各户號 A/C No.:
客戶姓名 A/C Name:
開戶方式 A/C Opening Approach:



# 證券保证金賬戶申請表

(個人戶口)

香港灣仔港灣道18號中環廣場48樓4806-07室 Suite 4806-07, 48/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong

電話 Tel: (852) 2523 8221

傳真 Facsimile: (852) 2810 7978

網址 Website: www.metasecurities.com

# 第一部分:個人-自我證明表格

《外國帳戶稅務合規法案》(簡稱「FATCA」)與《通用報告準則》(簡稱「CRS」) 請務必於填寫此部分之前先閱讀第14頁附1「個人-自我證明表格說明(FATCA及CRS)」

Part 1: Individual Tax Residency Self-Certification Form

《United States Government Foreign Account Tax Compliance Act》(「FATCA」)and 《Common Reporting Standard》(「CRS」)

Please review appendix 1 (Instructions for Individual Tax Residency Self-Certification (FATCA and CRS)) of page 14 before you complete this part

- 1. 個人帳戶持有人的身份辨識資料 (請於適當欄內加入"√"號)
- **1. Personal Information of A/C Holder** (Please tick " $\sqrt{}$ " in appropriate box)

T. Fersonal information of Arc Holder (Flease tick V in appropriate box)					
	姓氏(中文) Surname(Chinese)		N	名字(中文) ame(Chinese)	
帳戶持有人的姓名 A/C Holder Name	姓氏(英文/拼音) Surname(English)			名字(英文/拼音) lame(English)	
性別 Gender	□ 男 Male □女 Female				
證件類型 Type of Identification	□ 中華人民共和國居民身份證 Mainland China ID □ 香港永久性居民身份證 Hong Kong Permanent ID □ 香港居民身份證與簽證身份書 HKID and Document for Identity □ 護照 Passport (國家/地區 Country/Region:)				
證件號碼 ID / Passport No.					
證件簽發機關 Department of Issue					
證件有效期至 Expiry Date					
出生地點(可不填寫) Place of Birth(optional)		<b>出生日期 Date</b> (日/月/年)(DI			
現時住址 Residential Address					
室/單位/樓層/座/大樓/屋苑名稱 Rm/Unit/Floor/Block/Building Name (如適用 if applicable)					
街道號碼/名稱,地區 Street No/Name, Region					
城市,鎮 City, Town					
省,州或縣 Province, State or District					
國家 Country					
郵遞區號/郵遞區號碼 Postal Code					

通訊地址(如通訊地址與現時住 Correspondence Address(P	E址不同,請填寫此欄) lease complete this section if Correspondence Address is different from Residential Address)
室/單位/樓層/座/大樓/屋苑名稱 Rm/Unit/Floor/Block/Building Name (如適用 if applicable)	
街道號碼/名稱,地區 Street No/Name, Region	
城市,鎮 City, Town	
省,州或縣 Province, State or District	
國家 Country	
郵遞區號/郵遞區號碼 Postal Code	
2. FATCA聲明(請於適當欄內加) 2. FATCA Declaration(Pleas	
您是否出生於美國/美國公民/ Are/Do you born in US/US Pers not))? □ 否 No	國稅法下的狀態。 question so as to confirm your status under FATCA. /美國居民*/美國永久居民外國人(即所謂的美國綠卡持有人(不論到期日))? son/Resident of US (Including Green Card Holder (whether your Green Card is expire or 总人識別號碼 Please provide your US Tax Identification No. (「TIN」):
□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□	
留合共不少於183天: (今年在美國 視為符合實質居留測試。	被視為美國居民。如您今年在美國居留不少於31天及根據以下公式計算今年、去年及前年在美國居 國居留之日數×1)+(去年在美國居留之日數×1/3)+(前年在美國居留之日數×1/6),則您會被 s US Resident if you have presence in US over 31 days in the current calendar year or 183 days e current tax year.
	意,您必須列出所有居留司法管轄區) note that you MUST provide all Jurisdiction of Residence)
	与持有人的居留司法管轄區,亦即帳戶持有人的稅務管轄區(包括香港在內)及該居留司 緊編號。請列出所有(不限於3個)居留司法管轄區。

Please complete the following table indicating the jurisdiction of residence (including Hong Kong) where the account holder is a resident for tax purposes and the account holder's TIN for each jurisdiction indicated. Indicate all (not restricted to three) jurisdictions of residence.

如帳戶持有人是香港或中國稅務居民,稅務編號是其香港或中國身份證號碼。

If the A/C Holder is a tax resident of Hong Kong or China, the TIN is the Hong Kong or China Identity Card Number.

注意: 如沒有提供稅務編號,必須按下列A、B或C填寫合適的理由:

**Attention:** If a TIN is unavailable, provide the appropriate reason A, B or C:

**理由A** 一 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

 ${f Reason\ A}-{f The\ Jurisdiction\ where\ the\ A/C\ Holder\ is\ a\ resident\ for\ tax\ purpose\ does\ not\ issue\ TINs\ to\ its\ residents.$ 

**理由B** - 帳戶持有人不能取得稅務編號。如選取這一理由,解釋帳戶持有人不能取得稅務編號的原因。

**Reason B** - The A/C Holder is unable to obtain a TIN. Explain why the A/C Holder is unable to obtain a TIN if you have selected this reason.

理由C 一 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

**Reason C** - TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

居留司法管轄區 Jurisdiction of Residence	稅務編號/如沒有提供稅務編號,請填寫理由A、B或C。 如選取理由B,請詳細闡述。 TIN/Enter Reason A, B or C if no TIN is available. Explain why the A/C Holder is unable to obtain a TIN if you have selected Reason B.
(1)	
(2)	
(3)	
Remark:	

Remark:

# 4. FATCA與CRS聲明和簽署

# 4. FATCA and CRS Declaration and Signature

本人聲明就本人所知所信,本第一部分內所填報的所有資料和聲明均屬真實、正確和完備。 I hereby declare that all information contained in this Part 1 is true, accurate and correct.

本人知悉及同意,「元宇證券」可根據《稅務條例》(第112章)有關交換財務帳戶資料的法律條文, (a)收集本表格所載資料並可備存作自動交換財務帳戶資料用途及(b)把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報,從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

本人承諾,如情況有所改變,以致影響本第一部分所述的個人的稅務居民身份,或引致本第一部分所載的資料不正確或不完備,本人會在情況發生改變後三十(30)天內,通知「元字證券」,並提供一份已適當更新的自我證明表格。

I undertake to advise Metaverse Securities Limited of any change in circumstances which affects the tax residency status of the individual identified in Section 1 of this form or causes the information contained herein to become incorrect, and to provide Metaverse Securities Limited with a suitably updated self-certification form within 30 days of such change in circumstances.

# 帳戶持有人簽名 A/C Holder Signature

帳戶持有人姓名 Name of A/C Holder (正楷 Print Form)	日期 Date (日/月/年) (dd/mm/YYYY)	



警告:根據《稅務條例》第80(2E)條,如任何人在作出自我證明時,在明知一項陳述在要項上屬具誤導性、虚假或不正確,或罔顧一項陳述是否在要項上屬具誤導性、虚假或不正確下,作出該項陳述,即屬犯罪。一經定罪,可處第3級(即港幣\$10,000)罰款。有關定罪及處罰按不時修訂的法例為准。

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self- certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000) subject to any amendment may from time to time impose.

第二部分:個人帳戶持有人其 Part 2: Other Information of	
移動電話號碼 Mobile Phone No.	電郵地址 Email
	郵傳送有關帳戶之資訊至您於「元宇證券」登記的移動電話號碼或電郵地址。為保障您的利益,請確 有效之移動電話號碼及電郵地址。如果您收到懷疑偽冒「元宇證券」的短訊或電郵,您可以致電「元
email. In order to protect you	nd the A/C information to your registered mobile phone no. or email address via SMS or r interest, please ensure your registered mobile phone no. or email are valid and update. If ious fake SMS or email, you may contact us for verification.
職業類型 Work Status	□ 受雇 Employed □自營個體戶 Self-Employed □家庭主婦 Housewife □ 學生 Student □自由職業者 Freelance □農林牧副漁 Agriculture □ 退休 Retired
公司(雇主)名稱 Employer Name	
所屬行業 Nature of Business	□ 能源與礦業 Energy and Mining □ 政府機構 Government Organization □ 房地產業 Real Estate □ 建築業 Construction □ 國際組織 International Organization □ 會計/審計 Account / Audit □ 法律服務 Legal services □ 批發和零售業 Wholesale and Retail □ 博彩業 Gambling Industry □ 居民服務、修理和其他服務業 Resident Services, repairing & other services □ 租賃和商務服務業 Lease and Commercial services □ 科學研究和技術服務業 Scientific Research & Technical services □ 住宿和餐飲業 Accommodation and Catering ○ 慈善團體、基金會、非牟利機構 Charity Organization and NGO □ 行政及人力資源 Administration and Human Resources □ 文化、體育和娛樂業 Culture, Sport and Entertainment □ 電力、熱力、燃氣及水生產和供應業 □ Electricity, Heat, Gas, Hydro Production and Supplies □ 公共管理、社會保障和社會組織 Public Management, Social Protection and Social Organization □ 金融業 〔銀行/證券/資產管理/保險 ○ Finance Services (Bank/Securities/Asset Management/Insurance ) □ 交通運輸、倉儲和郵政業 Transport, warehouse and postal service □ 娛樂場所(按摩所,夜總會等 ) Entertainment venues (massage, night club etc. ) 水利、環境和公共設施管理業 Water Conservancy, Environmental and Public Facilities Management □ 資訊傳輸、軟體和資訊技術服務業 Information Technology, Software services □ 其他 others (請說明 Please specify:)
職位級別 Occupation Position	□ 普通員工 General Employment □ 中層管理 Middle Management □ 高層管理 Senior Management
公司地址(如公司地址與通訊 Company Address(Please)	、住址不同,請填寫此欄) complete this section if Company Address is different from Correspondence Address)
室/單位/樓層/座/大樓/屋苑名稱 Rm/Unit/Floor/Block/Buildi ng Name (如適用 if applicable)	

街道號碼/名稱,地區 Street No/Name, Region				
城市,鎮 City, Town				
省,州或縣 Province, State or District				
國家 Country				
郵遞區號/郵遞區號碼 Postal Code				
財務資料(請於適當欄內加入 Financial Information(Pleas		e box)		
全年收入 Annual Income (港幣 HK\$)	□ <20萬 (200K) □ 20萬-50萬 (200K-500K) □ 50萬-100萬 (500K-1Ⅰ □ 100萬-500萬 (1M-5M) □ >500萬 (>5M)		50萬-100萬 (500K-1M)	
收入來源 Source of Income (可多於一項 can choose more than 1 categories)	□ 工資和獎金 Salary & Bonus □ 不動產租金 Real Estate Rental □ 家人給予 Family Source □ 退休金 Pension □ 生產收入 Production Income		ncome tion	
	銀行存款 Bank Savings	□ <10萬 (<10 □ 50萬-100萬	•	50萬 (100K-500K) 萬 (>1M)
財產種類 Types of Property (港幣 HK\$)	股票基金債券等投資 Securities/Fund/ Bond etc.	□ <10萬 (<10 □ 50萬-100萬	•	50萬 (100K-500K) 萬 (>1M)
	不動產 Immovable Property	□ <100K □ 1M-5M	☐ 100K-500K ☐ 5M-10M	□ 500K-1M □ >10M
帳戶最終實益擁有人 Ultimate Beneficial Owner(s) ("UBO")				
□ 是 Yes □ 否 No(若否,請填寫以下資料及附上有關資料)(if no, please provide the following information together with relevant document(s))				
最終實益擁有人姓名 Name	of UBO:		與您的關係及原因 Relationship & Reason	:
身份證/護照號碼及其簽發國 Issue:	家 ID/Passport No. and	Country of	電話 Phone No.:	
居住地址 Residential Address:				
第三部分:投資經驗/投資目的及策略(請於適當欄內加入"√"號) Part 3: Investment Experience/Investment Objective and Strategy (Please tick "√" in appropriate box)				
投資目標 Investment Objective	□ 保本 Conservative □ 投機 Speculation			本增值 Capital Growth 說明Please specify)
	股票/基金/債券 Securities/Fund/Bond	□ 沒有經驗 N □ 1年-3年 1-3 □ 5年以上 ov	3 years □ 3年-5	年 less than 1 year 年 3-5years
投資經驗 Investment Experience	衍生產品/認股證 /股票期權 Derivatives/Warrant /Stock Options	□ 沒有經驗 N □ 1年-3年 1-3 □ 5年以上 ov	3 years □ 3年-5	年 less than 1 year 年 3-5years
	期貨/期權 Futures/Options	□ 沒有經驗 N □ 1年-3年 1-3 □ 5年以上 ov	3 years □ 3年-5	年 less than 1 year 年 3-5years

