



**元大證券(香港)有限公司**  
Yuanta Securities (Hong Kong) Co., Ltd.

**Terms and Conditions  
for  
Securities / Futures / Options Trading Accounts**

Yuanta Securities (Hong Kong) Company Limited is licensed by the Securities and Futures Commission for Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities.

Yuanta Securities (Hong Kong) Company Limited is also an exchange participant of The Stock Exchange of Hong Kong Limited and Hong Kong Futures Exchange Limited.

## PART A – INTERPRETATION

This section forms part of the Terms & Conditions and throughout the Terms & Conditions the following terms shall bear the following meanings:

“Account Application Form”	the account opening form which contains the particulars and other necessary information of the Client and the Account
“Account(s)”	Securities Cash Account and/ or Securities Margin Account and/ or Futures Account and/ or Options Account and/ or any other trading account opened by the Client with YSHK through Offline Operation or Electronic Operation or by any other means
“Agreement”	these Terms & Conditions, the Account Application Form, any appendix entered into between YSHK and the Client or issued by YSHK regarding the opening, maintenance and operation of the Account(s) as may be amended from time to time including any standing authority or written directions provided by the Client as may be amended from time to time
“Associated Entity”	has the meaning given to that term in the Securities and Futures Ordinance
“Beneficial Identity”	the ultimate beneficiary of the Account which in the case of a company or body corporate the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate and includes a beneficiary holding an interest through a nominee or trust
“Business Day”	Any day other than a Saturday, a Sunday, a public holiday or a gale warning day or a black rainstorm warning day as defined in s.71(2) of the Interpretation and General Clauses Ordinance (Cap 1 of the Laws of Hong Kong)
“Clearing House”	the clearing houses including the Hong Kong Securities Clearing Company Limited, the SEOCH and any other relevant bodies which are recognized by the Governing Rules to provide clearing and settlement services
“Client”	the client of YSHK who has opened the Account(s) and whose name, address and particulars are set out in the Account Application Form
“Client Contract”	has the meaning as defined in the Options Trading Rules which means a contract validly made at the time when an order in respect of an option series is matched by the Options System with another order in respect of that option series and incorporates the terms and conditions of the Standard Contract for a particular option series
“Client Money Standing Authority”	the authorization granted by the Client to YSHK in the terms set out in the sample Client’s authorization letter in relation to any contract, the entering into of another contract of the same specification and for the same amount but of an opposite position in order to cancel the former contract and/or to crystallize the profit or loss on such former contract, and the term “Close Out” shall be construed accordingly
“Closing Out”	the Code of Conduct for Persons Licensed by or Registered with the SFC as may be amended from time to time
“Code”	the Code of Conduct for Persons Licensed by or Registered with the SFC as may be amended from time to time
“Collateral”	all Securities and other assets acceptable to YSHK which shall be maintained at or delivered to YSHK by the Client as collateral under the Securities Margin Account
“Commodities”	any item and includes, without limitation, agricultural commodities, metals, currencies, interest rates, indices (whether stock market or otherwise), other financial contracts, energy, right or authority, and shall where the case requires include a Futures Contract or options contract in respect of any of the above and in each case whether or not the item is capable of being delivered
“Derivative Product”	a financial contract traded on a stock exchange or over-the-counter whose value is designated to track the return on or is derived from currencies, interest rates, securities, bonds, money market instruments, metals and other commodities, financial instruments, reference indices or any other benchmark
“Derivative Transaction”	any transaction in Derivative Products entered into by the Client through YSHK as agent pursuant to this Agreement
“Electronic Means”	includes the internet, electronic mail, mobile phone, personal digital assistant or any other electronic means of communication and such other means as may be permitted by YSHK from time to time
“Electronic Operation”	electronic securities trading operated via Electronic Means by the Client under the Account
“Electronic Service”	the electronic facility which enables the Client to give instructions and obtain information services provided by YSHK by Electronic Means
“Event Of Default”	an event of default as described in clause of the General Terms
“Exchange Contract”	a contract for a commodity approved by the SFC and the Futures Exchange for trading on any of the market from time to time operated by the Futures Exchange and which may result in a Futures Contract
“Exchange Traded Options Business”	business related to Options Contracts and all matters incidental to Options Contracts
“Financial Accommodation”	has the meaning given to that term in the Securities and Futures Ordinance
“F.O. Business”	the business of dealing in Futures Contracts and/ or options contracts traded on the Futures Exchange
“Foreign Account Tax Compliance Act”	means the Foreign Account Tax Compliance provisions contained within Chapter 4 subtitle A of the US Internal Revenue Code of 1986, as amended or supplemented from time to time
“Futures Account”	the futures trading account opened by the Client with YSHK through Offline Operation or Electronic Operation or any other means for the purpose of trading Futures Contracts and options contracts on the Futures Exchange
“Futures Contract”	has the meaning given to that term in the Securities and Futures Ordinance
“Futures Exchange”	the Hong Kong Futures Exchange Limited and any successors
“FX”	foreign currencies, currency options, currency futures or forward contracts and contracts for the future delivery of foreign currencies or otherwise relating to foreign currencies accepted by YSHK to be traded from time to time in its absolute discretion
“FX Contract(s)”	contract(s) entered into between YSHK and the Client, or by YSHK on behalf of the Client, in relation to FX Transaction(s)
“FX Transaction(s)”	transaction(s) involving currencies, currency options, currency futures or forward contracts and contracts for the future delivery of foreign currencies
“GEM”	the Growth Enterprise Market operated by the Stock Exchange
“General Terms”	the general terms and conditions as set out in Part B of this Agreement and applicable to client accounts opened with YSHK
“Governing Rules”	the rules and regulations of all regulatory authorities whether located in Hong Kong or in any other jurisdiction applicable to dealings in Securities or other instruments in respect of the Account and/or the operation of the Account
“HKSCC”	Hong Kong Securities Clearing Company Limited
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Instructions”	the instructions of the Client (i) for dealing in Securities, Futures Contracts, Options Contracts, FX Contracts or other assets or property held in or on behalf of the Account, (ii) for the transfer, deposit or withdrawal of funds or Securities or other assets or property into or out of the Account including transferring into or from any other account of the Client with the Yuanta Group, (iii) for the provision of Financial Accommodation and/or (iv) for any other act relating to the operation of the Account
“Margin”	such monies in such currency and such other property or collateral as security or guarantee for the performance of the Client’s obligations hereunder as YSHK may from time to time demand in its absolute discretion from the Client by way of margin or variation adjustment in relation to a Futures Contract or an Options Contract

“Margin Deposit”	the amount of funds, which shall be no less than the Initial Margin or Maintenance Margin (as the context requires), required to be deposited by the Client with YSHK as from time to time prescribed by YSHK
“Margin Facility”	any Financial Accommodation provided by YSHK to the Client for the Securities Margin Account
“Obligations”	all monies or Securities falling due or otherwise owed to YSHK by the Client under the Account or owed by the Client under any other account maintained with any member of the Yuanta Group
“Offline Operation”	securities trading operated by the Client under the Account not by way of Electronic Means and/or in such manner as may be permitted by YSHK
“Omnibus Account”	an Account opened by any securities intermediary properly registered or licensed as a stock broker, dealer or bank or exempted from such registration or licensing in any jurisdiction and operated on behalf of his clients as indicated in the Account Application Form
“Options Account”	the options trading account opened by the Client with YSHK through Offline Operation or Electronic Operation or any other means
“Options Contract”	a contract made pursuant to Options Trading Rule 513 incorporating the terms and conditions of the Standard Contract for a particular options series
“Options Exchange Participant”	a person registered by the Stock Exchange as either an Options Trading Exchange Participant or an Options Broker Exchange Participant (pursuant to Chapter 2 of the Options Trading Rules)
“Options Trading Rules”	the Options Trading Rules issued by the Stock Exchange
“Options System”	the system provided by the Stock Exchange for the trading and clearing of Options Contracts and any other facility provided by the Stock Exchange for the transaction of Options Contracts and any other business related to Options Contracts and all matters incidental to Options Contracts
“Professional Investor”	professional investor as defined in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance and the Securities and Futures (Professional Investor) Rules
“Regulations”	the regulations, made by the board of directors of the Futures Exchange, for the time to time being in force for regulating the activities of the markets from time to time established and operated by the Futures Exchange or, as the context may require, the regulations applicable to any one of the markets
“Rules”	include the Options Trading Rules, the clearing rules of the SEOCH, the rules of the Hong Kong Securities Clearing Company Limited and such other laws, rules and regulatory directions which may be applicable from time to time
“Securities”	has the meaning given to “securities” in the Securities and Futures Ordinance and may also include such other instruments, assets or property as YSHK may determine from time to time
“Securities and Futures Ordinance”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as may be amended or re-enacted from time to time
“Securities Cash Account”	the cash securities trading account opened by the Client with YSHK through Offline Operation or Electronic Operation or by any other means
“Securities Margin Account”	the securities trading account opened by the Client with YSHK through Offline Operation or Electronic Operation or by any other means in respect of which YSHK has agreed to provide the Margin Facility to the Client in accordance with this Agreement
“Securities Margin Financing”	has the meaning given to that term in the Securities and Futures Ordinance
“SEOCH”	The SEHK Options Clearing House Limited
“SFC”	the Securities and Futures Commission of Hong Kong
“Standard Contract”	means the standard terms and conditions applicable to an Options Contract as specified by the Stock Exchange from time to time as set out in the Sixth Schedule to the Options Trading Rules
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Terms & Conditions”	this document of terms and conditions as may be supplemented and amended from time to time and shall apply to the operation of the Account and bind the Client
“Trading Limit”	the trading limit allowed for the Client’s Transactions under the Account in accordance with the Trading Policy or otherwise fixed by YSHK. The limit is subject to change at YSHK’s discretion from time to time
“Trading Policy”	the policies and procedures applicable to the operation of the Account which shall be binding on the Client and determined by YSHK from time to time and will be available upon the Client’s request
“Transactions”	executed Instructions
“Username And Password”	the unique username and password provided to the Client for accessing the Service by YSHK
“Yuanta Group”	any member of the controlling group of YSHK including, its subsidiaries, its controlling company and the subsidiaries and associated companies of such controlling company
“YSHK”	Yuanta Securities (Hong Kong) Company Limited, a limited company incorporated in Hong Kong with its principal place of business in Hong Kong and licensed by the SFC (CE Number: ABS 015) for Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance and an exchange participant of the Stock Exchange and the Futures Exchange

References to statutory provisions, regulations or notices shall include those provisions, regulations or notices as amended, extended, consolidated, substituted or re-enacted from time to time.

Words denoting the singular shall include the plural and vice versa.

Reference to one gender shall include all genders and words denoting a subject shall include a person, firm, sole proprietorship, partnership, syndicate and corporation or vice versa.

## PART B – GENERAL TERMS

These General Terms shall apply to all types of Accounts and shall be binding on the Client.

### 1. The Account

- 1.1 These Terms & Conditions and the Trading Policy shall apply to the operation of the Account.
- 1.2 If any conflict arises between the provisions in these Terms & Conditions and the Trading Policy, these Terms & Conditions shall prevail.
- 1.3 If Instructions are given via Electronic Operation, the following provisions shall apply:
  - a. The Client or such other persons authorized by the Client with YSHK’s prior approval in writing shall be the only authorized users of the Electronic Service in respect of the Account.
  - b. The Client shall not attempt to tamper with, modify, decompile, reverse engineer and otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Service.
  - c. YSHK shall have no liability to the Client for any damage, delay or loss which he may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of the internet service providers. The Client acknowledges that access to the Electronic Service may be limited or unavailable due to such system errors, and the YSHK reserves the right upon notice to suspend access to the Electronic Service for this reason.
  - d. All online quoted data and information provided by YSHK or any other third party is for reference purpose only and YSHK will not be liable for any inaccuracy thereof or any loss and damages whatsoever of the Client in reliance thereon.

- 1.4 If an Omnibus Account is opened by the Client, the Account shall be traded for and on behalf of his clients and the Client must be properly registered or licensed as a stock broker, dealer or bank or exempted from such registration or licensing in respect of such dealings in the jurisdiction where his clients were solicited and/or where such arrangement is carried out. The Client's registration/ licensing status (if applicable) shall remain valid at all times when the Account remains valid and operative. The Client is solely responsible for the legality and legitimacy of operating the Omnibus Account in the relevant jurisdiction(s) and agrees to indemnify YSHK against all actions, losses, costs, expenses which may be brought against, suffered or incurred by YSHK by reason of the operation of an Omnibus Account.
- 1.5 The Client and, as the case may be, its officers (including directors), employees or agents shall keep confidential all access codes including passwords or otherwise for the operation of the Account and use thereof and the Client shall be wholly responsible for all Instructions placed and/or Transactions transacted for the Account through the use of such access codes.
- 1.6 The Client shall forthwith inform YSHK in writing of any change to the information given in the Account Application Form and in any case, not later than 24 hours after such change has occurred. YSHK shall inform the Client of any material change to these Terms & Conditions and the information regarding YSHK provided in this Agreement including changes to YSHK's name, address, licensed status and contact numbers or changes to the nature, or in respect, of YSHK's business which may affect the services YSHK provides to the Client.
- 1.7 YSHK shall keep information relating to the Account confidential, subject always to its right to disclose any information relating to the affairs of the Client or the Account to:
  - a. the Stock Exchange, the SFC, the Futures Exchange, the Clearing House, Hong Kong Exchanges and Clearing Limited and any other regulatory authorities as may be requested by them from time to time or otherwise in compliance with the Governing Rules; or
  - b. any member of the Yuanta Group; or
  - c. any other party for the operation or performance of this Agreement or for the provision of financial and related services to the Client including the marketing of such services.
- 1.8 The Client's attention is specifically drawn to the provisions of Part XIII and Part XV of the Securities and Futures Ordinance as may be amended from time to time. The Client is reminded that it is his own responsibility to comply and ensure compliance with any duty or obligation under Part XIII and Part XV of the Securities and Futures Ordinance, in respect of anything done, or which the Client requests to be done, by YSHK on his behalf. The Client hereby confirms that he is aware of the provisions of Part XIII and Part XV of the Securities and Futures Ordinance and that he shall at all time observe or ensure that such provisions are observed. YSHK shall not be liable for any breach of the Securities and Futures Ordinance which may result from anything done or proposed to be done by YSHK on the Client's directions or Instructions.
- 1.9 Unless otherwise specified in this Agreement or as YSHK otherwise indicates or notifies in writing, the Client acts as principal and YSHK acts as agent of the Client in respect of any and all Instructions given in respect of the Account.
- 1.10 If the Client is not the person or entity ultimately responsible for originating the Instructions, beneficially entitled to the commercial or economic benefit or bears the commercial or economic risk of any Transactions, the Client undertakes to provide information regarding the identity, address and other details of such person or entity that the Client is acting on behalf of to YSHK or to the relevant regulatory authorities upon request and in any case within two (2) Business Days of such request. This undertaking shall survive even after the termination of this Agreement.
- 1.11 YSHK shall provide regular statements of the Account to the Client from time to time in accordance with the Governing Rules. In the absence of manifest error and objection by the Client by giving written notice to YSHK within seven (7) Business Days from the date of such statement or record, it shall be conclusive and binding on the Client.
- 1.12 YSHK may amend, modify or alter the provisions of this Agreement at any time and from time to time by notifying the Client in writing of such change. Any such changes shall be binding on the Client upon YSHK's issuance of the notice.
- 1.13 Communications made by YSHK to the Client via the associated contact methods to the address, email address, fax number or phone number provided by the Client in the Account Application Form shall be deemed authorized and valid when deposited in the post or sent by Electronic Means or telephoned or faxed notwithstanding any delay or failure of such transmission. Any notice or communication made or given by the Client to YSHK shall be made or given at the risk of the Client and shall be effective only upon actual receipt by YSHK.

## **2. Governing Law**

- 2.1 This Agreement is governed and construed according to the laws of Hong Kong and the parties submit to the non-exclusive jurisdiction of the Hong Kong courts. All Transactions under the Account shall be effected in accordance with all Governing Rules including rules and regulations of the Stock Exchange, the SFC, the Futures Exchange, the Clearing House and the laws of Hong Kong, as may be amended from time to time. If a Transaction is executed outside Hong Kong, such Transaction may be subject to rules and laws of governing bodies of such other jurisdictions and the Client shall be solely responsible for ensuring compliance with the laws of such other jurisdictions.
- 2.2 The provision of services under this Agreement is principally targeted for Hong Kong residents. Non-Hong Kong residents should ensure their legality and compliance under the laws and regulations of their relevant jurisdiction.

## **3. Transactions**

- 3.1 Unless otherwise specified in this Agreement or as YSHK otherwise indicates or notifies in writing, YSHK acts as agent of the Client and the Client acts as principal in effecting any and all Instructions given by the Client. YSHK may in its sole discretion act as agent for any of its other clients in fulfilling any transaction for the Client and shall not be liable to account to the Client for any commission, remuneration, profit or other benefit resulting from the same.
- 3.2 The Client may give YSHK and YSHK may accept (but in its absolute discretion shall not be bound to accept) Instructions to buy and sell or otherwise deal in Securities on behalf of the Client.
- 3.3 The Client shall inform YSHK if Instructions placed involves short selling. The execution of any short-selling order shall be subject to the Trading Policy as may be amended from time to time. Until and unless the Client provides YSHK with prior written notice to the contrary, all Instructions given by the Client for the sale of Securities shall be long sales in the sense that the Client (i) owns the Securities in question or (ii) has a presently exercisable and unconditional right to vest the Securities in the relevant purchaser.
- 3.4 If the Client maintains more than one account with YSHK and/or any member of the Yuanta Group, the Client shall clearly specify in his Instructions the account in respect of which such Instructions are being given. In the absence of such specification or where it is unclear to YSHK which account is specified, YSHK may refuse to act on such instructions or may in its absolute discretion determine which account to apply such Instructions as it deems fit.
- 3.5 YSHK has the right to demand any initial and subsequent deposits for any Transaction YSHK has the absolute discretion to refuse to effect any Instructions for any reason whatsoever, including but not limited to, circumstances where the Client has insufficient cleared funds and/or Securities in the Account to meet the minimum balance requirements set by YSHK from time to time.
- 3.6 For any Instructions placed or Transactions executed, the Client shall observe and comply with the Trading Limit. If the Trading Limit is exceeded, YSHK may decline such Instructions and/or, without giving the Client prior notice, do any other act to ensure that the Trading Limit is not exceeded including, but not limited to, disposal of Securities in the Account.
- 3.7 Subject to the Governing Rules, the Client authorizes YSHK to accept any Instructions in written, facsimile or verbal form or through Electronic Means. However, YSHK has the sole discretion to insist Instructions be given in a particular manner on a case-by-case basis. The Client shall fully indemnify YSHK on demand against all actions, losses, costs, expenses which may be brought against, suffered or incurred by YSHK arising from YSHK's reliance on such Instructions or communications.
- 3.8 The Client shall accept facsimile or any Electronic Means (if provided by the Client) as a communication medium with YSHK for data transmission and documentation. Subsequent request for paper copies of such information or documents may be subject to a handling fee as determined by YSHK from time to time.
- 3.9 For any Instructions placed or Transactions executed, contract notes shall be provided by YSHK to the Client in accordance with the Governing Rules and shall be conclusive and deemed accepted unless the Client duly informs YSHK in writing to the contrary within three (3) Business Days of the date of the contract note.
- 3.10 YSHK has the right to consolidate and/or disaggregate any Instructions to purchase and/or sell Securities with other similar instructions placed by other clients of YSHK or with YSHK's own orders. The Client acknowledges that such consolidation or disaggregation may result in the execution of the Client's Instructions at a price more or less favourable than that could have been achieved had the Instructions been

executed individually. In the event of there being insufficient or excessive Securities available to satisfy the consolidated purchase or sale order, priority shall be determined in accordance with the order in which individual instructions are received by YSHK. The number of Securities actually purchased or sold (as the case may be) shall be allocated to each individual instruction with due regard to the Governing Rules, the order in which such instructions are received by YSHK and fairness to Clients. The Client acknowledges and agrees that YSHK may at any time determine at its absolute discretion the priorities of instructions for the best execution pricing.

- 3.11 The Client consents to YSHK monitoring and/or recording all Instructions and/or any other communications between YSHK and the Client or any of the Client's authorized persons placed or made through telephone, Electronic Means or otherwise. The Client agrees to accept the contents of any such recording as conclusive and binding.
- 3.12 YSHK may purchase and/or sell Securities on the Client's behalf by placing instructions with itself, any member of the Yuanta Group or any of its or their clients, whether acting as principals, underwriters, investment managers, merchant or commercial banks, registered or licensed deposit takers, brokers, dealers or otherwise, or with any other brokers or dealers, as YSHK may in its sole discretion decide. The Client consents to YSHK effecting any Transactions with or through itself, any member of the Yuanta Group or any of its or their clients without prior disclosure to the Client on a case-by-case basis provided that such dealing is at a price and on terms no less favourable than that could reasonably have been effected with or through an independent third party. Neither YSHK nor any member of the Yuanta Group shall be liable to account to the Client for any profit, commission or remuneration or other benefit resulting from such Transaction.
- 3.13 YSHK has the right to direct any Instructions to other brokers or dealers for execution as YSHK deems fit.
- 3.14 Unless otherwise determined by YSHK, the Client agrees that when YSHK has executed a purchase or sale Transaction on the Client's behalf, the Client will by the due settlement date make payment to YSHK against delivery of or credit to the Client's Account for purchased Securities or make good delivery of sold Securities to YSHK against payment (as the case may be). If the Client fails to do so, YSHK is authorized to transfer and sell any purchased Securities or to borrow or purchase any sold Securities to meet the Client's obligations hereunder and the Client shall be responsible for any loss, fees and expenses in connection with the Client's failure to meet such obligations by the due settlement date.
- 3.15 If the Client requests YSHK to apply for Securities in a new issue for listing on any exchange the Client:
- authorises YSHK (or any member of the Yuanta Group) to make such application on the Client's behalf;
  - warrants that the application for Securities made on the Client's behalf is the only application made or intended to be made for the Client's benefit or any person for whose benefit the Client has requested the application to be made;
  - warrants that no other application is being made or is intended to be made by the Client or for the Client's benefit by any other person;
  - authorises YSHK (or such member of the Yuanta Group) to represent and warrant on the application form that no other application is being made or is intended to be made by the Client or for the Client's benefit by any other person;
  - authorises YSHK (or such member of the Yuanta Group) to disclose that the application made by YSHK (or such member of the Yuanta Group) on the Client's behalf is the only application made or intended to be made for the Client's benefit or any person for whose benefit the Client has requested the application to be made;
  - acknowledges that the representations, warranties and disclosure referred to above will be relied upon by YSHK (or such member of the Yuanta Group) in making the application and by the issuer of the Securities in deciding whether or not to allot Securities to YSHK (or such member of the Yuanta Group) on the Client's behalf;
  - acknowledges that an application made for an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the Client's benefit; and
  - undertakes to indemnify YSHK (in its own capacity and in its capacity as trustee for its officers (including directors), employees and agents) in full against any and all losses, damages, claims, liabilities, costs or expenses arising out of or in connection with any breach of this clause 3.15.
- 3.16 The Client shall pay the brokerage fee/ commission and all applicable levies, stamp duties, bank charges, transfer fees, interest, tariffs, exchange fees, taxes, communication charges, settlement charges, custodial fees, insurance fees, premiums, currency exchange costs, legal expenses and any other expenses or charges in respect of any Instructions or any Transactions or in respect of or otherwise arising from or relating to the Account. The brokerage fee/ commission shall be at such rate as may be determined by YSHK and notified to the Client from time to time. YSHK shall be entitled to deduct from the Account any and all amounts payable by the Client as they may become due.
- 3.17 The Client shall be liable for any taxes, charges, tax reporting and other responsibilities to relevant authorities of whatsoever jurisdiction to which the Client may be subject in respect of placing any Instructions and/or any activities relating to the Account. YSHK has the right to dispose of or liquidate any Securities, instruments, other assets or positions, or apply monies, held in the Account, for the settlement of such liabilities at any time without prior notice to the Client.
- 3.18 The Client shall pay interest on all sums owing and all overdue balances in respect of the Account (including interest arising after a judgment debt is obtained against the Client) at such rates and on such terms as required by YSHK from time to time.
- 3.19 If conversion of currency is required for the operation of the Account or for the exercise of the discretion, power and right of YSHK under and pursuant to these Terms and Conditions, or for calculating any debit balance due from the Client or credit balance owed to the Client,
- the exchange rate shall be determined by YSHK in its sole discretion with reference to the prevailing rates in the foreign exchange market;
  - any conversion from one currency into another may be effected by YSHK in such manner and at such times as it may in its absolute discretion decide;
  - the costs of conversion and any loss arising as a result of fluctuations in the exchange rate of the relevant currency will be entirely for the account and risk of the Client; and
  - the Client authorizes YSHK to debit the Client's Account for any expenses incurred in effecting any currency conversion.

#### **4. Own Judgment**

4.1 The Client shall make his own independent judgment and decision with respect to each Instruction.

#### **4A. Transactions entered into with YSHK, with solicitation of the sale or recommendation of products**

4A.1 If YSHK solicits the sale of or recommends any Financial Product to the Client, the Financial Product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document YSHK may ask the Client to sign and no statement YSHK may ask the Client to make derogates from this clause.

Note:

"Financial Product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

4A.2 Unless otherwise specified, YSHK does not provide advisory services and therefore do not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of any product other than to ensure reasonable suitability as set out in clause 4A.1.

4A.3 The Client acknowledges that making available to the Client any advertisements, marketing or promotional materials, market information or other information relating to a product or service shall not, by itself, constitute solicitation of the sale or recommendation of any product or service.

4A.4 Unless otherwise specified in this Agreement or in other terms and conditions in relation to any product:

- YSHK does not advise on personalised asset allocation, investment portfolio and investment strategy; and
- YSHK does not have any obligation to make available any service or provide advice in relation to the purchase or sale of products which YSHK does not distribute or offer to the Client.

4A.5 If the Client enters into a transaction with YSHK to buy and/or sell a product without or inconsistent with any solicitation or recommendation from YSHK, YSHK will not have any obligation or duty to assess whether or ensure that the product is suitable for the Client. The Client acknowledges and agrees that it is the Client's sole responsibility to assess and to satisfy himself that the transaction is appropriate for the Client. YSHK is not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by the Client or any other person with respect to or arising out of any transactions which fall under this clause 4A.5.

- 4A.6 By entering into a transaction with YSHK to buy or sell a product, the Client confirms that any information the Client provides to YSHK (including the Client's financial situation, investment experience and investment objectives ("Customer Financial Information")) is complete, accurate and up-to-date. When YSHK assesses suitability, YSHK will rely on the Client's confirmation.
- 4A.7 Before the Client enters into a transaction with YSHK to buy and/or sell a product, the Client should:
- consider his own circumstances and understand the product features, terms and risks, and the Client should contact YSHK if he has any questions on the product;
  - note that YSHK has no ongoing responsibility to ensure that a product YSHK has solicited the sale of or recommended to the Client remains suitable for the Client;
  - note that if circumstances relating to the Client, such product, such product's issuer or general market conditions change, such product may no longer be suitable for the Client; and
  - note that YSHK does not provide legal, tax or accounting advice on the Client's investments, and the Client should therefore consider obtaining independent professional advice (including legal, tax and accounting advice) about his investments where necessary.
- 4A.8 YSHK is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the Client's failure to provide complete, accurate and up-to-date information requested by YSHK in discharging its regulatory or legal duties (including but not limited to the Client's Customer Financial Information).
- 4A.9 The Client shall indemnify and reimburse (i) YSHK; (ii) its agents and nominees, and (iii) its officers and employees and that of its agents or nominees for all actions, proceedings and claims which may be brought by or against YSHK or them, and for all losses, damages and reasonable costs and expenses which YSHK or they may incur or suffer as a result of or in connection with the Client's failure to provide complete, accurate and up-to-date information requested by YSHK in discharging its regulatory or legal duties (including but not limited to the Client's Customer Financial Information).
- 4A.10 Clause 4A.1 shall not apply where the Client is (i) an "Institutional Professional Investor" or (ii) a "Corporate Professional Investor" which meets the requirements under paragraphs 15.3A and 15.3B of the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission" and accepts to be treated as a professional investor, in which case the Client shall make its own judgments and decisions independently without reliance on YSHK or any other member of the Yuanta Group in its decisions in relation to any transaction with YSHK.
- 5. Investor Compensation Fund**
- 5.1 If the Client suffers pecuniary loss by reason of YSHK's default as defined in Part XII of the Securities and Futures Ordinance the Client may make a claim under the Investor Compensation Fund established under the Securities and Futures Ordinance or any other Governing Rules but subject to such monetary limits and terms specified in the Securities and Futures (Investor Compensation – Compensation Limited) Rules. There can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.
- 6. Payments**
- 6.1 All sums payable by the Client shall be paid when due or on demand by YSHK in immediately available and freely transferable funds to the account that YSHK may specify from time to time and such sums payable by the Client may, at the discretion of YSHK, be deducted from the Account.
- 7. Personal Data Protection**
- 7.1 The client shall read, understand and accept the provisions relating to personal data protection as set out in Part E.
- 8. Set Off**
- 8.1 Subject to applicable rules and regulations, including without limitation, the Securities and Futures (Client Money) Rules and Securities and Futures (Client Securities) Rules, YSHK may at any time combine or consolidate all or any accounts of whatever type maintained by the Client with YSHK or any member of the Yuanta Group, including the Account or to transfer or to allow any member of the Yuanta Group to transfer any funds or assets from the Account to set off any obligations or liabilities arising from any of those accounts.
- 9. Directorship, Employees And Accredited Persons**
- 9.1 The Client shall promptly notify YSHK if (i) he is a director or employee or accredited person of an exchange participant of the Stock Exchange or the Futures Exchange or a registered person of the SFC, or is acting as an intermediary for the Account or is otherwise associated therewith or (ii) he is associated with any employee or accredited persons of any member of the Yuanta Group.
- 10. Disclaimer**
- 10.1 The Client agrees that YSHK and its officers (including directors), employees and agents shall not be liable for any failure or delay in the performance of any of YSHK's obligations under this Agreement or for any losses caused directly or indirectly by any condition or circumstances over which YSHK and its officers (including directors), employees or agents have no direct control including, but not limited to, any government restriction, war, strikes, natural disaster, severe weather, exchange or market rulings, suspension of trading, default or delay of any counterparty, failure of electronic or mechanical equipment or communication lines, computer viruses, telephone or other connection problems, unauthorised access or theft.
- 10.2 None of YSHK and its officers (including directors), employees nor agents shall be liable to the Client for any loss, damage or litigation costs resulting from any error of fact or judgment, or from action taken or inaction or omission or default by YSHK and its officers (including directors), employees or agents, or from any consequences thereof whatsoever, save and except where such loss, damage or cost is suffered or incurred as a direct result of negligence or wilful default in the performance of YSHK's obligations under this Agreement or a breach of clause 4A.1 on YSHK's part.
- 11. Power Of Attorney**
- 11.1 YSHK shall have full power as the true and lawful attorney of the Client to take any action and execute any instrument to achieve the purposes of the Account or any Instructions.
- 12. Event Of Default**
- 12.1 Any of the following events shall constitute an Event Of Default:-
- the Client's failures to provide sufficient funds or Collateral or margin deposit (as the case may be) to YSHK's satisfaction from time to time for any Transaction or for the Account when due;
  - the death, insolvency or liquidation of the Client, the filing of a petition or application in bankruptcy or winding-up, petition or application for the appointment of a receiver or the commencement of other similar proceedings against the Client;
  - the levying of attachment against the Account or any other account(s) of the Client with YSHK or any member of the Yuanta Group;
  - the Client's default in the due performance or observance of any term of this Agreement or any other agreement with any member of the Yuanta Group;
  - any representation or warranty made in this Agreement or in any document delivered to YSHK or any member of the Yuanta Group being or becoming incomplete, untrue or incorrect;
  - in YSHK's absolute opinion, the occurrence of an adverse change in the assets, financial condition, corporate structure, business, general condition or prospects of the Client or the value of the Collateral (if applicable);
  - the termination of the Account or the objection of the Client to YSHK's alteration of (i) any term of the Terms & Conditions or (ii) the operation of the Account;
  - the Client's failure to meet any of the Obligations;
  - the assertion by any third party of a claim, right or interest in respect of any moneys or funds in the Account or any other account of the Client with YSHK or any member of the Yuanta Group; and
  - the occurrence of any event which, in the sole and subjective opinion of YSHK, may or will jeopardize, prejudice or affect any of the rights, interests or benefits of YSHK or any member of the Yuanta Group.
- 12.2 If an Event Of Default occurs, YSHK shall (without prejudice to YSHK's any other rights against, and remedies from, the Client) be entitled to take any or all of the following actions:- If an Event Of Default occurs, then all amounts owing by the Client to YSHK shall become immediately due and payable without any notice or demand, and interest will accrue hereunder on the amount outstanding from time to time, the further performance by YSHK of any of its outstanding obligations to the Client under this Agreement (whether for payment of money or

otherwise) shall be conditional upon the Client having fully discharged all its obligations to YSHK under this Agreement; and YSHK shall be entitled in its absolute discretion, without further notice or demand and in addition to and without prejudice to any other rights and remedies of YSHK against the Client, forthwith to take any or all of the following actions:-

- a. cancel all outstanding Instructions;
- b. cancel all commitments made by YSHK including further performance pursuant to this Agreement;
- c. liquidate or cover all positions in the Account by any means;
- d. close the Account;
- e. appropriate or apply or realize or take possession of any credit balance, assets or Collateral (as the case may be) under the Account to offset and discharge any of the Obligations;
- f. charge default interest and/or handling fee as determined by YSHK from time to time;
- g. exercise any options held by YSHK on behalf of the Client;
- h. call upon or enforce any security which may have been issued, made or created in favour of YSHK or any member of the Yuanta Group as security for indebtedness, liabilities or Obligations of the Client under this Agreement;
- i. set-off, combine or consolidate the Client's Accounts (of any nature) maintained with YSHK or any Yuanta Group, and set off any obligations of YSHK to the Client under this Agreement against any obligations of the Client to YSHK under this Agreement;
- j. revise, change, withdraw, stop or cancel the Financial Accommodation, facilities, advances, credits or loans made or granted to the Client, or any part thereof respectively; and/or;
- k. take such other action as YSHK shall, in YSHK's reasonable opinion, consider necessary.

12.3 YSHK may at its absolute discretion apply the net proceeds actually received by YSHK pursuant to the exercise of powers under this Clause 12 (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers conferred on YSHK by this Clause 12) in reduction of the Client's then outstanding obligations to YSHK in such order or manner as YSHK considers fit.

12.4 YSHK shall be entitled at all times to employ debt collecting agent(s) to collect any sum due but unpaid by the Client hereunder and for doing so, YSHK may and is hereby authorized to disclose to such agent(s) any or all information available in relation to the Client and YSHK shall not be howsoever liable or responsible (whether in contract or tort) for such disclosure or for any default negligence act conduct misconduct of such agent(s). The Client is hereby warned that the Client shall indemnify and keep YSHK indemnified on a full indemnity basis against all costs and expenses which YSHK may incur in employing debt collecting agent(s).

### 13. Indemnity

13.1 The Client shall indemnify YSHK and its officers (including directors), employees or agents on demand against any losses, costs, damages, claims, liability, expenses or demands that YSHK may suffer or incur arising out of or, by reason of, the performance of YSHK's obligations under the Agreement or due to any act or breach of the Client in connection with the Account, including costs reasonably incurred in collecting debts from the Client and in closing the Account.

13.2 The Client agrees that neither YSHK nor any member of the Yuanta Group nor any of their respective officers, employees or agents shall be liable to the Client for any loss or liability which the Client may incur (including losses and liabilities resulting from Transactions) unless due to fraud or wilful default on the part of YSHK or any member of the Yuanta Group.

### 14. Termination And Amendment

14.1 The Agreement may be terminated by written notice given by YSHK at any time and YSHK shall not be obliged to give any reason for such termination. The Client may only terminate this Agreement by giving not less than four Business Days' prior valid and effective written notice to YSHK which is actually received by YSHK. Such termination shall not prejudice YSHK's rights or remedies against the Client hereunder, including for any debit balance to the Account and the interest accrued and to be accrued thereto. For the avoidance of doubt, the Client shall pay to YSHK all amounts due to YSHK and YSHK may deduct the same from the Account and refuse to deliver up any Securities, assets or funds in the Account unless and until the same has been duly satisfied.

14.2 Upon termination of this Agreement under Clause 14.1, all amounts due or owing by the Client to YSHK under this Agreement shall become immediately due and payable. YSHK shall cease to have any obligation to effect any Transaction on behalf of the Client in accordance with the provisions of this Agreement, notwithstanding any Instructions from the Client to the contrary.

14.3 To the extent permitted by law, YSHK shall have absolute rights at any time and from time to time amend, delete or substitute any term of the Terms and Conditions or add new terms to the Terms and Conditions by notice to the Client. An amendment notice and the revised Agreement will be posted on the website of YSHK at [www.yuanta.com.hk](http://www.yuanta.com.hk) (the "YSHK Website"). In addition, YSHK will notify the Client on such revision. The Client should visit the YSHK Website from time to time for obtaining the latest Terms and Conditions and read the terms thereof. Such amendment, deletion, substitution or addition shall be deemed as effective and incorporated herein (and shall form part of the Agreement) on the date of publication of such amendment notice (or as specified in the notice). If the Client does not accept such amendment, deletion, substitution or addition, the Client shall have the right to terminate the Account in accordance with this clause 14. Failing which, it shall be deemed an acceptance of such amendment, deletion, substitution or addition.

### 15. Assignment

15.1 The Client may not assign or otherwise part with any of his rights, interests or obligations hereunder except with the prior written consent of YSHK.

15.2 The Client undertakes not to create any charge, pledge or encumbrance over the Account or any Securities or assets in the Account except as permitted under this Agreement nor to appoint any other person to manage or deal with the Account without first obtaining YSHK's consent in writing.

15.3 Subject to the Governing Rules, YSHK shall be entitled, without prior consent of the Client, to assign, transfer, delegate or otherwise dispose of all or any of its rights, interests or obligations (or the performance thereof) in or under this Agreement to any person, firm or company as it thinks fit.

15.4 This Agreement shall be binding upon and ensure for the benefit of the Client and YSHK and their respective successors, permitted assigns and personal representatives (as the case may be).

### 16. General

16.1 If any provision of the Terms & Conditions shall be held to be illegal, invalid, void or unenforceable by any court or regulatory body, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of the Terms & Conditions.

16.2 Any forbearance or failure or delay by YSHK in exercising any right under this Agreement shall not be deemed to be a waiver of such right and any single or partial exercise of any right hereunder shall not preclude the future exercise thereof.

16.3 No provision of this Agreement shall operate to remove, exclude or restrict any rights of the Client or obligation of YSHK under Hong Kong law.

16.4 If the Client consists of more than one party, all such parties shall be jointly and severally liable as the Client under this Agreement and references to the Client shall be construed as references to each of and/or any such parties. Unless terminated in accordance with this Agreement, the death of one joint Client does not operate to terminate this Agreement. Any notice, payment or delivery by YSHK to either or any one of the joint Clients shall be full and sufficient discharge of YSHK's obligations to notify, pay or deliver under this Agreement. YSHK is also authorized by the Client to carry out Instructions from either or any one of the joint Clients.

16.5 This Agreement, including any schedules and appendices (as may be amended from time to time), contains the entire understanding between the Client and YSHK and supersedes all previous agreements and arrangements (if any) made between YSHK and the Client in relation to the Account.

16.6 The Client confirms that this Agreement, including the Risk Disclosure Statements, has been provided and explained to the Client in English and/or Chinese, which is the language of the Client's choice. In the event that there is any inconsistency between the English version and the Chinese version of the Terms & Conditions, the English version shall prevail.

