

# FOSUN WEALTH

# 復星財富控股

**Fosun International Securities Limited**

**復星國際證券有限公司**

**Client Agreement**

**客戶協議書**

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**This document together with the related Account Opening Form contains important terms and conditions that apply to and constitute the agreement on all Accounts made between the Client and Fosun International Securities Limited.**

本文件連同相關的開戶表格包含重要條款和條件，適用於並構成客戶與復星國際證券有限公司之間所有有關帳戶的協議。

**Please read the content of the document carefully.**

請客戶仔細閱讀本文件所列內容。

**It contains important terms related to your rights and interests.**

內含有與您權益相關之重要條款！

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Fosun International Securities Limited is an Exchange Participant of the Stock Exchange of Hong Kong Limited and a corporation licensed for Type 1, 2, 4 and 9 regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AAF432). Our business address is Suite 2101-2105, 21/F, Champion Tower, 3 Garden Road, Central, Hong Kong. Please read this Agreement in detail and retain it for future reference. 復星國際證券有限公司乃香港聯合交易所有限公司的交易所參與者，且為根據《證券及期貨條例》（香港法例第571章）可從事第1、2、4及9類受規管活動的持牌法團（中央編號：AAF432）。我們的營業地址為香港中環花園道3號冠君大廈21樓2101-2105室。請詳細閱讀本協議並保留作日後參考之用。

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The Client hereby requests Fosun International Securities Limited to open an Account(s) for the Client and agrees to accept and be bound by the terms and conditions of this Agreement (as applicable):

客戶特此要求復星國際證券有限公司 為客戶開立帳戶，同意接受本協議條款及條件並受其約束（如適用）：

## PART 1 - DEFINITION AND INTERPRETATION

### 第 1 部分 – 定義及解釋

1. **In this Agreement, unless the context otherwise requires, the following terms shall bear the following meanings:**  
在本協議中，除文義另有所指外，以下詞彙應具有下列涵義：

“**Account(s)**” means any one or more securities trading accounts now or hereafter opened and maintained in the name of the Client with FISL;

「**帳戶**」指復星國際證券現在或以後根據本協議以客戶的名義開立並維護的任何一個或多個證券交易帳戶；

“**Account Opening Form**” means the Account Opening Form (including any attachment attached thereto), as originally executed or as thereafter from time to time amended or supplemented, and, includes all statements of personal information;

「**開戶表格**」指最初簽署時或之後不時修訂或補充的開戶表格（包括隨附的任何附件），並包括所有個人資料聲明；

“**Affiliate**” in relation to a party, means an individual, corporation, partnership or any other form of entity directly or indirectly controlling, controlled by or under common control with such party or any of such entities’ directors, officers or employees;

「**關聯方**」就某一方而言，指直接或間接控制、受其控制或與該方受共同控制的個人、公司、合夥企業或任何其他形式的實體，或任何該等實體的董事、高級職員或僱員；

“**Agreement**” means this document, the related Account Opening Form and all other relevant documents enclosed herewith as may from time to time be amended, modified or supplemented;

「**本協議**」指本文件、相關開戶表格及隨附的所有其他相關文件，可不時修訂，修改或補充；

“**Business Day**” means a day on which the Exchange opens for trading (other than Saturdays, Sundays, public holidays and any other day declared by the Exchange to be a non-business days);

「**營業日**」指交易所開市的日子（星期六、星期日、公眾假期及任何其他交易所宣稱的非營業日除外）；

“**Cash Client(s)**” means any Client who has opened and maintained a cash Account in the Client’s name with FISL;

「**現金客戶**」指任何已在復星國際證券以其本身名義開立及維護現金帳戶的客戶；

“**Client(s)**” means any personal client(s) and/or corporate client(s) of FISL, including the Cash Client(s), Margin Client(s) and the Electronic Trading Client(s), who has signed the related Account Opening Form (either individually or jointly with others) and agreed to accept and be bound by the terms and conditions of this Agreement; where the context permits, the term “Client(s)” shall and include their respective successors, personal representatives and permitted assigns;

「**客戶**」指任何已簽署相關開戶表格（單獨或聯名），且同意接受本協議條款及條件及受其約束的復星國際證券的個人客戶及 / 或公司客戶，包括現金客戶、保證金客戶及電子交易客戶；在本協議文義允許的情況下，「**客戶**」包括該個人或公司之繼承人、個人代表及獲准受讓人；

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended;

「**收入法**」指經修訂的《1986年美國國內收入法》；

“**Code of Conduct**” means the Code of Conduct for Persons Licensed by or Registered with the SFC in force from time to time;

「**操守準則**」指不時生效的《證券及期貨事務監察委員會持牌人或註冊人操守準則》；

“**Collateral**” means all Securities, money and any other properties provided by the Client to come to the possession, custody or control (whether directly or indirectly of FISL or other persons on behalf of FISL) which are charged to FISL as continuing security for the credit facilities granted by FISL and for performance of all obligations of the Client under this Agreement; accordingly, “**Securities Collateral**” refers to the Securities comprised in the Collateral;

「**抵押品**」指客戶提供予復星國際證券或代表復星國際證券的其他人士直接或間接持有、託管或控制的所有證券、金錢或任何其他財產，該等財產押記予復星國際證券作為復星國際證券所發放信貸融資及客戶履行其於本協議下所有義務的持續擔保；相應的，「**證券抵押品**」指抵押品中包含的證券；

“**CSDCC**” means the China Securities Depository and Clearing Company;

「**中證登**」指中國證券登記結算有限責任公司；

“**Electronic Trading Account**” means an electronic trading account opened and maintained with FISL;

「**電子交易帳戶**」指在復星國際證券開立並維護的電子交易帳戶；

“**Electronic Trading Client**” means any Client who has opened and maintained an Electronic Trading Account in the Client’s name with FISL and thus the Client is allowed to use the Electronic Trading Services provided or procured by FISL;

「**電子交易客戶**」指任何已在復星國際證券以其本身名義開立及維護電子交易帳戶的客戶，該等客戶因此被允許使用復星國際證券提供或促成的電子交易服務；

“**Electronic Trading Services**” means a facility which enables the Client to give Instructions to purchase and sell or to dispose of Securities through electronic means, including but not limited to the internet, wire or wireless applications and/or to receive relevant information from FISL and/or other third party service providers;

「**電子交易服務**」指使客戶能夠通過電子方式（包括但不限於互聯網、有線或無線應用）發出證券買入、沽出或處置指令，及 / 或接收來自復星國際證券及 / 或其他第三方服務供應商的相關資料的設施。

“**Exchange**” as the case may be, means the SEHK and/or the relevant Foreign Stock Exchange;

「**交易所**」指聯交所及 / 或有關外國證券交易所；

“**Facility Limit**” means both the Margin Limit and the Trading Limit granted to a Margin Account;

「**融通限額**」指保證金帳戶的保證金限額及交易限額；

“**Foreign Jurisdiction**” means a country, territory or jurisdiction outside Hong Kong;

「**域外司法管轄區**」指香港境外的國家、領土或司法管轄區；

“**Foreign Stock Exchange**” means a stock or securities exchange which is permitted to operate in a Foreign Jurisdiction by the law of that Foreign Jurisdiction;

「**外國證券交易所**」指根據域外司法管轄區法律在該域外司法管轄區內獲准運營的股票或證券交易所；

“**FISL**” means Fosun International Securities Limited;

「**復星國際證券**」指復星國際證券有限公司；

“**HKSCC**” means the Hong Kong Securities Clearing Company Limited;

「**香港結算公司**」指香港中央結算有限公司；

“**Instruction(s)**” means any instructions (including any subsequent amendment or cancellation thereof accepted by FISL) communicated by the Client for buying, selling, other disposition or dealing of any Securities or other order(s) incidental thereof, whether verbally, in writing or through the Electronic Trading Services or in such other manner as FISL may permit;

「**指示**」指客戶為買入、沽出、其他處置或交易任何證券而傳達的任何指令（包括復星國際證券所接受的任何該指令的後續修訂或取消）或該指令附帶的任何其他命令，無論是以口頭、書面形式，還是通過電子交易服務系統或其他復星國際證券許可的方式發出。

“**Margin**” means the amount, whether cash or non-cash Collateral as may from time to time be demanded by FISL from the Client in relation to the amount drawn under Margin Facility for the purpose of protecting FISL against any loss or risk of loss on present, future or contemplated obligations arising from Margin Facility, and “**Margin requirements**” means the requirements set and revised by FISL from time to time in respect of the collection and specifications of the Margin, usually (but not always) the required amount of Margin is set to be equal to applicable percentage as notified and determined from time to time by FISL to the Client of the prevailing market value of Collateral;

「**保證金**」指復星國際證券可能不時要求客戶提供的現金或非現金抵押品金額，該金額與保證金融資項下提取的金額有關，用於保護復星國際證券免受任何現在、將來或預期因保證金融資而引致的任何損失或損失風險；以及「**保證金要求**」指復星國際證券不時提出或修訂的關於保證金收集和具體規定的要求，所需保證金金額通常（但不一定）會被設定為等於復星國際證券不時向客戶通知及釐定的抵押品現行市場價值的適用百分比；

“**Margin Account**” means a securities trading margin account opened and maintained with FISL;

「**保證金帳戶**」指在復星國際證券開立並維護的證券交易保證金帳戶；

“**Margin Client(s)**” means any Client who has opened and maintained a Margin Account in the Client’s name with FISL;

「**保證金客戶**」指已在復星國際證券以其本身名義開立及維護保證金帳戶的任何客戶；

“**Margin Limit**” means the loan limit of collateral margin value, Margin Client(s) must deposit marginable Securities in order to obtain margin value for Securities trading;

「**保證金限額**」指抵押品保證金價值的貸款限額，保證金客戶必須存入可融資證券以獲取用於證券交易的保證金價值；

“**Margin Facility**” means the credit facility provided or arranged by FISL to the Client to facilitate the acquisition of Securities and the continued holding of those Securities under the Margin Account and for other related purposes;

「**保證金融資**」指復星國際證券提供或安排予客戶的信貸融資，用以在保證金帳戶下獲取證券及持續持有該等證券以及用作其他相關目的；

“**Northbound**” means the trading of any Securities listed and traded on the SSE/SZSE through SHHK Connect/SZHK Connect;

「**北向交易**」指通過滬港通 / 深港通買賣於上交所 / 深交所上市並交易的任何證券；

“**Securities**” means (a) securities as defined in the SFO; and/or as acceptable to FISL: (b) any shares, stocks, debentures, loan, funds, bonds or notes; (c) rights, options, interests, certificates of participation in, receipts for or warrants to subscribe for or purchase of such respects as specified in (b); and (d) interests in any collective investment scheme;

「**證券**」指(a)《證券及期貨條例》中定義的證券；及 / 或復星國際證券接受的：(b) 任何股份、股票、債權證、貸款、基金、債券或票據；(c) 與(b)段中所列各項有關的權利、期權、利益、參與憑證、收據或認購或

買入權證；及 (d) 在任何集體投資計劃中的權益；

“SEHK” means The Stock Exchange of Hong Kong Limited;

「聯交所」指香港聯合交易所有限公司；

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

「《證券及期貨條例》」指《證券及期貨條例》(香港法例第571章)；

“SFC” means the Securities and Futures Commission of Hong Kong;

「證監會」指香港證券及期貨事務監察委員會；

“SHHK Connect” means Shanghai-Hong Kong Stock Connect, a securities trading and clearing links programme developed by SEHK, SSE, HKSCC and CSDCC for the establishment of mutual market access between Hong Kong and Shanghai of PRC;

「滬港通」指上海與香港股票市場互聯互通機制，由聯交所、上交所、香港結算公司及中證登推出的證券交易及結算互聯互通計劃，旨在建立中國香港與上海之間的互通市場；

“SZHK Connect” means Shenzhen-Hong Kong Stock Connect, a securities trading and clearing links programme developed by SEHK, SZSE, HKSCC and CSDCC for the establishment of mutual market access between Hong Kong and Shenzhen of PRC;

「深港通」指深圳與香港股票市場互聯互通機制，由聯交所、深交所、香港結算公司及中證登推出的證券交易及結算連結計劃，旨在建立中國香港與深圳之間的互通市場；

“SHHK Connect/SZHK Connect Authorities” means SEHK, clearing systems, regulators and authorities which provide services or regulate SHHK Connect/SZSE Connect and/or any related activities and shall include any of their relevant subsidiaries and agency, and “SHHK Connect/SZHK Connect Authority” shall mean any one of them;

「滬港通 / 深港通機構」指聯交所、結算交收系統、監管部門及提供服務或監管滬港通 / 深港通及 / 或任何有關活動的機構，包括其任何有關的附屬機構及代理機構，「滬港通 / 深港通機構」應當指任何一間上述主體；

“SHHK Connect/SZHK Connect Securities” means any securities listed and traded on the SSE/SZSE which may be traded by investors under SHHK Connect/ SZSE Connect;

「滬港通 / 深港通證券」指投資者可根據滬港通 / 深港通買賣的於上交所 / 深交所上市及交易的任何證券；

“SSE” means the Shanghai Stock Exchange;

「上交所」指上海證券交易所；

“SZSE” means the Shenzhen Stock Exchange;

「深交所」指深圳證券交易所；

“SSE/SZSE Rules” means the listing, business and trading rules and regulations of SSE/SZSE including any rules and regulations in relation to SHHK Connect/SZSE Connect;

「上交所 / 深交所規則」指上交所 / 深交所的上市、業務及交易的規則與規定，包括任何有關滬港通 / 深港通的規則及規定；

“Trading Limit” means the limit for a clean loan for Margin Client(s) or Cash Client(s), where such Client(s) are allowed to purchase Securities within the Trading Limit even where there is no marginable Securities, or no Securities at all, in the Account; and

「交易限額」指為保證金客戶或現金客戶提供的無抵押貸款的限額，據此，即使在帳戶內沒有可融資證券，或根本沒有證券，客戶仍可在交易限額內買入證券；及

“Transaction(s)” means any transaction(s) in Securities and other transaction(s) incidental thereof which FISL effects and being instructed to effect for or on behalf of the Client.

「交易」指復星國際證券所執行或其按指示為或代表客戶執行的任何證券交易或該等證券交易附帶的其他交易。

2. The headings of this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.  
本協議的標題僅為便利之目的而加入，在解釋本協議時應予以忽略。
3. Unless the context otherwise requires, references in this Agreement to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and references to any person shall include an individual, firm, body corporate or unincorporated.  
除非文義另有要求，本協議所提述的單數名詞應視作包括複數名詞，反之亦然；本協議所提述的單個性別應包括所有性別，並且所提述的任何人士均應包括個人、公司、法人或非法人團體。
4. References to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under the relevant statute.  
本協議所提述的任何法規或法定條文應包括現時或已經修訂或替代該法規或法定條文的任何法規或法定條文，並且應包括根據相關法規制定的任何附屬法例。
5. References in this Agreement to clauses, schedules and exhibits are references to clauses, schedules and exhibits of this Agreement.  
本協議所提述的條款、附表及附件是指本協議的相應條款、附表及附件。
6. References to “other”, “include” and “including” in this Agreement shall not be construed restrictively although they are respectively preceded or followed by words or examples indicating a particular class of acts, matters or things.  
本協議所提述的「其他」及「包括」不應被限制解釋，即使上述詞語之前或之後有詞語或例子指明特定的行為、事件或事物類別。
7. References to times of a day are, unless otherwise provided herein, to Hong Kong time.  
除非本協議另有說明，對某日時間的提述指香港時間。

## PART 2A - GENERAL TERMS AND CONDITIONS

### 第 2A 部分 – 一般條款及條件

#### 1. The Account 帳戶

- 1.1 The Client confirms that the information provided or to be provided in relation to the Account including information in the related Account Opening Form is complete and accurate. The Client agrees to notify FISL in writing of any changes to those information. It is the Client's responsibility to ensure Account accuracy and to notify FISL immediately with regard to any discrepancies. Notwithstanding the above, FISL is authorized to conduct credit enquiries on the Client to verify the information provided.

客戶確認所提供及將提供的與帳戶有關的資料（包括相關開戶表格所載的資料）均屬完整及正確。客戶同意就該等資料的任何變更以書面形式通知復星國際證券。客戶有責任確保帳戶資料的準確性，若有任何差異，應立即通知復星國際證券。儘管如此，復星國際證券有權對客戶的信用進行查詢，以核實所獲提供的資料。

- 1.2 FISL will keep information relating to the Account confidential, but may provide any such information to the regulators, law enforcement agencies and other competent authorities without obtaining any consent from the Client, including but not limited to the Exchange, the SFC and any foreign regulators, to comply with their requirements or requests for information.

復星國際證券將會對有關客戶帳戶的資料予以保密，但復星國際證券可以在無須取得客戶同意的情况下，向監管機構、執法機構及其他主管機關提供任何該等資料，包括但不限於交易所、證監會及任何外國監管機構，以遵守該等機構關於資料的規定或要求。

- 1.3 The Client represents to FISL that the Client is the only party with the ultimate interest(s) in the Client's Account, except as notified to FISL otherwise in writing. Should there be any changes to the direct ownership or direct beneficiary interests, the Client agrees to notify FISL in writing promptly.

客戶向復星國際證券聲明，其為客戶帳戶的唯一最終受益人，惟另行以書面形式通知復星國際證券則除外。倘若帳戶的直接擁有權或直接實益權益有任何變更，客戶同意立即以書面形式通知復星國際證券。

#### 2. Applicable Laws and Rules 適用法律及規則

- 2.1 All Transactions shall be effected in accordance with all laws, rules and regulatory directives, customs and usage applicable to FISL. This includes the rules, codes and guidance of the Exchange, the SFC, the HKSCC and any foreign regulators. All actions taken by FISL in accordance with such laws, rules and regulatory directives shall be binding on the Client.

所有交易均須根據適用於復星國際證券的一切法例、規則、監管指示、慣例及用法而進行，包括交易所、證監會、香港結算公司及任何外國監管機構的規則、準則及指引。復星國際證券根據該等法律、規則及監管指示而採取的所有行動均對客戶具有約束力。

#### 3. Transactions 交易

- 3.1 FISL will act as the Client's agent in effecting Transactions unless FISL indicates (in the contract note for the relevant Transaction or otherwise) that FISL is acting as principal.

除非復星國際證券（在有關交易的成交單據內或以其他方式）表明復星國際證券以主事人之身份行事，否則復星國際證券將作為客戶的代理人執行交易。

- 3.2 The Client acknowledges that FISL requires that stock certificate of Securities or the equivalent be deposited into the Client's Account prior to the acceptance of a sell order. The Client will notify FISL when a sell order relates to



Securities which the Client does not own, i.e. which involves a short selling order (as defined in section 1 of Part 1 of Schedule 1 to the SFO) to be executed at or through the Exchange. The Client hereby undertakes to:

客戶確認，復星國際證券在接受沽出指令前會要求客戶將證券股票或其等價物存入客戶帳戶。倘沽出指令與並非由客戶擁有的證券有關（即涉及將在交易所或通過交易所執行的賣空指示（定義見《證券及期貨條例》附表 1 第 1 部分第 1 節）），則客戶將會通知復星國際證券。客戶謹此承諾：

- (a) make full and frank disclosure of such order(s) to FISL;  
向復星國際證券就該等指令做出完整及誠實的披露；
- (b) provide (without demand by FISL) all documentary evidence in substantiation of the legality of the short selling under the SFO or other laws, rules and regulations of Hong Kong and of the Exchange;  
無需復星國際證券要求即提供所有的文件證據以證明該筆賣空交易在《證券及期貨條例》或香港及交易所的其他法律、規則和規例下的合法性；
- (c) authorize FISL to arrange a buy-in of the relevant Securities at the prevailing market price for the Client's Account that the Client accidentally sold short; and  
授權復星國際證券在客戶意外賣空時，安排以當時市價為客戶帳戶買入相關證券；及
- (d) indemnify FISL on a full indemnity basis against all damage, loss, lawsuits, cost and expenses which may be sustained or incurred by FISL as a result of the execution of the short selling order(s).  
就復星國際證券因執行賣空指令而可能遭受或招致的所有損害、損失、法律訴訟、成本及費用，向復星國際證券進行全額賠償。

Without prejudice to the foregoing, in respect of each short selling order to be transacted at or through the Exchange upon the Client's Instruction, the Client understands the relevant provisions of sections 170 and 171 of the SFO and its related subsidiary legislation and agrees to ensure compliance with the same by the Client and any other relevant persons.

在不影響前述規定的前提下，就客戶指示在交易所或通過交易所進行交易的每個賣空指令而言，客戶知悉《證券及期貨條例》第170及171條及其相關附屬法例的有關條文，並同意確保客戶本身及任何其他相關人員同意確保其合規性。

- 3.3 On all Transactions, the Client will pay FISL commissions and charges, as notified to the Client, as well as applicable fees and levies imposed by the Exchange and/or the SFC, and all applicable stamp duties. FISL may deduct such commissions, charges, levies, fees and duties from the Account. The Client acknowledges and agrees that the commission rates and fees are determined and set solely by FISL, the Exchange, the SFC and other government agencies, and are subject to change from time to time and at any time. Details of the commission rates and fees can be viewed on the official website of FISL.

客戶會就所有交易支付復星國際證券通知客戶的佣金及收費，以及繳付交易所及 / 或證監會徵收的適用費用及徵費，並繳納所有適用的印花稅。復星國際證券可以從帳戶中扣除該等佣金、收費、徵費、費用及稅項。客戶確認並同意，佣金費率及各項費用將由復星國際證券、交易所、證監會及其他政府機構全權釐定及設置，且其應遵守不時於任何時間作出的變動。具體佣金及費用明細詳見復星國際證券官方網站。

- 3.4 Unless otherwise agreed, in respect of each Transaction, unless FISL is already holding cash or Securities on the Client's behalf to settle the Transaction, the Client will:

除另有協定外，就每一項交易而言，除非復星國際證券已代客戶持有現金或證券供交易交收之用，否則客戶將：

- (a) pay FISL cleared funds or deliver Securities to FISL in deliverable form; or  
向復星國際證券交付可即時動用的資金或可交付的證券；或
- (b) otherwise ensure that FISL has received such funds or Securities,  
以其他方式確保復星國際證券收到此等資金或證券，

by such time as FISL has notified the Client in relation to that Transaction. If the Client fails to do so, FISL may on behalf of the Client

上述交付均須在復星國際證券就該項交易通知客戶的期限之前完成。倘客戶未能如此行事，復星國際證券可以代表客戶：

- (a) in the case of a purchase Transaction, sell or transfer the purchased Securities in respect of this relevant Transaction and/or other Securities held in the Client's name, and/or transfer funds from the Client's trust account; and  
(如屬買入交易) 沽出或轉讓客戶就此相關交易買入的證券及 / 或其它以客戶名義持有的證券, 及 / 或從客戶的信託帳戶內轉出資金; 及
- (b) in the case of a sale Transaction, borrow and/or purchase Securities in the market directly in order to settle the Transaction.  
(如屬沽出交易) 在市場內直接借入及 / 或買入證券以進行交易的交收。

3.5 The Client will indemnify FISL on a full indemnity basis for any losses, costs, fees and expenses resulting from the Client's settlement failures.

客戶將會全額賠償復星國際證券因客戶未能進行交收而引致的任何損失、成本、費用及開支。

3.6 The Client agrees to pay interest on all overdue balances owing to FISL (including after and before a judgment debt is obtained against the Client) at such rates and on such other terms as FISL has notified the Client from time to time. The Client agrees to pay for the costs and expenses of collection of the overdue balances and any unpaid deficiency in the Account(s), including without limitation to attorney's fees, court costs and any other costs incurred or paid by FISL.

客戶同意按照復星國際證券不時通知客戶的利率及其他條款向復星國際證券支付所有逾期未付款項 (包括在針對客戶的判定債項下達前後之逾期未付款項) 的利息。客戶同意支付復星國際證券收取逾期未付款項及帳戶中任何未付差額的成本及費用, 包括但不限於律師費、法庭費用以及復星國際證券產生或支付的其他費用。

3.7 In the case of a purchase Transaction which FISL has confirmed with the Client but the selling party or its broker fails to deliver on the settlement date, FISL shall not be held liable for any loss or damage directly or indirectly suffered by the Client.

倘若復星國際證券已與客戶確認買入交易, 但沽出方或其經紀行未能在交收日交付, 則復星國際證券無須就客戶直接或間接遭受的任何損失或損害承擔責任。

3.8 FISL shall provide the Client with statements of the Account on a monthly basis or at such intervals as FISL shall decide in its absolute discretion subject to the applicable laws, rules and regulations. The Client agrees that the Client must examine and verify such statements and will inform FISL of any mistake, omission, disagreement or unauthorized transactions within 5 days from the date the said statement was sent. If the Client fails to do so, the statement shall be binding on the Client. In all cases, FISL has the right to determine the validity of the Client's objection to the relevant Transaction or information.

復星國際證券須按月或按其根據適用法律、法規及規定全權酌情釐定的時間間隔向客戶提供帳戶結單。客戶同意, 其須審閱及核實有關結單, 並在該結單寄出後 5 日內通知復星國際證券任何錯誤、遺漏、分歧或未經授權的交易。倘若客戶按時作出有關通知, 則該結單將對客戶具有約束力。無論何種情況, 復星國際證券保留決定客戶對相關交易或資料的異議是否有效的最終權利。

#### 4. Safekeeping of Securities 證券的保管

4.1 Any Securities which are held by FISL for safekeeping may, at FISL's discretion:

就復星國際證券為保管目的持有的任何證券而言, 復星國際證券可以酌情決定:

- (a) (in the case of registerable Securities) be registered in the Client's name or in the name of FISL's nominee; or (如屬可登記證券)以客戶的名義或以復星國際證券的代名人的名義登記; 或
- (b) be deposited, at the Client's costs, in safe custody within a segregated account which is designated as a trust account or client account and established and maintained by FISL in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in Securities.

由客戶支付相關費用，在被指定為信託帳戶或客戶帳戶的獨立帳戶中穩妥保管，該獨立帳戶由復星國際證券在香港於認可財務機構、獲證監會核准的保管人或其他獲發牌進行證券交易的中介機構維持。

- 4.2 Where Securities are not registered in the Client's name, any dividends or other benefits arising in respect of such Securities shall, when received by FISL, be credited to the Client's Account or paid or transferred to the Client after deduction of the relevant charges, as agreed with FISL. Where the Securities form part of a larger holding of identical Securities held for the Clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.