<b>第四部分:</b> 衍生工具之認識(請於適當欄內加入"√"號) Part 4: Knowledge of Derivative Products (Please tick "	√" in appropriate box)
您對衍生品是否有認識? Do you have knowledge in Derivation	ive Products?
□ 否 No □ 是 Yes (請在下方說明並提供相關憑證 F	Please provide following information)
(一)已接受衍生產品有關培訓或修讀相關課程。(請於適當 (1)Already attended the training courses in relation to der	
□ 金融機構 Financial Institution □ 監管機構 Regulatory / □ 進修院校 Institute of Professional □ 線上課程 Webinar	
<ul><li>(二)於經紀公司或銀行,基金或資產管理公司,監管機構或交。</li><li>(2) Working experience in relation to securities brokerage exchange. (Please tick "√" in appropriate box)</li></ul>	易所等金融機構擁有工作經驗。(請於適當欄內加入"√"號)e or bank, fund house or asset management, regulatory or
	生工具相關後勤 Relevant back office derivatives experience others(請說明 Please specify)
<ul><li>(三)於過去三年曾執行過五次或以上有關衍生品的交易(7</li><li>(3) Already executed at least 5 transactions in any derivation the past 3 years. (Please tick "√" in appropriate box)</li></ul>	高。(請於適當欄內加入"√"號) ive products (whether traded on an exchange or not) within
□ 否 No □ 是 Yes	
如您(客戶)日後決定通過元字證券有限公司進行衍生產品買風險及須承擔風險及責任。 If you (the Client) start trading derivative products wit Client) acknowledge and accept the risks that may be to bear such risks, as well as to take responsibilities inv	h and through Metaverse Securities Limited, you (the caused by trading these derivative products and agree
第五部分: 客戶/親屬申報(請於適當欄內加入 " √ " 號) Part 5: Client/Relatives Disclosures (Please tick "√" in ap	opropriate box)
(一) 您的配偶是否在元宇證券有限公司(下稱「元宇證券」	
(1) Do your spouse have a margin account with Metavers	
	e Securities Limited?
□ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號)	e Securities Limited?  (if Yes, please provide the account name and number)  帳戶號碼 account number:  R證金帳戶持有人35%或以上之表決權?
□ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (二) 您是否單獨或與配偶共同控制元字證券有限公司其他份(2) Do you, either alone or with your spouse, is/are in conficient of Metaverse Securities Limited?	e Securities Limited?  (if Yes, please provide the account name and number)  帳戶號碼 account number:  R證金帳戶持有人35%或以上之表決權?
□ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (二) 您是否單獨或與配偶共同控制元字證券有限公司其他份(2) Do you, either alone or with your spouse, is/are in conficient of Metaverse Securities Limited?	e Securities Limited?  (if Yes, please provide the account name and number)  帳戶號碼 account number:  R證金帳戶持有人35%或以上之表決權? rol of 35% or more of the voting rights of another margin
□ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (二) 您是否單獨或與配偶共同控制元字證券有限公司其他份(2) Do you, either alone or with your spouse, is/are in conficient of Metaverse Securities Limited?  □ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號)	e Securities Limited?  (if Yes, please provide the account name and number)  帳戶號碼 account number:  R證金帳戶持有人35%或以上之表決權?  rol of 35% or more of the voting rights of another margin  (if Yes, please provide the account name and number)  帳戶號碼 account number:
□ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (二) 您是否單獨或與配偶共同控制元字證券有限公司其他份(2) Do you, either alone or with your spouse, is/are in conficient of Metaverse Securities Limited?  □ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (三) 您的同一集團公司旗下之公司是否在元字證券開設保證(3) Do you have a margin account(s) opened by a member	e Securities Limited?  (if Yes, please provide the account name and number)  帳戶號碼 account number:  R證金帳戶持有人35%或以上之表決權?  rol of 35% or more of the voting rights of another margin  (if Yes, please provide the account name and number)  帳戶號碼 account number:
□ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (二) 您是否單獨或與配偶共同控制元字證券有限公司其他份(2) Do you, either alone or with your spouse, is/are in conficient of Metaverse Securities Limited?  □ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (三) 您的同一集團公司旗下之公司是否在元字證券開設保證(3) Do you have a margin account(s) opened by a member	e Securities Limited?  (if Yes, please provide the account name and number)  帳戶號碼 account number:  器證金帳戶持有人35%或以上之表決權? rol of 35% or more of the voting rights of another margin  (if Yes, please provide the account name and number)  帳戶號碼 account number:  登金帳戶? r of the same group of companies of the Client?
□ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (二) 您是否單獨或與配偶共同控制元字證券有限公司其他份(2) Do you, either alone or with your spouse, is/are in conficient of Metaverse Securities Limited?  □ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號) 帳戶名稱 Account Name:  (三) 您的同一集團公司旗下之公司是否在元字證券開設保證(3) Do you have a margin account(s) opened by a member □ 否 No □ 是 Yes (若是,請填寫帳戶名稱及帳號)	e Securities Limited?  (if Yes, please provide the account name and number)  帳戶號碼 account number:  融證金帳戶持有人35%或以上之表決權?  rol of 35% or more of the voting rights of another margin  (if Yes, please provide the account name and number)  帳戶號碼 account number:  验金帳戶?  r of the same group of companies of the Client?  (if Yes, please provide the account name and number)  帳戶號碼 account number:  、員工或持牌代表?

所在職位 Job Title:		帳戶號碼:		
<ul><li>(五)您是否為「元宇證券」董事、員工或持牌代表之親屬(例如:父母、配偶、兄弟、姊妹、子女等)?</li><li>(5) Are you a relative of a director, employee or licensed representative of Metaverse Securities Limited (such as parents, spouse, brothers, sisters, son or daughter)?</li></ul>				
□ 否 No □ 是 Yes(若是,請填寫該董事、員工或代表的姓名及與您之關係 If Yes, please provide the name of director, employee or licensed representative and the relationship)				
親屬姓名 Name of Relative:		與本人之關係 Relationship:		
本人承諾在此申報日後如果成為「元宇證券」董事、員工或持牌代表及/或成為「元宇證券」董事、員工或持牌代表之親屬,將儘快通知「元宇證券」。 I hereby undertake to inform Metaverse Securities Limited when I become the director, employee or licensed representative and/or my relative become a director, employee or licensed representative of Metaverse Securities Limited as soon as possible.				
第六部分:戶口資料申報(請於 Part 6: A/C Information Disc		appropriate box )		
(一)您是否為香港證券及期貨 (1)Are you a employee of a		冊人士的雇員? tered institution regulated by S	FC?	
□否 No □是 Yes(若具	是,請列出詳細資料 If yes, pl	ease provide details)		
公司名稱 Company Name:		職位 Job Title:		
		/是否受任何政府或監管機構兒 or Regulator / regulated by any		
□否 No □是 Yes(若是	是,請列出詳細資料 If Yes, p	lease provide details)		
監管機構名稱 Name of Regulatory: 國家/地區 Country/Region:				
(三) 您是否為任何公司之高級人員或董事或控制該公司之人士,且該公司股份可在任何交易所/市場買賣? (3) Are you a senior officer or director or controlling person of any company whose shares are traded on any exchange?				
□ 否 No □ 是 Yes(若是,請列出詳細資料 If Yes, please provide details)				
公司/機構名稱 Name of Company/Institution	職位 Title	交易所/市場 Exchange/Market	股份代碼 Stock Code	
(1)				
(2)				
(3)				
第七部分:個人資料(私隱)像 Part 7: Notice of Personal Da (Please tick "√" in appropriate	ata (Privacy) Ordinance (re		<b>(</b> )	
<ul> <li>□ 本人確認個人資料(私隱)條例通知並同意「元字證券」及其控股集團使用及向其他人士提供本人的個人資料作直接促銷用途。</li> <li>I have read and understand the <personal collection="" information="" statements=""> and agreed the personal data to be used by the Metaverse Securities Limited and/or to be provided to other Group members for direct marketing purpose.</personal></li> <li>□ 本人確認個人資料(私隱)條例通知但不同意「元字證券」及其控股集團使用或提供本人的個人資料予其他人士</li> </ul>				
用作直接促銷用途。 I have read and understa	nd the <personal information<="" td=""><td>on Collection Statements&gt; but</td><td>t NOT agreed the personal</td></personal>	on Collection Statements> but	t NOT agreed the personal	

data to be used by the Metaverse Securities Limited and/or to be provided to other Group members for direct marketing purpose.

# 第八部分:有關中華通證券北向交易的個人資料收集聲明(見第27頁附4)(請於適當欄內加入"√"號) 請於填寫此部分之前先閱讀第16頁附3「予滬港通及深港通客戶通知」

Part 8: Personal Information Collection Statement concerning Stock Connect Northbound Trading (refer to Appendix 4 of page 27) (Please tick "√" in appropriate box)

Please read Terms and Conditions of Northbound Trading (refer to Appendix 3 of page 16) before complete this Part

本人確認本人已閱讀及清楚本個人資料收集聲明。在以下格上勾選,本人表示同意或拒絕元字證券有限公司(「元字證券」)及其附屬公司根據本個人資料收集聲明所述的條款及目的使用本人的個人資料。

I have read and understand the <Personal Information Collection Statements concerning Stock Connect Northbound Trading>. By tick " $\sqrt{}$ " in following box, I agreed (or not agreed) and the personal data to be used by the Metaverse Securities Limited and/or to be provided to other Group members for Stock Connect Northbound Trading purpose.

- □ 本人同意元宇證券根據本個人資料收集聲明所述的目的使用本人的個人資料。
  I agree my personal data to be used by Metaverse Securities Limited for the purpose of Stock Connect Northbound Trading.
- □ 本人拒絕元宇證券根據本個人資料收集聲明所述的目的使用本人的個人資料,並確認元宇證券將不能及無法繼續執行 本人/本公司的交易指示或提供中華通北向交易服務。

I do not agree my personal data to be used by Metaverse Securities Limited for the purpose of Stock Connect Northbound Trading. I understand Metaverse Securities Limited will not be able to conduct Stock Connect Northbound Trading on my behalf.

\* 如閣下未能提供上述個人資料或同意給我們,可導致我們不能或無法繼續執行閣下/貴公司的交易指示或提供中華通北向交易服務。 If you do not provide your personal information or do not consent our company to collect your personal information, we will not be able to provide Stock Connect Northbound Trading services to you.