16.7 The Client hereby warrants, represents and undertakes to YSHK that:-

- a. he is entering into this Agreement as principal and is not trading on behalf of any other person unless YSHK is notified otherwise in writing;

- b. the Client will be the ultimate originator of all Transactions and is dealing on its own account as beneficial owner of the Account and all Transactions therein and that no one other than the Client has any interest in the Transactions and the Account save that where the Account is opened by the Client acting as an agent, and the same is disclosed in the Account Application Form, the Client shall not be taken to warrant or represent that it is the beneficial owner and shall in lieu represent and warrant that the beneficial owner is as advised in the Account Application Form;
  - c. he has the full power and authority to enter into and perform his obligations as contained in this Agreement and confer on YSHK such authorities as are necessary to enable YSHK to perform under this Agreement and any agreement supplemental hereto will be binding upon him;
  - d. upon valid execution by the Client, this Agreement constitutes a valid and legally binding agreement on the Client enforceable in accordance with its terms; and
  - e. this Agreement and its performance and the obligations contained herein do not and will not:
    - I. contravene any existing applicable law, statute, ordinance, rule or regulation or any judgement, decree or permit to which the Client is subject; or
    - II. conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Client is a party or is subject or by which any of the Client's property is bound, or
    - III. (if the Client is a company) contravene or conflict with any provision of the Client's memorandum and articles of association or articles of incorporation or by-laws as appropriate and as the case may be
- 16.8 Except for manifest error, the books, records and notes kept by YSHK (including, without limitation, tape recording and any handwritten information recorded by employees or agents in the course of dealing with Client) in respect of the Account shall be conclusive evidence for all purposes.
- 17. Interest On Trust Money**
- 17.1 Unless the Client is notified by YSHK to the contrary, YSHK has the right to retain for itself all interests accrued on any amount in any trust account or any account established by YSHK for the Account, at such rate and terms as determined by YSHK from time to time.
- 18. Securities Transactions – Taiwan**
- 18.1 The Client confirms and acknowledges that the Client shall comply with the relevant rules and regulations of Taiwan Stock Exchange in investing in Securities in Taiwan, including but not limited to "Regulations Governing Investment in Securities by Overseas Chinese and Foreign Nationals". As such, the Client acknowledges and undertakes that the funds for investment of Securities in Taiwan are not sourced from Taiwan or the PRC.
- 19. Foreign Account Tax Compliance Act**
- 19.1 If YSHK determines that it is required to make a deduction or withholding for or on account of tax imposed under, pursuant or incidental to the Foreign Account Tax Compliance Act (or the United States Treasury Regulations or other guidance issued under it, any associated intergovernmental agreement, any similar or associated non-US Law or any agreement that YSHK enters into with any supranational, governmental, quasi-governmental, regulatory, administrative, law enforcement or supervisory body, entity, department, office, institution or court or tribunal of competent jurisdiction, stock exchange, clearing house or any other authority, body, entity, department, office or institution (each an "Authority") pursuant to any of the foregoing) (the "FATCA Withholding Tax") as a result of the Client's status under US tax laws and regulations, the Client authorizes YSHK to make such deduction or withholding in respect of any sum payable by YSHK to the Client that is subject to the FATCA Withholding Tax, so that any payment to the Client will be made net of such deduction or withholding, and to pay any such deduction or withholding as may be necessary to the United States Internal Revenue Service ("IRS"), another Authority or any other person on behalf thereof.
- 19.2 The Client agrees that YSHK may gather, store, use, process, disclose and report to the IRS, any Authority or any other person such information (including any information relating to any of the Account(s) with YSHK and any transaction or dealing with the Client and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client) necessary or helpful for YSHK to comply, as a result of the Client's US tax status or the status of any beneficial owner of the Client, with any obligation that YSHK has or may become subject to in the future, whether in accordance with the provisions of any law, directive, regulation, rule, judicial or administrative order, judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process, or assumed by YSHK pursuant to an agreement with the IRS or another Authority, to provide information or documentation, or necessary or helpful for YSHK to avoid or minimize the application of the FATCA Withholding Tax on payments that YSHK may receive or that YSHK may make to the Client.
- 19.3 The Client agrees to provide YSHK, within 90 days upon YSHK's request, with:
- a. any documentation or information relating to its identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client (including IRS Forms W-9, W-8BEN and W-8IMY);
  - b. any documentation or information relating to the direct or indirect ownership or holding of any of the Account(s) with YSHK or any product, service, assistance or support whatsoever provided by YSHK to the Client from time to time; and
  - c. such written consents and waivers of applicable data protection legislation or other rules or regulations in a form provided or approved by YSHK from the Client's direct and indirect beneficial owners for the purpose of permitting YSHK to take the actions set forth in Clause 19.2.
- 19.4 The Client agrees to inform YSHK within 30 days if any of the foregoing information (including information contained in the documentation and forms described above) changes or is inaccurate, and to provide YSHK with updated documentation, forms and information.
- 19.5 If the Client fails to provide YSHK with the information, documentation, forms, consents or waivers as described in Clause 19.3 and 19.4 above in a timely and accurate fashion, YSHK shall be entitled to reach whatever conclusions it consider to be appropriate as to the status of any account(s) of the Client with YSHK or product, service, assistance or support whatsoever provided by YSHK to the Client from time to time.

## PART C – ADDITIONAL TERMS APPLICABLE TO RESPECTIVE ACCOUNTS

### SCHEDULE 1– ADDITIONAL TERMS FOR SECURITIES CASH ACCOUNT

- 1. Introduction**
- 1.1 This schedule is supplemental to the General Terms and applies to Securities Cash Account.
- 2. Custody Over Securities**
- 2.1 Securities in respect of the Securities Cash Account which are Securities listed or traded on the Stock Exchange or interests in a collective investment scheme authorised by the SFC shall be deposited in safe custody in a segregated account which is designated as a trust account or client account maintained in Hong Kong by YSHK or an Associated Entity of YSHK with an authorised financial institution, a custodian approved by the SFC for providing custodian facilities or another intermediary licensed for dealing in securities or registered in the name of the Client or in the name of the Associated Entity.
- 2.2 Securities in respect of the Securities Cash Account which are not Securities listed nor traded on the Stock Exchange nor are interests in a collective investment scheme authorised by the SFC shall be dealt with according to the applicable Governing Rules.
- 2.3 YSHK will credit any dividends or other amounts received by or for the Client or arising from the Securities received on behalf of the Client to the Securities Cash Account after deduction of any fees and/or handling charges determined by YSHK from time to time.
- 2.4 If YSHK is required at any time to make delivery or return any Securities to the Client, it shall be sufficient if YSHK delivers or returns Securities of the same class and relevant nominal amount (subject to any capital reorganization of the company to which the Securities relate).
- 2.5 YSHK has the right to hold all Securities and assets or other property in the Securities Cash Account as a continuing security for the payment and/or discharge of the Obligations of the Client arising from any Transaction. YSHK further has the right to appropriate or dispose of all or part of the Securities or assets or other property held under the Securities Cash Account for the settlement of any Obligations.
- 2.6 YSHK or its nominee may, but is not obliged to, exercise the voting rights attached to the Securities in accordance with the Client's Instructions.



### 3. Interest On Trust Money

- 3.1 YSHK has the right to retain for itself any and all interest accrued on any amount in any trust account or any account established by YSHK for the Securities Cash Account unless the Client is notified by YSHK to the contrary. Any interest earned will be at such rate and on such terms as may be determined by YSHK from time to time.

## SCHEDULE 2 – ADDITIONAL TERMS FOR SECURITIES MARGIN ACCOUNT

### 1. Introduction

- 1.1 This schedule is supplemental to the General Terms and applies to Securities Margin Account.

### 2. Activities Under The Securities Margin Account

- 2.1 YSHK will only provide Financial Accommodation to the Client for the purpose of the acquisition or the continued holding of Securities and the Client may not withdraw funds under such facility for any other purposes.

- 2.2 The Client agrees that YSHK is under no obligation at any time to provide or continue to provide any Financial Accommodation or to make any advances. For the avoidance of doubt, if a debit balance arises on the Client's Securities Margin Account or any other margin account held with any member of the Yuanta Group, YSHK shall not be, nor shall it be deemed to be, obliged to make, provide or continue to provide Financial Accommodation. For instance, but without limitation, the fact that YSHK permits a debit balance to arise in any margin account shall not imply any obligation on the part of YSHK to advance monies or incur any obligation on the Client's behalf on any subsequent occasion, but without prejudice to the Client's Obligations in respect of any debit balance which YSHK has permitted to arise.

### 3. Authorization To YSHK

- 3.1 The Client authorizes YSHK to do the following acts and things relating to the Securities Margin Account at the sole discretion of YSHK:-
- to deposit into or transfer payment to and from the Securities Margin Account whether to settle any outstanding payments or to effect any set off;
  - to draw on any credit balance in the Securities Margin Account, including the disposal of any Collateral or other Securities or other assets held for or on the Client's behalf for the settlement of any Obligations owed by the Client to YSHK, a member of the Yuanta Group or any third party;
  - to ask for and receive from any member of the Yuanta Group all information relating to the status of any account maintained with such member of the Yuanta Group.
- 3.2 YSHK shall have the right in its sole discretion to do any of the following provided standing authority is obtained from the Client:
- to withdraw or take possession of the Collateral and to pledge, charge, dispose of and realise all or part of the Collateral;
  - to deposit any Collateral with or lend any Collateral to an authorized institution or a licensed dealer or such other party permitted by the Governing Rules as collateral for Financial Accommodation provided to YSHK or for the discharge or satisfaction of YSHK's settlement obligations and liabilities; and
  - to apply any Securities or Collateral pursuant to a securities borrowing and lending agreement.

### 4. Custody Over Securities And Securities Collateral

- 4.1 The Client agrees to pay YSHK and/or deposit at all times sufficient Collateral in such form and of such amounts as required by YSHK from time to time for the procurement of the Margin Facility ("Margin Requirement"). Such Margin Requirement demanded or required by YSHK may exceed any margin requirement prescribed by any Exchange or Clearing House or broker. YSHK may change any Margin Requirement in its sole discretion and at any time without prior notice to the Client. If YSHK determines that additional margin is required, the Client agrees to make payment to and/or deposit with YSHK such additional margin forthwith upon demand. All funds provided by the Client as margin shall be cleared funds and all Securities provided by the Client as margin shall be Securities to which the Client has valid and unencumbered title. No previous Margin Requirement shall establish any precedent.
- 4.2 The Client warrants and represents that the Collateral shall be free from all encumbrances other than that constituted under the Securities Margin Account and that the Client is lawfully entitled to create security over them in favour of YSHK.
- 4.3 Securities in respect of the Account which are Securities listed or traded on the Stock Exchange or interests in a collective investment scheme authorised by the SFC and not deposited with YSHK as Collateral shall be deposited in safe custody in a segregated account which is designated as a trust account or client account maintained in Hong Kong by YSHK or an Associated Entity of YSHK with an authorised financial institution, a custodian approved by the SFC for providing custodian facilities or another intermediary licensed for dealing in securities or registered in the name of the Client or in the name of the Associated Entity of YSHK.
- 4.4 Securities in respect of the Account which are deposited as Collateral and are Securities listed or traded on the Stock Exchange or are interests in a collective investment scheme shall be deposited in safe custody in a segregated account which is designated as a trust account or client account maintained in Hong Kong by YSHK or an Associated Entity of YSHK with an authorised financial institution, a custodian approved by the SFC for providing custodian facilities or another intermediary licensed for dealing in securities or registered in the name of the Client, the name of YSHK or the name of an Associated Entity of YSHK.
- 4.5 Securities in respect of the Account, including Securities deposited as Collateral with YSHK which are not listed nor traded on the Stock Exchange nor are interests in a collective investment scheme shall be dealt with according to the applicable Governing Rules.
- 4.6 YSHK will credit any dividends or other amounts received by or for the Client or arising from the Collateral and other Securities received on behalf of the Client to the Securities Margin Account after deduction of any fees and/or handling charges determined by YSHK from time to time. Dividends or other amounts derived from Collateral may, at YSHK's discretion, be considered as Collateral.
- 4.7 YSHK or its nominee may, but is not obliged to, exercise the voting rights attached to the Securities (including Collateral) in accordance with Client's Instructions.
- 4.8 If YSHK is required at any time to make delivery of or return any Securities, including any Collateral to the Client, it shall be sufficient if YSHK delivers or returns Securities or property of the same class and relevant nominal amount (subject to any capital reorganization of the company to which the Securities or Collateral relates).
- 4.9 YSHK has the right to hold all Collateral and any Securities, assets or other property in the Securities Margin Account as a continuing security for the payment and/or discharge of the Obligations of the Client arising from any Transaction or any matter relating to the Account or any amounts owing to YSHK or any member of the Yuanta Group. YSHK further has the right to appropriate or dispose of all or part of the Collateral, Securities, assets or other property held under the Securities Margin Account for the settlement of any Obligations.
- ### 5. Enforcement Of Collateral
- 5.1 YSHK has the right without prior notice or consent from the Client, to dispose of or otherwise deal with any part of the Collateral in its absolute discretion when any amount in the Securities Margin Account has become due and payable. In the event of any deficiency after disposal of the Collateral, the Client shall make good and pay on demand to YSHK such deficiency.
- 5.2 Cash in the Securities Margin Account and any proceeds from the disposal of Collateral shall be applied in the following order:
- in payment of all costs, charges, legal and other fees and expenses including stamp duty, commission and brokerage properly incurred in transferring or perfecting title of any part of the Collateral;
  - in payment of the interest for the time being accrued and due;
  - towards the payment of the amount due (other than the interest) under the Securities Margin Account;
  - towards the payment of all or part of the amount due by the Client to any member of the Yuanta Group; and
  - the residue, if any, shall be paid to the Client or his order.
- 5.3 YSHK may resort to other means of obtaining payment or securing performance as it thinks fit without affecting the security created herein.
- 5.4 The Client shall pay or reimburse YSHK immediately upon demand all costs, charges and expenses incurred by YSHK in connection with the enforcement of or the preservation of any of the rights of YSHK under the Securities Margin Account including but not limited to the legal fees and collection expenses incurred by YSHK on a full indemnity basis.
- 5.5 Without prejudice to any terms to this Agreement, calls or demands for Margin Requirement ("Margin Call") must be met or satisfied by the Client forthwith upon demand by YSHK. The Client shall on demand put YSHK in funds or moneys or arrange for YSHK to be put in funds or moneys in time to enable YSHK to discharge any liability incurred or to be incurred in connection with trading, dealing or transaction effected in relation to the Securities Margin Account. The Client shall on demand reimburse YSHK for all costs and expenses incurred by Securities Margin Account in connection with the trading, dealing or Transaction effected in relation to the Securities Margin Account and/or pay or settle any outstanding amount under the Securities Margin Account

## 6. Interest

- 6.1 YSHK may charge interest on any loans or facilities made under or available for the Securities Margin Account on a daily basis at such rate as may be determined by YSHK from time to time subject to any applicable laws.
- 6.2 Unless otherwise negotiated with YSHK, YSHK will charge an interest at a rate equivalent to five per cent (5%) above the prevailing prime or best lending rate for Hong Kong dollars of The Hongkong and Shanghai Banking Corporation Limited or other bank as determined by YSHK from time to time. The interest rate and arrangements for collection of interest shall be subject to change at YSHK's discretion and shall be binding on the Client.
- 6.3 YSHK has the right to retain for itself any and all interest accrued on any amount in any trust account or any account established by YSHK for the Securities Margin Account unless the Client is notified by YSHK to the contrary. Any interest earned shall be at such rate and on such terms as may be determined by YSHK from time to time.

## SCHEDULE 3 – ADDITIONAL TERMS FOR FUTURES ACCOUNT

### 1. Introduction

- 1.1 This schedule is supplemental to the General Terms and applies to Futures Account.

### 2. Orders And Instructions

- 2.1 The Client hereby authorizes YSHK to sell and/or purchase Futures Contracts and/ or options contracts traded on the Futures Exchange for and on behalf of the Client pursuant to his Instructions given in accordance with clause 2.2 of this Schedule 3.
- 2.2 The Client may give Instructions to effect Transactions or for transfer or withdrawal of funds in the Futures Account orally, in writing or through any Electronic Means as approved by YSHK from time to time and must quote the Futures Account's name, number or other forms of identification as YSHK may designate. The Client's Instructions shall be irrevocable unless YSHK expressly agrees otherwise and shall only be effective upon actual receipt by YSHK. Unless otherwise disclosed herein or to the Client in writing, YSHK is acting solely as broker to any Transactions made with YSHK by the Client and does not trade on its own discount. Save as aforesaid, YSHK shall have the right (at the absolute discretion of YSHK, and without assigning any reason thereof) to refuse to act for the Client in any particular Transaction and shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with YSHK declining to act on such Instruction.
- 2.3 The Client also agrees not to exceed the position limits set by any regulatory authority as well as limits established by the Futures Exchange, other Commodities exchanges and boards of trade for the Client's Account, acting alone or in concert with others, and to promptly advise YSHK if the Client is required to file reports of the Client's positions with the Securities and Futures Commission, the Futures Exchange, the Clearing House or other similar regulatory authority.
- 2.4 The Client acknowledges the right of YSHK to limit the number of open positions the Client may maintain or acquire through YSHK at any time.
- 2.5 The Client acknowledges that YSHK is bound by Rules 630 and 632 of the Futures Exchange which permits the Chief Executive of the Futures Exchange to take steps to limit positions or require the Closing Out of Exchange Contracts on behalf of such clients who in the opinion of the Chief Executive are accumulating positions which are or may be detrimental to any particular market or markets or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.
- 2.6 The Client may from time to time instruct YSHK to enter into any Futures Contract and/ or options contract traded on the Futures Exchange on behalf of the Client and YSHK shall be entitled in its absolute discretion but not bound to accept such Instruction. Any such Instruction shall be transmitted at the risk of the Client. Where following the sale of any Securities, Commodities or other properties by YSHK at the direction of the Client (including any short sale effected for the Client) YSHK shall be unable to deliver the same to the purchaser by reason of the Client's failure to supply YSHK therewith the Client authorizes YSHK to borrow and/or do anything necessary to make delivery of any Securities, Commodities or other properties and the Client hereby agrees to guarantee, indemnify and hold YSHK harmless against any loss which YSHK may sustain thereby including any costs associated with borrowing and/or doing anything necessary to make delivery of any such Securities, Commodities or other properties, any premiums which YSHK may be required to pay, or for any loss which YSHK may sustain where YSHK is unable to deliver the Securities, Commodities or other properties sold.
- 2.7 The Client acknowledges that subject to the provisions of the Securities and Futures Ordinance, and any applicable law, YSHK may take the opposite position to the Client's order in relation to any Futures Contract and/ or options contract traded on the Futures Exchange, whether for YSHK's own account, for the account of any member of the Yuanta Group or for the account of other clients of YSHK, provided that such trade is executed competitively on or through the facilities of the Futures Exchange in accordance with the rules and regulations and procedures of the Futures Exchange or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulation of such other exchange.
- 2.8 If YSHK or its agent (as the case may be) shall for any reason whatsoever and howsoever fail to receive payment of all or any part of any amount or delivery of all or any part of any amount of any Commodity (whether from the relevant exchange and/or Clearing House and/or any other person) due to be paid or delivered to the Client in respect of any Futures Contract or options contract traded on the Futures Exchange entered into by YSHK on behalf of the Client on the due date for payment or delivery thereof in accordance with the rules and regulations of the relevant exchange and/ or Clearing House and/ or any applicable laws, YSHK's obligations to make payment or to deliver any Commodity to the Client in respect of such Futures Contract or options contract traded on the Futures Exchange shall thereupon and by virtue of such Commodity as is equal to such payment or such amount as is actually received by YSHK in respect hereof.
- 2.9 YSHK shall be entitled, in its absolute discretion, but shall not be bound to act on any Instruction from the Client to take any action whatsoever or howsoever against any exchange and/or Clearing House and/or any other person in respect of any failure by such exchange and/or Clearing House and/or other person to make any payment or to deliver any amount of any Commodity in respect of any Futures Contract or options contract traded on the Futures Exchange entered into by YSHK on behalf of the Client as provided in clause 2.8 of this Schedule 3 provided that if any such action is taken by YSHK, the Client shall indemnify YSHK in respect of all costs, claims, demands, damages and expenses arising out of or in connection with the taking of such action.
- 2.10 If YSHK or its agent is not able to enter into the number of Futures Contracts or options contracts traded on the Futures Exchange which are specified in any such Instruction, YSHK or its agent may enter into any lesser number of such Futures Contracts or options contracts traded on the Futures Exchange as it may in its absolute discretion determine and the Client shall be bound by such Futures Contracts or options contracts traded on the Futures Exchange so entered into provided that YSHK or its agent (as the case may be) shall not have any obligation or liability whatsoever and howsoever in respect of any Futures Contract or options contract traded on the Futures Exchange specified in such Instruction which have not been entered into.
- 2.11 YSHK may, for the purpose of carrying out any Instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with YSHK or any member of the Yuanta Group on such terms and conditions as YSHK may in its absolute discretion determine. YSHK or any member of the Yuanta Group may be the counterparty to any transaction effected by YSHK on the Client's behalf.
- 2.12 The Client shall, forthwith upon request by YSHK, supply to YSHK in relation to any Futures Contract or options contract traded on the Futures Exchange entered into by YSHK on its behalf such information in relation to the delivery and/or settlement and/or (in the case of an options contract traded on the Futures Exchange) exercise of any such Futures Contract or options contract traded on the Futures Exchange which has not been Closed Out or, as the case may be exercised, as YSHK may request.
- 2.13 Any statement or confirmation issued by YSHK stating the price or value at which any Futures Contract or options contract traded on the Futures Exchange is entered into or Closed Out, or the exchange rate applicable in any currency conversion, or the amount owing by the Client to YSHK at any given time, shall (in the absence of manifest error) be binding on the Client as to the particulars stated.

### 3. Lien And Power Of Sale

- 3.1 Without prejudice and in addition to any general lien, right of set off or similar right to which YSHK may be entitled by law or otherwise, any funds, Securities, Commodities, Futures Contracts, Options Contract, or other properties held by YSHK for any purpose for the Client or carried by YSHK in the Client's Account (either solely or jointly with others) or which may be in the possession of YSHK, or in the possession of any member of the Yuanta Group in Hong Kong or in other parts of the world, at any time and for any purpose, including safe-keeping, for the Client and/or in the Client's name (hereinafter collectively called "Client's Property") shall be subject to a general lien in favour of YSHK

- 3.2 and are to be held by YSHK as security for the payment of any liability of the Client to YSHK. YSHK shall also have the right to exercise any or all of the powers more particularly set out in clauses 3.5 and 3.6 of this Schedule 3 hereof in respect of the Client's Property regardless of whether any other person is interested in the Client's Property or YSHK has made advances in connection with the Client's Property and irrespective of the number of the Client's Account.
- 3.3 The Client agrees that the Client shall be liable for all debit balance owing in the Client's Account whether or not the Client's Account is liquidated including all debts and/or deficiencies resulting from a liquidation of the Client's Account.
- 3.4 Debit balance in the Client's Account shall be charged with interest thereon at a rate to be determined by YSHK from time to time with or without notice to the Client and the Client shall promptly settle, upon demand, all liabilities outstanding to YSHK, together with all fees, costs, commissions, brokerage, levies, and other charges and expenses which YSHK may charge against the Client in accordance with this Agreement and all costs, charges and expenses (including all legal fees and expenses on full indemnity basis) which YSHK may incur in enforcing or obtaining payment from the Client or in attempting to do so.
- 3.5 The Client agrees to pay immediately on demand any amount owing to YSHK with respect to any of the Client's Account.
- 3.6 If any of the following events occurs:
- (if applicable) a petition is presented or an order is made or an effective resolution is passed or analogous proceedings are taken for the winding up of the Client save for the purposes of an amalgamation, merger or reconstruction the terms whereof have previously been approved by YSHK;
  - the Client fails to pay or admits his inability to pay his debts as and when they fall due or the Client convenes a meeting for the purpose of making, or proposes and/or enters into any arrangement or composition for the benefit of the Client's creditors;
  - (if applicable) the Client shall become bankrupt, or otherwise become insolvent or make any arrangement or composition with the Client's creditors;
  - an encumbrancer takes possession or a receiver or similar officer is appointed of the whole or any part of the assets or the undertaking (if applicable) of the Client or a distress or execution is levied or enforced upon or sued out against the property or the Client's Account and is not discharged within seven days of being levied;
  - in the event of the death or judicial declaration of incompetence of the Client;
  - whenever YSHK at the sole discretion of YSHK shall consider it necessary for the protection of YSHK, because of margin requirements or otherwise;
  - determines in its absolute discretion that YSHK is under an obligation to comply with any requirement imposed by any relevant exchange and/or Clearing House and/or broker or any applicable laws, rules and regulations;
  - the Client violates or fails to perform on a timely basis any term, covenant or condition on its part to be performed hereunder;
  - any third party asserts a claim in respect of any monies in the Account;
  - any information supplied by the Client to YSHK or any warranty made by the Client is incorrect or misleading in any material respect;
  - it shall become unlawful for the Client to maintain the Account or to perform any of the Client's obligations under these additional terms, or any authorization, consent, approval or licence necessary for the Client to continue the Account or to perform any of his obligations under these additional terms shall be revoked or otherwise cease to be in full effect; or
  - there occurs a material adverse change in the business, assets or general condition of the Client which, in the absolute opinion of YSHK, may adversely affect the due performance by the Client of his Obligations under these additional terms.

YSHK shall have the right without notice and in its absolute discretion, to take such action or do such act, matter or thing (such action includes but not limited to closing out and/or performing any open contract) as it may consider necessary or desirable to comply with or to perform, cancel or satisfy any obligation of YSHK to the Client or any obligations of the Client and/or YSHK to a relevant exchange and/or Clearing House and/or broker, as the case may be, including without limitation to:

- sell, realize or convert into cash the Client's Property (and YSHK is hereby authorized by the Client to do all such things necessary or incidental to such sale) and utilise the proceeds to offset and discharge part or all of the Obligations the Client may have to YSHK (either directly or by way of guarantee or surety) or to any member of the Yuanta Group;
  - sell any or all Securities, or Commodities which may be long in the Client's Account;
  - buy any or all Securities, or Commodities which may be short in the Client's Account;
  - enter into liquidate straddle or spread positions with respect to any Securities or Commodities long or short in any of the Client's Account;
  - cancel any outstanding orders or other commitments made on behalf of the Client; and/or
  - exercise any option (put or call) arising from any options contracts traded on the Futures Exchange held by YSHK on behalf of the Client in order to close the Client's Account.
- 3.7 Such sale or purchase may be public or private and all rights in clause 3.5 of this Schedule 3 above may be exercised with or without advertising or notice to the Client and in such manner as YSHK may, in its sole discretion determine, and no demands, tenders or notices which YSHK makes or gives shall be considered a waiver of the right of YSHK to sell or to buy without demand or notice as herein provided. At any such sale YSHK may purchase the Securities or Commodities free of any right of redemption and the Client agrees that in respect of any such sale YSHK shall have no liability for loss thereby incurred and without prejudice to the generality of the foregoing the Client shall not make any claim against YSHK concerning the manner of sale or timing thereof. The proceeds of such transactions are to be applied to reduce the indebtedness owing to YSHK, if any.
- 3.8 On the exercise of YSHK's right under clause 3.5 of this Schedule 3, all amounts owing to YSHK hereunder shall become immediately payable and YSHK shall not be obliged to deliver to the Client any money due to the Client in respect of any Futures Contract or options contract traded on the Futures Exchange or the Account otherwise until all sums due from and liabilities of the Client to YSHK in respect of any such contract or the Account otherwise howsoever in accordance with the terms of this Agreement are satisfied or discharged to the satisfaction of YSHK.
- 4. Client's Account**
- 4.1 All monies, approved securities, approved debt securities or other properties received by YSHK from the Client or from any other person, including the Clearing House for the Client's Account shall be held by YSHK as trustee, segregated from YSHK's own assets and paid into a segregated bank account, a segregated securities account or a segregated debt securities account (as appropriate) (collectively "Segregated Account(s)") in the manner specified in paragraphs 7 to 12 of Schedule 4 to the Code and that all money or other property so held by YSHK shall not form part of the assets of YSHK for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator or similar officer over all or any part of YSHK's business or assets.
- 4.2 Any monies, approved debt securities or approved securities received by YSHK from the Client or from any other person (including the Clearing House) are held in the manner specified in paragraphs 7 to 12 of Schedule 4 to the Code, the Client hereby authorises YSHK to apply such monies, approved debt securities or approved securities in the segregated bank account, segregated debt securities or segregated securities account respectively in the manner specified in paragraphs 14 to 15 of Schedule 4 to the Code in order to:
- meet the obligations of YSHK to the Clearing House or an executing agent arising in connection with F.O. Business transacted by YSHK on the Instructions of the Client provided that no withdrawal from the Segregated Account(s) may be made which would have the effect that the Clearing House margin, variation adjustment requirements or other trading related liabilities in respect of F.O. Business conducted on behalf of any client are thereby financed by other Client's money, approved debt securities or approved securities;
  - meet commission, brokerage, levies and/or other proper charges directly relating to F.O. Business transacted by YSHK on the Instructions of Client (whether or not payable to YSHK);
  - transfer to another Segregated Account;
  - make payments/returned to or in accordance with the directions of the Client, but in such a case notwithstanding the Client's directions, no money may be paid/ no approved debt securities or approved debt may be deposited into another account of YSHK unless that account is a segregated bank account, segregated debt securities account or segregated securities account respectively; and

- e. in particular, the Client acknowledges that YSHK may apply such monies, approved debt securities or approved securities in or towards meeting YSHK's obligations to any party insofar as such Obligations arise in connection with or incidental to F.O. Business transacted on the Client's behalf. The Client agrees that YSHK may retain interest on the Client's money and withdraw such interest from the segregated bank account.

#### **5. Clearing House Account**

- 5.1 The Client acknowledges that in respect of any account of YSHK maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of the F.O. Business transacted on behalf of the Client and whether or not monies, approved debt securities or approved securities paid or deposited by the Client has been paid to or deposited with the Clearing House, as between YSHK and the Clearing House, YSHK deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client and monies, approved debt securities or approved securities paid to or deposited with the Clearing House are thereby freed from the trust referred to in clause 4.1 of this Schedule 3.

#### **6. Margin Requirements**

- 6.1 Except for the purpose of Closing Out the Client's open positions or as the Futures Exchange may from time to time prescribe, generally or otherwise, the Client agrees that YSHK shall not transact F.O. Business for the Client until and unless YSHK has received from the Client Collateral adequate to cover the Client's expected trading liabilities, minimum margins and variation adjustments.
- 6.2 The original margin and variation adjustment, the rates of which to be determined from time to time by YSHK in its sole discretion shall be settled and maintained by the Client in the Client's Account. Any margin call and/or demand for variation adjustment shall be met within the period specified by YSHK from time to time failing which YSHK may Close Out the Client's open positions with or without notice to the Client. If YSHK determines that additional margin is required, the Client agrees to deposit with YSHK such additional margin forthwith upon demand, provided, however, that notwithstanding any demand for additional margin, YSHK may at any time proceed in accordance with clause 3.5 of this Schedule 3. YSHK may require more margin or variation adjustment than that specified by the Futures Exchange and/or the Clearing House and/or other exchanges. YSHK may at any time and in its sole discretion change margin requirements. No previous margin shall establish any precedent. Any new margin requirements once established shall, in the absence of any contrary provisions by YSHK at the sole discretion of YSHK, apply to the Client's existing positions as well as to the new positions in Futures Contracts. Margin requirements may be met by a deposit of cash or Securities or any other form acceptable by YSHK and in accordance with the Rules and Regulations of the Futures Exchange or the rule of other exchanges governing the relevant markets.

#### **7. Margin Call**

- 7.1 The Client acknowledges that YSHK will report to the Futures Exchange and the SFC particulars of all open positions in respect of which two successive margin calls and demands for variation adjustment are not met within the period specified by YSHK and YSHK may require more margin or variation adjustments than that specified by the Futures Exchange and/ or Clearing House and may close out open positions in respect of which any margin calls and demands for variation adjustments are not met within the period specified by YSHK or at the time of making such call(s) or demands(s).
- 7.2 The Client acknowledges that YSHK may be required to report to the Futures Exchange and/or the SFC particulars of all open positions in respect of which margin calls and/or demands for variation adjustment are not met within the period specified by YSHK.

#### **8. Transactions In Foreign Currencies**

- 8.1 In the event that the Client directs YSHK to enter into any contract on an exchange or other market on which such Transactions are effected in a foreign currency,
- any profit or loss arising as a result of fluctuation in the exchange rate affecting such currency will be entirely for the Account and risk of the Client;
  - all initial and subsequent deposits for margin purpose shall be made in such currency in such amounts as YSHK may at the sole discretion of YSHK require; and
  - when such a contract is liquidated YSHK shall debit or credit the Client's account in the currency in which such account is denominated at an exchange rate (where the relevant contract is denominated in currency other than that of the account) determined by YSHK at the sole discretion of YSHK on the basis of the then prevailing money market rates of exchange between such currencies.
  - the Client authorizes YSHK to debit the Client's Account for any expenses incurred in effecting any currency conversion.

#### **9. Levies And Commission**

- 9.1 Every Exchange Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the Securities and Futures Ordinance, the cost of both of which shall be borne by the Client.
- 9.2 Where an Exchange Contract is executed in a market that is subject to the charge of a special levy pursuant to the Exchanges (Special Levy) Ordinance, the Client will bear the cost of any such charges.
- 9.3 In respect of contracts executed in markets other than those organized by the Futures Exchange, any charges levied on such contracts by the relevant markets shall be borne by the Client.
- 9.4 The Client agrees to pay commission, brokerage, levies, and interest on the Client's Account (where applicable) and/or fees and charges or any other charges which YSHK may think fit at a rate to be determined by YSHK or any charges pursuant to the laws of Hong Kong or the Rules of the Futures Exchange or the rules of other exchanges governing the relevant markets.

#### **10. Rules And Laws**

- 10.1 All Transactions shall be subject to the consultation, rules, regulations, customs, usages, rulings and interpretations, from time to time extant or in force of the exchange or other markets (and of their respective clearing house, if any), where the Transactions are executed by YSHK or the agents of YSHK. All Transactions under this Agreement shall also be subject to any law, rules or regulation then applicable thereto, including but not by way of limitation the provisions of the Securities and Futures Ordinance, as amended from time to time and the rules and regulations thereunder.
- 10.2 Transactions related to Exchange Contracts shall be subject to the Rules and Regulations and the procedures of the Futures Exchange. Such Rules contain provisions requiring YSHK in certain circumstances to disclose name, Beneficial Identity and such other information concerning the Client as the Futures Exchange may require and the Client agrees to provide such information concerning the Client as YSHK may require in order for YSHK to comply with the Rules, the Regulations and the procedures and that in the event YSHK fails to comply with the disclosure requirement under Rule 606(a) or 613(a) of the Futures Exchange, the Chief Executive of the Futures Exchange may require the Closing Out of positions on behalf of the Client or the imposition of a margin surcharge on the positions of the Client.
- 10.3 In respect of Transactions related to the F.O. Business executed in markets other than those organized by the Futures Exchange, the Client acknowledges such Transactions shall be subject to the rules and regulations of those markets and not those of the Futures Exchange, with the result that the Client may have a markedly different level and type of protection in relation to those transactions as compared to the level and type of protection afforded by the Rules of the Futures Exchange.
- 10.4 The construction validity and/or performance of this Agreement shall be subject to and governed by the laws from time to time in force in Hong Kong. This provisions herein shall be continuing and shall cover individually and collectively all the Client's Accounts which the Client may open or re-open with YSHK and shall inure to the benefit of, and bind YSHK, YSHK's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client.
- 10.5 No act or omission to act or forbearance by YSHK shall be or be deemed to be a waiver by YSHK of any rights against the Client. Any consent or waiver given by YSHK shall operate as a consent or waiver only in relation to the particular matter it relates and shall in no way be considered as a consent waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of YSHK in future unless expressly so provided in writing and duly signed by and on behalf of YSHK.
- 10.6 Time shall in all respects be of the essence for the performance of the Client's Obligations under or in relation to this Agreement.
- 10.7 The Client shall not assign any contract entered into with YSHK or any of the rights or Obligations thereunder and hereunder without the consent in writing from YSHK given or withheld at YSHK's absolute discretion.
- 10.8 The Client shall immediately on demand supply to YSHK such financial and other information relating to the Client (or, where applicable, the Beneficial Identity of the Client) as YSHK may, in its absolute discretion and without giving any reason therefore require.

## SCHEDULE 4 – ADDITIONAL TERMS FOR OPTIONS ACCOUNT

### 1. Introduction

- 1.1 This schedule is supplemental to the General Terms and applies to Options Account.
- 1.2 YSHK is an Options Exchange Participant of the Stock Exchange. YSHK will be primarily responsible for the Client's affairs with respect to the Options Account.

### 2. Laws And Rules

- 2.1 All Exchanged Traded Options Business shall be effected in accordance with the Rules which apply to YSHK. In particular, the SEOCH has authority under the Rules to make adjustments to the terms of contracts, YSHK shall notify the Client of any such adjustments which affect Client Contracts to which the Client is a party. All actions taken by YSHK, the Stock Exchange, the SEOCH or the HKSCC in accordance with the Rules shall be binding on the Client.
- 2.2 The Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between YSHK and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

### 3. Confirmation

- 3.1 The Client confirms that:
  - a. the Options Account is operated solely for his account and benefit, and not for the benefit of any other person; or
  - b. he has disclosed to YSHK in writing the name of the person(s) for whose benefit the Options Account is being operated; or
  - c. he has requested YSHK to operate the Options Account as an Omnibus Account, and will immediately notify YSHK, on request, of the identity of any person(s) ultimately beneficially interested in the Client Contracts.

### 4. Margin Requirements

- 4.1 The Client agrees to provide YSHK with Margin as YSHK may from time to time demand in its absolute discretion, as security for his obligations to YSHK under this Agreement. Margin shall be paid or delivered as demanded by YSHK from time to time. The amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Options Trading Rules in respect of the Client's open position and delivery Obligations, and further Margin may be required to reflect changes in market value.
- 4.2 If YSHK accepts Client's Securities by way of Margin, the Client authorises and agrees that YSHK may, to the extent permitted under the prevailing laws and regulations, deliver such Securities to the SEOCH as SEOCH collateral in respect of Exchange Traded Options Business resulting from the Client's Instructions to YSHK, without further notice to the Client. YSHK does not have any further authority from the Client to borrow or lend such Securities or otherwise part with possession (except to the Client or on the Client's Instructions) of any of such Securities for any other purpose.

### 5. Client Default

- 5.1 The Client agrees to indemnify YSHK, its officers (including directors), employees and agents, against all losses and expenses resulting from breach of the Client's Obligation under this Agreement, including costs reasonably incurred in collecting debts from the Client, and in closing the Options Account.
- 5.2 If the Client fails to comply with any of his Obligations and/ or to meet his liabilities under this Agreement, including failure to provide Margin, YSHK may in accordance with the Options Trading Rules:
  - a. decline to accept further Instructions from the Client in respect of Exchange Traded Options Business;
  - b. Close Out some or all of the Client's Client Contracts with YSHK;
  - c. enter into contracts, or transactions in Securities, futures or Commodities, in order to settle obligations arising or to hedge the risks to which YSHK is exposed in relation to the Client's failure; or
  - d. dispose of Margin, and apply the proceeds thereof to discharge the Client's liabilities to YSHK.

Any proceeds remaining after discharge of all of the Client's liabilities to YSHK shall be paid to the Client.

### 6. Contracts

- 6.1 In respect of all contracts effected on the Client's Instructions, the Client will pay YSHK, within the time period notified by YSHK, premium, commission and any other charges, and applicable levies imposed by the Stock Exchange, as have been notified to the Client. YSHK may deduct such premium, commissions, charges and levies from the Options Account or any other Accounts in Client's name maintained with YSHK.
- 6.2 YSHK may place limits on the open positions or delivery obligations that the Client may have at any time.
- 6.3 The Client acknowledges that:
  - a. YSHK may be required to Close Out Options Contracts to comply with position limits imposed by the Stock Exchange; and
  - b. if YSHK goes into default, the default procedures of the Stock Exchange may result in Client Contracts being Closed Out, or replaced by Client Contracts between the Client and another Options Exchange Participant;
- 6.4 YSHK may agree, upon the Client's request, to replacing the Client Contracts between YSHK and the Client, in accordance with the Options Trading Rules, with Client Contracts between the Client and another Options Exchange Participant.
- 6.5 On exercise of a Client Contract by or against the Client, the Client shall perform his delivery Obligations under the relevant contract, in accordance with the Standard Contract and as notified by YSHK.
- 6.6 The Client acknowledges that, although all Options Contracts are to be executed on the Stock Exchange, the Client and YSHK shall contract as principals under Client Contracts.
- 6.7 The Client acknowledges that on the expiry day and only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by the SEOCH from time to time. The Client may instruct YSHK to override such an "automatically generated exercise instruction" before the system closure on the expiry day in accordance with the operational clearing procedures of the SEOCH.

### 7. General

- 7.1 YSHK shall provide the Client, upon request, with the product specifications for Options Contracts.
- 7.2 If YSHK fails to meet its obligations to the Client pursuant to this Agreement in respect of Options Accounts, the Client shall have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Investor Compensation Fund from time to time.
- 7.3 Unless the Client is notified by YSHK to the contrary, YSHK has the right to retain for itself all interests accrued on any amount in any trust account or any account established by YSHK for the Options Account, at such rate and terms as determined by YSHK from time to time.

## PART D – RESPECTIVE RISK DISCLOSURE STATEMENTS

### SCHEDULE 1 – RISK OF SECURITIES TRADING

1. The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.
2. Any representation of past performance is not necessarily a guide to future performance.
3. Where investments involve exposure to foreign currencies, changes in rates of exchange may cause the value of the investments to fluctuate up or down.
4. Investments in emerging markets need careful and independent assessment by you of each investment and the risks (including without limitation sovereign risk, issuer risk, price risk, liquidity risk, legal and tax risks). Further, you should be aware that, while such investments can yield high gains, they can also be highly risky as the markets are unpredictable and there may be inadequate regulations and safeguards available to investors.
5. YSHK is entitled to act upon your instructions and you cannot assume that YSHK will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.
6. Before you make any investment, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

## SCHEDULE 2 – RISK OF MARGIN TRADING

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with YSHK. Market conditions may make it impossible to execute contingent orders, such as 'stop-loss' or 'stop-limit' orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your Collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your Account and interest charged on your Account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

## SCHEDULE 3 – RISKS OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL

There is risk if you provide YSHK with an authority that allows YSHK to apply your Securities or Collateral pursuant to a securities borrowing and lending agreement, repledge your Collateral for financial accommodation or deposit your Collateral as collateral for the discharge or satisfaction of YSHK's settlement obligations and liabilities.

