

Addendum in relation to China Connect

This Addendum shall apply to all transactions under China Connect which CITIC Securities Brokerage (HK) Limited (“CSBHK”) conducts on the Customer’s behalf. The terms and conditions under this Addendum are supplemental to, and without prejudice to, the Terms and Conditions for Securities Trading, the Terms and Conditions for Securities Trading (Professional Investor – Institutional) (each, the “Terms and Conditions”) and/or other relevant agreements between the Customer and CSBHK. This Addendum shall prevail in the event of conflicts or inconsistency with any other agreements between the Customer and CSBHK.

This Addendum shall constitute a legally binding contract. By placing an order with CSBHK to trade through China Connect, the Customer is deemed to have accepted and agreed to be bound by the terms and conditions of this Addendum between the Customer and CSBHK

1. Definitions

Capitalized terms that are not otherwise defined in this Addendum shall have the same meaning in the Terms and Conditions. The following terms shall have the below meanings in this Addendum:

A-Shares means any securities issued by companies incorporated in Mainland China which are listed and traded on Mainland China A-Share markets and not on the SEHK.

Applicable Laws means all applicable laws, regulations and rules of Hong Kong and/or Mainland China, including the SEHK China Connect Rules, the SSE Rules, the SZSE Rules and any rules, policies or guidelines of any relevant exchanges, clearing systems, regulators and/or China Connect Authorities.

CCASS means the Central Clearing and Settlement System of Hong Kong operated by HKSCC for the clearing of securities listed or traded on SEHK and/or any system established for the purpose of China Connect.

China Connect means the Shanghai Hong Kong Stock Connect and/or the Shenzhen Hong Kong Stock Connect (as the case may be).

China Connect Authorities means the regulators which regulate China Connect and activities relating to China Connect, including without limitation, the CSRC, PBOC, SAFE, SFC and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of China Connect.

China Connect Entities means the exchanges, clearing systems and other entities which provide services relating to China Connect, including without limitation, the SEHK, HKSCC, SEHK Subsidiaries, SSE, SZSE and ChinaClear.

China Connect Laws means the laws and regulations of Hong Kong and Mainland China from time to time in respect of China Connect or any activities arising from China Connect.

China Connect Rules means any rules, policies or guidelines published or applied by any China Connect Authority or China Connect Entity from time to time in respect of China Connect or any activities arising from China Connect.

China Connect Securities means any securities listed and traded on the SSE and/or on the SZSE (as the case may be) which may be traded by investors under China Connect.

ChiNext Eligible Investor means a “professional investor” within the meaning of paragraph (a), (b), (c), (d), (e), (f), (g), (h) or (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO or other types of investors that are permitted or approved by the China Connect Authorities to trade ChiNext Shares through Shenzhen Hong Kong Stock Connect.

ChiNext Shares means any securities listed on the ChiNext Board of the SZSE which may be traded by Hong Kong and overseas investors under Shenzhen Hong Kong Stock Connect.

Clearing Participant has the meaning given to such term in the rules of CCASS.

CSDCC means the China Securities Depository and Clearing Corporation.

CSRC means the China Securities Regulatory Commission.

Custodian Participant has the meaning given to such term in the rules of CCASS.

Exchange Participant has the meaning given by the rules of the SEHK.

HKSCC means the Hong Kong Securities Clearing Company Limited.

H Shares means any securities issued by companies incorporated in Mainland China and listed on the SEHK.

Mainland China means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).

Mainland China Resident means a person who is a citizen of the of Mainland China and does not have permanent right of abode in a jurisdiction outside Mainland China.

Northbound denotes the trading of China Connect Securities by Hong Kong and international investors through China Connect.

PBOC means the People’s Bank of China.

Pre-Trade Checking means the requirements and procedures under the China Connect Laws and China Connect Rules pursuant to which a China Connect Authority or a China Connect Entity may reject a sell order if an investor does not have sufficient available China Connect Securities in its account.

Renminbi or RMB means the lawful currency of the People’s Republic of China, deliverable in Hong Kong.

SAFE means the State Administration of Foreign Exchange.

SEHK means the Stock Exchange of Hong Kong Limited.

SEHK China Connect Rules means the rules of SEHK, as amended for the purposes of implementing China Connect, and as amended, supplemented, modified and/or varied from time to time.

SEHK Subsidiary means a wholly-owned subsidiary of SEHK duly authorised as an automated trading service provider under the SFO and licensed under applicable laws in Mainland China to provide the order-routing service under China Connect.

SFC means the Securities and Futures Commission.

SFO means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

Shanghai Hong Kong Stock Connect means a securities trading and clearing programme developed or to be developed by SEHK, SSE, HKSCC and ChinaClear for the establishment of mutual market access between SEHK and SSE.

Shenzhen Hong Kong Stock Connect means a securities trading and clearing programme developed or to be developed by SEHK, SZSE, HKSCC and ChinaClear for the establishment of mutual market access between SEHK and SZSE.

SPSA means a Special Segregated Account, as defined in the rules of CCASS.

SPSA Sell Order has the meaning ascribed to it in Clause 4.3.

SSE means the Shanghai Stock Exchange.

SSE Rules means the rules, operation procedures, regulations, circulars and notices of SSE in respect of the stock listing and trading activities taking place on SSE and the SSE Regulations on the Shanghai Hong Kong Stock Connect Programme which have been published by SSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.

SZSE means the Shenzhen Stock Exchange.

SZSE Rules means the rules, operation procedures, regulations, circulars and notices of SZSE in respect of the stock listing and trading activities taking place on SZSE (including the ChiNext Board) and the SZSE Regulations on the Shenzhen Hong Kong Stock Connect Programme which have been published by SZSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.

Taxes means all taxes (including but not limited to any capital gains tax, business tax on capital gains), duties, levies, imposts, charges, assessments, deductions, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of (i) China Connect Securities, (ii) cash, (iii) any transactions effected under this Addendum or (iv) the Customer.

Trading Day means a day on which SEHK is open for Northbound trading for a) in the case of Shanghai Hong Kong Stock Connect, Hong Kong and Shanghai and (b) in the case of Shenzhen Hong Kong Stock Connect, Hong Kong and Shenzhen), where “**T day**” denotes the Trading Day on which a transaction is executed and “**T+1 day**” denotes (as the case may be) the day which is one Trading Day, or in the context of the settlement of funds, one business day (on which banks in (a) Hong Kong and Shanghai (in the case of Shanghai Hong Kong Stock Connect) or (b) Hong Kong and Shenzhen (in the case of Shenzhen Hong Kong Stock Connect) are generally open for business) after T day.

2. Eligible Investors

2.1 The Customer represents and undertakes on a continuing basis, including without limitation on the first date that the terms and conditions of this Addendum are effective and on each date that the Customer places an order or gives an instruction in respect of China Connect Securities under the terms and conditions of this Addendum, that:

2.1.1 the Customer is not a Mainland China Resident or an entity incorporated or registered under the laws of Mainland China;

2.1.2 if the Customer is a Mainland China Resident, the Customer is using funds lawfully owed by the Customer and located outside Mainland China to make investments in China Connect Securities; or

2.1.3 if the Customer is an entity incorporated or registered under the laws of Mainland China, its investment in China Connect Securities has been conducted pursuant to any program (including the Qualified Domestic Institutional Investor Program, if applicable) approved by, or any other approval of, any competent Mainland China regulator.

2.2 the Customer’s investment in China Connect Securities does not violate the laws and regulations of Mainland China, including those in relation to foreign exchange control and reporting; and

2.3 the Customer will trade ChiNext Shares only when the Customer is, and in the case where the Customer is an intermediary (including, but not limited to, a fund manager, asset manager, broker or order placer) trading for or on behalf of an underlying client or clients, each of such underlying client is, a ChiNext Eligible Investor.

3. No Day Trade and Naked Short Sell

The Customer acknowledges that day trading order and naked short selling are not permitted under China Connect. The shares purchased by the Customer through China Connect cannot be sold before settlement. CSBHK shall have the discretion and right to reject any day trading, short selling or other orders that it considers to be not in compliance with Applicable Laws.

All trading under China Connect must be conducted on the SSE and/or SZSE (as the case may be) and no over-the-counter or manual trades are allowed.