# 第九部分: 電子交易服務與收取帳戶結單/通告方法

Part 9: Electronic Trading Facilities and Collection of Account Statement/Notice

# 電子交易服務 Electronic Trading Services

依照客戶協議中的電子交易服務的條款及條件,開立及維持一個電子交易服務的現金證券買賣戶口,並為本人提供一個登入名稱及密碼以便使用「元宇證券」電子交易服務。本人將獲取股票電子交易密碼以便本人進行買賣交易。本人完全明白戶口密碼是絕對保密。本人須對「元宇證券」核實密碼後被接納的所有買賣、損失、費用及支出負全部責任。

The Client acknowledges that only the Client will be the authorized user of ETF in relation to the relevant Account and the Client may be required to use various identification and access codes, including Password, User ID and other identification to access the service (together referred to below as "user identification"). MetaSecurties and/or MetaSecurties Group Companies is authorized (but not obligated) in its absolute discretion to act on any Instruction

received in relation to the relevant Account without any duty or liability to verify the identity or authority of the person giving the Instruction or the validity and/or authenticity of such Instruction once the correct user identification of the Client has been inputted. The Client acknowledges and agrees that the Client shall be solely responsible for all Instructions entered through the ETF using the user identification and all Transactions entered pursuant thereto (whether or not such Instructions were actually given by the Client).

# 收取帳戶結單/通告方法 Collection of Account Statement/Notice

本人同意以電郵形式收取結單/通告,結單/通告將電郵至開戶申請表所列本人之電郵地址,並同意「元字證券」不再另行郵寄結單/通告到本人之通訊地址,本人承諾如本人之電郵地址有變更,會於七(7)天內通知「元字證券」。

The Client consents to use the E-Statement Service, and understands that the E-Statement Service means that MetaSecurties and/or MetaSecurties Group Companies will send to the Client statements of the Account through the medium of the Email address accessed via the Client's computer terminal in a file attached to the electronic message ("E-Statement") and the Client shall no longer receive hard copies of the statements of the Account by post. The Client may, by giving 7 days written prior notice, to Metaverse Securities Limited for the change of his/her Email address.

\* 若以電郵形式收取結單/通告,於結單/通告發出時,本人將被視作已收到該結單/通告。

I have been deemed to receive the Account/Notice has/have been issued.	Client statements	of the Account/Notice	once the Statements of the
本人清楚明白並願意承擔因額外要求以郵寄	形式收取結單/通告	而產生相應的一切費用。	
The Client agrees to bear the additional			nt/Notice to be sent via postal
service.	expense ii the one	The state menter of 7,000 a	THE TOTAL OF THE POSTAL
SOLVICO.			

# 第十部分: 客戶聲明及確認

# Part 10: Client's Declaration and Confirmation

客戶委任「元宇證券」作為其代理人,而元宇證券亦同意擔任客戶的代理人,代表客戶進行交易,但當元宇證券表示(在相關交易的成交單據或另行表示)元宇證券是擔任主事人則除外。

The Client appoint Metaverse Securities Limited ("MetaSecurties") and MetaSecurties agrees to act as Client's agent to effect Transactions on the Client's behalf unless MetaSecurties indicates (in the contract note for the relevant Transaction or otherwise) that MetaSecurties is acting as principal.

客戶已閱讀過及明白提供的「元宇證券」客戶協議書條款而本文件乃該協議書的一部份,及包括但不限於客戶協議中的風險披露聲明、個人一自我證明表格說明(FATCA及CRS)(附1)、個人資料(私隱)條例通知(附2)、予滬港通及深港通客戶通知(附3)、有關中華通證券北向交易的個人資料搜集聲明(附4)、證券帳戶風險披露聲明(附5)客戶款項常設授權(附6)以及客戶證券常設授權(附7)。所有由客戶與或透過「元宇證券」進行之交易均受協議書條款所限制。客戶現申請開立上述類別的帳戶,並同意受可不時被修改或補充的該協議書條款包括其標準條款及細則及有關的附表所約束。客戶確認「元宇證券」已按照客戶選擇的語言(中文或英文)獲提供之風險披露聲明書,及已獲邀閱讀該風險披露聲明書、提出問題及徵求獨立的意見(如客戶有此意願)。

The Client has read and understood the provisions of the attached current version of the Client Agreement of Metaverse Securities Limited, of which this document forms a part, and including but not limited to Risk Disclosures Statements, Individual Tax Residence – Self Certification Form (FATCA & CRS) (Appendix 1), Notice of Personal Data (Privacy) Ordinance (Appendix 2), Terms and Conditions of Northbound Trading (Appendix 3), Personal Information Collection Statemen concerning Stock Connect Northbound Trading (Appendix 4), Risk Disclosures Statements (Appendix 5), Standing Authority (Client Money) (Appendix 6), and Standing Authority (Client Securities) (Appendix 7).

All transactions to be concluded by the Client with or through MetaSecurties shall be subject to the terms and conditions of the Agreement. The Client hereby applies to open the above type(s) of account and agree to be bound by the Agreement including its Standard Terms and Conditions and relevant Schedule(s) as the same may be amended or supplemented from time to time. The Client acknowledges and confirms that MetaSecurties has provided the Risk Disclosure Statements annexed hereto in a language of client's choice (English or Chinese) and the Client has been invited to read the Risk Disclosure Statements, to ask questions and take independent advice if the Client has this intention.

客戶確認已閱讀及明白「元宇證券」客戶協議書條款內有關衍生產品的風險披露文件,明白於買賣有關衍生產品前必須具備足夠的認識,亦明白風險披露文件可能未申述所有上市衍生產品的風險,客戶在買賣上市衍生產品前將自行作出評估及確定有足夠的淨資產來承擔風險和潛在的損失。

The Client confirms that he has read and understood the risk disclosure documents on derivative product(s), the Client understood that he must have to acquire enough understanding on derivative product(s) before trading, and further acknowledges that the risk disclosure documents may not cover all risks of listed derivative products and the Client shall make his own assessment and ensure that he has sufficient net worth to assume the risks and bear the potential losses before trading in listed derivative products.

客戶或其獲授權人士須按元字證券不時指定的指示方式,直接向元字證券給予(不論是口頭(親自或透過電話)、互聯網、各電子方式、ETF,或元字證券不時接納的其他通訊方法)有關交易的所有指示。倘若指示是透過電話、互聯網、各電子方式或ETF 而給予,則元字證券有權依據及根據該等指示行事,且無須查詢或核實作出或給予或企圖作出或給予該等指示的人士的許可權或身份,亦無須理會給予該等指示之時的當時情況,或該等指示所涉及的金額,即使當中有任何錯誤、誤導成分、不清楚、詐騙、偽造或欠缺權力依據等情況。

All Instructions in relation to Transactions shall be given by the Client or its Authorized Person direct to MetaSecurties (whether oral (in person or by telephone), via internet or any electronic means, by ETF or other means of communication accepted by MetaSecurties from time to time) in such manner as may be prescribed by MetaSecurties from time to time. If Instructions are given by telephone, internet, electronic means or by ETF,

MetaSecurties is entitled to rely upon and act in accordance with such Instructions without inquiry or verification by

MetaSecurties is entitled to rely upon and act in accordance with such Instructions without inquiry or verification by

MetaSecurties of the authority or identity of the person making or giving or purporting to make or give such Instructions and regardless of the circumstances prevailing at the time of the giving of such Instructions or amount of money involved in the Instructions, and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto.

客戶確認,其將對於因為客戶的指示及元字證券據此作出的行動而直接或間接招致或與此相關的任何損失、成本、費用

及開支承擔責任, 並將就此向元字證券作出彌償。

The Client acknowledges that it will be responsible to and will indemnify and keep indemnified MetaSecurties for any loss, costs, fees and expenses arising directly or indirectly out of or in connection with the Client's Instructions and MetaSecurties acting thereon hereunder.

客戶聲明及保證任何填妥的開戶文件中提供的資料均為完整及準確,故元宇證券可依賴開戶文件中所提供資料,直至元宇證券接獲客戶發出該等資料有所改動的通知書為止。客戶須將根據本協定或按本協定而訂立的任何協定或關於證券帳戶所提供的資料的任何重大改動,立即以書面形式通知元宇證券。

The Client represents and warrants that the information provided in any completed Account Opening Documentation is complete and accurate and that MetaSecurties may rely on information provided in the Account Opening Documentation until MetaSecurties has received written notice from the Client of any changes therein. The Client shall promptly notify MetaSecurties in writing of any material changes in the information provided pursuant to the Agreement or any agreement entered into pursuant to the Agreement or relating to the Securities Account.

# 客戶簽名 Client's signature

(簽名 Signature)

客戶姓名 Client Name: (正楷 in print form) 簽署日期 Date:

# 見證人簽名 Witness Signature

在此表格前述所寫的日期當日,此表格乃由此表格所指明的申請人(其身份已根據其向本人出示之身份證或護照正本作核實及客戶身份證明文件之副本上簽名確認)於本人面前簽訂。

I hereby certify that on the date written in the Section, this Form was executed by Applicant(s) named in this Form (who had been previously identified by production of the original of his / her Identity Card or Passport to me, and indicate my signature on the copy of identification document) in my presence.

(簽名 Signature)

見證人姓名 Name of Witness:	職業/專業
(正楷 in print form)	Occupation/Profession:
見證人的中央編號/職業CE No. (執業編號):	簽署日期 Date:

# 附1: 個人 - 自我證明表格說明 (FATCA 及 CRS)

# Appendix 1 - Instructions for Individual Tax Residency Self-Certification (FATCA and CRS)

# 為何我們要求您填寫本表格?

根據美國政府的《外國帳戶稅務合規法案》,及為維護稅制完整,全球各地政府現正推出適用於金融/財務機構的資料收集及匯報新規例,名為共同匯報標準(簡稱「CRS」)。

根據 CRS 規定,我們必須確定您的「稅務居住地」(這通常是您有義務繳納薪俸稅的國家/地區)。若您的稅務居住 地有別於所持賬戶的司法管轄區,我們可能需要將此情況及您的有關賬戶資料告知國家稅務機關,該等機關隨後或會將 相關資料傳送給不同國家/地區的稅務機關。

填妥本表格可確保我們持有您正確及最新的稅務居住地資料。如您的情況有變,導致本表格內的任何資料不再正確,請立即告知我們,並提交一份已更新的自我證明表格。

# Why are we asking you to complete this form?

In accordance with United States Government Foreign Account Tax Compliance Act (FATCA), and to help protect the integrity of tax systems, governments around the world are introducing a new information-gathering and reporting requirement for financial institutions. This is known as the Common Reporting Standard (the "CRS").

Under the CRS, we are required to determine where you are a "tax resident" (this will usually be where you are liable to pay income taxes). If you are a tax resident outside the jurisdiction where your account is held, we may need to give the national tax authority this information, along with information relating to your accounts. That may then be shared between different jurisdictions' tax authorities.

Completing this form will ensure that we hold accurate and up to date information about your tax residency.

If your circumstances change and any of the information provided in this form becomes incorrect, please let us know immediately and provide an updated self- certification.

# 如何獲取更多資訊?

經濟合作與發展組織(簡稱「經合組織」)已制訂規則,供參與CRS的所有政府使用,並載於經合組織的自動交換資料(簡稱「AEOI」)網站 www.oecd.org/tax/automatic-exchange/。

有關FATCA的資訊請浏览下列有关FATCA网页的资料: https://www.irs.gov/

另請參閱香港特別行政區政府稅務局的網站了解香港實施AEOI的詳情: www.ird.gov.hk/chi/tax/dta\_aeoi.htm.有關本表格內所用詞彙的涵義(例如:「賬戶持有人」和「須申報賬戶」),請參閱《稅務條例》(第112章)第50A條。

如您對判定您的稅務居民身分有任何疑問,請瀏覽經合組織網站 www.oecd.org/tax/automatic-exchange/或諮詢您的稅務顧問。請恕我們不能提供稅務意見。

#### Where to go for further information?

The Organisation for Economic Co-operation and Development ("OECD") has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD's Automatic Exchange of Information ("AEOI") website, www.oecd.org/tax/automatic-exchange/.