If your Securities or Collateral are received or held by YSHK in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a Professional Investor, the authority must specify the period for which it is current and be limited to not more than 12 months. If you are a Professional Investor, these restrictions do not apply.

Additionally your authority may be deemed renewed (i.e. without your written consent) if YSHK issues to you a reminder at least 14 days prior to the expiry of the authority and you do not object to such deemed renewal before the expiry date of your then existing authority.

You are not required by any law to sign these authorities. But an authority may be required by YSHK, for example, to facilitate margin lending to you or to allow your Securities or Collateral to be lent to or deposited as collateral with third parties. YSHK should explain to you the purposes for which one of these authorities is to be used.

If you sign one of these authorities and your Securities or Collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your Securities or Collateral. Although YSHK is responsible to you for Securities or Collateral lent or deposited under the authority, a default by it could result in the loss of your Securities or Collateral.

A Securities Cash Account not involving securities borrowing and lending is available. If you do not require margin facilities or do not wish your Securities or Collateral to be lent or pledged, you should not sign the above authorities but should open a Securities Cash Account instead.

## SCHEDULE 4 – RISKS OF TRADING GROWTH ENTERPRISE MARKET STOCKS

Growth Enterprise Market (the "GEM") stocks involve a high investment risk. In particular, companies may list on the GEM with neither a track record of profitability nor any obligation to forecast future profitability. The GEM stocks may be very volatile and illiquid.

You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of the GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on the GEM stocks may only be found on the internet website operated by the Stock Exchange. Companies listed on the GEM are usually not required to issue paid announcements in gazetted newspapers.

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

## SCHEDULE 5 – RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

The Securities traded under the Nasdaq-Amex Pilot Program (the "PP") are aimed at sophisticated investors. You should consult YSHK and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Stock Exchange or the GEM.

## SCHEDULE 6 – RISKS OF FUTURES AND OPTIONS TRADING

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

### 1. Risks Of Trading Futures And Options

1.1 The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

## FUTURES

### 2. Effect Of Leverage Or "Gearing"

2.1 Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with YSHK to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

### 3. Risk-Reducing Orders Or Strategies

3.1 The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simply "long" or "short" positions.

## OPTIONS

### 4. Variable Degree Of Risk

4.1 Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks.

Warning to option holders

- Some options may only be exercised on an expiry day (European-Style Exercise) and other options may be exercised at any time before expiration (American-Style Exercise). Upon exercise, some options require delivery and receipt of the underlying securities, and that other options require a cash payment.
- An option is a wasting asset and there is a possibility that as an option holder you may suffer the loss of the total premium paid for the option. As an option holder, in order to realise a profit it will be necessary to either exercise the option or close the long option position in the market. Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. You acknowledge that YSHK has no obligation either to exercise a valuable option in the absence of your instruction, or to give to you prior notice of the expiration date of the option.

Warning to option writers

- As a writer of an option, you may be required to pay additional margin at any time. You acknowledge that as an option writer, unlike an option holder, you may be liable for unlimited losses based on the rise or fall of the price of the underlying securities and you gain are limited to the option premium.
- Additionally, writers of American-Style Call (Put) Options may be required at any time before expiry to deliver (or pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities. You recognize that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

- 4.2 The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options you should be aware that the chance of such options becoming profitable ordinarily is remote.
- 4.3 Selling ("writing or granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.
- 4.4 Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

## **ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS**

### **5. Terms And Conditions Of Contracts**

- 5.1 You should ask YSHK about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

### **6. Suspension Or Restriction Of Trading And Pricing Relationships**

- 6.1 Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.
- 6.2 Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair value".

### **7. Deposited Cash And Property**

- 7.1 You should familiarise yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

### **8. Commission And Other Charges**

- 8.1 Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

### **9. Transactions In Other Jurisdictions**

- 9.1 Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask YSHK about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

### **10. Currency Risks**

- 10.1 The profit or loss in transaction in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

### **11. Trading Facilities**

- 11.1 Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary; you should ask YSHK for details in this respect.

### **12. Electronic Trading**

- 12.1 Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

### **13. Off-Exchange Transactions**

- 13.1 In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. YSHK may be acting as your counterparty to the transaction, it may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with applicable rules and attendant risks.

### **14. Margin or Additional margin Requirements or Demands For Variation Adjustment**

- 14.1 14.1 You agree to provide to and maintain with YSHK such margin together with such guarantees and other security in such form and amount and on such terms as YSHK may in its absolute discretion require from time to time. Such margin requirements established by YSHK may exceed any margin requirements prescribed by any Exchange or Clearing house or broker. YSHK may change margin requirement in its sole discretion and at any time without prior to the Client. If YSHK determines that additional margin is required, the Client agrees to deposit with YSHK such additional margin forthwith upon demand.
- 14.2 In respect of all futures contracts and/or option contracts entered into by YSHK on behalf of the Client, the client shall provide to YSHK such margin or additional margin or demands for variation adjustment as YSHK may in its absolute discretion require immediately upon demand. Such calls for margin or additional margin requirements or demands for variation adjustment by YSHK may exceed the margin requirements or variation adjustments prescribed by Futures Exchange or Clearing House and may be changed by YSHK with immediate effect without prior notice to the Client. YSHK is obliged to report to the Futures Exchange particulars of all Open Contracts in respect of which the Client has failed on two successive occasions to meet a demand for margin or additional margin or variation adjustments and YSHK may close out the Client's Open Contracts in respect of which any demand for margin or additional margin variation adjustments has not been met.

## **SCHEDULE 7 – RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES**

If you provide YSHK with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

## **SCHEDULE 8 – RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**

Client assets received or held by YSHK outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

## **SCHEDULE 9– RISKS OF TRADING IN EXCHANGE TRADED DERIVATIVE PRODUCTS**

This risk disclosure statement does not purport to disclose or discuss all of the risks, or other significant aspects, of conducting transactions or of the transactions conducted. Exchange traded derivatives products involve high risks and is not suitable for all types of investors. Prior to trading in any

exchange traded derivatives products, you should consider the suitability of the transaction to your particular circumstances and financial position. You should also have a thorough understanding of the product as well as the terms and conditions of the product being offered and consult your brokers or other professional advisors where necessary. Yuanta Securities (Hong Kong) Company Limited owes no duty to exercise any judgment on your behalf as to the merits or suitability of any transactions, security or instruments.

## 1. DERIVATIVE WARRANTS

Derivative warrants are an instrument that gives an investor the right to “buy” or “sell” an underlying asset at a pre-set price prior to a specified expiry date. At expiry, settlement is usually made in cash rather than a purchase or sale of the underlying asset.

Derivative warrants can be issued over a range of assets, including stocks, stock indices, currencies, commodities, or a basket of securities. They are generally divided into two types: calls and puts. Holders of call warrants have the right, but not obligation, to purchase from the issuer a given amount of the underlying asset at a predetermined price (also known as the exercise price) within a certain time period. Conversely, holders of put warrants have the right, but not obligation, to sell to the issuer a given amount of the underlying asset at a predetermined price within a certain time period.

### 1.1 RISK OF TRADING DERIVATIVE WARRANTS

#### (a) Issuer risk

Derivative warrant holders are unsecured creditors of the issuer and they have no preferential claim to any assets an issuer may hold. Therefore, investors are exposed to credit risk in respect to the issuer.

#### (b) Gearing risk

Although derivative warrants may cost a fraction of the price of the underlying assets, a derivative warrant may change in value more or less rapidly than the underlying assets. In the worst case the value of the derivative warrants falls to zero and holders may lose their entire purchase price.

#### (c) Limited life

Unlike stocks, derivative warrants have an expiry date and therefore a limited life. Unless the derivative warrants are in-the-money, they become worthless at expiration.

#### (d) Time decay

The value of derivative warrants will decrease over time. Therefore, derivative warrants should never be viewed as products that are bought and held as long term investments.

#### (e) Volatility

An increase in the volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price.

#### (f) Market forces

In addition to the basic factors that determine the theoretical price of a derivative warrant, derivative warrant prices are also affected by the demand for and supply of the derivative warrants. Supply and Demand forces may be greatest when a derivative warrant issue is almost sold out and when there are further issues of an existing derivative warrant.

#### (g) Turnover

High turnover in a derivative warrant should not be regarded as an indication that its price will go up. The price of a derivative warrant is affected by many factors from market forces to technical matters such as the price of the underlying asset, the volatility of the price of the underlying asset, the time remaining to expiry, interest rates and the expected dividend on the underlying asset.

## 2. CALLABLE BULL/BEAR CONTRACTS

Callable Bull/Bear Contracts (“CBBC”) are a type of structured product that tracks the performance of an underlying asset without requiring investors to pay the full price required to own the actual asset. They are issued either as Bull or Bear contracts with a fixed expiry date, allowing investors to take bullish or bearish positions on the underlying asset.

CBBC are issued with the condition that during their lifespan they will be called by the issuers when the price of the underlying asset reaches a level (known as the “Call Price”) specified in the listing document. If the Call Price is reached before expiry, the CBBC will expire early and the trading of that CBBC will be terminated immediately. The specified expiry date from the listing document will no longer be valid.

There are two categories of CBBC, namely Category N CBBC and Category R CBBC. A Category N CBBC refers to a CBBC where its Call Price is equal to its Strike Price, and the CBBC holder will not receive any cash payment once the price of the underlying asset reaches or goes beyond the Call Price. A Category R CBBC refers to a CBBC where its Call Price is different from its Strike Price, and the CBBC holder may receive a small amount of cash payment (called “Residual Value”) upon the occurrence of a Mandatory Call Event (“MCE”) but in the worst case, no residual value will be paid.

### 2.1 RISK OF TRADING CALLABLE BULL/BEAR CONTRACTS

#### (a) Mandatory call

A CBBC will be called by the issuer when the price of the underlying asset hits the Call Price and trading in that CBBC will expire early. Payoff for Category N CBBC will be zero when they expire early. When Category R CBBC expire early the holder may receive a small amount of Residual Value payment, but there may be no Residual Value payment in adverse situations. Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back.

#### (b) Gearing effects

Since a CBBC is a leveraged product, the percentage change in the price of a CBBC is greater compared with that of the underlying asset. Investors may suffer higher losses in percentage terms if they expect the price of the underlying asset to move one way but it moves in the opposite direction.

#### (c) Limited life

A CBBC has a limited life, as denoted by the fixed expiry date. The life of a CBBC may be shorter if called before the fixed expiry date. The price of a CBBC fluctuates with the changes in the price of the underlying asset from time to time and may become worthless after expiry and in certain cases, even before the normal expiry if the CBBC has been called early.

#### (d) Movement with underlying asset

Although the price of a CBBC tends to follow closely the price of its underlying asset, but in some situations it may not. Prices of CBBC are affected by a number of factors, including its own demand and supply, funding costs and time to expiry. Moreover, the delta for a particular CBBC may not always be close to one, in particular when the price of the underlying asset is close to the Call Price.

#### (e) Liquidity

Although CBBC have liquidity providers, there is no guarantee that investors will be able to buy/sell CBBC at their target prices any time they wish.

#### (f) Funding costs

The issue price of a CBBC includes funding costs and issuers will specify the formula for calculating the funding costs of their CBBC at launch in the listing documents. Since the funding costs for each CBBC issue may be different as it includes the issuer's financing/stock borrowing costs after adjustment for expected ordinary dividend of the stock plus the issuer's profit margin, investors are advised to compare the funding costs of different issuers for CBBC with similar underlying assets and terms. When a CBBC is called, the CBBC holders (investors) will lose the funding cost for the full period since the funding cost is built into the CBBC price upfront at launch even though with the MCE, the actual period of funding for the CBBC turns out to be shorter.

#### (g) Trading of CBBC close to Call Price

When the underlying asset is trading close to the Call Price, the price of a CBBC may be more volatile with wider spreads and uncertain liquidity. CBBC may be called at any time and trading will terminate as a result.

#### (h) CBBC with overseas underlying assets

Investors trading CBBC with overseas underlying assets are exposed to an exchange rate risk as the price and cash settlement amount of the CBBC are converted from a foreign currency into Hong Kong dollars. Exchange rates between currencies are determined by forces of supply and demand in the foreign exchange markets which are affected by various factors. Besides, CBBC issued on overseas underlying assets may be called outside the Exchange's trading hours.



### 3. LISTED EQUITY LINKED INSTRUMENTS

Equity Linked Instruments (“ELI”) are structured products which can be listed on the Exchange under Chapter 15A of the Main Board Listing Rules. They are marketed to retail and institutional investors who want to earn a higher interest rate than the rate on an ordinary time deposit and accept the risk of repayment in the form of the underlying shares or losing some or all of their investment.

When an investor purchases an ELI, he/ she is indirectly writing an option on the underlying shares. If the market moves as the investor expected, he/ she earns a fixed return from his/ her investment which is derived mainly from the premium received on writing the option. If the market moves against the investor’s view, he/she may lose some or all of his/ her investment or receive shares worth less than the initial investment.

ELI are traded scripless in Hong Kong dollars and odd lots are settled in cash. Investors should note that short selling of ELI is prohibited. To match their directional view on the underlying securities, investors may choose from three different types of ELI listed on the Stock Exchange: Bull, Bear and Range. Other types of ELI may be traded on the Exchange in future.

#### 3.1 RISK OF TRADING LISTED EQUITY LINKED INSTRUMENTS

##### (a) Exposure to equity market

Investors are exposed to price movements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. Investors must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.

##### (b) Possibilities of losing investment

Investors may lose part or all of their investment if the price of the underlying security moves against their investment view.

##### (c) Price adjustment

Investors should note that any dividend payment on the underlying security may affect its price and the payback of the ELI at expiry due to ex-dividend pricing. Investors should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.

##### (d) Interest rates

While most ELI offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential yield of the ELI.

##### (e) Potential yield

Investors should consult their brokers on fees and charges related to the purchase and sale of ELI and payment/ delivery at expiry. The potential yields disseminated by the Hong Kong Exchanges and Clearing Limited (“HKEx”) have not taken fees and charges into consideration.

### 4. EXCHANGE TRADED FUNDS WITH DERIVATIVE NATURE

Exchange Traded Funds (ETFs) are passively managed and open-ended funds. All listed ETFs on the HKEx securities market are authorized by the Securities and Futures Commission as collective investment schemes. They are designed to track the performance of their underlying benchmarks (e.g. an index, a commodity such as gold, etc) and offer investors an efficient way to obtain cost-effective exposure to a wide range of underlying market themes.

ETFs can be broadly grouped into two types: Physical ETFs (i.e. traditional or in-specie ETFs) and Synthetic ETFs. Many of physical ETFs directly buy all the assets needed to replicate the composition and weighting of their benchmark (e.g. constituents of a stock index). Some physical ETFs with underlying equity-based indices may also invest partially in futures and options contracts. Synthetic ETFs do not buy the assets in their benchmark. Instead, they typically invest in financial derivative instruments to replicate the benchmark’s performance.

#### 4.1 RISK OF TRADING EXCHANGE TRADED FUNDS

##### (a) Market risk

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

##### (b) Tracking errors

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/ assets, and the ETF manager’s replication strategy.

##### (c) Trading at discount or premium

An ETF may be traded at a discount or premium to its Net Asset Value. This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

##### (d) Foreign exchange risk

Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price.

##### (e) Liquidity risk

Securities Market Makers (“SMMs”) are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, investors may not be able to buy or sell the product.

##### (f) Counterparty risk involved in ETFs with different replication strategies

Where ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark, they are exposed to counterparty risk of the swap dealers or the derivative instruments’ issuers and may suffer losses if such dealers or issuers default or fail to honor their contractual commitments.

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

### 5. CONVERTIBLE BONDS

Convertible bonds have investment characteristics of both debt and equity securities. A convertible bond gives its holder the right to convert the bond into shares of the issuing corporation according to predetermined terms during a conversion period or at conversion dates.

Convertible bonds have the characteristics of debt securities, such as interest payments and a definite date upon which the principal must be repaid. They also offer possible capital appreciation through the right to convert the bonds into shares at the holder’s option according to stipulated terms over certain periods. Due to their conversion feature, convertible bonds usually offer a slightly interest payments than corporate bonds.

#### 5.1 RISK OF TRADING CONVERTIBLE BONDS

##### (a) Issuer risk

Issuer may fail to pay interest or principal to bond holders on time.

##### (b) Interest rate risk

The price of fixed rate bonds fluctuates according to changes in market interest rates. Prices for fixed rate bonds move inversely with changes in interest rates. In general, market interest rate movements have a larger impact on the price of bonds with a longer remaining period to maturity.

##### (c) Liquidity risk

Liquidity of some bonds in the secondary market may be low. Investors may find it hard to buy or sell such bonds and need to hold them to maturity.

##### (d) Foreign exchange risk

Exchange rate risk exists if the bond is denominated in foreign currency.

##### (e) Equity risk

If the bond is converted into shares of the issuing corporation, equity risk associated with the stock will be existed.

## SCHEDULE 10 – OVERSEAS MARKET RISK

Transactions involving markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such market may be subject to regulation which may offer different or diminished investor protection. Before trading, you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask for details about the types of redress available in both Hong Kong and other relevant jurisdictions before starting to trade.

## SCHEDULE 11 – GENERIC RISKS ASSOCIATED WITH OTC DERIVATIVE TRANSACTIONS

OTC derivative transactions, like other financial transactions, involve a variety of significant risks. The specific risks presented by a particular OTC derivative transaction necessarily depend upon the terms of the transaction and your circumstances. In general, however, all OTC derivative transactions involve some combination of market risk, credit risk, funding risk and operational risk.

- (a) Market risk is the risk that the value of a transaction will be adversely affected by fluctuations in the level or volatility of or correlation or relationship between one or more market prices, rates or indices or other market factors or by illiquidity in the market for the relevant transaction or in a related market.
- (b) Credit risk is the risk that a counterparty will fail to perform its obligations to you when due.
- (c) Funding risk is the risk that, as a result of mismatches or delays in the timing of cash flows due from or to your counterparties in OTC derivative transactions or related hedging, trading, collateral or other transactions, you or your counterparty will not have adequate cash available to fund current obligations.
- (d) Operational risk is the risk of loss to you arising from inadequacies in or failures of your internal systems and controls for monitoring and quantifying the risks and contractual obligations associated with OTC derivative transactions, for recording and valuing OTC derivative and related transactions, or for detecting human error, systems failure or management failure.

There may be other significant risks that you should consider based on the terms of a specific transaction. Highly customised OTC derivative transactions in particular may increase liquidity risk and introduce other significant risk factors of a complex character. Highly leveraged transactions may experience substantial gains or losses in value as a result of relatively small changes in the value or level of an underlying or related market factor.

Because the price and other terms on which you may enter into or terminate an OTC derivative transaction are individually negotiated, these may not represent the best price or terms available to you from other sources.

In evaluating the risks and contractual obligations associated with a particular OTC derivative transaction, you should also consider that an OTC derivative transaction may be modified or terminated only by mutual consent of the original parties and subject to agreement on individually negotiated terms. Accordingly, it may not be possible for you to modify, terminate or offset your obligations or your exposure to the risks associated with a transaction prior to its scheduled termination date.

Similarly, while market makers and dealers generally quote prices or terms for entering into or terminating OTC derivative transactions and provide indicative or mid-market quotations with respect to outstanding OTC derivative transactions, they are generally not contractually obligated to do so. In addition, it may not be possible to obtain indicative or mid-market quotations for an OTC derivative transaction from a market maker or dealer that is not a counterparty to the transaction. Consequently, it may also be difficult for you to establish an independent value for an outstanding OTC derivative transaction. You should not regard your counterparty's provision of a valuation or indicative price at your request as an offer to enter into or terminate the relevant transaction at that value or price, unless the value or price is identified by the counterparty as firm or binding.

The above does not purport to disclose all of the risks and other material considerations associated with OTC derivative transactions. You should not construe this generic disclosure statement as business, legal, tax or accounting advice or as modifying applicable law. You should consult your own business, legal, tax and accounting advisers with respect to proposed OTC derivative transactions and you should refrain from entering into any OTC derivative transaction unless you have fully understood the terms and risks of the transaction, including the extent of your potential risk of loss.

## Schedule 12 – RISK OF TRADING LISTED RENMINBI-DENOMINATED SECURITIES

The following risk disclosure statements may not disclose all the risks and information in relation to investing in Renminbi products. For example, selling restrictions may be applicable to certain investors in accordance with the restrictions as stipulated in the relevant prospectus of the Renminbi products. You must therefore read the relevant prospectus, circular or any other documents in respect of each Renminbi products and carefully consider all other risk factors set out therein before deciding whether to invest.

1. Exchange risks and Daily Conversion Limit, etc.  
Renminbi (RMB) is currently not freely convertible and there may at any given time be limited availability of RMB outside Mainland China. There is conversion risk in RMB denominated securities, and daily or other limits may apply to conversion amounts. If converting to or from RMB in Hong Kong, you may have to allow sufficient time to avoid exceeding such limits. In addition, there is a liquidity risk associated with RMB denominated securities, especially if such securities do not have an active secondary market and their prices have large bid/offer spreads.  
Investment in RMB denominated securities is subject to exchange rate risks. The value of the RMB against any other foreign currencies fluctuates and is affected by changes in Mainland China and international political and economic conditions and by many other factors. The value of RMB settlement amounts compared to other currencies will vary with the prevailing exchange rates in the market.  
For RMB products which are not denominated in RMB or with underlying investments which are not RMB-denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the RMB exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g. settling operating expenses).
2. Interest rate risks  
For RMB products which are, or may invest in, RMB debt instruments, you should pay attention to the fact that such instruments may be susceptible to interest rate fluctuations, which may adversely affect the return and performance of the RMB products.
3. Limited availability of underlying investments denominated in RMB  
For RMB products that do not have access to invest directly in Mainland China, their available choice of underlying investments denominated in RMB outside Mainland China may be limited. Such limitation may adversely affect the return and performance of the RMB products
4. Projected returns which are not guaranteed  
If the RMB investment product is attached with a statement of illustrative return which is (partly) not guaranteed, you should pay particular attention to any disclosure relating to the return (or the part of the return, as the case may be) which is not guaranteed and the assumptions on which the illustrations are based, including, e.g., any future bonus or dividend declaration.
5. Long term commitment to investment products  
For RMB products which involve a long period of investment, if you redeem your investment before the maturity date or during the lock-up period (if applicable), you may incur a significant loss of principal where the proceeds may be substantially lower than your invested amount. You may also suffer from early surrender / withdrawal fees and charges as well as the loss of returns (where applicable) as a result of redemption before the maturity date or during the lock-up period.
6. Credit risk of counterparties  
You should pay particular attention to the credit risk of counterparties involved in the RMB products. To the extent that the RMB products may invest in RMB debt instruments not supported by any collateral, such products are fully exposed to the credit risk of the relevant counterparties. Where a RMB product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the RMB product and result in substantial loss.
7. Liquidity Risk  
RMB products may suffer significant losses in liquidating the underlying investments, especially if such investments do not have an active secondary market and their prices have large bid / offer spreads.
8. Possibility of not receiving RMB upon redemption  
For RMB products with a significant portion of non-RMB denominated underlying investments, you should pay attention to the possibility of not receiving the full amount in RMB upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to the currency.

## SCHEDULE 13 – INTERNET RISK

Since YSHK does not control signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading online (via internet). Trading currencies involves substantial risk that is not suitable for everyone. Although, trading online is convenient or efficient, it does not necessarily reduce risks associated with currency trading. You should recognize that foreign exchange trading spot prices may vary from institution to institution and from minute to minute which may arise, including without limitation, as a result of a time lag in data transmission, and that it may prove impossible to effect trades even at advertised prices. Thus you agree to accept that such prices as YSHK may offer from time to time are the best prices then available.

YSHK shall take all reasonably practicable steps to secure the transmission of information and communication between you and us via the internet. However, you acknowledge that complete security cannot be guaranteed and any Transaction over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission given the open nature of the Internet and such mode of transmission and communication is used at your own risk. Your further acknowledge that there may be a time lag in transmission of information, instruction and communication via the internet.

## PART E – NOTES RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE OF HONG KONG (THE "PDPO")

1. From time to time, it may be necessary for the Client to supply YSHK with personal data ("data") in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of securities, futures, commodities, foreign exchanges, mutual funds / unit trusts, bonds, derivatives, insurances, mandatory provident fund schemes, asset management, capital investment entrant scheme, securities nominee and/or other financial products related services or facilities. The data is collected pursuant to applicable laws, regulations, rules or codes binding on YSHK.
2. Failure to supply such data may result in YSHK being unable to open or continue accounts or establish or continue credit facilities or provide the services and products mentioned in clause 1 above to you.
3. It is also the case that data may be collected from you in the ordinary course of the continuation of the business relationship.
4. YSHK will not collect any personal data that identifies an user to this website from cookies (which are small pieces of information stored on a person's computer containing information that can be retrieved by this website) or other sources, unless specified otherwise.
5. The purposes for which the data relating to you may be used are as follows:-
  - a. the daily operation of securities-related services and credit facilities provided to you;
  - b. conducting credit checks;
  - c. assisting other financial institution to conduct credit checks;
  - d. ensuring ongoing credit worthiness of you;
  - e. designing financial services or related products for your use;
  - f. marketing financial services or relating products (please see further details in clause 7 below);
  - g. determining the amount of indebtedness owed to or by you;
  - h. collection of amounts outstanding from you and amounts as security for your obligations;
  - i. meeting the requirements to make disclosure under the requirements of any law regulations rules, codes binding on YSHK;
  - j. to comply with any court orders, law, rules, regulations, codes of practice, guidelines or requests, including without limitation to make disclosures of your data to regulators, governmental bodies, tax authorities or industry recognized bodies such as exchanges, fiscal and monetary authorities, securities and banking associations and credit reference agencies, all of which may be within or outside Hong Kong;
  - k. to comply with any obligations, requirements or arrangements that YSHK or Yuanta Group have or may have in the future with local or foreign regulatory or tax authorities, whether imposed by law or assumed by them for the protection of their financial, commercial business or other legitimate interests in or related to such jurisdictions, including but not limited to compliance with obligations binding on YSHK or YSHK Group pursuant to arrangements in relation to the Foreign Account Tax Compliance Act of the United States of America ("FATCA");
  - l. for establishing whether you are a citizen of the United States, resident of the United States for its federal income tax purposes or otherwise subject to tax in the United States and/or to substantiate whether your account has US status for the purposes of FATCA; and
  - m. purposes ancillary or relating to any of the above.
6. Data held by YSHK relating to you will be kept confidential but YSHK may provide such information to the following parties for the purposes set out in paragraph 5 above:-
  - a. any agent, contractor or third party service provider who provides administrative, telecommunications, computer legal, accounting, payment or securities clearing or other services to YSHK or any member of the controlling group of YSHK including, its subsidiaries, its controlling company and the subsidiaries and associated companies of such controlling company ("Yuanta Group") in connection with the operation of its business;
  - b. any member of Yuanta Group
  - c. any person to whom YSHK or Yuanta Group is under an obligation to make disclosure under the requirements of any law, rules, regulations, codes of practice, guidelines or voluntary arrangements binding on YSHK or Yuanta Group including, without limitation, any applicable regulators, governmental bodies, or industry recognized bodies such as exchanges, fiscal and monetary authorities, securities and banking associations and credit reference agencies, (all of which may be within or outside the HKSAR) and where otherwise required by law, including, without limitation, to any tax authority of any jurisdiction (including but not limited to the United States Internal Revenue Service) for the purposes specified above (including but not limited to the compliance with FATCA), or where we have reason to believe you may be a resident for tax purposes, citizen or otherwise subject to tax ;
  - d. any other person under a duty of confidentiality to YSHK;
  - e. any financial institution with which you have or propose to have dealings;
  - f. any actual or proposed assignee of YSHK or participant or sub-participant or transferee of YSHK's rights in respect of the Client;
  - g. any person to whom YSHK or Yuanta Group is compelled by law or by relevant regulatory authorities to make disclosure;
  - h. any person with the Client's express or implied consent;
  - i. an person where YSHK or Yuanta Group's interests require disclosure; and
  - j. any person where the public interest requires disclosure.
7. Use of Data in Direct Marketing  
YSHK intend to use the client's personal data in direct marketing and we require the client's consent (which includes an indication of no objection) for that purpose. The specific requirement regarding your consent (which includes an indication of no objection) is introduced in Part VIA of the Personal Data (Privacy) Amendment Ordinance 2012. In this connection, please note that:
  - (a) the client's name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by YSHK from time to time may be used by YSHK in direct marketing ;
  - (b) the following classes of services, products and subjects may be marketed :
    - (i) securities, futures, foreign exchange, mutual funds/unit trusts, bonds, derivatives, insurances, mandatory provident fund schemes, commodities, investment, asset management, capital investment entrant scheme and related services and products ;
    - (ii) reward, loyalty or privileges programmes in relation to the class of marketing subjects as referred to in paragraph b(i) above ;
    - (iii) services and products offered by Yuanta Group's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be) in relation to the class of marketing subjects as referred to in paragraph b(i) above; and
    - (iv) donations and contributions for charitable and/or non-profit making purposes;

- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by YSHK and/or:
- (i) any member of Yuanta Group ;
  - (ii) third party financial institutions, insurers, securities, commodities and investment services providers ;
  - (iii) third party reward, loyalty, co-branding or privileges programme providers ;
  - (iv) co-branding partners of Yuanta Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (v) charitable or non-profit making organizations ;
- (d) in addition to marketing the above services, products and subjects itself, We also intend to provide the data described in paragraph (a) above to all or any of the persons described in paragraph (c) above for use by them in marketing those services, products and subjects (in respect of which we may or may not be remunerated), and we require your written consent (which includes an indication of no objection) for that purpose ;
- (e) If the client do not wish YSHK to use or provide to other persons the client's data for use in direct marketing as described 7(a) to (d) above, the client may exercise the opt-out right by notifying YSHK in writing to the address : 23/F, Tower 1, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong
8. In the course of performing YSHK's duties, YSHK may as permitted by law, match, compare transfer or exchange any personal data provided by you with data held, or hereafter obtained, for these or any other purposes by YSHK, government bodies, other regulatory authorities, corporations, organisations or individuals in Hong Kong or overseas for the purpose of verifying those data.
  9. Under and in accordance with the terms of the PDPO any individual:-
    - a. has the right to check whether YSHK holds data about him/her and the right of access to such data;
    - b. has the right to require YSHK to correct any data relating to him/her which is inaccurate; and
    - c. has the right to ascertain YSHK's policies and practices in relation to data and to be informed of the kind of personal data held by YSHK.
  10. In accordance with the terms of the PDPO, YSHK has the right to charge a reasonable fee for the processing of any data access request.
  11. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:-
 

Responsible Officer  
23/F, Tower 1, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong

## PART F – DISCLAIMERS

### 1. Hong Kong Exchange Disclaimer

HKEx Information Services Limited, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

Stock indices and other proprietary products upon which contracts traded on the Futures Exchange may be based may from time to time be developed by the Futures Exchange. The HKFE Taiwan Index is the first of such stock indices developed by the Futures Exchange. THE HKFE Taiwan index and such other indices or proprietary products as may from time to time be developed by the Futures Exchange (the "HK Exchange Indices") are the property of the Futures Exchange. The process of compilation and computation of each of the HK Exchange Indices is and will be the exclusive property of and proprietary to the Futures Exchange. The process and basis of compilation and computation of the HK Exchange Indices may at any time be changed or altered by the Futures Exchange without notice and the Futures Exchange may at any time require that trading in and settlement of such futures or options contracts based on any of the HK Exchange Indices as the Futures Exchange may designate be conducted by reference to an alternative index to be calculated. The Futures Exchange does not warrant or represent or guarantee to any Exchange Participant or any third party the accuracy or completeness of any of the HK Exchange Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of the HK Exchange Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Futures Exchange in respect of the use of any of the HK Exchange Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruption, suspensions, changes or failures (including but not limited to those resulting from negligence) of the Futures Exchange or any other person or persons appointed by the Futures Exchange to compile and compute any of the HK Exchange Indices in the compilation and computation of any of the HK Exchange Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with futures and options contracts based on any of the HK Exchange Indices. No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the Futures Exchange in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party engages in transactions in futures and options contracts based on any of the HK Exchange Indices in full knowledge of this disclaimer and can place no reliance on the Futures Exchange in respect of such transactions.

### 2. Hang Seng Indices Futures Disclaimer

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the Hong Kong Futures Exchange Limited (the "Exchange") by way of license the use of Hang Seng Index and the four sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on such indices respectively and may from time to time grant to the Exchange corresponding use of any other Hang Seng Indices for the purposes of and in connection with futures contracts based on such other Hang Seng Indices (collectively, "Futures Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula and formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the Exchange may at any time require that trading in and settlement of such of the Futures Contracts as the Exchange may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the Exchange nor HSDS nor HSI warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Futures Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of any HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Futures Contracts or any of them. No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the Exchange and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party deals in the Futures Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSI.

### 3. Hang Seng Indices Options Disclaimer

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the Hong Kong Futures Exchange Limited (the "Exchange") by way of license the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng

China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on such indices respectively and may from time to time grant to the Exchange corresponding use of any other Hang Seng Indices for the purposes of and in connection with option contracts based on such other Hang Seng Indices (collectively, "Option Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the Exchange may at any time require that trading in and settlement of such of the Option Contracts as the Exchange may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the Exchange nor HSDS nor HSI warrants or represents or guarantees to any participant of the Exchange or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Option Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant of the Exchange or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant of the Exchange or any third party against the Exchange and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any participant of the Exchange or any third party deals in the Option Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSI.

## PART G – SUPPLEMENTAL CHINA CONNECT TERMS AND RISK DISCLOSURES

### Section A: Supplemental Terms for China Connect

#### 1. Introduction

- 1.1. These Supplemental Terms for China Connect (as amended from time to time, the "China Connect Terms") shall apply where the Client informs or indicates to Yuanta that the Client wishes to trade China Connect Securities through China Connect.
- 1.2. These China Connect Terms amend and are supplemental to, and are without prejudice to, the applicable existing terms of business, client account agreements and/or other relevant notices and disclosure between the Client and Yuanta that govern Yuanta's provision of services to the Client, whether written or unwritten, and shall include, but not limited to, the Terms and Conditions for Securities / Futures / Options Trading Accounts in force between Yuanta and the Client as may be amended from time to time (the "Terms and Conditions"). For any matter relating to China Connect, in the event of any inconsistency between these China Connect Terms and the Terms and Conditions, the provisions of these China Connect Terms shall prevail.

#### 2. Definitions

Capitalised terms used in these China Connect Terms will have the meanings given below or otherwise in the Terms and Conditions.

"A Shares"	means any securities issued by companies incorporated in Mainland China which are listed and traded on the Stock Exchanges of Mainland China from time to time.
"Cash"	means all cash or cash equivalents in Renminbi received and held by Yuanta on the terms of these China Connect Terms.
"CCASS China Connect Rules"	means the general rules of CCASS, as amended for the purposes of implementing China Connect, and as amended, supplemented, modified and/or varied from time to time.
"ChinaClear"	means China Securities Depository and Clearing Corporation Limited.
"China Connect"	means the securities trading and clearing links programme developed by SEHK, SSE, SZSE, HKSCC, China Clear and other entities for the establishment of mutual market access amongst SEHK, SZSE and SSE.
"China Connect Authorities"	means the regulators which regulate China Connect and activities relating to China Connect, including without limitation, the CSRC, the People's Bank of China, the State Administration of Foreign Exchange, SFC and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of China Connect.
"China Connect Entities"	means the exchanges, clearing systems and other entities which provide services relating to China Connect, including without limitation, SEHK, HKSCC, SEHK Subsidiary, SSE, SZSE and ChinaClear.
"China Connect Laws"	means the laws and regulations of Hong Kong and Mainland China from time to time in respect of China Connect or any activities arising from China Connect.
"China Connect Markets"	means SSE and SZSE.
"China Connect Market System"	means the systems used for the trading of China Connect Securities on SSE or SZSE, as operated by SSE or SZSE, as the case may be.
"China Connect Rules"	means any rules, policies or guidelines published or applied by any China Connect Authority or China Connect Entity from time to time in respect of China Connect or any activities arising from China Connect.
"China Connect Securities"	has the meaning given by the rules of SEHK from time to time.
"China Connect Service"	means the order-routing service through which Northbound orders placed by an Exchange Participant may be transmitted by the relevant SEHK Subsidiary to SSE or SZSE (as the case may be) for the buying and selling of China Connect Securities and any related supporting services.
"Clearing Participant"	has the meaning given to such term in the rules of CCASS.
"Client Identity Rules"	means the SFC's client identity rules in the SFC's Code of Conduct and Client Identity Rule Policy.
"Client Securities Rules"	means the Securities and Futures (Client Securities) Rules (Cap 571H of the Laws of Hong Kong).
"CSC"	means the China Connect System for receiving and routing orders under China Connect to the trading system on a China Connect Market for automatic matching and execution.
"CSRC"	means China Securities Regulatory Commission.
"Exchange Participant"	has the meaning given by the rules of SEHK and shall include Yuanta.
"Forced-sale Notice"	has the meaning given in Clause 9.1.
"H Shares"	means any securities issued by companies incorporated in Mainland China and listed on SEHK.
"HKEx"	means Hong Kong Exchanges and Clearing Limited.
"HKSCC"	means Hong Kong Securities Clearing Company Limited.
"Mainland China"	means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).
"Mainland China Listco"	means a Mainland China incorporated company which is listed on a Stock Exchange of Mainland China.
"Mainland China Resident"	means a person who is a citizen of the People's Republic of China and who does not have permanent right of abode in a jurisdiction outside Mainland China.
"Market Data Information"	means market data information of China Connect Securities disseminated or otherwise made available by SEHK to China Connect Exchange Participant from time to time.

“Northbound”	denotes the trading of China Connect Securities by Hong Kong and international investors through China Connect.
“Pre-Trade Checking”	means the requirement under the China Connect Law pursuant to which SSE or SZSE (as the case may be) may reject a sell order if an investor does not have sufficient available China Connect Securities in its account.
“Renminbi” or “RMB”	means the lawful currency of Mainland China, deliverable in Hong Kong.
“SEHK”	means the Stock Exchange of Hong Kong Limited.
“SEHK China Connect Rules”	means the rules of SEHK, as amended for the purposes of implementing China Connect, and as amended, supplemented, modified and/or varied from time to time.
“SEHK Subsidiary”	means a wholly-owned subsidiary of SEHK duly authorised as automated trading service provider under the SFO and licensed under applicable laws in Mainland China to provide the order-routing service under China Connect.
“SFC”	means the Securities and Futures Commission of Hong Kong.
“SFO”	means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).
“Special China Connect Securities”	means any securities listed on SSE or SZSE (as the case may be) which SEHK (after consulting with SSE or SZSE (as the case may be)) accepts or designates as eligible only for China Connect sell orders and not China Connect buy orders.
“SSE”	means the Shanghai Stock Exchange.
“SSE China Connect Rules”	means the regulations (including but not limited to the SSE Regulations on the Shanghai-Hong Kong Stock Connect Pilot Programme) published by SSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.
“SSE Listing Rules”	means the Rules Governing the Listing of Stocks on Shanghai Stock Exchange, as amended, supplemented, modified and/or varied from time to time.
“SZSE”	means the Shenzhen Stock Exchange.
“SZSE China Connect Rules”	means the regulations (including but not limited to the SZSE Shenzhen-Hong Kong Stock Connect Business Implementation Rules) published by SZSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.
“SZSE Rules”	means the SZSE China Connect Rules and the business and trading rules and regulations of SZSE, as amended, supplemented, modified or varied from time to time.
“Taxes”	means all taxes, duties, levies, imposts, charges, assessments, deductions, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of (i) China Connect Securities or Cash, (ii) any transaction effected under these China Connect Terms or (iii) the Client (including, in each of cases (i), (ii) and (iii), as imposed by the relevant authorities in Hong Kong and/or Mainland China).
“Trading Day”	means a day on which SEHK is open for Northbound trading, where “T day” denotes the Trading Day on which a transaction is executed and “T+1 day” denotes the day which is one Trading Day after T day.

- 2.1. “References to Clauses” are to Clauses of these China Connect Terms.
- 2.2. The headings used in these China Connect Terms are for convenience only and shall not affect the construction or interpretation hereof.
- 2.3. Any reference in these China Connect Terms to words importing the singular shall include the plural and vice-versa.

### 3. Eligible Investors

The Client represents and undertakes on a continuing basis (including without limitation on each date the Client places an order or gives an instruction in respect of China Connect Securities), that:

- a.
  - (i) (if he/she is a natural person) he/she is not a Mainland China Resident or (if it is a legal person) it is not an entity incorporated or registered under the laws of Mainland China; or
  - (ii) if he/she is a Mainland China Resident, he/she is using funds lawfully owned by him/her and located outside Mainland China to enter into transactions under these China Connect Terms; or
  - (iii) if it is an entity incorporated or registered under the laws of Mainland China, its entry into of any transaction under these China Connect Terms has been conducted pursuant to any program (including the Qualified Domestic Institutional Investor Program or similar program, if applicable) approved by, or any other approval of, any competent Mainland China regulator;
  - (iv) if the order is related to trading of China Connect Securities that are listed on the ChiNext Board of SZSE; the Client is an institutional professional investor as defined in the relevant Hong Kong rules and regulations; and
- b. his/her or its entry into of any transaction under these China Connect Terms does not violate the laws and regulations of Mainland China, including those in relation to foreign exchange control and reporting.