4. Pre-Trade Checking and SPSA Sell Order

- 4.1 The Customer undertakes that it will comply with any requirements relating to Pre-Trade Checking mandated by the China Connect Authorities, the China Connect Entities or as notified to the Customer by CSBHK. The Customer undertakes to ensure there are sufficient available China Connect Securities in its account with CSBHK or in the relevant SPSA (as applicable) by the applicable cut-off time (as notified to the Customer by CSBHK from time to time) to cover any proposed sell order given on the relevant Trading Day.
- 4.2 Subject to Clause 4.3, if CSBHK considers that the Customer does not for whatever reason have sufficient available China Connect Securities in its account to settle a sell order by the applicable cut-off time (as notified to the Customer by CSBHK from time to time) CSBHK may in its absolute discretion:
- 4.2.1 reject the Customer's sell order (in whole or in part);
- 4.2.2 use any China Connect Securities in the designated CCASS stock account(s) which CSBHK holds for itself or on behalf of its other customers to fulfil the Pre-Trade Checking requirement in respect of the Customer's sell order, in which case the Customer shall reimburse CSBHK for any costs, losses or expenses which CSBHK incurs as a result of buying in or otherwise sourcing the amount of China Connect Securities which the Customer has failed to deliver in respect of the Customer's sell order on such terms and at such price (including any associated fees and expenses) and at such time as CSBHK shall determine in its absolute discretion; or
- 4.2.3 perform any other act which CSBHK considers necessary or desirable to comply with Pre-Trade Checking and/or relevant China Connect Laws or China Connect Rules and to cover the Customer's shortfall (including but not limited to applying any other China Connect Securities available to CSBHK from other sources).
- 4.3 Subject to the requirements in this Addendum and the Terms and Conditions, CSBHK may allow the Customer to place a sell order for China Connect Securities held in an SPSA (such a sell order to be referred to herein as an "SPSA Sell Order"), in which case the Pre-Trade Checking shall be carried out in relation to that SPSA. If the SPSA Sell Order is executed, the relevant China Connect Securities will be delivered to CSBHK or the relevant Clearing Participant for settlement.
- 4.4 If CSBHK has consented to the Customer's submission of SPSA Sell Orders, the Customer may instruct CSBHK to execute an SPSA Sell Order in relation to a given SPSA, subject to the following:
- 4.4.1 the Customer must have opened that SPSA with a Custodian Participant in accordance with the rules of CCASS, have been issued an investor identification number in respect of that SPSA, have designated and authorized CSBHK to be an executing broker for that SPSA and have provided such details as CSBHK may from time to time request in relation to that SPSA, including the investor identification number;
- 4.4.2 no SPSA Sell Orders will be accepted for a given SPSA before the effective date of our designation as an executing broker for that SPSA, as determined by HKSCC, the SEHK or the SEHK Subsidiary;
- 4.4.3 any SPSA Sell Order must, at the time it is instructed to the Customer, be designated as an SPSA Sell Order and contain such details (including the relevant investor identification number) and be in such form and manner as may be agreed with CSBHK from time to time; the Customer's failure to do so shall entitle CSBHK to execute the order as a non-SPSA sell order, in which event the requirements of Clause 4.2 shall apply.
- 4.4.4 CSBHK shall be entitled to rely on all information the Customer provides in relation to an SPSA Sell Order, including the investor identification number;
- 4.4.5 CSBHK shall be entitled to assume that the relevant China Connect Securities to be delivered by the Customer (or the Customer's Custodian Participant on its behalf) in settlement of an SPSA Sell Order will be delivered from the same SPSA to which the SPSA Sell Order relates; and
- 4.4.6 the Customer must comply, and procure that the relevant Custodian Participant complies with, any other relevant requirements as may be imposed by HKSCC, the SEHK or the relevant SEHK Subsidiary from time to time.
- 4.5 For avoidance of doubt, CSBHK shall have no obligation to consent to its designation as an executing broker for an SPSA or to continue to provide execution services in relation to SPSA Sell Orders. CSBHK may at any time in its absolute discretion withdraw its consent to execute SPSA Sell Orders in relation to any or all of the Customer's SPSAs.
- 4.6 By instructing CSBHK to execute an SPSA Sell Order, the Customer represents and warrants that:
- 4.6.1 the relevant SPSA is maintained on the Customer's behalf by its Custodian Participant, that the Customer has authorized CSBHK to execute on its behalf the sale of China Connect Securities in that SPSA and that CSBHK is a designated executing broker for that SPSA;
- 4.6.2 there are sufficient China Connect Securities in the specified SPSA and have made arrangements with the relevant

Custodian Participant to deliver the relevant China Connect Securities in that SPSA to CSBHK or its Clearing Participant to ensure timely settlement of the SPSA Sell Order, and the Customer understands and acknowledges that if it does not have sufficient China Connect Securities in its SPSA at the time of the Pre-Trade Checking, its SPSA Sell Order may be rejected; and

- 4.6.3 the Customer has authorized the reproduction, replication and transmission of the stock holding records of its SPSA for the purpose of enabling the SEHK and the relevant SEHK Subsidiary to carry out the Pre-Trade Checking.
- 4.7 If for whatever reason there is late, incomplete or failed delivery of China Connect Securities in relation to an SPSA Sell Order the Customer has instructed, the Customer undertakes to:
- 4.7.1 indemnify and hold harmless CSBHK for any costs, losses or expenses CSBHK incurs as a result of the late, incomplete or failed delivery, including but not limited to any costs and taxes associated with buying equivalent China Connect Securities to cover the shortfall, any penalties imposed by any China Connect Authorities, and any financing costs, hedging costs and mark-to-market losses suffered as a result of any China Connect Securities belonging to CSBHK or its other clients being unavailable for sale (whether due to their being "Securities-on-hold" or otherwise) or any China Connect Securities purchased for the account of CSBHK or its other clients not being delivered by the HKSCC to CSBHK as a result;
- 4.7.2 provide, or procure that the relevant Custodian Participant provides, promptly all such information and supporting documents relating to any outstanding or overdue short stock positions as may be required by HKSCC to determine that the outstanding or overdue short stock position is due to the failure of the relevant Custodian Participant to deliver China Connect Securities from the relevant SPSA to CSBHK.
- 4.7.3 procure the delivery of such China Connect Securities to CSBHK as soon as possible, and in any case within such time as is required by CSBHK to enable it to meet its delivery obligations to the HKSCC or to CSBHK's clients; and
- 4.7.4 accept that CSBHK may request the HKSCC to make adjustments to the sellable balance of the Customer's SPSA, which may result in a reduction in the sellable balance of the Customer's SPSA.
- 4.8 The Customer undertakes that (i) without the prior consent of CSBHK, the Customer will not make any change in the status of any SPSA for which CSBHK has been designated as an executing broker, including but not limited to, termination or suspension of that SPSA or deletion of CSBHK as a designated executing broker for that SPSA, and (ii) the Customer will forthwith notify CSBHK of any events or potential events that may lead to such changes.
- 4.9 In addition, CSBHK may in its absolute discretion reject the Customer's sell order (in whole or in part) if for any other reason CSBHK considers that there is or may be non-compliance with any China Connect Laws or China Connect Rules. Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre-Trade Checking and/or the relevant China Connect Laws or China Connect Rules shall be borne by the Customer.
- 4.10 If the Customer gives any sell order in respect of any China Connect Securities allocated to any fund managed by it, the Customer undertakes to ensure that there are sufficient available China Connect Securities in the Customer's account allocated to such fund by the applicable cut-off time (as notified to the Customer by CSBHK from time to time) to cover any such proposed sell order on the relevant Trading Day. In all cases, it is the Customer's responsibility to ensure that each of the funds managed by the Customer complies with all China Connect Laws and China Connect Rules to which the relevant fund may be subject. Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre Trade Checking and/or the relevant China Connect Laws or China Connect Rules shall be borne by the Customer.

5. Foreign Shareholding Restrictions

- 5.1 Foreign shareholding restriction is in place and CSBHK shall have the right to "force-sell" the Customer's shares upon receiving any forced-sale notification (a "Forced-sale Notice") from China Connect Authorities. Where CSBHK receives Forced-sale Notice from China Connect Authorities or other regulators requiring CSBHK to sell and liquidate any China Connect Securities owned by the Customer, CSBHK shall have the right to request the Customer to sell and liquidate such China Connect Securities within the time period specified by the relevant China Connect Authority. The Customer shall further authorize CSBHK to sell or arrange for the sale of such Securities at such time and on such price and terms as CSBHK determines in its absolute discretion as necessary or desirable to comply with Applicable Laws.
- 5.2 Where China Connect Securities owned by the Customer 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 Customer authorises CSBHK to provide instructions to the Recipient Agent on the Customer's behalf to return the relevant China Connect Securities to the Original CP for sale and liquidation in accordance with all Applicable Laws.

6. Comply with Applicable Laws and Rules

- 6.1 The Customer agrees to comply with all Applicable Laws including but not limited to the SEHK China Connect Rules, SSE Rules, the SZSE Rules and/or other applicable laws of Mainland China relating to Northbound trading.