For FATCA information, please refer to the website: https://www.irs.gov/

Please also visit the website of the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region that sets out information relating to the implementation of AEOI in Hong Kong: http://www.ird.gov.hk/eng/tax/dta\_aeoi.htm. Meaning of terms and expressions used in this form (e.g. "account holder" and "reportable account") may be found under section 50A of the Inland Revenue Ordinance (Cap. 112).

If you have any questions on how to define your tax residency status, please visit the OECD website, www.oecd.org/tax/automatic-exchange/ or speak to your tax advisor as we are not allowed to give tax advice.

# 附2: 個人資料(私隱)條例通知

# Appendix 2 - Notice of Personal Data (Privacy) Ordinance

- 1、個人名義的客戶必須不時向元宇證券有限公司(「元宇證券」)提供其個人資料,以作《個人資料(私隱)條例》 (香港法例第486章)所述用途。有關客戶的資料(及其他資料)可作以下用途:
- 向客戶提供之服務及設施之日常運作;
- 進行信貸審查及確保客戶的信用維持良好;
- 協助其他機構進行信貸審查;
- 為客戶設計及向客戶推廣金融服務或相關產品;
- 根據任何法例或規例之規定,符合作出披露之要求;及
- 與「元字證券」或其集團公司之業務或交易有關之其他任何用途。

Individual client shall from time to time provide his/her personal information to Metaverse Securities Limited ("MetaSecurties"), for the purpose under "Personal Data (Privacy) Ordinance (Cap.486 Laws of Hong Kong)". Such client's information (or other relevant information) shall be used as follows:-

- the daily operation of the Securities Account and the services provided to the Client;
- · conducting credit enquiries on the Client;
- · assisting the credit assessment with other institutions;
- · designing and marketing services or related products;
- make disclosure under the requirements of any law binding on MetaSecurties; and
- · for the business or transaction purpose relating to MetaSecurties or MetaSecurties Group Companies.
- 2、「元字證券」持有之客戶有關的資料(及其他資料)將會保密,但「元字證券」可向以下人士披露所有資料(及其他資料):
- 任何向「元字證券」提供有關「元字證券」業務運作之行政、信貸資料、債務追討、電訊、電腦、繳款或其他服 務之高級職員、雇員、代理、承包商或第三者;
- 客戶已有或擬與之進行交易之任何金融機構;
- 監管或司法當局及其他有關政府或法定機構;
- 任何有責任為「元字證券」保密之其人士,包括承諾保持此等資料機密之「元字證券」之集團公司。

MetaSecurties will keep information relating to the Client and the Securities Account confidential, but MetaSecurties may provide such information to the following person(s)

- any employee, agent, contractor, subcontractor or third-party service provider who provides administrative, telecommunications, computer, payment, clearing or other services to MetaSecurties in connection with the operation of its business;
- any other financial institution in which Securities are traded for the Securities Account;
- any regulators or other competent government authority;
- any other person under a duty of confidentiality to MetaSecurties including but not limited to all the MetaSecurties Group Companies.
- 3、元字證券或元字集團公司擬使用及/或轉送客戶的資料給元字證券或任何元字集團公司作直接促銷之用,元字集團公司須為此取得客戶的同意(包括表示不反對),客戶現同意用作此用途及轉送。元字證券及元字集團公司不時持有的客戶的姓名、聯絡詳情、財務背景及統計資料可由元字證券或元字集團公司用於直接促銷:(i)金融服務和產品;(ii)相關優惠計劃;(iii)金融與投資建議;或(iv)元字集團公司就前述產品及服務之業務推廣和宣傳活動直至元字集團公司收到客戶通過元字集團公司指定的渠道作出的反對或要求終止有關的使用或轉移為止。

MetaSecurties or MetaSecurties Group Companies intends to use and/or transfer the Client's data to MetaSecurties or any of the MetaSecurties Group Companies for direct marketing purpose and MetaSecurties Group Companies requires the consent (including an indication of no objection) of the Client. For the aforesaid purpose, consent is hereby given by the Client on such use and transfer. Client's name, contact details, financial background and statistical data held by MetaSecurties and MetaSecurties Group Companies from time to time may be used by MetaSecurties or MetaSecurties Group Companies in direct marketing of: (i) Financial services and investment products; (ii) Related promotional schemes; (iii) Financial and investment advices; or (iv) promotional and marketing events of MetaSecurties Group Companies for the aforesaid services or products until MetaSecurties or MetaSecurties Group Companies receive Client's objection or requirement to cease such use or transfer through the prescribed channel.

4、根據及按照香港法例第486章《個人資料(私隱)條例》,任何個別人士: (a)有權查核元宇證券是否持有其資料,並有權獲取該資料; (b)有權要求元宇證券更正有關其任何不正確的資料; 以及 (c)有權確定元宇證券關於資料的政策及慣例,以及獲悉元宇證券持有的個人資料類別。

Under and in accordance with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) any individual: (a) has the right to check whether MetaSecurties holds data about him and the right of access to such data; (b) has the right to require MetaSecurties to correct any data relating to him which is inaccurate; and (c) has the right to ascertain MetaSecurties 's policies and practices in relation to data and to be informed of the kind of personal data held by MetaSecurties .

5、查閱及/或改正客戶所提交之任何資料的要求送交至「元宇证券」之註冊辦公地址。 Enquiry and/or correct any information provided by Client to MetaSecurties 's registered office.

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#### 附3: 予滬港通及深港通客戶通知

# Appendix 3 - Terms and Conditions of Northbound Trading

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. MetaSecurties 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 SHHK Connect/SZHK Connect must be conducted on SSE/SZSE and no over-the-counter or manual trades are allowed.

客戶知悉滬港通/深港通交易不允許即日買賣及無備兌賣空活動。客戶通過滬港通/深港通購買的股份不能於結算前出售。 元宇證券有權拒絕任何即日買賣、無備兌賣空活動或其他被認為與適用法律不相符的交易。所有滬港通/深港通交易均需 通過上交所/深交所進行,任何場外交易或非自動對盤交易均不被允許。

2. If the Client's A-shares are kept outside of MetaSecurties , the Client must transfer those A-shares to the respective CCASS accounts of MetaSecurties before the market opens on the day of selling. The Client agrees to comply with any requirements relating to pre-trade checking mandated by MetaSecurties . MetaSecurties 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.

若客戶於元宇證券之外的機構持有A股,該客戶需於擬進行交易的交易日開市前將A股轉移至元宇證券相應的中央結算系統戶口。客戶需遵守元宇證券授權的交易前檢查。若客戶未在規定期限內完成交易前檢查,元宇證券有權拒絕任何賣盤訂單,及採取其認為必要的措施。

3. Foreign shareholding restriction is in place and MetaSecurties 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 MetaSecurties receives Forced-sale Notice from SHHK Connect/SZHK Connect Authorities or other regulators requiring MetaSecurties to sell and liquidate any SHHK Connect/SZHK Connect Securities owned by the Client, MetaSecurties 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 MetaSecurties to sell or arrange for the sale of such Securities at such time and on such price and terms as MetaSecurties 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 MetaSecurties to provide instructions to the Recipient Agent on your behalf to return the relevant SHHK Connect/SZHK Cot nnecSecurities to the Original CP for sale and liquidation in accordance with all applicable laws. This clause shall survive termination of this Agreement.

實施境外持股量限制:元字證券有權於接獲滬港通/深港通各相關機構的強制出售通知(「強制出售通知」)時強制出售客戶股份。元字證券有權於接獲滬港通/深港通各相關機構或其他監管者的出售或沽空任何滬港通/深港通證券要求時,要求客戶於滬港通/深港通相關機構規定的期限內出售或沽空相應股票。客戶授權元字證券,有權根據所適用的法律決定出售股票或安排出售股票的時間、價格和條件。若客戶所持有的滬港通/深港通股票被列為強制出售通知的標的,且該股票已由執行北向交易買盤訂單的結算參與人(「原有結算參與人」)轉由另一個結算參與人或託管人(「接收代理人」)持有,客戶授權元字證券代表客戶向接收代理人發出指令,返還相關滬港通/深港通股票。本協定終止後,本條款仍然有效。

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 rules and regulations in relation to shortswing 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 and obligations within the period specified by the relevant SHHK Connect/SZHK Connect Authorities. This clause shall survive termination of this Agreement.

客戶應遵守所有適用法律,包括但不限於上交所/深交所商業和貿易規則及內地有關北向交易的適用法律。客戶應完全瞭解並遵守內地有關短線交易利潤及披露責任的法規與章程。根據內地現行法規,若(a) 客戶在某一上市公司持股數超過滬港通/深港通相關機構所規定的持倉量,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滬港通/深港通股票所獲得的利潤。客戶同意在各相關機構所規定的期限內完成滬港通/深港通相關的權益披露要求。本協定終止後,本條款仍然有效。

5. MetaSecurties 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 control of MetaSecurties 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 should 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 MetaSecurties to reject orders from the Client. MetaSecurties 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.

元字證券有權於緊急情況(如香港懸掛八號颱風訊號,或任何其他元字證券無法控制且可能影響買賣盤指令或交易結算的情況)下取消客戶訂單。在緊急情況(如聯交所失去與上交所/深交所及其他有關機構的聯絡管道等)下,元字證券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。客戶應知悉,聯交所或會應上交所/深交所要求,要求元字證券拒絕處理客戶訂單。元字證券無需就由聯交所、上交所/深交所或滬港通/深港通相關機構取消或拒絕的訂單向客戶承擔責任。

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 is breached, SSE/SZSE or the relevant China Connect Market Operator have the power to carry out an investigation, and may, through SEHK or its subsidiaries (or any other governmental or regulatory body), require MetaSecurties to provide relevant information and materials relating to the Client and any transactions and to assist in investigation. The Client hereby authorizes MetaSecurties to (1) comply with such disclosure requirements as MetaSecurties deemed appropriate; and (2) 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,倘有違反上交所/深交所規例、或上交所/深交所規例所述的披露及其他責任的情況,上交所/深交所或有關中華通市場營運者可有權進行調查,並可能透過聯交所或其附屬公司(或任何其他政府或監管機構)要求元字證券提供客戶或交易相關資料及材料協助調查。客戶授權元字證券(1)執行元字證券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/深交所以作監察及調查之用。本協定終止後,本條款仍然有效。

- 7. The Client acknowledges that SSE/SZSE may request SEHK to require MetaSecurties to (1) issue warning statements (verbally or in writing) to the Client and/or (2) cease to provide Northbound trading service to the Client through SHHK Connect/SZHK Connect. MetaSecurties 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.
- 客戶知悉,上交所/深交所或可要求聯交所要求元字證券(1)向客戶發出口頭或書面警告,和/或(2)停止通過滬港通/深港通機制向客戶提供北向交易服務。元字證券無需為因遵循上交所/深交所或滬港通/深港通相關機構的要求而進行的作為或不作為承擔責任。本協定終止後,本條款仍然有效。
- 8. The Client 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 MetaSecurties, 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), or arising from or in connection with the China Connect Market Operator making, amending or enforcing the relevant Operator Rules, or any action taken by it in the discharge of its supervisory functions or regulatory obligations. This clause shall survive termination of this Agreement. 客戶知悉及同意,元宇證券、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)、中華通市場營運者制定、修訂或強制執行有關營運者規則、或履行其監督職能或監管責任時所採取的任何行動而直接或間接蒙受任何損失或損害,香港交易所、香港聯交所、香港聯交所子公司、上交所/深交所及上交所子公司/深交所子公司以及其各自的董事、僱員及代理人概不負責,亦不得被追究責任。本協定終止後,本條款仍然有效。
- 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. MetaSecurties may have settlement arrangements in place different from the CSDCC settlement arrangements. Unless MetaSecurties 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/深港通股票交易的結算,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人)之證券帳戶。元字證券或會採用與中國結算不同的結算安排。除元字證券同意預付或另作結算安排的情況之外,交易的資金結算將會於T+1日進行。
- 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 become payable in respect of the Client's order or account, MetaSecurties 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 MetaSecurties from and against all taxes which MetaSecurties may incur in connection with any China Connect Securities which the Client holds or trades or otherwise deal in. This clause shall survive termination of this Agreement.