客戶與復星國際證券協定，倘證券不是以客戶的名義登記，復星國際證券於收到該等證券所獲派的任何股息或其他收益時，須存入客戶的帳戶或在扣除相關開支後支付或轉交予客戶。倘該等證券屬於復星國際證券為客戶持有的大量同一證券的一部分，客戶有權按其所佔的比例獲得該等證券的收益。

## 5. Client's Money in the Account 客戶於帳戶內的款項

- 5.1 The Client agrees not to deposit or transfer into the Client's Account any Securities, cheques, bank drafts or other property which are not in the Client's name, of which FISL could refuse to accept for deposit. Should FISL decide to accept such deposit, the Client shall indemnify FISL on a full indemnity basis for all loss and liability incurred by FISL in connection therewith.

客戶同意不將任何不屬於其名下的證券、支票、銀行匯票或其他財產存入其帳戶，而復星國際證券亦有權利拒絕接受客戶存入該等財產。倘若復星國際證券決定接受客戶在其帳戶內存入該等財產，客戶應就復星國際證券因此而招致的所有損失和責任向復星國際證券提供全額賠償。

- 5.2 Any cash held for the Client, other than cash received by FISL in respect of settling a Transaction and/or fulfilling other debt obligations by the Client, shall be credited to a client trust account maintained with an authorized financial institution as required by applicable laws from time to time. The Client hereby agrees that FISL is entitled to retain any amount of interest derived from the holding of client money in a client trust account established and maintained with an authorized financial institution by FISL.

除了復星國際證券收到的有關客戶結算交易及 / 或履行其他債務責任的現金外，其為客戶持有的任何現金應按照適用法律不時的要求存入於獲認可財務機構維持的客戶信託帳戶。客戶謹此同意，復星國際證券有權保留其於獲認可財務機構設立及維持的客戶信託帳戶中為客戶持有的資金所產生的任何利息。

- 5.3 For the purpose of Rules 5 and 6 of the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong):

就根據《證券及期貨（客戶款項）規則》（香港法例第 571I 章）的第 5 及 6 條而言：

- (a) the money of Client, after discharging all the indebtedness of the Client owing to FISL (including without limitation for settlement of Transactions), which is received and held by FISL on behalf of the Client in Hong Kong shall be deposited within a segregated account which is designated as a trust account or client account and maintained by FISL in Hong Kong with an authorized financial institution or any other person approved by the SFC for such purpose. FISL may pay the money of the Client out of the segregated account in accordance with a standing authority pursuant to the aforesaid Rules;

復星國際證券代表客戶在香港收到並持有的客戶款項，在償還所有對復星國際證券的負債後（包括但

不限於交易的結算), 應當儲存在由復星國際證券在香港獲認可財務機構或其他證監會批准的任何其他人士開設的, 及被指定為信託帳戶或客戶帳戶的獨立帳戶中。復星國際證券可以根據常設授權, 從獨立帳戶中提取客戶款項;

- (b) for so long as there exists any indebtedness to FISL on the part of the Client, FISL may refuse any withdrawal of money in the Account and the Client shall not without consent of FISL withdraw any such money;

只要客戶欠付復星國際證券任何債務, 復星國際證券可以拒絕帳戶的任何取款, 而客戶在未經復星國際證券同意的情況下, 不能取出帳戶的任何款項。

- (c) the Client acknowledges and agrees that it is not entitled to claim nor be paid any interest accrued on the money of the Client in the Account and agrees that FISL is entitled to retain the aforesaid interest. However, the Client also agrees that FISL may, at its full discretion, pay part or all of such interest to the Client at any time and from time to time.

客戶確認並同意, 其並沒有權利主張或獲支付帳戶內的客戶款項所產生的任何應計利息, 並同意復星國際證券有權保留前述利息。然而, 客戶亦同意, 復星國際證券可全權酌情在任何時間不時地向客戶支付部分或全部該等利息。

## 6. New Listing of Securities 新上市證券

- 6.1 In the event that the Client requests and authorizes FISL to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as the Client's agent for the Client's benefit or for the benefit of any other person, the Client hereby warrants to and for FISL's benefit that at the time of such application, FISL shall have authority to make such application on the Client's behalf.

倘若客戶要求並授權復星國際證券作為客戶的代理人, 為客戶的利益或為任何其他人的利益, 申請於交易所新上市及/或發行證券, 則為符合復星國際證券的利益, 客戶謹此保證, 在申請時, 復星國際證券有權代表客戶進行申請。

- 6.2 The Client warrants and undertakes that any such application shall be the only application made by the Client or on the Client's behalf for the Client's benefit in respect of the same issue of Securities.

客戶保證並承諾, 任何此類申請應為客戶就同一次證券發行所作出的唯一申請, 或為代表客戶並為其利益而就同一次證券發行所作出的唯一申請。

- 6.3 The Client acknowledges and agrees that:

客戶確認並同意:

- (a) a bulk application made by FISL may be rejected for reasons which are unrelated to the Client and the Client's application and neither FISL nor FISL's agent shall, in absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection; and

復星國際證券的批量申請可能因與客戶及客戶的申請無關等理由而被拒絕, 復星國際證券或復星國際證券的代理人在沒有欺詐, 疏忽或故意違約的情況下, 無須因該等拒絕而對客戶或任何其他人承擔任何責任; 及

- (b) Client should indemnify FISL on a full indemnity basis if such bulk application is rejected because of any breach of representations and warranties or otherwise arising from factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors.

倘若因客戶違反其任何聲明和保證或因其他與客戶有關的因素而導致批量申請被拒絕, 客戶應對復星國際證券承擔全額賠償責任。客戶確認, 客戶可能亦須對受此類違規或其他因素影響的其他人士承擔賠償責任。

- 6.4 FISL, on receipt of a request from the Client to apply for and purchase (through FISL) shares in companies that are

being brought to the market by way of a new issue in accordance with the term of a prospectus (“**IPO Shares**”), may provide such Client with assistance in financing such subscription for the IPO Shares (“**IPO Loan**”). As continuing security for the due and punctual payment by the Client of all principal, interest and other sums owed by the Client to FISL in respect of the IPO Loan, the Client as beneficial owner hereby charges by way of first legal charge the IPO Shares to FISL until full payment made to FISL of the IPO Loan by the Client; and hereby expressly authorizes FISL to receive and apply all sums of whatever nature received by FISL (or FISL’s nominees) in respect of any part of the charged shares towards payment of the IPO Loan in such manner and at such time as FISL may determine.

在收到客戶要求（透過復星國際證券）申請及購買以發行新股形式按照某招股章程的條款在市場上提呈發售的公司股份（「**新股股份**」）時，復星國際證券可就有關新股股份認購向該客戶提供融資協助（「**新股貸款**」）。作為客戶準時支付其就新股貸款欠付復星國際證券的所有到期本金、利息及其他款項之持續性擔保，客戶作為實益擁有人謹此以第一法律押記形式向復星國際證券押記新股股份，直至客戶向復星國際證券悉數償付新股貸款為止；客戶謹此明確授權復星國際證券收取復星國際證券（或復星國際證券之代名人）就所押記股份之任何部分收取之任何性質的款項，並以復星國際證券釐定之方式及時間用作支付新股貸款。

## 7. Notification and Communication 通知及通訊

### 7.1 All notices and other communications given by FISL to the Client shall be deemed made or given:

復星國際證券向客戶發出的全部通知和其他通訊均視為已於以下時間作出或發出：

- (a) at the time of dispatch or transmission, if delivered personally, by facsimile transmission, telex, electronic mail or other electronic means; or

倘若通過專人送遞、傳真、電報、電子郵件或其他電子方式遞送，則在遞送或傳送時：

- (b) two (2) Business Days after the date of posting, if sent by local mail, or five (5) Business Days after the date of posting, if sent by overseas mail.

倘若通過本地郵件遞送，則在投遞後兩個營業日，或倘若通過海外郵件遞送，則在投遞後五個營業日。

### 7.2 FISL may also communicate with the Client verbally. The Client is deemed to have received any message left for the Client on the Client’s answer machine, voicemail or other similar electronic or mechanical devices at the time it is left for the Client.

復星國際證券也可以口頭與客戶溝通。當在客戶的應答機、語音郵件或者其他類似電子或機械裝置上留下任何訊息時，客戶應被視為已收到該等訊息。

### 7.3 Any notice or communications made or given by the Client will be sent at the Client’s own risk and will be effective only upon actual receipt by FISL.

就客戶發出的任何通知或通訊而言，其風險概由客戶自行承擔，並且僅在復星國際證券實際收到後生效。

### 7.4 Unless otherwise informing FISL in writing, the Client expressly consent to FISL sending any notice, documents or communication to the Client by electronic means.

除非另行以書面形式通知復星國際證券，否則客戶明確同意復星國際證券以電子方式向客戶發出任何通知、文件或通訊。

### 7.5 For the protection of both parties, and as a tool to detect and rectify misunderstandings, the Client agrees and authorizes FISL, at FISL’s discretion and without further prior notice, to monitor and record any or all telephone conversations and any other forms of communication between FISL and the Client, and that the record may be used as final and conclusive evidence of the Instructions in case of disputes.

為保護雙方的利益，並作為檢測和糾正誤解的手段，客戶同意並授權復星國際證券按其酌情決定監控和記錄任何或所有復星國際證券與客戶之間的電話交談和任何其他形式的溝通，而無須進一步事先通知，如有爭議，該記錄可用作指示的最終和確鑿證據。

7.6 All notices and communications shall be sent, if to FISL, at the address, email address, telex, facsimile or telephone numbers or other designated source of FISL as FISL may from time to time notify the Client; and if to the Client, at the address, email address, telex, facsimile or telephone numbers or other designated source of the Client set out in the Account Opening Form or as shall be designated by the Client in a written notice to FISL.

所有通知和通訊，倘若發送至復星國際證券，應發送至復星國際證券可能不時通知客戶的地址、電子郵件地址、電傳、傳真、電話號碼或復星國際證券的其他指定來源；倘若發送至客戶，應發送至開戶表格中列出的地址、電子郵件地址、電傳、傳真、電話號碼或客戶的其他指定來源，或由客戶以書面形式通知復星國際證券的來源。

7.7 The Client agrees that FISL may amend the terms of this Agreement by giving the Client reasonable notice of the changes in writing by post, fax, email or via uploading the same on FISL's websites at <https://www.fosunwealth.hk> from time to time. The Client shall promptly do all such acts or execute all such documents as FISL may, in its sole and absolute discretion, request for the purpose of effecting any amendment to this Agreement. Any amendment to this Agreement shall take effect on expiry of the relevant notice period and the Client will be deemed to have accepted the amendment if it does not terminate the Account. The Client acknowledges that the Client may call the hotline of FISL notified to the Client from time to time on any matter regarding changes to the terms of this Agreement, and to obtain a latest copy of the Agreement in his/her preferred English or Chinese language.

客戶同意復星國際證券可以通過郵寄、傳真、電子郵件或通過在復星國際證券網站<https://www.fosunwealth.hk>上傳該等內容的方式，以書面形式向客戶發出有關變更的合理通知，以修改本協議的條款。客戶應在復星國際證券全權酌情要求時立即採取所有行動或簽署所有文件，以使本協議的任何修訂生效。本協議的任何修訂應在相關通知期限屆滿時生效，倘若客戶並未終止其帳戶，該客戶將被視為已接受該修訂。客戶確認，客戶可就有關本協議條款變更的任何事項隨時致電復星國際證券不時通知客戶的熱線，並根據其偏好獲取最新的英文或中文協議副本。

## 8. Potential Conflicts of Interests 潛在的利益衝突

8.1 FISL and its directors, officers, licensed representatives or employees may trade on its/their own account or on the account of any of its Affiliates.

復星國際證券及其董事，高級職員，持牌代表或僱員可以為其本身或為其任何關聯方進行交易。

8.2 To the extent permissible under applicable laws and regulations, FISL may buy, sell, hold or deal in any Securities or take the opposite position to the Client's order whether it is on FISL's own account or on behalf of its other Clients.

在適用法律和法規允許的範圍內，復星國際證券可以買入、沽出、持有或處置任何證券或採取與客戶指令相反的行動，無論是為復星國際證券本身或代表其他客戶。

8.3 FISL may match the Client's order with those of other Clients of FISL.

復星國際證券可能會將客戶的訂單與復星國際證券其他客戶的訂單進行匹配。

8.4 To the extent permissible under applicable laws and regulations, FISL may effect transactions in any Securities (notwithstanding any positions held by the Client in the same Securities) where FISL or any of its Affiliate has a position in such Securities or is involved as placing agent, underwriter, sponsor (or any other similar capacity) in respect of such Securities.

在適用法律和法規允許的範圍內，復星國際證券可能會就復星國際證券或其任何關聯方持倉的任何證券（即使客戶亦有相同證券持倉）進行交易，或者就復星國際證券或其任何關聯方作為任何證券的配售代理人、承銷商、保薦人（或以任何其他類似身份）參與的該等證券進行交易。

8.5 To the extent permissible under applicable laws and regulations, FISL shall not be obliged to disclose to the Client any profits or benefits obtained by FISL or its Affiliates in any of the above-mentioned events.

在適用法律和法規允許的範圍內，復星國際證券沒有義務向客戶披露復星國際證券或其任何關聯方於任何上述事件中所獲得的任何利潤或利益。

## 9. Confidentiality of the Client's Information 客戶資料的保密

9.1 FISL will keep information relating to the Account confidential but may be obliged to provide any such information to the Exchange and the SFC or any other regulatory authority (including overseas regulatory authorities) to comply with their requirements or requests for information (including, but not limited to, the Common Reporting Standard) and without any consent from or notification to the Client.

復星國際證券將對涉及帳戶的資料予以保密，但可在未經客戶同意或未通知客戶的情況下，將任何該等資料提供予交易所和證監會或任何其他監管機構（包括外國監管機構）以遵守該等機構與資料相關的規定或要求（包括但不限於共同匯報標準）。

9.2 FISL is subject to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) which regulates the use of personal data concerning individuals. FISL's policies and practices relating to personal data are set out in Part 4 of this Agreement and the Client acknowledges that the Client fully understands and accepts the provisions in Part 4 of this Agreement.

復星國際證券須遵守《個人資料（私隱）條例》（香港法例第486章），該條例規範涉及個人資料的使用行為。復星國際證券關於個人資料的政策及實務守則載於本協議第4部分，客戶確認，其已充分了解並接受本協議第4部分所載的該等條文。

## 10. FATCA Compliance 《海外帳戶稅收合規法案》之合規要求

10.1 "FATCA" means (i) sections 1471 to 1474 of the Code or any associated treasury regulations or other official guidance, as amended or supplemented from time to time; (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of the legislation or guidance referred to in (i) above; and (iii) any agreement pursuant to the implementation of the legislation or guidance referred to in (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

「《海外帳戶稅務合規法案》」指：(i)收入法第1471至1474條或任何相關的財務條例或其他當局指引（經不時修訂或補充）；(ii)在任何其他司法管轄區實施的或美國與任何其他司法管轄區之間就政府間協議實施的任何條約、法律、法規或其他當局指引，以（在任何一種情況下）促使實施以上第(i)項所述的法例或指引；及(iii)根據上述第(i)或(ii)項所述的法例或指引的實施而與美國國稅局、美國政府或任何其他司法管轄區的任何政府或稅務機關達成的任何協議。

10.2 Client's disclosure, consent and waiver: 客戶的披露、同意及豁免：

- (a) For the purposes of complying with FATCA and/or any other applicable law, the Client hereby agrees and consents to and authorizes that FISL and its agents and service providers may collect, store, use, process, disclose and report any information obtained from the Client or otherwise in connection with this Agreement and/or the Client's Transactions. To the extent permitted by law, the Client hereby waives any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent compliance by FISL and their agents and service providers with FATCA and/or other applicable law. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws.

為遵守《海外帳戶稅務合規法案》及 / 或任何其他適用法律，客戶謹此同意並授權復星國際證券及其

代理人和服務供應商可以收集、存儲、使用、處理、披露和報告任何從客戶處獲得的資料或與本協議及/或客戶的交易相關的其他資料。在法律允許的範圍內，倘若任何數據保護、隱私、銀行保密或任何司法管轄區的其他法律或法規的條文及/或任何機密性協議、安排或諒解的條款會妨礙復星國際證券、其代理人及服務供應商遵守《海外帳戶稅務合規法案》及/或其他適用法律，則客戶謹此豁免遵守該等條文或條款。客戶確認，這可能包括向沒有嚴格數據保護、數據隱私法律或銀行保密法律的司法管轄區轉移資料。

- (b) The Client shall ensure that, before the Client or anyone on its behalf discloses information relating to any third party to FISL or their agents or service providers in connection with this Agreement or the Client's Transactions, that third party has been provided with such information and has given such consents or waivers as are necessary to allow FISL and their agents and service providers to collect, store, process and disclose his, her or its information as described in this Clause.

客戶應確保，在客戶或其任何代理人向復星國際證券或其代理人或服務供應商披露與本協議或客戶交易相關的任何第三方資料之前，該第三方已獲提供該等資料，且該第三方已給予復星國際證券、其代理人及服務供應商所需的同意或豁免，以收集、存儲、處理和披露本條款所述與其有關的資料。

### 10.3 Provision of information: 資料的提供:

- (a) The Client shall upon request by FISL confirm to FISL (i) whether the Client is a person who is entitled to receive payments free from any deduction or withholding as required by FATCA (the “**FATCA Exempt Person**”); and (ii) supply to FISL such forms, documentation and other information relating to the Client's status under FATCA (including its applicable passthru rate or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as FISL reasonably requests for the purposes of FISL's compliance with the applicable law.

在復星國際證券要求時，客戶須向復星國際證券確認(i)客戶是否有權在收取付款時無須作出任何《海外帳戶稅務合規法案》規定的扣減或預扣（「《海外帳戶稅務合規法案》豁免人士」）；(ii)為使復星國際證券遵守適用法律，在復星國際證券合理地要求時，根據《海外帳戶稅務合規法案》向復星國際證券提供與客戶身份有關的表格、文件及其他資料（包括其適用的轉付率或美國稅務條例或包括政府間協議在內的其他指引所要求的其他資料）。

- (b) If the Client confirms to FISL pursuant to the above that the Client is a FATCA Exempt Party and the Client subsequently becomes aware that the Client is not, or has ceased to be a FATCA Exempt Party, the Client shall notify FISL as soon as reasonably practicable.

倘若客戶根據上文所述向復星國際證券確認他是《海外帳戶稅務合規法案》豁免人士，而之後客戶發現他並非或已不再是《海外帳戶稅務合規法案》豁免人士，客戶須在合理地切實可行的情況下盡快通知復星國際證券。

- (c) If the Client fails to confirm its status or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for avoidance of doubt, where paragraph (b) above applies), then:

如客戶未能向復星國際證券確認其身份或提供上文(a)段所述的表格、文件及其他資料（為免生疑問，包括如上文(b)段適用的情況下的該等資料），則：

- (i) if the Client failed to confirm whether the Client is (and/or remains) a FATCA Exempt Party then the Client will be treated as if the Client is not a FATCA Exempt Party; and  
如客戶未能確認客戶是否屬（及/或保持）《海外帳戶稅務合規法案》豁免人士，客戶將不被視為《海外帳戶稅務合規法案》豁免人士；及
- (ii) if the Client failed to confirm its applicable passthru rate then the Client will be treated as if its applicable



passthru rate is 100%, until such time as the Client provides FISL the requested confirmation, forms, documentation or other information.

如客戶未能確認其適用的轉付率，則客戶的適用轉付率將被視為100%，直至客戶向復星國際證券提供所需的確認、表格、文件或其他資料為止。

**10.4 Withholding or Deduction:** If FISL is required pursuant to FATCA or otherwise by law to withhold or deduct any FATCA withholding taxes (including any penalties or interest payable in connection with any failure to pay or any delay in paying any such taxes) on any payments to the Client, FISL may deduct such taxes and FISL will not be required to increase any payment in respect of which FISL makes such withholding. The Client shall be treated for all purposes of this Agreement as if the Client had received the full amount of the payment, without any deduction or withholding. The Client shall provide FISL such additional documentation reasonably requested by FISL to determine the amount to deduct and withhold from such payment.

**預扣或扣減：**如復星國際證券需按《海外帳戶稅務合規法案》或法律要求在付予客戶的任何款項中預扣或扣減任何《海外帳戶稅務合規法案》預扣稅（包括因未能繳交或延遲繳交該等稅項而引致之任何應付罰款或利息），復星國際證券可扣減該等稅項，而無須因其作出該等扣減而增加任何付予客戶的款項。就本協議所有目的而言，客戶應視為已悉數收取未經任何扣減或預扣的該等付款。在復星國際證券合理地要求時，客戶須向復星國際證券提供該等額外文件，以決定該款項需扣減或預扣金額。

## 11. Risk Disclosure Statements 風險披露聲明

The Client acknowledges that the relevant risk disclosure statements specified in Part 3 hereof form part of this Agreement.

客戶確認，本協議第3部分中規定的相關風險披露聲明構成本協議的一部分。

## 12. Events of Default 違約事件

12.1 Any one of the following events shall constitute an event of default ("Event of Default"):

發生任何下列事件均構成違約事件（「**違約事件**」）：

- (a) the Client's failure to pay any purchase price or other payments or submit any documents or deliver any Securities under this Agreement when due;  
客戶於到期時未有根據本協議支付任何買入價或其他款項或提交任何文件或交付任何證券；
- (b) the filing of a petition in bankruptcy, winding-up or the commencement of other analogous proceedings against the Client; the death of the Client (being an individual) or the Client is judicially declared insane or incompetent or of unsound mind; any representations or warranties made by the Client to FISL in this Agreement or in any document being or becoming incorrect or misleading;  
客戶被提出破產、清盤呈請或啟動其他相類似的法律程序；（作為個人）客戶死亡或被司法宣佈為精神失常、無行為能力或心智不全；客戶向復星國際證券在本協議或任何文件中作出的任何聲明或保證變得不準確或具有誤導性；
- (c) the levy or enforcement of any attachment, execution or other process against the Client;  
針對客戶的徵收或任何扣押程序、执行程序或其他程序的強制執行；
- (d) default by the Client in the due performance of any of the terms of this Agreement or observance of any relevant laws, rules and regulations;  
客戶失責未有妥善履行或遵守本協議的任何條款，或未能遵守任何相關法律、規則和法規；
- (e) any consent, authorization or corporate resolution required by the Client (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and  
客戶（作為公司或合夥企業）訂立本協議須提供的任何同意、授權或公司決議案全部或部分被撤回、暫

- 停、終止或不再具有十足效力及作用；及
- (f) the occurrence of any other events which, in the sole opinion of FISL, might jeopardize any of its rights under this Agreement.

復星國際證券全權認為發生可能影響復星國際證券在本協議下所擁有權利的任何其他事件。

12.2 If an Event of Default occurs, without prejudice to any other rights or remedies that FISL may have against the Client and without further notice to the Client, FISL shall (subject to all applicable laws) be entitled to :

倘發生違約事件，在不影響復星國際證券可針對客戶行使的任何其他權利或補償以及無須另行通知客戶的情況下，復星國際證券有權（在所有適用法律的規限下）：

- (a) immediately close the Account(s);  
立即關閉帳戶；
- (b) terminate all or any part of this Agreement;  
終止本協議的全部或者部分；
- (c) cancel any or all outstanding orders or any other commitments made on the Client's behalf;  
取消代表客戶作出的任何或全部未履行的指令或任何其他承諾；
- (d) cover any short position in the Account of the Client through the purchase of Securities or liquidate any long position in the Account of the Client through the sale of Securities;  
在帳戶短倉的情況下透過買入證券平倉或在帳戶長倉的情況下透過沽出證券套現；
- (e) sell, dispose of or otherwise deal with in whatever manner any Securities in the Account of the Client and any Securities deposited by the Client with FISL to settle all outstanding balances owing to FISL including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by FISL in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto; and/or  
以任何方式沽出、處置或處置客戶帳戶內的任何證券及客戶在復星國際證券存放的任何證券，以結算所有欠付復星國際證券的未付餘額，包括所有成本、收費、律師費及復星國際證券在轉讓或沽出所有或任何帳戶內證券或財產或完善所有權過程中產生的所有合理開支（包括印花稅、佣金及經紀費用）；  
及 / 或
- (f) take such actions as FISL deems fit and appropriate.  
採取復星國際證券認為合適且適當的措施。

### 13. Transformation of Rights and Obligations 權利及義務的轉讓

The Client agrees that FISL may transfer its rights and obligations under this Agreement without prior consent from the Client. The rights and obligations of the Client under this Agreement may not be assigned without FISL's prior written consent.

客戶謹此同意，復星國際證券可在無須客戶事先同意的情況下轉讓其於本協議項下的權利及義務。未經復星國際證券事先書面同意，客戶不得轉讓其於本協議項下的權利及義務。

### 14. Termination of the Agreement 協議的終止

Either party may terminate this Agreement at any time by not less than two (2) Business Days' prior written notice to the other party. Upon termination of this Agreement, the Client will immediately pay to FISL any and all amounts due or owing to it. Any warranties, representations, undertakings and indemnities given by the Client under this Agreement all of which shall survive such termination.

任何一方均可通過向另一方發出不少於兩(2)個營業日的事先書面通知，隨時終止本協議。本協議終止後，客戶將立即向復星國際證券支付任何和所有到期或欠付的款項。客戶根據本協議提供的任何保證、聲明、承諾和賠償在本協議終止後將繼續有效。

## 15. General 一般規定

- 15.1 All Securities held for the Client's Account shall be subject to a general lien by way of first fixed charge in FISL's favor, for the performance of the Client's obligations to FISL arising in respect of dealing in Securities for the Client. In addition, FISL shall have a lien by way of first fixed charge over any and all Securities, acquired on the Client's behalf, or in which the Client has an interest (either individually or jointly with others) which are held for the Accounts and all cash and other property at any time held by FISL on the Client's behalf, all of which shall be held by FISL as a continuing security for the payment and/or discharge of the Client's obligations to FISL arising from the business of dealing in Securities and all stocks, shares (and the dividends or interest thereon) rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such Securities. Upon default by the Client in payment on demand or on the due date therefor of any of the Client's indebtedness to FISL or any default by the Client hereunder, FISL shall have the right, acting in good faith, to sell or otherwise dispose of the whole or any part of such security as when and how and at such price and on such terms as FISL shall think fit and to apply the net proceeds of such sale or disposition and any monies for the time being in FISL's hands in or towards discharge of the Client's indebtedness to FISL.