6.2 The Customer agrees to comply and understand fully Mainland China rules and regulations in relation to short-swing profits, disclosure obligations and follow such rules and regulations accordingly. Under Mainland China regulations, the "short swing profit rule" may require the Customer to return any profits made from purchases and sales in respect of China Connect Securities if (a) the Customer's shareholding in the relevant listed company exceeds the threshold prescribed by the China Connect Authority from time to time and (b) the corresponding purchase and sale transaction occurs within six months (or such other prescribed time). The Customer agrees to comply with all disclosure of interests obligations within the period specified by the relevant China Connect Authorities.

7. Order Cancellation and Rejection

7.1 CSBHK shall have the right to cancel the Customer's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong or any other incident beyond the control of CSBHK which may affect order placing or settlement of the transaction. The Customer may not be able to send in the Customer's order cancellation requests in case of contingency such as when SEHK loses its communication lines with SSE, SZSE and/or other relevant entities and the Customer should still bear the settlement obligations if the orders are matched and executed.

7.2 The Customer acknowledges that SEHK may upon SSE's or SZSE's request (as the case may be), require CSBHK to reject orders from the Customer. CSBHK, its Affiliates and/or the Relevant Persons will not be liable to the Customer for any orders that have been cancelled or rejected by the SEHK, SSE, SZSE and/or any China Connect Authorities.

8. Investigation and Disclosure of Customer's Information

The Customer agrees that if the SSE and/or SZSE Rules (as the case may be) and/or other Mainland China securities laws and regulations are breached, or the disclosure and other obligations referred to in the SSE and/or SZSE Rules (as the case may be) are breached, SSE and/or the SZSE (as the case may be) has the power to carry out an investigation, and may, through SEHK and/or an SEHK Subsidiary (and/or any other governmental or regulatory body), requires CSBHK to provide relevant information and materials relating to the Customer and any transactions and to assist in investigation. The Customer hereby authorizes CSBHK to (1) comply with such disclosure requirements as CSBHK deemed appropriate; and (2) forward the Customer's identity and any transactions information to SEHK (or any other governmental or regulatory body) which may on-forward to SSE and/or SZSE for surveillance and investigation purposes).

9. Warning Statements

The Customer acknowledges that SSE and/or SZSE (as the case may be) may request SEHK to require CSBHK to (1) issue warning statements (verbally or in writing) to the Customer and/or (2) cease to provide Northbound trading service to the Customer through China Connect. CSBHK, its Affiliates and/or the Relevant Persons shall not be held liable for its actions or inactions by reasons of following any requests of SSE, SZSE and/or China Connect Authority.

10. No Liabilities of Authorities

The Customer acknowledges and agrees that 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 CSBHK, the Customer or any third parties arising from or in connection with Northbound trading or any order routing system (including the China Stock Connect System).

11. Settlement

11.1 Northbound trades will follow the settlement cycle of the SSE and/or SZSE (as the case may be). For settlement of China 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. CSBHK may have settlement arrangements in place different from the CSDCC settlement arrangements. Unless CSBHK agrees to prefund or other settlement arrangements, settlement of funds relating to such trading will be effected on T+1 day. In the event that the CSBHK is required to settle funds with the Customer prior to CSBHK receiving the corresponding funds from HKSCC in settlement of a trade on the Customer's behalf, CSBHK agrees that such funds shall be treated as a loan by CSBHK to the Customer which shall be repayable, in whole or in part, within 2 hours of demand or such shorter period of time] as CSBHK may in its absolute discretion determine and shall be secured and bear interest at such rate(s) determined by CSBHK to be applicable from time to time.

11.2 By placing an SPSA Sell Order, the Customer authorises CSBHK to give such instructions and information relating to the SPSA Sell Order (including the investor identification number) to its Custodian Participant and its affiliates as may be necessary or desirable to procure timely settlement of any resulting transaction, and the Customer agrees to be bound by such resulting transaction and to settle such transaction in a timely manner, without further confirmation from the Customer to CSBHK or the Customer's custodian prior to settlement. The Customer agrees that it will not modify the settlement arrangements for an SPSA Sell Order after CSBHK has executed such SPSA Sell Order.

11.3 The Customer agrees that in the event that an order (including an SPSA Sell Order) results in a transaction which is not settled in a timely manner, CSBHK shall have the right to immediately and without prior notice to the Customer take such action as CSBHK considers appropriate to reduce or eliminate any loss or liability that CSBHK suffers or may suffer (including but not limited to taking any steps to sell, realize, dispose of or otherwise deal with the relevant China Connect Securities) and that the Customer shall indemnify and hold CSBHK harmless for any liabilities, expenses or other losses CSBHK may incur in exercising the foregoing right. The Customer agrees that CSBHK shall have no liability to the Customer for any loss, diminution in value or other damages whatsoever for any action or inaction of CSBHK or its agents pursuant to this Clause.

11.4 Notwithstanding any provisions in the Terms and Conditions and this Addendum, where CSBHK determines that there is insufficient liquidity in RMB to settle any buy orders, CSBHK may, in its sole and absolute discretion, reject the Customer's instructions to place such buy order.

12. Taxation

The Customer will be fully responsible for any Taxes in respect of China Connect Securities under China Connect, including without limitation, any capital gains tax (if any) or other Hong Kong and/or Mainland China taxes. If any Taxes becomes payable in respect of the Customer's order or account, CSBHK may withhold or deduct the relevant amount from the Customer's account and the Customer shall be liable for any shortfall. The Customer will indemnify CSBHK, its Affiliates and the Relevant Persons from and against all Taxes which CSBHK, its Affiliates or the Relevant Persons may incur in connection with any China Connect Securities which the Customer holds or trades or otherwise deal in. The Customer should consult his/her own tax advisers and counsels with respect to the possible tax consequences of trading through China Connect.

13. Risks in relation to Northbound Trading

The Customer accepts the risks concerned in Northbound trading and China Connect, including but not limited to prohibition of trading China Connect Securities, being liable or responsible for breaching any Applicable Laws. The Customer shall read, understand and accept the Disclosure of Specific Risk relating to China Connect contained in Appendix 1.

14. Termination

Clauses 5. (Foreign Shareholding Restrictions), 6 (Comply with Applicable Laws and Rules), 8 (Investigation and Disclosure of Customer's Information), 9 (Warning Statements), 10 (No Liabilities of Authorities), 12 (Taxation), 13 (Risks in relation to Northbound Trading), 14 (Currency Conversion) and 15 (Fees and Liabilities) shall survive termination of this Addendum and/or the Terms and Conditions.

15. Currency Conversion

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

16. Fees and Liabilities

The Customer shall be responsible for all trading fees and costs in relation to the Customer's China Connect trading. The Customer will indemnify CSBHK, its Affiliates and the Relevant persons 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 CSBHK providing any services to the Customer in respect of this Addendum, including without limitation, any expenses and costs (including legal costs) which CSBHK, its Affiliates and the Relevant persons may incur in connection with any instructions given by the Customer and/or any China Stock Connect Authorities.

17. Governing Laws

This Addendum shall be governed by and construed in accordance with the laws of Hong Kong. The Customer hereby submits to the non-exclusive jurisdiction of the Courts of Hong Kong.

Appendix 1

Disclosure of Specific Risk relating to China Connect (Supplementary Risk Disclosure Statement to the Terms and Conditions for Securities Trading)

1. Not protected by Investor Compensation Fund

The Customer should note that any Northbound or Southbound trading under China Stock 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 on Mainland China.

2. Short selling

In investing in A-share via the Northbound trading, Hong Kong and overseas investors are prohibited from naked short selling in A-shares. In selling A-shares via the Northbound trading, Hong Kong and overseas investors are not allowed to participate in any securities lending on Mainland China.

3. Quotas Restrictions

Purchases of China Connect Securities through China Connect are subject to certain quota controls as described below. As a result, there is no assurance that a buy order can be successfully placed through China Connect. There is a daily quota that limits the maximum value of all Northbound buy trades that can be executed by Exchange Participants on each Trading Day ("Daily Quota"). The Daily Quota may change from time to time without prior notice and investors are advised to refer to the HKEx website and other information published by the HKEx for up-to-date information. The SEHK and the SSE and/or SZSE (as the case may be) may also set pricing and other restrictions on buy orders in order to prevent the artificial use or filling of the Daily Quota. If there is a restriction, rejection or suspension of Northbound buying (which would include any order that has been accepted but not yet executed) as a result of a breach of the Daily Quota or the relevant pricing and other restrictions, CSBHK will be unable to carry out any buy orders and any instruction to buy submitted but not yet executed will be restricted or rejected. Conversely, under the SEHK rules, investors may sell their China Connect Securities regardless of whether there is a breach of the Daily Quota.