客戶需負擔滬港通/深港通股票的全部稅項,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

訂單或戶口產生任何稅項,元宇證券將從客戶戶口截留或扣除相應金額,客戶需負擔全數差額。客戶需就持有或交易或 以其他方式處理滬股通/深港通股票所可能產生的稅項對元宇證券進行彌償。本協定終止後,本條款仍然有效。

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 relating to Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock Connect contained herein. The Client understands that the said Risk Disclosure Statements may not cover all risks related to Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock Connect and any above mentioned laws, rules and regulations are subject to change.

北向交易相關風險客戶須接納滬港通/深港通及北向交易所涉及的風險,包括但不限於買賣上交所股票的禁限、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、理解並接受有關滬港通/深港通特定風險披露。客戶亦明白之風險披露只概述涵蓋「滬港通/深港通」涉及的部分風險,相關法律、法規及規則有可能會不時更改。

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 MetaSecurties 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 MetaSecurties without prior notice to the Client and at such rates reasonably determined by MetaSecurties. Any risk, loss or cost resulting from any conversion of one currency into another currency pursuant to this Addendum 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.

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,客戶授權元字證券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元字證券根據其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滬港通/深港通股票。本協定終止後,本條款仍然有效。

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 MetaSecurties 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 MetaSecurties providing any services to the Client in respect of this Addendum, including without limitation, any expenses and costs (including legal costs) which MetaSecurties 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.

客戶應負擔其進行滬港通/深港通交易產生的所有費用。客戶須向元宇證券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、開支、費用、損失及其他法律責任,包括但不限於元宇證券因執行客戶或滬港通/深港通各相關機構所發出指令而產生的任何開支與費用(包括法律費用)。本協定終止後,本條款仍然有效。

- 14. Eligible Investors 合資格投資者
- 14.1 The Client acknowledges that Northbound Trading is available only to Hong Kong and overseas investors and represents and undertakes on a continuing basis that:

客戶確認,北向交易僅開放予香港及海外投資者。客戶持續地陳述及承諾:

- (a) the Client is not a legal entity incorporated or registered in Mainland China; 客戶並非在中國內地註冊或登記的法律實體;
- (b) the Client will use assets located outside of Mainland China only for its investments through Northbound Trading; 客戶只會使用位於中國內地境外的資產來透過北向交易進行投資;
- (c) unless the Client is an Institutional Professional Investor and such status has been confirmed by MetaSecurties, the Client will not place any order or give any Instruction to buy or sell ChiNext Shares under Stock Connect (other than Special China Connect Securities which are eligible for sell orders only); and 除非客戶是一名機構專業投資者,並已獲元宇證券確認此地位,否則客戶不會發出任何買入或出售滬港通及深港通下的深交所創業板股份的指令或指示(適用於出售指令的特別中華通證券除外);及
- (d) in the case where the Client is acting as agent on behalf of its client, the Client will not place any order or give any Instruction to buy or sell ChiNext Shares under Stock Connect on behalf of such client (other than Special China Connect Securities which are eligible for sell orders only), unless the Client is reasonably satisfied that such client is an Institutional Professional Investor.

假如客戶是代表其客戶行使的代理人,除非客戶合理地信納其客戶是機構專業投資者,否則客戶不會代表其客戶發出任何買入或出售滬港通及深港通下的深交所創業板股份的指令或指示(適用於出售指令的特別中華通證券除外)。

- 15. Compliance with Applicable Requirements 符合適用規定
- 15.1 Trading in any China Connect Securities is subject to the Applicable Requirements. 任何中華通證券的買賣均須符合適用規定。
- 15.2 MetaSecurties is not obliged to act until it has received all necessary instructions, funds, property and documents, but MetaSecurties may do so. If MetaSecurties does so, it has the right to apply any procedures or requirements in respect of any trading of China Connect Securities through Stock Connect which it determines in its discretion to be necessary or desirable for the purpose of complying with any Applicable Requirements, its policies and/or market practice. MetaSecurties 's rights will not be affected if MetaSecurties does not do so or as a consequence of anything done or omitted to be done by it acting in good faith.

元字證券在收到一切所需的指示、資金、財產及文件前,可以但無責任行事。元字證券若選擇如此行事,則有權對任何 透過滬港通及深港通進行中華通證券買賣的買賣,實施其酌情認為為符合任何適用規則、其政策及/或市場慣例而屬必要 或合宜的程序或規定。若元字證券不如此行事,或出於真誠行事而作出或沒有作出任何事情,元字的權利亦不受影響。

15.3 MetaSecurties may, in its discretion, refuse to execute any Instruction, if such Instruction is not, or MetaSecurties reasonably believes it may not be, in compliance with any Applicable Requirements or its policies. MetaSecurties is not liable for any Loss incurred by the Client which may result directly or indirectly from such refusal.

假如任何指示不符合(或元字證券合理地證為其不符合)任何適用規定或其政策,元字證券可酌情決定拒絕執行任何指示。 對於客戶可能因此而直接或間接招致的任何損失,元字證券概不負責。

- 16. Placing Orders 發出指令
- 16.1 MetaSecurties only accepts orders for Northbound Trading that comply with the Applicable Requirements. MetaSecurties is not liable for any Loss that the Client may suffer as a result of any attempt by the Client to place an order for Northbound Trading that does not comply with any Applicable Requirements.

元字證券僅接受符合適用規定的北向交易。對於客戶可能因嘗試發出任何不符合適用規定的北向交易買賣指令而蒙受的任何損失,元字證券概不負責。

16.2 MetaSecurties will not accept any Northbound Trading buy order for ChiNext Shares unless it determines in its absolute discretion that the Client is an Institutional Professional Investor.

除非元字證券絕對酌情判斷客戶為機構專業投資者,否則元字證券不會接受任何透過北向交易購買深交所創業板股份的指令。

- 17. Enhanced Pre-Trade Checking 增強交易前檢查
- 17.1 To the extent that the Client instructs MetaSecurties to execute a SPSA Order on behalf of the Client, the provisions set out in this Clause 51 apply.

在客戶指示元字證券代客戶執行特別獨立帳戶指令的情況下,本第17條列明的規定適用。

17.2 Prior to instructing MetaSecurties to execute any SPSA Order, the Client will provide to MetaSecurties all information or document in the manner as maybe required by MetaSecurties from time to time in order for MetaSecurties to place a SPSA Order on behalf of the Client.

在指示元宇證券執行任何特別獨立帳戶指令前,客戶將按照元宇證券不時要求的方式向元宇證券提供所有資料或文件, 令元宇證券能夠代客戶發出特別獨立帳戶指令。

17.3 The Client authorities, and the Client has appropriate arrangements in place to authorise, the reproduction, replication and transmission of the stock holding records of the Special Segregated Account at any time for the purpose of enabling SEHK and its subsidiaries to carry out their pre-trade checking procedures.

客戶授權(並設有適當的安排以授權)隨時複印、複製及傳送特別獨立帳戶的持股紀錄,藉以令聯交所及其附屬公司進行其交易前檢查程序。

# 17.4 In the event that:

假如:

(a) the Client instructs MetaSecurties to execute a SPSA Order on behalf of the Client and an investor identification number other than the Client's investor identification number is used to execute such order, the Client acknowledges and confirms that MetaSecurties may settle such SPSA Order using China Connect Securities from the Special Segregated Account pursuant to the Client's original Instructions; or

客戶指示元宇證券代客戶執行特別獨立帳戶指令,而且使用並非客戶本身的投資者識別號碼,則客戶承認及確認, 元宇證券可根據客戶原本的指示,以特別獨立帳戶內的中華通證券結算該特別獨立帳戶指令;或

(b) the Client's investor identification number is used by MetaSecurties to execute a SPSA order on behalf of another client of MetaSecurties, the Client acknowledges and confirms that MetaSecurties may settle such SPSA order using China Connect Securities from the Special Segregated Account of such client pursuant to that client's original instructions.

客戶的投資者識別號碼被元宇證券用於代元宇證券的另一名客戶執行特別獨立帳戶指令,則客戶承認及確認,元宇證券可根據該另一客戶的原本指示,以該另一客戶的獨立帳戶內的中華通證券結算該特別獨立帳戶指令。

17.5 The Client represents and undertakes on a continuing basis, including at each time that the Client places a SPSA Order, or otherwise give an Instruction, in respect of the China Connect Securities held in a Special Segregated Account, that in respect of any SPSA Order which the Client instructs MetaSecurties to execute, at all relevant times: 客戶持續地(包括每次當客戶就特別獨立帳戶內持有的中華通證券發出特別獨立帳戶指令或其他指示時)陳述及承諾,就客戶指示元字證券執行的任何特別獨立帳戶指令而言,在所有有關時間:

(a) the Client has been designated such Special Segregated Account and CCASS has assigned the investor identification number to such Special Segregated Account that the Client has provided to MetaSecurties in respect to any such SPSA Order, in each case in accordance with the CCASS Rules and any applicable Stock Connect Rules:

客戶已獲指編配特別獨立帳戶,而中央結算系統已指定投資者識別號碼予客戶就上述任何特別獨立帳戶指令向元字 證券提供的該特別獨立帳戶,上述情況均符合中央結算規則及任何適用的滬港通及深港通規則;

- (b) the Client unconditionally authorises MetaSecurties to execute the sale of the relevant China Connect Securities in the specified Special Segregated Account on behalf of the Client;
  - 客戶無條件地授權元字證券代表客戶,執行出售在指定特別獨立帳戶內的有關中華通證券的出售交易;
- (c) (A) there are, and will be, sufficient China Connect Securities in the Special Segregated Account for the Client to settle the delivery obligations in respect of such SPSA Order on the settlement day as required under the Stock Connect Rules; and (B) the Client will ensure that the China Connect Securities that are the subject of the SPSA Order will be delivered to MetaSecurties or to the account specified by MetaSecurties no later than the cut-off time for delivery as may be specified by MetaSecurties from time to time or, if earlier, as may be specified by any relevant Stock Connect Authority, on the settlement day specified by MetaSecurties and in compliance with any other requirements for settlement which may be specified by MetaSecurties to the Client or the Client's agent for settlement from time to time;
  - (A) 特別獨立帳戶內有及將會有充足的中華通證券,以供客戶在結算日按照滬港通及深港通規則就上述特別獨立帳戶指令履行交收責任;及(B) 客戶將確保特別獨立帳戶指令所涉及的中華通證券,將於元字證券指定的交收日期,在不遲於元字證券不時指明的截止交收時間,或(如較早)任何滬港通及深港通當局指定的截止交收時間,按照元字證券不時向客戶或客戶的代理指明的任何其他交收規定,交付到元字證券或其指定帳戶;
- (d) the total number of China Connect Securities subject to SPSA Orders, in respect of China Connect Securities in that Special Segregated Account on any relevant Trading Day will not exceed the total stock holding position in respect of the same China Connect Securities as shown against the investor identification number for the relevant Special Segregated Account (A) immediately before the commencement of operation of Stock Connect on that Trading Day or (B) as at such other time an maybe specified by MetaSecurties or any relevant Stock Connect Authority from time to time;