客戶帳戶持有的所有證券均應受限於以復星國際證券為受益人的第一順位固定押記的一般留置權，以擔保客戶履行復星國際證券為客戶買賣證券所產生的客戶對復星國際證券的義務。此外，復星國際證券應以第一順位固定押記的方式對代表客戶取得的任何和所有證券，或於帳戶持有的客戶（單獨或與其他人共同）於其中享有權益的任何和所有證券，以及復星國際證券代客戶在任何時間持有的所有現金和其他財產擁有留置權，復星國際證券持有該等證券、現金及財產作為客戶因買賣證券和在任何時間就該等證券以贖回、紅利、優先權、期權或其他方式累積及提呈的所有股票、股份（及其股息或利息）權利、金錢或財產而向復星國際證券支付款項及／或履行義務的持續擔保。倘若客戶未能按要求或在到期日支付客戶對復星國際證券的任何債務或客戶構成任何本協議項下的違約，復星國際證券有權在其認為合適的時間，以其認為合適的方式、價格和條款，善意地沽出或以其他方式處置全部或部分該等擔保物，並將沽出或處置所得的所得款項淨額以及復星國際證券屆時手中的任何款項用於清償客戶對復星國際證券的債務。

- 15.2 Subject to any applicable laws and regulations and without prejudice to any of the rights FISL may have, FISL shall be entitled and authorized to, at any time or from time to time and without prior notice to the Client, notwithstanding any settlement of Account or other matter whatsoever, combine or consolidate any or all of the Accounts (of whatever nature and whether held individually or jointly with others) maintained with FISL and set-off or transfer any money, securities or other property standing to the credit of any one or more of such Accounts in or towards satisfaction of the indebtedness, obligations or liabilities of the Client towards FISL on any other Accounts whether such indebtedness, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint and secured or unsecured. Where such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange solely and conclusively determined by FISL to be applicable.

根據任何適用法律和法規及在不損害復星國際證券可能擁有的任何權利的情況下，即使帳戶有任何結算或存在其他任何事項，復星國際證券均有權及獲授權在無須事先通知客戶的情況下，隨時或不時合併在復星國際證券持有的任何或所有帳戶（無論其性質如何，及無論是單獨持有還是與他人共同持有），並將任何一個或多個該等帳戶中的任何金錢、證券或其他尚存財產抵銷或轉入任何一個或多個帳戶以清償客戶於任何其他帳戶上對復星國際證券的債務、義務或負債，無論是現時或將來、實際或或然、主要或附屬、個別或共同、有擔保或無擔保的債務、義務或負債。倘若有關抵消、合併或轉讓需要將一種貨幣兌換成另一種貨幣，則有關貨幣兌換應按照復星國際證券公司釐定的適用匯率計算。

- 15.3 If FISL fails to meet FISL's obligations to the Client pursuant to this Agreement, the Client shall have a right to claim under Hong Kong's Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time. The Client should note that any Northbound or Southbound trading under the SHHK Connect and SZHK Connect will not be covered by Hong Kong's Investor Compensation Fund.

倘復星國際證券未能根據本協議履行其對客戶的義務，客戶有權向根據《證券及期貨條例》成立的香港投資者賠償基金索償，惟須遵守香港投資者賠償基金不時之條款。客戶須注意，香港投資者賠償基金並無覆蓋任何滬港通和深港通下的北向交易或南向交易。

- 15.4 The Client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will inform FISL of any changes to the information provided thereof. It is the Client's responsibility to ensure accuracy of the information and to notify FISL immediately with regard to any discrepancies.

客戶確認，開戶表格所提供的資料均為完整和正確。客戶將通知復星國際證券所提供資料的任何變動。客戶有責任確保資料的準確性，並將任何差異及時通知復星國際證券。

- 15.5 The Client confirms that the Client has read and agreed to the terms of this Agreement, which have been explained to the Client in a language that the Client understands.

客戶確認，其已閱讀並同意本協議的條款，且該等條款已經以客戶明白的語言向客戶解釋。

- 15.6 In the event of any difference in the interpretation or meaning between the English and Chinese version of this Agreement, the Client and FISL agree that the English version shall prevail. Notwithstanding the foregoing, in the event of any Mainland China court proceedings in respect of any dispute arising out of or in connection with this Agreement, where there is any difference in the interpretation or meaning between the English and Chinese versions of this Agreement, the Client and FISL agree that the Chinese version shall prevail.

本協議中英文版本的解釋或涵義如有任何差異，客戶和復星國際證券同意概以英文版本為準。儘管有上述規定，在就本協議引起的或與本協議有關的任何爭議由任何中國內地法院受理的情況下，本協議中英文版本的解釋或涵義如有任何差異，客戶和復星國際證券同意概以中文版本為準。

## 16. Governing law and jurisdiction 適用法律及司法管轄權

- 16.1 This Agreement and all rights, obligations and liabilities arising therefrom shall be governed by and construed in accordance with the laws of Hong Kong.

本協議及其中的一切權利、義務及責任均受香港法律管轄並應據此詮釋。

- 16.2 The parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising out of or in connection with this Agreement. Notwithstanding the foregoing, the parties hereby further agree that such submission to the non-exclusive jurisdiction shall not prejudice FISL's right to commence legal action against the Client before the competent court of any other relevant jurisdictions.

就本協議所產生或與之有關的所有事宜而言，雙方謹此同意接受香港法院的非專屬司法管轄權管轄。儘管有上述規定，雙方謹此進一步同意，接受該非專屬司法管轄權管轄並不影響復星國際證券於任何其他相關司法管轄區內具有司法管轄權的法院向客戶提出法律訴訟之權利。

### 16.3 Appointment of Process Agent 委任法律文件接收人

If the Client is not a resident or does not have a place of business in Hong Kong, the Client, by signing his/her/their names in the "CLIENT'S ACKNOWLEDGEMENT AND CONSENT" section of the Account Opening Form, irrevocably appoints FH Finance Company Limited as the Client's process agent to receive and acknowledge on his/her/their behalf service of any writ, summons, order, judgment or other notices of legal process in Hong Kong arising out of or in connection with his/her/their Account, the Account Opening Form, this Agreement and/or any ancillary documents thereto. The Client agrees that any service of any legal process on the process agent shall constitute sufficient service on the Client for the purpose of legal proceedings in the courts of Hong Kong. Nothing herein shall affect the right of Fosun International Securities Limited to serve process in any other manner permitted by law.

倘若客戶不是香港居民或沒有香港營業地址，則客戶在開戶表格的「客戶確認及簽署」一節簽署他/她/

他們的名字，即代表其謹此不可撤銷地委任復利財務有限公司為客戶之法律文件接收人，負責接收及確認在香港因他／她／他們的帳戶、開戶表格、本協議及／或任何其他其附屬文件產生或與之有關而送達之令狀、傳訊、命令、判決書或其他法律程序通知。客戶同意將法律文件送達法律文件接收人，就香港法院的法律程序而言，已構成對客戶妥善送達。本條款所載任何條文均不應影響復星國際證券有限公司以法律許可的任何其他方式送達法律程序文件的權利。

## 17. Currency Conversion 貨幣轉換

17.1 In the event that the Client directs FISL to enter into any Transactions on the Account(s) in any currency other than the currency that the Client has in the Account(s), any profit or loss arising as a result of fluctuations in the exchange rates between the relevant currencies will be entirely for the Account and at the risk of the Client, and will accordingly be credited or debited (as the case may be) to the Account at the exchange rate determined by FISL to be the then prevailing market exchange rate, and such determination shall be binding on Client. The Client is also responsible for an expense and charges that may be incurred as a result of such foreign exchange.

倘客戶指示復星國際證券以客戶在帳戶中擁有的貨幣以外的任何貨幣進行交易，則由於相關貨幣之間的匯率波動而產生的任何利潤或損失將全部歸於帳戶並由客戶承擔風險，且將按照復星國際證券釐定為當時市場匯率的匯率於帳戶內相應貸記或借記（視情況而定），有關匯率釐定對客戶具有約束力。客戶需承擔因此類外匯而可能產生的費用和收費。

## 18. Product Recommendation and Own Judgment 產品建議及獨立判斷

If FISL solicits the sale of or recommend 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 FISL may ask the Client to sign and no statement FISL may ask the Client to make derogates from this Clause. For clarity, the term "Financial product" in this Clause means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

倘若復星國際證券向客戶招攬銷售或建議任何金融產品，該金融產品必須是復星國際證券經考慮客戶的財政狀況、投資經驗及投資目標後認為合理地適合客戶的產品。本協議的其他條文或任何其他復星國際證券可能要求客戶簽署的文件及復星國際證券可能要求客戶作出的聲明概不會減損本條款的效力。為清晰起見，本條款中的「金融產品」一詞指《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，其只適用於由獲發牌從事第3類受規管活動之人士所買賣的產品。

## 19. Joint Account 聯名帳戶

19.1 Where the Client consists of more than one person:

在客戶由多於一名人士組成的情況下：

- (a) the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to all, any or each of them;  
每一方的責任和義務應為共同及個別的責任和義務，並且根據文義要求，所提及的客戶應被解釋為所有、任何或每一個客戶。
- (b) for the avoidance of doubt, where the Client consists of more than one person, on the death of any of such persons (being survived by any other such persons), this Agreement shall not be terminated and the interest in the Account(s) (where in respect of this Clause 19, the term "Account" will be interpreted specifically and exceptionally to include Margin Accounts) of the deceased will thereupon vest in and enure for the benefit of the surviving person(s) provided that any liabilities incurred by the deceased Client shall be enforceable by FISL against such deceased Client's estate. The surviving person(s) shall give FISL written notice immediately

upon any of them becoming aware of any such death;

為免生疑問，在客戶由多人組成的情況下，在任何人死亡後（但任何其他人士仍然在世），本協議不應終止，而死者在帳戶（就本第 19 條而言，「帳戶」一詞將被特別解釋為包括保證金帳戶）內的權益將歸屬於尚存者，使尚存者受益，惟身故客戶已招致的任何責任應由復星國際證券對身故客戶的遺產強制執行。尚存者應在其中任何一人知悉任何人士死亡後立刻向復星國際證券發送書面通知。

- (c) unless otherwise directed, FISL may accept Instructions from, give receipts to and for all purposes deal with any one of such persons without notice to the other person(s) and FISL is not responsible for determining the purposes or propriety or otherwise of an Instruction FISL receives from any such person(s) or for the disposition of payments or deliveries of Securities among such person(s). Notwithstanding the foregoing, FISL reserves the sole and absolute right to require written Instructions from all such persons as it deems fit to do so; and

除非另有指示，復星國際證券無須通知其他人即可接受任何一人的指令、向其發出收據及就任何目的與其進行交易。復星國際證券不負責確定從該等人士收到的指令的目的、適當性或其他事宜，亦不負責於該等人士之間處置付款或交付證券。儘管有上述規定，復星國際證券保留在它認為適當時從所有該等人士獲取書面指令的唯一及絕對權利；及

- (d) any notice, payment or delivery by FISL to any one of the joint Account holders shall be a full and sufficient discharge of FISL's obligations to notify, pay or deliver under this Agreement regardless of whether such notice, payment or delivery are made before or after the death of any one of more of such persons.

復星國際證券對任何聯名帳戶持有人的任何通知、付款或交付，應視為對其在本協議項下的通知、付款或交付義務的全面和充分的履行，無論該通知、付款或交付是在任何一名或多名該等人士死亡前還是死亡後作出。

## 20. Indemnification 彌償

The Client agrees that FISL and FISL's directors, officers, employees and agents shall not be liable for any delay or failure to perform any of FISL's obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which FISL, FISL's directors, officers, employees or agents do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikers. The Client further agrees to indemnify FISL and FISL's officers, employees and agents on demand for any loss, cost, claim, liability or expense arising out of or in connection with any breach by the Client of the Client's obligations hereunder including any reasonable costs incurred by FISL in collecting any debts due to FISL or in connection with the closure of the Account.

客戶同意，倘若復星國際證券以及復星國際證券的董事、高級職員、僱員和代理人因其無法控制的任何條件或情況而直接或間接導致其延遲或未能按照本協議履行任何義務或招致任何損失，則復星國際證券以及復星國際證券的董事、高級職員、僱員和代理人無須就此負責，包括但不限於政府限制、交易所或市場規定、交易暫停、電子或機械設備或通訊線路故障、電話電傳或其他通訊故障、未經授權取用、失竊、戰爭（無論是否已宣戰）、惡劣天氣、地震和罷工等。客戶進一步同意，會應要求賠償復星國際證券以及復星國際證券的董事、高級職員、僱員和代理人因客戶違反其於本協議項下的義務而產生或與之相關的任何損失、成本、索賠、債務或費用，包括復星國際證券因追收欠付其之債務而產生或與關閉帳戶有關的合理費用。

## 21. Northbound Trading 北向交易

- 21.1 The Client acknowledges that day trading order and naked short selling are not permitted under SHHK Connect/SZHK Connect. The shares purchased by the Client through SHHK Connect/SZHK Connect cannot be sold before settlement. FISL shall have the discretion and right to reject any day trading, short selling or other orders that it considers not to be in compliance with applicable laws. All trading under SHHK Connect /SZHK Connect must be conducted on SSE/SZSE and no over-the-counter or manual trades are allowed.

客戶確認，滬港通 / 深港通不允許回轉交易及無備兌賣空活動。客戶通過滬港通 / 深港通買入的股份不能在結算前沽出。復星國際證券有權拒絕任何回轉交易、賣空交易或其認為不符合適用法律規定的其他訂單。所有滬港通 / 深港通交易須在上交所和深交所進行，任何場外交易或非自動對盤交易均不被允許。

- 21.2 If the Client's A-shares are kept outside of FISL, the Client must transfer those A-shares to the respective CCASS accounts of FISL before the market opens on the day of selling. The Client agrees to comply with any requirements relating to pre-trade checking mandated by FISL. FISL shall have the right to reject any sell orders and perform such actions it considers necessary if the Client fails to meet any applicable pre-trade checking deadline.

倘若客戶在復星國際證券之外的機構持有 A 股，客戶須於沽出日開市前將該等 A 股轉入復星國際證券相應的中央結算及交收系統帳戶。客戶同意遵守有關復星國際證券授權的交易前檢查的任何規定。倘若客戶未在規定期限內完成交易前檢查，復星國際證券有權拒絕任何沽出訂單，並採取其認為必要的措施。

- 21.3 Foreign shareholding restriction is in place and FISL shall have the right to "force-sell" the Client's shares upon receiving any forced-sale notification (a "Forced-sale Notice") from SHHK Connect/SZHK Connect Authorities. Where FISL receives Forced-sale Notice from SHHK Connect/SZHK Connect Authorities or other regulators requiring FISL to sell and liquidate any SHHK Connect/SZHK Connect Securities owned by the Client, FISL shall have the right to request the Client to sell and liquidate such SHHK Connect/SZHK Connect Securities within the time period specified by the relevant SHHK Connect/SZHK Connect Authority. The Client shall further authorize FISL to sell or arrange for the sale of such Securities at such time and on such price and terms as FISL determines in its absolute discretion as necessary or desirable to comply with applicable laws. Where SHHK Connect/SZHK Connect Securities owned by the Client that are the subject of a Forced-sale Notice have been transferred from the holding of the clearing participant that settled the relevant Northbound buy order (the "Original CP") to another clearing participant or custodian (the "Recipient Agent"), the Client authorizes FISL to provide Instructions to the Recipient Agent on the Client's behalf to return the relevant SHHK Connect/SZHK Connect Securities to the Original CP for sale and liquidation in accordance with all applicable laws and regulations. This Clause shall survive termination of this Agreement.

實施境外持股量限制：復星國際證券有權於接獲滬港通 / 深港通機構的強制出售通知（「強制出售通知」）後「強制沽出」客戶的股份。復星國際證券接獲滬港通 / 深港通機構或其他監管機構要求復星國際證券沽出和清算客戶擁有的任何滬港通 / 深港通證券的強制出售通知後，復星國際證券有權要求客戶在相關滬港通 / 深港通機構指定的期限內沽出和清算該等滬港通 / 深港通證券。客戶進一步授權復星國際證券，根據其絕對酌情權釐定屬必要或適當的時間、價格和條款沽出或安排沽出該等證券，以遵守適用法律。倘若客戶所擁有的滬港通 / 深港通證券被列作強制出售通知的標的，且有關證券已經從結算相關北向買入訂單的結算參與人（「原有結算參與人」）轉由另一名結算參與人或託管人（「接收代理人」）持有，則客戶授權復星國際證券代表客戶向接收代理人發出指令，將相關的滬港通 / 深港通證券返還給原有結算參與人，以根據所有適用的法律和法規進行出售和清算。本條款在本協議終止後繼續有效。

- 21.4 The Client agrees to comply with all applicable laws including but not limited to the business and trading rules and regulations of SSE/SZSE and other applicable laws of Mainland China relating to Northbound trading. The Client agrees to comply and understand fully the Mainland China's rules and regulations in relation to short-swing profits, disclosure obligations and follow such rules and regulations accordingly. Under PRC regulations, the "short swing profit rule" may require the Client to return any profits made from purchases and sales in respect of SHHK Connect/SZHK Connect Securities if (a) the Client's shareholding in the relevant listed company exceeds the threshold prescribed by the SHHK Connect/SZHK Connect Authority from time to time; and (b) the corresponding purchase and sale transaction occurs within six months (or such other prescribed time). The Client agrees to comply with all disclosure of interests obligations within the period specified by the relevant SHHK Connect/SZHK Connect Authorities. This Clause shall survive termination of this Agreement.

客戶同意遵守所有適用法律，包括但不限於上交所 / 深交所的業務和交易規則以及中國內地與北向交易相關的其他適用法律。客戶同意完全遵守並完全了解中國內地有關短線交易利潤及披露義務的規則和規定，

並相應遵守該等規則和規定。根據中國內地法規，倘若(a)客戶於相關上市公司的持股量超過滬港通 / 深港通機構不時規定的門檻; (b)相應的買賣交易發生在六個月(或其他規定時間)內, 則「短線交易利潤規則」或會要求客戶退還買賣滬港通 / 深港通證券所獲得的任何利潤。客戶同意在相關滬港通 / 深港通機構規定的期限內遵守所有權益披露義務。本條款在本協議終止後繼續有效。

- 21.5 FISL shall have the right to cancel the Client's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong or any other incident beyond the reasonable and practical control of FISL which may affect order placing or settlement of the Transaction. The Client may not be able to send in the Client's order cancellation requests in case of contingency such as when SEHK loses its communication lines with SSE/SZSE and other relevant entities and the Client shall still bear the settlement obligations if the orders are matched and executed. The Client acknowledges that SEHK may upon SSE's/SZSE's request, require FISL to reject orders from the Client. FISL will not be liable to the Client for any orders that have been cancelled or rejected by SEHK, SSE/SZSE or any SHHK Connect/SZHK Connect Authorities.

復星國際證券有權緊急情況下取消客戶訂單, 例如在香港懸掛 8 號颱風信號, 或超出復星國際證券合理實際控制並可能影響訂單下達或交易結算的任何其他事件。倘若發生緊急情況(例如聯交所失去與上交所 / 深交所和其他相關實體的通訊線路), 則客戶可能無法發送其訂單取消請求, 而倘若訂單已獲匹配並執行, 則客戶仍將承擔結算義務。客戶確認, 聯交所可能會根據上交所 / 深交所的要求, 要求復星國際證券拒絕客戶的訂單。對於任何已被聯交所、上交所 / 深交所或任何滬港通 / 深港通機構取消或拒絕的訂單而言, 復星國際證券無須對客戶承擔任何責任。

- 21.6 The Client agrees that if the SSE/SZSE Rules are breached, or the disclosure and other obligations referred to in the SSE/SZSE Rules are breached, SSE/SZSE has the power to carry out an investigation, and may, through SEHK (or any other governmental or regulatory body), require FISL to provide relevant information and materials relating to the Client and any Transactions and to assist in investigation. The Client hereby authorizes FISL to (a) comply with such disclosure requirements as FISL deemed appropriate; and (b) forward the Client's identity and any Transactions information to SEHK (or any other governmental or regulatory body) which may on-forward to SSE/SZSE for surveillance and investigation purposes. This Clause shall survive termination of this Agreement.

客戶同意, 倘若違反上交所 / 深交所規則, 或違反上交所 / 深交所規則中所述的披露和其他義務, 上交所 / 深交所所有權進行調查, 並可通過聯交所(或任何其他政府或監管機構), 要求復星國際證券提供與客戶和任何交易有關的相關資料和材料協助調查。客戶謹此授權復星國際證券(a)遵守復星國際證券認為合適的披露要求; 及(b)將客戶的身份及任何交易資料轉交至聯交所(或任何其他政府或監管機構), 而該等資料可能會轉交至上交所 / 深交所, 以作監管及調查之用。本條款在本協議終止後繼續有效。

- 21.7 The Client acknowledges that SSE/SZSE may request SEHK to require FISL to (a) issue warning statements (verbally or in writing) to the Client and/or (b) cease to provide Northbound trading service to the Client through SHHK Connect/SZHK Connect. FISL shall not be held liable for its actions or inactions by reasons of following any requests of SSE/SZSE or SHHK Connect/SZHK Connect Authority. This Clause shall survive termination of this Agreement.

客戶確認, 上交所 / 深交所可要求聯交所要求復星國際證券(a)向客戶發出警告聲明(口頭或書面)及 / 或(b)停止通過滬港通 / 深港通向客戶提供北向交易服務。復星國際證券無須就其遵循上交所 / 深交所或滬港通 / 深港通機構的任何要求而進行的作為或不作為承擔任何責任。本條款在本協議終止後繼續有效。

- 21.8 The Client acknowledges and agrees that the HKEX, SEHK, SSE/SZSE, their subsidiaries and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by FISL, the Client or any third parties arising from or in connection with Northbound trading or any order routing system (including the China Stock Connect System). This Clause shall survive termination of this Agreement.

客戶確認並同意, 復星國際證券、客戶或任何第三方若因北向交易或任何訂單路由系統(包括中國股票連



接系統) 而直接或間接遭受任何損失或損害, 港交所、聯交所、上交所 / 深交所、其子公司及其各自的董事、僱員和代理人概不負責。本條款在本協議終止後繼續有效。

- 21.9 Northbound trades will follow the A-Shares settlement cycle. For settlement of SHHK Connect/SZHK Connect Securities trades, CSDCC will debit or credit the securities accounts of its participants (including HKSCC as clearing participant) on T day free of payment. FISL may have settlement arrangements in place different from the CSDCC settlement arrangements. Unless FISL agrees to prefund or other settlement arrangements, settlement of funds relating to such trading will be effected on T+1 day.

北向交易將遵循 A 股結算週期。對於滬港通 / 深港通證券交易的結算, 中證登將在 T 日免費借記或貸記其參與人 (包括香港結算公司作為結算參與人) 的證券帳戶。復星國際證券可能會採用與中證登不同的結算安排。除非復星國際證券同意預付費用或另作結算安排, 否則與此類交易有關的資金結算將在 T+1 日進行。

- 21.10 The Client will be fully responsible for any taxes in respect of SHHK Connect/SZHK Connect Securities under SHHK Connect/SZHK Connect, including without limitation, any capital gains tax (if any) or other Hong Kong and/or PRC taxes. If any taxes becomes payable in respect of the Client's order or account, FISL may withhold or deduct the relevant amount from the Client's account and the Client shall be liable for any shortfall. The Client will indemnify FISL on a full indemnity basis from and against all taxes which FISL may incur in connection with any SHHK Connect/SZHK Connect Securities which the Client holds or trades or otherwise deal in. This Clause shall survive termination of this Agreement.

客戶將全權負責滬港通 / 深港通下滬港通 / 深港通證券的任何稅項, 包括但不限於任何資本增值稅 (如有) 或其他香港及 / 或中國稅項。倘若就客戶的訂單或帳戶應支付任何稅款, 復星國際證券可從客戶的帳戶中預提或扣除相關金額, 而客戶應負擔任何不足的差額。客戶將全面賠償復星國際證券其可能因客戶持有或交易或以其他方式處理任何滬港通 / 深港通證券而產生的所有稅款。本條款在本協議終止後繼續有效。

- 21.11 The Client accepts the risks concerned in Northbound trading and SHHK Connect/SZHK Connect, including but not limited to prohibition of trading SSE/SZSE Securities, being liable or responsible for breaching any applicable laws. The Client shall read, understand and accept the Risk Disclosure Statements, which have been uploaded to our FISL's website, relating to SHHK Connect/SZHK Connect contained herein. The Client understands that the said Risk Disclosure Statements may not cover all risks related to SHHK Connect/SZHK Connect and any above mentioned laws, rules and regulations are subject to change.

客戶接受北向交易和滬港通 / 深港通的相關風險, 包括但不限於禁止買賣上交所 / 深交所證券, 對違反任何適用法律承擔責任。客戶應閱讀、理解並接受已上載至復星國際證券網站的與本文件所載滬港通 / 深港通相關的風險披露聲明。客戶了解上述風險披露聲明可能未涵蓋與滬港通 / 深港通相關的所有風險, 且任何上述法律、規則和規定可能會有所變更。

- 21.12 If there are insufficient Renminbi funds in the Client's account to settle a Northbound buy order or any other payment obligations at the time the order is placed, the Client authorizes FISL to convert on the Client's behalf any funds in another currency into Renminbi for the purposes of settlement thereof. Such currency conversion may be carried out automatically by FISL without prior notice to the Client and at such rates reasonably determined by FISL. Any risk, loss or cost resulting from any conversion of one currency into another currency pursuant to this clause shall be borne by the Client. If there are insufficient Renminbi funds in the Client's account, it is possible that the purchase or settlement may be delayed or fail and the Client may not acquire title to, sell or transfer the relevant SHHK Connect/SZHK Connect Securities. This Clause shall survive termination of this Agreement.