### 4. Compliance with China Connect Laws and China Connect Rules

- 4.1. Any trading in China Connect Securities will be subject to all China Connect Laws and China Connect Rules, certain of which are referred to in these China Connect Terms.
- 4.2. These China Connect Terms highlight certain key features of China Connect as of the date hereof. Yuanta is not liable for any inaccuracies or misstatements in the information set out in these China Connect Terms. These China Connect Terms do not purport to cover all China Connect Laws and China Connect Rules. The Client understands that the Client shall be fully responsible for understanding and complying with all China Connect Laws and China Connect Rules and for any consequences of Northbound trading. Yuanta does not, and does not intend to, advise the Client on any China Connect Laws or China Connect Rules.
- 4.3. Yuanta shall have the right to apply any procedures or requirements in respect of any trading of China Connect Securities through China Connect which it determines in its absolute discretion to be necessary or desirable for the purpose of any China Connect Laws, China Connect Rules or market practice. Yuanta shall have no liability for any losses or risks which may result directly or indirectly from such procedures or requirements.
- 4.4. Yuanta may, in its absolute discretion, refuse to execute any instruction provided by the Client if such instruction is not compliant with any China Connect Laws or China Connect Rules or if Yuanta believes that such instruction may not be compliant with any China Connect Laws or China Connect Rules. Yuanta shall have no liability for any losses or risks which may result directly or indirectly from such refusal.
- 4.5. Without limitation to the foregoing, Yuanta may in its absolute discretion suspend, terminate or limit the Client’s ability to access China Connect through Yuanta without advance notice to Client, including but not limited to where requested or directed by a China Connect Authority.

### 5. Risk Disclosures and Acknowledgement

- 5.1. By instructing Yuanta in respect of any transaction relating to China Connect Securities, the Client acknowledges:
  - 5.1.1. that (i) it has read and understood the risk disclosures and other information set out in Section B hereof; (ii) it understands that there is a risk of prohibition of trading China Connect Securities; and (iii) it understands its obligations set out in Section B hereof including the consequences of a breach of China Connect Laws;
  - 5.1.2. that Yuanta shall not be liable for any loss, liability or third party claim or demand that it may suffer directly or indirectly as a result of any action or inaction by Yuanta in connection with the provision of services in respect of China Connect Securities to the Client by Yuanta including, without limitation, the materialisation of any of the risks described in Section B hereof;
  - 5.1.3. that SEHK has the power not to extend the China Connect Service to the Client if it is found that the Client has or may have committed any abnormal trading conduct set out in the SSE Rules or SZSE Rules (as the case may be);
  - 5.1.4. that if the SSE Rules or SZSE Rules (as the case may be) are breached, or the disclosure and other obligations referred to in any China Connect Laws or China Connect Rules are breached, SSE or SZSE (as the case may be) has the power to carry out an investigation, and

may, through SEHK (or any other governmental or regulatory body), require Yuanta to (a) provide relevant information and materials relating to it including, without limitation, its identity and trading activity; and (b) to assist in a China Connect Authority's investigation in relation to it and/or its trading activity;

- 5.1.5. that where a China Connect Authority considers that there is a serious breach of the SSE Rules or SZSE Rules (as the case may be), Yuanta may be required by a China Connect Authority to (a) issue warning statements (verbally or in writing) to it; and (b) cease providing it with any service relating to trading China Connect Securities through China Connect;
- 5.1.6. and agrees that prior to Yuanta informing the Client that a Northbound buy order made by the Client has been settled, it shall not make a Northbound sell order in respect of the China Connect Securities which are the subject of such Northbound buy order;
- 5.1.7. and consents to Yuanta providing information relating to its profile, the type and value of Northbound buy and sell orders and transactions executed on its behalf to a China Connect Authority at such intervals and in such form as such China Connect Authority may specify from time to time;
- 5.1.8. and accepts responsibility for paying all fees, charges, levies and taxes and shall comply with any filing or registration obligations as may be required under any China Connect Laws or China Connect Rules relating to any China Connect Securities and any dividends or entitlements in respect of such China Connect Securities;
- 5.1.9. that SEHK may, upon the request of SSE or SZSE (as the case may be), require Yuanta to reject its order; and
- 5.1.10. that none of the China Connect Authorities or their respective directors, employees or agents shall be responsible or held liable for any loss or damage that it may suffer, whether directly or indirectly in connection with the trading of China Connect Securities or the operation of the CSC in respect of China Connect Securities.

## **6. Representations and Undertakings**

- 6.1. The Client makes the representations set out in this Clause 6.1 to Yuanta on a continuing basis (including without limitation on each date that it places an order or gives an instruction in respect of China Connect Securities) and such representations shall apply to each transaction conducted under the China Connect Terms:
  - 6.1.1. that it is aware of and shall comply with all China Connect Laws and China Connect Rules to which it may be subject;
  - 6.1.2. that the execution of any instruction it gives to Yuanta shall not result in any breach of any China Connect Laws or China Connect Rules;
  - 6.1.3. that it understands and have assessed the risks relating to China Connect and is willing to undertake such risks;
  - 6.1.4. it is not an insider as defined or interpreted under Mainland Chinese law and it is not in possession of insider information when trading China Connect Securities or procuring others to do so;
  - 6.1.5. it does not hold more than 5% of the shares of any Mainland China-incorporated company which is listed and traded on any stock exchange in Mainland China; and
  - 6.1.6. in purchasing China Connect Securities, it has no intention to manipulate the market.
- 6.2. The Client makes the following representations to Yuanta on each date it places an order to sell China Connect Securities that:
  - 6.2.1. it does not know of any fact that might impair the validity of such China Connect Securities and that it has full authority to receive, deal with and give instructions, authorisations or declarations in respect of the same;
  - 6.2.2. there is no adverse claim to such China Connect Securities; and
  - 6.2.3. there is no restriction on the transfer of such China Connect Securities other than those expressly provided for under the SEHK China Connect Rules or CCASS China Connect Rules.
- 6.3. The Client undertakes to Yuanta to inform it immediately in writing (and in any event no later than one Business Day after the relevant event) of anything that may potentially render any of the representations in these China Connect Terms inaccurate or misleading.

## **7. Compliance with Pre-Trade Checking Requirements**

- 7.1. The Client undertakes that it will comply with any requirements relating to Pre-Trade Checking mandated by the China Connect Authorities, the China Connect Entities or as notified to the Client by Yuanta.
- 7.2. In addition, the Client undertakes to ensure there are sufficient available China Connect Securities in its account by the applicable cut-off time on the applicable day (as notified to it (orally or through email or other means of communication as agreed between Yuanta and the Client) by Yuanta from time to time) to cover any proposed sell order given on that Trading Day.
- 7.3. The Client understands that if Yuanta considers that the Client does not for whatever reason have sufficient available China Connect Securities in its account to settle a sell order by the applicable cut-off time (as notified to the Client by Yuanta from time to time), Yuanta may in its absolute discretion:
  - 7.3.1. reject its sell order; or
  - 7.3.2. perform any other act which Yuanta considers necessary or desirable to comply with Pre-Trade Checking and/or relevant China Connect Laws or China Connect Rules and to cover the shortfall (including but not limited to applying any other China Connect Securities available to Yuanta from other sources).
- 7.4. In respect of any instruction to make a Northbound buy order, if Yuanta determines in its absolute discretion that the Client does not have sufficient funds to settle the payment obligation in respect of such order on the settlement day, Yuanta may, in its absolute discretion, reject the buy order.
- 7.5. Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre Trade Checking and/or the relevant China Connect Laws or China Connect Rules shall be borne by the Client. The Client shall reimburse Yuanta for any costs, losses or expenses which Yuanta incurs as a result of its failure to deliver in respect of its sell order on such terms and price (including any associated fees and expenses) and at such time as Yuanta shall determine in its absolute discretion.

## **8. Settlement and Currency Conversion**

- 8.1. As all Northbound trading is effected and settled in Renminbi, if Yuanta does not receive sufficient Renminbi before settlement of a Northbound buy order to settle such purchase of China Connect Securities, settlement may be delayed and/or fail and the Client may not acquire title to sell or transfer the relevant China Connect Securities. Where Yuanta holds any funds on the Client's behalf, if there are insufficient Renminbi funds to settle any Northbound buy order or other payment obligation in connection with China Connect, the Client authorises Yuanta to convert any funds in another currency which Yuanta holds on its behalf into Renminbi for the purposes of settlement thereof.
- 8.2. Notwithstanding any other provisions in the Terms and Conditions, where it is necessary to convert one currency to another pursuant to these China Connect Terms and if Yuanta chooses to do so at its absolute discretion, such conversion may be carried out automatically by Yuanta in a commercially reasonable manner without prior notice to the Client. Any risk, loss or cost resulting from any conversion of one currency into another currency pursuant to these China Connect Terms shall be borne by the Client. For avoidance of doubt, the Client understands and acknowledges that Yuanta does not have any obligation to make any such conversion.
- 8.3. The Client agrees that in the event that it fails to settle any payment obligation in relation to an instruction to purchase China Connect Securities in a timely manner, Yuanta has the right to immediately and without prior notice to the Client take such action as Yuanta considers appropriate to reduce or eliminate any loss or liability that Yuanta suffers or may suffer (including but not limited to taking any steps to sell, realize, dispose of or otherwise deal with the relevant China Connect Securities) and that the Client shall indemnify and hold Yuanta harmless for any liabilities, expenses or other losses Yuanta may incur in exercising the foregoing right. The Client further agrees that Yuanta shall have no liability to it for any loss, diminution in value or other damages whatsoever for any action or inaction of Yuanta or its agents pursuant to this Clause.
- 8.4. Notwithstanding any other provisions in the Terms and Conditions, where Yuanta determines that there is insufficient liquidity in RMB to settle any buy orders, Yuanta may, in its sole and absolute discretion, reject such buy order.

## **9. Sale, Transfer and Disgorgement**

- 9.1. Where, under the terms of the China Connect Rules, Yuanta receives notice (a "Forced-sale Notice") from a China Connect Authority requiring Yuanta to sell and liquidate a specified number of China Connect Securities, Yuanta shall be entitled to issue a corresponding notice (a "Client Forced-sale Notice") to the Client requesting the Client to sell and liquidate any number of such China Connect Securities that the Client holds in its account with Yuanta (as determined by Yuanta in its sole discretion) within the time period specified by the relevant China Connect Authority, and the Client undertakes to comply with any such Client Forced-sale Notice.
- 9.2. In relation to any Forced-sale Notice, the Client authorises Yuanta to sell or arrange for the sale of such China Connect Securities on its behalf at such price and on such terms as Yuanta may determine in its absolute discretion if it fails to comply with a Client Forced-sale Notice in a timely manner, to the extent necessary to comply with all China Connect Laws and China Connect Rules.

- 9.3. Where China Connect Securities owned by the Client that are the subject of a Client Forced-sale Notice have been transferred from the Clearing Participant that settled the relevant Northbound buy order (the "Original CP") to another Clearing Participant or custodian (the "Recipient Agent"), the Client authorises Yuanta to provide instructions to the Recipient Agent on its behalf to return the relevant China Connect Securities to the Original CP for sale and liquidation in accordance with all China Connect Laws and China Connect Rules. The Client also undertakes to inform the Recipient Agent of such authorisation and, where required, the Client undertakes to instruct the Recipient Agent to act accordingly.
- 9.4. The Client authorises Yuanta to sell or arrange for the sale of any quantity of China Connect Securities owned by the Client if Yuanta receives notice from any China Connect Authority requiring it to disgorge any profits as a result of the "short swing profit rule", as more fully described under paragraph 21 (Short Swing Profit Rule) of Section B of these China Connect Terms.
- 9.5. In addition to the above, the Client authorises Yuanta to sell, transfer or carry out any other action in relation to China Connect Securities owned by the Client if Yuanta is instructed to do so by any China Connect Authority or if Yuanta otherwise determines in its absolute discretion that it is necessary or desirable to do so in order to comply with any China Connect Laws or China Connect Rules.
- 9.6. Yuanta shall have no liability for any losses or risks which may result to the Client directly or indirectly from any actions taken by Yuanta under this Clause.
- 10. Fees and Taxation**
- 10.1. Yuanta shall be entitled in its absolute discretion, without further notice or demand, forthwith to satisfy any obligation of Yuanta or the Client to pay or account for any amounts in respect of any Taxes by selling, realising or otherwise dealing with, in such manner as Yuanta in its absolute discretion may determine, all or part of any of the Client's property held by Yuanta for any purpose in any of its accounts, and to apply the proceeds in reduction of all or part of its liability to any tax authority or Yuanta.
- 10.2. The Client is responsible for paying all fees, charges, levies and taxes, and the Client undertakes that it will comply with any filing or registration obligations, in each case as may be required under any China Connect Laws or China Connect Rules relating to any China Connect Securities and any dividends or entitlements in respect of such China Connect Securities.
- 10.3. Notwithstanding any other provision in these China Connect Terms, Yuanta shall not be responsible for and shall have no liability to the Client for any damage, liability or loss (including loss of profit) which may result directly or indirectly from any actions taken by Yuanta under this Clause unless such damage, liability or loss is a direct result of Yuanta's fraud, wilful default or gross negligence.
- 11. Indemnity**
- In addition and without prejudice to any of Yuanta's rights under the Terms and Conditions or under any other provisions of these China Connect Terms, including without limitation Clause 8.3 above, the Client will indemnify Yuanta on a full indemnity basis against any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever arising directly or indirectly from Yuanta providing any services to the Client in respect of its trading or investment in China Connect Securities, including, without limitation, to (a) any Taxes resulting from any trading of China Connect Securities pursuant to China Connect; (b) the materialisation of any risk referred to in Section B hereof; (c) any legal costs which Yuanta may incur in connection with any instruction given by the Client; or (d) any costs incurred in connection with Clause 9 (Sale, Transfer and Disgorgement) above, in each case other than those claims, demands, actions, proceedings, damages, costs, expenses, losses and liabilities which are a direct result of Yuanta's fraud, wilful default or gross negligence.
- 12. Payments in respect of China Connect Securities**
- All sums payable by the Client under these China Connect Terms shall be paid or accounted for free and clear of any tax (including goods and services and value added tax), levy, duty, charge, impost, fee, interest, penalty, deduction or withholding (collectively the "taxes") of any nature now or hereafter imposed, withheld or assessed by any taxing or other authority. If the Client is required by any law or regulation to make any deduction or withholding on account of any taxes from any such sums payable by it, the Client shall, together with such sums, immediately pay or account for such additional amount as will ensure that Yuanta receives or is credited (free and clear of the taxes) the full amount which Yuanta would have received or been credited if no such deduction or withholding had been required. Upon Yuanta's request, the Client will promptly forward to Yuanta copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxing or other authority.
- 13. Use of Market Data Information**
- Where Market Data Information is disseminated or made available to the Client, the Client agrees or undertakes as follows:-
- 13.1. Client shall only use the Market Data Information as an end-user and shall not disseminate the Market Data Information to any person or grant any person any access to the Market Data Information, whether free of charge or otherwise.
- 13.2. The Client shall not use or permit the use of Market Data Information for any illegal purpose.
- 13.3. The Client shall not use the Market Data Information for index computation and compilation and for deriving any tradable products.
- 13.4. Subject to 13.3 above, the Client shall only use the Market Data Information for its own purposes, in the ordinary course of its own business (which shall not include the dissemination of Market Data Information to any persons or third parties, whether on a for-profit basis or otherwise), or for the purpose of enabling its software system suppliers to develop, connect or apply relevant software solutions to facilitate its and its client's use of the Market Data Information.
- 13.5. Disclaimer  
Shanghai Stock Exchange and Shenzhen Stock Exchange endeavour to ensure the accuracy and reliability of the Market Data Information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.  
The Stock Exchange of Hong Kong Limited, its holding company and/or any subsidiaries of such holding company endeavour to ensure the accuracy and reliability of the Market Data Information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.  
Yuanta, its holding company and/or any subsidiaries of such holding company do not guarantee the accuracy or reliability of the Market Data Information and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.
- 14. Miscellaneous**
- 14.1. The Client will provide all information (including translations into Chinese, if required) to Yuanta which Yuanta requests if such information is requested by an exchange, regulatory authority or an organisation (whether within or outside Hong Kong) with which HKEx or SEHK has entered into any information sharing arrangement or agreement. The Client acknowledges that, the Client's failure to comply with this provision may, among other things, result in the suspension of China Connect service to it.
- 14.2. Save for Clause 11 (Indemnity), the Client will execute any further documents and provide any materials and/or information as Yuanta may reasonably request to enable Yuanta to perform its duties and obligations under these China Connect Terms which may become necessary as and when the China Connect Rules are amended from time to time.
- 14.3. Yuanta reserves the right at its discretion to review, add to, alter, vary or modify all or any of these China Connect Terms at any time without giving any reason. When any of such changes affect the liabilities and obligations of the Client, Yuanta shall give at least 30 days' notice to the Client unless such changes are not within Yuanta's control. In other cases, reasonable notice shall be given. Such notice may be given by such means as Yuanta at its discretion sees fit. Any Client who does not close his/her relevant account prior to the effective date of any changes is deemed to have agreed to such changes.
- 15. Governing Law and Jurisdiction**
- 15.1. The parties agree that the governing law and jurisdiction clauses in the Terms and Conditions shall also apply to these China Connect Terms.

### **Section B: Risk Disclosures and Other Information**

This Section describes some of the key risk factors and other information concerning China Connect. This Section does not disclose all the risks and other significant aspects of Northbound trading through China Connect. I acknowledge that I understand the nature and risks of China Connect and Northbound trading and I have considered carefully (and consult my own advisers where necessary) whether trading in China Connect Securities is suitable for me in light of my circumstances. The decision to trade in China Connect Securities is mine, and I have fully understood and am willing to assume the risks associated with China Connect and am able to comply with all relevant China Connect Laws and China Connect Rules. I acknowledge the risks and agree to the terms set out in these China Connect Terms.



I understand Yuanta does not represent that the information set out in this Section is up to date or comprehensive and does not undertake to update the information set out in this Section. I am responsible for monitoring changes in the China Connect Laws and China Connect Rules and complying with any new requirements.

#### *Home Market Rules*

##### **1. Home Market Rules**

As Mainland China is the home market of China Connect Securities, the SSE Rules, the SZSE Rules and other Mainland China securities laws and regulations shall apply to me. If such rules and regulations are breached, SSE or SZSE (as the case may be) has the power to carry out an investigation.

Nevertheless, certain Hong Kong legal and regulatory requirements will also continue to apply to Northbound trading.

#### *Trading and Settlement Restrictions*

##### **2. Pre-Trade Checking**

SEHK is required to check that, in respect of any Northbound sell orders given by an Exchange Participant, the relevant Exchange Participant holds sufficient available China Connect Securities to be able to fill such Northbound sell orders by the commencement of trading on the trading day I wish to execute. Otherwise, I may be unable to execute Northbound sell orders due to Pre-Trade Checking related requirements. I shall bear any risk, loss, cost or expenses resulting from non-compliance or potential non-compliance with Pre-Trade Checking and/or the relevant China Connect Laws or China Connect Rules and/or the above actions taken by Yuanta.

##### **3. Settlement**

Northbound trades will follow the A Share settlement cycle. For settlement of China Connect Securities trades, ChinaClear will debit or credit the securities accounts of its participants (including HKSCC as clearing participant) on T day free of payment and settlement of funds relating to such trading will be effected on T+1 day. Title to China Connect Securities will not be released until the receipt of confirmation of payment. Accordingly, for purposes of contract notes, the settlement date would be T+1 day when both the securities and the cash are settled. I understand that, until Yuanta has enhanced its trading system, stock and money settlements of China Connect Securities may only be reflected in my account on T+1 (as opposed to T for stock and T+1 for money settlements respectively). This system issue, however, will not affect the time at which title to China Connect Securities will be transferred to investors on T+1.

##### **4. Quota Restrictions**

Purchases of China Connect Securities through China Connect are subject to certain quota controls like daily quotas. As a result, there is no assurance that a buy order can be successfully placed through China Connect. Any instruction to buy that has been submitted but not yet executed may be restricted or rejected.

SEHK, SSE or SZSE (as the case may be) may also set pricing and other restrictions on buy orders in order to prevent the artificial use or filling of the applicable quotas.

##### **5. Restriction on Day Trading**

Day (turnaround) trading is not permitted on the Mainland China A Shares market.

##### **6. No off-exchange trading and transfers**

Unless otherwise provided by the CSRC, I understand that Yuanta shall not, with certain limited exceptions, trade or provide services to facilitate trading of any China Connect Securities through any venue other than through the China Connect Market System, and Yuanta shall not match, execute or arrange the execution of any sale and purchase instructions or any transfer instructions from me in respect of any China Connect Securities in any manner otherwise than through China Connect in accordance with the China Connect Rules.

##### **7. Placing Orders**

Only limit orders with a specific price are allowed pursuant to China Connect Laws and China Connect Rules, where buy orders must not be lower than the current best price and sell orders may be executed at or higher than the specified price. Market orders will not be accepted.

##### **8. Price Limits**

China Connect Securities are subject to a general price limit of a range of percentages based on the previous trading day's closing price. The price limit may be changed from time to time. All orders in respect of China Connect Securities must be within the price limit and any orders with a price beyond the price limit will be rejected by SSE or SZSE (as the case may be).

##### **9. Restrictions on selling China Connect Securities**

Investors are prohibited from using China Connect Securities purchased through China Connect to settle any sell orders placed through channels other than China Connect. Accordingly, there may be a limited market and/or lower liquidity for China Connect Securities purchased through China Connect (as compared to the same shares purchased through other channels). In addition, any scrip entitlements received by me in respect of China Connect Securities are not eligible for trading through China Connect. Accordingly, there is a risk of low/no liquidity for such shares received by way of scrip entitlement.

##### **10. Sell-only of China Connect Securities**

###### **SSE**

I will only be allowed to sell but restricted from buying such China Connect Securities on SSE through China Connect if:

- a. such securities subsequently cease to be a constituent stock of the relevant indices; and/or
- b. they are subsequently placed under risk alert; and/or
- c. the corresponding H Shares of such securities are subsequently delisted from SEHK, as the case may be.

###### **SZSE**

I will only be allowed to sell but restricted from buying such China Connect Securities on SZSE through China Connect if:

- a. such securities subsequently cease to be a constituent stock of the relevant indices; and/or
- b. such securities are, based on any subsequent periodic review, determined to have a market capitalisation of less than RMB 6 billion; and/or
- c. they are subsequently placed under risk alert; and/or
- d. the corresponding H shares of such securities are subsequently delisted from SEHK, as the case may be.

##### **11. Account Information of Beneficial Owner**

I understand that my identity as the beneficial owner of China Connect Securities which are the subject of a sell order may need to be disclosed to HKSCC and/or relevant Mainland China authorities.

##### **12. Scripless Securities**

China Connect Securities are traded in scripless form and accordingly, China Connect Securities may not be physically deposited into and/or withdrawn from CCASS.

##### **13. Short Selling**

Covered short selling of China Connect Securities is subject to the requirements specified by the relevant China Connect Authorities. However naked short selling of China Connect Securities is prohibited. I am fully responsible for understanding and complying with short selling requirements as amended from time to time and for any consequences of non-compliance.

##### **14. Amendment of Orders and Loss of Priority**

Consistent with the current practice in Mainland China, if I wish to amend an order, I must first cancel the original order and then input a new one. Accordingly, order priority will be lost and, subject to the daily quota and aggregate quota restrictions, the subsequent order may not be filled on the same trading day.

##### **15. Warning Statements**

I understand that SEHK may require Yuanta (a) to issue warning statements to me and/or (b) to cease to extend the China Connect Service to me.

**16. Special China Connect Securities**

I understand that SEHK will accept or designate securities which cease to meet the eligibility criteria for China Connect Securities as Special China Connect Securities (provided that they remain listed on SSE or SZSE (as the case may be)). In addition, any securities or options

(which are not already accepted as China Connect Securities) received by me as a result of any distribution of rights or entitlements, conversion, takeover, other corporate actions or abnormal trading activities will be accepted or designated by SEHK as Special China Connect Securities. I understand that I will only be able to sell, but not buy, any Special China Connect Securities.

**17. Margin Trading**

Subject to certain conditions prescribed by the China Connect Authorities, I may only conduct margin trading in certain China Connect Securities as determined by the relevant China Connect Authorities to be eligible for margin trading from time to time. SSE or SZSE (as the case may be) may suspend margin trading activities in any specific China Connect Security where the volume of margin trading activities in such China Connect Security exceeds certain thresholds and may resume margin trading activities when the volume drops below a prescribed threshold. Yuanta shall not have any obligation to update me in respect of the list of eligible margin trading securities or any restrictions or suspensions in respect of margin trading from time to time.

**18. Rights Issuances**

Where I receive as entitlements shares or other types of securities from the issuer of a China Connect Security, whether I can buy and/ or sell the entitlement security through China Connect will depend on a number of factors including whether the entitlement security is a China Connect Security, whether or not it is traded in RMB and whether or not HKSCC has put in place arrangements enabling me to do so.

**19. Odd Lot Trading**

Odd lot trading in China Connect Securities is available only for sell orders and all odd lots must be sold in one single order. A board lot order may be matched with different odd lot sell orders, resulting in odd lot trades. Board lot and odd lot orders are matched on the same platform on China Connect and subject to the same share price. The maximum order size is 1 million shares and the tick size is uniformly set at RMB0.01.

*Mainland China and Hong Kong Legal Issues*

**20. Disclosure of Interests**

If I hold or control shares on an aggregate basis in a Mainland China Listco above a certain threshold, I may have to disclose such interest within the period specified by the relevant China Connect Authority, and I must not buy or sell any such shares within a specified period. I may also have to disclose any substantial change in my holdings.

At the same time, I may have to comply with disclosure obligations under Part XV of the SFO.

**21. 21 Short Swing Profit Rule**

Under Mainland China laws, rules and regulations, the "short swing profit rule" requires me to return any profits made from purchases and sales in respect of China Connect Securities of a Mainland China Listco if (a) my shareholding in the Mainland China Listco exceeds the threshold prescribed by the relevant China Connect Authority from time to time and (b) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa. I will comply with the "short swing profit rule".

**22. 22 Foreign Ownership Limits**

Mainland China foreign ownership limits on the number of shares a foreign investor is permitted to hold in a single Mainland China Listco and on the maximum combined holdings of all foreign investors in a single Mainland China Listco may have an adverse effect on the liquidity and performance of an investment in China Connect Securities. As a result, I may suffer losses in China Connect Securities.

I understand that if Yuanta becomes aware that I have breached (or reasonably believe that I may breach upon execution of further Northbound buy orders) any foreign ownership limits, or if Yuanta is so required by any China Connect Authority, including without limitation to any Forced-sale Notice issued by SSE or SZSE (as the case may be), Yuanta will sell any China Connect Securities pursuant to Clause 9 (Sale, Transfer and Disgorgement) in Section A of the China Connect Terms if I fail to comply with the corresponding Client Forced-sale Notice in order to ensure compliance with all China Connect Laws and China Connect Rules. In such case, no China Connect Securities buy orders for the relevant China Connect Securities will be accepted until SSE or SZSE (as the case may be) informs the relevant SEHK Subsidiary or SEHK that the aggregate foreign shareholding has fallen below a certain percentage. SEHK may determine in its absolute discretion which Exchange Participants and what quantity of China Connect Securities should be subject to a Forced-sale Notice (this will generally be on a "last-in, first-out" basis), and SEHK's (or relevant SEHK Subsidiary's) own records shall be final and conclusive.

Moreover, under Mainland China laws, where foreign investors hold more than a specified percentage (the "Cautionary Level") of the issued shares of a single Mainland China Listco in aggregate, upon notification by SSE or SZSE (as the case may be) to the relevant SEHK Subsidiary, SEHK and the relevant SEHK Subsidiary are required as soon as practicable thereafter to suspend accepting China Connect Securities buy orders in respect of the relevant China Connect Securities. In such circumstances, Yuanta may reject my buy orders until the aggregate shareholding of foreign investors is reduced to below the specified percentage (the "Permitted Level") as advised by SSE or SZSE (as the case may be).

**23. 23 Taxation**

I will be fully responsible for any Taxes in respect of China Connect Securities including, without limitation, any capital gains tax or other Mainland China taxes, and will indemnify Yuanta from and against all Taxes which Yuanta may incur arising in connection with any China Connect Securities which I hold, trade or otherwise deal in.

I understand and agree that Yuanta assumes no responsibility for advising on or handling any tax issues, liabilities and/or obligations in connection with China Connect, nor will Yuanta provide any service or assistance in this regard. Prior to investing in China Connect Securities, I understand that I should consult my own tax advisers and counsel with respect to the possible tax consequences to me of such investment since such tax consequences may differ in respect of different investors.

**24. 24 Insider Dealing, Market Manipulation and Other Market Conduct Rules**

Northbound trading through the China Connect will be subject to Mainland China laws and regulations prohibiting activities that constitute market manipulation, insider dealing and related offences. The scope of these restrictions may not be the same as equivalent requirements under Hong Kong law. In particular, defences applicable under Hong Kong market misconduct rules may not be applicable under Mainland China laws and regulations. I understand that I should seek specialist advice before engaging in trading through China Connect.

**25. 25 Client Securities Rules and Client Identity Rules**

I understand that as the China Connect Securities traded through China Connect are not listed or traded on SEHK, I will not have protection either under the Client Securities Rules nor under the Client Identity Rules of the SFC.

**26. 26 Investor Compensation Fund**

I understand that, in trading China Connect Securities, I will not enjoy the protection afforded by the investor compensation fund established under the SFO.

**27. 27 Ownership of China Connect Securities**

As China Connect is a recent initiative there may be some uncertainty surrounding the proprietary interest of investors in China Connect Securities. In addition, while Hong Kong and overseas investors may have proprietary rights over China Connect Securities, HKSCC as nominee is not obliged to enforce such rights in Mainland China on behalf of such investors (including myself).

**28. 28 Stock lending and borrowing**

Stock borrowing and lending of China Connect Securities will be permitted only in certain circumstances. Restrictions on the duration of stock loans and record keeping requirements may apply.

*Clearinghouse Risk*

**29. 29 Risk of ChinaClear Default**

If ChinaClear defaults, HKSCC may, but has no obligation to, take any legal action or court proceedings to seek recovery of outstanding China Connect Securities and monies from ChinaClear. If it does so, HKSCC will distribute the China Connect Securities and/or monies recovered to clearing participants on a pro-rata basis as prescribed by the relevant China Connect Authorities. Yuanta in turn will only be distributing the China Connect Securities and/or monies to the extent recovered directly or indirectly from HKSCC. Although the likelihood of a default by ChinaClear is considered to be remote, I understand that I should be aware of this arrangement and of this potential exposure before engaging in Northbound trading.

**30. Risk of HKSCC Default**

Yuanta's provision of services pursuant to these China Connect Terms also depends upon the performance by HKSCC of its obligations. Any action or inaction of the HKSCC or a failure or delay by the HKSCC in the performance of its obligations may result in a failure of settlement of China Connect Securities and/or monies in connection with it and I may suffer losses as a result. Yuanta shall have no responsibility or liability for any such losses.

*Other Operational Issues*

**31. Company Announcements on Corporate Actions**

I understand that I should refer to websites of SSE or SZSE and the relevant newspapers for the latest listed company announcements or, alternatively, the HKEx website's page entitled "China Stock Markets Web" (or such other replacement or successor page from time to time) for corporate actions in respect of China Connect Securities. I understand that SSE/SZSE-listed issuers publish corporate documents in Chinese only, and English translations will not be available.

In addition, HKSCC will endeavour to collect and distribute cash dividends relating to China Connect Securities to Clearing Participants participating in China Connect in a timely manner.

Following existing market practice in Mainland China, I understand that I will not be able to attend meetings by proxy or in person, unlike the current practice in Hong Kong in respect of SEHK-listed shares.

I understand Yuanta does not and cannot ensure the accuracy, reliability or timeliness of any company announcements of corporate actions and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays or omissions or any actions taken in reliance thereon. I understand Yuanta has expressly disclaimed all warranties, expressed or implied, as to the accuracy of any company announcement or as to the fitness of the information for any purpose.

**32. Disclosure of Information and Publication of Trade Information**

I understand that SEHK may require Yuanta to provide information on my identity, profile, and the type and value of my orders in relation to Northbound trading of China Connect Securities and the trades which Yuanta executed for me at such intervals and in such form as SEHK may specify from time to time for purposes of their publication, dissemination or public distribution of aggregated information in respect of China Connect Securities trades under China Connect, trading volumes, investor profiles and other related data. SEHK may forward such information to SSE or SZSE (as the case may be) for surveillance and investigation purposes.

**33. Client Error**

I understand that Yuanta will not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by me as a result of any trading based on my instructions. Yuanta will not be able to unwind any trade, and I should also take note of the settlement arrangements in respect of China Connect Securities under China Connect, including but not limited to quota restrictions which may affect my ability to mitigate the consequences of any error trades. Yuanta shall have no liability for any losses which may result directly or indirectly from such error trades.

Yuanta shall have absolute discretion to determine whether to conduct any transfer to rectify any error trade and shall have no obligation to do so. Yuanta shall have no liability for any losses which may result directly or indirectly from such error trades or any refusal to conduct a transfer to correct an error trade.

**34. Retention of Information**

I acknowledge and accept that Yuanta will be required under the China Connect Rules to keep records in relation to Northbound trading for a period of not less than 20 years.

**35. China Connect Market System**

The China Connect Market System is a new platform for trading of China Connect Securities under China Connect. Yuanta is not responsible for any delay or failure caused by the China Connect Market System and I accept all risks arising from trading China Connect Securities through the China Connect Market System. I understand that Yuanta shall not be responsible or held liable for any loss or damage directly or indirectly suffered by me arising from or in connection with the China Connect Service or the CSC through Northbound trading including, without limitation, the following:

- a. a suspension, restriction or cessation of the China Connect Service or the CSC, or any inability to access or use the CSC or the China Connect Service;
- b. any special arrangement put in place or any action, step or measure taken or not taken to deal with an emergency, including but not limited to the cancellation of any or all China Connect orders input by Exchange Participants;
- c. any suspension, delay, interruption or cessation of trading of any China Connect Securities;
- d. any delay, suspension, interruption of trading or of any order cancellation in respect of China Connect Securities as a result of the hoisting of a Typhoon Signal No. 8 or the issuance of the Black Rainstorm Warning in Hong Kong;
- e. any delay or failure to route any China Connect orders, any delay or failure to send any order cancellation requests or to provide the China Connect Service due to any system, communication or connection failure, power outage, software or hardware malfunction or events beyond the control of Yuanta or SEHK;
- f. in the event that a China Connect order which a China Connect Exchange Participant has requested to be cancelled is not cancelled for any reason whatsoever;
- g. in the event that SEHK or SSE or SZSE (as the case may be) requires that Yuanta reject any order for China Connect Services;
- h. any delay, failure or error of any China Connect Market System or any system upon which the relevant SEHK Subsidiary is reliant in providing the China Connect Service; and
- i. any delay or failure to execute, or any error in matching or executing any, China Connect order due to reasons beyond the control of Yuanta, SEHK, HKEx or the relevant SEHK Subsidiary including, but not limited to, any action or decision taken or made, or not taken or made, by SSE, SZSE, any China Connect Authority or a relevant governmental or regulatory body.

If there is any delay or failure to send any order cancellation requests in the circumstances described in paragraph (e) above, I shall, in the event that the order is matched and executed, remain responsible to Yuanta for any settlement obligations in respect of such order.

**36. Operational Hours**

SEHK has absolute discretion to determine from time to time the operational hours of the China Connect service, and will have absolute discretion to change the operational hours and arrangements of the China Connect service, whether on a temporary basis or otherwise, at any time and without advance notice.

**37. RMB Conversion and RMB Risks**

If I belong to certain counterparty types (such as an individual) in certain jurisdictions that are subject to currency conversion restrictions, (as required by the relevant authority from time to time) any conversion of any currency into RMB pursuant to Clause 8 (Settlement and Currency Conversion) of Section A of these China Connect Terms is subject to any applicable daily maximum conversion limit. Settlement of a Northbound buy order may be delayed and/or fail if there is a delay in converting the relevant currency into RMB. Any risk, loss or cost resulting from any such delay or failure of settlement shall be borne by me.

There are also significant restrictions on the remittance of RMB into and out of Mainland China. If the issuer of the RMB securities is not able to remit RMB to Hong Kong or make distributions in RMB due to exchange controls or other restrictions, the issuer may make distributions (including dividends and other payments) in other currencies. I may therefore be exposed to additional foreign exchange risk and liquidity exposures. The liquidity and trading price of China Connect Securities may be adversely affected by the limited availability of RMB outside Mainland China and the restrictions on the conversion of RMB. These factors may affect the amount of liquidity in RMB for investors and accordingly adversely affect the market demand for China Connect Securities.

**38. Other risks associated with investing in China Connect Securities**

*General Mainland China related risk*

Mainland China is an emerging market that possesses one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, liquidity/gapping risk, regulatory/legal risk, trade settlement, processing and clearing risks and bondholder/shareholder risk.

*Equity risk*

Investing in China Connect Securities may offer a higher rate of return than investing in short term and longer term debt securities. However, I understand that the risks associated with investments in China Connect Securities may also be higher, because the investment performance of China Connect Securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies. The fundamental risk associated with any equity portfolio is the risk that the value of the investments it holds might suddenly and substantially decrease.

*General legal and regulatory risk*

I will comply with all China Connect Laws and China Connect Rules. Furthermore, I understand that any change in any China Connect Laws or China Connect Rules may have an impact on the market sentiment which may in turn affect the performance of China Connect Securities. I understand that it is impossible to predict whether such an impact caused by any such change will be positive or negative for China Connect Securities. I understand that in the worst case scenario, I may lose a material part of my investments in China Connect Securities.



元大證券(香港)有限公司  
Yuanta Securities (Hong Kong) Co., Ltd.