4. Difference in trading day and trading hours

The Customer should note that, due to differences in public holiday between Hong Kong and Mainland China or other reasons such as bad weather conditions, there may be difference in trading days and trading hours in the two markets. China 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. So it is possible that there are occasions when it is a normal trading day for the Mainland China market but Hong Kong investors cannot carry out any A-share trading. The Customer should take note of the days and the hours which China Connect is open for business and decide according to their own risk tolerance capability whether or not to take on the risk of price fluctuations in A-shares during the time when China Connect is not trading.

5. Restrictions on selling imposed by front-end monitoring

For Customers who keeps their A-shares outside of CSBHK, if they want to sell certain A-shares they hold, they must transfer those A-shares to the respective accounts of CSBHK before the market opens on the day of selling (T day). If they fail to meet this deadline, they will not be able to sell those A-shares on T day.

6. The recalling of eligible stocks and trading restrictions

A stock may be recalled from the scope of eligible stocks for trading via China Connect for various reasons, and in such event the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the Customer. The Customer should therefore pay close attention to the list of eligible stocks as provided and renewed from time to time by SSE, SZSE and SEHK.

Under China Connect, the Customer will only be allowed to sell A-share but restricted from further buying if: (i) the A-share subsequently ceases to be a constituent stock of the relevant indices; (ii) the A-share is subsequently under "risk alert"; and/or (iii) the corresponding H share of the A-share subsequently ceases to be traded on SEHK. The Customer should also note that price fluctuation limit would be applicable to A-shares.

7. Trading costs

In addition to paying trading fees and stamp duties in connection with A-share trading, the Customer carrying out Northbound trading via China Connect should also take note of any new portfolio fees, dividend tax and tax concerned with income arising from stock transfers which would be determined by the relevant authorities.

8. Local market rules, foreign shareholding restrictions and disclosure obligations

Under China Connect, A-shares listed companies and trading of A-share are subject to market rules and disclosure requirements of the A-share market. Any changes in laws, regulations and policies of the A-share market or rules in relation to China Connect may affect share prices. The Customer should also take note of the foreign shareholding restrictions and disclosure obligations applicable to A-shares.

The Customer will be subject to restrictions on trading (including restriction on retention of proceeds) in A-shares as a result of its interest in the A-shares. The Customer is solely responsible for compliance with all notifications, reports and relevant requirements in connection with its interests in A-shares.

Under the current Mainland China rules, once an investor holds or controls shares (on an aggregate basis, i.e., including both domestically and overseas issued shares of the same Mainland China Listco (as defined below), whether the relevant holdings are through Northbound trading, QFII/RQFII regime or other investment channels) in a Mainland China incorporated company which is listed on a Mainland China stock exchange (a “Mainland China Listco”) above a certain threshold as may be specified from time to time by the relevant China Connect Authorities, the investor is required to disclose his interest within the period specified by the relevant China Connect Authorities and 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 China rules.

Where a Mainland China incorporated company has both H Shares listed on the SEHK and A-Shares listed on the SSE and/or SZSE (as the case may be), if an investor is interested in more than a certain threshold (as may be specified from time to time) of any class of voting shares (including A-Shares purchased through China Connect) in such Mainland China incorporated company, the investor is under a duty of disclosure pursuant to Part XV of the SFO. Part XV of the SFO does not apply where the Mainland China incorporated company has not listed any shares on the SEHK. It shall be the Customer’s responsibility to comply with any disclosure of interest rules from time to time imposed by the relevant China Connect Authorities and arrange for any relevant filings. According to existing Mainland China practices, Hong Kong and overseas investors as beneficial owners of A-shares traded via China Connect cannot appoint proxies to attend shareholders’ meetings on their behalf.

9. Currency risks

Northbound investments in the China Connect securities will be traded and settled in Renmibi. If the Customer holds a local currency other than RMB, the Customer will be exposed to currency risk if the Customer invests in a RMB product due to the need for the conversion of the local currency into RMB. During the conversion, the Customer will also incur currency conversion costs. Even if the price of the RMB asset remains the same when the Customer purchases it and when the Customer redeems / sells it, the Customer will still incur a loss when the Customer converts the redemption / sale proceeds into local currency if RMB has depreciated.

10. Pre-Trade Checking

SEHK is required to check all the Northbound sell orders either (i) on the stock account(s) at the Exchange Participant level or (ii) if the Customer has opened a SPSA with one or more Custodian Participants, on the relevant SPSA, to ensure there is no overselling in excess of the stock holding in the relevant account. Such Pre-Trade Checking will be carried prior to the start of each Trading Day.

For a client who places an SPSA Sell Order, the abovementioned Pre-Trade Checking will be carried out on the relevant SPSA. HKSCC will determine the number of China Connect Securities in each SPSA prior to the start of each Trading Day, which will serve as the limit for the amount of sell orders that may be executed in relation to each SPSA for that day. If there has been a failure (for whatever reason) to deliver China Connect Securities from the SPSA to settle a sell order, HKSCC may deduct those China Connect Securities from the balance of China Connect Securities available for selling from that SPSA on subsequent Trading Days, notwithstanding the actual China Connect Securities balance of that SPSA.

Accordingly, the Customer may be unable to execute Northbound sell orders due to Pre-Trade Checking related requirements. Please refer to the provisions set out in Clause 4 of this Addendum. Note in particular that the Customer may be unable to execute a sell order of China Connect Securities if (i) there has been a delay or failure for whatever reason in the transfer of the relevant China Connect Securities to any clearing account of CSBHK or (ii) (in respect of an SPSA Sell Order) there is not sufficient China Connect Securities in the relevant SPSA, even if the Customer has additional China Connect Securities in another SPSA, if for any other reason CSBHK considers that there is or may be non-compliance with any China Connect Laws or China Connect Rules. Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre Trade Checking and/or the relevant China Connect Laws or China Connect Rules shall be borne by the Customer.

Furthermore, CSBHK may act as executing broker for other clients in addition to the Customer in relation to the China Connect Securities. If any other such client fails to deliver sufficient China Connect Securities to CSBHK or its Clearing Participant to ensure timely settlement of that client’s SPSA Sell Order, CSBHK or its Clearing Participant may have an overdue short stock position in the relevant China Connect Securities, resulting in all of CSBHK’s settlement instructions in CCASS for delivery the same China Connect Securities to be put on hold by HKSCC pending resolution of the shortfall. While such settlement instructions are placed on hold, there may be a delivery failure in respect of the Customer’s SPSA Sell Orders in respect of the same China Connect Securities.

11. Company Announcements on Corporate Actions

Any corporate action in respect of China Connect Securities will be announced by the relevant issuer through the SSE website and/or SZSE website (as the case may be) and certain appointed newspapers. HKSCC will also record all corporate actions relating to China Connect Securities in CCASS and inform its clearing participants of the details via the CCASS terminals as soon as practicable on the announcement date. Investors engaged in Northbound trading may refer to the SSE website and/or the SZSE website (as the case may be) and the newspapers and websites officially appointed from time to time or, alternatively, the HKEx website’s China Stock Markets Web (or such other replacement or successor web page from time to time) for corporate actions in respect of China Connect Securities issued on the previous Trading Day. Investors should note that (i) issuers that are listed on the China Connect Markets publish corporate documents in simplified Chinese only, and English translations will not be available and (ii) issuers listed on the ChiNext Board are required to publish certain corporate announcements on their corporate websites and the officially appointed websites only.

In addition, HKSCC will endeavour to collect and distribute cash dividends relating to China Connect Securities to clearing participants in a timely manner. Upon receipt of the dividend amount, HKSCC will to the extent practicable arrange to distribute to relevant clearing participants on the same day.

Unlike the current practice in Hong Kong in respect of SEHK-listed shares, investors engaged in Northbound trading may not be able to attend shareholder meetings by proxy or in person.

CSBHK does not and cannot ensure the accuracy, reliability or timeliness of any company announcements of corporate actions and neither CSBHK, its Affiliates nor any Related Person accept any liability (whether in tort or contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays or omissions or any actions taken in reliance thereon. CSBHK expressly disclaims all warranties, expressed or implied, as to the accuracy of any company announcement or as to the fitness of the information for any purpose.

12. ChiNext Shares

ChiNext Shares involve a high investment risk. In particular, profitability and other financial requirements for listing on the ChiNext Board are less stringent than the Main Board and the SME Board of the SZSE. The Customer should make the decision to invest only after due and careful consideration.

Companies listed on the ChiNext Board may include enterprises in the innovation and technology sector as well as other start-up and/or growth enterprises with smaller operating scale and share capital. Stock prices may also be more susceptible to manipulation due to fewer circulating shares. Accordingly, the ChiNext Shares may be very volatile and illiquid. In addition, current information on such companies may be limited and may not be widely available. It may be more common and easier for companies listed on the ChiNext Board to be delisted. The ChiNext Shares may become very illiquid after delisting. The Customer may suffer a total loss of its investment in the event of a delisting. The Customer should seek independent professional advice if it is uncertain of or have not understood any aspect of this Annex or the nature and risks involved in trading of ChiNext Shares. The above may not cover all risks related to China Connect and any above mentioned laws, rules and regulations are subject to changes.