倘若客戶帳戶中的人民幣資金不足以在下單時結算北向買入訂單或任何其他付款義務, 客戶授權復星國際證券代表客戶將任何其他貨幣的資金轉換為人民幣以進行有關交易的結算。此類貨幣兌換可由復星國際證券按其合理釐定的匯率自動執行, 而無須另行向客戶發出事先書面通知。根據本條款將一種貨幣兌換成另一種貨幣所產生的任何風險、損失或成本概由客戶承擔。倘若客戶帳戶中的人民幣資金不足, 則買入或結算可能會延遲或失敗, 客戶可能無權沽出或轉讓相關滬港通 / 深港通證券。本條款在本協議終止後繼續有

效。

- 21.13 The Client shall be responsible for all trading fees and costs in relation to the Client's SHHK Connect/SZHK Connect trading. The Client will indemnify FISL 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 FISL providing any services to the Client in respect of this Agreement, including without limitation, any expenses and costs (including legal costs) which FISL may incur in connection with any Instructions given by the Client and/or any SHHK Connect/SZHK Connect Authorities. This Clause shall survive termination of this Agreement.
- 客戶應負責與滬港通 / 深港通交易相關的所有交易費用和成本。客戶將全額賠償復星國際證券其因就本協議向客戶提供任何服務而直接或間接產生的任何申索、要求、訴訟、法律程序、損害、成本、費用、損失和所有其他責任，包括但不限於復星國際證券可能因客戶及 / 或任何滬港通 / 深港通機構發出的任何指示而產生的任何費用和成本（包括法律費用）。本條款在本協議終止後繼續有效。

## **22. No Third Party Right 無第三方權利**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any provision of this Agreement.

非本協議訂約方之人士無權根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本協議或享有本協議任何條款的利益。

## PART 2B - ADDITIONAL TERMS AND CONDITIONS FOR MARGIN ACCOUNT

### 第 2B 部分 - 保證金帳戶的附加條款及條件

1. This Part 2B sets out the additional terms and conditions to which the Client shall be further subject upon FISL approving the Client to engage in Margin trading and to open a Margin Account with FISL in relation to Transactions carried out in connection therewith. This Part 2B supplements, and shall be read in conjunction with, Part 2A and (as and when applicable) Part 2C of this Agreement. Where any conflict arises between provisions of this Part 2B and the provisions in the rest of this Agreement, the provisions of the former shall prevail where it relates to Margin trading.

本第 2B 部分列出了復星國際證券批准客戶進行保證金交易及為進行有關交易於復星國際證券開立保證金帳戶後，客戶應進一步遵守的附加條款和條件。本第 2B 部分補充，並應與本協議第 2A 部分和（在適用時）第 2C 部分一併閱讀。倘若本第 2B 部分的條文與本協議其餘部分的條文之間發生任何衝突，則在與保證金交易相關時應以前者的條文為準。

2. The Client shall in this Part 2B be referred to as Margin Client. Terms defined in Part 1 and Part 2A of this Agreement have the same meanings in this Part 2B unless stated otherwise.

本第 2B 部分所述的客戶指保證金客戶。除非另有說明，否則本協議第 1 部分和第 2A 部分所定義的詞彙於本第 2B 部分具有相同涵義。

### 3. Margin Facility 保證金融資

- 3.1 The Margin Facility is extended by FISL to the Client for financing the trading of Securities in Margin Account on the terms and conditions of this Agreement and any other terms and conditions which may be indicated by FISL to the Client from time to time.

保證金融資由復星國際證券根據本協議的條款和條件及復星國際證券不時為客戶指定的任何其他條款和條件提供給客戶，為保證金帳戶內進行的證券交易提供融資。

- 3.2 The Facility Limit of the Margin Facility shall be such amount as advised by FISL to the Client from time to time. The Margin Facility is immediately repayable on demand and FISL may, in its absolute discretion, vary the terms or terminate the Margin Facility at any time it thinks fit.

保證金融資的融通限額應為復星國際證券不時告知客戶的金額。保證金融資一經要求應立即償還，且復星國際證券可全權酌情決定在其認為合適的任何時間更改條款或終止保證金融資。

- 3.3 The Client shall from time to time ensure that the debit balance outstanding in the Client's Account shall not be greater than the Margin Facility granted. FISL is authorized by the Client to draw on the Margin Facility to settle any amounts due to FISL in respect of purchase of Securities and to finance continued holding of Securities, the payment of commission, interest and any other expenses incidental to the operation of the Margin Account and any other sums owing to FISL.

客戶應不時確保客戶帳戶中未償還的借方餘額不得超過授予的保證金融資。客戶授權復星國際證券利用保證金融資來結算就買入證券而應付復星國際證券的任何款項，並為持續持有證券、支付佣金、利息以及任何其他因操作保證金帳戶產生的費用及欠付復星國際證券的任何其他款項提供資金。

- 3.4 FISL is not obliged in any way to provide financial accommodation to the Client. For the avoidance of doubt, if a debit balance arises in any Margin Account, FISL shall not be, nor shall FISL be deemed to be, obliged to make available or continue to make available any financial accommodation to the Client. In particular, but without limitation, the fact that FISL permits a debit balance to arise in any Margin Account so debited shall not imply any obligation on the part of FISL to advance monies or incur any obligation on the Client's behalf on any subsequent occasion, but without prejudice to the obligations of the Client in respect of any debit balance which FISL does permit to arise.

復星國際證券沒有義務以任何方式為客戶提供財務通融。為免生疑問，倘若任何保證金帳戶出現借方餘額，則復星國際證券沒有也不應被視為有義務向客戶提供或繼續提供任何財務通融。特別是（但不限於），復星國際證券允許任何保證金帳戶出現借記餘額的事實，並不意味著復星國際證券有義務在任何後續情況下代表客戶墊款或承擔任何義務，但不影響客戶對復星國際證券允許出現的任何借方餘額所負有的義務。

- 3.5 The Client shall provide and maintain adequate Collateral and provide such additional Collateral in the manner and within the time limit specified by FISL for the compliance with the Margin requirements set by FISL from time to time. FISL shall, in its absolute discretion, determine the amount, type and form, manner of delivery, calculation basis of permissible value and timing of the delivery of the required Collateral, from time to time.

客戶應提供並維持足夠的抵押品，並按照復星國際證券規定的方式和時限提供額外抵押品，以符合復星國際證券不時規定的保證金要求。復星國際證券應不時全權酌情決定所需抵押品的數量、類型和形式、交付方式、允許價值的計算依據以及交付時間。

- 3.6 FISL may change the margin requirements from time to time and at any time in its absolute discretion without prior notice to the Client. Any failure of the Client in providing the required Collateral will constitute an Event of Default and FISL is entitled to dispose of any of the Collateral without prior notice to the Client.

復星國際證券可隨時及不時全權酌情決定更改保證金要求，而無須事先通知客戶。客戶未能提供所需的抵押品將構成違約事件，復星國際證券有權處置任何抵押品，而無須事先通知客戶。

- 3.7 The time for provision of Collateral and for payment of Margin deposit is of the essence and if no time is stipulated by FISL in making a demand for Collateral or Margin deposit, the Client is required to comply with such demand within one hour from the time of making such demand (or in a shorter period if so required by FISL subsequently). The Client also agrees to pay immediately in full on demand any amount owing under the Margin Facility. All initial and subsequent payments for Margin deposits shall be made in cleared funds and in such currency and in such amounts as FISL may in its sole direction require.

提供抵押品和支付保證金存款的時間至關重要，倘若復星國際證券沒有就提供抵押品或保證金存款的要求規定時間，客戶必須在作出該要求的一小時內遵守此類要求（或復星國際證券其後要求的更短時間內）。客戶還同意，一經要求立即全額支付保證金融資下的任何欠款。保證金存款的所有初始和後續付款均應以已清算款項以及復星國際證券可能全權酌情要求的貨幣和金額進行。

- 3.8 The Client shall pay interest on the outstanding amount of the Margin Facilities from time to time at such rate and in such manner as determined by FISL from time to time. Interest will accrue on the outstanding amount of the Margin Facilities on a monthly compounding basis and the accrued interest shall be immediately payable at any time upon the demand made by FISL, which is entitled to deduct the accrued interest from the Margin Account after making such demand.

客戶應不時按照復星國際證券不時確定的利率和方式支付保證金融資的未償還金額的利息。利息將每月按複利計入保證金融資的未償還金額，累計利息應隨時根據復星國際證券的要求立即支付，復星國際證券於作出有關要求後，有權從保證金帳戶中扣除該等累計利息。

#### 4. Collateral 抵押品

- 4.1 The Client represents and warrants to FISL that:

客戶向復星國際證券聲明並保證：

- (a) the Collateral is legally and beneficially owned by the Client;  
抵押品由客戶合法及實益擁有；
- (b) the Client is entitled to deposit the Collateral with FISL; and  
客戶有權向復星國際證券存放抵押品；及
- (c) subject to the security interests created under this Agreement, the Collateral is and will remain free from any

lien, charge or encumbrance of any kind, and any stocks, shares and other Securities comprised in the Collateral are fully paid up.

在根據本協議創建的擔保權益的前提下，抵押品免於並且將繼續免於任何形式的任何留置權，抵押或產權負擔，並且抵押品中包含的任何股票，股份和其他證券均已全額支付。

- 4.2 The Client, as beneficial owner of the Collateral, hereby charges in favour of FISL in respect of all the secured obligations by way of first fixed charge all the Client's right, title, benefits and interests in and to the Collateral including any additional or substituted collateral and all dividends, interest paid or payable, rights, interests, money or other properties accruing or offering at any time by way of redemption, bonus, preference, options or otherwise on or in respect of the Collateral as continuing security for the payment and discharge of the secured obligations.

作為抵押品的實益所有人，客戶謹此以復星國際證券為受益人，以第一固定押記的方式，就所有擔保債務向復星國際證券押記客戶在抵押品中的所有權利、所有權、利益和權益，包括任何額外或替代抵押品和於任何時間以贖回、紅利、優先權、期權或以其他方式在抵押品上或就抵押品累積或提供的全部股息、已付或應付利息、權利、權益、金錢或其他財產，作為支付和履行擔保債務的持續擔保。

- 4.3 The Client, as a continuing security for the payment and satisfaction of all monies and liabilities under the Margin Facility which are now or at any time hereafter may be due or owing to FISL together with interest, charges by way of a first floating charge all the Collateral not at any time otherwise effectively charged or mortgaged by way of a first fixed charge under Clause 4.2. The first floating charge created by the Client under this Clause 4.3 shall crystallise into a first legal charge forthwith and automatically upon the earlier of:

客戶通過第一順位浮動押記的方式押記所有無法根據第 4.2 條規定有效地以第一順位固定押記方式押記或抵押的抵押品，作為支付和償還所有在保證金融資項下，現在或以後任何時候可能到期或應付復星國際證券的全部款項和債務（連同利息）的持續擔保。客戶根據本第 4.3 條設立的第一順位浮動押記，應在以下較早的時間即時自動固定為第一法律押記：

- (a) the creation and issue to or receipt by the Client of the relevant Collateral;  
客戶對相關抵押品的設立及發行或收取；
- (b) any corporate action, legal proceedings or other formal procedure or formal step is taken in relation to the winding up, dissolution or reorganization of the Client;  
已就客戶的清盤、解散或重組採取任何公司行動、法律程序或其他正式程序或正式步驟；
- (c) the occurrence of any Event of Default;  
發生任何違約事件；
- (d) any person taking any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Collateral; or  
任何人採取任何步驟以徵收、扣押、封存或執行任何抵押品；或
- (e) the issue of a written notice by FISL to the Client if FISL considers it desirable to convert any floating charge created pursuant to this Clause 4.3 in order to protect or preserve the security over the Collateral and/or the priority of the charge.

倘若復星國際證券認為有必要轉換根據第 4.3 條設立的任何浮動押記，以保護或保全在抵押品上的擔保及 / 或押記的優先權，則復星國際證券將向客戶發出書面通知。

- 4.4 The charge is a continuing security notwithstanding any intermediate payment, settlement of the Margin Account or satisfaction of whole or any part of secured obligations and notwithstanding any closure and subsequent opening or re-opening of such Margin Account.

即使作出任何中期付款、保證金帳戶結算或償還全部或任何部分擔保債務，亦不論該保證金帳戶的任何關閉和隨後的開立或重新開立，該項押記仍為持續擔保。

- 4.5 Whenever there is any secured obligations, FISL has the right, without prior notice or consent from the Client, to dispose of or otherwise deal with any part of the Collateral at its absolute discretion upon such terms and in such

manner it thinks fit for settlement of the secured obligations to protect its interest, in particular for the Client's failure in meeting any call for Collateral or Margin call made by FISL or significant fluctuation in market prices. In event of any deficiency after the sale of Collateral, the Client shall forthwith make good and pay on demand to FISL such deficiency.

當存在任何擔保債務時，復星國際證券有權在未經事先通知客戶或徵求客戶同意的情况下，全權酌情決定按其認為適合於清償擔保債務的條款和方式，出售或以其他方式處理抵押品的任何部分，以保護其本身權益，特別是在客戶未能滿足復星國際證券的任何抵押品或保證金催繳，或市場價格大幅波動的情况下。倘若抵押品沽出後尚有不足之數，客戶應立即作出補償，並應要求向復星國際證券支付該等不足之數。

- 4.6 The Client shall pay or reimburse FISL immediately upon demand all costs (including collection expenses and legal costs on a full indemnity basis) and expenses in connection with the enforcement or preservations of any right of FISL under this Agreement.

客戶須應要求立即支付或補償復星國際證券就強制執行或保全其於本協議項下的任何權利而產生的所有成本（包括全額賠償的托收費用和法律費用）和費用。

## 5. Securities in the Account 帳戶內證券

- 5.1 The securities of the Client in the Account shall be treated and dealt with in compliance with the provisions of the SFO and/or any applicable laws and regulations in any foreign jurisdictions. In particular, the Securities Collateral which are listed or traded on market operated by Exchange or interests in an authorized collective investment scheme (as defined in the SFO) and are received or held in Hong Kong by FISL (“**Local Securities Collateral**”) shall be:

客戶在帳戶中的證券應按照《證券及期貨條例》的規定及 / 或任何外國司法管轄區的任何適用的法律和法規對待及處理。特別是，在交易所運營所在的市場上市或交易的證券抵押品或在經授權的集體投資計劃（定義見《證券及期貨條例》）內的權益，以及復星國際證券在香港收到或持有的證券抵押品（「**本地證券抵押品**」）應當：

- (a) deposited in safe custody in a segregated account which is designated as a trust account or client account and maintained by FISL in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in Securities;

在被指定為信託帳戶或客戶帳戶的獨立帳戶中穩妥保管，該獨立帳戶由復星國際證券在香港於認可財務機構、獲證監會核准的保管人或其他獲發牌進行證券交易的中介機構維持；

- (b) deposited in an account in the name of FISL with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in Securities; or

存入以復星國際證券的名義在獲認可財務機構、獲證監會核准的保管人或其他獲發牌進行證券交易的中介機構開立的帳戶；或

- (c) registered in the name of the Client or FISL.

以客戶或復星國際證券的名義登記。

- 5.2 In respect of any Securities of the Client other than Local Securities Collateral to which the Securities and Futures (Client Securities) Rules are not applicable under the aforesaid Rules, the Client authorizes FISL in its discretion to deposit, transfer, lend, pledge, repledge or otherwise deal with such Securities to any other parties in whatsoever manner and for any purpose (including without limitation as security for financial accommodation provided to FISL) FISL thinks fit to the extent permissible by the applicable laws and regulations.

就客戶的任何證券而言，除前述規則項下不適用《證券及期貨（客戶證券）規則》的本地證券抵押品外，客戶授權復星國際證券在適用法律和法規允許的範圍內，酌情按其認為屬適合的任何方式及用途向任何其他方存放、轉讓、出借、質押、再質押或另行處理該等證券（包括但不限於作為提供予復星國際證券的財務通融的擔保）。

- 5.3 Any Securities Collateral held by FISL on behalf of the Client in the manner mentioned in the Agreement or otherwise

shall be at the sole risk of the Client and FISL has no obligation to insure the Client against any kind of risk. FISL shall not be responsible for any losses, costs, damages, interests and charges arising from or in connection with such deposition under the aforesaid clauses in the absence of bad faith or wilful default of or by FISL.

復星國際證券以本協議所述方式或其他方式代表客戶持有的任何證券抵押品應由客戶自行承擔風險，復星國際證券沒有義務為客戶針對任何類型的風險投保。在復星國際證券並無惡意或故意違約的情況下，復星國際證券無須承擔因上述條款下的陳述而產生或與之相關的任何損失、成本、損害、利息和費用。

- 5.4 For any Securities deposited with FISL which are not registered in the Client's name, any dividends or other distributions or benefits accrued in respect of such Securities which are received by FISL shall be credited to the Client's Account (or payment made to the Client as may be agreed) subject to a reasonable administration fee charged by FISL. For any Securities forming part of a larger holding of identical Securities which are held by FISL for the Client and other persons, the Client is entitled to the same share of the benefits arising on the holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by FISL.

對於存放在復星國際證券但並非以客戶名義登記的任何證券而言，復星國際證券就該等證券收到的任何股息或其他分配或利益應記入客戶帳戶（或按協定支付予客戶），復星國際證券可就此收取合理的手續費。對於構成復星國際證券為客戶和其他人士持有的大量同一證券的一部分的任何證券而言，客戶有權按其所佔的比例享有所持證券產生的利益，而復星國際證券亦可就此收取合理手續費。

- 5.5 For any Securities deposited with FISL which are not registered in the Client's name, any loss suffered by FISL arising from such Securities shall be debited from the Client's Margin Account (or payment made by the Client as may be agreed) according to the proportion of the share of the Client of the total holding.

對於存放在復星國際證券但並非以客戶名義登記的任何證券而言，復星國際證券因該等證券而遭受的任何損失將按其代表客戶持有之有關證券所佔的比例在客戶之保證金帳戶內扣除（或按協定由客戶支付有關款項）。

- 5.6 Securities purchased for the Client will be delivered to the Client (or as the Client may direct) provided that such Securities are fully paid and are not subject to any lien, and/or are not held as Collateral by FISL.

為客戶買入的證券將交付予客戶（或按照客戶的指示行事），前提是此類證券已全額支付且無任何留置權及/或並非由復星國際證券持有作為抵押品。

- 5.7 FISL is not obliged to return the Securities originally delivered or deposited by the Client but may return Securities of the same class, denominations and nominal amount and ranking to the Client.

復星國際證券無義務退還客戶最初交付或存放的證券，但可以將同一類別、面額、票面金額和等級的證券退還予客戶。

- 5.8 The Client provides its standing authority to FISL in respect of the treatment of the Client's Securities or Securities Collateral as set out below, to the extent permissible under section 7(2) of the Securities and Futures (Client Securities) Rules:

在《證券及期貨（客戶證券）規則》第7(2)條允許的情況下，客戶就其證券或證券抵押品的處置向復星國際證券提供下列常設授權：

- (a) apply any of the Client's Securities or Securities Collateral pursuant to a securities borrowing and lending agreement;  
依據證券借貸協議運用任何客戶的證券或證券抵押品；
- (b) deposit any of the Client's Securities with an authorized financial institution as Collateral for financial accommodation provided to FISL;  
將任何客戶的證券存於獲認可財務機構，作為該機構向復星國際證券提供財務通融之抵押品；
- (c) deposit any of the Client's Securities Collateral with HKSCC as Collateral for the discharge and satisfaction of FISL's clearing and settlement obligations and liabilities. The Client understands that HKSCC will have a first

fixed charge over the Client's Securities to the extent of the obligations and liabilities of FISL;

將任何客戶的證券抵押品存於香港結算公司，作為復星國際證券解除和履行結算及交收義務及責任的抵押品。客戶知悉，香港結算公司將按復星國際證券的義務及責任對客戶證券以第一順位固定方式押記；

- (d) deposit any of the Client's Securities Collateral with any other recognized clearing house, or another intermediary licensed or registered for dealing in securities, as Collateral for the discharge and satisfaction of FISL's settlement obligations and liabilities;

將任何客戶的證券抵押品存於任何其他獲認可的結算所或任何其他獲發牌或已登記進行證券交易的中介人，作為履行及清償復星國際證券之交收義務及責任的抵押品；

- (e) apply or deposit any of the Client's Securities Collateral in accordance with sub-paragraphs (a), (b), (c) and/or (d) above if FISL provides financial accommodation to the Client in the course of dealing in securities and also provides financial accommodation to the Client in the course of any other regulated activity for which it is licensed or registered;

倘若復星國際證券於證券交易過程中向客戶提供財務通融的同時，亦於其獲發牌或已登記進行的任何其他受規管活動的過程中向客戶提供財務通融，即可按照上文第(a)、(b)、(c)及/或(d)段所述運用或存放任何客戶的證券抵押品；

- (f) FISL may do any of these things without giving the Client prior notice. The Client acknowledges that this standing authority shall not affect FISL's right to dispose or initiate a disposal by FISL's associated entity of the Client's Securities or Securities Collateral in settlement of any liability owed by or on behalf of the Client to FISL, the associated entity or a third party;

復星國際證券可無須向客戶發出事先通知而採取上述行動。客戶確認，常設授權不影響復星國際證券處置或促使復星國際證券的關聯實體處置客戶的證券或證券抵押品，以償付客戶所欠或代表客戶所欠復星國際證券、其關聯實體或第三方的任何債務的權利；

- (g) the Client understands that a third party may have rights to the Client's Securities, which FISL must satisfy before the Client's Securities can be returned to the Client;

客戶知悉，客戶的證券可能受制於第三方之權利，復星國際證券須全數抵償該等權利後，方可將客戶的證券退還客戶；

- (h) the standing authority is given to FISL in consideration of FISL agreeing to continue to maintain the Securities Margin Account(s) for the Clients;

賦予復星國際證券常設授權乃鑑於復星國際證券同意繼續為客戶維持證券保證金帳戶；

- (i) the standing authority is valid for a period of twelve (12) months from its effective date;

常設授權的有效期為十二(12)個月，自常設授權生效日期起計；

- (j) the standing authority may be revoked by giving FISL written notice addressed to its Customer Service Department. Such notice shall take effect seven (7) days after the date of FISL's actual receipt of such notice; and

客戶可以向復星國際證券的客戶服務部發出書面通知，撤回常設授權書。該等通知之生效日期為復星國際證券真正收到該等通知後之7日起計；

- (k) the Client understands that the standing authority shall be deemed to be renewed on a continuing basis without the Client's written consent if FISL issues to the Client a written reminder at least fourteen (14) days prior to the expiry date of the standing authority, and the Client does not object to such deemed renewal before such expiry date. FISL shall give a written confirmation of the renewal of the standing authority to the Client within one week after the date of expiry.

客戶理解，倘若復星國際證券在常設授權的有效期屆滿前至少十四(14)日向客戶發出書面通知，提醒客戶常設授權即將屆滿，而客戶沒有在常設授權屆滿前反對常設授權續期，則常設授權應視為已續期而無須客戶發出書面同意。復星國際證券須於常設授權屆滿日起計一星期內，向客戶發出常設授權續期確認書。

5.9 The Client fully understands the requirements of the SFO and hereby authorizes FISL to use the above mentioned methods, to set-off amounts against each other and /or dispose securities held by the Client for the purpose of settling



any of the amounts payable by the Client to FISL on a cash-against-delivery basis.

客戶完全知悉證監會的要求，並謹此授權復星國際證券使用上述方法，將以銀貨兩訖形式買賣證券而產生的款項互相抵銷及 / 或為清償客戶應支付予復星國際證券的任何款項而處置客戶所持有的證券。

6. To the extent permissible by the applicable laws and regulations, the Client agrees that FISL is entitled to retain for its own benefit and not accountable to the Client for any fee, income, rebate or other benefits resulting from any lending or deposit of the securities of the Client with any third party for any purpose by FISL.

在適用的法律和法規允許的範圍內，客戶同意，復星國際證券有權為其自身利益保留及無須向客戶交代源自復星國際證券向任何第三方為任何目的借出或存放客戶的證券而產生的任何費用、收入、回扣或其他利益。

## PART 2C - ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC TRADING

### 第 2C 部分 - 電子交易的附加條款及條件

- 1 This Part 2C sets out the additional terms and conditions to which the Client shall be further subject upon the Client opening an Electronic Trading Account with FISL in relation to Transactions carried out in connection therewith. This Part 2C supplements, and shall be read in conjunction with, Part 2A and (as and when applicable) Part 2B of this Agreement. Where any conflict arises between the provisions of this Part 2C and the provisions in the rest of this Agreement, the provisions of the former shall prevail where it relates to Electronic Trading Services.

本第 2C 部分列出了客戶就進行電子交易在復星國際證券開立電子交易帳戶後應進一步遵守的附加條款和條件。本第 2C 部分補充並應與本協議第 2A 部分和（如適用）第 2B 部分一併閱讀。倘若本第 2C 部分的條文與本協議其他部分的條文發生衝突，則在與電子交易服務有關的情況下，應以前者的規定為準。
- 2 The Client shall in this Part 2C be referred to as Electronic Trading Client. Terms defined in Part 1 and Part 2A of this Agreement have the same meanings in this Part 2C unless stated otherwise.

本第 2C 部分所述的客戶指電子交易客戶。除非另有說明，否則本協議第 1 部分和第 2A 部分所定義的詞彙於本第 2C 部分具有相同涵義。
- 3 The Client acknowledges that the Electronic Trading Service is a semi-automated facility which enable the Client to operate the Account, to give Instructions to purchase, sell or otherwise deal with Securities and to receive information through FISL's website on the internet.

客戶確認電子交易服務是一項半自動的設施，使客戶可透過互聯網上的復星國際證券網站操作帳戶，發出買入、沽出或以其它方式處理證券的指示及接收資訊。
- 4 The Client acknowledges that information concerning the use, operation, policy and procedures of the Electronic Trading Services and the Account applicable at all time has been made available to the Client on the service website or other applicable wire or wireless facilities, and have read and understood the terms of which may be amended, modified and supplemented from time to time and which shall be binding on the Client in respect of the Client's use of the Electronic Trading Services and the Account. In the event of inconsistencies between the terms of this Agreement and the information, the terms of this Agreement shall prevail.