## 證券/期貨/期權交易帳戶 條款及條件

元大證券(香港)有限公司已獲證券及期貨事務監察委員會發牌經營第一類(證券交易)、第二類(期貨合約交易)、第四類(就證券提供意見)、第五類(就期貨合約提供意見)、第六類(就機構融資提供意見)及第九類(提供資產管理)第受規管活動。

元大證券(香港)有限公司亦為香港聯合交易所有限公司及香港期貨交易所有限公司參與者。

## 甲部 釋義

本節為條款及條件其中一部份，而於條款及條件之中，以下詞彙將具下列涵義：

「帳戶申請表格」	指開設帳戶表格，其中載有客戶及帳戶之資料及其他有關開設帳戶的必須資料
「帳戶」	指客戶於元大證券(香港)開設，並以脫機操作、電子操作或任何其他途徑操作之證券現金帳戶及 / 或證券保證金帳戶及 / 或期貨帳戶及 / 或期權帳戶及 / 或任何其他交易帳戶
「合約」	指本條款及條件、帳戶申請表格、任何就帳戶之開設、維持及運作經元大證券(香港)與客戶訂立或元大證券(香港)發出之附件，以及客戶提供的任何常設授權或書面指示及所有該等文件不時之修訂
「有聯繫實體」	指證券及期貨條例內賦予該詞語之定義
「受益人身份」	指帳戶之最終受益人，即對公司或法團而言為該公司或法團股本之最終實益擁有人，並包括透過代名人或信託基金實益持有權益者
「營業日」	指任何其他情況下，任何不屬於星期六、星期日、公眾假日或釋義及通則條例(香港法例第1章)第71(2)條界定為烈風警告日或黑色暴雨警告日之日子
「結算所」	指包括香港中央結算有限公司、聯交所期權結算所及任何其他獲監管規則認可之有關機構在內，提供結算及交收服務之各結算所
「客戶」	指在元大證券(香港)開戶之客戶，其姓名、地址及其他資料詳載於帳戶申請表格
「客戶合約」	期權交易規則內所指某一符合期權標準合約條件及條款的指示透過期權交易系統與同一期權系列的另一指示有效地進行配對
「客戶款項常設授權」	指按客戶授權書範本所載條款由客戶給予元大證券(香港)之授權
「平倉」	指就任何合約而訂立另一份相同規格及相同數額但屬相反買賣之合約，以對銷原有合約及 / 或變現該原有合約之溢利或虧損
「操守準則」	指《證券及期貨事務監察委員會持牌人或註冊人操守準則》，及其不時之修訂
「抵押品」	指由客戶交予元大證券(香港)並獲元大證券(香港)接納為證券保證金帳戶下之抵押品之所有證券及其他資產
「商品」	指包括但不限於農產品、金屬、貨幣、利息、指數(不論股票市場或其他)、其他財務合約、能源、權益或權限及以上有連帶關係之期貨合約或期權合約
「衍生產品」	指任何透過股票交易所或場外交易的財務合約，而該財務合約的價值是根據衍生自兌換率、利率、證券、債券、貨幣市場工具、金屬及其他商品、金融工具、參考指數或其他任何基準指數
「衍生產品交易」	指任何透過元大證券(香港)根據本合約以代理人身份為客戶進行之衍生產品交易
「電子途徑」	指包括互聯網、電郵、流動電話、掌上電腦或任何其他電子通訊方式，及包括元大證券(香港)不時容許之方式
「電子操作」	指客戶透過電子途徑操作的證券交易
「電子服務」	指客戶以電子途徑向元大證券(香港)發出指示及獲取元大證券(香港)所供資訊服務之電子設施
「失責事件」	指一般條款第12款所述之失責事件
「交易合約」	指經證監會及期交所批准在期交所不時運作的市場上進行買賣並可能因而產生期貨合約之商品合約
「交易所交易期權生意」	所有期權合約相關的業務及隨附於期權合約之所有事宜
「財務通融」	指證券及期貨條例內賦予該詞語之定義
「期貨期權業務」	指於期交所買賣的期貨及 / 或期權合約之業務及交易
「期貨帳戶」	指客戶於元大證券(香港)開設，並以脫機操作、電子操作或任何其他途徑操作之期貨買賣帳戶，以買賣期交所的期貨合約及期權
「外國帳戶稅收遵從法」	指載於1986美國國稅法第4章A部之外國帳戶稅收遵從法的條例，及其不時之修訂及重新制訂。
「期貨合約」	指證券及期貨條例內所賦予該詞語之定義
「期交所」	指香港期貨交易所有限公司或任何後繼者
「外匯」	指元大證券(香港)不時根據自行之全權決定接納進行買賣之貨幣、貨幣期權、貨幣期貨或遠期合約及遠期交收合約或其他有關外幣之合約
「外匯合約」	指元大證券(香港)與客戶、或元大證券(香港)代表客戶就外匯交易而訂立之合約
「外匯交易」	指包括買賣外匯貨幣、貨幣期權、貨幣期貨或遠期合約及遠期交收合約
「創業板」	指聯交所營運之創業板市場
「一般條款」	指本文件乙部適用於與元大證券(香港)開戶之客戶的一般條款
「監管規則」	指位於香港或於其他司法管轄區下之所有監管機構之監管規則，用以規管證券或其他投資工具及交易之帳戶及帳戶運作
「香港結算」	指香港中央結算有限公司
「香港」	指中華人民共和國香港特別行政區
「指示」	指有關(i)帳戶內或代帳戶所持有之證券、期貨合約、期權合約、外匯合約或其他資產及物業的交易；(ii)帳戶內進行轉讓、寄存或提取資金、證券或其他資產及物業(包括於元大集團之任何客戶帳戶內進行轉讓)；(iii)提供財務通融；及/或(iv)帳戶運作之任何其他指示

「保證金」	指客戶於元大證券(香港)開設,並以脫機操作、電子操作或任何其他途徑操作之期權買賣帳戶
「保證金信貸」	指元大證券(香港)向證券保證金帳戶客戶提供之財務通融
「債務」	指客戶於帳戶下或於任何元大集團之成員開設之帳戶,所欠並已到期的所有款項、證券或其他項目
「脫機操作」	指客戶於帳戶內進行之非電子操作交易及/或其他元大證券(香港)批准之操作方式
「綜合帳戶」	指任何地區之證券中介人,而該人等獲註冊或獲持牌或獲豁免註冊或持牌之股票經紀、交易商或銀行開設之帳戶,而彼等並如帳戶申請表格所示代表其客戶管理帳戶
「期權帳戶」	指客戶於元大證券(香港)開設,並以脫機操作、電子操作或任何其他途徑操作之期權買賣帳戶
「期權合約」	指根據期權交易規則 513 訂立之合約,納入標準合約中有關特定期權系列之條款及條件
「期權交易所參與者」	指已向聯交所註冊為期權買賣交易所參與者或期權經紀交易所參與者(根據期權交易規則第 2 章)
「期權交易規則」	聯交所發出之期權交易規則
「期權系統」	指聯交所為進行期權合約買賣及結算而提供之系統以及聯交所為進行期權合約及辦理與期權合約有關之任何其他業務及隨附於期權合約之所有事宜而提供之任何其他設施
「專業投資者」	指證券及期貨條例(第 1 章第 1(1))及證券及期貨(專業投資者)規則內賦予該詞語之定義
「規例」	指期交所董事會制訂之規例(以不時生效之版本為準)以期交所不時設立及營運之市場內之活動或按文義所指,指適用於任何一個市場之規例
「規則」	指包括期權交易規則、香港聯合交易所期權結算所有限公司的結算規則、香港中央結算有限公司之規則以及不時適用之其他法律、規則及監管指令
「證券」	指證券及期貨條例內所賦予該詞語之定義及包括元大證券(香港)不時指定之其他金融工具、資產及物業
「證券及期貨條例」	指證券及期貨條例(香港法例第 571 章),及其不時之修訂及重新制訂
「證券現金帳戶」	指客戶於元大證券(香港)開設,並以脫機操作、電子操作或任何其他途徑操作之現金證券交易帳戶
「證券保證金帳戶」	指客戶於元大證券(香港)以脫機操作、電子操作或任何其他途徑開設之證券帳戶,而為此元大證券(香港)同意根據本合約為此帳戶提供保證金信貸
「證券保證金融資」	指證券及期貨條例內所賦予該詞語之定義
「聯交所期權結算所」	指香港聯合交易所期權結算所有限公司
「證監會」	指香港證券及期貨事務監察委員會
「標準合約」	指期權交易規則附表六所載聯交所不時訂明適用於期權合約之標準條款及條件
「聯交所」	指香港聯合交易所有限公司
「條款及條件」	指本文件之條款及條件,所適用之各附表,及其不時之修訂及補充。此等條款及條件乃適用於帳戶操作及對客戶具法律約束力
「交易限額」	指根據交易政策及元大證券(香港)所訂定之其他規條於帳戶內可予進行之客戶交易限額,此限額可由元大證券(香港)不時作出改動
「交易政策」	指適用於各帳戶運作之各項操作政策及程序,該等有關政策乃具法律約束力及會由元大證券(香港)不時釐定,並會在客戶要求下提供
「交易」	指已執行指示
「用戶名稱與密碼」	指元大證券(香港)為客戶分配的個人用戶名稱及密碼以便使用服務
「元大集團」	指元大證券(香港)之控股集團之任何成員公司,其附屬公司、其控股公司及該控股公司之附屬公司及相聯公司
「元大證券(香港)」	指元大證券(香港)有限公司,一間於香港註冊成立之有限公司,其主要營業地方為香港,並根據證券及期貨條例得到證監會批准為持牌法團(CE 編號:ABS 015)進行第一類(證券交易)、第二類(期貨合約交易)、第四類(就證券提供意見)、第五類(就期貨合約提供意見)、第六類(就企業融資提供意見)及第九類(資產管理),並為聯交所及期交所之交易所參與者

法例、條例或公告之參照須包括該等法例、條例或公告不時之修訂、延展、綜合、取代及重新制定。單數詞彙亦兼具眾數字彙涵義,反之亦然。所述之一種性別即涵蓋所有性別,而用於稱謂一個主體之詞彙乃包括個人、公司、獨資經營者、合資經營者、集團及企業,反之亦然。

## 乙部 一般條款

一般條款乃適用於所有類別之帳戶,並對客戶具約束力。

1. 帳戶
  - 1.1. 此部分之條款及條件及交易政策適用於帳戶運作。
  - 1.2. 倘條款及條件及交易政策下之條文互相出現任何抵觸,概以本條款及條件之條文為準。
  - 1.3. 下列條文適用於各個以電子操作進行之指示:
    - a. 客戶及其授權而獲元大證券(香港)以書面形式批准之人士乃帳戶下電子服務之唯一獲授權之使用者。
    - b. 客戶不可試圖篡改、修改、解編、倒序製造及以其他方法改動電子服務之任何部份,並不可試圖在未獲授權下接達電子服務之任何部份。
    - c. 因傳送錯誤、技術故障、機能失常、網絡裝置違規干預、網絡超載、第三方惡意阻擋、網絡失常、網絡供應商方面的干擾或其他失誤所引致的任何損毀、延誤或損失,元大證券(香港)一概不會負責。客戶明白該等系統故障可能會限制用戶使用電子服務或完全不能使用,有鑑於此,元大證券(香港)保留經事先通知客戶後暫停該電子服務的權利。

- d. 所有元大證券(香港)或其他第三者於網上所報數據及資料只屬參考性質，元大證券(香港)不會就其準確性或客戶對之依賴而產生之任何損失及損害承擔任何責任。
- 1.4. 倘客戶開設綜合帳戶，該帳戶乃代其客戶進行交易。而客戶必須在其招攬之客戶所在地區或在其執行有關交易的地區獲註冊或獲持牌或獲豁免註冊或持牌為股票經紀，交易商或銀行，而該等牌照須於帳戶仍然有效及可予執行期間任何時間均維持有效。客戶須獨自承擔其操作綜合帳戶於有關地區之合法性之責任並同意就操作此帳戶引致對元大證券(香港)之任何行動、損失，收費及費用作出賠償。
- 1.5. 客戶及(視情況而定)其行政人員(包括董事)、僱員或代理須對所有登入編碼保持機密，其中包括密碼或其他帳戶運作或使用所需之編碼。客戶須對透過該等登入編碼於帳戶發出的所有指示及/或進行的交易負全責。
- 1.6. 倘載於帳戶申請表格內的資料有任何變動，客戶須於該等變動後盡快並在24小時內通知元大證券(香港)。元大證券(香港)亦須就此合約提供之條款及條件及有關元大證券(香港)的資料之重大更改通知客戶，包括元大證券(香港)之名稱、地址、牌照狀況、聯絡電話、提供服務之性質或可能影響元大證券(香港)提供予客戶的服務的業務等的有關變動。
- 1.7. 元大證券(香港)須把有關帳戶的資料保持機密。但元大證券(香港)有權披露有關客戶或帳戶的事務與：
- 聯交所、證監會、期交所、結算所、香港交易及結算有限公司及任何其他監管機構以應其不時的要求或為遵守監管規則或
  - 元大集團內的任何成員公司或
  - 任何其他為操作或履行此合約的人士或為客戶提供財務及相關服務包括市場推廣之人士。
- 1.8. 客戶務請留意證券及期貨條例第XIII部及第XV部之條文(以不時修訂之版本為準)。客戶務請緊記，客戶本身需要就本身之作為或客戶要求元大證券(香港)代辦之事宜而遵守及確保自身遵守證券及期貨條例第XIII部及第XV部施加之任何責任或義務。客戶確認其知悉證券及期貨條例第XIII部及第XV部之條文，其將一直遵守有關條文或確保有關條文得以遵守。元大證券(香港)並不會因為按客戶指令或指示而辦理或打算辦理之事宜違反或違犯證券及期貨條例而負上法律責任。
- 1.9. 除非元大證券(香港)表明或以書面得悉一切，否則就所有有關帳戶之任何或全部指示而言，客戶為當事人而元大證券(香港)為客戶代理人。
- 1.10. 如客戶並非發出指示的最終負責人或享有承擔帳戶商業/經濟利益/風險的實益負責人，客戶承諾在元大證券(香港)或其他有關監管機構要求時並無論如何在兩天內提供有關該等人士的身份，地址及其他的資料。此承諾在結束帳戶後仍然有效。
- 1.11. 元大證券(香港)須根據有關監管規則定期及不時向客戶發出客戶結算單或記錄，倘於有關結算或記錄的日期起計七個營業日內元大證券(香港)並無收到客戶通知指出記錄或結算單上的明顯錯漏，此記錄或結算單即作定論並對客戶有約束力。
- 1.12. 元大證券(香港)可不時修訂或更改本合約之條款及條件，並將該改動以書面形式通知客戶。有關改動於元大證券(香港)發出通知書後對客戶具有約束力。
- 1.13. 所有元大證券(香港)根據客戶於帳戶申請表格內所提供之任何相關聯絡資料(包括地址、電郵地址、傳真號碼、電話號碼或其他聯絡方法)而傳達的訊息將在郵遞寄出或經電子途徑發出後又或在電話掛出及文件給傳真後被當作客戶與元大證券(香港)間經授權及有效之通訊，不論其中是否遇到傳遞上的失誤或延遲。由客戶發出給元大證券(香港)的通告及通知函則在後者實際收到有關通知時方才生效。
2. 管限法律
- 2.1. 本合約根據香港法例訂立，立約雙方甘願接受香港法院的非專有司法管轄權管制。帳戶內之所有交易均須在符合所有監管規則下進行，其中包括由聯交所、證監會、期交所或結算所發出及不時修訂之規則及規例以及香港法例。凡於香港以外執行之交易，可能須遵守其他司法管轄區監管機構之監管。客戶須負上遵行有關當地法例及規則的全責。
- 2.2. 此合約之主要服務對象為香港居民。非香港居民須確定本合約所指服務在其司法管轄區之合法性並遵守相應之法例及規則。
3. 交易
- 3.1. 除非本合約另有訂明或除非元大證券(香港)於成交單據或其他文據上列明元大證券(香港)乃當事人，否則元大證券(香港)以客戶代理人之身份(而客戶為當事人)執行客戶發出之任何及一切指示。元大證券(香港)將有絕對酌情權在為客戶進行有關交易之同時作為其他客戶之代理人並無須向客人對因此產生之任何佣金及套取之任何收益及利潤及其他得益負責及賠償。
- 3.2. 客戶可給予元大證券(香港)而元大證券(香港)亦可接受(但有絕對酌情權作決定會否接受)作為客戶代理人之指示進行或處理有關證券買賣之事項。
- 3.3. 如指示涉及沽空，客戶須在執行任何沽空前向元大證券(香港)作出通知。指示須受不時修訂之交易政策所規限。除非及直至客戶事前以書面通知元大證券(香港)，所有客戶所發出之賣出指示均是「現」沽，即客戶(i)擁有有關證券或(ii)現時持有可行使及不附有條件之權力將有關證券轉歸於有關之買方。
- 3.4. 如客戶於元大證券(香港)及/或元大集團成員公司擁有多於一個帳戶，客戶於指示買賣時須清晰指明指示適用之帳戶。如客戶並無指明或對元大證券(香港)來說並不明確指明，元大證券(香港)可拒絕執行該指示或有絕對酌情權決定該指示適用於那個帳戶。
- 3.5. 元大證券(香港)有權向客戶就任何交易索取任何的初次及繼後存款。元大證券(香港)有絕對酌情決定權就任何理由拒絕履行或遵從任何指示，包括但不限於當存放於帳戶內的繳清款項及/或證券不足以符合元大證券(香港)不時所定的最低餘額要求。
- 3.6. 在作出任何指示或進行任何交易時，客戶須遵守及符合交易限額之規定。倘超出交易限額，元大證券(香港)可能不會執行該指示及/或有權採取任何行動讓帳戶不超出交易限額，包括但不限於賣出帳戶內的證券。
- 3.7. 除非受有關監管規則所限，客戶授權予元大證券(香港)接納以書面、傳真或口頭方式或透過電子途徑所作出之任何指示。然而，元大證券(香港)有絕對權力因應個別情況規定以指定形式接受指示。客戶亦須於元大證券(香港)要求下，就所有元大證券(香港)依賴其指示或通訊所導致元大證券(香港)之一切損失作出全數彌償。
- 3.8. 客戶須接受傳真或任何電子途徑(如客戶有提供有關的聯絡資料)為與元大證券(香港)之間的資料及文件通訊媒體。倘客戶要求索取有關資料或文件之書面印本，則可能須支付由元大證券(香港)不時釐定之手續費。
- 3.9. 元大證券(香港)將根據有關監管規則就成功之交易或指示提供成交單據。該等單據將被視為具決定性及對客戶具約束力，除非客戶於該成交單據向其發出三個工作天內，對元大證券(香港)作有效的書面通知。
- 3.10. 元大證券(香港)有權將任何指示與元大證券(香港)本身或其他客戶所作出之同類指示合併及/或將之分拆以進行購買及/或沽售。客戶同意該等被合併或分析之交易的價位可能優於或遜於該等交易若以個別形式進行的價位。倘若並無足夠或有太多證券(視情況而定)可用以應付合併的購買或沽售指示，客戶的指示將會以元大證券(香港)收到各指示之先後次序優先處理。實際獲購買或沽售(視情況而定)之證券數目將由元大證券(香港)根據有關監管規則，元大證券(香港)收到交易指示之先後次序及對客戶公平之情況下全權分配。客戶確認並同意元大證券(香港)在任何時間可全權決定執行指示之優先次序務求達到最佳成交價。
- 3.11. 客戶同意元大證券(香港)監察或記錄所有由客戶及所有獲授權作出指示之人士以電話、電子途徑或其他方式作出之所有指示或通訊。客戶同意接納該記錄內容為具決定性及有約束力。



- 3.12. 元大證券(香港)有酌情權透過其本身, 任何元大集團成員或其本身或其他元大集團成員的客戶以當事人、包銷商、投資經理、商人銀行或商業銀行, 註冊或持牌接受存款機構、經紀、交易商身份或以其他身份為客戶買賣證券。客戶同意元大證券(香港)可透過其本身、任何元大集團成員或其客戶為客戶執行任何交易而無須每次事前向客戶作出披露, 唯其交易之價格及條款不可遜於可與其他獨立第三者合理地執行之交易。元大證券(香港)與元大集團成員無須對客戶就此等交易所付出或收取任何利潤、佣金或報酬作出交代。
- 3.13. 元大證券(香港)有權在其認為適當時將指示給予其他經紀或交易商執行。
- 3.14. 除元大證券(香港)另有確定外, 客戶同意當元大證券(香港)代客戶進行買賣交易, 客戶將在到期交收日, 就買入的證券, 於交所購買的證券或將買入的證券存入客戶的帳戶時, 向元大證券(香港)付款, 或就賣出的證券在收取款項時將已售的證券妥善交付予元大證券(香港)。如客戶未履行以上義務, 元大證券(香港)獲授權轉讓或出售任何買入證券, 或借入或購買任何已售的證券以應付客戶據此的義務, 客戶並需負責任何因客戶在到期交收日前未履行相應的義務而造成的虧損、成本、費用及開支。
- 3.15. 如客戶要求元大證券(香港)認購於任何交易所新發行的證券, 則客戶:
- 授權元大證券(香港) (或任何元大集團成員公司) 代表客戶作相應認購申請;
  - 保證上述代表客戶所作的申請為唯一為客戶利益或客戶為任何人士利益而作或意圖作的申請;
  - 保證客戶或任何其他代表客戶利益的人並沒有作或意圖作其他申請;
  - 授權元大證券(香港) (或任何元大集團成員公司) 代表並在申請表上保證客戶或任何其他代表利益的人沒有作或意圖作其他申請;
  - 授權元大證券(香港) (或任何元大集團成員公司) 披露元大證券(香港)為客戶作的申請是唯一為客戶利益或客戶任何人士利益而作或意圖作的申請;
  - 確認上述的陳述、保證及披露將被元大證券(香港) (或任何元大集團成員公司) 用於認購申請, 及被新股的發行人用來決定會否就客戶利益分配證券予元大證券(香港) (或任何元大集團成員公司);
  - 確認由客戶行使法定控制權及除交易證券外沒有其他業務的非上市公司作的申請將被視作為客戶利益作的申請; 及
  - 承諾, 任何違反本段規定 3.15 而產生或有關的任何及所有損失、損毀、索償、負債、開支或費用, 將向元大證券(香港) (以其本身身份及以受託人身份代表其人員 (包括董事)、僱員及代理) 給予彌償。
- 3.16. 客戶須向元大證券(香港)支付所徵收的經紀費及佣金, 及所有有關帳戶或任何指示或任何交易而產生的徵費、印花稅、銀行手續費、轉讓費、利息、關稅、交易費、稅費、通訊費、交收費、保管費、保險費及保費、外匯費用、法律支出及其他支出或費用。經紀費 / 佣金的比率由元大證券(香港)決定並不時通知客戶。元大證券(香港)有權在任何客戶該付費用到期時從帳戶扣除該等款項。
- 3.17. 客戶須就其帳戶內所作之任何指示及 / 或活動, 承擔其所屬之任何司法管轄區有關當局之任何稅項、徵費、稅務報告及其他責任。元大證券(香港)在任何時間有權出售或清算帳戶內任何證券或資產以應付此等責任而毋需預先通知客戶。
- 3.18. 客戶須就其帳戶內之所有欠款及逾期未付之結餘支付利息 (包括該名客戶被判定應償債項後所招致的利息), 有關息率及條款乃由元大證券(香港)不時規定。
- 3.19. 元大證券(香港)倘須就帳戶運作或根據本條款及條件行使酌情權、權力及權利, 或為計算客戶的任何借方結餘或貸方結餘時, 兌換貨幣,
- 有關匯率乃由元大證券(香港)參攷外匯市場當時之匯率後全權釐定;
  - 元大證券(香港)有絕對酌情權決定以任何方式或時間, 將款項從任何貨幣轉換或轉換為任何貨幣;
  - 若須將一種貨幣轉換為另一種貨幣, 轉換的成本及任何因有關貨幣匯率波動而引致的損失, 全部歸於客戶及由客戶承擔風險; 及
  - 客戶授權元大證券(香港)從客戶的帳戶扣除在進行任何貨幣轉換時招致的任何開支。
4. 獨立判斷
- 4.1. 客戶須按其獨立判斷及決定作出各個指示。
- 4A 在招攬銷售或建議產品的情況下與元大證券(香港)進行交易
- 4A.1 假如元大證券(香港)向客戶招攬銷售或建議任何金融產品, 該金融產品必須是元大證券(香港)經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本合約的其他條文或任何其他元大證券(香港)可能要求客戶簽署的文件及元大證券(香港)可能要求客戶作出的聲明概不會減損本條款的效力。
- 註釋:
- 「金融產品」指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言, 其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。
- 4A.2 除非另有訂明, 及除根據第 4A.1 條所載為確保合理合適性外, 元大證券(香港)並不提供諮詢服務, 亦因此不會承擔招攬銷售或建議任何產品方面任何有關諮詢的謹慎責任或義務。
- 4A.3 客戶確認元大證券(香港)向客戶提供有關產品或服務的任何廣告、市場推廣或宣傳物料、市場資料或其他資料, 其本身不會構成招攬銷售或建議任何產品或服務。
- 4A.4 除本合約或其他有關任何產品的條款及細則所訂明者外:
- 元大證券(香港)不會就個人資產分配、投資組合和投資策略給予意見; 及
  - 就元大證券(香港)並無向客戶分銷或提供的產品而言, 元大證券(香港)並無任何義務提供任何關於購買或出售的服務或提供意見。
- 4A.5 如客戶在沒有元大證券(香港)的任何招攬或建議或與之不一致的情況下與元大證券(香港)進行購買及/或出售產品的交易, 元大證券(香港)將沒有任何義務或責任評估該產品是否適合客戶或確保其適合客戶。客戶知悉及同意, 客戶應全權負責評估及自行信納交易為適合客戶。客戶或任何其他人士就有關或因第 4A.5 條項下的任何交易而招致或蒙受的任何損失 (包括間接或相應而生的損失)、任何形式的成本或損害, 元大證券(香港)無須負責。
- 4A.6 透過與元大證券(香港)進行購買或出售產品的交易, 客戶確認由客戶向元大證券(香港)提供的任何資料 (包括客戶的財政狀況、投資經驗及投資目標 (「客戶財務資料」)) 為完整、準確及最新。當元大證券(香港)評估合適性時, 將依賴客戶的確認。
- 4A.7 客戶與元大證券(香港)進行購買及/或出售產品的交易前, 客戶應:
- 考慮客戶本身的狀況及明白產品特點、條款和風險, 如客戶對產品有任何問題, 應聯絡元大證券(香港);
  - 知悉元大證券(香港)並無持續責任確保其向客戶招攬銷售或建議的產品仍然適合客戶;
  - 知悉如有關客戶、該產品、該產品發行人或整體市場的情況有變, 該產品或不再適合客戶; 及
  - 知悉元大證券(香港)並不會就客戶的投資提供法律、稅務或會計意見, 因此, 客戶應考慮就其投資取得獨立專業意見 (包括法律、稅務及會計意見) (如需要)。

- 4A.8 就因或有關客戶未能應元大證券(香港)要求, 為元大證券(香港)履行元大證券(香港)的監管或法律責任提供完整、準確及最新的資料 (包括但不限於其客戶財務資料) 之情況而引致客戶或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支, 元大證券(香港)無須負責。
- 4A.9 就因或有關客戶未能應元大證券(香港)要求, 為元大證券(香港)履行元大證券(香港)的監管或法律責任提供完整、準確及最新的資料 (包括但不限於其客戶財務資料) 之情況而引致 (i) 元大證券(香港)、(ii) 元大證券(香港)的代理及代名人及 (iii) 元大證券(香港)的職員及僱員及元大證券(香港)的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償 (不論由元大證券(香港)或彼等提出, 或對元大證券(香港)或彼等提出), 及所有損失、損害及合理的成本及開支, 客戶均須對元大證券(香港)及彼等作出彌償及付還。
- 4A.10 第 4A.1 條將不適用於以下情況: 如客戶為 (i) 「機構專業投資者」或 (ii) 符合「證券及期貨事務監察委員會持牌人或註冊人操守準則」內第 15.3A 及 15.3B 段的規定及同意被視為專業投資者的「法團專業投資者」。在上述情況客戶應作出獨立判斷及決定有關與元大證券(香港)交易之事宜, 而不應依賴元大證券(香港)或任何其他元大集團成員。
5. 賠償基金
- 5.1. 倘客戶因元大證券(香港)根據證券及期貨條例第十二分部所述之過失而蒙受金錢損失, 客戶可向根據證券及期貨條例或其他監管規則下所成立之投資者賠償基金索償, 惟賠償須受有關監管規則所定之金額上限及條款規限。因此, 並無保證該等金錢損失可從投資者賠償基金獲全數或任何賠償。
6. 要求付款
- 6.1. 所有客戶應付之款項, 應在到期時或元大證券(香港)要求時以可以自由轉讓和即時可應用的款項支付到元大證券(香港)不時指定的帳戶或若元大證券(香港)酌情決定, 從帳戶扣除該客戶應付之款項。
7. 保障個人資料
- 7.1. 客戶須細閱、明白及接納載於戊部有關保障個人資料附註所載之條文。
8. 抵銷
- 8.1. 除適用規則及規例, 包括 (但不限於) 證券及期貨 (客戶款項) 規則及證券及期貨 (客戶證券) 規則另有規定外, 元大證券(香港)可隨時合併或綜合全部或任何客戶於元大證券(香港)或元大集團任何成員公司所持有之全部或任何種類帳戶 (包括帳戶), 或轉撥或容許元大集團內任何成員公司自帳戶轉撥任何資金或資產, 以抵銷任何該等帳戶所產生之債項或負債。
9. 董事、僱員及認可人士
- 9.1. 倘客戶 (i) 為聯交所或期交所參與者之董事或僱員或認可人士或證監會之註冊人, 或作為帳戶之中介人或其他聯繫人士; 或 (ii) 與元大集團任何成員公司之任何僱員或認可人士有關連, 客戶須立即通知元大證券(香港)。
10. 免責聲明
- 10.1. 客戶同意元大證券(香港)和其行政人員 (包括董事)、僱員及代理人直接或間接因任何不受其控制或掌控之情況下如 (但不限於) 政府干預、戰爭、罷工、自然災害、惡劣的天氣、交易所或市場限制、暫停買賣、交易對手之違約或延誤、電子或機械故障、信號線故障、電腦病毒、電話線或其他通訊線路問題、非法闖入或盜竊等引致不能或延誤提供服務或履行責任, 元大證券(香港)和其行政人員 (包括董事)、僱員及代理人毋須向客戶承擔任何責任。
- 10.2. 除非直接由於元大證券(香港)根據本合約履行責任時出現嚴重疏忽或蓄意違約或違反第 4A.1 條者, 否則客戶不得因為元大證券(香港)和其行政人員 (包括董事)、僱員及代理人任何對事實判斷的錯誤、行動或不採取行動、遺漏、失責或任何因此引致之後果向元大證券(香港)和其行政人員 (包括董事)、僱員及代理人索求有關損失、賠償或訴訟費用。
11. 授權人
- 11.1. 元大證券(香港)可全權作為客戶之真正及合法之授權人, 以採取任何行動及簽訂任何文書以完成帳戶或任何指示之目標。
12. 失責事件
- 12.1. 下列任何事件均構成失責事件:
- 客戶未能應元大證券(香港)不時之要求提供足夠之資金或抵押品或保證金 (視情況而定), 以支付在任何交易或帳戶到期之款項;
  - 客戶身亡、無力償債或清盤、入稟破產或清盤申請, 接管人申請又或其他針對客戶類似的財政問題之法律程序及起訴;
  - 扣押帳戶或客戶於元大證券(香港)或於任何元大集團成員公司之戶口之財產;
  - 客戶未能適當履行或遵守本合約或任何與元大集團成員公司之其他合約;
  - 於本合約或交付予元大證券(香港)或任何元大集團成員公司之任何文件內作出之聲明或保證是或成為不完全、不真確或不正確;
  - 元大證券(香港)全權酌情認為客戶之資產或財務狀況或公司架構、業務、一般事務或前景或抵押品 (倘適用) 之價值出現不利的轉變;
  - 終止帳戶或客戶反對元大證券(香港)更改 (i) 條款及條件之任何條款或 (ii) 帳戶操作;
  - 客戶未能履行其責任;
  - 任何第三方針對帳戶或客戶與元大證券(香港)或任何元大集團成員公司開立之帳戶內之任何金錢或資金而提出索償、權利或權益;
  - 以元大證券(香港)主觀認為出現任何事情可能或將會損害或影響元大證券(香港)或任何元大集團成員公司的權利、權益或利益。
- 12.2. 倘出現失責事件, 則客戶應付元大證券(香港)的所有款項, 在無通知或要求的情況下立即到期償還, 就不時未償還的款項的利息會開始累算; 待客戶已全面履行解除其於本合約下應向元大證券(香港)履行的所有義務後, 元大證券(香港)才進一步根據本合約履行其未向客戶履行的任何義務 (不論是支付金額或其他); 元大證券(香港)有絕對酌情權, 在無進一步通知或要求下, 以及不影響元大證券(香港)針對客戶的任何其他權利或權力的情況下, 即時進行任何或所有以下之行動:
- 取消所有未執行之指示;
  - 取消元大證券(香港)作出之所有承諾包括繼續履行本合約的義務;
  - 以任何方法清算或平去所有在帳戶內的資產套現;
  - 終結帳戶;
  - 分配或使用或變賣或接管帳戶內之任何餘額、資產或抵押品 (視情況而定), 以抵銷任何客戶的債務;
  - 收取由元大證券(香港)不時釐定之違約利息及 / 或手續費;
  - 行使元大證券(香港)代客戶持有的任何期權;
  - 要求或執行以元大證券(香港)或任何元大集團成員公司作為受益人而發出、作出或訂立的任何抵押 (以保證客戶在本合約下的負債、債務或責任);

- i. 抵銷、合併或綜合客戶在元大證券(香港)或任何元大集團成員公司開立的帳戶(屬於任何性質),或將元大證券(香港)根據本合約應向客戶履行的任何義務,抵銷客戶根據本合約應向元大證券(香港)履行的任何義務;
- j. 修訂、更改、撤銷、終止或取消給予或授予客戶之財務通融、融資、放款、信貸或貸款或其任何部份;
- k. 採取元大證券(香港)的合理意見認為合適的任何行動。
- 12.3. 元大證券(香港)可按其絕對酌情權,將元大證券(香港)因行使本第 12 條下的權力而實際收到的所得款項淨額(扣除與行使根據本第 12 條賦予元大證券(香港)的權力而招致的所有費用、成本及開支後),按元大證券(香港)認為適當的次序或方法,用以減少客戶當時應支付元大證券(香港)
- 12.4. 元大證券(香港)有權在任何時間聘用收帳代理人收取客戶的任何到期但未支付金額。為此,元大證券(香港)可及據此獲授權向該代理人披露關於客戶的任何或全部資料。元大證券(香港)無須就該披露事宜或該代理人的任何失責、疏忽行為、不當行為而負上法律責任(不論是合約下或侵權法下的責任)。客戶謹此被警告,客戶須按全數彌償的基準,就元大證券(香港)在聘用收帳代理人時可能招致的一切成本及開支,向元大證券(香港)作出彌償。
13. 彌償
- 13.1. 客戶須就任何因元大證券(香港)在履行其合約之義務時或因客戶就帳戶而作出之任何行為或違反合約之行為/事宜,包括因向客戶追收欠債及因終止帳戶而合理地招致的費用或因因此而招致之損失、經費、損毀、索償、債務、開支、要求,向元大證券(香港)、其行政人員(包括董事)、僱員及代理人給予彌償。
- 13.2. 客戶同意,元大證券(香港)或任何元大集團成員公司或任何彼等各自的行政人員、僱員或代理人,皆無須就客戶可能招致的任何損失或負債(包括因為任何交易而產生的損失及負債)向客戶承擔任何法律責任,除非該等損失或負債是因元大證券(香港)或任何元大集團成員公司的欺詐行為或故意失責所做成。
14. 終止及修訂
- 14.1. 本合約可由元大證券(香港)在任何時候以書面通知客戶下終止而元大證券(香港)毋須為此給予任何理由。客戶只能以有效的不少於 4 個營業日的事先書面通知,通知元大證券(香港)終止本合約,惟元大證券(香港)必須實際收到書面通知方為有效。本合約之終止亦不會影響及損害任何元大證券(香港)針對客戶追討或請求補救之權利,包括因帳戶內任何之未清結餘及累計利息。為免疑問,客戶須清償所有對元大證券(香港)之結欠,元大證券(香港)亦有權從帳戶中扣除有關款項及拒絕交還帳戶內之任何證券、資產或資金直至有關結欠被清償。
- 14.2. 於根據第 14.1 條終止本合約後,根據本合約客戶應付或欠負元大證券(香港)的所有款項,將變成即時到期及須向元大證券(香港)支付。即使客戶作出相反的任何指示,元大證券(香港)將不再有任何責任根據本合約的條文,為客戶進行任何交易。
- 14.3. 在法律容許的限度之內,元大證券(香港)有絕對權利不時修訂、刪除、或取替本條款及條件之任何條款或增加新條款。修訂通知及修改後之本合約將刊載於元大證券(香港)網站 [www.yuanta.com.hk](http://www.yuanta.com.hk) (「元大證券(香港)網站」)之內。元大證券(香港)會通知客戶新的修訂。客戶可不時登入元大證券(香港)網站以獲得最新之條款及條件並需細閱其條款。該修訂、刪除、取替或增加的條款將於元大證券(香港)刊載修訂通知當日生效(或按修訂通知所示),並被視為納入本合約內。倘客戶並不接納該修訂、刪除、取替或增加,客戶有權按照本第十四條條款終結帳戶。否則被視為接受該修訂、刪除、取替或增加的條款。
15. 轉讓
- 15.1. 除非事前獲元大證券(香港)書面同意,客戶不能轉讓客戶之任何權利、權益或義務。
- 15.2. 除本合約准許外,客戶承諾在未經元大證券(香港)事先書面同意下,不得為帳戶中之證券或資產設定任何押記,抵押或產權負擔,亦不可委託他人管理其帳戶。
- 15.3. 除非受有關監管規則所限,元大證券(香港)可在毋須得到客戶之同意下有權將其在本合約之權利、權益責任或義務(或履行責任之義務)轉讓或轉授予任何人士、機構或公司。
- 15.4. 本合約對客戶及元大證券(香港)及其各自之繼承人,准許轉讓人及代表人(視情況而定)具有約束力及讓其得到本合約之利益提供保障。
16. 一般事項
- 16.1. 即使某法院或監管機構認為條款及條件之任何條文為不合法、無效或不可強制執行,亦不會影響條款及條件之其餘條文之合法性、有效性或可強制執行效力。
- 16.2. 在元大證券(香港)未能或延誤或給予暫時寬限而沒有行使根據本合約賦與之權利下,並不可視為已放棄此等未行使的權利。同樣,若元大證券(香港)只行使單一或部份本合約賦予之權利亦並不代表日後不會行使剩下的權利。
- 16.3. 本合約的任何條款不可刪除、豁免或限制客戶的權利或元大證券(香港)於香港法例下的責任。
- 16.4. 如客戶包含多於一方,有關各方須根據及參考本合約共同及個別承擔帳戶之責任。除根據本合約終止外,聯名客戶任何一方的死亡並不會促使本合約的終止。元大證券(香港)通知、支付或交付予聯名客戶其中或任何一方足以抵銷本合約內元大證券(香港)通知、支付或交付的責任。元大證券(香港)亦經授權執行由聯名客戶其中或任何一方發出的指示。
- 16.5. 本合約包括任何附表及附件(可不時被修訂)包含了所有元大證券(香港)與客戶之間的協議,並且代替以往所有有關帳戶之協議及安排(如有)。
- 16.6. 客戶確認本合約包括風險披露聲明已根據客戶選擇之語言(中文或英文)提供並說明。本條款及條件之中文及英文本如有任何歧義,概以英文本為準。
- 16.7. 客戶向元大證券(香港)保證、表明及承諾:
- 除非元大證券(香港)獲得書面通知,客戶以當事人身分訂立本合約,同時,客戶不能代表他人進行交易;
  - 客戶將為所有交易的最終發出人,並作為有關帳戶及交易的實益擁有人以其本身帳戶進行交易,除客戶之外,其他任何人概無對該等帳戶或交易擁有任何權益,除非帳戶乃由客戶作為代理人開立,並已在帳戶申請表格中予以披露,據此客戶將毋須保證或聲明其為實益擁有人,而代以聲明及保證有關實益擁有人乃如帳戶申請表格中所填寫的;
  - 客戶具有完全的能力及權力訂立並履行本合約內所列客戶之責任,以及按需要授權予元大證券(香港),使元大證券(香港)能根據本合約及任何其他對客戶具約束力補充文件履行責任;
  - 經客戶有效簽署後,本合約已構成對客戶有效及具法律約束力並可根據其條款強制執行之合約;及
  - 本合約及其履行及所包含之責任不會及將不會:
    - 違反任何現行對客戶適用之法例、法規、法令、規則或條例或客戶須遵守之任何判決、頒令或許可;或
    - 與客為其中一方或須遵守或任何財產受其約束之協議或其他契約抵觸或導致違反其中之條款或構成任何違約行為;或
    - (iii) (假如客戶為一間公司)違反或抵觸公司章程或公司條例或細則(如適用)。
- 16.8. 明顯錯誤者除外,元大證券(香港)就帳戶的帳簿,記錄及扎記(包括但不限於其員工或代理在處理客戶事務時的錄音及手寫的記錄)的紀錄,對客戶構成不可推翻的證據。

17. 信託資金之利息收入
- 17.1. 除非元大證券(香港)對客戶另作通知，否則元大證券(香港)有權保留任何在信託帳戶或客戶在元大證券(香港)就帳戶維持之任何帳戶內累積之所有利息。任何利息的利率及細則將由元大證券(香港)不時決定。
18. 台灣證券交易
- 18.1. 客戶確認及明白如投資台灣證券，必須遵守台灣證券交易市場之相關法令規章，包括但不限於《華僑及外國人投資證券管理辦法》。據此，客戶向元大證券(香港)承諾及聲明其投資台灣證券之資金並非來自台灣或中國。
19. 外國帳戶稅收遵從法
- 19.1. 如果元大證券(香港)決定，根據外國帳戶稅收遵從法規定（或美國財政部條例或其發布之相關指引、任何相關之政府協議、任何類似或相關之非美國法律或任何元大證券(香港)依據任何上述法規與任何國際間、政府間、半官方間、規管、行政、執法或監管機構、單位、部門、辦事處、所在法律管轄地的機構或法院或法庭、交易所、結算所或其他機關、團體、單位、部門、辦事處或其他機構（個別稱為「機關」）所簽署的合約），因為客戶在美國稅法及規則下的狀況，需要從客戶帳戶抵繳或扣繳相關課稅（統稱「FATCA 扣繳稅」），則客戶授權元大證券(香港)可從元大證券(香港)應支付給客戶的費用（受制於 FATCA 扣繳稅）中扣除或扣繳相關稅款，向客戶支付扣除或扣繳稅款後之結餘，並將此等抵繳或扣繳稅款交付給美國國稅局（「國稅局」）、其他機關或其任何代表。
- 19.2. 客戶同意元大證券(香港)可收集、儲存、使用、處理、向國稅局、任何機關或任何其他人士披露及報告，可以或有助元大證券(香港)，根據客戶或任何客戶的受益者之美國稅務狀況，遵循未來必須或可能承擔的義務之資訊（包括任何有關客戶在元大證券(香港)的帳戶及任何與客戶間的交易或商業往來資料，以及任何客戶的直接或間接受益者、受益人或控制人的個人資料），此等義務包括依據任何法律、指令、法規、規則、司法或行政命令、判決、命令、政府法案、批准、裁定、令狀或其他司法或行政執行的程序，或元大證券(香港)與國稅局或機關的約定，去提供資料或文件，或其他必須或有益的資訊以使元大證券(香港)在可能收取的款項或元大證券(香港)可能支付給客戶的款項上，可以避免或減少 FATCA 扣繳稅的應用。
- 19.3. 客戶同意在收到元大證券(香港)要求後 90 日內，提供：
  - a. 任何有關客戶身份及稅務狀況以及任何客戶的直接或間接受益者、受益人或控制人之文件或資料（包括 IRS 表格 W-9, W-8BEN 與 W-8IMY）；
  - b. 任何有關客戶在元大證券(香港)帳戶的直接或間接擁有者或持有者，或有關元大證券(香港)不時提供客戶之商品、服務、協助或資助等之文件或資料；
  - c. 為了允許元大證券(香港)執行第 19(2) 條規定，由客戶直接或間接受益者，以元大證券(香港)同意或核准的表格，出具之豁免適用之個人資料保護法律或其他法例或規則之書面同意或豁免。
- 19.4. 客戶同意如果上述資訊（包括上述文件及表格中提及的資訊）有任何進一步的更改或有不正確的地方，將在 30 日內通知元大證券(香港)，並提供更新的文件、表格或資料。
- 19.5. 如客戶沒有在適當時間及確實的狀況下向元大證券(香港)提供上述第 19.3 及 19.4 條提及之資訊、文件、表格、同意或豁免，元大證券(香港)有權依據客戶在元大證券(香港)的所有帳戶狀況或元大證券(香港)不時提供客戶之商品、服務、協助或支援的狀況下，採取它認為合適的行動。