特別獨立帳戶指令所涉及的中華通股份總數,就任何有關交易日在該特別獨立帳戶內的中華通證券而言,(A)在緊接該交易日滬港通及深港通開始運作之前,或(B)元宇證券或任何滬港通及深港通當局不時指明的其他時間,不會超過就相同的中華通證券的總持倉(有關特別獨立帳戶的投資者識別號碼旁邊所示);

- (e) to the extent that (i) the Client is a fund manager and (ii) the Client aggregates SPSA Orders across more than one Special Segregated Account (whether they are maintained with one or more custodian participant registered pursuant to the CCASS Rules), (A) the Client has authority from all relevant parties (including the relevant funds or sub-funds) so to aggregate such SPSA Orders and allocate China Connect Securities across such Special Segregated Accounts at the Client's discretion; and (B) any such actions taken or to be taken comply with all Applicable Requirements and do not involve any misappropriation of client assets;
  - 在 (i) 客戶是基金經理,及 (ii) 客戶合併多於一個特別獨立帳戶的特別獨立帳戶指令(不論該等帳戶是由一名或多名根據中央結算規則註冊的託管參與者維持)的情況下: (A) 客戶獲所有相關人士(包括有關基金或子基金)的授權,以合併該等特別獨立帳戶指令,及由客戶酌情在該等特別獨立帳戶之間分配中華通證券;及(B) 任何已經或將會採取的行動,均符合所有適用規定,並且不涉及挪用客戶資產;
- (f) the relevant number of China Connect Securities recorded in the relevant Special Segregated Account will be

used by the Client for stock settlement of such SPSA Order in accordance with the CCASS Rules and any other relevant Stock Connect Rules; and

在有關特別獨立帳戶內記錄的有關數目的中華通證券,將由客戶用於根據中央結算規則及任何其他相關滬港通及深港通規則,結算該等特別獨立帳戶指令,及

(g) to the extent that a SPSA order is a Short Selling order, the borrowed Short Selling Securities are held in the relevant Special Segregated Account and the order is in compliance with (i) the China Connect Rules applicable to any SPSA Order and (ii) the obligations set out herein. For the avoidance of doubt, MetaSecurties does not accept any Short Selling orders.

假如任何特別獨立帳戶指令是一項賣空指令,則借入的賣空證券是在有關特別獨立帳戶持有,而且該指令符合 (i) 適用於任何特別獨立帳戶指令的中華通規則,及 (ii) 本補遺訂明的責任。為免疑問,元宇證券並不接受任何賣空指令。

17.6 The Client must immediately inform MetaSecurties if any of the representations set out above in Clause 17.5 are no longer correct or have become misleading or the Client has not complied, or will not comply, with any of the obligations under this Supplement or under the Stock Connect Rules in a way which may affect the ability of MetaSecurties to execute a SPSA Order in compliance with the Stock Connect Rules.

假如上述第17.5 條列明的任何陳述不再正確或變為具誤導性,或客戶曾經或將會不符合本補遺或滬港通及深港通規則下的任何責任,而可能影響元宇證券根據滬港通及深港通規則執行特別獨立帳戶指令的能力,客戶則必須立即通知元宇證券。

17.7 In the event that there is a breach of any of the terms of Clause 17 which results in a failure by MetaSecurties to deliver any China Connect Securities held in the relevant Special Segregated Account to CCASS in respect of any SPSA Order as required by the Stock Connect Rules:

**17.7** 假如有違反第**17** 條任何條款的情況,而導致元字證券未能按照滬港通及深港通規則的規定,就任何特別獨立帳戶指令將在有關特別獨立帳戶持有的任何中華通證券交付到中央結算系統:

- (a) the Client acknowledges that MetaSecurties is entitled to inform HKSCC that the failure to deliver was the result of the failure to deliver from a Special Segregated Account and, as a consequence, any overdue short stock position quantities will be deducted from the sellable balances of the relevant Special Segregated Account; and 客戶確認,元字證券有權通知香港結算,表示是由於一個特別獨立帳戶未能交付而導致元字證券未能交付,因此,任何逾期的短倉股票數目將從有關特別獨立帳戶的可出售餘額中扣除;及
- (b) the Client agrees to provide any information or any other assistance as may be required by MetaSecurties to ensure that SEHK and/or HKSCC is satisfied that the overdue short stock position was a result of a failure to deliver the China Connect Securities from a Special Segregated Account.

客戶同意提供元字證券可能要求的任何資料或其他協助,以確保聯交所及/或香港結算信納,逾期的短倉股票是由於一個特別獨立帳戶未能交付而導致的。

- 18. Settlement, Currency Conversion and Instructions 交收、貨幣轉換及指示
- 18.1 Notwithstanding any other provision in Part I, where it is necessary to convert one currency to another pursuant to, in relation to or arising from this Supplement, such currency conversion may be carried out automatically by MetaSecurties in good faith at a rate MetaSecurties reasonably considers appropriate without prior notice to the Client. The Client indemnifies MetaSecurties for any shortfall arising from any such conversion.
- **18.1** 不論第一部份有任何其他規定,但如有需要根據、關於或由於本補遺而將一種貨幣轉換為另一種貨幣,該貨幣轉換可由元宇證券真誠地按其合理認為適當的匯率自動進行,而無須事先通知客戶。客戶就此等轉換引起的任何短絀金額向元宇證券作出彌償。
- 18.2 The Client waives any of his right in any jurisdiction to pay any amount other than in the currency in which it is due. If MetaSecurties receives an amount in a currency other than that in which it is due:

客戶放棄其在任何司法管轄區以非付款貨幣支付任何金額的權利。假如元字證券收到以非付款貨幣支付的金額:

- (a) MetaSecurties may convert the amount into the due currency on the date and at rates MetaSecurties reasonably considers appropriate without prior notice to the Client. MetaSecurties may deduct its Costs incurred in the conversion: and
  - 元宇證券可按其合理認為適合的日期及匯率將該金額轉換為付款貨幣,而無須事先通知客戶。元宇證券可扣除其因進行轉換而招致的費用;及
- (b) the Client satisfies his obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the Costs of the conversion.

客戶以付款貨幣付款的責任,僅在上述轉換中,扣除轉換費用後所得的付款貨幣金額的程度內獲得履行。

18.3 The Client must comply with all applicable exchange control laws and requirements in connection with this Supplement and Northbound Trading.

客戶必須就本補遺及北向交易遵守所有適用的外匯管制法律及規定。

18.4 MetaSecurties may in its discretion reject the Client's sell order if MetaSecurties considers that the Client does not have sufficient available China Connect Securities in the Account(s) by the applicable cut-off time (as notified to the Client by MetaSecurties from time to time) or it for any other reason MetaSecurties considers that there is or maybe non-compliance with any Applicable Requirement. The Client indemnifies MetaSecurties for any Loss incurred in connection with any non-compliance or potential non-compliance with pre-trade checking and/or any Applicable Requirement.

假如元宇證券認為客戶在適用的截止時間(由元宇證券不時通知客戶)前,在帳戶內並無充足的可用中華通證券,或元宇證 券因任何其他原因認為發生或可能發生不符合任何適用規定的情況,元宇證券可酌情決定拒絕客戶的出售指令。客戶就 任何不符合或潛在不符合交易前檢查及/或任何適用規定的情況所招致的任何損失,向元宇證券作出彌償。

- 18.5 MetaSecurties may reject the Client's purchase order or sell order upon a request from SEHK, a China Connect Market Operator, or other Stock Connect Authorities. MetaSecurties is not liable for any Loss incurred by the Client in connection with any such request from SEHK, the China Connect Market Operator, or other Stock Connect Authorities. 在聯交所、中華通市場營運者或其他滬港通及深港通當局的要求下,元字證券可拒絕客戶的購買指令或出售指令。對於客戶因聯交所、中華通市場營運者或其他滬港通及深港通當局的上述要求而招致的任何損失,元字證券無須負責。
- 18.6 If MetaSecurties is unable to effect an order cancellation request received from the Client due to the occurrence of a contingency (such as a breakdown or failure of all communication links between SEHK and a China Connect Market Operator), the Client shall remain liable for his settlement obligations if the relevant order has already been matched and executed.

假如元宇證券因任何緊急情況(例如聯交所與一名中華通市場營運者之間的所有通訊聯繫中斷或故障)而無法執行來自客戶的取消指令要求,而有關指令已獲配對及執行,則客戶仍須承擔交收責任。

18.7 MetaSecurties is not liable for any Loss incurred by the Client in connection with any trading based on the Instructions. MetaSecurties is not able to unwind any trade, and the Client should also take note of the settlement arrangements in respect of China Connect Securities under Stock Connect, the pre-trade checking requirement and the restriction on day (turnaround) trading which may affect the Client's ability to mitigate the consequences of his own error trades.

對於客戶因任何基於指示的買賣而招致的任何損失,元宇證券無須負責。元宇證券無法將任何買賣平倉;客戶亦應注意在滬港通及深港通下關於中華通證券的交收安排、交易前檢查規定及即日(轉向)買賣限制,這些都可能影響客戶減輕其錯誤買賣的後果的能力。

- 19. Authority to Sell 授權出售
- 19.1 The Client authorises MetaSecurties to sell or arrange for the sale of any quantity of China Connect Securities held on the Client's behalf at such price and on such terms as MetaSecurties may determine in its absolute discretion if

客戶授權元宇證券在以下情況下按元宇證券絕對酌情決定的價格及條款,出售或安排出售代客戶持有的任何數目的中華 通證券:

- (a) MetaSecurties receives an instruction directly or indirectly from a China Connect Market Operator or other Stock Connect Authority requiring the Client to sell and liquidate any specified China Connect Securities; 元宇證券直接或間接收到中華通市場營運者或其他滬港通及深港通當局的指示,要求客戶出售任何指定中華通證券及平倉;
- (b) MetaSecurties is of the view that the Client is in breach or may be in breach of any Applicable Requirements; or 元字證券認為客戶違反或可能違反任何適用規定; 或
- (c) MetaSecurties has held on the Client's behalf such China Connect Securities for a period longer than MetaSecurties's prescribed period as notified to the Client from time to time. 元字證券代客戶持有該等中華通證券的期間,超過元字證券不時通知客戶的指定期間。
- 20. Limitation of Liability and Indemnity 責任及彌償限度
- 20.1 Unless an Applicable Requirement prohibits MetaSecurties from excluding or limiting its liability or where the Loss is directly caused by MetaSecurties 's fraud or wilful misconduct, MetaSecurties is not liable for any Loss incurred in connection with this Supplement or any Northbound Trading (including in connection with the provision, unavailability or

improper functioning of any Stock Connect related services, delay or error in the transmission of any electronic payment transfer, failure or delay in the execution of any Instruction, breakdown or failure of any communications system, delay in providing funds to the Client, or any other thing MetaSecurties does or does not do). This applies where the Loss arises for any reason and even if the Loss was reasonably foreseeable or MetaSecurties had been advised of the possibility of the Loss.