客戶確認，有關電子交易服務的使用、操作、政策和程序的資料以及隨時適用的帳戶已在服務網站或其他適用的有線或無線設施上提供給客戶，且客戶已閱讀和理解其條款可不時修訂、修改和補充，並對客戶使用電子交易服務和帳戶具有約束力。倘若本協議條款與該等資料不一致，概以本協議條款為準。
- 5 Unless otherwise notified to FISL, the Client shall be the only authorized user of the Electronic Trading Service and acknowledges that the services may require the Client to use various identification and access codes, including a password, account identification number and other user identification to access the service and the Account and that the Client shall be responsible for the confidentiality and proper use at all time of the Client's password, account identification number, user identification and account number for all Transactions initiated through the Electronic Trading Services.

除另行通知復星國際證券外，客戶應是電子交易服務的唯一授權用戶，並確認該服務可能要求客戶使用各種身份和使用代碼，包括密碼、帳戶識別號和其他用戶識別碼以使用服務和帳戶，並且客戶應負責對可隨時通過電子交易服務發起所有交易的客戶密碼、帳戶識別號、用戶識別號和帳戶號碼進行保密和合理使用。
- 6 FISL may rely on any Instructions which FISL receives from the Client via the Electronic Trading Services and FISL is not required to verify the accuracy of any such Instructions. The Client shall indemnify FISL on a full indemnity basis on demand against all losses, damages, interests, costs, expenses, actions, demands, claims, proceeds whatsoever which FISL may incur, suffer or sustain as a result of or arise from FISL's acceptance, reliance on or acting upon these Instructions.

復星國際證券可依賴經電子交易服務從客戶收到的任何指示，而無須核實任何有關指示的準確性。客戶須於被要求時，對復星國際證券因接納或依賴上述指示或按上述指示行事而招致、蒙受或承受的一切損失、損害、利息、費用、開支、行為、要求、申索、法律程序，向復星國際證券承擔全額賠償責任。

7 The Client hereby undertakes to inform FISL immediately if:

客戶謹此承諾，於下列情況出現時即時告知復星國際證券：

- (a) the Client has received acknowledgement of an Instruction or execution of any Transaction which has not been instructed by the Client;

客戶接獲並非由客戶發出的任何交易指示或執行的確認；

- (b) the Client has become aware of any loss, theft or unauthorized use of the Electronic Trading Client's password, account identification number, user identification, Account or account number, or any unauthorized use of the Electronic Trading Services or any information or data provided.

客戶已知悉電子交易客戶的密碼、帳戶識別號、用戶識別號、帳戶或帳戶號碼丟失、被盜或遭未經授權使用，或任何未經授權使用電子交易服務或提供任何資料或數據。

7.1 The Client acknowledges that FISL's website and any software or technology produced by FISL forming part of the Electronic Trading Service, are proprietary to FISL. The Client hereby undertakes that the Client shall not nor shall attempt to temper with, modify, decompile, reverse engineer or otherwise alter any part of them.

客戶確認，復星國際證券的網站以及復星國際證券開發的任何軟件或技術構成電子交易服務的一部分，均屬復星國際證券所有。客戶謹此承諾，客戶不會亦不會試圖對其中的任何部分進行調整、修改、反編譯、反向工程或以其他方式改動。

7.2 The Client acknowledges that the internet, due to unpredictable traffic congestion and other reasons, may be subject to unreliability which is beyond FISL's control. The Client acknowledges that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. The Client further acknowledges and agrees that there are risks of misunderstandings or errors in any communication and that such risks shall absolutely be borne by the Client. The Client acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given. The Client accepts the risk of receiving or gaining access to services through and communication and conducting Transactions over the internet or other electronic means of facilities.

客戶確認，由於不可預測的通訊擁塞以及其它原因，互聯網可能會受到超出復星國際證券控制範圍的不可靠性影響。客戶確認，由於該不可靠性，在傳送和接收指示及其它資料時可能出現延誤，以致延遲執行指示及/或執行指示的價格與發出指示當時的價格有所不同。客戶進一步確認及同意，任何通訊均有產生誤解或錯誤的風險，而有關風險應完全由客戶承擔。客戶確認及同意，指示一經發出後，通常不可取消。客戶接受通過互聯網或其他電子工具或設施接收或獲取服務、通信和進行交易的風險。

7.3 FISL shall not be responsible for delays in transmission, receipt or execution of any Instructions due to either breakdown or failure of transmission of communication facilities or unreliable medium of communications to any other courses beyond FISL's control.

因通訊設施損壞或傳送故障或因通訊媒介出現復星國際證券控制範圍以外的任何其他不可靠情況，導致任何指示在傳送、接收或執行上出現延誤，復星國際證券概無須負責。

7.4 The Client acknowledges that the real time quote of stock prices available under the Electronic Trading Service is provided by a third party provider appointed by FISL from time to time. The Client acknowledges that FISL shall not be responsible to the Client for any losses, costs, expenses, damages, or claims which the Client may suffer as a result of or in connection with or arising out of any aspect of such real time quote including the Client's reliance on such quote.

客戶確認，電子交易服務有關股價的即時報價是由復星國際證券不時委任的第三方供應商提供。客戶確認，客戶因上述即時報價（包括客戶倚賴有關報價）而蒙受的任何損失、費用、開支、損害或申索，復星國際證券概不負責。

## PART 3 - RISK DISCLOSURE STATEMENT AND DISCLAIMER

### 第 3 部分 - 風險披露聲明及免責聲明

The Client should be aware of the following potential risks in connection with Securities trading.

客戶應知悉以下與證券交易有關的潛在風險。

#### A. Risk Disclosure Statements for all Clients engaging in Securities trading

針對所有從事證券交易的客戶的風險披露聲明

##### **RISK OF SECURITIES TRADING 證券交易的風險**

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.

證券價格有時會非常波動。證券價格可能上漲或下跌，甚至變成毫無價值。買賣證券未必能賺取利潤，反而可能會招致損失。

##### **RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS 創業板股票交易的風險**

Growth Enterprise Market ("GEM") stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. The Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by The Exchange. GEM Companies are usually not required to issue paid announcements in gazetted newspapers. The Client should seek independent professional advice if the Client is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

創業板市場（「創業板」）股票涉及高投資風險。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。創業板股票可能非常波動且流動性很低。客戶應在審慎及仔細考慮後，才作出有關的投資決定。創業板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。現時有關創業板股票的資料只可以在交易所運作的互聯網網站上找到。創業板上市公司一般無須在憲報指定的報章刊登付費公告。倘若客戶對本風險披露聲明的內容或創業板的性質及在創業板買賣股票所涉風險有不明白之處，應尋求獨立的專業意見。

##### **RISK OF MARGIN TRADING 保證金交易的風險**

The risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client 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, the Client's collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in the Client's account and interest charged on the Client's account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of the Client's own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於有關持牌人或註冊人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。客戶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。倘若客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶同意的情況下被沽出。此外，客戶將要為客戶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，客戶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。

### **RISK OF TRADING FUTURES AND OPTIONS 期貨及期權交易的風險**

The risk of loss in trading futures contracts or options is substantial. In some circumstances, the Client may sustain losses in excess of the 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. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client’s position may be liquidated. The Client will remain liable for any resulting deficit in the Client’s account. The Client should therefore study and understand futures contracts and options before the Client trades and carefully consider whether such trading is suitable in the light of the Client’s own financial position and investment objectives. If the Client trades options, the Client should inform himself of exercise and expiration procedures and the Client’s rights and obligations upon exercise or expiry.

買賣期貨合約或期權的虧蝕風險極大。在某些情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設定了備用指示，例如「止蝕」或「限價」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。客戶可能會在短時間內被要求存入額外的保證金款額。若客戶未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉，並且客戶仍然要對其帳戶內任何因此而出現的虧欠數額負責。因此，客戶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。倘若客戶買賣期權，客戶應自行提醒自已行使和到期的程序以及在行使或到期時所享有的權利和義務。

### **RISK OF TRADING IN LEVERAGED FOREIGN EXCHANGE CONTRACTS 槓桿式外匯合約交易的風險**

The risk of loss in leveraged foreign exchange trading can be substantial. The Client may sustain losses in excess of the initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client’s position may be liquidated. The Client will remain liable for any resulting deficit in the Client’s account. The Client should therefore carefully consider whether such trading is suitable in light of the Client’s own financial position and investment objectives.

槓桿式外匯交易的虧損風險可以十分重大。客戶所蒙受的虧損可能超過客戶的最初保證金款額。即使客戶定下備用交易指示，例如「止蝕」或「限價」指示，亦未必可以將虧損局限於客戶原先設想的數額。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額。若客戶未能在指定的時間內提供所需的款額，客戶的頭寸可能會被平倉。客戶仍須就其帳戶任何內因此而出現的虧欠數額負責。因此，客戶應根據自己的財務狀況及投資目標，仔細考慮這種買賣是否適合。

### **RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE EXCHANGE 在交易所買賣納斯達克—美國證券交易所證券的風險**

The securities under the Nasdaq-Amex Pilot Program (“PP”) are aimed at sophisticated investors. The Client should consult the licensed or registered person and become familiarized with the PP before trading in the PP securities. The Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the GEM of The Exchange.

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客戶而設的。客戶在買賣該項試驗計劃的證券之前，應先諮詢持牌人或註冊人的意見和熟悉該項試驗計劃。客戶應知悉，按照該項試驗計劃掛牌買賣的證券並非以交易所主板或創業板作為第一或第二上市的證券類別加以監管。

### **RISK OF PROVIDING AN AUTHORITY TO REPLEDGE THE CLIENT’S SECURITIES COLLATERAL ETC 提供將客戶的證券抵押品再質押的授權書的風險**

There is risk if the Client provides the licensed or registered person with an authority that allows it to apply the Client’s securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client’s securities collateral for financial accommodation or deposit the Client’s securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議使用客戶的證券或證券抵押品、將客戶的證券抵押

品再質押以取得財務通融，或將客戶的證券抵押品存放為用以擔保履行及清償其結算責任及債務的抵押品，存在一定風險。

If the Client's securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if the Client consents in writing. Moreover, unless the Client is a professional investor, the Client's authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a professional investor, these restrictions do not apply.

倘若客戶的證券或證券抵押品由持牌人或註冊人在香港收取或持有，則上述安排僅限於客戶已就此給予書面同意的情況下方有效。此外，除非客戶是專業投資者，否則客戶的授權書必須指明有效期，而該段有效期不得超過 12 個月。若客戶是專業投資者，則有關限制並不適用。

Additionally, the Client's authority may be deemed to be renewed (i.e. without the Client's written consent) if the licensed or registered person issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client does not object to such deemed renewal before the expiry date of the Client's then existing authority.

此外，倘若客戶的持牌人或註冊人在有關授權書屆滿前最少 14 日向客戶發出有關提示，而客戶在當時現存授權書的屆滿日前對以此方式將該授權續期並無表示反對，則客戶的授權將會在沒有客戶書面同意的情況下被視為已續期。

The Client is not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to the Client or to allow the Client's securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to the Client the purposes for which one of these authorities is to be used.

現時並無任何法律規定客戶必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向客戶提供保證金貸款或獲准將客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向客戶闡釋將為何種目的而使用授權書。

If the Client signs one of these authorities and the Client's securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Client's securities or securities collateral. Although the licensed or registered person is responsible to the Client for the Client's securities or securities collateral lent or deposited under the Client's authority, a default by it could result in the loss of the Client's securities or securities collateral.

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出押記。儘管持牌人或註冊人對根據客戶授權借出或存放的客戶證券或證券抵押品負有責任，但上述持牌人或註冊人的違約行為可能會導致客戶損失其證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If the Client does not require margin facilities or does not wish the Client's securities or securities collateral to be lent or pledged, the Client should not sign the above authorities and ask to open this type of cash account.

大多數持牌人或註冊人均提供涉及證券借貸的現金帳戶。倘若客戶無需使用保證金融資，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述授權書及不應要求開立此類現金帳戶。

### **RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG 在香港以外地方收取或持有的客戶資產的風險**

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO 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.

持牌人或註冊人在香港以外地方收取或持有的客戶資產，須遵守有關外國司法管轄區的適用法律及法規。這些法律及法規與《證券及期貨條例》及根據該條例制訂的規則可能有所不同。因此，有關客戶資產可能不會享有或被

賦予在香港收取或持有的客戶資產所享有或被賦予的相同保障。

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

### **提供代存郵件或將郵件轉交第三方的授權書的風險**

If the Client provides the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client's account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

倘若客戶向持牌人或註冊人提供授權書，允許其代存郵件或將郵件轉交予第三方，則客戶須盡快親身收取所有有關客戶帳戶的成交單據及結單並詳細閱讀，以確保可及時偵察到任何差異或錯誤。

## **INTEREST ON TRUST ACCOUNT 信託帳戶的利息**

In accordance with Section 149 of the SFO and related rules, a licensed corporation and its associated entity must, within a specified period, deposit client money into a trust account. The client money shall be kept in the trust account until the licensed corporation and its associated entity(ies) receive Instruction from the Client to withdraw any amount from the trust account or to pay any amount to a third party for settlement purposes on behalf of the Client. The Client is reminded that for any amount which FISL deposits into the trust account, and the credit interest (if any) so generated, unless otherwise agreed in writing, will not be paid by FISL to the Client, as the Client will not be entitled to receive interest payment on any such credit balance, and FISL will not have the obligation to refund the credit interest (if any) so received to the Client, given FISL is entitled to retain the same for itself.

根據《證券及期貨條例》第 149 條和相關規則的規定，持牌法團及其有聯繫實體須在指明期間內將客戶款項存入信託帳戶。客戶資金應保存在信託帳戶中，直至持牌法團及其有聯繫實體收到客戶指示，從信託帳戶中提取任何金額或代表客戶向第三方支付任何金額用於結算目的。客戶應注意，復星國際證券存入信託帳戶的款項，及產生的利息（如有），除非另行書面約定，否則復星國際證券將不會向客戶支付，因為客戶無權收取有關任何該等結餘款項的利息，且鑒於復星國際證券本身有權保留該等利息，復星國際證券亦無義務將收到的利息（如有）退回給客戶。

## **RISK OF OFF-EXCHANGE TRANSACTIONS 場外交易的風險**

In some jurisdictions, and only then in restricted circumstances, certain firms are permitted to effect off-exchange transactions. The firm with which the Client deals may be acting as the Client's 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 higher risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Client undertakes such transactions, the Client should familiarize himself with applicable rules and attendant risks.

於若干司法管轄區，及只有在特定情況之下，某些商號獲准進行場外交易。為客戶進行交易的商號可能是客戶所進行交易的交易對手方。在這種情況下，有可能難以或根本無法為既有倉盤平倉、評估價值、釐定公平價格或評估風險承擔。因此，這些交易或會涉及更大的風險。場外交易的監管或會比較寬鬆，或須遵守不同的監管制度。客戶在進行該等交易前，應先熟悉適用的規則和伴隨的風險。

## **SECURITIES IN CUSTODY 證券託管**

The Client acknowledges and agrees that there are risks in leaving Securities in the safe custody of FISL, FISL's nominee or agent or in authorizing FISL to deposit Securities as collateral for loans or advances made to the Client or authorizing FISL to borrow or loan Securities; and that FISL will not be responsible for any damage or loss arising in connection with such safe custody nor any act, default or negligence of any independent nominee, or other third party(ies) and the Client accepts that any Securities placed and pledged with any of them are at the Client's own risk.

客戶確認並同意，將證券託管於復星國際證券、復星國際證券的代名人或代理人，或授權復星國際證券存入證券作為客戶獲得的貸款或墊款的抵押品，或授權復星國際證券借貸證券，均存在風險；復星國際證券無須就因證券託管而產生的任何損害或損失承擔責任，亦無須就任何獨立代名人或其他第三方的任何作為，違約行為或疏忽承擔責任，而客戶將自行承擔在任何該等機構託管和抵押證券所帶來的風險。



## **RISK OF TRADING RENMINBI PRODUCTS 買賣人民幣產品的風險**

1. RMB securities are subject to exchange rate fluctuations which may provide both opportunities and risks. The fluctuations in the exchange rate of RMB may result in losses in the event that the Client converts RMB into Hong Kong dollars (“HKD”) or other foreign currencies.

人民幣證券受匯率波動影響而可能產生獲利機會或虧損風險。客戶如將人民幣兌換為港元或其他外幣，可能須承受人民幣匯率波動而招致損失。

2. RMB is subject to foreign exchange control by the PRC central government. There is currently a limited pool of RMB outside the Mainland China and any tightening of foreign exchange control may adversely affect the liquidity of offshore RMB. The Client should take note of the limitations and changes thereof as applicable from time to time and allow sufficient time for exchange of RMB from/to another currency.

人民幣受中國中央政府的外匯管制所規限。現時中國大陸境外的人民幣資金有限，故任何收緊外匯管制或會對離岸人民幣的流通量構成不利影響。客戶應留意有關限制及其不時適用之變動，亦須預留充足時間以將其他貨幣兌換成人民幣 / 將人民幣兌換成其他貨幣。

3. The Client should open RMB bank accounts for money settlement purpose if the Client wishes to receive payments (such as sales proceeds and dividends) in RMB via banks.

客戶如希望透過銀行收取人民幣款項（例如銷售所得款項及股息），須開立人民幣銀行戶口作交收之用。

4. If the Clients provides a settlement sum in a currency other than RMB, FISL will convert the settlement sum to RMB at the exchange rate determined by FISL according to the prevailing exchange rate.

倘若客戶提供用於交收之款額為人民幣以外之貨幣，復星國際證券將按其根據市場當時通行匯率釐定之匯率將交收之款額兌換為人民幣。

5. RMB securities will be traded and settled in RMB. However, all trading related fees (including stamp duty, SFC transaction levy and the Exchange trading fees) shall be payable to Inland Revenue Department, SFC and Exchange by FISL, as the case maybe, on behalf of the Client in HKD. Of the settlement sum in RMB, FISL shall convert an amount equivalent to the trading related fees into HKD to settle the trading related fees. Any gain or loss arising from the currency exchange regarding the trading related fees shall be for the account of FISL instead of the Client. The Client shall not have any rights to claim any gain arising from such currency conversion.

人民幣證券將以人民幣交易及交收，但是所有交易相關費用（包括印花稅、證監會交易徵費及交易所交易費）均會由復星國際證券代表客戶以港元支付予稅務局、證監會及交易所（視情況而定）。在人民幣交收款額中，復星國際證券會將相當於交易相關費用的款額兌換成港元以結算交易相關費用。就交易相關費用進行貨幣兌換所產生的任何收益或虧損概由復星國際證券（而非客戶）承擔。客戶無權就上述貨幣兌換產生的任何收益作出任何索償。

6. For Renminbi products which involve a long period of investment, if clients redeems his investment before the maturity date or during the lock-up period (if applicable), clients may incur significant loss of principal where the proceeds may be substantially lower than the invested amount. Clients 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 lock-up period.

就該等涉及長期投資的人民幣產品而言，若客戶在到期日前或於禁售期間（如適用）贖回其投資，在所得款項遠低於客戶所投資金額的情況下，客戶可能蒙受重大本金損失。如客戶在到期日前或於禁售期間贖回投資，客戶亦可能須承擔提前贖回 / 退出之費用及收費以及損失回報（如適用）。

7. For Renminbi products investing in Renminbi debt instruments which are not supported by any collateral, such products are fully exposed to the credit risk of the relevant counterparties. Where a Renminbi product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers which may adversely

affect the performance of the Renminbi product and result in substantial loss.

就投資於人民幣債務票據但無任何抵押品擔保的人民幣產品而言，有關產品須完全承受相關交易對手方的信貸風險。若人民幣產品可能投資於衍生工具，交易對手方風險亦可能隨衍生工具發行人的違約行為而產生，從而對人民幣產品的表現造成不利影響及令投資者蒙受重大損失。

8. Renminbi products may suffer significant losses in liquidating the underlying investment, especially if such investments do not have an active secondary market and their prices have large bid / offer spread.

人民幣產品在清算相關投資時可能蒙受重大損失，尤其是若該等投資沒有活躍的二手市場，且其價格有很大的買賣差價。

## **B. Risk Disclosure Statements associated with Exchange-Traded Derivative Products 關於交易所買賣衍生產品的風險披露聲明**

### **General Major Risks associated with Exchange-Traded Derivative Products (including but not limited to the following) 關於交易所買賣衍生產品的一般主要風險（包括但不限於以下各項風險）**

#### **1. Issuer default risk 發行人違約風險**

In the event that a derivative product issuer becomes insolvent and defaults on their products, the Clients will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. The Clients should therefore pay close attention to the financial strength and credit worthiness of a derivative product issuer. Exchange-Traded Derivative Products are not asset backed. In the event of issuer bankruptcy, the Clients can lose their part of or entire investment.

倘若衍生產品發行人破產而未能履行其對所發行產品的責任，客戶只被視為發行人的無抵押債權人，對發行人所持有的任何資產均無優先索償權。因此，客戶須特別留意交易所買賣衍生產品發行人的財力及信用。由於交易所買賣衍生產品並沒有資產擔保，若發行人破產，客戶可能會損失其部分或全部投資。

#### **2. Expiry consideration 有期限性**

Most of the exchange-traded derivative products have an expiry date after which the products may become worthless. The Clients should be aware of the expiry date of the products and choose a product with an appropriate lifespan according to their investment strategies.

大部分交易所買賣衍生產品均設有到期日，到期後產品將會變得毫無價值。客戶須留意產品的到期日，並根據其投資策略挑選有效期合適的產品。

#### **3. Extraordinary price movements 價格波動幅度較大**

The market value of an exchange-traded derivative product may not match its theoretical value due to external factors, such as market supply and demand, etc.. As a result, the market value of the product may be higher or lower than the theoretical price.

交易所買賣衍生產品的市價或會因為外部因素（如市場供求等）而有別於其理論價。因此，產品的市價或會高於或低於其理論價。

#### **4. Gearing risk 槓桿風險**

Exchange-traded derivative products such as DWs and CBBCs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. The Clients should be aware that the value of an exchange-traded derivative product may fall to zero resulting in a total loss of the initial investment.

交易所買賣衍生產品（如衍生權證及牛熊證）均是槓桿產品，其價值可按相對於相關資產的槓桿比率而快速改變。客戶須留意，交易所買賣衍生產品的價值可以跌至零，導致損失全部初始投資。

#### **5. Foreign exchange risk 外匯風險**

The Clients trading exchange-traded derivative products 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's value, and also affect the price of the exchange-traded derivative product.

若客戶所買賣的交易所買賣衍生產品的相關資產並非以港元計值，則其亦須承擔匯率風險。貨幣兌換率的波動可對相關資產的價值造成不利影響，連帶影響交易所買賣衍生產品的價格。

#### **6. Liquidity risk 流通量風險**

The Exchange requires all exchange-traded derivative product issuers to appoint a liquidity provider for each issue. The role of liquidity providers is to provide two-way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, the Clients may not be able to buy or sell the product until a

new liquidity provider has been assigned.

交易所規定，所有交易所買賣衍生產品發行人要為每一次發行委任一名流通量提供者。流通量提供者的職責為就產品提供兩邊開盤以方便買賣。若流通量提供者違約或停止履行其職責，則客戶或會不能買賣產品，直至新的流通量提供者獲委任為止。

## **RISKS INVOLVED IN INVESTING CALLABLE BULL/BEAR CONTRACTS (“CBBC”) 投資可贖回牛熊證 (「牛熊證」) 的風險**

### **1. Mandatory call 強制贖回**

CBBC are a type of leveraged investment. They may involve a higher degree of risk and are not suitable for all types of Clients. The Clients should consider their risk appetite prior to buying CBBC. In any case, one should not trade in CBBC unless he/she understands the nature of the product and is prepared to lose the total amount invested, since a CBBC will be called by the issuer when the price of the underlying assets hits the call price, and that CBBC will expire early. The payoff for Category N CBBC is zero when they expire early. When Category R CBBC expire early, the holder may receive a small residual value payment, but there may be no residual value payment in some situations. Dealers may charge their clients a service fee for the collection of the residual value payment from the respective issuers.

牛熊證是一種槓桿投資。由於牛熊證可能涉及較高程度的風險，因此並不適合所有類型的客戶，客戶在買賣牛熊證前應先考慮其本身的風險承受能力。在任何情況下，除非客戶了解產品的性質，並已準備好損失所有的投資金額，否則客戶不應買賣牛熊證，因為相關資產的價格一旦觸及贖回價，發行人將會贖回牛熊證，而牛熊證將會提前到期。當提前到期時，N類牛熊證的回報將為零。若R類牛熊證提前到期，持有人可能會收到少量剩餘價值，但在若干情況下亦可能沒有剩餘價值。交易商代客戶從各發行人收取剩餘價值款項時或會向客戶收取服務費。

In general, the larger the buffer between the call price and the spot price of the underlying assets, the lower the probability of the CBBC being called, since the underlying assets of that CBBC would have to experience a larger movement in their price before it is called. However, the larger the buffer, the lower the leverage effect.

一般來說，贖回價與相關資產的現貨價相差越大，牛熊證被贖回的機會越低，因為該牛熊證的相關資產的價格需要經歷較大幅度的變動才會觸及贖回價。然而，贖回價與現貨價相差越大，牛熊證的槓桿作用便越小。

Once the CBBC is called, even though the underlying assets may bounce back in the right direction from the Clients' point of view, the CBBC which has been called will not be revived and the Clients will not be able to profit from the bounce-back.

牛熊證被贖回後，即使相關資產的價格可能會向客戶認為正確的方向反彈，已贖回的牛熊證亦不會在市場恢復買賣，因此客戶不會因價格反彈而獲利。

Besides, the MCE of a CBBC with underlying assets overseas may be triggered outside SEHK's trading hours.

另外，若屬以海外資產發行的牛熊證，強制贖回事件可能會於香港交易所交易時段以外的時間發生。

### **2. Gearing effect 槓桿作用**

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

由於牛熊證是槓桿產品，牛熊證價格在比例上的變動幅度會較其相關資產更高。若相關資產價格的走向與客戶原先預期的走向相反，則按百分比計算，客戶可能須承受較多損失。

### **3. Limited life 限定的有效期**

A CBBC has a limited lifespan, as denoted by the fixed expiry date, of three months to five years. 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 assets. A CBBC may become worthless after expiry or if the CBBC has been called early.