## 丙部 各帳戶所適用附加之條款

### 附表一、證券現金帳戶之附加條款

1. 引言
- 1.1. 本附件對一般條款作出補充，並適用於所有證券現金帳戶。
2. 證券之存管
- 2.1. 證券現金帳戶內之證券若為在聯交所上市或交易之證券或為證監會認可之集體投資計劃的權益，該等證券或權益須存放於元大證券(香港)或其聯繫實體在一認可財務機構，證監會核准之保管人或另一獲發牌進行證券交易的中介人在香港開立及維持並指定為信託帳戶或客戶帳戶的獨立帳戶作穩妥保管，帳戶是或以有關客戶或元大證券(香港)之聯繫實體名稱登記。
- 2.2. 證券現金帳戶內之證券若非聯交所上市或交易之證券，亦非證監會認可之集體投資計劃的權益，該等證券將依據有關監管規則處理。
- 2.3. 元大證券(香港)會將代客戶收取證券所產生之一切股息或其他利益在扣除元大證券(香港)不時訂定之收費 / 手續費後存入客戶之證券現金帳戶。
- 2.4. 若元大證券(香港)須向客戶交付或交還任何證券，元大證券(香港)只須將與有關證券屬同一類別及其相同面值之證券交付或交還予客戶便可（但受有關證券的相關公司作出的任何股本重組所限除外）。
- 2.5. 元大證券(香港)有權將證券現金帳戶內所有證券資產或財產持作持續性抵押，作為客戶就任何交易所產生之債項及 / 或義務得到履行之擔保。元大證券(香港)亦有權分配或出售全部或部份證券或證券現金帳戶下持有之資產以清還任何債務。
- 2.6. 元大證券(香港)或其代理人可以，但無義務按照客戶的指示，運用附加於證券之投票權。
3. 信託資金之利息收入
- 3.1. 除非元大證券(香港)對客戶另作通知，否則元大證券(香港)有權保留任何在信託帳戶或客戶在元大證券(香港)維持之任何證券現金帳戶內累積之所有利息。任何利息的利率及細則將由元大證券(香港)不時決定。

### 附表二、證券保證金帳戶之附加條款

1. 引言
- 1.1. 本附表對一般條款作出補充並適用於證券保證金帳戶。
2. 證券保證金帳戶下之活動
- 2.1. 元大證券(香港)只會就客戶為取得或繼續持有證券向客戶提供財務通融。客戶一概不得為任何其他目的提取該信貸下之資金。
- 2.2. 客戶同意元大證券(香港)在任何時候是沒有義務提供或繼續提供任何財務通融或任何墊款。為避免疑問，如客戶的證券保證金帳戶或在元大集團成員開設的其他保證金帳戶出現借方結餘，元大證券(香港)無義務而且不應被視為有義務提供或繼續提供任何財務通融。例如（但不限於此），元大證券(香港)允許任何保證金帳戶出現借方結餘，不暗示元大證券(香港)有任何義務在任何隨後的情況下提供墊款或代客戶承擔任何義務，但客戶對元大證券(香港)所允許出現的任何借方結餘應有的義務不因此而受影響。
3. 授權予元大證券(香港)
- 3.1. 客戶授權予元大證券(香港)以其絕對酌情權進行以下有關證券保證金帳戶之行動及事宜：
  - a. 不論為清償任何欠款或執行任何抵銷，將款項存入或轉入或轉出證券保證金帳戶；
  - b. 自證券保證金帳戶內提取其任何信貸餘額（包括賣出代客戶持有之任何抵押品、其他證券及其他資產）以償還任何向元大證券(香港)，元大集團成員公司或任何第三者所欠之債務；及 / 或

- c. 向元大集團要求查詢或獲取任何有關在元大集團成員公司開立之帳戶之任何資料。
- 3.2. 在事先得到客戶同意後，元大證券(香港)將擁有絕對酌情權進行以下行動及事宜：
- 取或持有抵押品及將抵押品全部或部份抵押、質押、賣出及變現；
  - 將其任何抵押品存入或借出於一家認可機構或持牌交易商或監管規則許可之其他團體作為向元大證券(香港)提供財務通融之抵押品或為元大證券(香港)解除或清償其交收上的義務或法律責任；
  - 依據證券借貸協議運用任何證券或抵押品。
4. 抵押品及其他證券之存管
- 4.1. 客戶同意依照元大證券(香港)不時之要求提供並維持抵押品為取得保證金信貸(「保證金要求」)。有關形式及數額及所依據的條款，均為元大證券(香港)按其絕對酌情權而不時決定。元大證券(香港)要求的保證金要求可能超過任何交易所或結算所或經紀商所指定的任何保證金要求。元大證券(香港)可在並無向客戶發出事先通知的情況下，隨時按其唯一酌情權而更改任何保證金要求。倘若元大證券(香港)認為需要額外保證金，客戶同意應要求立即向元大證券(香港)存放該額外保證金。任何保證金要求均不會構成任何先例。
- 4.2. 客戶就此保證及聲明，除證券保證金帳戶下訂明外，抵押品不負有任何產權負擔而客戶亦依法有權把抵押品向元大證券(香港)作有關的抵押。
- 4.3. 帳戶內之證券若為在聯交所上市或交易之證券或為證監會認可之集體投資計劃的權益，而該等證券並非存放於元大證券(香港)為抵押品，該等證券須存放於在元大證券(香港)或其聯繫實體在一認可財務機構，證監會核准之保管人或另一獲發牌進行證券交易的中介人在香港開立及維持並指定為信託帳戶或客戶帳戶的獨立帳戶作穩妥保管或以有關客戶或元大證券(香港)之聯繫實體名稱登記。
- 4.4. 帳戶內之證券若為在聯交所上市或交易之證券或為證監會認可之集體投資計劃的權益，而該等證券為存於元大證券(香港)之抵押品，該等證券則須存放於在元大證券(香港)或其聯繫實體在一認可財務機構，證監會核准之保管人或另一獲發牌進行證券交易的中介人在香港開立及維持並指定為信託帳戶或客戶帳戶的獨立帳戶作穩妥保管或以有關客戶或元大證券(香港)或元大證券(香港)之聯繫實體的名稱登記。
- 4.5. 帳戶內之證券(包括抵押品)若並非聯交所上市或交易之證券及並非證券會認可之集體投資計劃的權益，該等證券將根據有關監管規則處理。
- 4.6. 元大證券(香港)會將代客戶收取抵押品及其他證券所產生之一切股息或其他利益在扣除元大證券(香港)不時訂定之收費/手續費後存入客戶的證券保證金帳戶，元大證券(香港)有酌情權將由抵押品衍生的股息或其他利益視為抵押品。
- 4.7. 元大證券(香港)或其代理人可以，但無義務根據客戶之指示，行使附於證券(包括抵押品)之投票權。
- 4.8. 若元大證券(香港)須向客戶交付或交還任何證券，包括任何抵押品，元大證券(香港)只須將與有關證券或資產屬同一類別及其相關面值之證券或資產交付或交還予客戶便可(但受有關證券的相關公司作出的任何股本重組所限除外)。
- 4.9. 元大證券(香港)有權將證券保證金帳戶內所有抵押品，證券或資產持作持續性抵押，作為客戶就任何交易所產生之債項及/或義務得到履行之擔保。元大證券(香港)亦有權分配或出售全部或部份在證券保證金帳戶下持有之抵押品、證券、資產或其他財產以清還任何債務。
5. 對抵押品之執行權力
- 5.1. 當證券保證金帳戶內任何數額到期或須繳付時，元大證券(香港)可在毋須預先通知客戶或取得客戶同意下，有絕對酌情權去出售或處理抵押品之任何部份。倘出售抵押品後仍未能清還到期之數額，客戶須在元大證券(香港)索求尚欠款項時償還全數欠款。
- 5.2. 證券保證金帳戶內之現金及任何因出售抵押品所得之款項將按下列次序使用：(a) 支付轉讓抵押品之任何部份或為處理業權之有效性而產生之所有經費、收費、法律及其他費用及開支包括印花稅、佣金及經紀費；(b) 支付當時已累積及到期之利息；(c) 支付證券保證金帳戶下到期之款項(利息除外)；(d) 支付客戶結欠元大集團任何成員公司之全部或部份款項；及(e) 餘額(如有)將支付予客戶或按其指令支付。
- 5.3. 元大證券(香港)可尋求其認為適合之其他辦法和在不影響本條款及條件所產生之抵押下取得付款或確保客戶履行條款與條件。
- 5.4. 客戶必須在元大證券(香港)索求下立即支付或償還元大證券(香港)所有就執行或保存元大證券(香港)在證券保證金帳戶下之任何權利而產生之經費、收費及開支，其包括但不限於以彌償基準計算之法律及追收費用，並應即時支付。
- 5.5. 在不影響本合同任何條款的情況下，客戶必須於元大證券(香港)提出要求後，立即滿足或履行有關保證金要求的催繳或付款要求(「保證金追繳」)。客戶須應要求為元大證券(香港)提供資金或金錢或為元大證券(香港)作出安排，使元大證券(香港)及時獲得提供資金或金錢，以讓元大證券(香港)能夠清償因為就保證金帳戶而進行交投、買賣或交易所招致或將招致的任何負債。客戶須應要求，向元大證券(香港)償付其因為就保證金帳戶而完成交投、買賣或交易所招致的所有成本及開支，及/或支付或清償保證金帳戶下的任何未清償款項。
6. 利息
- 6.1. 元大證券(香港)可就證券保證金帳戶所作出之貸款或借貸每天收取不時由元大證券(香港)訂定之利息(惟須符合有關法例)。
- 6.2. 除非另行與元大證券(香港)另行商議，元大證券(香港)將收取相等於香港上海滙豐銀行有限公司或元大證券(香港)不時決定的其他銀行的現行最優惠利率或港元的最優惠貸款利率加五厘(5%)的利息。元大證券(香港)有酌情權調整利率或收取利息之安排而經調整後的利率或收取利息之安排將對客戶具約束力。
- 6.3. 除非元大證券(香港)對客戶另作通知，否則元大證券(香港)有權保留任何信託帳戶或客戶在元大證券(香港)就證券保證金帳戶維持之任何帳戶內累積之所有利息，任何利息的息率及細則將由元大證券(香港)不時決定。

### 附表三、期貨帳戶之附加條款

1. 引言
- 1.1. 本附表對一般條款作出補充並適用於期貨帳戶。
2. 買賣盤與指示
- 2.1. 客戶特此授權元大證券(香港)，根據客戶按照本部分條款(2.2)發出的指示，代客戶出售及/或購入期交所買賣期貨合約及/或期貨合約。
- 2.2. 客戶可以口頭、書面或透過元大證券(香港)不時批准的任何電子方式發出指示，進行期貨帳戶的交易、轉移或提取資金，客戶必須註明期貨帳戶名稱、帳戶編號或元大證券(香港)指定的其他形式身份證明。客戶的指示均不可撤銷，除非元大證券(香港)另行表明同意，則不在此限，並於元大證券(香港)實際收到指示後，方為有效。除非另有指明外，元大證券(香港)為客戶之經紀及並非以其本身所進行交易，除上述者外，元大證券(香港)有權(由元大證券(香港)絕對酌情決定並毋須就此提出任何理由)拒絕在任何特定交易為客戶行事，在任何情況均不會對元大證券(香港)因拒絕按客戶指示行使而使到客戶蒙受或錄得由此產生或與此有關的任何利潤或收益損失、損害、負債、費用或開支負責。
- 2.3. 客戶同意持倉數量不會超過監管機構、期交所或其他商品交易所規定的持倉上限。客戶同意當證監會、期交所、結算所或其他監管機構向客戶要求報告時，會向元大證券(香港)諮詢。

- 2.4. 客戶聲明知道元大證券(香港)在任何時候均有權限制客戶在元大證券(香港)所開之倉數。
- 2.5. 客戶聲明知道元大證券(香港)受交易條例第六百三十及六百三十二條的約束。該條例容許香港期貨交易所行政總裁若認為有任何客戶所累積之倉數，可能對個別或某些市場有不良影響，又可能對立地影響某些市場之公平及有秩序之運作，而代客戶採取行動以限制倉數或要求平倉。
- 2.6. 客戶可以在任何時候指示元大證券(香港)代表客戶訂立任何期交所買賣期貨合約及 / 或期權合約，接納指示與否由元大證券(香港)絕對酌情決定。傳送指示之風險概由客戶承擔。當元大證券(香港)按客戶指示出售任何證券、商品或其他財產(包括為客戶進行任何賣空)，而元大證券(香港)因為客戶未能提供有關證券、商品或其他財產等予元大證券(香港)與買方交收，客戶授權元大證券(香港)可借入及 / 或採取任何行動以提供該證券、商品或其他財產予買家，客戶並且同意保證賠償元大證券(香港)就因為借貸買賣及 / 或採取任何行動以提供該證券、商品或其他財產而產生之任何成本、元大證券(香港)可能需要支付之任何溢價，或元大證券(香港)未能提供證券、商品或其他財產時可能蒙受之任何損失。
- 2.7. 元大證券(香港)可在不抵觸證券及期貨條例及任何適用法律的規定的情況下，不論是為元大證券(香港)本身或元大集團成員公司或其他客戶的帳戶，就任何在交易所買賣的期貨及期權合約，採取與客戶的買賣指示相反的買賣盤，但該買賣必須是以公平競爭的方式，根據期交所的規則在期交所或透過期交所的設施而執行的，或是透過任何其他商品、期貨或期權交易所的設施並根據該等其他交易所其規則及規例而執行的。
- 2.8. 如元大證券(香港)或其代理人(視乎情況而定)基於無論甚麼及無論怎樣的理由，未能根據有關交易所及 / 或結算公司及 / 或任何適用法律，在商品到期付款或交付日期，就任何由元大證券(香港)代表客戶訂立之期交所買賣期貨合約或期權合約，收取(不論是向有關交易所及 / 或結算公司及 / 或任何其他人士收取)到期向客戶付款或交付之任何商品中所有或任何部份之付款額或所有或任何部份之交付數額，元大證券(香港)就該等期交所買賣期貨合約或期權合約向客戶付款或交付任何商品之責任應隨即及基於上述無法履行而變成有責任支付該等數額或交付該等數額之商品，並相當於元大證券(香港)就該等合約實際收取之該等付款或該等數額。
- 2.9. 元大證券(香港)應有絕對酌情權決定但並非必須按客戶任何指示行事，對任何交易所及 / 或結算公司及 / 或任何其他人士採取任何無論甚麼或無論怎樣之行動，涉及該等交易所及 / 或結算公司及 / 或其他人士沒有按上文(2.8)段所規定，就元大證券(香港)代表客戶訂立之任何期交所買賣期貨或期權合約，支付任何付款或交付任何數額之商品，惟若元大證券(香港)採取任何該等行動，客戶應彌償元大證券(香港)因採取該等行動所產生或涉及之所有費用、索償、要求、賠償及開支。
- 2.10. 倘若元大證券(香港)或其代理未能訂立指示所訂明的期交所買賣期貨合約或期權合約數目，元大證券(香港)或其代理可絕對酌情決定訂立較少數目之合約而客戶須受到此等合約之約束，元大證券(香港)或其代理(視情況而定)對於並無按照指示訂立的任何期交所買賣期貨合約或期權合約概不承擔任何義務或責任。
- 2.11. 元大證券(香港)可為進行客戶發出之指示，按元大證券(香港)全權決定之條款及條件與任何其他代理，包括在任何方面與元大證券(香港)有聯繫之人士或元大集團內的任何成員公司，訂立合約透過其代理執行指示。元大證券(香港)或元大集團內的任何成員公司可以是元大證券(香港)代表客戶進行交易之對手方。
- 2.12. 客戶須於元大證券(香港)要求時就元大證券(香港)代表客戶訂立之任何期交所買賣期貨合約或期權合約，按元大證券(香港)之要求向元大證券(香港)提供有關交付及 / 或結算及 / 或(如屬期權合約)行使尚未平倉或(視情況而定)尚未行使之任何期交所買賣期貨合約或期權合約。
- 2.13. 由元大證券(香港)發出並列明已訂立或已平倉之任何期交所買賣期貨合約或期權合約價格或價值，或任何幣值換算適用之匯率，又或客戶於任何時候欠元大證券(香港)之款項之任何結單或確認書在並無明顯錯誤之情況下對客戶具有約束力。
3. 留置權及買賣之權力
- 3.1. 在並不損害元大證券(香港)應有權益為前提之下，元大證券(香港)除享有概括留置權、抵銷權或法律上元大證券(香港)所應有之類似權利外，對於客戶不論為任何用途交由元大證券(香港)代管或登記在客戶帳戶內(不論是其個人或與人聯名所有)或不論何時及不論為任何用途及只為托管而存在元大證券(香港)、元大集團的任何成員公司或香港或世界其他各地元大證券(香港)手上之任何資金、證券、商品、期貨合約、期權合約或其他產業(簡稱“財產”)亦享有概括留置權及對客戶之交還債務作為擔保。元大證券(香港)現由客戶授權必要時變賣此等資產及利用變賣所得款項以抵銷或抵償客戶對元大證券(香港)所負之債務，不論其他人等對此等資產是否享有權益或元大證券(香港)對此等資產是否曾經墊支款項，亦不論客戶在元大證券(香港)設有多少帳戶，元大證券(香港)仍有權根據本部分條款(3.5)及(3.6)處理客戶之財產。
- 3.2. 無論客戶之帳戶是否已經結算，客戶仍答應對其帳戶負責，及對其帳戶登錄之短欠負起清償責任，包括因結算客戶帳戶而招致之一切短欠。
- 3.3. 客戶須就帳戶記錄之短欠而衍生之利息負責，該利息將由元大證券(香港)不時決定及毋須事先通知客戶有關更改。所有客戶之欠款包括費用、經費、佣金、經紀費、徵收費及其它元大證券(香港)根據合約之收費(包括法律費及連同一切催收費用，包括合理程度法律費用。欠款一經催收，即須隨即連同一切催收費用，包括合理程度法律費用支付予元大證券(香港)。
- 3.4. 客戶同意即時應元大證券(香港)之要求繳付其帳戶之任何債項。
- 3.5. 倘若出現下列事情：
- (如適用)有呈請要求或有法庭命令或有效議案或類似程序通過申請客戶清盤，除非有關行動之目的是為合併、整合或重組並先得到元大證券(香港)事前許可；
  - 當客戶不能繳付到期債項或承認其無法繳付到期債務或客戶召開會議以與其債權人作出或建議及 / 或訂立償還債安排或清償協議；
  - (如適用)客戶破產，或無力清償債務或與其債權人達成償債安排或清償協議；
  - 當有清算管理人或接管人或類似人員被委任接管客戶之全部或任何資產或業務(如有)或客戶帳戶之資產、財產或帳戶被要求扣押而未能於七天內解除；
  - 客戶死亡或被宣判無能力管理產業；
  - 元大證券(香港)在任何時候為保護其保證金要求或其他為保障元大證券(香港)而作有需要之獨立判斷。
  - 元大證券(香港)全權酌情決定其有責任遵守任何有關交易所及 / 或結算所及 / 或經紀所施加之任何規定或任何適用法律、規則及規例；
  - 客戶違反或未能依時履行任何條款、契諾或條件；
  - 任何第三方對帳戶內任何款項提出申索；
  - 客戶向元大證券(香港)提供之任何資料或客戶所作出之任何保證有重大方面屬於不正確或有誤導；
  - 客戶根據本額外條款保留帳戶或履行本額外條款之責任為不合法，或客戶為根據本額外條款保留帳戶或履行本額外條款之責任所需之任何授權、同意、批准或許可被撤銷或全面失效為不合法；或



- l. 客戶之業務、資產或整體情況出現重大不利變動而元大證券(香港)全權認為客戶妥為履行其於本額外條款之責任將因此受到重大不利影響。

元大證券(香港)有權在並無通知的情況下及按其絕對酌情權，就遵守或執行、取消或達致元大證券(香港)須向客戶履行任何的義務，或客戶及/或元大證券(香港)須向相關交易所及/或結算所及/或經紀(視情況而定)履行有關義務而採取或作出其認為必要或適宜的行動、事宜或事情(有關行動包括但不限於平倉及/或執行任何未平倉合約)：

- a. 出售、變賣或將客戶資產轉換為現金(而元大證券(香港)亦獲客戶授權辦理出售所需或與之有關的一切事宜)並以所得款項抵銷及清償客戶對元大證券(香港)或元大集團任何成員公司所負之部份或一切債務(包括直接拖欠債務或由於擔保或保證而產生之間接債務)；
  - b. 如客戶帳戶為長倉，出售客戶帳戶所存任何或一切證券或商品；
  - c. 如客戶帳戶有短倉，代為購入所需任何或一切證券或商品；
  - d. 進行客戶帳戶內證券或商品期貨的跨價或跨期的長倉或短倉交易；
  - e. 取消代表客戶作出任何未完成執行之指示或其他承諾；及/或
  - f. 行使元大證券(香港)代表客戶持有之任何期交所買賣期權合約產生之任何期權(認沽或認購)以為終結帳戶。
- 3.6. 買賣可以公開或私下進行，元大證券(香港)有權執行上述條款(3.5)所列明之所有權益而無須先登廣告通知或先行通知客戶，總之方法由元大證券(香港)權宜酌情決定。在上述之任何出售，元大證券(香港)可以獨立身份購買，客戶若因此而招致虧損，客戶亦同意元大證券(香港)毋須賠償其損失的責任。而在絕不影響上文任何規定為大前提下，客戶對於變賣方法或變賣時間問題，概不能提出任何要求。如客戶有欠元大證券(香港)款項，則所得款項即行移作減輕客戶債務之用。
- 3.7. 元大證券(香港)在行使上述條款(3.5)的權利時，據此應付元大證券(香港)的所有款項，將成為立即應付的款項，且元大證券(香港)無須向客戶交付相關任何期交所買賣期貨合約及/或期權合約或有關帳戶的任何款項，直至客戶就帳戶，此等合約或根據本合約欠元大證券(香港)的所有負債、債項及有關債務獲支付、清償或解除為止。
4. 客戶帳戶
- 4.1. 所有元大證券(香港)由客戶得到，或由結算公司代客戶收到之款項、核准證券、核准債務證券及其他財產，元大證券(香港)概以信託人身份收執，根據證監會操守準則附表4第7至12段所指明之方式，存入客戶獨立銀行帳戶、獨立證券帳戶或獨立債務證券帳戶(如適用)(概稱「獨立帳戶」)，並與元大證券(香港)之款項分清。該等金錢、核准證券、核准債務證券及財產並不構成元大證券(香港)資產的任何部份，作為元大證券(香港)破產或清盤之用，但於委任清盤人或臨時清盤人等處理全部或部份業務或資產時，將會迅速地歸還於客戶。
- 4.2. 元大證券(香港)自客戶或任何其他人士(包括結算所)收取之任何款項、核准債務證券或核准證券會按操守準則附表4第7至12項條文所列方式持有，客戶授權元大證券(香港)可以動用客戶存於獨立銀行帳戶之款項、獨立債務證券帳戶之核准債務證券或獨立證券帳戶之核准證券，操守準則附表4第14至15項條文所載方式作：
- a. 履行元大證券(香港)對結算所或元大證券(香港)代客戶與期貨期權生意交易之執行經紀之義務。惟帳戶提款轉移，不能用作資助其它客戶所需繳付結算所之法定按金、變價調整之要求或交易債務；
  - b. 繳付元大證券(香港)代客戶與期貨期權生意交易之佣金、經紀費、徵收費用及/或其他一切費用(無論是否付予元大證券(香港))；
  - c. 轉帳到另一獨立帳戶；
  - d. 根據客戶之指示繳交/退回款項；儘管有客戶指示，款項、核准債務證券或核准證券不能繳付往客戶帳戶外之其他帳戶，除非該帳戶分別為獨立銀行帳戶、獨立債務證券帳戶或獨立證券帳戶；及
  - e. 客戶授權元大證券(香港)將客戶寄存之款項、核准債務證券或核准證券支用，尤其可用以應付關於客戶期貨期權生意上之責任。客戶同意元大證券(香港)可保留客戶帳戶內之利息而元大證券(香港)有權可以提取。
5. 結算所帳戶
- 5.1. 元大證券(香港)在結算公司帳戶，無論該帳戶是否全部或部份為客戶生意而設，又或者該帳戶內金錢、核准證券、核准債務證券及其他財產源自客戶，客戶承認元大證券(香港)非以受托人身份持有該帳戶，結算公司無須理會該帳戶是否另有實益權益擁有人。而存入結算公司之款項、核准證券、核准債務證券及其他財產，不受上文條款第4.1項之信託所規限。
6. 保證金(孖展)之要求
- 6.1. 除了因為要為客戶平倉或因應期交所任何時候之規定，客戶同意元大證券(香港)有權不為客戶進行期貨期權生意交易直至元大證券(香港)收到客戶抵押品並滿意客戶有足夠能力應付交易債項、最低保證金及調整之擔保。
- 6.2. 原定保證金及變價調整(比率由元大證券(香港)不時全權決定)須由客戶支付及存於客戶帳戶。任何追繳保證金及/或變價調整之要求須於元大證券(香港)不時訂明之期限內清繳，否則元大證券(香港)可以在毋須發出通知而將客戶之合約平倉。如元大證券(香港)決定需要額外保證金，客戶同意在得悉要求後隨即將額外保證金交予元大證券(香港)，但即使發出繳交額外保證金通知，元大證券(香港)仍可隨時依照上述條款3.5項行事。元大證券(香港)要求之保證金或變價調整可較交易所及/或結算所及/或其他交易所所訂明者為高。元大證券(香港)可隨時全權決定更改保證金規定，以往所訂保證金額不得引為前例爭論，一經改訂，合約內所有未結算新舊買賣均照新額辦理，惟元大證券(香港)可全權決定是否依照元大證券(香港)之相反條文(如有)。根據交易所之規則及規例或規管有關市場之其他交易所之規則，客戶可以現金、證券或元大證券(香港)認可之方法繳付保證金。
7. 追繳保證金(孖展)
- 7.1. 若連續兩次追繳保證金及/或變價調整之要求未能於元大證券(香港)指定的期限內達到，客戶明白元大證券(香港)會向期交所及證監會匯報客戶之所有未平倉合約的詳情，及元大證券(香港)要求客戶支付之保證金或變價調整可較期交所及/或結算所訂明者為高，並可能會就未能於元大證券(香港)指定期限內或作出此等要求之時達到要求的未平倉合約進行平倉。
- 7.2. 若追繳保證金及/或變價調整之要求未能於元大證券(香港)指定之期限內達到，客戶明白元大證券(香港)可因應需要而將客戶所有未平倉合約向期交所及證監會匯報。
8. 外幣本位之交易
- 8.1. 倘若客戶指示元大證券(香港)代為在交易所或其他市場訂立合約，而該等交易乃以外幣為本位者，則：
- (a) 一切外匯波動風險及因外匯波動而招致之一切損益，概由客戶自理；
  - (b) 初步與及後所須交付之保證金須用元大證券(香港)權宜指定之貨幣如數交付；及
  - (c) 該買賣合約結算後所得款項由元大證券(香港)用帳戶本幣記入客戶帳戶，所用之外幣兌換本幣匯率由元大證券(香港)按照當日外匯市場時價權宜決定。
- (d) 客戶授權元大證券(香港)從客戶的帳戶扣除在進行任何貨幣轉換時招致的任何開支。

9. 交易徵費及佣金
- 9.1. 每一交易合約均須繳交投資者賠償基金徵收費及按照證券及期貨條例徵收之費用。兩者皆由客戶支付。
- 9.2. 若進行之交易合約，須繳交交易所（特別徵費）法例下訂定之特別繳費，由客戶付出。
- 9.3. 若合約在非香港交易所管轄之期交所上進行，客戶須繳交所有有關費用。
- 9.4. 客戶同意繳付佣金、經紀金、徵費及帳戶之利息（如適用）及 / 或所有或任何元大證券(香港)酌情釐定或根據香港法例或期交所規則或其他有關市場之交易所規則所擬定之徵收費用。
10. 規則及法例：
- 10.1. 所有由元大證券(香港)或其代理人進行之交易，必須符合其交易所或市場（及其結算所，如有的話）當時之憲章、規則、規例、慣例、習慣、裁定及釋義，所有根據本契約進行之交易必須符合當時適用之任何有關法例、規則或規例，包括但不受限制於不時修改之證券及期貨條例。
- 10.2. 有關交易合約之交易項目，必須符合期交所之規則、規例及程序。該等規則內之條文所載，因應期交所之要求，元大證券(香港)可在某種情況下揭露客戶之姓名，實質擁有人及其他資料，而客戶亦同意提供該等資料以便元大證券(香港)遵行期交所之有關規則、規例、程序及法規。假若元大證券(香港)未能遵行交易條例第六百零六條（a）或第六百一十三條（a）之披露規定，則期交所行政總裁可要求替客戶平倉或向客戶徵收孖展附加費。
- 10.3. 若客戶欲在香港期交所以外之交易所進行期貨期權生意，則該等交易不受香港期交所條例管轄而受該等市場之交易所的規則及規例所限制。客戶得到之保障，與在香港期交所管轄下大不相同。
- 10.4. 本合約之建立、合法性及其實施辦法均按照香港法律管理，其中所列條文具有持續性，對客戶元大證券(香港)所設帳戶一致適用，對於元大證券(香港)、元大證券(香港)承繼人，及財產轉讓人（不論是由於合併、合營或其他別情而產生之財產轉讓人），與及客戶之繼承人、遺囑執行人、遺產管理人、遺產繼承人、繼承人、私人代表或財產轉讓人亦同樣有效。
- 10.5. 客戶同意任何元大證券(香港)對客戶採取之行動或抑制，將不會視為元大證券(香港)對任何權利之放棄。任何元大證券(香港)給予之同意或棄權只適用於有關之特別事情上，不可被認為任何條款之釋放，或解釋作將來得到元大證券(香港)書面同意之給予，除非元大證券(香港)事先書面說明及簽署。
- 10.6. 在本合約上之任何事項上，時間是重要的。
- 10.7. 在未得到元大證券(香港)的書面同意前，客戶不得轉讓客戶與元大證券(香港)所訂立之合約權益或義務予任何人士。
- 10.8. 客戶須於元大證券(香港)要求時立即提供有關客戶（或如適用，客戶之受益人身份）之財務或其他資料（由元大證券(香港)絕對酌情決定且毋須就此提供任何理由）。

#### 附表四、期權帳戶之附加條款

1. 引言
- 1.1. 本附表對一般條款作出補充，並適用於所有期權帳戶。
- 1.2. 元大證券(香港)乃聯交所期權交易參與者，元大證券(香港)為主要負責客戶有關期權帳戶的事宜。
2. 規則及法例：
- 2.1. 所有聯交所股票期權業務必須符合適用於元大證券(香港)的規則，尤其聯交所期權結算所有權根據規則就合約內容作出調整，元大證券(香港)將就會影響客戶合約的有關調整通知客戶，所有經由元大證券(香港)執行的事項均受聯交所、聯交所期權結算所或香港結算的約束。
- 2.2. 客戶同意與元大證券(香港)建立的客戶合約符合標準合約期權系列的條款，並會根據上述規則建立、行使、交收及履行。
3. 確認
- 3.1. 客戶確認：
  - a. 此期權帳戶乃由客戶本人操作而並非為他人利益操作
  - b. 客戶已就期權帳戶的受益人向元大證券(香港)以書面形式作出披露
  - c. 客戶已就開立綜合期權帳戶之要求及其客戶合約的最終權益擁有人的身份即時通知元大證券(香港)
4. 保證金（孖展）之要求
- 4.1. 客戶同意向元大證券(香港)不時按元大證券(香港)全權決定之要求提供保證金以履行本合約的責任，並且不得少於或可能高於期權交易規則就客戶未平倉合約及交收責任訂明的金額，較高保證金可能會被徵收以反映市場價格。
- 4.2. 如元大證券(香港)接受客戶證券作為保證金，元大證券(香港)在毋需預先通知客戶的情況下，客戶授權並同意元大證券(香港)在固有法例容許的程度下把有關證券送至聯交所期權結算所作為交易所交易期權生意的抵押品。元大證券(香港)並無任何其他權利把客戶所擁有的證券借入或借出予（除非借予客戶本人或獲得客戶指示）他人作任何其他用途。
5. 失責事件
- 5.1. 客戶同意就任何因違反本合約的客戶責任所衍生的損失或支出，包括向客戶收取債務而合理地產生及撤銷期權帳戶的費用向元大證券(香港)，其行政人員（包括董事），僱員及代理人作出補償。
- 5.2. 如客戶並無遵照本合約列明的責任及 / 或義務，包括保證金要求，元大證券(香港)可根據期權交易規則：
  - a. 拒絕接受客戶就交易所交易期權生意發出的指示；
  - b. 將期權帳戶之全部或任何持倉平倉；
  - c. 進行證券、期貨或商品的交易以履行交收責任或對沖元大證券(香港)因客戶的失責而蒙受的損失；或
  - d. 接管帳戶內之任何餘額，以抵銷任何客戶對元大證券(香港)的債務。客戶對元大證券(香港)之一切債務經抵銷後，帳戶內的任何餘額都需支付予客戶。
6. 合約
- 6.1. 就客戶發出的指示而言，客戶須於元大證券(香港)通知的指定的時間內支付期權金、佣金、其他費用及已通知客戶的有關聯交所徵費。元大證券(香港)可能會從客戶的期權帳戶或任何以客戶姓名於元大證券(香港)開立的帳戶扣除有關期權金、佣金、收費及徵費。
- 6.2. 元大證券(香港)可隨時向客戶訂立未平倉合約數目或交收責任的上限。
- 6.3. 客戶確認知道：
  - a. 元大證券(香港)可能會被要求將客戶期權合約平倉以符合聯交所訂明的持倉上限
  - b. 如元大證券(香港)未能履行責任，按聯交所的失責處理程序可能會導致客戶合約被平倉或客戶合約被轉至另一期權交易所參與者。
- 6.4. 元大證券(香港)可同意就客戶的指示將元大證券(香港)與客戶訂立的合約，根據期權交易規則被客戶與另一期權交易所參與者訂立的合約取代。



- 6.5. 就行使客戶合約或客戶合約被行使而言，客戶需應元大證券(香港)的通知及根據標準合約所訂明履行其交收責任。
- 6.6. 客戶確認知道雖然所有期權合約交易乃經聯交所執行，元大證券(香港)乃會作為當事人與客戶訂立客戶合約。
- 6.7. 客戶確認知道，期權系統僅會在到期日當天為現貨合約內每一個根據當時聯交所期權結算所訂下的價內百分率或以上之未平倉倉倉持倉自動啟動行使要求。客戶可根據聯交所期權結算所結算運作程序於到期日的系統截止時間前向元大證券(香港)發出撤回「自動啟動行使要求」。
7. 一般條款
- 7.1. 客戶提出請求後，元大證券(香港)應向客戶提供產品細則。
- 7.2. 如元大證券(香港)未能根據本合約履行對客戶就期權帳戶的責任，客戶有權向根據證券及期貨條例成立的投資者賠償基金並遵照其不時修訂之條例索取賠償。
- 7.3. 除非元大證券(香港)對客戶另作通知，否則元大證券(香港)有權保留任何信託帳戶或客戶在元大證券(香港)就期權帳戶維持之任何帳戶內累積之所有利息，任何利息的息率及細則將由元大證券(香港)不時決定。

## 丁部 各帳戶之風險披露聲明

### 附表一、證券交易的風險

1. 證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。
2. 任何關於以往業績的陳述，未必能夠作為日後業績的指引或參考。
3. 倘若投資涉及外幣，匯率的波動或會導致投資的價值作出上下波動。
4. 在新興市場投資，閣下需要對每項投資以及風險（包括但不限於主權風險、價格風險、流動性風險、法律和稅務風險）作出謹慎和獨立的分析。而且閣下亦需注意，雖然這些投資可以產生很高的回報，它們亦同時存在高風險，因為市場是不可估計，而且市場未必有足夠的規條和措施去保障投資者。
5. 元大證券(香港)有權按閣下的交易指示行動。若閣下的交易指示因任何原因乃不合時宜或不應該進行或該等交易指示很可能會帶給閣下損失，閣下不可假設元大證券(香港)會向閣下提出警告。
6. 在閣下進行任何投資前，閣下應索取有關所有備金、開支和其他閣下須繳付的費用的明確說明。這些費用會影響閣下的純利潤（如有的話）或增加閣下的損失。

### 附表二、保證金買賣的風險

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於元大證券(香港)作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如「止蝕」或「限價」指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經其同意下被出售。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

### 附表三、提供將你的證券抵押品等再質押的授權書的風險

向元大證券(香港)提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

假如你的證券或抵押品是由元大證券(香港)在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情况下方有效。此外，除非你是專業投資者，你的授權書必須指明有效期，該段有效期不得超過 12 個月。若你是專業投資者，則有關限制並不適用。此外，假如元大證券(香港)在有關授權的期限屆滿前最少 14 日向你發出有關授權之續期將被視為已續期的提示，而你對於在有關授權的期限屆滿前不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

現時並無任何法例規定你必須簽署這些授權書。然而，元大證券(香港)可能需要此授權書，例如以便向你提供保證金貸款或獲准將你的證券或抵押品借出予第三方或作為抵押品存放於第三方。元大證券(香港)應向你解釋將為何種目的而使用此授權。倘你簽署授權書，而你的證券或抵押品已借出予或存放予第三方，該等第三方將對你的證券或抵押品具有留置權或作出押記。雖然元大證券(香港)根據你的授權書而借出或存放屬於你的證券或抵押品須對你負責，但若元大證券(香港)有違責行為可能會導致你損失證券或抵押品。

元大證券(香港)提供不涉及證券借貸的證券現金帳戶。假如你毋需使用保證金貸款，或不希望本身證券或抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等證券現金帳戶。

### 附表四、買賣創業板股份的風險

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

現時有關創業板股份的資料只可以在聯交所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明之處，應尋求獨立的專業意見。

### 附表五、在香港聯合交易所有限公司買賣納斯達克 – 美國證券交易所證券的風險

按照納斯達克 – 美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在進行任何上述交易之前，應先諮詢元大證券(香港)的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

### 附表六、期貨及期權買賣的風險

本聲明並不涵蓋買賣期貨及期權的所有風險及其他重要事宜。就風險而言，你在進行任何上述交易前，應先瞭解將訂立的合約的性質（及有關的合約關係）和你就此須承擔的風險程度。期貨及期權買賣對很多公眾投資者都並不適合，你應就本身的投資經驗、投資目的、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

1. 期貨及期權交易的風險
- 1.1. 買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

## 期貨

### 2. 「槓桿」效應

2.1. 期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對你投入或將需要投入的資金造成大比例的影響。所以，對你來說，這種槓桿作用可說是利弊參半。因此你可能會損失全部開倉保證金及為維持本身的倉盤而向元大證券(香港)存入的額外金額。若果市況不利你所持倉盤或保證金水平提高，你會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外的資金，你可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由你承擔。

### 3. 減低風險交易指示或投資策略

3.1. 即使你採用某些旨在預設虧損限額的交易指示（如「止蝕」或「止蝕限價」指示），也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

## 期權

### 4. 不同風險程度

4.1. 期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。

#### 對期權持有人的警告

- 某些期權只能於屆滿日期行使（歐式行使），而其他期權可於屆滿日期之前隨時行使（美式行使）。你瞭解，在某些期權行使之後，需要交付及收取相關之證券，而其他期權將需要現金付款。
- 期權是遞耗資產，而你作為期權持有人，可能會損失期權所付出全部期權金。你確認，作為期權持有人，必須行使有關期權或在市場上將期權長倉平倉，方可變現利潤。在若干情況下，由於市場流通量不足，可能難以進行期權交易。你確認，如沒有你的指示，元大證券(香港)並無責任行使有價期權，亦無責任將期權的屆滿日期事先通知本人 / 吾等。