中華通相關之附錄

本附錄適用於中信證券經紀（香港）有限公司（「**中信證券經紀香港**」）為客戶所提供的所有中華通及相關服務之交易。本附錄所列條款及條件為客戶與中信證券經紀香港之間的證券買賣條款及條件、證券買賣條款及條件（專業投資者－機構）（各自稱為「**條款及條件**」）及／或其他相關協議的補充，並且不會對該等條款及條件及／或其他相關協議造成影響。若本附錄與客戶與中信證券經紀香港之間的任何其他協議存在衝突或不一致，以本附錄為準。

本附錄構成具有法律約束力的合同。客戶透過中信證券經紀香港所提供之服務進行中華通交易，即被視為已接受並同意受本附錄所列條款及條件約束

1. 定義

本附錄中未另行定義的詞彙即視為與條款及條件中所列相同詞彙具有同等涵義。本附錄中的下述詞彙應採用以下涵義：

A股指由在中國內地註冊成立、並在中國內地A股市場上市及交易的公司所發行的任何證券，而非在聯交所發行及交易的證券。

適用法律指香港及／或中國內地所適用的所有法律、規章與規例，包括聯交所中華通規則、上交所規則、深交所規則及任何相關交易、結算系統、監管機構及／或中華通相關機構的任何規例、政策或指引。

中央結算系統指香港結算為結算在聯交所上市或買賣的證券而操作的香港中央結算及交收系統及／或就中華通設立的任何系統。

中華通指滬港通及／或深港通（視乎上述何種情況而定）。

中華通機構指規管中華通及中華通相關活動的監管機構，包括但不限於中國證監會、中國人民銀行、國家外匯管理局、證監會及任何其他就中華通擁有司法管轄權、權限或職責的監管機構、部門或機構。

中華通實體指提供中華通相關服務的交易所、結算系統及其他實體，包括但不限於聯交所、香港結算、聯交所子公司、上交所、深交所及中國結算。

中華通法律指所有香港及中國內地與中華通及中華通相關活動有關的法律法規。

中華通規則指任何中華通機構或中華通實體就中華通或中華通涉及的任何活動不時頒佈或應用的任何規則、政策或指引。

中華通證券指投資者可透過中華通買賣且在任何上交所及／或深交所（視乎上述何種情況而定）上市及買賣的證券。

創業板合資格投資者指《證券及期貨條例》附表1第1部第1條「專業投資者」第(a)、(b)、(c)、(d)、(e)、(f)、(g)、(h)或(i)段定義的「專業投資者」或中華通機構許可或批准可透過深港通買賣創業板股份的其他類型投資者。

創業板股份指香港及海外投資者可透過深港通買賣的任何深交所創業板上市證券。

結算參與者具有中央結算系統規則所賦予該詞的涵義。

中國結算指中國證券登記結算有限責任公司。

中國證監會指中國證券監督管理委員會。

託管商參與者具有中央結算系統規則所賦予該詞的涵義。

交易所參與者具有聯交所規則所賦予該詞的涵義。

香港結算指香港中央結算有限公司。

H股指於中國內地註冊成立並於聯交所上市的公司所發行的任何證券。

中國內地指中華人民共和國（不包括香港、澳門及台灣）。

中國內地居民指中國內地國民及在中國內地境外司法管轄區並無永久居住權的人士。

北向交易指香港及國際投資者透過中華通買賣中華通證券。

中國人民銀行指中國人民銀行。

前端監控指中華通法律項及中華通規則下的要求及程序，據此，若投資者的戶口中並無足夠可用的中華通證券，中華通實體或中華通機構可拒絕處理有關投資者的賣盤。

人民幣指可於香港交收之中華人民共和國法定貨幣。

國家外匯管理局指國家外匯管理局。

聯交所指香港聯合交易所有限公司。

聯交所中華通規則指就實施中華通而修訂的聯交所規則，經不時修訂、補充、更改及／或修改。

聯交所子公司指聯交所全資子公司，為根據《證券及期貨條例》獲正式授權的自動交易服務供應商，根據中國內地適用法律獲准透過中華通提供買賣盤傳遞服務。

證監會指證券及期貨事務監察委員會。

《證券及期貨條例》指香港法例第571章《證券及期貨條例》。

滬港通指聯交所、上交所、香港結算及中國結算為了建立聯交所與上交所之間的市場互聯互通而開發或將予開發的證券交易及結算機制。

深港通指聯交所、深交所、香港結算及中國結算為了建立聯交所與深交所之間的市場互聯互通而開發或將予開發的證券交易及結算機制。

特別獨立戶口指中央結算系統規則所界定的特別獨立戶口。

特別獨立戶口賣盤具有第4.3條所賦予該詞的涵義。

上交所指上海證券交易所。

上交所規則指上交所在滬港通機制下就於上交所進行股票上市及買賣活動而不時修訂、補充及／或發佈的規則、運作程序、規例、通函及通告。

深交所指深圳證券交易所。

深交所規則指深交所在深港通機制下就於深交所（包括創業板）進行股票上市及買賣活動而不時修訂、補充及／或發佈的規則、運作程序、規例、通函及通告。

稅項指所有針對或就(i)中華通證券；(ii)現金；(iii)本附錄項下進行的任何交易；或(iv)客戶徵收的所有稅項（包括但不限於任何資本利得稅、營業稅）、關稅、徵稅、賦稅、收費、應評稅、扣減、預扣稅及相關法律責任（包括附加稅、罰款及利息）。

交易日指聯交所開放於(a)香港及上海（若為滬港通）；及(b)香港及深圳（若為深港通）進行北向交易的日子，其中「T日」指執行交易日，「T+1日」指（視乎上述何種情況而定）T日之後的一個交易日（或就基金交收而言，指T日之後的一個營業日；營業日指銀行在(a)香港及上海（若為滬港通）或(b)香港及深圳（若為深港通）一般開門營業的日子）。

2. 合資格投資者

2.1 客戶在（包括但不限於）本附錄條款及條件生效首日以及在每次根據本附錄條款及條件作出中華通證券買賣盤或發出有關中華通證券的指示時，持續作出以下有效的聲明及承諾：

- 2.1.1 客戶並非中國內地居民或根據中國內地法律註冊成立或登記的實體；
- 2.1.2 若客戶為中國內地居民，則客戶使用合法擁有並位於中國內地境外的基金對中華通證券作出投資；或
- 2.1.3 若客戶為根據中國內地法律註冊成立或登記的實體，則已根據任何具管轄權的中國內地監管機構批准的任何方案（包括合格境內機構投資者管理辦法（若適用））或所發出的任何其他批文投資中華通證券。

2.2 客戶投資中華通證券並無違反中國內地法律法規，包括有關外匯管制及申報的法律法規；及

2.3 只有當客戶為創業板合資格投資者時，才可買賣創業板股份；若客戶為中介（包括但不限於基金經理、資產經理、經紀或執行買賣盤者），則只有代表的相關客戶屬於創業板合資格投資者時，才可買賣創業板股份。

3. 回轉交易及無備兌賣空活動

客戶知悉中華通交易不允許回轉交易及無備兌賣空活動。客戶透過中華通購買的股份不能於結算前出售。中信證券經紀香港有權拒絕任何回轉交易、無備兌賣空活動或其他被認為與適用法律不相符的交易。

所有中華通交易均須通過上交所及／或深交所（視乎上述何種情況而定）進行，不得進行任何場外交易或非自動對盤交易。

4. 前端監控及特別獨立戶口賣盤

4.1 客戶承諾將遵守中華通機構及中華通實體頒佈的任何前端監控相關規定，或中信證券經紀香港知會客戶的任何前端監

控相關規定。客戶承諾會確保名下中信證券經紀香港的戶口或相關特別獨立戶口（如適用）於適用截止時間前（截止時間由中信證券經紀香港不時通知客戶）有足夠可用的中華通證券，以於相關交易日作出任何擬進行的賣盤。

4.2 根據第4.3條，若中信證券經紀香港認為，在適用截止時間前（截止時間由中信證券經紀香港不時通知客戶），客戶戶口內可用的中華通證券不足以結算賣盤（不論因何原因），則中信證券經紀香港可全權酌情：

4.2.1 拒絕客戶的全部或部分賣盤；

4.2.2 使用中信證券經紀香港為本身持有或代表其他客戶持有的指定中央結算系統股票戶口中的任何中華通證券，以滿足客戶賣盤的前端監控要求，在此情況下，就中信證券經紀香港因買入或以其他方式取得客戶未能就賣盤交付相關數目的中華通證券而產生的任何成本、損失或開支，客戶應按中信證券經紀香港全權酌情釐定的條款及價格（包括任何相關費用及開支）於指定時間向中信證券經紀香港作出償付；或