如固定到期日所示，牛熊證的有效期限有限，可以是3個月至5年不等。若在固定到期日前贖回，牛熊證的有效期限將變得更短。牛熊證的價值會隨著相關資產價格的變動而波動。牛熊證於到期後或遭提早贖回後可能會變得毫無價值。

#### 4. Movement of underlying assets' price 相關資產價格的走勢

Although the price of a CBBC tends to follow closely the price of its underlying assets, in some situations it may not (ie delta may not always be close to one). The price of a CBBC is affected by a number of factors, including demand for the CBBC and the 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 assets is close to the call price.

牛熊證的價格走勢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一致（即對沖值不一定接近1）。牛熊證的價格受眾多因素所影響，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1，特別是當相關資產的價格接近贖回價時。

#### 5. Liquidity 流通量

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

雖然牛熊證設有流通量提供者，但不能保證客戶將可隨時以其目標價買入 / 沽出牛熊證。

#### 6. Funding costs 財務費用

When a CBBC is called, the CBBC holders will lose the funding cost for the full period, since the funding cost is built into the CBBC price upfront at launch, even though the actual period of funding for the CBBC turns out to be shorter when there is an MCE. In any case, the Clients should note that the funding costs of a CBBC after launch may vary during its life and the liquidity provider is not obliged to provide a quote for the CBBC based on the theoretical calculation of the funding costs for that CBBC at launch.

由於牛熊證在發行時已把整個年期的財務費用計算在發行價內，因此雖然牛熊證因發生強制贖回事件而被贖回時，其實際投資年期會縮短，牛熊證持有人仍會損失整個年期的財務費用。在任何情況下，客戶須注意牛熊證推出後，其財務費用於年內或會變動，而流通量提供者並無義務根據牛熊證的財務費用於推出時的理論值計算提供報價。

#### 7. Trading of CBBC close to call price 於接近贖回價時買賣牛熊證

When the underlying assets are trading close to the call price, the price of a CBBC may become more volatile with wider spreads and uncertain liquidity. CBBC may be called at any time and trading will terminate as a result.

相關資產接近贖回價的價格買賣時，牛熊證的價格可能會變得更加波動，買賣差價可能會較闊，流通量亦可能不確定。牛熊證隨時會被贖回從而導致交易終止。

All trades executed after an MCE (ie Post MCE Trades) will not be recognized and will be cancelled. Since there may be a time lapse between the MCE and termination of trading of the CBBC, some Post MCE Trades may be cancelled even though they may have been confirmed by brokers. Clients should therefore apply special caution when a CBBC is trading close to the call price.

在強制贖回事件後執行的全部交易（即強制贖回事件後交易）將不被承認並會被取消。由於強制贖回事件發生的時間與牛熊證停止買賣之間可能有時間差，部分強制贖回事件後交易即使已獲經紀行確認，最後亦會被取消。因此，客戶買賣接近贖回價的牛熊證時需格外小心。

Issuers will announce the exact call time within one hour after the trigger of the MCE, and the SEHK will send the list of Post MCE Trades to the relevant brokers who in turn will inform their clients accordingly. If the Clients are not clear whether their trades are Post MCE Trades or if they have been cancelled, they should check with their brokers. 發行人會於強制贖回事件發生後一個小時內公佈確實的贖回時間，聯交所亦會將強制贖回事件後交易的清

單發送給有關經紀行，繼而相應通知其客戶。若客戶不清楚其交易是否屬強制贖回事件後交易或有否被取消，應向其經紀行查詢。

## 8. CBBC with overseas underlying assets 海外資產發行的牛熊證

The Clients 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 supply and demand, which are affected by various factors.

以海外資產發行的牛熊證的價格及現金結算額均由外幣兌換港元計算，因此，客戶買賣這類牛熊證需承擔匯率風險。匯率由市場供求釐定，其中牽涉的因素頗多。

Besides, CBBC issued on overseas underlying assets may be called outside the SEHK's trading hours. In such cases, the CBBC will be suspended from trading on the Exchange in the next trading session or soon after the issuer has notified the SEHK about the occurrence of the MCE. There will be no automatic suspension of CBBC by the trading systems of SEHK's securities market upon occurrence of an MCE. For Category R CBBC, valuation of the residual value will be determined on the valuation day according to the terms in the listing documents. In general, stamp duty is not applicable to cash-settled CBBC, but Clients are advised to refer to the listing documents for information regarding stamp duty.

此外，以海外資產發行的牛熊證可能會於聯交所交易時段以外的時間贖回。在該等情況下，牛熊證將會在下一個交易時段或發行人通知聯交所已發生強制贖回事件的稍後時間停止在交易所買賣。強制贖回事件發生後，聯交所證券市場的交易系統不設牛熊證自動停止機制。若屬R類牛熊證，剩餘價值會根據上市文件的條款於估值日釐定。一般而言，印花稅不適用於現金結算的牛熊證，但建議客戶參考上市文件以獲取印花稅的相關資料。

For more information on CBBCs, please visit the Exchange's webpage on Callable Bull/Bear Contracts, under the Products section: ([https://www.hkex.com.hk/products/securities/callable-bull-bear-contracts?sc\\_lang=en](https://www.hkex.com.hk/products/securities/callable-bull-bear-contracts?sc_lang=en))

有關牛熊證的進一步資料，請瀏覽聯交所網站「產品」一欄下的「牛熊證」專欄：

([http://www.hkex.com.hk/Products/Securities/Callable-Bull-Bear-Contracts?sc\\_lang=zh-HK](http://www.hkex.com.hk/Products/Securities/Callable-Bull-Bear-Contracts?sc_lang=zh-HK))

## **RISK OF INVESTING HONG KONG LISTED DERIVATIVE WARRANTS (“DW”) 投資香港上市衍生權證 (「衍生權證」) 的風險**

All things being equal, the value of a DW will decay over time as it approaches its expiry date. DWs should therefore not be viewed as long term investments.

倘若其他情況不變，衍生權證越接近到期日，價值會越低，因此不能視為長線投資。

In the event that a DW issuer becomes insolvent and defaults on their listed securities, the Clients will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. The Clients should therefore pay close attention to the financial strength and credit worthiness of DW issuers.

倘若衍生權證發行人破產而未能履行其對所上市證券的責任，客戶只被視為無抵押債權人，對發行人所持有的任何資產均無優先索償權。因此，客戶須特別留意衍生產品發行人的財力及信用。

DWs have an expiry date after which the issue may become worthless. The Clients should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

衍生權證設有到期日，產品到期後將毫無價值。客戶須留意產品的到期時間，並根據其交易策略選擇有效期合適的產品。

Prices of DWs can increase or decrease in line with the implied volatility of the underlying asset price. The Clients should be aware of the underlying asset volatility.

衍生權證的價格可隨相關資產價格的引伸波幅而升跌。客戶須注意相關資產的波幅。

The Exchange requires all DWs issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, the Clients may not be able to buy or sell the product until a new liquidity provider has been assigned. There is no guarantee that the Clients will be able to buy or sell his DWs at the target prices any time he/she wishes.

交易所規定所有衍生權證發行人要為每一次發行委任一名流通量提供者。流通量提供者的職責為就產品提供兩邊開盤以方便買賣。倘若流通量提供者違約或停止履行職責，則客戶可能無法買賣產品，直至新的流通量提供者獲委任為止。不能保證客戶可以隨時按其目標價買入或沽出衍生權證。

DWs are classic leveraged products and can change in value rapidly according to the gearing ratio relative to the underlying assets. The Clients should be aware that the value of a DW may fall to zero resulting in a total loss of the initial investment. 衍生權證是典型的槓桿產品，其價值可按相對於相關資產的槓桿比率而快速改變。客戶須留意，衍生權證的價值可以跌至零，導致損失全部初始投資。

Other than basic factors that determine the theoretical price of a DW, DW price is also affected by all prevailing market forces including the demand for and supply of the DW. The market forces will be greatest when a DW issue is almost sold out and when issuers make further issues of an existing DW issue. High turnover should not be regarded as an indication that the price of a DW will go up. The price of a DW is affected by a number of factors in addition to market forces, such as the price of the underlying assets and its volatility, the time remaining to expiry, interest rates and the expected dividend on the underlying assets.

除決定衍生權證理論價格的基本因素外，衍生權證價格亦會受所有現行市場力量影響，包括衍生權證的供求情況。當衍生權證幾乎售罄和當發行人增發存量衍生權證時，市場力量影響會最大。衍生權證成交額高不應視作其價格會上升。除市場力量外，衍生權證的價格還受其他眾多因素影響，如相關資產的價格及其波幅、到期前的剩餘時間、利率及相關資產的預期股息。

For more information on DWs, please visit the Exchange's webpage on Derivative Warrants, under the Products section:

([https://www.hkex.com.hk/Global/Exchange/FAQ/Products/Securities/DW?sc\\_lang=en](https://www.hkex.com.hk/Global/Exchange/FAQ/Products/Securities/DW?sc_lang=en))

有關衍生權證的更多資料，請瀏覽聯交所網站「產品」一欄下的「衍生權證」專欄：

([https://www.hkex.com.hk/Global/Exchange/FAQ/Products/Securities/DW?sc\\_lang=zh-HK](https://www.hkex.com.hk/Global/Exchange/FAQ/Products/Securities/DW?sc_lang=zh-HK))

## **RISKS INVOLVED IN TRADING EXCHANGE TRADED FUNDS (“ETFs”) 交易所買賣基金（「交易所買賣基金」）交易的風險**

### **1. Market risks 市場風險**

An ETF is exposed to the economic, political, currency, legal and other risks of a specific sector or market related to the index and the market that it is tracking.

交易所買賣基金需承受基金所跟蹤的指數和市場的特定行業或市場內出現的經濟、政治、貨幣、法律及其他風險。

### **2. Tracking error risk 追蹤誤差風險**

This is the disparity between the performance of the ETF and the performance of the underlying benchmark. Tracking error may arise due to various factors such as changes in the composition of the underlying benchmark and type of ETF (e.g. physical vs synthetic), failure of the ETF's tracking strategy, impact of fees and expenses, foreign exchange differences between the base currency or trading currency of the ETF and the currencies of the underlying investments.

追蹤誤差是指交易所買賣基金的表現與相關基準的表現脫節。追蹤誤差可能由於各種因素所致，如相關基準組合及交易所買賣基金類別（如實物相對於合成）的改變、交易所買賣基金的追蹤策略失效、費用及開支的影響、交易所買賣基金的基準貨幣或交易貨幣與相關投資的貨幣之間的匯兌差額等。

### 3. Risk in trading at discount or premium to NAV 按資產淨值折讓或溢價交易的風險

As the trading price of the ETF is typically determined by the supply and demand factors, the ETF may be traded at a price higher or lower than its Net Asset Value (NAV). In the case when the ETF is terminated, the Clients who bought at a premium may suffer a loss and would not be able to recover the initial investment.

由於交易所買賣基金的交易價格通常由供求因素決定，故交易所買賣基金可能按高於或低於其資產淨值的價格買賣。若交易所買賣基金被終止，按溢價買入基金的客戶可能遭受損失且將無法收回初始投資。

### 4. Foreign exchange risk 外匯風險

The Clients trading ETFs with underlying assets which are not denominated in the same local currency are exposed to exchange rate risk. Currency rate fluctuations can adversely affect the value of the underlying asset of an ETF, thus affecting the price of the ETF.

客戶買賣涉及以不同國家貨幣計值的相關資產的交易所買賣基金須承擔匯率風險。貨幣匯率波動可對交易所買賣基金之相關資產的價值造成不利影響，繼而影響交易所買賣基金的價格。

### 5. Liquidity risk 流通量風險

Market makers help to provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more market makers, there is no assurance that active trading will be maintained. In the event that the market makers default or cease to fulfill their role, the Clients may not be able to buy or sell the ETF or may find the market price of the ETF is at a discount or premium to its NAV.

市場莊家幫助提供流通量以便利交易所買賣基金之交易。儘管大多數交易所買賣基金均有一個或以上的市場莊家，概無法保證有關市場莊家能一直維持買賣活躍。若市場莊家違約或停止履行職責，客戶或會不能買賣該交易所買賣基金，或發現交易所買賣基金的市價相對資產淨值有所折讓或溢價。

### 6. Stock lending risk 股票借貸風險

An ETF involved in stock lending may face the risk of the borrower's failure to return the securities according to agreement, and resulting in losses in the ETF.

涉及股票借貸活動的交易所買賣基金可能需要面對借股人未按協議償還證券的風險，從而導致交易所買賣基金出現虧損。

### 7. Credit/Counterparty risk 信貸 / 交易對手方風險

The Clients investing in an ETF that adopt a synthetic replication investment strategy are exposed to the credit risk of the counterparty that provides the fund with indirect access to the market or index. If the fund invests in a structured note that replicates the index performance, it is subject to the credit risk of the note issuer.

倘若客戶投資於採用合成複製投資策略的交易所買賣基金，則須承受有關為基金提供進入市場或指數的間接渠道的交易對手方的信貸風險。倘若基金投資於複製指數表現的結構性票據，則須承擔票據發行人的信貸風險。

Due to restricted market access and limited investment quotas, some ETFs adopting the synthetic replication investment strategy have limited scope to diversify their counterparty risk exposure and could only rely on buying structured notes from one or a few counterparties for risk diversification.

由於進入市場受限和投資配額有限，部分採用合成複製投資策略的交易所買賣基金只能在有限範圍內分散其交易對手方的風險，並須倚賴買入來自一個或數個交易對手方的結構性票據來分散風險。



Some ETFs adopting the synthetic replication investment strategy by buying structured notes use collateral and/or their own securities portfolio to reduce their exposure to the note counterparties. However, the Clients should also be aware of the counterparty risk falling outside the scope of the collateral.

部分透過購入結構性票據以採用合成複製投資策略的交易所買賣基金，會利用抵押品及／或本身的證券投資組合以減低其所承受的有關票據交易對手方的風險。然而，客戶亦須注意抵押品擔保範圍以外的交易對手方風險。

## **RISKS INVOLVED IN INVESTING EQUITY LINKED INSTRUMENT (“ELIs”) 投資股票掛鈎票據的風險**

### **1. Possibilities of losing investment 損失投資的可能性**

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

倘若相關證券價格的變動與客戶的投資觀點相悖，則客戶或會損失其投資的部分或全部。

### **2. Exposure to equity market 承受股本市場風險**

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

客戶需承受相關證券及股票市場的價格變動、派息及公司行動的影響以及交易對手方風險。客戶要有心理準備承擔收到低於其初始投資的相關股份或款項的風險。

### **3. Price adjustment 價格調整**

The Clients 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. The Clients should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.

客戶應注意，相關證券的任何派息或會因除息定價而影響其價格及股票掛鈎投資於屆滿時的回報。客戶亦應注意，發行人可能會因應相關證券的公司行動而對股票掛鈎票據作出調整。

### **4. Potential yield 潛在收益**

The Clients 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 Exchange have not taken fees and charges into consideration.

客戶應向經紀行查詢買賣股票掛鈎票據及於到期時進行付款 / 交收所涉及的的相關費用及收費。交易所發佈的潛在收益並沒有將這些費用及收費計算在內。

### **5. Interest rates 利率**

While most ELIs 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 individual ELIs.

大部分股票掛鈎票據的收益可能較定期存款及傳統債券的利息為高，但投資回報僅限於個別股票掛鈎票據的潛在收益。

## **RISK OF TRADING EXCHANGE TRADED NOTES (ETNs) 交易所買賣票據 (「交易所買賣票據」) 交易的風險**

ETN is a type of unsecured, unsubordinated debt security issued by an underwriting bank, designed to provide the Clients access to the returns of various market benchmarks. The returns of ETNs are usually linked to the performance of a market benchmark or strategy, minus applicable fees. Similar to other debt securities, ETNs have a maturity date and are backed only by the credit of the issuer.

交易所買賣票據是由承銷銀行發行的無擔保、非次級債務證券，旨在為客戶提供各個市場基準的回報。交易所買賣票據的回報通常與一個市場基準或策略的表現掛鉤，並扣除適用的費用。與其他債務證券類似，交易所買賣票據設有到期日，且僅以發行人的信用作為支持。

There is no guarantee that the Clients will receive at maturity, or upon an earlier repurchase, the Client's initial investment back or any return on that investment. Significant adverse monthly performances for the Client's ETNs may not be offset by any beneficial monthly performances. The issuer of ETNs may have the right to redeem the ETNs at the repurchase value at any time. If at any time the repurchase value of the ETNs is zero, the Client's investment will expire worthless. ETNs may not be liquid and there is no guarantee that the Clients will be able to liquidate the Client's position whenever the Clients wish.

客戶無法獲保證將可於到期時或發行人提早回購時收到其初始投資或任何投資回報。客戶的交易所買賣票據的正面月度表現未必能抵銷其於該月的重大不利表現。交易所買賣票據發行人有權隨時按回購價值贖回交易所買賣票據。若於任何時候交易所買賣票據的回購價值為零，則客戶的投資將到期並變得毫無價值。交易所買賣票據可能流通性不足，概無法向客戶擔保其可隨時按其意願平倉。

In the event that the ETN issuer defaults, the potential maximum loss could be 100% of the investment amount and no return may be received, given ETN is considered as an unsecured debt instrument.

鑒於交易所買賣票據屬無抵押債務工具，若交易所買賣票據發行人違約，最大潛在損失可能是全部投資額，且不會收到任何回報。

The value of the ETN may drop despite no change in the underlying index, instead due to a downgrade in the issuer's credit rating. Therefore, by buying ETNs, the Clients get direct exposure to the credit risk of the issuer and would only have an unsecured bankruptcy claim if the issuer declares bankruptcy. The principal amount is subject to the periodic application of investor fees or any applicable fees that can adversely affect returns. Where the Clients trade ETNs with underlying assets not denominated in local currencies, the Clients are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETN price.

即使相關指數沒有變化，發行人信用評級降級亦會導致交易所買賣票據的價值下跌。因此，買入交易所買賣票據的投資者直接面臨發行人的信用風險，且在發行人宣佈破產的情況下僅擁有無抵押破產索償權。本金金額須定期扣除投資者費用或任何適用費用，該等費用會對回報產生不利影響。倘若客戶所買賣的交易所買賣票據的相關資產並非以本地貨幣計值，則客戶亦須承擔匯率風險。貨幣匯率變動對相關資產價值造成不利影響，亦會影響交易所買賣票據的價格。

The Clients may have leveraged exposure to the underlying index, depending on the product feature. The value of ETNs can change rapidly according to the gearing ratio relative to the underlying assets. The Clients should be aware that the value of an ETN may fall to zero resulting in a total loss of the initial investment.

基於產品特點，客戶可能會對相關指數有槓桿性持倉。交易所買賣票據的價值會因應其對於相關資產的槓桿比率而迅速變化。客戶應注意，交易所買賣票據的價值可能會跌至零，客戶可能損失所有初始投資。

## **RISK OF INVESTING IN STOCK OPTIONS 投資股票期權的風險**

### **1. Risk of options buyers 期權買方面對的風險**

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in cash settlement or physical delivery of the underlying interest. If the option is a futures contract, the purchaser will acquire a futures position with associated liabilities for margin. If the purchased options expire worthless, the Clients will suffer a total loss of their investment which will consist of the option premium plus transaction costs. If the Clients are contemplating investment in deep-out-of-the money options, the Clients should be aware that the remote chance of such options earning profits.

期權買方可以沖銷或行使期權或任由期權到期屆滿。行使期權會導致現金結算或實物交付相關權益。倘若期

權屬期貨合約，買方將買入一個連同相關保證金責任的期權持倉。倘若所買入之期權到期並失去價值，客戶將損失其全部投資(包括期權金另加交易成本)。倘若客戶考慮買入極價外的期權，則客戶應注意此等期權獲利之機會極微。

## 2. Risk of options sellers 期權賣方面對的風險

Selling an option generally entails considerably greater risk than purchasing an option. Although the premium received by the seller is fixed, the seller may sustain a loss exceeding that amount. The seller will be subject to additional margin requirements to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be subject to either cash settlement or physical delivery of the underlying interest. If the option is a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin. 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 may be unlimited.

沽出期權的風險通常比買入期權的風險大。雖然賣方所收到的期權金是固定款額，但賣方所蒙受的虧損卻可能超過此款額。倘若市況發生不利變動，賣方須繳付額外的保證金補倉。賣方也可能面對買家行使期權的風險，屆時賣方將有義務以現金結算或實物交付相關權益。倘若期權屬期貨合約，則賣方將取得一個連同相關保證金責任的期貨合約的持倉。倘若賣方通過持有相關權益或期貨合約的相應持倉或另一份期權對其期權作出「備兌」，則可能減低風險。倘若期權沒有備兌，則虧蝕的風險可能是無限。

Exchanges in certain jurisdictions permit deferred payment of the option premium, limiting the purchaser's margin requirements to the amount of the premium. However, the purchaser is still subject to the risk of suffering a loss of the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

若干司法管轄區的交易所允許延遲支付期權金，限制買方所承受的繳付保證金責任不超過期權金款額，但買方仍須承受虧蝕期權金和交易成本的風險。當期權被行使或到期時，買方應承擔當時尚未支付的任何期權金餘額。

## 3. Suspension or restriction 暫停或限制

The market conditions (e.g. illiquidity) and/or the operation of the certain market rules and regulations (e.g. the suspension of trading in any contract or contract month because of price limits or trading halt) may result in difficulties in trade execution or closing/reversal of positions. If the Clients have sold the options, their risk of suffering a loss may be increased.

市場情況(如，無流通量)及/或某些市場規則和法規的運作(如，由於價格限制或「停板」造成任何合約或合約月暫停交易)可導致難以執行交易或平倉/沖銷持倉量。倘若客戶已沽出期權，則可能增加虧蝕的風險。

## 4. Variable degree of risk 不同風險程度

Options trading carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate to trade and the associated risks. The Clients should calculate the extent to which the value of the options must increase for their position to become profitable, taking into account the premium and all transaction costs.

買賣期權須承擔高風險。期權買方及賣方應熟悉其預期買賣之期權種類(即認沽或認購)及附帶風險。客戶須考慮期權金及所有交易成本，計算其期權價值所需要增加的程度，以使其持倉有利可圖。

## **RISK OF INVESTING IN LEVERAGED AND INVERSE PRODUCTS (L&I PRODUCTS) 投資槓桿及反向產品的風險**

### 1. Investment risk 投資風險

Trading L&I Products involves investment risk and are not intended for all investors. There is no guarantee of repaying the principal amount.

買賣槓桿及反向產品涉及投資風險及並非為所有投資者而設。概不保證投資者可取回本金金額。

## 2. Volatility risk 波動風險

Prices of L&I Products may be more volatile than conventional exchange traded funds (ETFs) because of using leverage and the rebalancing activities.

槓桿及反向產品涉及使用槓桿和重新平衡活動，因而其價格可能會較傳統的交易所買賣基金（ETFs）更為波動。

## 3. Unlike conventional ETFs 不同於傳統的交易所買賣基金

L&I Products are different from conventional ETFs. They do not share the same characteristics and risks as conventional ETFs.

槓桿及反向產品與傳統的交易所買賣基金不同，其與傳統的交易所買賣基金具有不同的特性及風險。

## 4. Long-term holding risk 長線持有的風險

L&I Products are not intended for holding longer than the interval between rebalancing activities and are usually held for one day. The performance of L&I Products held for a period over one day may deviate from the leveraged/inverse performance of the underlying index over the same period due to the daily rebalancing and compounding effect. The deviation becomes more pronounced in a volatile market. As a result of the prolonged impact of daily rebalancing activities, volatility of the underlying index and compounding effect on the daily return, it is possible that the leveraged product may suffer a loss over time while the underlying index moves upwards or remains stable. Likewise, it is possible that the inverse product may suffer a loss over time while the underlying index moves downwards or remains stable.

槓桿及反向產品並非為持有超過重新平衡活動的間隔期間而設，一般僅持有一天。在每日的重新平衡及複合效應下，持有期間超過一天的槓桿及反向產品的表現會偏離相關指數於同期的槓桿或相反表現。在市況波動時有關偏離會更明顯。鑒於每日重新平衡活動的長期影響、相關指數的波動以及複合效應對每日回報的影響，可能會出現相關指數上升或表現平穩，但槓桿產品卻隨時間推移而蒙受損失。同樣地，亦有可能會出現相關指數下跌或表現平穩，但反向產品卻隨時間推移而蒙受損失。

## 5. Risk of rebalancing activities 重新平衡活動的風險

There is no assurance that the portfolios of L&I Products can be rebalanced on a daily basis to achieve their investment objectives. Market disruption, regulatory restrictions or extreme market volatility may adversely affect the rebalancing activities.

概無保證槓桿及反向產品每天都可以重新平衡其投資組合，以實現其投資目標。市場中斷、監管限制或市場異常波動可能會對重新平衡活動造成不利影響。

## 6. Liquidity risk 流通量風險

Rebalancing typically takes place near the end of a trading day (shortly before the close of the underlying market) to minimize tracking deviation. The frequent rebalancing activities may expose the L&I Products to market volatility and higher liquidity risk.

為盡可能減低追蹤偏離度，重新平衡活動一般會在接近交易日完結時才進行（相關市場收市前的一小段時間）。頻繁的重新平衡活動可能使有關槓桿及反向產品承受市場波動影響和面對較高的流通量風險。

## 7. Intraday investment risk 即日投資風險

The leverage factor of L&I Products may change during a trading day when the market moves but it will not be rebalanced until day end. Therefore, the return of L&I Product during the trading day may be greater or less than the leveraged/opposite return of the underlying index.

槓桿及反向產品的槓桿倍數於交易日會隨市場走勢而改變，但不會重新平衡，直至交易日完結為止。因此槓桿及反向產品於交易日內的回報有可能會多於或少於相關指數的槓桿或相反回報。

#### 8. **Portfolio turnover risk 投資組合回報風險**

Daily rebalancing causes a higher levels of portfolio transaction when compared to conventional ETFs, and thus increases brokerage fees and other transaction costs.