#### 對期權持有人的警告

- 作為期權之賣方，你可能隨時被要求繳付額外保證金。你確認，作為期權賣方（與期權持有人有所不同），你可能須根據相關證券的價格升跌情況而須承擔無限損失，而你之得益僅限於期權金。
  - 此外，美式認購（認沽）期權之賣方，可能於屆滿之前隨時需交付（或繳付）相關證券，以至行使價乘以相關證券數目所得之全額款項，而你知悉此項責任與賣出期權之時所收到之期權金數值完全不成比例，亦可能須於短時間通知後履行有關責任。你應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。
- 4.2. 購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨合約的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任（參閱上文「期貨」一節）。如所購入的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你可以從這類期權獲利的機會極微。
- 4.3. 出售（「沽出」或「賣出」）期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨合約的期權，則期權賣方將獲得期貨合約倉盤及附帶的保證金責任（參閱上文「期貨」一節）。若期權賣方持有相應數量的相關資產或期貨合約或其他期權作「備兌」，則所承受的風險或會減少。假如有關期權並無任何「備兌」安排，虧損風險可以是無限大。
- 4.4. 某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

## 期貨及期權的其他常見風險

### 5. 合約的條款及細則

5.1. 你應向元大證券(香港)查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任（例如在什麼情況下你或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制）。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則（包括期權行使價），以反映合約的相關資產的變化。

### 6. 暫停或限制交易及價格關係

6.1. 市場情況（例如市場流通量不足）及 / 或某些市場規則的施行（例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易），都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉 / 抵銷倉盤。如果你賣出期權後遇到這種情況，你須承受的虧損風險可能會增加。

6.2. 此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂「公平價格」。

### 7. 存放的現金及財產

7.1. 如果你為在本地或海外進行的交易存放款項或其他財產，你應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於你的財產將會如現金般按比例分配予你。

### 8. 佣金及其他收費

8.1. 在開始交易之前，你先要清楚瞭解你必須繳付的所有佣金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤（如有）或增加你的虧損。

### 9. 在其他司法管轄區進行交易

9.1. 在其他司法管轄區的市場（包括與本地市場有正式連繫的市場）進行交易，會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使你已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，你應先向元大證券(香港)查詢你本地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

### 10. 貨幣風險

10.1. 以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在你本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

11. 交易設施
- 11.1. 電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及 / 或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，你應向為元大證券(香港)查詢這方面的詳情。
12. 電子交易
- 12.1. 透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的交易指示不能根據指示執行，甚或完全不獲執行。
13. 場外交易
- 13.1. 在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。元大證券(香港)可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，你在進行該等交易前，應先瞭解適用的規則和有相關的風險。
14. 保證金、額外保證金或偏差調整額
- 14.1. 你同意按元大證券(香港)不時酌情訂定之條款，向元大證券(香港)提供保證金以及擔保和抵押，而保證金、擔保及抵押之形式和數額概由元大證券(香港)不時訂定。元大證券(香港)所定之保證金規定，可超越任何交易所或結算所及經紀行所訂明之保證金規定。元大證券(香港)可隨時酌情更改保證金規定而毋須事先通知客戶。如元大證券(香港)認為需要增加保證金，客戶同意立即應元大證券(香港)之要求將額外之保證金存放於元大證券(香港)。
- 14.2. 就所有由元大證券(香港)代表客戶訂立之期貨合約或期權合約而言，如元大證券(香港)提出要求，客戶須向元大證券(香港)提供其酌情要求提供之保證金、額外保證金或偏差調整額。  
這類由元大證券(香港)提出之有關保證金、額外保證金或偏差調整額之要求，可超越期交所或結算公司所訂明之保證金規定或偏差調整額，並可由元大證券(香港)隨時更改而毋須事先通知客戶。倘若客戶連續兩次未有就任何未平倉合約迎合本段所訂之有關保證金、額外保證金或偏差調整額之要求，元大證券(香港)必須將該等未平倉合約之詳情向結算公司報告，而元大證券(香港)可將客戶並未迎合全部有關保證金、額外保證金或偏差調整額之要求之未平倉合約清結。

#### 附表七、提供代存郵件或將郵件轉交第三方的授權書的風險

假如你向元大證券(香港)提供授權書，允許元大證券(香港)代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

#### 附表八、香港以外地方收取或持有的客戶資產的風險

元大證券(香港)在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

#### 附表九、交易所買賣的衍生產品之風險披露聲明

本風險披露聲明並非就作出交易或交易本身的全部風險及其它重要方面進行披露或討論。交易所買賣的衍生產品涉及高風險，未必適合所有投資者。在買賣任何交易所買賣的衍生產品前，閣下應基於個人之條件及財力來考慮該項交易是否適當。閣下亦應先充分了解該產品及有關該產品的條款及條件，並如有需要諮詢閣下的經紀或其他專業投資顧問的意見。此外，關於該產品交易利弊、適當性、擔保或正式文件等，元大證券(香港)有限公司並無代表閣下做出任何判斷之義務。

1. 衍生權證
 

衍生權證投資者有權在指定期間以預定價格「購入」或「出售」相關資產。到期時，衍生權證一般以現金作交收，而不涉及相關資產的實貨買賣。

衍生權證的相關資產種類繁多，計有股票、股票指數、貨幣、商品或一籃子的證券等等。它們一般分作兩類：認購權證及認沽權證。認購權證的持有人有權(但沒有責任)在某段期間以預定價格(稱為「行使價」)向發行商購入特定數量的相關資產。相反，認沽權證的持有人有權(但沒有責任)在某段期間以預定價格向發行商沽售特定數量的相關資產。
- 1.1. 買賣衍生權證涉及的風險
  - (a) 發行商風險
 

衍生權證的持有人等同衍生權證發行商的無擔保債權人，對發行商的資產並無任何優先索償權；因此，衍生權證的投資者須承擔發行商的信貸風險。
  - (b) 槓桿風險
 

儘管衍生權證價格遠低於相關資產價格，但衍生權證價格升跌的幅度亦遠較正股為大。在最差的情況下，衍生權證價格可跌至零，投資者會損失最初投入的全部資金。
  - (c) 具有效期
 

與股票不同，衍生權證有到期日，並非長期有效。衍生權證到期時若非價內權證，則完全沒有價值。
  - (d) 時間遞耗
 

衍生權證價格會隨時間而遞減，投資者絕對不宜視衍生權證為長線投資工具。
  - (e) 波幅
 

相關資產的波幅增加會令衍生權證價格上升；相反，波幅減少會令衍生權證價格下降。
  - (f) 市場力量
 

除了決定衍生權證理論價格的基本因素外，所有其他市場因素(包括權證本身在市場上的供求)也會影響衍生權證的價格。就市場供求而言，當衍生權證在市場上快將售罄又或發行商增發衍生權證時，供求的影響尤其大。
  - (g) 成交量
 

個別衍生權證的成交量高，也不等同其價格會上升。如上所述，除了市場力量外，衍生權證的價值還受很多其他因素影響，例如相關資產價格及波幅、剩餘到期時間、利率、預期股息等等。
2. 牛熊證
 

牛熊證類屬結構性產品，能追蹤相關資產的表現而毋須支付購入實際資產的全數金額。牛熊證有牛證和熊證之分，設有固定到期日，投資者可以看好或看淡相關資產而選擇買入牛證或熊證。

牛熊證在發行時有附帶條件：在牛熊證有效期內，如相關資產價格觸及上市文件內指定的水平（稱為「收回價」），發行商會即時收回有關牛熊證。若相關資產價格是在牛熊證到期前觸及收回價，牛熊證將提早到期並即時終止買賣。在上市文件原定的到期日即不再有效。牛熊證分有兩類：N 類和 R 類。N 類牛熊證指收回價等同行使價的牛熊證。一旦相關資產的價格觸及或超越收回價，牛熊證持有人將不會收到任何現金款項。R 類牛熊證指收回價有別於行使價的牛熊證。若出現強制收回事件，牛熊證持有人可收回少量現金款項（稱為「剩餘價值」）。但在最壞情況下，可能沒有剩餘價值。

#### 2.1. 買賣牛熊證涉及的風險

##### (a) 強制收回

如牛熊證的相關資產價格觸及收回價，牛熊證會即時由發行商收回，買賣亦會終止。N 類牛熊證將不會有任何剩餘價值。若是 R 類牛熊證，持有人或可收回少量剩餘價值，但在最壞的情況下亦可能沒有剩餘價值。當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣，因此投資者不會因價格反彈而獲利。

##### (b) 槓桿作用

由於牛熊證是槓桿產品，牛熊證價格在比例上的變幅會較相關資產為高。若相關資產價格的走向與投資者原先預期的相反，投資者可能要承受比例上更大的損失。

##### (c) 限定的有效期

牛熊證有一固定有效期，並於指定日期到期。若在到期前遭提早收回，牛熊證的有效期將變得更短。期間牛熊證的價值會隨相關資產價格的變動而波動，於到期後或遭提早收回後更可能會變得沒有價值。

##### (d) 相關資產的走勢

牛熊證的價格變動雖然趨向緊貼相關資產的價格變動，但在某些情況下未必與相關資產價格的變動同步。牛熊證的價格受多個因素所影響，包括其本身的供求、財務費用及距離到期的時限。此外，個別牛熊證的對沖值亦不會經常接近一，特別是當相關資產的價格接近收回價時。

##### (e) 流通量

雖然牛熊證設有流通量提供者，但不能保證投資者可以隨時以其目標價買入 / 沽出牛熊證。

##### (f) 財務費用

牛熊證之發行價已包括財務費用，發行商會將其財務費用的計算程式列入牛熊證的上市文件。因此個別發行之牛熊證的財務費用將有所不同，因其包括發行商之財務成本或扣除預期普通股之股息後的股票借入成本加上發行商的邊際利潤率，投資者應注意比較不同發行商發行之類似相關資產及條件之牛熊證的財務費用。當牛熊證被收回，牛熊證持有人（投資者）將損失整個期間的財務費用，因發行時已把整個年期的財務費用計算在發行價內，其實際財務費用期間結果已變短。

##### (g) 接近收回價時的交易

相關資產價格接近收回價時，牛熊證的價格可能會變得更加波動，買賣差價可能會較闊，流通量亦可能較低。牛熊證隨時會被收回而交易終止。

##### (h) 海外資產發行的牛熊證

以海外資產發行的牛熊證，其價格及結算價均由外幣兌換港元計算，投資者買賣這類牛熊證需承擔有關的外匯風險。外匯價格由市場供求釐定，其中牽涉的因素頗多。除此以外，若屬海外資產發行的牛熊證，強制收回事件可能會於香港交易所交易時段以外的時間發生。

#### 3. 股票掛鉤票據

股票掛鉤票據是一項結構性產品，可根據主板《上市規則》第十五章 A 章在交易所上市。這種產品的對象是一些想賺取較一般定期存款為高的息率，亦願意接受最終可能只收取股票或蝕掉部分或全部本金風險的散戶或機構投資者。

購入股票掛鉤票據時，投資者已等同間接沽出正股的期權。要是正股價格變動正如投資者所料，投資者便可賺取主要來自沽出期權所得期權金的預定回報。如變動與投資者的看法背道而馳，則可能要蝕掉部份甚至全部本金，又或只收到價值比投資額為少的正股。

股票掛鉤票據的交易貨幣為港幣；碎股是以現金結算；交易以無紙形式進行買賣。投資者須注意股票掛鉤票據是不可沽空的。在香港交易所證券市場上市買賣的股票掛鉤票據分「看漲」、「看跌」及「勒束式」三種，投資者可按本身對正股價格走勢的看法而選擇。香港交易所日後或會提供其他種類的股票掛鉤票據供投資者買賣。

#### 3.1. 買賣股票掛鉤票據涉及的風險

##### (a) 承受股本市場風險

投資者需承受正股及股票市場價格波動的風險、派息及公司行動之影響及對手風險，並要有心理準備在票據到期時可能會收到股票或只收到比投資額為少的款項。

##### (b) 賠本可能

如正股價格變動與投資者事前看法背馳，即可能要蝕掉部分甚至全部本金。

##### (c) 價格調整

投資者應注意，正股因派息而出現的除息定價或會影響正股的價格，以致連帶影響股票掛鉤票據到期的償付情況。投資者亦應注意，發行人可能會由於正股的公司行動而對票據作出調整。

##### (d) 利息

股票掛鉤票據的孳息大都較傳統債券及定期存款提供的利息為高，但投資回報只限於票據可得的孳息。

##### (e) 準孳息計算

投資者應向經紀查詢買賣股票掛鉤票據以及票據到期時因收到款項或正股而涉及的費用。香港交易所發佈的準孳息數字並無將這些費用計算在內。

#### 4. 有衍生特性的交易所買賣基金

交易所買賣基金（Exchange Traded Funds 或 ETF，內地稱為「交易所交易基金」）是被動型管理開放式基金。所有在香港交易所上市的 ETF 均為證監會認可的集體投資計劃。ETF 投資緊貼相關基準（例如指數及商品如黃金）的表現，讓投資者可投資於不同類型的市場而又符合成本效益。

ETF 可大致分為兩類：實物資產 ETF（即傳統型 ETF）及合成 ETF。這些實物資產 ETF 很多皆完全按照相關基準的同一組成及比重，直接買進複製相關基準所需的全部資產（譬如股票指數的成分股）。有些追蹤股票指數的實物資產 ETF 或也部分投資於期貨及期權合約。而合成 ETF 不買相關基準的成分資產，一般都是透過金融衍生工具去「複製」相關基準的表現。

#### 4.1. 買賣交易所基金涉及的風險

##### (a) 市場風險

交易所買賣基金主要為追蹤某些指數、行業 / 領域又或資產組別 ( 如股票、債券或商品 ) 的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。投資者必須要有因為相關指數 / 資產的波動而蒙受損失的準備。

##### (b) 追蹤誤差

這是指交易所買賣基金的表現與相關指數 / 資產的表現脫節，原因可以來自交易所買賣基金的交易費及其他費用、相關指數 / 資產改變組合、交易所買賣基金經理的複製策略等等因素。

##### (c) 以折讓或溢價交易

交易所買賣基金的價格可能會高於或低於其資產淨值，當中主要是供求因素的問題，在市場大幅波動兼變化不定期間尤其多見，專門追蹤一些對直接投資設限的市場 / 行業的交易所買賣基金亦可能有此情況。

##### (d) 外匯風險

若投資者所買賣結構性產品的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響結構性產品的價格。

##### (e) 通量風險

證券莊家是負責提供流通量、方便買賣交易所買賣基金的交易所參與者。儘管交易所買賣基金多有一個或以上的證券莊家，但若有證券莊家失責或停止履行職責，投資者或就不能進行買賣。

##### (f) 交易所買賣基金的不同複製策略涉及對手風險

採用綜合複製策略的交易所買賣基金，主要透過掉期或其他衍生工具去追蹤基準的表現，它們需承受源自掉期交易商或衍生工具發行商的交易對手風險。若掉期交易商或發行商失責或不能履行其合約承諾，基金或要蒙受損失。

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

#### 5. 可換股債券

可換股債券同時具有債券及股本證券的特性。可換股債券持有人有權在指定的轉換期內或在指定的轉換日，按預先訂立的條款換取或購買發債公司的股份。

可換股債券既有債券的特性，例如票面息率及指定歸還本金日期，同時亦提供資本增值機會 - 持有人有權在指定時間內按指定條款將債券換成普通股份。由於有換股的權利，可換股債券的票息通常稍低於公司債券。

#### 5.1. 買賣可換股債券涉及的風險

##### (a) 發行商風險

發行商未能如期繳付利息或本金予債券持有人。

##### (b) 利率風險

定息債券的價格會隨著市場利率升降而變動 - 債券價格的走勢與市場息率背道而馳，此升彼跌；一般而言，市場息口變動對愈遲到期的債券價格影響愈大。

##### (c) 流通量風險

某些債券可能在二手交易市場欠缺流通性，投資者可能較難買入投資或賣出套現，而需持有債券至到期日。

##### (d) 外匯風險

如債券是以外幣為單位，債券將面對 率波動的風險。

##### (e) 股票風險

如債券被轉換為發債公司的股份，債券持有人將面對有關正股所帶來的股票風險。

#### 附表十、在其他司法管轄區的市場進行交易的風險

在其他司法管轄區的市場 ( 包括與本地市場有正式連繫的市場 ) 進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使你已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，你應先向元大證券(香港)查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

#### 附表十一、與場外衍生工具交易有關的一般風險

正如其他金融交易一樣，場外衍生工具交易涉及一系列重大風險。與特定場外衍生工具交易相關的具體風險必然取決於交易條件及閣下所處情況。不過整體而言，所有的場外衍生工具交易都或多或少涉及市場風險、信貸風險、融資風險以及操作風險。

(a) 市場風險是指由於一個或多個市場價格、利率或指數或者其他市場因素之波動或其等間的關聯性關係，或者由於相關交易市場或關聯市場流通性不足，從而導致相關交易價值受到不利影響的風險。

(b) 信貸風險是指相關交易對手無法按時向閣下履行責任的風險。

(c) 融資風險是指在場外衍生工具交易或相關對沖、貿易、抵押或者其他交易當中，由於閣下的交易對手的資金流動時機出現錯配或延誤，從而導致閣下或者閣下的交易對手沒有足夠的現金履行責任的風險。

(d) 操作風險是指由於閣下用作監控及量度與場外衍生工具交易相關風險及合約責任、用作記錄及評估場外衍生工具及相關交易，或者用作監察人為錯誤、系統故障或管理不善的內部系統及控制措施存在缺陷或者出現故障，從而導致閣下蒙受損失的風險。

因應相關交易條款，閣下可能仍需考慮其他重大風險。其中，高度地按客戶意思而訂立的場外衍生工具交易可能會增加流通風險並帶來其他較為複雜的重大風險因素。就高槓桿交易而言，其指定或相關市場因素若有輕微波幅，則可能會導致相關高槓桿效應之交易出現重大的價值損益。由於閣下訂立或終止場外衍生工具交易的價格及其他條件是個別議定，其等可能不是閣下可於其他途徑可獲得之最佳價格或條件。在評估個別場外衍生工具交易有關的風險及其合約責任時，閣下亦須考慮到，該場外衍生工具交易可能須得到原先合約雙方一致同意之後方可能修訂或終止，同時該場外衍生工具交易亦必須受到相關合約條款之約束。因此，閣下在預定終止日期之前可能無法修改、終止或抵銷閣下就相關交易所承擔之責任或者所面對之風險。

同樣地，雖然市場作價者及交易商一般會提供訂立或終止場外衍生工具的價格或條件，以及會就未完成的場外衍生工具交易提供指示性或中期市場報價，但一般來說，他們並沒有合約性責任約束其等必須提供上述價格、條件或報價。此外，如果某一市場作價者或交易商並非相關交易對手，就可能無法向其取得場外衍生工具交易的指示性或中期市場報價。因此，閣下可能難以確立未完成場外衍生工具交易的獨立價值。閣下不應將交易對手因應閣下要求而提供的估價或指示性價格視為以該價格訂立或相關交易之要約，除非有關價值或價格經已由交易對手確認並承認其具有約束力。

以上所述並非旨在披露與場外衍生工具交易有關的所有風險及其他考慮因素。閣下不應將此一般披露聲明視為商業、法律、稅務或會計建議或者視為對相關法例之修訂。閣下應當就擬定進行的場外衍生工具交易自行諮詢閣下的商業、法律、稅務或會計顧問之意見；除非閣下經已完全明白相關交易的條件及風險，包括閣下可能蒙受損失之風險水平，否則閣下不應參與任何場外衍生工具交易。

## 附表十二、人民幣產品風險

以下的風險披露聲明不能披露所有與投資人民幣產品有關的風險和資料。例如，按照人民幣產品有關章程的規定限制，銷售限制可能適用於特定投資者。在閣下決定投資前，必須細閱相關的招股章程，通告或任何其他與人民幣產品有關的文件，並仔細考慮文中所載的所有其他風險因素。

### 1. 外匯風險及每日兌換限制等

現時人民幣不可自由兌換及可能在任何特定時間在中國大陸以外只有有限的人民幣供應。以人民幣計值的證券存有兌換風險，並且就兌換金額可能有每日或其他限制。如在香港買賣人民幣，閣下可能需要容許足夠時間以避免超過該等限制。此外，以人民幣計值的證券帶有流動性風險，特別是如果該等證券沒有交投暢旺的第二市場及他們的價格有大額買賣差價。

投資於以人民幣計值的證券須承受匯率風險。人民幣對任何其他外幣的匯價會波動並且受到中國大陸及國際政治及經濟狀況及多個其他因素影響。與其他貨幣相比人民幣結算金額的價值將因應現行市場匯率而變更。

就人民幣產品但並非以人民幣計值或帶有並非以人民幣計值的相關投資而言，該等產品因作投資及出售投資而須承受多重貨幣兌換成本，還須承受為履行贖回要求及其他資本規定（例如結算營運開支）而賣出資產時出現的人民幣匯率波動及買賣差價。

### 2. 利率風險

就屬於人民幣債務工具或可能投資於人民幣債務工具的人民幣產品而言，閣下應注意該等工具可能容易受利率波動的影響而導致人民幣產品之回報及表現受到不利影響。

### 3. 有限提供以人民幣計值的相關投資

對於沒有直接進入中國內地投資的人民幣產品，它們可以選擇在中國內地以外以人民幣計值的相關投資是有限的。此等局限可能對人民幣產品的回報及表現造成不利影響。

### 4. 無保證的預期回報

如果人民幣投資產品附有闡釋性質的聲明說明回報而該回報（部份）並無保證，閣下應特別注意有關無保證回報（或回報之部份，視屬何情況而定）的任何披露及該等說明所依據的假設，例如包括任何未來花紅或股息分派。

### 5. 對投資產品的長期承擔

對於一些涉及長期投資的人民幣產品，若閣下在到期日前或於禁售期間（如適用）贖回閣下的投資，如收益遠低於閣下所投資的數額，閣下可能蒙受重大本金損失，若閣下在到期日前或於禁售期間贖回閣下的投資，閣下亦可能要承受提前贖回之費用收費及損失回報（如適用）。

### 6. 交易對手的信貸風險

閣下應特別注意人民幣產品中涉及的交易對手之信貸風險。在人民幣產品可能投資於不受任何抵押品支持的人民幣債務工具的範圍內，該等產品須全面承受相關交易對手之信貸風險。當人民幣產品投資於衍生工具時，亦可能出現交易對手風險，因為衍生工具發行人違責行為可能導致人民幣產品之表現受到不利影響而引致重大損失。

### 7. 流動性風險

人民幣產品在清算相關投資時能蒙受重大損失，尤其是若該些投資沒有一個活躍的第二市場，且其價格有重大的買賣差價。

### 8. 贖回時並非收取人民幣的可能性

就人民幣產品中有相當部份為以非人民幣計值的相關投資而言，閣下應注意贖回時並非全數收取人民幣的可能性。當人民幣的外匯管制及限制導致發行人不能及時取得足夠的人民幣款額，這種情況便可能出現。

## 附表十三、互聯網的風險

由於元大證券(香港)無法控制互聯網的訊號、接收或線路，以及你的設備配置或連接的可靠性，因此不會對因透過互聯網進行的網上交易中出現的通訊故障、失實或延誤負責。外匯交易牽涉相當大的風險，並非適合每一個人。不論網上交易如何方便和快捷，並不會減少外匯交易所涉及的風險。你需理解外匯交易價格在不同機構和不同時刻都可能發生變化，結果可能包括但不限於因資訊傳遞的延遲導致，甚至不可能在已公佈的價格完成交易。因此你同意接受元大證券(香港)不時向其提供的價格是當時最好的價格。

元大證券(香港)應採取所有合理及實際可行的措施，以保障經互聯網傳送資料及彼此通訊之安全性。然而，閣下承認由於互聯網的開放特性，吾等無法給予安全的保證並且任何在網上之交易會因互聯網之交通或不正確之數據傳送而受干擾，傳輸抵制及延遲傳輸影響，對於使用此類傳送及通訊方式之風險須由閣下承擔。閣下進一步承認經互聯網傳送訊息，指示及通訊會有時間上的阻延。

## 戊部 有關香港個人資料（私隱）條例（「私隱條例」）之附註

1. 客戶須不時就開設或維持交易帳戶、開設或維持信貸安排或者與證券經紀、股票托管和投資諮詢服務向元大證券(香港)有限公司提供有關的資料。資料將由元大證券(香港)根據有關法律、規例、守則和規範的要求收集的。
2. 如客戶未能提供有關資料，可能導致元大證券(香港)將無法為客戶開設或維持帳戶，或開設或維持信貸安排，或提供上文第 1 款所述的服務或產品。
3. 資料亦會因應要維持正常業務聯繫的需要而向你收集。
4. 除非明確列明，否則元大證券(香港)將不會從曲奇檔案（即儲存於個人電腦內而載有可以由本網站重取資料之小件資料）或其他方面搜集任何可認定本網站使用者身份之個人資料。
5. 與客戶有關的資料主要有如下用途：
  - a. 為客戶提供有關證券日常運作服務和信貸服務；
  - b. 進行信貸檢查；
  - c. 協助其他財務機構進行信貸檢查；
  - d. 確保客戶有可靠的信貸償還能力；
  - e. 根據客戶的需要設計有關的財務或相關產品；
  - f. 向客戶推廣財務服務和相關產品；
  - g. 確定客戶尚未繳付或尚欠之款項；
  - h. 向客戶收取尚未清還及作為抵押的款項；
  - i. 為遵守對元大證券(香港)具有約束力的有關法律、規例、規則和規範的要求，而披露的資料；

- j. 為遵守任何法院命令，法律，法規，規章，規範守則，指引或請求，包括但不限於向監管機構，政府機構，稅務機關或行業公認的機構，如交易所，財政和貨幣機構，證券及銀行機構以及信貸資料服務機構，披露閣下的資料，上述情況包括香港境內或境外；
- k. 為遵守任何於本地或外國監管機構或稅務機關中大證券(香港)或元大集團已經或有可能在未來承擔的義務，要求或安排，不論是基於法律所規定的或為保護我們在該等或與之相關的司法管轄區之金融，商業營運或其他合法權益而承擔的，包括但不限於遵守元大證券(香港)或元大集團因應美國海外帳戶納稅法案 (“FATCA”) 的安排而承擔的義務；
- l. 為確定閣下是否是一名美國公民，美國聯邦所得稅所指的美國居民，或需以其他方式支付美國稅收，和 / 或根據 FATCA 的定義去確定閣下的帳戶是否美國帳戶；及
- m. 其他與任何上述有附屬或附帶關係的用途。
6. 元大證券(香港)將把你的資料保密但亦可就第 5 款所述的用途向下列各方披露客戶的有關資料：
- 任何向元大證券(香港)或元大證券(香港)之控股集團之任何成員公司、其附屬公司、其控股公司及該控股公司之附屬公司及相聯公司(以下簡稱「元大集團」)提供其業務運作有關的行政、電訊、電腦、法律、會計、付款或股票交收或其他服務的任何代理人、合約商或者第三者；
  - 任何元大集團成員
  - 在根據對元大證券(香港)或元大集團具約束力的法律，法規，規章，規範守則，指引或自願安排，包括但不限於任何適用的監管機構，政府機構或行業認可的機構如交易所，財政和貨幣機構，證券及銀行機構以及信貸資料服務機構(包括香港境內或境外)；及其他方面的法律要求下，包括但不限於，任何司法管轄區的稅務機構(包括但不限於美國國稅局)，因為上述用途(包括但不限於履行 FATCA)，或有理由相信你可能就稅務目的而為一地之居民，公民或須負上稅務責任，履行元大證券(香港)或元大集團對任何人士的披露責任；
  - 任何對元大證券(香港)有保密責任之人士；
  - 客戶已有或擬與之進行交易之任何金融機構；
  - 任何元大證券(香港)的實際或可能承讓人，或元大證券(香港)就你而擁有之權益的參與人或次參與人或轉讓人；
  - 元大證券(香港)或元大集團因應法律或有關監管機構要求必須向其作出披露的有關人士；
  - 經客戶直接或間接同意的任何人士；
  - 元大證券(香港)或元大集團因本身利益需要而必須對其作出披露的任何人士；及
  - 因公眾利益而需要對其作出披露的任何人士。
7. 使用資料做直接促銷：
- 元大證券(香港)擬使用客戶的資料作直接促銷，為此元大證券(香港)須取得客戶的同意(包括表示不反對)。2012 年《個人資料(私隱)(修訂)條例》第 VIA 部引入關於取得客戶同意的具體要求(包括表示不反對)。就此，請客戶注意：
- 元大證券(香港)不時持有的客戶的姓名、聯絡詳情、產品及服務投資組合信息、交易模式及行為、財務背景及統計數據可由元大證券(香港)用於直接促銷；
  - 可用作促銷下列類別的服務、產品及標的：
    - 證券、期貨、外匯、基金 / 單位信託、債券、衍生產品、保險、強積金、商品、投資、資產管理、投資移民及相關服務和產品；
    - 有關上文第 (b) (i) 款所述促銷標的類別的獎賞、年資獎勵或優惠計劃；
    - 有關上文第 (b) (ii) 款所述促銷標的類別的獎賞、年資獎勵或優惠計劃；
    - 由元大集團的聯營夥伴提供有關上文第 (b) (i) 款所述促銷標的類別的服務和產品(有關服務和產品(視屬何情況而定))的申請表格上會提供該等聯營夥伴的名稱；及
    - 為慈善及 / 或非牟利目的而作出之捐款及資助；
  - 上述服務、產品及標的可由元大證券(香港)及 / 或下述人士提供或(如涉及捐款及資助)募捐：
    - 元大集團之任何成員公司；
    - 第三方金融機構、承保人、證券、商品及投資服務供應商；
    - 第三方獎賞、年資獎勵、聯營或優惠計劃提供者；
    - 元大集團之聯營夥伴(有關服務和產品(視屬何情況而定))的申請表格上會提供該等聯營夥伴的名稱)；及
    - 慈善或非牟利組織；
  - 除了自行推廣上述服務、產品及標的外，元大證券(香港)亦擬將上文第 (a) 款所述資料提供予上文第 (c) 款所述的全部或其中任何人士，以供該等人士在促銷該等服務、產品及標的時使用元大證券(香港)可能就此獲發或不獲發酬金，而元大證券(香港)須就此用途取得客戶的書面同意(包括表示不反對)。
  - 如客戶不希望元大證券(香港)如上文第 7(a) 至 (d) 款使用客戶的資料或將客戶的資料提供予其他人士作直接促銷用途，客戶可向元大證券(香港)發出書面通知(郵寄至香港金鐘夏慤道 18 號海富中心 1 座 23 樓)，行使客戶的選擇權拒絕促銷。
8. 在履行本身的業務活動過程中，元大證券(香港)可能在法律允許的範圍內，把你所提供的或元大證券(香港)其後為此目的或其他目的所獲得的私人資料與香港及海外的政府機構、其他監管機構、公司、公共機構或個人所持的資料進行校對、比較、轉換和交換該等資料的可靠性。
9. 在符合私隱條例之條款之下，任何個別人士：
- 有權查詢元大證券(香港)是否持有他 / 她的資料並有權取得該等資料；
  - 有權要求元大證券(香港)更改有關他 / 她的錯誤資料；及
  - 有權查詢元大證券(香港)擁有該些資料的政策和應用範圍，並可了解元大證券(香港)所持有的私人資料的種類。
10. 在符合私隱條例之條款的情況下，元大證券(香港)有權對資料查詢人士收取合理費用。
11. 任何人士如欲查詢或更正資料或查詢有關政策和應用範圍以及私人資料的種類等資料，請如下致予函詢：
- 負責人員  
元大證券(香港)有限公司  
香港金鐘夏慤道 18 號海富中心 1 座 23 樓



## 己部 免責聲明

### 1. 香港交易所免責聲明

香港交易所資訊服務有限公司、其控股公司及 / 或該等控股公司的任何附屬公司均竭力確保所提供資訊的準確和可靠度，但不能保證其絕對準確和可靠，且亦不會承擔因任何不準確或遺漏而引起的任何損失或損害的責任（不管是否侵權法下的責任或合約責任又或其他責任）。

作為在期交所買賣合約基準之股份指數及其他專利產品可由交易所不時發展。期交所台灣指數為期交所發展之首個該等股份指數。可由期交所不時發展之期交所台灣指數及該等其他指數或專利產品（「交易所指數」）為期交所之財產。編製及設計各交易所指數之程序屬及將屬期交所之獨家財產及專利品。編製及計算交易所指數的程序及基準可在毋須通知的情況下由期交所隨時作出變動或更改，而期交所亦可隨時要求以期交所可能指定之任何交易所指數為基準之該等期貨或期權合約在買賣及結算時參考一項將會計算之替代指數。期交所概無就任何交易所指數或其編製及計算或其他任何有關資料的準確性或完整性而向任何交易所參與者或任何第三者作出保證或聲明或擔保，亦無就與任何交易所相關之任何事宜作出或暗示任何該等保證或聲明或任何類型之擔保。此外，期交所亦不會就任何交易所指數之使用或期交所或其委任以編製及計算任何交易所指數之任何一名或多名人士在編製及計算任何交易所指數時出現之任何不確、遺漏、錯誤、出錯、延誤、中斷、暫停、變動或不足（包括但不限於因疏忽所引致之事宜）或任何交易所參與者或任何第三者因買賣以任何交易所指數為基準之期貨及期權合約而直接或間接導致之任何經濟或其他損失承擔任何責任或債務。任何交易所參與者或第三者概不得就本免責聲明所述有關或因而產生之事宜向期交所提出索償、法律行動或法律訴訟。任何參與買賣以任何交易所指數為基準之期貨及期權合約之交易所參與者或任何第三者均完全明瞭本免責聲明，並不會就該等交易而對期交所作出任何依賴。

### 2. 恒生指數期貨免責聲明

恒生指數服務有限公司（「恒指公司」）目前印行、編匯及計算若干股票指數，亦可能按 Hang Seng Data Services Limited（「HSDS」）的要求，不時印行、編匯及計算其它股票指數（統稱「上述恒生指數」）。上述恒生指數的標記、名稱及編匯計算程序乃 HSDS 的專有財產及專利。恒指公司已授予香港期貨交易所有限公司（「期交所」）一項特許權，准其使用（恒生指數）及其四個分類指數、（恒中資企業生指數）及（恒生國企指數），其用途只限於根據此等指數分別設立、銷售及買賣期貨合約，並可不時授予期交所同任何其他上述恒生指數作相應用途，以根據此等其他上述恒生指數設定期貨合約（統稱「上述期貨合約」）。恒指公司可隨時修訂或更改編匯及計算任何上述恒生指數以及任何有關的計算程式、成分股及系數的程式及基準，而毋須作出通告，而期交所可隨時要求期交所指定的某等上述期貨合約，參照另外一項或多項將予計算的指數進行買賣及交收。期交所、HSDS 及恒指公司，概不就上述恒生指數及其編匯、計算及任何有關的資料的準確性或完整性，向期交所或任何參與者或任何第三者作出擔保或聲明或保證，亦無給予或含隱有關上述恒生指數或其中任何一項或任何擔保、聲明或保證。再者期交所、HSDS 及恒指公司概不就為上述期貨合約或其中任何一項及 / 或其買賣的緣故或與其有關的事宜而使用上述恒生指數或其任何一項，或就恒指公司匯編及計算上述恒生指數或其中任何一項的任何不確、遺漏、錯誤、謬誤、延誤、干擾、中斷、更改或失效（包括但不限於因疏忽而引起者），或買賣上述期貨合約或任何一項的任何期交所參與者或任何第三者因此而直接或間接蒙受的經濟損失或其它損失，承擔任何責任。任何期交所參與者或任何第三者，概不得對期交所及 / 或 HSDS 及 / 或恒指公司提出與本免責聲明所述事項有關或該等事項引致的索償、訴訟、或法律行動。買賣上述期貨合約或其任何一項而完全知悉本免責聲明的任何期交所參與者或任何第三者，不應在任何方面倚賴期交所、HSDS 及 / 或恒指公司。

### 3. 恒生指數期權免責聲明

恒生指數服務有限公司（「恒指公司」）目前印行、編匯及計算若干股票指數，亦可能按 Hang Seng Data Services Limited（「HSDS」）的要求，不時印行、編匯及計算其它股票指數（統稱「上述恒生指數」）。上述恒生指數的標記、名稱及編匯、計算程序乃 HSDS 的專有財產及專利。恒指公司已授予香港期貨交易所有限公司（「期交所」）一項特許權，准其使用（恒生指數）及其四個分類指數、（恒中資企業生指數）及（恒生國企指數），其用途只限於根據此等指數分別設立、銷售及買賣期貨合約，並可不時授予期交所使用任何其它上述恒生指數作相應用途，以根據此等其他上述恒生指數設定期權合約（統稱「上述期權合約」）。恒指公司可隨時修訂或更改編匯及計算任何上述恒生指數以及任何有關的計算程式、成分股及系數的程式及基準，而毋須作出通告，而期交所可隨時要求期交所指定的某等上述期權合約，參照另外一項或多項將予計算的指數進行買賣及交收。期交所、HSDS 及恒指公司，概不就上述恒生指數及其編匯、計算及任何有關的資料的準確性或完整性，向期交所或任何參與者或任何第三者作出擔保或聲明或保證，亦無給予或含隱有關上述恒生指數或其中任何一項或任何擔保、聲明或保證。再者，期交所、HSDS 及恒指公司概不就為上述期權合約或其中任何一項及 / 或其買賣的緣故或與其有關的事宜而使用上述恒生指數或其任何一項，或就恒指公司匯編及計算上述恒生指數或其中任何一項的任何不確、遺漏、錯誤、謬誤、延誤、干擾、中斷、更改或失效（包括但不限於因疏忽而引起者），或買賣上述期權合約或其任何一項的任何期交所參與者或任何第三者因此而直接或間接蒙受的經濟損失或其它損失，承擔任何責任。任何期交所參與者或任何第三者，概不得對期交所及 / 或 HSDS 及 / 或恒指公司提出與本免責聲明所述事項有關或該等事項引致的索償、訴訟、或法律行動。買賣上述期權合約或其任何一項而完全知悉本免責聲明的任何期交所參與者或任何第三者，不應在任何方面倚賴期交所、HSDS 及 / 或恒指公司。

## 庚部 中華通補充條款及風險披露

### A 分部：中華通補充條款

#### 1. 引言

- 1.1. 本中華通補充條款（及不時修訂的，「中華通條款」）將於客戶通知或向元大證券(香港)表明意欲透過中華通進行中華通證券交易時適用。



1.2. 本中華通條款是對規管客戶與元大證券(香港)之間的現有商業條款、客戶帳戶協定以及 / 或者其他相關通知和披露，無論書面還是非書面，包括但不限於，有效於元大證券(香港)和客戶之間並不時修改的證券 / 期貨 / 期權帳戶條款及條件 (「條款及條件」) 的補充和修訂，並不影響條款及條件的效力。在本中華通條款同條款及條件不一致的情況下，以本中華通條款的規定為準。

## 2. 釋義

除非條款及條件中另有釋義，本中華通條款中的特定詞語具有下述涵義：

「A 股」	指由中國內地註冊公司發行的並在中國內地股票交易所不時上市和交易的任何證券。
「現金」	指元大證券(香港)根據本中華通條款收到及持有的人民幣現金或現金等價物。
「中央結算系統中華通規則」	指為實施中華通的目的而修訂的、並不時修訂、補充、修改及 / 或變更的中央結算系統一般規則。
「中國結算」	指中國證券登記結算有限公司。
「中華通」	指由聯交所、上交所、深交所、香港結算、中國結算及其他機構發展的證券交易及結算互聯互通機制以搭建聯交所、深交所和上交所之間的互相市場准入。
「中華通監管機構」	指監管中華通和與中華通有關活動的監管機構，包括但不限於，中國證監會、人民銀行、外管局、證監會和任何其他對中華通具有管轄權、職權或責任的監管機構、部門或機關。
「中華通機構」	指提供與中華通相關服務的交易所、清算系統和其他機構，包括但不限於，聯交所、香港結算、聯交所子公司、上交所、深交所和中國結算。
「中華通法律」	指香港和中國內地不時頒佈的關於中華通或與中華通活動有關的任何法律和法規。
「中華通市場」	指上交所及深交所。
「中華通市場系統」	指由上交所或深交所營運的用於在上交所或深交所 (視情況而言) 交易中華通證券的系統。
「中華通規則」	指由任何中華通監管機構或中華通機構不時頒佈的關於中華通或中華通有關活動的任何規則、政策或指引。
「中華通證券」	指任何在上交所或深交所 (視情況而言) 上市並交易，並可由香港和國際投資者通過中華通進行交易的證券。
「中華通服務」	指可由相關聯交所子公司向上交所或深交所 (視情況而言) 傳送交易所參與人下達的北向交易指令以買賣中華通證券的買賣指令傳送安排服務，以及其他相關支援服務。
「結算參與人」	具有中央結算系統一般規則所賦予的涵義。
「客戶身份規則」	指證監會的操守準則和客戶身分規則的政策中證監會的客戶身分規則。
「客戶證券規則」	指證券及期貨 (客戶證券) 規則 (香港法例第 571H 章)。
「中華通路由系統」	指於中華通下用於接收和傳送指令到中華通市場的交易系統以實現自動撮合和執行的中華通交易系統。
「中國證監會」	指中國證券監督管理委員會。
「中國證監會中華通規則」	指由中國證監會頒佈、規定中華通的開通和運營的規則及規例。
「交易所參與人」	具有聯交所規則所賦予的涵義，並應包括元大證券(香港)。
「強制賣出通知」	具有第 9.1 條所賦予的涵義。
「H 股」	指由中國內地註冊的公司發行的並在聯交所上市的任何證券。
「港交所」	指香港交易及結算有限公司。
「香港結算」	指香港中央結算有限公司，一間港交所的全資附屬公司。
「中國內地」	指中華人民共和國 (除香港、澳門和臺灣地區)。
「中國內地上市公司」	指在中國內地交易所上市的中國內地註冊公司。
「中國內地居民」	指中華人民共和國公民，並且不在中國內地以外的其他司法管轄權區擁有永久居留權。
「北向交易」	指香港和國際投資者通過中華通買賣的中華通證券。
「市場行情訊息」	指聯交所不時向中華通交易所參與人發放或提供之中華通證券的市場行情訊息。
「交易前檢查」	指中華通法律下的要求，根據此要求，如果投資者在其帳戶內沒有充足的中華通證券，上交所或深交所 (視情況而言) 可以拒絕賣出指令。
「人民幣」	指中國內地的法定貨幣，可在香港交付。
「聯交所」	指香港聯合交易所有限公司。
「聯交所中華通規則」	指實施中華通為目的而修訂的、並不時修訂、補充、修改及 / 或變更的聯交所規則。
「聯交所子公司」	指聯交所的全資子公司，根據證券及期貨條例獲妥為授權作為自動交易服務提供者，並根據中國內地相關法律獲發牌照提供中華通買賣指示傳送安排服務。
「證監會」	指香港證券及期貨事務監察委員會。
「證券及期貨條例」	指證券及期貨條例 (香港法例第 571 章)。
「特別中華通證券」	指獲聯交所 (諮詢上交所或深交所 (視情況而言) 後) 接受或者選定的只適用於中華通賣出指令而不適用於中華通買入指示並於上交所或深交所 (視情況而言) 掛牌上市的任何證券。
「上交所」	指上海證券交易所。
「上交所中華通規則」	指上交所為實施中華通為目的頒佈的、並不時修訂、補充、修改及 / 或變更的規則，包括但不限於上海證券交易所滬港通試點辦法。