4.2.3 採取中信證券經紀香港認為必要或適當的任何其他措施，以遵守前端監控及／或相關中華通法律或中華通規則及補足客戶的差額（包括但不限於運用來自其他來源可供中信證券經紀香港使用的任何其他中華通證券）。

4.3 在本附錄以及條款及條件規定的規限下，中信證券經紀香港可能允許客戶就特別獨立戶口中的中華通證券發出賣盤（本附錄所指賣盤為「特別獨立戶口賣盤」），在此情況下，該特別獨立戶口須進行前端監控。若已執行特別獨立戶口賣盤，則相關中華通證券將被交付予中信證券經紀香港或相關結算參與者，以供結算。

4.4 若中信證券經紀香港已同意客戶提交特別獨立戶口賣盤，則客戶可指示中信證券經紀香港執行與指定特別獨立戶口有關的特別獨立戶口賣盤，惟須滿足以下條件：

4.4.1 客戶須已根據中央結算系統規則於託管商參與者開立該特別獨立戶口、已就該特別獨立戶口發出投資者識別編號、已指定及授權中信證券經紀香港作為該特別獨立戶口的執行經紀及已提供中信證券經紀香港可能不時要求有關該特別獨立戶口的詳細資料（包括投資者識別編號）；

4.4.2 根據香港結算、聯交所或聯交所子公司的規定，於我們就該特別獨立戶口指定執行經紀的生效日期之前，不得就某特定特別獨立戶口受理特別獨立戶口賣盤；

4.4.3 任何特別獨立戶口賣盤須於客戶獲悉指示時指定為特別獨立戶口賣盤，並按客戶與中信證券經紀香港不時協定的格式及方式載列有關詳情（包括相關投資者識別編號）；若客戶未能如此行事，中信證券經紀香港有權按非特別獨立戶口賣盤執行該買盤，而第[4.2]條規定適用於該情況；

4.4.4 中信證券經紀香港有權依賴客戶就特別獨立戶口賣盤提供的全部資料，包括投資者識別編號；

4.4.5 中信證券經紀香港有權假設客戶（或代表客戶的客戶託管商參與者）為結算特別獨立戶口賣盤而將予交付的相關中華通證券，將從同一個特別獨立戶口交付至相關特別獨立戶口賣盤；及

4.4.6 客戶須遵守並促使相關託管商參與者遵守香港結算、聯交所或相關聯交所子公司可能不時施行的任何其他相關規定。

4.5 為免生疑問，中信證券經紀香港沒有義務同意作為特別獨立戶口的指定執行經紀或繼續提供有關特別獨立戶口賣盤的執行服務。中信證券經紀香港可隨時全權酌情拒絕執行任何或所有客戶特別獨立戶口相關的特別獨立戶口賣盤。

4.6 指示中信證券經紀香港執行特別獨立戶口賣盤，即表示客戶聲明及保證：

4.6.1 相關特別獨立戶口由客戶託管商參與者代為持有，客戶已授權中信證券經紀香港代為出售特別獨立戶口的中華通證券，且中信證券經紀香港為該特別獨立戶口的指定執行經紀；

4.6.2 該特定特別獨立戶口有足夠的中華通證券，且已安排相關託管商參與者向中信證券經紀香港或它的結算參與者交付該特別獨立戶口中的相關中華通證券，以確保及時結算特別獨立戶口賣盤，客戶知悉及確認，若於前端監控時它的特別獨立戶口並無足夠的中華通證券，則有關特別獨立戶口的賣盤可能遭到拒絕；及

4.6.3 客戶已授權複製、複印及傳送他的特別獨立戶口的股票持有記錄，以供聯交所及相關聯交所子公司執行前端監控。

4.7 就客戶已發出指示的特別獨立戶口賣盤而言，若因任何原因延遲、未完全或未能交付相關中華通證券，客戶承諾：

4.7.1 就因延遲、未完全或未能交付而產生的任何成本、損失或開支，包括但不限於為補足差額而買入等量中華通證券而產生的任何成本及稅收、任何中華通監管機構施加的任何罰款，以及因中信證券經紀香港或其他客戶的任何中華通證券無法出售（不論因屬「凍結證券」或其他原因）或因香港結算未能將為中信證券經紀香港或其他客戶賬戶購買的任何中華通證券交付予中信證券經紀香港而產生的融資成本、對沖成本及以市價計算的損失，向中信證券經紀香港作出彌償並避免中信證券經紀香港蒙受損失；

- 4.7.2 提供或促使相關託管商參與者立即提供香港結算可能規定的任何未交收或逾期未交收股份數額相關的所有資料及證明文件，以確定出現未交收或逾期未交收股份數額的原因是相關託管商參與者未能將相關特別獨立戶口中的中華通證券交付予中信證券經紀香港；
- 4.7.3 促使盡快向中信證券經紀香港交付相關中華通證券，且於任何情況下，均須於中信證券經紀香港規定的時間內完成交付，使之能夠履行向香港結算或中信證券經紀香港客戶交付的義務；及
- 4.7.4 同意中信證券經紀香港可能要求香港結算對客戶特別獨立戶口的可售結餘作出調整，從而可能會導致客戶特別獨立戶口的可售結餘減少。
- 4.8 客戶承諾(i)未經中信證券經紀香港事先同意，客戶將不會就任何中信證券經紀香港已獲指定為該特別獨立戶口的執行經紀的特別獨立戶口的狀態作出任何變動，包括但不限於終止或暫停特別獨立戶口或撤銷中信證券經紀香港作為該特別獨立戶口的指定執行經紀；及(ii)客戶將立即知會中信證券經紀香港可能導致有關變動的任何事件或潛在事件。
- 4.9 此外，若因任何其他原因中信證券經紀香港認為存在或可能存在不符合任何中華通法律或中華通規則的情況，中信證券經紀香港可全權酌情拒絕客戶的全部或部分賣盤。因不符合或可能不符合前端監控及／或相關中華通法律或中華通規則而引致的任何風險、損失或成本須由客戶承擔。
- 4.10 若客戶就分配至其所管理的任何基金的任何中華通證券發出任何賣盤指令，客戶承諾會確保於適用截止時間前（截止時間由中信證券經紀香港不時通知客戶），分配至有關基金的客戶賬戶有足夠可用的中華通證券，以於相關交易日作出任何有關建議賣盤。於任何情況下，客戶均有責任確保他所管理的各基金遵守適用於相關基金的所有中華通法律及中華通規則。因不符合或可能不符合前端檢查及／或相關中華通法律或中華通規則而引致的任何風險、損失或成本須由客戶承擔。

5. 境外持股量限制

- 5.1 實施境外持股量限制：中信證券經紀香港有權於接到中華通機構的強制出售通知（「**強制出售通知**」）時強制出售客戶股份。中信證券經紀香港有權於接到中華通機構或其他監管機構的出售及沽空任何中華通證券要求時，要求客戶於相關中華通機構規定的期限內出售或沽空相應證券。客戶授權中信證券經紀香港，有權根據所適用的法律決定出售證券或安排出售證券的時間、價格和條件。
- 5.2 根據所有適用法律，若客戶所持有的中華通證券被列為強制出售通知的標的，且該等證券已由執行北向交易買盤訂單的結算參與者（「**原有結算參與者**」）轉由另一個結算參與者或託管人（「**接投代理人**」）持有，客戶授權中信證券經紀香港代表客戶向接收代理人發出指令，向原有結算參與者返還相關中華通證券。

6. 遵守適用法律及規例

- 6.1 客戶同意遵守所有適用法律，包括但不限於聯交所中華通規則、上交所規則、深交所規則及／或中國內地有關北向交易的其他適用法律。
- 6.2 客戶同意完全了解並遵守中國內地有關短線交易利潤及披露責任的法規與章程。根據中國內地法規，若(a)客戶在某一上市公司持股數超過中華通機構不時規定的持倉量，及(b)相應交易發生於六個月之內（或其他所規定的時段之內），「短線交易利潤法則」或會要求客戶交還買賣中華通證券所獲得的任何利潤。客戶同意在相關中華通機構所規定的期限內履行全部權益披露義務。