相對傳統的交易所買賣基金，每日重新平衡活動會導致較頻密的投資組合交易，從而增加經紀佣金和其他交易成本。

#### 9. **Correlation risk 關聯度風險**

Fees, expenses, transaction costs and the costs of using financial derivatives may reduce the correlation between the performance of the L&I Product and the leveraged/inverse performance of the underlying index on a daily basis.

費用、開支、交易成本及使用金融衍生工具的成本，可令槓桿及反向產品的單日表現與相關指數的單日槓桿 / 反向表現的關聯度下降。

#### 10. **Termination risk 終止風險**

The L&I Products must be terminated if all market makers resign. The L&I Products must be terminated at the same time when the resignation of the last market maker becomes effective.

如所有市場莊家均辭任，槓桿及反向產品必須終止。槓桿及反向產品須在最後一名市場莊家辭任生效的同時終止。

#### 11. **Leverage risk (for leveraged products only) 槓桿風險（僅適用於槓桿產品）**

The use of leverage will magnify both the gains and losses of leveraged products resulting from changes in the underlying index or, where the underlying index is denominated in a currency other than the base currency of the leveraged product, from fluctuations in exchange rates.

使用槓桿會因相關指數變動或（若相關指數的計值貨幣有別於有關槓桿產品的基礎貨幣）匯率波動而令槓桿產品的盈利和虧損倍增。

#### 12. **Unconventional return pattern (for inverse products only) 有別於傳統的回報模式（僅適用於反向產品）**

Inverse products aim to deliver daily return equivalent to the inverse underlying index return. If the underlying index moves upwards for an extended period, or where the denominated currency of the underlying index differs from the base currency of the inverse product, and the exchange rate of the denominated currency moves upwards for an extended period, inverse products can lose most or all of their value.

反向產品旨在提供與相關指數回報相反的單日回報。倘若有關指數長時間上升或（若相關指數的計值貨幣有別於有關反向產品的基礎貨幣）計值貨幣的匯率長時間上升，則反向產品可能會損失其大部分或全部價值。

#### 13. **Inverse products vs short selling (for inverse products only) 反向產品與沽空（僅適用於反向產品）**

Investing in inverse products is different from taking a short position. Because of rebalancing, the performance of inverse products may deviate from a short position in particular in a volatile market with frequent directional swings. 投資反向產品並不同於建立短倉。因為涉及重新平衡活動，反向產品的表現可能會偏離短倉表現，特別是當市況波動和走勢經常搖擺不定的時候。

#### 14. **Credit and default risks (for swap-based L&I Products) 信貸和違約風險（適用於掉期類別的槓桿及反向產品）**

Investing in swap-based L&I Products are exposed to counterparty risk and default risk of the swap counterparty and may suffer significant losses if a swap counterparty fails to perform its obligations.

投資於掉期類別的槓桿及反向產品會面對掉期交易對手方的交易對手方風險及違約風險。如掉期交易對手方未能履行其責任，則有關投資可能蒙受重大損失。

### **Futures contract risks (for futures-based L&I Products) 期貨合約風險(適用於期貨類別的槓桿及反向產品)**

Investing in futures-based L&I Products involve specific risks such as high volatility, leverage, rollover and margin risks, and are exposed to the risk that the performance of the futures contracts may deviate from the L&I Products' investment objective.

投資於期貨類別的槓桿及反向產品涉及特定風險，例如高波動性、槓桿作用、轉倉及保證金風險，且面臨期貨合約的表現有可能偏離有關槓桿及反向產品的投資目標的風險。

### **RISKS INVOLVED IN INVESTING BONDS 投資債券所涉及的風險**

There is a risk that the issuer may fail to pay the Clients the interest or principal as scheduled. When the interest rate rises, the price of a fixed rate bond will normally drop. If the Clients want to sell their bond before it matures, they may get less than their purchase price. If the Clients hold a callable bond, when the interest rate goes down, the issuer may redeem the bond before maturity. If this happens the Clients have to re-invest the proceeds, the yields on other bonds in the market will generally be less favorable.

投資債券存在發行人未能如期向客戶支付利息或本金的風險。利率上升時，定息債券的價格通常會下降。倘若客戶有意在到期前沽出其債券，所得的金額可能會低於買入價。倘若客戶持有可贖回債券，當利率下調時，發行人或會在到期前提早贖回債券。在此情況下，客戶須將所得款項再投資，而市場上其他債券的收益一般都會較為遜色。

Issuer of a bond may be unable to make the coupon and principal payments specified for a bond which the Clients invested. The rate at which coupon and principal cash flows from a bond are reinvested will be lower than the expected rate in effect when the bond was purchased. Bond market is considerably thinner than stock market, secondary market for bond trading is limited.

債券發行人可能無法支付客戶所投資債券的指定票息和本金。再投資債券的票息和本金現金流的利率將低於買入債券時的預期利率。債券市場相對於股票市場較為不活躍，二級市場的債券交易量有限。

Inflation risk is the risk that the rate of price increases in the economy deteriorates the returns associated with the bonds. The Clients are exposed to currency risk if a bond is denominated in a currency other than their home currency. There may be a single event or circumstance that could have a major effect on the ability of an issuer to repay a bond obligation.

通貨膨脹風險指經濟體中價格漲幅減損債券相關回報的風險。若債券並非以本地貨幣計值，則客戶須承受貨幣風險。可能會存在單一事件或情況，對發行人償還債券義務的能力造成重大影響。

## C. Specific Risks Relating To Securities Trading Through SHHK Connect and/or SZHK Connect

### 關於通過滬港通和/或深港通買賣證券的特定風險

#### 1. Not protected by Investor Compensation Fund 不受投資者賠償基金保護

The Client should note that any Northbound or Southbound trading under SHHK Connect and SZHK Connect will not be covered by Hong Kong's Investor Compensation Fund. As far as Hong Kong investors participating in Northbound trading are concerned, since they are carrying out Northbound trading through securities brokers in Hong Kong and these brokers are not Mainland China brokers, they are not protected by China Securities Investor Protection Fund in Mainland China.

客戶應注意，滬港通和深港通下的任何北向或南向交易均不會被香港投資者賠償基金所覆蓋。就參與北向交易的香港投資者而言，由於他們通過在香港的證券經紀行進行北向交易，而這些經紀行不是中國內地經紀行，因此不受中國內地的中國證券投資者保護基金的保護。

#### 2. Quotas used up 配額用盡

When the respective aggregate quota balance for Northbound and Southbound trading is less than the daily quota, the corresponding buy orders will be suspended on the next trading day (sell orders will still be accepted) until the aggregate quote balance returns to the daily quota level. Once the daily quota is used up, acceptance of the corresponding buy orders will also be immediately suspended and no further buy orders will be accepted for the remainder of the day. Buy orders which have been accepted will not be affected by the using up of the daily quota, while sell orders will be continued to be accepted. Depending on the situation of aggregate quota balance, buying transactions will be resumed on the following trading day.

當北向交易和南向交易各自的總配額餘額小於每日配額時，下一個交易日將暫停相應的買入訂單（仍接受沽出訂單），直到總配額餘額返回每日配額水準。一旦每日配額用盡，相應買入訂單也將立即暫停接受，當天剩餘時間內將不再接受更多買入訂單。已接受的買入訂單不會受到每日配額用盡的影響，而沽出訂單將繼續被接受。根據總配額餘額情況，買入交易將在下一個交易日恢復。

#### 3. Difference in trading day and trading hours 交易日和交易時間的差異

The Client should note that, due to differences in public holidays between Hong Kong and Mainland China or other reasons such as bad weather conditions, there may be differences in trading days and trading hours in the two markets. SHHK Connect and/or SZHK Connect will only operate on days when both markets are open for trading and when banks in both markets are open on the corresponding settlement days. Therefore it is possible that there are occasions when it is a normal trading day for the Mainland market(s) but Hong Kong investors cannot trade A-shares. The Client should take note of the days and the hours which SHHK Connect and/or SZHK Connect is open for business and decide according to his own risk tolerance capability whether or not to take on the risk of price fluctuations in A-share during the time when SHHK Connect and/or SZHK Connect is not trading.

客戶應注意，由於香港和中國內地之間的公眾假日差異或其他原因，如惡劣的天氣條件，在兩個市場中的交易日和交易時間可能存在差異。滬港通及/或深港通僅在兩個市場均開市交易及兩個市場的銀行均在相應的結算日開門營業的情況下運行。因此，有可能在內地市場的正常交易日，但香港投資者不能買賣A股。客戶應留意滬港通及/或深港通營業的日期和時間，並根據自己的風險承受能力決定是否承擔A股價格在滬港通及/或深港通不營業期間波動的風險。

#### 4. Restrictions on selling imposed by front-end monitoring 前端監控對沽出的限制

For the Client who deposits his A-share with securities companies other than FISL, if the Client wishes to sell certain A-shares he holds, the Client must transfer such A-shares to his account with FISL before the day of selling ("T day"). If the Client fails to meet this deadline, the Client will not be able to sell such A-share on T day.

對於在復星國際證券以外的證券公司存放A股的客戶，倘若客戶希望沽出其持有的特定A股，客戶必須在沽出日（「T日」）前將該A股轉入其在復星國際證券的帳戶。倘若客戶未能在這一期限內完成，客戶將無法在T日沽出該A股。

## 5. **The recalling of eligible stocks and trading restrictions 合格股票及交易限制之撤回**

A stock which is on the list of eligible stocks for trading via SHHK Connect and/or SZHK Connect may be recalled from the list for various reasons and, in such event, the stock can only be sold but cannot be bought. This may affect the investment portfolio or strategies of the Client. The Client should therefore pay close attention to the list of eligible stocks as provided and updated from time to time by SSE, SZSE and HKEX.

滬港通及 / 或深港通交易合格股票清單中的股票可以出於各種原因從清單中被撤回，在此情況下，有關股票只能被沽出，而不能被買入。這可能會影響客戶的投資組合或策略。因此，客戶應密切關注上交所、深交所和港交所不時提供和更新的合格股票清單。

Under the following circumstances, purchase of A-shares via Northbound trading will be suspended temporarily (but sale is permitted): (i) the A-shares cease to be constituent stocks of the relevant indices; (ii) the A-shares are put under “risk alert”; and/or (iii) the corresponding H shares of the A-shares cease to be traded on Exchange. The Client should also note that such A-shares may be subject to restriction of price fluctuation limits.

在下列情況下，通過北向交易買入 A 股將被暫停（但允許沽出）：(i) A 股不再是相關指數的成份股；(ii) A 股處於「風險警示」狀態；及 / 或 (iii) A 股相應的 H 股停止在交易所交易。客戶還應注意，此類 A 股可能受到價格波動限制的限制。

## 6. **Transaction costs 交易成本**

In addition to paying trading fees and stamp duties in connection with trading of A-shares, the Client carrying out Northbound trading via SHHK Connect and/or SZHK Connect should also take note of any new portfolio fees, dividend tax and tax concerned with income arising from stock transfers, which may be levied by the relevant authorities.

除了支付與 A 股交易相關的交易費用和印花稅外，通過滬港通及 / 或深港通進行北向交易的客戶還應注意，有關機構可能會徵收與股票轉讓有關的任何新投資組合費用、股息稅和有關收入所產生的稅項。

## 7. **Mainland China’s laws and regulations, foreign shareholding restrictions and disclosure obligations 中國內地法律法規，外資持股限制和披露義務**

Under SHHK Connect and SZHK Connect, A-share listed companies and trading thereof are subject to the laws and regulations and disclosure obligations of the A-share market. Any changes in relevant laws or regulations may affect share prices. The Client should also take note of the foreign shareholding restrictions and disclosure obligations applicable to A-shares. The Client may be subject to restrictions on trading and retention of proceeds as a result of his interests and shareholdings in A-shares. The Client himself is responsible for compliance with the requirements of all relevant notifications, reports and disclosure of interests.

在滬港通和深港通機制下，A 股上市公司及其股票交易須遵守有關 A 股市場的法律法規和披露義務。任何有關法律或法規的變更，均可能影響股價。客戶還應注意，適用於 A 股的外資持股限制和披露義務。客戶可能因其 A 股權益情況和 A 股股份持有情況而受到有關交易和收益保留的限制。客戶本人負責遵守所有相關通知、報告和披露權益的要求。

Under the current Mainland rules, when an investor holds up to 5% of the shares of a company listed on SSE/SZSE, the investor is required to disclose his interest within three working days during which he cannot trade the shares of that company. The investor is also required to disclose any change in his shareholding and comply with related trading restrictions in accordance with the Mainland laws.

根據現行內地規則，當投資者持有上交所 / 深交所上市公司 5% 的股份時，投資者必須在三個營業日內披露其權益，在此期間，投資者不得買賣該公司的股份。投資者還需根據中國內地法律披露其持股變動情況，並遵守相關交易限制。



According to existing Mainland practices, Hong Kong and overseas investors as beneficial owners of A-shares traded via SHHK Connect and/or SZHK Connect cannot appoint proxies to attend shareholders' meetings on their behalf.

根據現有內地慣例，香港和海外投資者，作為通過滬港通及 / 或深港通交易的 A 股的實益所有人，不能委派代理人代表其本人參加股東大會。

#### **8. Currency Risk 貨幣風險**

Northbound investments via SHHK Connect and SZHK Connect will be traded and settled in Renminbi ("RMB"). If the Client invests in A-shares with a local currency other than RMB, the Client will be exposed to a currency risk due to the need for the conversion of the local currency into RMB. During the conversion, the Client will also incur currency conversion costs. Even if the price of the RMB asset remains unchanged, the Client will still incur an exchange loss if RMB depreciates during the process of currency conversion.

通過滬港通和深港通進行的北向投資將以人民幣（「人民幣」）進行交易和交收。倘若客戶以人民幣以外的當地貨幣投資 A 股，由於需要將當地貨幣兌換為人民幣，客戶將面臨貨幣風險。在兌換過程中，客戶還將產生貨幣兌換成本。即使人民幣資產的價格保持不變，倘若人民幣在貨幣兌換過程中貶值，客戶仍將遭受匯兌損失。

If the Client invests in A-shares without converting the local currency which he holds into RMB and this results in a RMB debit balance of his account, FISL will charge debit interest on that outstanding balance.

倘若客戶在不將其持有的當地貨幣兌換成人民幣的情況下投資 A 股，導致其帳戶出現人民幣借方餘額，則復星國際證券將收取該尚未償餘額的借方利息。

**The above summary only covers part of the risks related to SHHK Connect and SZHK Connect and any above mentioned laws, rules and regulations are subject to change from time to time. The Client should visit the website of HKEX for updates and details for SHHK Connect and SZHK Connect.**

上述概要僅涵蓋與滬港通和深港通有關的部分風險，上述任何法律、規則和法規隨時可能發生變化。客戶應瀏覽港交所網站，了解滬港通和深港通的最新情況和詳細資料。

**If the aforesaid provisions are inconsistent with the rules and regulations of HKEX and SSE/SZSE, the rules and regulations of HKEX and SSE/SZSE shall prevail.**

上述條文與港交所和上交所 / 深交所的規則及規定如有不一致，概以港交所和上交所 / 深交所的規則及規定為準。

#### **D. Additional Risk Disclosure Statements related to Electronic Trading 關於電子交易的附加風險披露聲明**

##### **RISK OF ELECTRONIC TRADING 電子交易的風險**

The access, communication and conducting transactions over the internet or other electronic means or facilities involve the use of public networks and represent an attractive target for attacks by intruders. Should intruders infiltrate the electron trading system of FISL and obtain sensitive data and information or create bugs or virus which sabotages its function, the electronic trading system (including the Client's account) may be damaged. While various reasonable steps and procedures (e.g. the use of login password, cryptography, firewall) have been taken and/or implemented by FISL to protect unauthorized access to electronic trading system and the Client's account, there can be no assurance that such steps and procedures can prevent or respond to all forms of attacks in a timely or effective manner.

通過互聯網或其他電子手段或設施進行的訪問、通信和交易涉及公共網絡的使用，是入侵者攻擊的有吸引力的目標。倘若入侵者侵入復星國際證券的電子交易系統，獲取敏感數據和資料，或製造蓄意破壞其功能的漏洞或病毒，則電子交易系統（包括客戶帳戶）可能會被損壞。雖然復星國際證券已經採取及/或實施各項合理的步驟和程序（如登錄口令、密碼、防火牆的使用），以保護電子交易系統和客戶帳戶免於被未經授權使用，但無法保證這些步驟和程序能夠及時有效地預防或應對各種形式的攻擊。

If the Client executes a transaction though internet, the Client will be exposed to risks associated with the system including the failure of hardware and software. There are risks of misunderstanding or errors in any communication during electronic trading. The result of any system failure may be that the Client's order is either not executed according to the Client's Instructions or is not executed at all. FISL shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of Instructions, orders or other information (e.g. canceling or changing the Client's original Instructions or orders) to the place of execution or the transmission of reports of execution to the Client due to any failure of communication facilities, or any other delays beyond the reasonable control of FISL.

倘若客戶通過互聯網執行交易，客戶將面臨與系統相關的風險，包括硬件和軟件故障。在電子交易過程中，任何通信都存在誤解或錯誤的風險。任何系統故障均可能導致客戶的訂單未能根據客戶的指令執行，或根本未獲執行。復星國際證券概不就因任何通訊設施故障所致的該等延遲或任何其他超出復星國際證券合理控制範圍的延遲而對這些延遲的任何後果負責，包括但不限於延遲將指令、命令或其他資料（例如取消或更改客戶的原始指令或命令）傳送到執行地點，或延遲向客戶傳送執行報告。

Information and data provided through the electronic trading services relating to securities and the securities markets has been obtained from any securities exchanges and markets and from other third party service providers. Owing to market volatility, possible delay in data transmission process and other reasons, the information and data may not be (or may no longer be) accurate, complete, timely and in correct sequence. Thus any reliance on such information and data may lead to incorrect investment decisions and/or other actions.

通過與證券和證券市場有關的電子交易服務提供的資料和數據已從任何證券交易所和市場以及其他第三方服務供應商處獲得。由於市場波動、數據傳輸過程中可能的延遲及其他原因，資料和數據可能不（或可能不再）準確、完整、及時和順序正確。因此，對此類資料和數據的任何依賴均可能導致錯誤的投資決策及/或其他行動。

The Client understands that while FISL will use commercially reasonable endeavors to ensure the stability and data security of its electronic trading services, FISL does not warrant the same.

客戶知悉，復星國際證券會盡其商業上的合理努力，保障其電子交易服務的穩定性與資料安全，但復星國際證券不會就此提供保證。

## PART 4 - PERSONAL INFORMATION COLLECTION STATEMENT ("PICS")

### 第 4 部分 – 個人資料收集聲明

This Statement is, except where separate and distinctive statements are provided, applicable to the Fosun International Limited including not limited to Fosun International Securities Limited, FH Finance Company Limited and Prime Wealth Management Limited. Accordingly, references to "we", "us", or "our company" shall mean, as the case may be, the relevant company within the Group. This Statement is applicable to and is contained in all our websites, including but not limited to our websites at <https://www.fosunwealth.hk>.

除另行明確說明外，本聲明適用於復星國際有限公司，包括但不限於復星國際證券有限公司、復利財務有限公司及弘略理財有限公司。文中「我們」（視情況而定）指有關的集團成員機構。本聲明適用於並載於我們的所有網站，其中包括但不限於 <https://www.fosunwealth.hk>。

Please note that this Statement may be amended from time to time without prior notice. You are advised to check the latest version on our websites on a regular basis. Should you require any assistance and/or support, please contact our Customer Service Hotline at 852-29796988(HK) or 4001209022 (free of charge in Mainland China).

請注意，本聲明事前無須另行通知即可不時修訂，閣下應定期查閱我們網站有關最新版本。如閣下需要任何協助及/或支援，閣下應致電我們客戶服務熱線 852-29796988（香港）或 4001209022（中國內地免費）。

#### I. Privacy Policy Statement 私隱政策聲明

##### Our Pledge 我們的承諾

We are committed to safeguarding the privacy of individuals with respect to your personal data. We assure that our policies and practices, and those adopted by our affiliated and/or associated companies and agents in relation to the collection, use, retention, disclosure, transfer, security and access of your personal data comply with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "**Ordinance**"), as well as the relevant code of practice and guidances issued by the Office of the Privacy Commissioner for Personal Data, Hong Kong. The meaning of the term "personal data" adopted in this Statement is defined in the Ordinance.

我們矢志妥善處理個人資料以保障客戶的私隱。我們將確保我們、各聯營公司及/或有關聯公司及代理就收集、使用、保留、披露、傳輸、保安及存取個人資料所採用的各項政策和實務守則，均符合《個人資料（私隱）條例》（香港法例第 486 章）（下稱「**該條例**」）及由香港個人資料私隱專員公署所發出的相關實務守則及指引之規定。本聲明中「個人資料」乃依照該條例的定義詮釋。

Where our operations are subject to privacy legislation other than that of Hong Kong (such as due to our carrying out of operational functions outside of Hong Kong), this Statement shall apply so far as it is consistent with such local legislation. 如我們任何營運業務需遵從香港境外任何其他私隱法例（例如在香港境外營運），則只要不抵觸相關的地方法例，本聲明亦會適用。

##### Collection of Personal Data 收集個人資料

At times, you may be required to give your personal data and/or survey data including, but not limited to, your name, gender, age, date of birth, identity document number and/or its copy, telephone number, fax number, home address and/or its proof, email address, credit card information, bank account number and etc. Whilst some of the above requested data are optional (and the furnishing of which are subject to your voluntary choice), the refusal to provide certain requested data may render us unable to handle any application, or may deny you access to certain parts of our websites, or may otherwise defeat the objectives of your visit. If you are under the age of 18, consent from your parent or guardian is required before you give us any personal data and/or survey data.

我們或會不時要求閣下提供個人資料及/或調查資料，包括但不限於閣下的姓名、性別、年齡、出生日期、身份

證明文件號碼及 / 或其副本、電話號碼、傳真號碼、住址及 / 或其證明、電郵地址、信用卡資料、銀行帳號等。閣下可以選擇是否提供上述的某些資料（而提供資料則是閣下自願的選擇），但若閣下拒絕提供某些被要求的資料，可能令我們無法辦理閣下的任何申請，或可能會拒絕閣下存取我們網站的某些內容，又或導致閣下無法完成原擬在我們的網站辦理的事宜。如閣下尚未年滿 18 歲，必須獲得家長或監護人同意，方可向我們提交任何個人資料及 / 或調查資料。

When you provide us your personal data and/or survey data, they would be deemed to be correct, complete and not misleading. We shall not be liable for any losses or damages in relation to or arising from the incorrectness or incompleteness of the personal data and/or survey data provided by you to us from time to time.

當閣下同意提供個人資料及 / 或調查資料予我們，個人資料需為準確、完整及沒有誤導成份。我們將不會為任何有關或因閣下不時提供予我們的個人資料及 / 或調查資料不準確及不完整而引致的損失或傷害負責。

Information relating to your use, purchase or order of our services and/or products, such as call/connection time, duration, origin and destination, may be automatically collected for our accurate reporting and administration of your accounts.

我們可能會自動收集關於閣下使用、買入或訂購我們服務及 / 或產品的資料，例如撥電 / 連線時間、持續時間、來源地及目的地等，以便準確報告和管理閣下的帳戶。

Some of our websites may disclose non-personally identifiable aggregate statistics relating to our visitors to advertisers. Some of our websites may collect aggregate information about our visitors, e.g. statistics on the number of visits. This type of data may include, but is not limited to, the browser type and version, operating system, IP address and/or domain name. 我們的部分網站或會向廣告商披露不能識別個人身份的網站訪客綜合統計資料，部分網站亦會收集關於瀏覽訪客的綜合資料，例如到訪次數等統計數字。這類資料可能包括但不限於瀏覽器類型及版本、操作系統、IP 位址及 / 或功能變數名稱。

Cookies used (if any) in any part of our websites will not be deployed for collecting personal data. For your information, Cookies are small computer files that can be stored in web surfers' computers for the purposes of obtaining configuration information and analyzing web surfers' viewing habits. They can save you from registering again when re-visiting a website and are commonly used to track your preferences in relation to the subject matter of the website. You may refuse to accept Cookies by modifying the relevant Internet options or browsing preferences of your computer system, but to do so you may not be able to utilize or activate certain available functions in our websites. Our websites may bar users who do not accept Cookies.

我們網站任何部分所設的 Cookies（如有）不會用於收集個人資料。Cookies 是可保存於網頁使用者電腦內的小型電腦檔案，功用是獲取配置資料及分析網頁使用者的瀏覽習慣。使用者儲存 Cookies 後，再次流覽網站便不必重新註冊。網站常會用 Cookies 追蹤使用者喜好的網站主題，閣下可修改相關的互聯網選項或電腦系統的瀏覽喜好設定，拒絕儲存 Cookies，然而閣下可能因此無法使用或啟動我們網站提供的某些功能。我們網站可能會攔截不接受 Cookies 的使用者。

Calls between you and our managers/officers/staff/agents/representatives (including our Customer Service) may be recorded for, including but not limited to, regulatory compliance, audit compliance, staff training, service quality control and contractual clarification purposes.

為了符合有關事宜，其中包括但不限於法例規管、審計規管，協助培訓員工、改善服務質素及釐清合約，閣下致電我們經理 / 主任 / 員工 / 代理商 / 代表（包括我們的客戶服務部）的對話可能會被錄音。

### **Accuracy of Personal Data 提供正確的個人資料**

Your application for the use, purchase, subscription or order of any of our services and/or products may be subject to, including but not limited to, credit assessments, verification of your personal details and etc.. If we regard results of such checking as unsatisfactory, we will not enter into any agreements, arrangements or engagements with you. In some

instances, data provided by you will be validated by using generally accepted practice or against our pre-existing data, or we may require you to show the original documentation before the data may be used, such as personal identifiers and/or proof of address.

閣下申請使用、買入、認購或訂購我們任何服務及 / 或產品時，我們可能會進行若干事宜，其中包括但不限於信貸評估及核實閣下的個人資料等。倘若查核結果不符合要求，恕我們不會與閣下訂立任何合約、安排或保證。於某些情況下，我們會採用市場普遍接受的慣例核實閣下提供的資料，又或將有關資料與我們之前記存的資料核對。我們亦可要求閣下出示個人身份證明文件及 / 或住址證明等文件正本，方始使用相關資料。

### **Use of Personal Data Collected 收集所得個人資料的用途**

Specific purposes for which your personal data may be used are set out in our "Personal Information Collection Statement" set out in Part II below (particularly those contained in points 1. through to 8. in the first paragraph of Part II below).