除非適用規定禁止元宇證券免除或限制其責任,或有關損失是直接由於元宇證券的欺詐或蓄意失當行為而造成的,否則元宇證券無須就任何因本補遺或任何北向交易所招致的損失(包括關於提供、無法提供任何滬港通及深港通相關服務或其運作不當、延誤或錯誤傳送任何電子付款轉帳、未能或延誤執行任何指示、任何通訊系統停頓或故障、延誤向客戶提供資金,或元宇證券作出或不作出的任何其他事情)負責。此規定適用於因任何原因而起的損失,以至可合理預見的損失或元宇證券已提示可能招致的損失。

20.2 To the maximum extent permitted by the Applicable Requirements, the Client indemnifies MetaSecurties against, and must pay MetaSecurties on demand for, any Loss MetaSecurties reasonably incurs in connection with all proceedings and/or Taxes howsoever arising, directly or indirectly, out of or resulting from the Client's trading of China Connect Securities pursuant to Stock Connect.

在適用規定許可的最大限度內,客戶就元字證券因所有法律程序及/或稅項合理招致的任何損失(不論如何引起、直接或間接出於或由於客戶根據滬港通及深港通買賣中華通證券),向元字證券作出彌償,並且必須應要求向元字證券付款。

20.3 For the avoidance of doubt, this Clause 20 is in addition to Clause 23 (Liability and Indemnity) of Client Agreement and any other exclusions or limitations of MetaSecurties 's liability and indemnities set out in this A/C Opening Form, Client Agreement, or otherwise.

為免疑問,本第20條乃附加於客戶協議書第23條(責任及彌償),以及本開戶表格、客戶協議書或其他規定列明對元字證券的責任或彌償的免除或限制。

- 21. Miscellaneous 其他規定
- 21.1 The Chant agrees to execute any further documents and provide any materials and/or information as MetaSecurties may reasonably request to enable MetaSecurties to perform its duties and obligations under this Supplement which may become necessary as and when the Stock Connect Rules are updated, amended and/or replaced from time to time. The Client's failure to comply with this provision may result in a suspension of Stock Connect services to the Client.

客戶同意按元宇證券的合理要求簽署任何其他文件及提供任何材料及/或資料,令元宇證券能履行其於本補遺下的職責及責任(當滬港通及深港通規則不時被更新、修訂及/或替代時,即可能需要)。如客戶未能遵守本規定,可能導致暫停向客戶提供滬港通及深港通服務。

22.2 Without prejudice to Client Agreement, the Client acknowledges that MetaSecurties may use any such materials and/or information received from the Client for compliance with the Applicable Requirements and may retain any such materials and/or information received from the Client for such period as it deems appropriate pursuant to the Applicable Requirements.

在不影響客戶協議書第一部份的前提下,客戶確認,元宇證券可使用從客戶收到的上述任何材料及/或資料來遵守適用規 定,並可在元宇證券根據適用規定認為適當的期間保留從客戶收到的上述任何材料及/或資料。

- 23. Risk Disclosures and Acknowledgement 風險披露及確認
- 23.1 The Client acknowledges that he has read and understands the risk disclosures and other information set out in the Risk Disclosure Statements and that the Client understands his obligations set out in this Supplement and the Risk Disclosure Statements.

客戶確認已閱讀並明白在風險披露聲明列明的風險披露及其他資料,而且客戶明白其於本補遺及風險披露聲明所列明的責任。

- 23.2 The Client acknowledges that he understands and has assessed the risks relating to Stock Connect (including but not limited to those as set out in the Risk Disclosure Statements) and the Client is willing to undertake those risks.
- 客戶確認其明白並已評估關於滬港通及深港通的風險(包括但不限於在風險披露聲明列明的風險),而客戶願意承擔該等風險。
- 23.3 The Client acknowledges that MetaSecurties is not liable for any Loss the Client may suffer as a result of the materialization at any of the risks described in the Risk Disclosure Statements or other risks relating to trading under Stock Connect.

客戶確認,對於客戶可能因風險披露聲明所述的任何風險或與滬港通及深港通買賣相關的風險實現而蒙受的任何損失,元字證券無須負責。

23.4 The Client acknowledges that he must comply with all Applicable Requirements applicable to his trading of China

Connect Securities through Stock Connect. In particular, the Client acknowledges and agrees that among other things, the following in respect of Northbound Trading:

客戶確認及同意,客戶必須遵守所有適用於其透過滬港通及深港通買賣中華通證券的適用規定。對於北向交易,客戶特別確認:

- (a) no day trading is allowed (i.e. China Connect Securities purchased on a Trading Day shall not be sold on the same day); 不得進行即日買賣(即在某交易日購買的中華通證券不得在同一交易日出售);
- (b) unless a SPSA Order arrangement is in place, pre-trade checking is in place so that the Client must have his China Connect Securities transferred to MetaSecurties 's corresponding CCASS account before trading commences on a Trading Day if he intends to sell those China Connect Securities during that Trading Day; 除非已有特別獨立帳戶指令安排,否則必須設有交易前檢查,從而假如客戶打算在同一交易日出售中華通證券,客戶必須在該交易日開市前,將其中華通證券轉至元字證券的相應中央結算系統帳戶;
- (c) all trading must be conducted on a China Connect Market, i.e. no over-the-counter or manual trades are allowed; 所有買賣必須在中華通市場進行,即不得進行場外或人手買賣;
- (d) naked short selling is not allowed; 不得進行無貨沽空;

權限制而招致的任何損失或損害賠償,向元宇證券申索;

(e) where the Client conducts margin trading, stock borrowing and lending and/or short-selling activities through the use of Stock Connect services, the Client shall be fully aware of the restrictions, requirements and conditions applicable to such activities. In particular, the Client acknowledges that trading services for such activities may be suspended, restricted or ceased in circumstances stipulated by the Applicable Requirements (such as when volume of trading activities exceeds the thresholds prescribed by the Applicable Requirements or any abnormal trading activities have or are suspected to have taken place) and that margin trading and short-selling activities may only be conducted in respect of eligible China Connect Securities. The Client may refer to the lists of eligible China Connect Securities published on the website of SEHK (www.hkex.com.hk) from time to time;

如客戶利用滬港通及深港通服務進行保證金交易、股票借貸及/或賣空活動,客戶須清楚知道適用於該等活動的限制、規定及條件。客戶特別確認,在適用規定指明的情況下(例如當交易量超過適用規定指明的界線,或發生或懷疑發生異常交易活動),該等活動的交易服務可能被暫停、限制或停止,而且只可就合資格的中華通證券進行保證金交易及賣空活動。客戶可參考聯交所網站(www.hkex.com.hk)不時公布的合資格中華通證券名單;

- (f) foreign ownership limits (including the individual shareholding limit (currently at 10%) and the aggregate shareholding limit (currently at 30%) which are applicable to foreign investors and the forced-sale arrangement) are in place, and MetaSecurties shall have the right to sell the Client's shares upon receiving any forced-sale notification from HKEx. The Client shall not in any event claim against MetaSecurties for any losses or damages incurred by the Client arising from or in connection with such foreign ownership limits; 外國擁有權有所限制(包括適用於外國投資者及斬倉安排的個人持股限制(現時為10%)及合共持股限制(現時為30%)),元字證券在收到港交所任何斬倉通知時,有權出售客戶的股份。無論如何,客戶不得就因或由上述外國擁有
- (g) the Client should understand fully the Applicable Requirements in relation to "short swing profits" and his disclosure obligations (including, but not limited to, the shareholding disclosure requirement (currently at 5%) applicable to persons who invest in A-Shares under the applicable laws of Mainland China), and he should follow such rules and regulations accordingly;

客戶應充分明白關於「短線利潤」的適用規定及其披露責任(包括但不限於根據中國內地適用法律適用於投資A股人士的持股披露責任(現時為5%)),並應相應地遵循該等規則及規例;

- (h) MetaSecurties shall have the right to cancel the Client's orders in case of contingency, such as when a Typhoon Signal No.8 or above is hoisted in Hong Kong. The Client shall not in any event claim against MetaSecurties for any losses or damages incurred by him arising from or in connection with such cancellation; 在緊急情況下,例如當香港懸掛八號或以上颱風警告信號,元字證券有權取消客戶的指令。無論如何,客戶不得就由於或關於上述取消情況而招致的任何損失或損害賠償,向元字證券申索;
- (i) MetaSecurties may not be able to send in a Client's request to cancel an order in case of contingency, such as when HKEx loses all its communication lines with a China Connect Market Operator, and the Client should still be liable for the settlement obligations if the orders are matched and executed;

在緊急情況下(例如聯交所失去與一名中華通市場營運者之間的所有通訊聯繫),元字證券未必能夠傳遞客戶取消指令的要求,如有關指令已獲配對及執行,則客戶仍須承擔交收責任;

(j) the Client must comply with the Operator Rules and other applicable laws of Mainland China relating to Northbound

# Trading;

客戶必須遵守營運者規則及中國內地關於北向交易的其他適用法律;

的監察或調本,而向該滬港通及深港通當局提供、披露及轉移上述資料;

- (k) MetaSecurties is entitled to provide, disclose and transfer information regarding the Client's identity or such other information (including the BCAN, CID and the Client's personal data and trading activities) to HKEx, SEHK or its subsidiary which may provide, disclose and transfer such information to a Stock Connect Authority for the purposes of assisting in any surveillance and investigation by a Stock Connect Authority; 元宇證券有權向港交所、聯交所或其附屬公司提供、披露及轉移關於客戶身分的資料或其他資料(包括券商客戶編碼、客戶識別信息、客戶的個人資料及交易活動),而港交所、聯交所或其附屬公司可以為協助滬港通及深港通當局
- (I) HKEx and SEHK or its subsidiary are entitled to collect, use and store the BCAN, CID and any consolidated, validated and mapped BCAN and CID information provided by ChinaClear or the relevant Stock Connect Authorities (in the case of storage, by any of them or via HKEx) for market surveillance and monitoring purposes and enforcement of the Applicable Requirements; (ii) provide, disclose and transfer such information to ChinaClear or the relevant China Connect Market Operator (directly or through ChinaClear or the relevant Stock Connect Authorities) from time to time; and (iii) provide, disclose and transfer such information to the relevant Stock Connect Authorities or Hong Kong Regulators as to facilitate the performance of their statutory functions; 港交所、聯交所或其附屬公司有權 (i)收集,使用及存取由中國結算或有關滬港通及深港通當局(若存取,則由上述機構或港交所)為市場監視、監控、執行適用規定提供的券商客戶編碼、客戶識別信息及任何綜合、經驗證及標記的券商客戶編碼及客戶識別信息; (ii) (直接或透過中國結算或有關滬港通及深港通當局)向中國結算或有關中華通市場營運者提供、披露及轉移券商客戶編碼及客戶識別信息; 及(iii)向有關滬港通及深港通當局或香港監管機構提供、披露及轉移券商客戶編碼、客戶識別信息及任何綜合、經驗證及標記的券商客戶編碼及客戶識別信息以履行其法定職能。
- (m) ChinaClear and China Connect Market Operator are entitled to (i) collect, use and store the BCAN and CID to facilitate the consolidation and validation of BCAN and CID and the mapping of BCAN and CID with their investor identification database, and provide such consolidated, validated and mapped BCAN and CID information to the relevant China Connect Market Operator, HKEx and SEHK or its subsidiary; (ii) use the BCAN and CID for the performance of its regulatory functions; and (iii) provide, disclose and transfer such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions;

中國結算或有關中華通市場營運者有權 (i)收集,使用及存取券商客戶編碼及客戶識別信息以促進券商客戶編碼及客戶識別信息的綜合及驗證及根據投資者識別數據庫標記券商客戶編碼及客戶識別信息,以及向有關中華通市場營運者、港交所、聯交所或其附屬公司提供綜合、經驗證及標記的券商客戶編碼及客戶識別信息的資料; (ii)使用券商客戶編碼及客戶識別信息以履行其法定職能;及 (iii)向內地監管機構及執法機構提供、披露及轉移及任何綜合、經驗證及標記的券商客戶編碼以履行其監管、監控及執法職能。