7. 取消與拒絕訂單

- 7.1 中信證券經紀香港有權於緊急情況（如香港懸掛八號颱風訊號，或中信證券經紀香港無法控制且可能影響買賣盤指令或交易結算的任何其他情況）下取消客戶訂單。在緊急情況（如聯交所失去與上交所、深交所及／或其他有關機構的聯絡管道等）下，中信證券經紀香港或未能發出客戶的取消買賣盤指令；在該等情況下，如訂單經已配對及執行，投資者須承擔交收責任。
- 7.2 客戶應知悉，聯交所或會應上交所或深交所要求（視乎上述何種情況而定），要求中信證券經紀香港拒絕處理客戶訂單。中信證券經紀香港、其聯屬人士及／或關聯人士無須就由聯交所、上交所、深交所及／或任何中華通機構取消或拒絕的任何買賣盤向客戶承擔責任。

8. 客戶資訊披露與調查

客戶同意，若有違反上交所及／或深交所規則（視乎上述何種情況而定）及／或中國內地其他證券法律法規，或違反上交所及／或深交所規則（視乎上述何種情況而定）所述的披露及其他責任的情況，上交所及／或深交所（視乎上述何種情況而定）有權進行調查，並可能透過聯交所及／或一家聯交所子公司（及／或任何其他政府或監管機構）要求中信證券經紀香港提供客戶及交易相關資料及材料協助調查。客戶授權中信證券經紀香港(1)執行中信證券經紀香港認為適當的披露要求；及(2)向聯交所（或任何其他政府或監管機構）轉發客戶身份及任何交易資訊，聯交所可能繼而轉發予上交所及／或深交所以作監察及調查之用。

9. 警告

客戶知悉，上交所及／或深交所（視乎上述何種情況而定）可要求聯交所要求中信證券經紀香港(1)向客戶發出口頭或書面警告，以及／或(2)停止透過中華通向客戶提供北向交易服務。中信證券經紀香港、其聯屬人士及／或關聯人士無須就因遵循上交所、深交所及／或中華通相關機構的要求而進行的作為或不作為承擔責任。

10. 相關機構免責條款

客戶知悉及同意，中信證券經紀香港、客戶或任何第三者若因北向交易或任何買賣盤傳遞系統（包括中國股市連接系統）而直接或間接蒙受任何損失或損害，香港交易所、聯交所、上交所、深交所、它們各自的子公司以及它們各自的董事、僱員及代理人概不負責。

11. 結算

11.1 北向交易將遵循上交所及／或深交所（視乎上述何種情況而定）結算週期。對於中華通證券交易的結算，中國結算將於T日借記或貸記參與者（香港結算亦作為結算參與者）之證券賬戶。中信證券經紀香港或會採用與中國結算不同的結算安排。除中信證券經紀香港同意預付或另作結算安排的情況之外，交易的基金結算將會於T+1日進行。若中信證券經紀香港在收到香港結算的相關基金以代客結算交易前須與客戶結算基金，中信證券經紀香港同意該等基金應被視為中信證券經紀香港向客戶作出的貸款，該筆貸款（全部或部分）須[按要求於2小時內或中信證券經紀香港可能全權酌情釐定的更短時間內]償還，該筆貸款還須有擔保並按中信證券經紀香港不時認為合適的利率計息。

11.2 發出特別獨立戶口賣盤指令時，客戶授權中信證券經紀香港向它的託管商參與者及聯屬人士提供有關特別獨立戶口賣盤的指示及資料（包括投資者識別編號）（如有必要或適當），以促使及時結算任何由此產生的交易，且客戶同意受該交易約束並及時結算該交易，而客戶毋須於結算前向中信證券經紀香港或客戶託管商作進一步確認。客戶同意，於中信證券經紀香港執行該特別獨立戶口賣盤後，將不會修改特別獨立戶口賣盤結算安排。

11.3 客戶同意，若買賣盤（包括特別獨立戶口賣盤）導致交易無法及時結算，中信證券經紀香港有權立即（毋須事先通知客戶）採取中信證券經紀香港認為可適當的措施（包括但不限於採取任何措施出售、變現、處置或以其他方式處理相關中華通證券），以減低或消除中信證券經紀香港蒙受或可能蒙受的任何損失或負債，而就中信證券經紀香港在行使上述權利時可能產生的任何負債、開支或其他損失，客戶應對中信證券經紀香港作出彌償並使中信證券經紀香港免受損失。客戶同意，根據本條款，因中信證券經紀香港或它的代理的任何作為或不作為造成的任何損失、減值或其他損害，中信證券經紀香港毋須對客戶承擔任何責任。

11.4 儘管條款及條件以及本附錄有任何規定，然而，若中信證券經紀香港確定並無足夠人民幣流動資金結算任何買盤，中信證券經紀香港可全權酌情拒絕客戶處理有關買盤的指示。

12. 稅務

客戶須承擔中華通下中華通證券的全部稅項，包括但不限於資本所得稅（如有）或其他香港及／或中國內地的稅收。若客戶買賣盤或戶口產生任何稅項，中信證券經紀香港將從客戶戶口截留或扣除相應金額，客戶須承擔全數差額。客戶須就持有或交易或以其他方式處理中華通證券可能產生的稅項對中信證券經紀香港、其聯屬人士及關聯人士進行彌償。客戶應就透過中華通交易可能產生的稅務後果徵詢稅務顧問和律師。

13. 北向交易相關風險

客戶須接納中華通及北向交易所涉及的風險，包括但不限於買賣中華通證券的禁限、對違反任何適用法律負責或承擔法律責任。客戶應仔細閱讀、理解並接受附件一中的有關中華通特定風險披露。

14. 終止

本附錄及／或條款及條件終止後，第5條（境外持股量限制）、第6條（遵守適用法律及規例）、第8條（客戶資訊披露與調查）、第9條（警告）、第10條（相關機構免責條款）、第12條（稅務）、第13條（北向交易相關風險）、第14條（貨幣轉換）及第15條（費用及法律責任）仍然有效。

15. 貨幣轉換

若客戶戶口內之人民幣資金不足以支付北向交易訂單或因交易產生的任何其他支付義務，客戶授權中信證券經紀香港代客戶將其他貨幣資金轉換為人民幣以完成相關交易。上述貨幣轉換或會在未另行通知客戶的情況下由中信證券經紀香港根據它的合理決定之匯率自動執行。客戶需承擔因基於本附錄所作貨幣轉換而導致的任何風險、損失或費用。若客戶戶口內之人民幣資金不足，相關交易及結算可能延遲或失敗，客戶或會無法出售或轉讓相關中華通證券。

16. 費用及法律責任

客戶應承擔因進行中華通交易產生的所有費用。客戶須向中信證券經紀香港、其聯屬人士及關聯人士全額彌償後者因提供本附錄所載服務而直接或間接產生的所有索賠、要求、訴訟、法律程序、損害、成本、開支、損失及其他法律責任，包括但不限於中信證券經紀香港、其聯屬人士及關聯人士因執行客戶及／或任何中華通機構所發出指令而產生的任何開支與費用（包括法律費用）。

17. 適用法律

本附錄適用香港特別行政區法律並依該法解釋。客戶接受香港特別行政區法院的非專屬管轄。

附件一
中華通的特定風險披露

(關於證券買賣條款及條件的風險披露聲明補充)

1. 不受投資者賠償基金保障

客戶須注意，香港的投資者賠償基金並不涵蓋中華通下的任何北向交易或南向交易。對於參與北向交易的香港投資者而言，由於他們是通過香港本地券商進行北向交易，該等券商並非中國內地證券公司，因此中國內地投資者保護基金亦不涵蓋中華通北向交易。

2. 沽空

香港及海外投資者透過北向交易投資A股時，不可進行無備兌賣空活動。香港及海外投資者透過北向交易出售A股時，不能參與中國內地的任何融券計劃。

3. 額度限制

透過中華通購買中華通證券受制於下述若干額度限制。因此，無法保證能透過中華通成功處理買盤。

每個交易日交易所參與者能夠執行的所有北向買入交易的最高額度受每日額度限制（「每日額度」）。每日額度有可能在沒有事先通知的情況下不時變動，建議投資者參閱香港交易所網站及香港交易所公佈的其他資料以獲取最新資料。

聯交所及上交所（及／或深交所（視乎上述何種情況而定）亦或會對買盤設置定價及其他限制，以防止虛假使用或申報每日額度。

若由於違反每日額度或相關定價及其他限制導致北向買盤受到限制、拒絕或駁回（包括已接受但尚未執行的任何買盤），中信證券經紀香港將不能夠執行任何買盤，並已呈交但尚未執行的任何買入指示將會被限制或拒絕。

反之，根據聯交所規則，無論是否存在違反每日額度的情況，投資者均可能會賣出名下的中華通證券。

4. 交易日及交易時間差異

客戶應注意因香港和中國內地的公眾假期日子不同或惡劣天氣等其他原因，兩地交易日及交易時間或有所不同。由於中華通只有在兩地市場均為交易日、而且兩地市場的銀行在相應的款項交收日均開放時才會開放，所以有可能出現中國內地市場為正常交易日、而香港投資者卻不能買賣A股的情況。客戶應該注意中華通的開放日期及時間，並因應自身的風險承受能力決定是否在中華通不交易的期間承擔A股價格波動的風險。