「上交所規則」	指上交所中華通規則以及不時修訂、補充、修改及 / 或變更的上交所業務和交易的規則和規定。
「深交所」	指深圳證券交易所。
「深交所中華通規則」	指深交所為實施中華通為目的頒佈的、並不時修訂、補充、修改及 / 或變更的規則，包括但不限於深圳證券交易所深港通業務實施辦法。
「稅費」	指所有的稅款、關稅、徵稅、課稅、收費、估稅、扣除、扣繳和相關責任，包括針對以下三項或與以下三項有關的額外稅款、罰款和利息：(i) 中華通證券或現金，(ii) 根據本中華通條款進行的任何交易，或 (iii) 客戶（包括，分別在 (i)、(ii)、(iii) 每種情況下由香港以及 / 或中國內地稅務當局徵收的稅款、罰款和利息）。
「交易日」	指聯交所開市進行北向交易的日子，而「T 日」指交易執行的交易日，及「T+1」日指 T 日之後的一個交易日。

- 2.1. 「條文」是指本中華通條款中的條文。
- 2.2. 本中華通條款中使用的標題僅為便利的目的，並不影響對本條款的闡明或解釋。
- 2.3. 本中華通條款中任何使用單數形式的詞語應包括複數涵義，反之亦然。
3. 適格投資者
  - 客戶持續的（包括但不限於在客戶就中華通證券下達指示或發出指令的每一天）承諾並保證：
    - a.
      - (i) （若他 / 她是自然人）他 / 她不是中國內地居民或（若它是法人）它不是根據中國內地法律設立或登記的實體；或者
      - (ii) 若他 / 她是中國內地居民，他 / 她使用他 / 她合法所有的、在中國內地境外的資金，並根據本中華通條款進行交易；或者
      - (iii) 若是根據中國內地法律設立或登記的實體，其根據本中華通條款進行的任何交易是根據中國內地主管部門已批准的任何機制（包括合格境內機構投資者機制，如適用）或中國內地主管部門的其他批准進行的；
      - (iv) 若有關指示是關於買賣深圳證券交易所創業板股票，客戶為香港相關規則及規例所界定的機構專業投資者；以及
    - b. 其根據本中華通條款進行任何交易不違反中國內地法律或法規，包括與外匯管制和彙報有關的法律法規。
4. 遵守中華通法律和中華通規則
  - 4.1. 中華通證券的任何交易都受限於中華通法律和中華通規則的規定，其中一些在本中華通條款中提及。
  - 4.2. 本中華通條款強調了目前止中華通機制的一些重要特點。元大證券(香港)並不負責本中華通條款中所列資訊的不準確或錯誤陳述。本中華通條款並不旨在涵蓋所有的中華通法律和中華通規則。客戶理解其需要對理解和遵守中華通法律和中華通規則以及北向交易的任何後果負全部責任。元大證券(香港)不會也並不打算就任何中華通法律和中華通規則給予客戶建議。
  - 4.3. 元大證券(香港)有權根據中華通法律、中華通規則或市場慣例，對透過中華通交易的中華通證券採取任何元大證券(香港)根據其絕對的酌情權認為必須或可取的程序或要求。元大證券(香港)不對此程序或要求而導致的任何直接或間接的損失或風險承擔任何責任。
  - 4.4. 元大證券(香港)可以根據其絕對的酌情權拒絕執行客戶提供的任何指令，如果該指令不符合中華通法律或中華通規則，或者元大證券(香港)認該指令可能與任何中華通法律或中華通規則不符。元大證券(香港)對由上述拒絕執行造成的任何直接或間接損害或風險不承擔責任。
  - 4.5. 在不影響前述條文的情況下，包括但不限於在中華通監管機構要求或指示的情況下，元大證券(香港)無需事先通知客戶，可根據其絕對的酌情權暫停、終止或限制客戶通過元大證券(香港)進行中華通交易。
5. 風險披露和確認
  - 5.1. 當指示元大證券(香港)進行任何中華通證券交易時，客戶確認如下
    - 5.1.1. (i) 客戶已閱讀並理解 B 分部所列的風險披露和其他資訊；(ii) 客戶理解存在禁止中華通證券交易的風險，以及 (iii) 客戶理解 B 分部所列義務、包括違反中華通法律的後果。
    - 5.1.2. 元大證券(香港)不對客戶由於元大證券(香港)就提供中華通證券交易的作為或不作為，包括但不限於，B 分部所列的任何風險因素的發生，而造成的任何直接或間接損失、責任或第三方的權利主張或索賠負責；
    - 5.1.3. 如果聯交所發現客戶進行了或可能進行了上交所規則或深交所規則（視情況而言）規定的任何異常交易，聯交所有權不向客戶提供任何中華通服務；
    - 5.1.4. 如果違反上交所規則或深交所規則（視情況而言）或任何中華通法律或中華通規則所指的任何披露或其他義務，上交所或深交所（視情況而言）有權進行調查，並且可以通過聯交所（或者任何其他政府或監管機構）要求元大證券(香港) (a) 提供與客戶有關的任何資訊和材料，包括但不限於，有關客戶的身份和交易活動；(b) 協助中華通監管機構進行與客戶或客戶交易活動相關的調查；
    - 5.1.5. 如果中華通監管機構認 存在嚴重違反上交所規則或深交所規則（視情況而言）的情況，元大證券(香港)可能被中華通監管機構要求 (a) 向客戶發出書面或口頭警告；以及 (b) 停止向客戶提供任何通過中華通進行中華通證券交易的服務；
    - 5.1.6. 並同意，在元大證券(香港)通知客戶發出的北向買入指示已交收前，客戶將不會就該北向買入指示所買入的中華通證券發出北向賣出指示；
    - 5.1.7. 並同意元大證券(香港)按照中華通監管機構不時規定的間隔和形式，向其提供與客戶有關的概況、北向交易買賣指示的種類和價值以及元大證券(香港)以客戶名義執行的交易；
    - 5.1.8. 並接受支付任何中華通法律或中華通規則要求的與中華通證券和該證券股息或利益相關的所有費用、收費、徵稅和稅費並遵守相關的任何申報或註冊登記義務的責任；
    - 5.1.9. 聯交所可根據上交所或深交所（視情況而言）的請求要求元大證券(香港)拒絕客戶的指示；
    - 5.1.10. 中華通監管機構及各自的董事、雇員和代理人不對客戶因中華通證券交易或中華通路由系統對中華通證券的操作所遭受的任何直接或間接的損失或損害負責。
6. 聲明和承諾
  - 6.1. 客戶持續的（包括但不限於在客戶根據本中華通條款下達或發出與中華通證券有關的指示或指令的每一天）做出本 6.1 條所列承諾，並且該承諾適用於根據本中華通條款下進行的每一個交易：
    - 6.1.1. 客戶明白並將會遵守適用於客戶的任何中華通法律或中華通規則；
    - 6.1.2. 執行客戶向元大證券(香港)發出的任何指令不會違反任何中華通法律或中華通規則；
    - 6.1.3. 客戶明白並已評估了與中華通有關的風險因素，以及客戶願意承擔與中華通有關的風險；

- 6.1.4. 客戶不是中國內地法律下定義和理解的內幕交易人士，並且客戶在進行或慫恿其他人進行中華通證券交易時沒有內幕信息；
- 6.1.5. 客戶沒有持有任何在中國內地任何交易所上市和交易的中國內地註冊公司 5% 或以上的股票；
- 6.1.6. 購買中華通證券時，沒有操縱市場的意圖。
- 6.2. 在每一個下達中華通證券賣出指示的日子，客戶做出如下承諾：
- 6.2.1. 客戶不知曉任何可能對該中華通證券的有效性造成損害的事實，以及客戶有權全權對此接受、處理和發出指令、授權或聲明；
- 6.2.2. 不存在對該中華通證券不利的權利主張；以及
- 6.2.3. 除了聯交所中華通規則或中央結算系統中華通規則明確規定限制外，不存在對該中華通證券轉讓的限制。
- 6.3. 客戶向元大證券(香港)承諾立即（並且在任何情況下不晚於相關事項之後的一個工作日）通知元大證券(香港)可能潛在導致本中華通條款的任何承諾不準確或具誤導性的任何事項。
7. 遵守交易前檢查要求
- 7.1. 客戶保證其將會遵守中華通監管機構、中華通機構強制要求，或元大證券(香港)通知客戶的任何與交易前檢查有關的任何要求。
- 7.2. 另外，客戶保證確保在適用日適用的截止時間之時（由元大證券(香港)不時通知（口頭或通過電子郵件或元大證券(香港)和客戶一致同意的其他通訊方式）客戶的該日子和時間），客戶帳戶中有足夠可用的中華通證券，可滿足該交易日任何擬下達的賣出指示。
- 7.3. 客戶理解如果元大證券(香港)不論任何原因認為在適用的截止時間之時（由元大證券(香港)不時通知客戶），客戶的帳戶內沒有足夠的中華通證券以交收賣出指示，元大證券(香港)可以根據其絕對的酌情權：
- 7.3.1. 拒絕客戶的賣出指示；或
- 7.3.2. 採取任何元大證券(香港)認為符合交易前檢查和 / 或相關中華通法律或中華通規則所必需或可取的行動以彌補差額（包括但不限於，使用元大證券(香港)通過其他途徑得到的中華通證券）。
- 7.4. 對於任何以作北向買入指示的指令，如果元大證券(香港)根據其絕對的酌情權決定客戶在交收日沒有充足的資金履行有關該指示的支付義務，元大證券(香港)可以酌情拒絕該買入指示。
- 7.5. 由於不符合或潛在不符合交易前檢查及 / 或相關中華通法律或中華通規則導致的任何風險、損失或費用將由客戶承擔。客戶應補償元大證券(香港)因未能按該賣出指示的條款和價格交付賣出指示而產生的任何費用、損失或開銷（包括與之相關的費用和開銷）並在元大證券(香港)根據其絕對的酌情權指定的時間補償元大證券(香港)。
8. 交收和貨幣兌換
- 8.1. 由於所有的北向交易都以人民幣進行和交收，如果元大證券(香港)在北向交易買入指示交收前不能收到足額的人民幣資金以買入該中華通證券，交收將會延遲及 / 或失敗，以及客戶可能不能取得賣出或轉讓有關中華通證券的所有權。當元大證券(香港)代表客戶持有任何資金時，如果沒有充足的人民幣資金支付任何中華通買入指示或其他與中華通有關的任何支付義務，客戶授權元大證券(香港)以此支付為目的，將元大證券(香港)代客戶持有的其他幣種的資金兌換為人民幣。
- 8.2. 無論條款及條件中其他條款如何規定，當根據本中華通條款需要將一種貨幣兌換為另一種貨幣及如果元大證券(香港)根據其絕對的酌情權選擇進行兌換時，該兌換可由元大證券(香港)以合理的商業方式自動進行，無需事先通知客戶。根據本中華通條款將一種貨幣兌換為另一種貨幣而造成的任何風險、損失或者費用將由客戶承擔。為免疑慮，客戶瞭解並確認元大證券(香港)沒有義務進行任何兌換。
- 8.3. 客戶同意如果客戶不能及時支付有關買入中華通證券的指令的任何付款義務，元大證券(香港)無需事前通知、有權立即採取元大證券(香港)認為合適的方式以減少或消除元大證券(香港)遭受或可能遭受的任何損失或責任（包括但不限於，採取任何措施賣出、變現、處置或以其他方式處理相關中華通證券），並且客戶將會補償元大證券(香港)並確保元大證券(香港)免受因行使上述權利而產生的任何責任、費用或其他損失。客戶另同意，元大證券(香港)無需對客戶因元大證券(香港)或元大證券(香港)的代理人根據本條的作為或不作為所導致的損失、價值減損或其他損害，承擔任何責任。
- 8.4. 無論條款及條件中其他條款如何規定，當元大證券(香港)認為人民幣的流動性不足，無法交收任何買入指示時，元大證券(香港)可根據其絕對的酌情權拒絕該買入指示。
9. 銷售、轉讓和沒收
- 9.1. 當元大證券(香港)根據中華通規則收到中華通監管機構要求元大證券(香港)出售和清算一定數額的中華通證券之通知（「強制出售通知」）時，元大證券(香港)將有權向客戶發出相應的通知（「客戶強制出售通知」），要求客戶在相關中華通監管機構指定的時間內出售和清算客戶在於元大證券(香港)的帳戶內任何數額（由元大證券(香港)全權酌情決定的）的該中華通證券。客戶承諾遵守任何該客戶強制出售通知。
- 9.2. 就任何強制銷售通知而言，客戶授權元大證券(香港)在客戶未能及時遵守客戶強制出售通知時，以客戶的名義，在遵守所有中華通法律和中華通規則所必需的範圍內，按照元大證券(香港)絕對的酌情權決定的價格和條款出售或安排出售該中華通證券。
- 9.3. 當受限於強制出售通知的、客戶所擁有的中華通證券已經從交收該北向交易買入指示的結算參與人（「原結算參與人」）轉移到另一個結算參與人或托管人（「受讓代理人」）時，客戶授權元大證券(香港)以客戶名義向受讓代理人發出指令要求將該中華通證券歸還給原結算參與人以根據中華通法律和中華通規則進行出售和清算。客戶亦承諾通知受讓代理人該授權及，如需要，客戶承諾指令受讓代理人依此執行。
- 9.4. 如果元大證券(香港)收到從任何中華通監管機構的通知，要求客戶返還因違反短線交易獲利規則（如 B 分部第 21 段所詳述）所得的任何收益，客戶授權元大證券(香港)出售或安排出售客戶所擁有的任何數額的中華通證券。
- 9.5. 除以上規定外，如果任何中華通監管機構向元大證券(香港)提出要求，或元大證券(香港)根據絕對的酌情權決定為了符合任何中華通法律和中華通規則而必須或值得採取行動，客戶授權元大證券(香港)出售、轉讓或對客戶持有的中華通證券採取任何其他行動。
- 9.6. 元大證券(香港)不對其根據本條採取的任何措施而導致客戶直接或間接遭受的損失或風險承擔任何責任。
10. 費用和稅費
- 10.1. 元大證券(香港)有權根據元大證券(香港)的絕對酌情權，無需另作通知或索求，為了滿足元大證券(香港)或客戶的支付或抵付任何數目稅費的義務，立即賣出、兌現或按元大證券(香港)根據其的絕對酌情權決定的其他處理方式處理任何客戶在元大證券(香港)帳戶內的、為任何目的由元大證券(香港)持有的所有或部分財產，並使用所得款項抵消客戶對任何稅務機關或元大證券(香港)的欠款。
- 10.2. 如果中華通法律或中華通規則對任何中華通證券和該中華通證券的任何股息和紅利有相關規定，客戶將負責支付所有的費用、收費、徵稅和稅費，並將遵守相關的申報或登記義務。
- 10.3. 無論本中華通其他條文如何規定，對於因元大證券(香港)採取本條下的任何行動而直接或間接導致的任何損害、責任或損失（包括利潤損失），元大證券(香港)沒有責任亦不對客戶負責，除非該損害、責任或損失是直接由元大證券(香港)欺詐、故意違約或重大過失導致。
11. 彌償
- 在不損害條款及條件下或本中華通其他條文（包括但不限於上述的第 8.3 條）下元大證券(香港)的權利為前提，客戶將按照全部彌償的基礎，彌償元大證券(香港)因向客戶提供中華通服務，包括但不限於：（a）根據中華通進行中華通證券交易而產生的任何稅費支

出；(b) B 分部所指任何風險的實現；(c) 因客戶所發出的指令使被元大證券(香港)產生的任何法律費用；或者(d) 因上述第 9 條(出售、轉讓和沒收)而產生的任何費用，而直接或間接產生的任何權利主張、索求、行動、訴訟、損害、費用、開銷、損失及所有其他責任，除該權利主張、要求、行動、訴訟、損害、費用、開銷、損失是直接由元大證券(香港)欺詐、故意違約或重大過失導致。

#### 12. 中華通證券的支付

客戶在本中華通條款的所有應付款項總額應不負任何性質的、現在或以後由任何稅務或其他監管機構徵收、扣繳或預估的稅款(包括貨物和服務和增值稅)、徵稅、關稅、收費、課稅、費用、利息、罰款、扣除或扣繳(統稱「稅費」)。如果客戶被任何法律或法規要求對其應付款總額因任何稅費進行扣除或扣繳，客戶應該立即支付或扣帳該應付款總額和額外的數目，以確保元大證券(香港)受到或記賬與該扣除或扣繳沒有被要求時一致的所有數額的款項(不負任何性質的稅費)。根據元大證券(香港)的請求，客戶將立即向元大證券(香港)提供官方收據或其他證明文件的副本，以證明該扣繳或扣除的所有款項已經支付給相關稅務或其他監管機構。

#### 13. 使用市場行情訊息

在市場行情訊息不時向客戶發放或提供時，客戶同意及承諾：

##### 13.1. 客戶必須是市場行情訊息的最終用戶，並不會以無論是免費或以其他方式傳播市場行情訊息給任何第三者或容許任何第三者取得市場行情訊息。

##### 13.2. 客戶不能使用或允許市場行情訊息被用作任何非法用途。

##### 13.3. 客戶不能以市場行情訊息作指數計算和編制以及衍生任何可交易的產品。

##### 13.4. 客戶同意市場行情訊息只作為客戶個人或在日常業務過程中使用(其中不包括傳播市場行情訊息給任何人士或第三者，無論是以營利為目的或是其他方式)，或以允許其軟件系統供應商開發、連接或應用相關的軟件解決方案以促進其和其客戶使用市場行情訊息為目的之應用。

##### 13.5. 免責事宜

上海證券交易所及深圳證券交易所均盡力保證所提供市場行情訊息的準確和可靠性，但不能確保其絕對準確和可靠，亦不對因其不準確或遺漏而導致的任何損失或損害承擔責任。

香港聯合交易所有限公司、其控股公司及 / 或該等控股公司的任何附屬公司均盡力保證所提供市場行情訊息的準確和可靠性，但不能確保其絕對準確和可靠，亦不對因其不準確或遺漏而導致的任何損失或損害承擔責任。

元大證券(香港)、其控股公司及 / 或該等控股公司的任何附屬公司均不能確保市場行情訊息絕對準確和可靠，亦不對因其不準確或遺漏而導致的任何損失或損害承擔責任。

#### 14. 雜項

##### 14.1. 如果與港交所或聯交所達成資訊共用安排或協定的交易所、監管機構或其他機構(無論是在香港境內或境外)要求，客戶將會根據的元大證券(香港)的要求提供所有被要求的資訊(包括中文譯本，如需)。客戶確認，如客戶未能遵守本條的規定，可能導致包括元大證券(香港)停止向其提供中華通服務等後果。

##### 14.2. 除第 11 條(彌償)外，客戶將會按照元大證券(香港)合理要求簽署任何其他文件和 / 或提供任何資料和 / 或資訊，以便元大證券(香港)在中華通規則不時修改時能夠履行元大證券(香港)在本中華通條款下的職責和義務。

##### 14.3. 本行可酌情隨時覆核、增加、變更、更改或修訂所有或任何於本中華通條款內任何條款而毋須給予任何理由。當有關本條款的更改影響客戶的責任及義務時，本行應給予客戶最少 30 天的預先通知。惟若有關更改在本行控制範圍以外則除外。當涉及其他更改，本行會在合理時間內作出通知。該等通知將以本行酌情認為適合的方式發出。假如客戶在該等變更到期前未有取消其相關戶口，即視為同意該等更改。

#### 15. 管轄法律和司法轄區

##### 15.1. 各方同意適用於條款及條件的管轄法律和管轄權條款已適用於本中華通條款。

## B 分部：風險披露和其他資訊

本分部描述了與中華通有關的主要風險因素和其他資訊。本分部並未揭示通過中華通進行北向交易的所有風險和其他重要方面。本人確認本人明白中華通和北向交易的性質和相關風險，並已經仔細考慮(並在必要時詢問本人的顧問)根據本人的情況進行中華通交易是否合適。買賣中華通證券是本人自己的決定，本人明白並自願承擔與中華通相關的風險，並能夠遵守相關的中華通法律和中華通規則。本人確認風險並同意本中華通條款所列的條款。

本人明白元大證券(香港)未聲明本分部所列資訊是最新且完成的，也不承諾會更新本部分所列相關資訊。本人負責關注中華通法律和中華通規則的變化，並遵守新的要求。

#### 證券所屬地規則

##### 1. 證券所屬地規則

因中國內地是中華通證券的所屬地，上交所規則或深交所規則和其他中國內地的證券法律法規對本人適用。如果違反該規則和法規，上交所或深交所(視情況而言)有權進行調查。

儘管如此，香港的某些法律和監管要求將仍然繼續適用於北向交易。

#### 交易和交收限制

##### 2. 交易前檢查

對於交易所參與人發出的任何北向賣出指示，聯交所被要求檢查相關交易所參與人在本人希望執行的交易日開始交易時持有足夠的中華通證券能夠滿足該北向賣出指示。否則，由於交易前檢查的相關要求本人可能無法執行北向賣出指示。

本人將自行承擔因不符合或可能不符合交易前檢查和 / 或相關中華通法律或中華通規則，以及或元大證券(香港)採取上述措施而導致的任何風險、損失和費用。

##### 3. 交收

北向交易將遵循 A 股股票的交收循環。中華通證券交易交收方面，中國結算將於 T 日在其參與人(包括作為其結算參與人的香港結算)的證券帳戶記帳或扣帳而無需付款，與該交易有關的款項交收將於 T+1 日完成。中華通證券所有權在收到付款確認時才會過戶。因此，對於買賣單據而已，交收日應當為證券和現金都已交收的 T+1 日。本人明白，直到元大證券(香港)提升其交易系統，中華通股票和貨幣的交收僅能在 T+1 日反映在本人的賬戶上(與 T 日股票交收和 T+1 日現金交收相反)。然而，該系統問題不會影響中華通證券的所有權在 T+1 日讓與至投資者的時間。

4. 限額控制  
通過中華通購買中華通證券受限於限額控制，例如每日限額。因此，不能保證買入訂單能夠成功通過中華通承配。任何已經提交但尚未執行的購買指令可能會被禁止或拒絕。  
聯交所和上交所或深交所（視情況而言）也可能會對買入指示設置定價和其他限制以防止虛假使用或申報適用的限額。
5. 限制當日交易  
中國內地 A 股市場不允許當日交易。
6. 禁止場外交易和轉讓  
除非中國證監會另有規定，本人明白元大證券(香港)不能（除特定有限的例外）通過除中華通市場系統以外的其他場所進行中華通證券交易或為便利該交易提供服務，並且除按照中華通規則並通過中華通途徑外，元大證券(香港)不應以其他方式匹配、執行或安排執行客戶任何買賣或轉讓中華通證券的指示。
7. 落盤  
根據中華通法律和中華通規則，只允許有指定價格的限價指示，買入指示不能低於現時最好價格，賣出指示可以按照指定價格或高於指定價格執行。市價指示將不被接受。
8. 價格限制  
中華通證券受限於一個一般價格限制，該限制為前一日收市價的一個百分比範圍。價格限制可能會不時變化。所有中華通證券訂單必須在價格限制範圍內，且超過價格限制的訂單將被上交所或深交所（視情況而言）拒絕。
9. 限制賣出中華通證券  
投資者不得使用通過中華通買入的中華通證券交收任何通過非中華通途徑下達的賣出指示。因此，（與通過其他途徑購買相同股票相比）對於通過中華通購買的中華通證券可能存在有限的市場並且 / 或者較低流動性。另外，本人獲得的中華通證券的任何代息股份將不能夠通過中華通證券進行交易。因此，通過代息股份獲得的該股票存在低 / 沒有流動性的風險。
10. 只供賣出的中華通證券  
上交所  
在以下幾種情況，本人只可透過中華通在上交所賣出中華通證券但不可買入：  
a. 該等中華通證券不再屬於有關指數成份股；及 / 或  
b. 該等中華通證券被實施風險警示；及 / 或  
c. 該等中華通證券相應的 H 股不再在聯交所掛牌買賣（視乎何者適用）。  
深交所  
在以下幾種情況，本人只可透過中華通在深交所賣出中華通證券但不可買入：  
a. 該等中華通證券不再屬於有關指數成份股；及 / 或  
b. 該等中華通證券的市值按任何其後進行的定期審核低於人民幣 60 億元；及 / 或  
c. 該等中華通證券被實施風險警示；及 / 或  
d. 該等中華通證券相應的 H 股不再在聯交所掛牌買賣（視乎何者適用）。
11. 權益所有人的帳號信息  
本人明白本人作為某一賣出指示所賣出的中華通證券的權益所有人身份將需要披露給香港結算和 / 或者相關中國內地監管機構。
12. 無紙化證券  
中華通證券以無紙化形式進行交易，因此，中華通證券不能以實物形式從中央結算系統存入或取出。
13. 賣空  
有擔保的賣空中華通證券受限於相關中華通監管機構所列的要求。然而，裸賣空中華通證券是被禁止的。本人對理解和遵守不時修改的賣空要求以及違反的後果負有全權責任。
14. 修改指示及喪失優先順序  
與中國內地現有操作一致，如果本人希望修改指示，本人必須首先取消原指示，然後輸入新的指示。因此，指示的優先順序將會喪失。  
另外，由於每日限額和總限額的限制，新指示可能不會在同一天被執行。
15. 警告聲明  
本人明白聯交所可以要求元大證券(香港)向本人發出警告聲明，並且 / 或者元大證券(香港)可能不向本人提供中華通服務。
16. 特別中華通證券  
本人明白聯交所將會接受並指定不再滿足中華通證券適格條件的證券（如果該證券仍在上交所或深交所（視情況而言）掛牌上市）為特別中華通證券。另外，本人因分派權利或權益、轉換、收購、其他公司行為或異常交易而獲得的任何證券或期權（未被接受為中華通交易證券的），聯交所也將接受或指定其為特別中華通證券。本人明白本人將僅可出售，但不得購買，任何特別中華通證券。
17. 保證金交易  
受限於中華通監管機構所列條件，本人謹可以對相關中華通監管機構不時決定的適格保證金交易的中華通證券進行保證金交易。當該中華通證券的保證金交易量超過聯交所決定的門檻時，上交所或深交所（視情況而言）可暫停任一中華通證券的保證金交易，並在保證金交易量下降到所規定門檻時恢復該中華通證券的保證金交易。元大證券(香港)沒有義務不時向本人更新適格保證金交易證券名單，或有關保證金交易的限制或中斷。
18. 認股權發行  
當客戶從一中華通證券發行人處收到權益股票或任何形式的證券時，本人是否可以通過中華通購買及 / 或賣出權益證券取決於諸多因素，包括權益證券是否屬於中華通證券、其是否以人民幣進行交易、以及香港結算是否採取措施使本人可以進行買賣。
19. 碎股交易  
中華通證券碎股交易僅適用於賣出指示，並且所有的碎股必須通過一個指示賣出。每手最低交易股數的交易指示和不同的碎股賣出指示配對，導致碎股交易。每手最低交易股數的交易指示和碎股指示在同一個中華通平臺上配對，並受限於同一價格。指示的最大數額為 100 萬股，最低配對價格變動統一為人民幣 0.01。

#### 內地和香港法律問題

20. 權益披露  
如果按總額計算本人持有或控制內地上市公司的股票超過特定的披露門檻，本人必須在相關中華通監管機構規定的期限內披露該等權益，並且本人在特定的時間段內不得買賣該股票。本人也必須披露本人持股的任何重大變化。  
與此同時，本人可能也需要遵守證券及期貨條例第 15 部分的披露義務。

21. 短線交易獲利規則  
根據中國法律、法規和規章，短線交易獲利規則要求本人退還買賣某個中國內地上市公司的中華通證券所取得的任何收益，如果 (a) 本人持有的某內地上市公司的股票達到中華通監管機構不時規定的門檻，並且 (b) 在買入交易後六個月內發生相應的賣出交易。本人將遵守「短線交易獲利規則」。
22. 外國投資者所有權限額  
中國內地外商所有權限制了一個外國投資者可以持有單一內地上市公司的股票數量，以及單一內地上市公司所有外國投資者的持股比例，可能對投資中華通證券的流動性和表現帶來負面影響。從而導致，本人在中華通證券上遭受損失。  
本人明白如果元大證券(香港)發現本人違反了(或合理認為再執行北向買入指示本人可能會違反)外國投資者所有權限制，或者如果中華通監管機構對元大證券(香港)做出類似要求，包括但不限於，上交所或深交所(視情況而言)發出強制賣出通知，如果本人未能遵守相應的客戶強制賣出通知，為了確保遵守所有中華通法律和中華通規則，元大證券(香港)將會根據A分部第9條(銷售、轉讓和沒收)賣出任何中華通證券。在此情況下，在上交所或深交所(視情況而言)通知相關聯交所子公司或聯交所外國持股總額已降到某一百分比以下之前，元大證券(香港)將不接受相關中華通證券的買入指示。聯交所可根據其絕對的酌情權決定對哪一個交易所參與者發出強制賣出通知以及所涉及的股數(通常按照後進先出的原則)，並且聯交所(或相關聯交所子公司)的記錄將為最終和完整的。  
另外，根據中國內地法律，當外國投資者持有單一內地上市公司發行的股票總計超過一定的百分比(即「警戒水準」)並經上交所或深交所(視情況而言)通知聯交所子公司後，聯交所及其相關聯交所子公司應在切實可行的情況下儘快暫停接收相關中華通證券的買入指示。在此情況下，元大證券(香港)可拒絕本人的買入指示直到外國投資者的總持股比例降到上交所或深交所(視情況而言)規定的百分比之下(「許可水準」)。
23. 稅費  
本人需全部承擔與中華通證券有關的任何稅費，包括但不限於任何資本利得稅或其他中國內地稅費，並且需彌償元大證券(香港)因本人持有、交易或者以其他方式處理中華通證券而使元大證券(香港)產生的所有稅費。  
本人明白並同意元大證券(香港)不負責對與中華通有關的稅務問題、責任和/或義務提供意見，也不會提供相應的服務和協助。在投資中華通證券前，鑒於不同投資者的稅務後果可能不同，本人/吾等理解本人應當向本人的稅務顧問諮詢本人投資可能帶來的稅務後果。
24. 內幕交易、市場操縱和其他市場行為規則  
通過中華通進行的北向交易受限於中國內地法律和法規禁止構成市場操縱、內幕交易和相關罪行的行為的限制。這些限制的範圍和相應的香港法律規定可能不同。特別是，香港市場不當行為規則下的可適用抗辯在中國法律和法規下可能不適用。本人明白本人應在通過中華通進行交易前諮詢專家意見
25. 客戶證券規則和客戶身份規則  
本人明白由於通過中華通買賣的中華通股票並不在聯交所上市，本人將不會受到客戶證券規則和證監會之客戶身份規則保護。
26. 投資者賠償基金  
本人明白在進行中華通證券交易時，本人不享有根據證券和期貨條例設立的投資者賠償基金提供的保護。
27. 中華通證券所有權  
由於中華通是一個新近的創新，圍繞投資者對中華通證券的所有權存在一些不確定性。另外，儘管香港和海外投資者對中華通證券有所有權，香港結算作為名義持有人並無義務代表該投資者(包括本人)在中國大陸執行該項權利。
28. 股票借貸  
僅在特定情況下允許中華通證券股票借貸。股票貸款存續期的限制和記錄保存要求將適用。
- 結算所風險
29. 中國結算違約風險  
如果中國結算違約，香港結算可，但沒有義務，採取法律行動或法庭訴訟向中國結算尋求收回尚未還清的中華通證券和款項。如果其採取該行動，香港結算將按照相關中華通監管機構的規定，按比例向結算參與者分發收回的中華通證券和款項。元大證券(香港)隨後分發的中華通證券或現金僅限於其從香港結算直接或間接收回的。儘管中國結算違約的可能性微乎其微，本人明白本人應當在進行北向交易前注意此項安排和潛在的風險。
30. 香港結算違約風險  
元大證券(香港)根據本中華通條款提供的服務也取決於香港結算履行其義務的情況。任何香港結算的作為或不作為，或者香港結算未能或延遲履行其義務都可能導致中華通證券或其現金無法交收，本人也會因此遭受損失。元大證券(香港)對該損失沒有任何責任或義務。
- 其他運行風險
31. 企業行為公告  
本人明白本人應參閱上交所或深交所(視情況而言)網站以及官方指定報章發佈的最新上市公司公告，或者亦可在港交所網站的「中國證券市場網頁」(或其他不時替代或接替的其他類似網站)查閱中華通股票相關的公告。本人明白上交所或深交所上市的發行人發佈的企業行為公告僅為中文，沒有英文譯本。  
另外，香港結算將盡力及時向結算參與人收取並派發中華通股票之現金股息。根據內地現行市場慣例，本人明白，不同於香港目前關於聯交所上市股票的慣例，本人不能委任代表或親自出席股東大會。  
本人明白元大證券(香港)不會也不能確保任何企業行 公司公告的準確性、可靠性和及時性，並且不接受由於任何錯誤、不準確、延遲、疏忽或因信賴而採取的任何行動所導致的任何損失和損害的責任(無論是侵權或是合同還是其他)。本人明白，對於任何公 司公告的準確性或為任何目的信息的適合性的明示或默示確認，元大證券(香港)已經免責。
32. 披露資訊和公開交易資訊  
本人明白為了出版、宣傳或公開分發匯總的中華通下中華通證券的交易量、投資者簡介和其他相關數據之目的，聯交所可要求元大證券(香港)按照聯交所不時規定的間隔和形式提供本人的檔案資訊、本人通過北向交易買賣中華通證券的訂單種類和價值以及元大證券(香港)執行的本人的交易。為監督和調查的目的，聯交所可以將該資訊轉交上交所或深交所(視情況而言)。
33. 客戶錯誤  
本人明白元大證券(香港)對本人因基於本人指令進行的任何交易而遭受的任何損失、損害或費用、或者間接性損失沒有責任。元大證券(香港)不能對任何交易進行平倉，本人也應當注意中華通下中華通證券的交收安排，包括但不限於限額控制，其有可能影響本人消滅任何錯誤交易的能力。元大證券(香港)對該錯誤交易直接或間接引起的任何損失沒有責任。  
元大證券(香港)有絕對的酌情權決定是否需要為了糾正任何交易錯誤進行任何轉讓，但沒有義務進行。對該錯誤交易或元大證券(香港)拒絕糾正錯誤交易而進行轉讓所造成的任何直接或間接損失，元大證券(香港)沒有責任。
34. 資訊保存  
本人確認並接受根據中華通規則要求元大證券(香港)將保留北向交易相關記錄不少於20年。

### 35. 中華通市場系統

中華通市場系統是為了通過中華通進行中華通證券交易而搭建的新平臺。元大證券(香港)不對由中華通市場系統引起的延遲或故障負責，本人承擔所有通過中華通市場系統進行中華通證券交易而產生所有風險。本人明白元大證券(香港)沒有責任也不對任何本人因中華通市場系統或通過中華通路由系統進行北向交易所遭受的任何直接或間接的損失或損害負責，包括但不限於以下：

- a. 暫停、限制或終止中華通服務或中華通路由系統，或無法接入或使用中華通路由系統或中港服務；
- b. 採取的任何特殊安排或為了應對緊急情況而採取或未採取任何行動、步驟或措施，包括但不限於取消任一或全部交易所參與人輸入的中華通指示；
- c. 任何暫停、延遲、中斷或終止任一中華通證券的交易；
- d. 由於香港懸掛 8 號以上風球或發佈黑雨警報而造成的任何中華通證券的交易延遲、暫停、中斷，或指示取消；
- e. 由於系統、通訊或連接故障、電力中斷、軟件或硬件失靈或任何超過聯交所或元大證券(香港)控制範圍的事項而造成的任何延遲或不能傳遞任何中華通指示或延遲或不能發送任何指示取消請求或提供中華通服務；
- f. 在因任何原因交易所參與人已要求撤銷的中華通證券指示沒有被撤銷的情況下；
- g. 在聯交所或上交所或深交所（視情況而言）要求元大證券(香港)拒絕任何中華通服務的指示的情況下；
- h. 任何中華通市場系統或相關聯交所子公司賴以提供中華通服務的任一系統的延遲、故障或錯誤；以及
- i. 由於超過元大證券（香港）、聯交所、港交所或相關聯交所子公司控制的原因，包括但不限於，任何由上交所、深交所或相關政府或監管機構採取 / 不採取任何行動或做出 / 不做出任何決定，而造成的任何延遲或不能執行、或任何錯誤執行或配對中華通指示；

如果因上述第 (e) 段所述情形導致延遲或未能發出任何指示取消請求，如果該指示被配對或執行，本人仍有責任履行對該交易的任何交收義務。

### 36. 運營時間

聯交所有絕對的酌情權不時決定中華通服務的時間，也有絕對的酌情權隨時變更中華通的運營時間和安排，無論是以臨時方式還是其他，並且無需事先通知。

### 37. 人民幣兌換以及人民幣風險

如果本人屬於特定管轄區域中的受到貨幣兌換限制的特定對手方（譬如個人），（按照相關監管機構不時的要求），根據本中華通條款 A 分部第 8 條（交收和貨幣兌換）將任一貨幣兌換為人民幣受到適用的每日最大兌換限額的限制。如果將相關貨幣兌換為人民幣發生延遲，北向買入指示的交收可能會延遲或無法完成。任何由該延遲或無法交收導致的風險、損失和花費將由本人承擔。

對於人民幣資金匯入和匯出中國地也有嚴格限制。如果由於外匯管制或其他限制，人民幣證券發行人不能將人民幣匯入香港或以人民幣進行分配，該發行人可能以其他貨幣進行分配（包括股息和其他付款）。投資者因此需承擔額外的外匯風險和流動性風險。中華通證券的流動性和交易價格可能受到中國地境外有限的可得人民幣和兌換人民幣限制的負面影響。這些因素將會影響投資者的人民幣流動數量，並進而消極影響市場對中華通證券的需求。

### 投資中華通證券的相關風險

#### 38. 投資中華通證券的相關風險

##### 中國內地有關的一般風險

中國內地是一個新興市場具有以下一個或多個特點：一定成多的政治不穩定性、相對不可預測的金融市場和經濟發展模式、一個仍處於發展階段的金融市場或一個疲弱的經濟體。投資新興市場通常會帶來較高的風險，比如事件風險、政治風險、經濟風險、信用風險、匯率風險、市場風險、流動性 / 缺口風險、監管 / 法律風險、交易交收、處理和結算風險以及債券持有人 / 股東風險。

##### 股權風險

與投資短期或長期債券相比，投資中華通證券可能有較高的收益。然而，本人明白投資中華通證券相關的風險也更高，因為中華通證券的投資表現取決於其他難以預測的因素。這些因素包括突然或持續的市場下滑可能，以及與每個公司有關的風險。與任何股權投資組合相關的基本風險是其持有的投資可能突然或顯著下降。

##### 一般法律和監管風險

本人必須遵守所有的中華通法律和中華通規則。而且，本人明白任何中華通法律或中華通規則的變化都可能對市場情緒造成影響，從而影響中華通證券的表現。本人明白不能預測由該任何變化所造成的影響對中華通證券而言是正面還是負面。本人明白最壞的情形是，本人可能損失大部分本人對中華通證券的投資。