有關閣下的個人資料的具體用途已列載於以下我們「個人資料收集聲明」第 II 部分(特別是第 II 部分第一段第 1 至 8 項所載的內容)。

### **Data Access and Correction 當事人查閱及修正資料**

Under the Ordinance, you have the right to

根據該條例，閣下有權：

1. Check whether we hold any of your personal data;  
查詢我們是否持有閣下的個人資料；
2. Access your personal data held by us  
查閱我們持有的閣下個人資料；
3. Request us to correct any inaccurate personal data held by us; and  
要求我們更正所持有的不正確的個人資料；及
4. Ascertain our policies and practices established (from time to time) in relation to personal data and the types of personal data held by us.  
查證我們（不時）就個人資料及所持個人資料類別制訂的政策和實務守則。

If you want to access and/or correct your personal data which you have given us via application form, internet or other means, or if you want to ascertain our policies and practices in relation to personal data and the kind of your personal data held by us, please contact our Data Protection Officer in writing, we will respond within 40 days after receiving the request. We may charge you a reasonable fee for each personal data access. However, such fee will be waived if the data access is made for the purpose of correcting your personal data.

閣下如欲查閱及 / 或修正閣下透過申請表格、互聯網或其他途徑向我們提交的個人資料，又或查詢我們的個人資料政策和實務守則，以及我們所持閣下之個人資料類別，一律請以書面形式提交予我們的資料保護主任，我們將於接獲通知後 40 天內作出安排。每次成功查閱個人資料後，我們可能會收取合理的手續費。然而，若查閱確是為修正閣下之個人資料，該手續費將可獲豁免。

### **Security of Personal Data 個人資料保安**

We use various encryption techniques to transmit your personal data via the Internet, which can only be accessed by our authorized personnel. Given the operational nature of the Internet, we cannot guarantee that the transmission is 100% secure. Please, however, refer to our "Security Statement" in Part IV below for details of the steps that we have taken to ensure that any personal data collected by us via our websites is safe and secure to avoid third party's unauthorized interference.

我們經互聯網傳輸閣下的個人資料時會採用各種加密技術，確保只有我們授權的人員可存取資料。基於互聯網的

運作性質，我們不能保證資料傳輸絕對安全。然而，閣下可參閱以下第 IV 部分「安全聲明」，以了解我們為保護我們經我們的網站收集的個人資料安全和避免遭受第三者非法干擾所採取的詳細步驟。

### **Internal Guidelines on Record Retention and Access to Personal Data 關於存取個人資料的內部指引**

Our staff are required to strictly adhere to our Internal Guidelines on Record Retention and Access to Personal Data. Physical records containing personal data are securely stored in locked areas when not in use. Access to such physical and/or computer records is strictly controlled and requires management approval for each access. Approvals for access to customers' personal data are granted only on a "need to know" basis. Where we retain, use and/or transmit customers' personal data, we have put in place adequate measures to protect it from accidental and/or unauthorized disclosure, modifications, loss and/or destruction.

我們所有員工均嚴格遵守我們的《存取個人資料內部指引》。載有個人資料的實物記錄如非使用時一律存放於鎖上的安全地點。我們嚴格管制員工存取實物及 / 或電腦資料，每次存取均需獲得適當的管理人員批准，而只有「必須知情」的人員才會獲准存取客戶的個人資料。我們記存、使用及 / 或傳輸客戶的個人資料時，必會採取適當的措施，防止意外及 / 或未經授權披露、更改、遺失及 / 或銷毀任何個人資料。

### **Retention of Personal Data 保留個人資料**

If you are a customer of ours, your personal data which you have given us via application form, internet or other means, during the subscription period of our services and/or products will be retained for a reasonable period after termination of your subscription. We will erase any unnecessary personal data from our system in accordance with our internal policy.

如閣下是我們的客戶，閣下在服務及 / 或產品有效期間透過申請表格、互聯網或其他途徑向我們提供的個人資料，將會一直保留至服務及 / 或產品終止後的一段合理時間。我們會依照內部政策清除我們系統內的任何不必要個人資料。

### **On-line Services 網上服務**

We may promote on-line stores or service providers or product providers operated by third party merchants on our website. If you want to use or order any services and/or products from them, please note that once the information that you provided is transferred to the relevant merchant, it will be beyond our control and thus outside the scope of protection afforded by us.

我們可能會在我們的網站推銷由第三者商戶經營的網上商店或服務供應商或產品供應商。閣下如有意使用或訂購上述商戶提供的任何服務及 / 或產品，敬請注意，閣下提交的任何資料一旦傳輸至有關商戶，即超出我們的控制範圍，因而我們無法提供任何保障。

## **II. Personal Information Collection Statement 個人資料收集聲明**

As a customer of our company, or a visitor or user of our websites, it may be necessary for you to provide us with your personal data when you apply to us and/or continue to subscribe with us for any services and/or products. If your personal data is incomplete or incorrect, we may not be able to provide or continue to provide the services and/or products to you. We shall keep your personal data confidential at all times. Our policies and practices with respect to the collection, use, retention, disclosure, transfer, security and access of personal data will be in accordance with requirements under the Ordinance and this Statement. We may use the personal data provided by you for the following purposes and for other purposes as shall be agreed between you and us or required by law from time to time:

閣下作為我們的客戶或我們網站的訪客或使用者，向我們申請及 / 或持續使用任何服務及 / 或產品時，或需向我們提供個人資料。若閣下提供的個人資料不全或失實，我們可能無法向閣下提供或繼續提供所需的服務及 / 或產品。我們會時刻保密閣下的個人資料。我們收集、使用、保留、披露、轉移、保安和查閱個人資料的政策及實務守則，一律遵從該條例及本聲明的規定。我們可使用閣下提供的個人資料作以下任何用途，以及作雙方不時協定

或法例不時規定的其他用途：

1. Processing of your application for the use, purchase, subscription or order of any services and/or products, and provisioning of the services and/or products, service your account and/or carry out your Instruction;  
辦理閣下有關使用、買入、認購或訂購服務及 / 或產品的申請及提供服務及 / 或產品，服務於閣下的帳戶及 / 或執行閣下之指示；
2. Subject to your consent, we may use your personal data (which may include name, gender, telephone number, fax number, postal address, email address and/or month and year of birth) for marketing the services and/or products (restricted to insurance, reinsurance, banking, mortgage referral, credit card, property development, retailing, securities and investment (inclusive of, inter alia, securities/futures brokerage/advisory, assets management, corporate finance and etc.), telecommunications, third party reward, loyalty and privilege programme, co-branding, finance, education, media, entertainment and leisure, health and beauty, apparel, jewelry, electrical and electronic products, hotels and travelling, restaurant and catering, logistic and transport, real estate agency, commercial factoring, concierge and social network services) (irrespective of whether we are remunerated for such marketing activities) relating to us, our affiliated and/or associated companies and business partners. We may dispatch to you the promotional information via direct marketing telephone calls, e-mail, e-message<sup>1</sup>, facsimile, direct mailings etc. We will enquire your preference on nature of services and/or products before we provide you with the direct marketing promotional materials.  
在閣下同意的情况下，我們可使用閣下的個人資料（可包括姓名、性別、電話號碼、傳真號碼、郵寄地址、電郵地址及 / 或出生年月），推銷我們、各聯營公司及 / 或有關聯公司及業務合作夥伴之服務及 / 或產品（只限於保險、再保險、銀行、按揭轉介、信用卡、物業發展、零售、證券及投資（包括（其中包括）證券 / 期貨經紀服務 / 諮詢、資產管理、企業融資等）、電訊、第三者獎賞、忠誠及優惠計劃、聯合品牌、金融財務、教育、媒體、娛樂休閒、保健及美容、服裝、珠寶、電器及電子產品、酒店及旅遊、餐飲、物流及運輸、房地產代理、商業保理、禮賓服務及社交網路服務）（不論我們有否就有關推廣活動收取報酬）。我們會以直銷電話、電郵、電子訊息<sup>1</sup>、傳真、郵件等方式向閣下提供有關推廣資料。我們會於向閣下提供直銷推廣資料前徵詢閣下有關服務及 / 或產品性質的個人喜好；
3. Processing of any benefits for you arising out of the services and/or products;  
辦理因各項服務及 / 或產品而向閣下提供的任何優惠；
4. Analyzing, verifying and/or checking of your credit, payment and/or account status in relation to the provision of the services and/or products and conduct credit enquiries/checks on you;  
就提供服務及 / 或產品而分析、核實及 / 或查核閣下的信用、付款及 / 或帳戶狀況及為閣下進行信貸查詢 / 核查；
5. Processing of any payment Instructions, direct debit facilities and/or credit facilities requested by you;  
辦理閣下要求的任何付款指示、直接支賬付款安排及 / 或信貸融資；
6. Facilitating the daily operation of your account, provisioning of customer services and/or the collection of overdue amounts in your account in relation to the services and/or products;  
促進閣下帳戶日常運作、提供客戶服務及 / 或收取閣下帳戶尚欠的服務及 / 或產品收費；
7. Enabling us to conform with other industry practices, or to comply with any requests stipulated by governmental or regulatory authorities; and

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<sup>1</sup> E-message means electronic messages delivered via the following means: mobile short messaging service (SMS) / multimedia messaging services (MMS) / cross-platform mobile messaging application (e.g. smartphone messaging application).

電子訊息包括經以下途徑發出之訊息：手機短訊 / 多媒體訊息 / 跨平台流動短訊應用程式（例如：智慧手機短訊應用程式）。

讓我們能夠遵守任何適用的業界慣例，或遵從政府機關或監管機構制定的要求；及

8. Enabling us in prevention of crime.

讓我們能防止罪行的發生。

We may disclose and transfer (whether in Hong Kong or overseas) your personal data to the following parties to use, disclose, process or retain such personal data for the purposes mentioned above:

我們可向（不論在香港或海外）下列各方披露及轉移閣下的個人資料，並可就以上目的使用、披露、處理或保留有關個人資料：

1. Our agents and contractors (including IT, network, customer service, sales agents, mailing houses, telecommunication service providers, telemarketing and direct sales agents, call centers, administrative service providers, financial service providers, payment or security clearing service providers, professional and other services providers, data processing service providers, third party reward, loyalty and privilege programme providers, co-branding partners and contractors), telecommunications operators, and service providers for the provision of our services and/or products; if a client does not wish us to use and /or transfer the client's data for use in direct marketing, the client may, without charge, exercise the right to opt-out. Upon the death of the client, we shall upon the request of the surviving spouse, child, or parent of the client (the Applicant) disclose the account balance and such other information concerning the client as the Applicant may require if the Applicant provides a certified true copy of the client's government issued death certificate to us.  
提供有關服務及 / 或產品的我們的代理及承辦商（包括資訊技術、網絡、客戶服務、銷售代理、郵遞公司、電訊服務供應商、電話促銷及直接銷售代理、電話中心、行政服務供應商、財務服務供應商、付款或證券交收服務供應商、專業或其他服務之供應商、資料處理服務供應商、第三者獎賞、忠誠及優惠計劃提供者、聯合品牌合作夥伴及承辦商）、電訊運營商及服務供應商；若客戶不願意本公司使用及/或轉送個人資料作直接促銷，客戶可行使其不同意此安排的權利。若客戶去世後，如客戶的未亡配偶，子女或父母（申請人）向我們提供由有關政府機構簽發已認證真實副本之死亡證明書，我們可應申請人要求，披露客戶賬戶餘額和可能要求的其他有關客戶的信息。
2. affiliated and/or associated companies and business partners;  
各聯營公司及 / 或有關聯公司及業務合作夥伴；
3. Banks, financial institutions, credit providers, any nominees in whose name(s) any securities/assets may be registered and any person(s) with whom we have entered into or propose to enter into transactions on your behalf or account, or persons representing the same;  
銀行、財務機構、信貸提供者、可能以其名義登記任何證券 / 資產之任何代名人，以及我們代表閣下或為閣下與其或擬與其進行交易的任何人士或該等人士的代表；
4. Debt collection agencies, credit reference agencies and security agencies;  
追收欠款公司、信貸資料機構及保安代理；
5. Regulatory bodies, law enforcement agencies and courts;  
監管實體、執法機構及法院；
6. Our professional advisers, and any other persons under a duty of confidentiality to us; and  
我們的專業顧問及任何其他對我們承擔保密責任的人士；及
7. Any of our actual or proposed assignees, successors or transferees of our rights with respect to you.  
有關我們與閣下相關權利的任何實際或建議承讓人、繼承人或受讓人。



In addition, in accordance with your agreement with us or consent given to us (as the case may be), we may disclose and transfer your personal data (whether in Hong Kong or overseas) to our affiliated and/or associated companies and/or business partners for the purposes of carrying out market research and credit assessments and ensuring such personal data provided by you to us fulfills the aforesaid or other purposes as shall be agreed between you and us or as required by law from time to time.

此外，根據閣下與我們達成的協議或閣下給予我們的同意(視情況而定)，我們可向(不論在香港或海外)我們的聯營公司及/或有關聯公司及/或業務合作夥伴披露或轉移閣下的個人資料，以作市場研究及信貸評估用途，及用於確保閣下向我們提供之個人資料就上述或其他目的而言符合閣下不時和我們協定或遵照法例規定。

If you do not wish to receive direct marketing promotional information from us with respect to the services and/or products we provide and/or other categories of services and/or products mentioned above, or do not wish us to disclose, transfer or use your personal data for the aforesaid direct marketing purposes, please send your marketing message opt-out request to us via [info@fosunwealth.com](mailto:info@fosunwealth.com) or by post to Suite 2101-2105, 21/F, Champion Tower, 3 Garden Road, Central, Hong Kong or contact our Customer Service Hotline at 852-29796988(HK) or 4001209022 (Free of charge in Mainland China) .

如閣下不希望收到我們所發送有關我們所提供之服務及/或產品及/或上述其他類別之產品/服務之直銷宣傳推廣資料，或不希望我們披露、轉移或使用閣下的個人資料作上述直銷用途，請把閣下的停止市場推廣訊息申請電郵至 [info@fosunwealth.com](mailto:info@fosunwealth.com)，或郵寄至香港中環花園道3號冠君大廈21樓2101-2105室，或致電我們的客戶服務熱線852-29796988（香港）或4001209022（中國內地免費）。

### III. Enquiries 查詢

Should you have any enquiries concerning this Statement, please feel free to contact our Data Protection Officer in writing at

閣下如對本聲明有任何查詢，請隨時以書形式面與我們的資料保護主任聯絡：

- Suite 2101-2105, 21/F, Champion Tower, 3 Garden Road, Central, Hong Kong, for the attention of Data Protection Officer  
香港中環花園道3號冠君大廈21樓2101-2105室，資料保護主任收

### IV. Security Statement 安全聲明

While internet is not an inherently secure environment for communications, security of internet communications can be enhanced by the application of appropriate technology. However, internet security is not solely a technical issue, knowledge on security of personal and transaction data as well as general measure are equally important. "Hackers" could only attack a system through a "door". However, in most cases imprudent transmission and handling of sensitive data such as confidential documents, password, personal identifiers etc. would facilitate unauthorized access to such a "door" by "hackers". Hence, internet users should be cautious when handling such kind of sensitive documents and data.

儘管互聯網在本質上並非安全可靠的通訊環境，但可運用適當的技術加強互聯網通訊的安全性。然而，互聯網的安全並非純粹技術問題，個人及交易數據的保安常識及一般措施亦同樣重要。「駭客」需要有「門戶」才能入侵系統，而「門戶」大開往往是因為傳遞機密文件、密碼、個人識別代碼等敏感數據時疏忽大意，以致「駭客」有機可乘。因此互聯網用戶處理這類敏感文件和數據時，務必小心謹慎。

In order to prudently preserve all personal data obtained from users of our websites, apart from firewalls and other sophisticated technical facilities, we also provide and maintain other stringent security measures so as to protect our system as well as the information and data retained therein from accidental or malicious destruction or damage.

為嚴格保密從我們網站客戶獲取的所有個人資料，除使用防火牆和其他精密技術性設備外，我們還提供及設有其他嚴格的保安措施，以保護我們的系統以及系統內的資料和數據免受任何意外或惡意破壞或損毀。

By providing hyperlinks to other websites, we shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the services/products they provide on their websites, or have any form of cooperation with such third parties and websites. We are not responsible for the contents available on any other websites linked to or from this Website which are maintained by third parties over whom we have no control. We make no representations as to the accuracy or any other aspects of such contents, and expressly disclaims any responsibility for any losses or damages that may arise from or relate to the use of such contents.

我們提供其他網站的超連結，不應視作我們同意、推薦、認可、保證或推介任何第三方或在其網站所提供的服務/產品，亦不可視為我們與該等第三方及網站有任何形式的合作。就該等鏈接至我們網站或由我們網站連接至其的由第三方運作的任何其他網站而言，由於我們對其沒有控制權，因此我們就該等網站所載之內容並不負上任何責任。我們並不作有關該等內容之準確性或任何其他方面之陳述，並明確聲明不對任何可能由於使用該等內容而引致之損失或損害負上任何責任。

Email messages sent to us over the Internet cannot be guaranteed to be completely secure. We are not responsible for any damages incurred by users if they send a message to us, or if we send a message to them at their request, over the Internet. We are not responsible in any way for direct, indirect, special or consequential damages arising out of the use of this website.

經互聯網向我們傳送電郵資訊，不保證完全安全。就用戶經互聯網傳送資訊給我們所招致的任何損失，或我們按用戶的要求經互聯網向其發出資訊而招致的任何損失而言，我們概不負責。就因使用我們網站而招致的任何直接、間接、特殊或從屬損失，我們概不負責。

#### **ADDITIONAL PERSONAL INFORMATION COLLECTION STATEMENT CONCERNING NORTHBOUND TRADING (THE “ADDITIONAL PICS”)**

**有關北向交易之附加個人資料收集聲明 (「附加個人資料收集聲明」)**

#### **Processing of Personal Data as part of the China Connect Northbound Trading 處理個人資料作為中華通北向交易之一部分**

Unless otherwise stated or the context otherwise requires, capitalized terms used in this Additional PICS shall have the same meanings as defined in the Rules of the Exchange.

除非另有說明或文義另有要求，本附加個人資料收集聲明中使用的詞彙應具有交易所規則所界定的相同涵義。

You acknowledge and agree that, in providing China Connect northbound trading service to you, we will be required to: 閣下確認並同意，在向閣下提供中華通北向交易服務時，我們將被要求：

- (i) tag each of your orders submitted to China Stock Connect System (“CSC”) with a Broker-to-Client Assigned Number (“BCAN”) that is unique to you or the BCAN that is assigned to your joint account with us, as appropriate; and  
於閣下每一個向中國股票連接系統 (「中股通」) 提交的指示中附加一個獨特且專屬於閣下的券商客戶編碼 (「券商客戶編碼」)，或向閣下與我們聯名的帳戶編派的一個券商客戶編碼 (在適當情況下)；及
- (ii) provide to the Exchange your assigned BCAN and such identification information (“Client Identification Data” or “CID”) relating to you as the Exchange may request from time to time under the Rules of the Exchange.  
向交易所提供編派給閣下的券商客戶編碼及交易所根據交易所規則不時要求的與閣下有關的該等識別資料 (「客戶識別資料」)。

Without limitation to any notification we have given you or consent we have obtained from you in respect of the processing of your personal data in connection with your account and our services to you, you acknowledge and agree that we may collect, store, use, disclose and transfer personal data relating to you as required as part of our China Connect northbound

trading service, including as follows:

在不限制我們向閣下提供的任何通知或我們從閣下處獲得的關於處理與閣下帳戶及我們向閣下提供服務相關的個人資料的同意的前提下，閣下確認並同意我們可根據我們提供中華通北向交易服務的需要而收集、存儲、使用、披露及轉移與閣下有關係的個人資料，包括以下內容：

- (a) to disclose and transfer your BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating your BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;  
向交易所及相關聯交所子公司不時披露或轉移閣下的券商客戶編碼及客戶識別資料，包括向中股通系統輸入中華通指示時指明閣下的券商客戶編碼，並將其進一步即時發送至相關中華通市場營運者；
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store your BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;  
允許交易所及相關聯交所子公司：(i) 收集、使用及儲存（在儲存的情況下，由任何一方或透過港交所儲存）閣下之券商客戶編碼、客戶識別資料以及任何由相關中華通結算所提供的綜合、經核實及對應的券商客戶編碼及客戶識別資料，以用作市場監控和監察目的及執行交易所規則；(ii) 為以下(c)及(d)項所述之目的，向相關中華通市場營運者（直接或透過相關中華通結算所）不時轉移該等資料；及(iii) 向香港的相關監管機構及執法機關披露該等資料，以協助他們履行有關香港金融市場的法定職能；
- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store your BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use your BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and  
允許相關中華通結算所：(i) 收集、使用及儲存閣下的券商客戶編碼及客戶識別資料，以協助綜合及核實券商客戶編碼和客戶識別資料，並將此類資料與其本身的投資者身份資料庫進行配對，以將該等綜合、經核實及對應的券商客戶編碼及客戶識別資料提供給相關中華通市場營運者、交易所及相關聯交所子公司；(ii) 使用閣下的券商客戶編碼與客戶識別資料以協助其履行證券帳戶管理的監管職能；及(iii) 向中國內地有司法管轄權的監管機構及執法機關披露該等資料，以協助他們履行對中國內地金融市場的監管、監察及執法職能；及
- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store your BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets.  
允許相關中華通市場營運者：(i) 收集、使用及儲存閣下的券商客戶編碼及客戶識別資料，以協助其監管及監察在相關中華通市場通過使用中華通服務而進行的證券交易及執行相關中華通市場營運者的規則；

及(ii) 向中國內地監管機構及執法機關披露該等資料，以協助他們履行有關中國內地金融市場的監管、監察及執法職能。

By instructing us in respect of any transaction relating to China Connect Securities, you acknowledge and agree that we may use your personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the China Connect northbound trading. You also acknowledge that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent. 閣下就任何有關中華通證券的交易向我們發出指示，即表示閣下確認並同意我們可以使用閣下的個人資料，以符合交易所不時生效的與中華通北向交易有關的要求及規則。閣下亦確認，儘管閣下其後可以隨時撤回閣下的同意，惟閣下的個人資料可能繼續被儲存、使用、披露、轉移及以其他方式為前述目的而被處理，無論是在撤回該同意之前還是之後。

### **Consequences of failing to provide Personal Data or Consent**

#### **未能提供個人資料或同意的後果**

Failure to provide us with your personal data or consent as described above may mean that we will not, or no longer be able, as the case may be, to carry out the Client's trading Instructions or provide you with our China Connect northbound trading service.

未能向我們提供閣下的個人資料或上述之同意有可能導致我們將不會或無法（視情況而定）執行客戶的交易指示或向閣下提供我們的中華通北向交易服務。

### **ADDITIONAL PERSONAL INFORMATION COLLECTION STATEMENT CONCERNING THE HONG KONG INVESTOR IDENTIFICATION REGIME (HKIDR) AND OVER-THE-COUNTER SECURITIES TRANSACTIONS REPORTING REGIME (OTCR) (THE "ADDITIONAL PICS")**

**有關香港投資者識別碼制度及場外證券交易匯報制度之附加個人資料收集聲明（「附加個人資料收集聲明」）**

### **Processing of Personal Data as part of the Hong Kong Investor Identification Regime and the Over-the-counter Securities Transactions Reporting Regime**

#### **處理個人資料作為香港投資者識別碼制度及場外證券交易匯報制度之一部分**

Unless otherwise stated or the context otherwise requires, capitalized terms used in this Additional PICS shall have the same meanings as defined in the Rules of the Exchange.

除非另有說明或文義另有要求，本附加個人資料收集聲明中使用的詞彙應具有交易所規則所界定的相同涵義。

You acknowledge and agree that Fosun International Securities Limited ("the Company") may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for the Company to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying

with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes :

閣下明白並同意，復星國際證券有限公司（“本公司”）為了向閣下提供與在香港聯合交易所（聯交所）上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會（證監會）的規則和規定，本公司可收集、儲存、處理、使用、披露及轉移與閣下有關的個人資料（包括閣下的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中包括：

- (a) disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance

with the rules and requirements of SEHK and the SFC in effect from time to time.

根據不時生效的聯交所及證監會規則和規定，向聯交所及/或證監會披露及轉移閣下的個人資料（包括客戶識別信息及券商客戶編碼）；

- (b) allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and  
允許聯交所：(i) 收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(ii) 向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及 (iii) 為監察市場目的而使用有關資料進行分析；及
- (c) allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.  
允許證監會：(i) 收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii) 根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。

You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

閣下亦同意，即使閣下其後宣稱撤回同意，本公司在閣下宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移閣下的個人資料以作上述用途。

Failure to provide the Company with your personal data or consent as described above may mean that the Company will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

閣下如未能向本公司提供個人資料或上述同意，可能意味著本公司不會或不能夠再（視情況而定）執行閣下的交易指示或向閣下提供證券相關服務，惟出售、轉出或提取閣下現有的證券持倉（如有）除外。

**Note:** The terms “BCAN” means a “Broker-to-Client Assigned Number”, being a unique identification code in the format prescribed by SEHK, generated by a relevant licensed or registered person in accordance with SEHK’s requirements; and “CID” means “Client Identification Data”, the following information in relation to a client to whom a BCAN is assigned: (i) the full name of the client as shown in the client’s identity document; (ii) the issuing country or jurisdiction of the identity document; (iii) the identity document type; and (iv) the identity document number.

**備註：**“券商客戶編碼”指一個符合聯交所訂明的格式及由相關持牌人或註冊人按照聯交所的規定產生的唯一識別碼；及“客戶識別信息”指與獲編配券商客戶編碼的客戶有關的以下資料：(i) 客戶的身分證明文件上所示的全名；(ii) 身分證明文件的簽發國家或司法管轄區；(iii) 身分證明文件類別；及(iv) 身分證明文件號碼。