5. 前端監控對沽出的限制

對於那些一般將A股存放於中信證券經紀香港以外的客戶而言，如果需要沽出所持有的某些A股股票，必須在不晚於沽出當天（T日）開市前成功把該A股股票轉至中信證券經紀香港賬戶中。如果客戶錯過了此期限，將不能於T日沽出該A股。

6. 合資格股票的調出及買賣限制

當一些原本為中華通合資格股票由於各種原因被調出中華通範圍時，該股票只能被賣出而不能被買入。這對客戶的投資組合或策略可能會有影響。客戶需要密切關注上交所、深交所及聯交所提供及不時更新的合資格股票名單。

中華通股票將在以下幾種情況下被暫停買入（但允許賣出）：(i)該A股不再屬於有關指數成份股；(ii)該A股被實施「風險警示」；及／或(iii)該A股相應的H股不再在聯交所掛牌買賣。客戶亦需要留意A股交易有可能受漲跌停板幅度限制。

7. 交易費用

經中華通進行北向交易的投資者除了需要繳交買賣A股的交易費用及印花稅外，還需留意可能會產生新的組合費、紅利稅及針對股票轉讓收益的稅負（由相關部門釐定）。

8. 本地市場規則、外資持股比例限制及披露責任

中華通相關的A股上市公司及交易須遵守A股的市場法規及披露責任，任何A股市場的相關法律、法規及政策或中華通相關規則的任何改動均有可能影響股價。客戶亦應留意A股的外資持股比例限制及披露責任。

因客戶擁有A股權益，客戶將受制於有關A股買賣的限制（包括有關所得款項保留的限制）。客戶需自行負責所有相關通知、申報及A股權益披露之合規要求。

根據現行中國內地法律，當任何一名投資者持有或控制一家在中國內地註冊成立並在中國內地證券交易所上市的公司（「中國內地上市公司」）的股份（按合併基準計，即包括同一家中國內地上市公司（定義見下文）在國內及海外已發行的股份，而不論相關持股是透過北向交易、QFII/RQFII機制還是其他投資渠道獲得）超過相關中華通機構不時規定的特定限額，該投

資者須於相關中華通機構規定期間內披露他的權益，且在此期間，該投資者不得買賣該公司股份。該投資者亦須就持股量的變化按中國內地法律進行披露並遵守相關的買賣限制。

若一家在中國內地註冊成立的公司之H股在聯交所上市及A股在上交所（及／或深交所（視乎上述何種情況而定）上市，若投資者持有該中國內地註冊成立公司的任何一類具有表決權的股份（包括透過中華通購買的A股）之權益超過（可能不時指定的）特定限額，該投資者有義務根據《證券及期貨條例》第XV部作出相關披露。若該中國內地註冊成立公司並無任何股份在聯交所上市，《證券及期貨條例》第XV部將不適用。

客戶有責任遵守相關中華通機構不時實施的任何權益披露規則並安排任何相關申報事宜。

根據現行中國內地慣例，香港及海外投資者作為透過中華通所買賣A股的實益擁有人，並不能委任代表為親身出席股東大會。

9. 貨幣風險

中華通證券北向投資以人民幣進行交易和交收。客戶若以人民幣以外的本地貨幣投資人民幣資產，由於要將本地貨幣轉換為人民幣，便需承受匯率風險。在匯兌過程中，將會牽涉轉換貨幣的成本。即使在客戶購買資產及贖回／出售資產時，該人民幣資產的價格不變，然而，於客戶將贖回／出售所得款項轉換為本地貨幣的過程中，如果人民幣貶值，客戶亦會遭受損失。

10. 前端監控

聯交所須檢查(i)交易所參與者股份戶口；或(ii)相關特別獨立戶口（若客戶已於一個或多個託管商參與者開立特別獨立戶口）的所有北向賣盤，以確保相關戶口所持股份不會賣空。此前端監控將於每個交易日開始前進行。

就發出特別獨立戶口賣盤的客戶而言，將會對相關特別獨立戶口進行以上前端監控。香港結算將於每個交易日開始前釐定每個特別獨立戶口的中華通證券數目，該數目將作為當日可能執行的特別獨立戶口賣盤的限額。若未能（不論因何原因）交付特別獨立戶口的中華通證券以結算賣盤，則香港結算可能會在其後交易日從特別獨立戶口的中華通證券可售結餘中扣減該等中華通證券，而不管該特別獨立戶口的中華通證券實際結餘。

因此，由於前端監控的相關規定，客戶可能無法執行北向賣盤。請參閱本附錄第 4 條所載條文。敬請注意，若出現以下情況，客戶可能無法執行中華通證券賣盤：(i)於轉移相關中華通證券至中信證券經紀香港的任何結算賬戶時，出現延誤或失敗（不論因何原因）；或(ii)若因任何其他原因，中信證券經紀香港認為存在或可能存在不符合任何中華通法律或中華通規則，而（就特別獨立戶口賣盤而言）客戶於相關的特別獨立戶口中沒有足夠的中華通證券，即使於另一個特別獨立戶口中擁有額外的中華通證券。

因不符合或可能不符合前端監控及／或相關中華通法律或中華通規則而引致的任何風險、損失或成本須由客戶承擔。

此外，除作為中華通證券相關客戶的執行經紀外，中信證券經紀香港可能亦擔任其他客戶的執行經紀。若任何其他有關客戶無法向中信證券經紀香港或它的結算參與者交付足夠的中華通證券，以確保及時結算該客戶的特別獨立戶口賣盤，則中信證券經紀香港或它的結算參與者的相關中華通證券中可能存在逾期未交收股份數額，致使在有關差額補足之前，香港結算暫緩處理所有中信證券經紀香港於中央結算系統交付相同數目中華通證券的結算指令。由於該等結算指令被暫緩處理，客戶於特別獨立戶口賣盤中的相同數目中華通證券可能交付失敗。

11. 有關企業行動的公司公告

相關發行人將透過上交所網站及／或深交所網站（視乎上述何種情況而定）及若干指定報章公佈有關中華通證券的任何企業行動。香港結算亦將於中央結算系統記錄有關中華通證券的所有企業行動，並於公告日期於可行情況下盡快透過中央結算系統終端機通知它的結算參與者有關詳情。參與北向交易的投資者可參考上交所網站及／或深交所網站（視乎上述何種情況而定）及官方不時指定的報章及網站，亦可參考香港交易所網站中國證券市場網頁（或不時出現的其他替代或新網頁），從而得知有關於上個交易日發行的中華通證券的企業行動。投資者謹請注意：(i)於中華通市場上市的發行人只會刊登簡體中文版本的企業文件，並不提供英文譯本；及(ii)於創業板上市的發行人只需於公司網站及官方指定網站刊發若干公司公告。

此外，香港結算將致力於及時托收及向結算參與者分派與中華通證券相關的現金股息。收到股息後，香港結算將在可行的情況下安排於同日向相關結算參與者分派股息。

與香港有關聯交所上市股份的現行慣例不同，參與北向交易的投資者可能無法委派委任代表或親身出席股東大會。

中信證券經紀香港不保證、亦無法保證企業行動的任何公司公告的準確性、可靠性或及時性，而中信證券經紀香港、其聯屬人士或任何關聯人士概不對任何錯誤、誤差、延誤或遺漏或因倚賴該等公告而採取的任何行動導致的任何損失或損害承擔責任（無論是侵權責任或合約責任或其他）。中信證券經紀香港明確表示不為任何目的對公司公告的準確性或資料的適當性作出任何明示或暗示保證。

12. 創業板股份

創業板股份所涉及的投資風險較高。具體而言，創業板對上市的盈利能力及其他資金要求的嚴格程度低於深交所主板及中小企業板。客戶應經審慎周詳考慮後方作出投資決定。

於創業板上市的公司可能包括創新及科技行業的企業以及其他經營規模較小及股本較低的創業企業及／或成長型企業。由於流通股較少，股價亦可能更容易受到操控。因此，創業板股份的波動性可能極大，而流通性可能極低。此外，有關該等公司的現有資料可能有限，且流傳不廣。

於創業板上市的公司被除牌的可能性較高，也較易被除牌。除牌後，創業板股份的流通性可能會變得極低。一旦除牌，客戶可能會損失全部投資。

若客戶對本附錄的任何方面或創業板股份的性質及買賣創業板股份所涉及的風險存在不確定或有不明白之處，應尋求獨立專業意見。上文僅涵蓋中華通所涉及的部分風險，且上文所述相關法律、法規及規則有可能會更改。