(n) if the Operator Rules are breached, or the disclosure and other obligations referred to in the Operator Listing Rules or Operator Rules are breached, the relevant China Connect Market Operator may have the power to carry out an investigation, and the relevant China Connect Market Operator may, through HKEx or its subsidiaries, require MetaSecurties to provide relevant information and materials and to assist in its investigation. The Client shall authorise and fully cooperate with MetaSecurties to provide such information and materials; 如有違反營運者規則或營運者上市規則所述的披露及其他責任的情況,有關中華通市場營運者可有權進行調查,而

有關中華通市場營運者可透過聯交所或其附屬公司要求元宇證券提供有關資料及材料,以協助調查。客戶須授權元

(o) HKEx or its subsidiary may upon a China Connect Market Operator's request, require MetaSecurties to reject orders from the Client and the Client shall not in any event claim against MetaSecurties for any losses or damages incurred by the Client arising from or in connection with such rejection;

聯交所或其附屬公司可應中華通市場營運者的要求,要求元字證券拒絕客戶的指令,而客戶無論如何不得就客戶由於或關於上述拒絕而招致的任何損失或損害賠償,向元字證券申索;

- (p) the Client needs to accept all the risks relating to Northbound Trading, including, but not limited to, the risks disclosed in the Risk Disclosure Statements;
  - 客戶需接受所有關於北向交易的風險,包括但不限於在風險披露聲明披露的風險;

宇證券並與元宇證券充分合作,提供該等資料及材料;

(q) a China Connect Market Operator may request HKEx or its subsidiaries to require MetaSecurties to issue warning statements (verbally or in writing) to the Client, and not to extend Northbound Trading services to the Client. The Client shall not in any event claim against MetaSecurties for any losses or damages incurred by the Client arising from or in connection with such non-extension;

中華通市場營運者可要求聯交所或其附屬公司,要求元字證券向客戶發出警告聲明(口頭或書面),並且不提供北向交

易服務予客戶,而客戶無論如何不得就客戶由於或關於不獲提供上述服務而招致的任何損失或損害賠償,向元字證 券申索;

(r) HKEx and its subsidiaries, the China Connect Market Operators and their subsidiaries, and any Stock Connect Authorities and their respective directors, employees and agents shall not be responsible or held liable for any losses or damages directly or indirectly incurred by the Client or any third parties arising from or in connection with Northbound Trading, or arising from or in connection with the China Connect Market Operator making, amending or enforcing the relevant Operator Rules, or any action taken by it in the discharge of its supervisory functions or regulatory obligations; and

對於客戶或任何第三方由於或關於北向交易、或由於或關於中華通市場營運者制定、修訂或強制執行有關營運者規則、或履行其監督職能或監管責任時所採取的任何行動,而直接或間接招致的任何損失或損害賠償,聯交所及其附屬公司、中華通市場營運者及其附屬公司、任何滬港通及深港通當局及彼等各自的董事、僱員及代理人概無責任,亦不得被追究責任;及

(s) the imposition of a Circuit Breaker by a China Connect Market Operator on any trading day of the relevant China Connect Market will result in suspension of trade execution on the relevant China Connect Market.

中華通市場營運者在任何交易日對有關中華通市場營實施停板措施,將導致在有關中華通市場暫停執行交易。

# 23.5 The Client acknowledges and accepts that;

客戶確認及接受:

(a) this Supplement does not purport to disclose all the risks or other material considerations in connection with Northbound Trading or Transactions in general;

本補遺並無宣稱披露關於北向交易或一般交易的所有風險及其他重要考慮;

(b) this Supplement does not modify any Applicable Requirements (except to the extent set out in this Supplement and permitted under the Applicable Requirements);

本補遺並不修改任何適用規定(但本補遺訂明而適用規定許可者除外);

(c) SEHK has the power not to extend any service relating to trading China Connect Securities through Stock Connect to the Client and the power to require MetaSecurties not to accept Instructions if it is found that the Client, MetaSecurties and/or any of MetaSecurties 's clients has or may have committed any abnormal trading conduct set out in the Stock Connect Rules or failed to comply with any Stock Connect Rules;

聯交所有權不向客戶提供任何關於透過滬港通及深港通買賣中華通證券的服務,而且若發現客戶、元字證券及/或元字證券的任何客戶作出或可能作出滬港通及深港通規則列明的異常交易行為或未有遵守任何滬港通及深港通規則,則有權要求元字證券不接受指示:

- (d) the relevant China Connect Market Operator has the power to carry out investigations, and may, through SEHK (or any other governmental or regulatory body), require MetaSecurties and/or any MetaSecurties Group Company to provide relevant information and materials relating to the Client including, without limitation, in relation to the identity, personal data, and trading activity of the Client; and assist in a Stock Connect Authority's investigation in relation to the Client and/or the Client's trading activity; 有關中華通市場營運者有權進行調查,並可透過聯交所(或任何其他政府或監管機構)要求元宇證券及/或任何元宇集團公司提供關於客戶的相關資料及材料(包括但不限於客戶的身分、個人資料及交易活動),及協助滬港通及深港通當局調查客戶及/或客戶的交易活動;
- (e) where a Stock Connect Authority considers that there is a serious breach of the Applicable Requirements, MetaSecurties and/or any MetaSecurties Group Company may be required by a Stock Connect Authority to (a) issue warning statements (verbally or in writing) to the Client; and (b) cease providing the Client with any service relating to trading China Connect Securities through Stock Connect;

如任何滬港通及深港通當局認為有嚴重違反適用規定的情況,該滬港通及深港通當局可能會要求元字證券及/或任何元字集團公司: (a) 向客戶發出警告聲明(口頭或書面);及(b) 停止向客戶提供任何與透過滬港通及深港通買賣中華通證券有關的服務;

- (f) this Supplement does not constitute any business, legal, tax or accounting advice and that the Client should seek independent professional advice and undertake his own research and assessment before entering into any transaction through Stock Connect; and
  - 本補遺不構成任何業務、法律、稅務或會計意見,客戶在透過滬港通及深港通進行任何交易前,應徵詢獨立專業意見及自行進行調研及評估;及
- (g) the Client should refrain from entering into any transaction through Stock Connect unless he has fully understood the terms and risks of the relevant transaction, including the extent of his potential risk of loss.

除非客戶已完全明白有關交易的條款及風險,包括其潛在損失風險的程度,否則客戶不應透過滬港通及深港通進行

任何交易。
正百久勿。 -

# 附4: 有关中华通证券北向交易的个人资料收集声明

# Appendix 4 - Personal Information Collection Statemen concerning Stock Connect Northbound Trading

- 1. Processing of Personal Data as part of the Stock Connect Northbound Trading 處理滬深港通北向交易之個人資料
- (a) The Client acknowledges and agrees that in providing Stock Connect Northbound Trading Service, MetaSecurties and/or MetaSecurties Trading Agent will be required to :

客戶承認並同意,在向您提供滬深港通北向交易服務時,元宇證券及/或元宇交易代理將被要求:

- (i) tag each of the Client's orders submitted to the China Stock Connect System (CSC) with a Broker-to-Client Assigned Number ("BCAN") that is unique to the Client or the BCAN that is assigned to the Client's joint account with MetaSecurties and/or MetaSecurties Trading Agent, as appropriate; and 將客戶提交給CSC交易系統的每份訂單都適當標記獨特的券商客戶編碼("BCAN")或聯合賬戶中的BCAN;
- (ii) provide to the Exchange the Client's assigned BCAN and such identification information ("Client Identification Data" or "CID") relating to the Client as the Exchange may request from time to time under the Rules of the Exchange.

向交易所提供客戶被指定的BCAN以及因應交易所根據交易所規則可能不時要求而提使與客戶有關的身份信息(「客戶身份數據|或"CID")。

2. Without limitation to any notification MetaSecurties have given the Client or consent obtained from the Client in respect of the processing of the Client's personal data in connection with the Client's account and services, the Client acknowledges and agrees that MetaSecurties and/or MetaSecurties Trading Agent may collect, store, use, disclose and transfer personal data relating to the Client as required as part of the Stock Connect Northbound Trading Service, including as follows:

在不限於元宇證券向客戶提供的任何通知或取得客戶同意就關於處理與客戶的帳戶相關的個人資料以及服務的通知,客戶確認並同意元宇證券及/或元宇交易代理可能會收集、存儲、使用、披露並根據需要傳輸與客戶有關的個人數據作為滬 港通北向交易服務的一部分,包括以下內容:

- (a) to disclose and transfer the Client's BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating the Client's 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; 不時向交易所及有關交易所附屬公司披露及轉讓客戶的BCAN及CID,包括在向CSC輸入中華通訂單時指明客戶的
  - 不時向交易所及有關交易所附屬公司披露及轉讓客戶的BCAN及CID,包括在向CSC輸入中華通訂單時指明客戶的BCAN,訂單並將實時傳送至相關中華通市場運營者;
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store the Client's 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;

允許交易所及相關交易所附屬公司: (i)收集、使用及儲存客戶的BCAN、CID及任何經有關中華通結算所提供的合併、驗證及配對的BCAN及CID資料(其中任何一家或通過香港交易所進行存儲)以進行市場監督和監督以及執行「交易所規則」; (ii)不時為下文(c)及(d)段所載之目的將有關資料轉讓予相關中華通市場營運者(直接或透過有關中華通結算所); 及(iii)向香港的有關監管機構和執法機構披露有關資料,以協助履行其在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 the Client's 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 the Client's 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、使用和儲存客戶的BCAN和CID,以促進BCAN和CID的合併和驗證以及BCAN和CID與其客戶身份數據庫的配對,並提供此等已合併,驗證及配對BCAN及CID資料予有關中華通市場經營者,交易所及有關交易所附屬公司; (ii)使用客戶的BCAN和CID履行其證券賬戶管理的監管職能;及(iii)向有管轄權的內地監管機構及執法機構披露有關資料,以便協助履行其對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 the Client's 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.

允許有關的中華通市場經營者: (i)收集,使用及儲存客戶的BCAN及CID,以便通過使用中華通服務及執行相關中華通市場營運商的規則,方便監察及監管有關中華通市場上的證券交易; (ii)向內地監管機構及執法機構披露有關資料,以協助履行其對內地金融市場的監管,監察及執法職能。

3. By instructing MetaSecurties and/or MetaSecurties Trading Agent in respect of any transaction relating to China Connect Securities, the Client acknowledges and agrees that MetaSecurties and/or MetaSecurties Trading Agent may use the Client's 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 Stock Connect Northbound Trading. The Client also acknowledges that despite any subsequent purported withdrawal of consent by the Client, the Client's 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.

通過就與中華通證券有關的任何交易向元宇證券及/或元宇交易代理發出指示,客戶確認並同意元宇證券及/或元宇交易代理可能會使用客戶的個人資料,以遵守交易所不時有效的規定及其規則股票交易北向交易。客戶也知悉,儘管客戶隨後表示撤回同意,但客戶的個人數據可繼續存儲、使用、披露、轉讓和以其他方式處理以達到上述目的,無論是在此類聲稱的撤銷同意之前還是之後。

- 4. The Client acknowledges that: Failure to provide the Client's personal data or consent as described above may mean that MetaSecurties and/or MetaSecurties Trading Agent will not, or no longer be able, as the case may be, to carry out the Client's trading instructions or provide the Stock Connect Northbound Trading Service.
- 客戶知悉:未能如上所述向元宇證券及/或元宇交易代理提供客戶的個人資料或同意書,可能意味著元宇證券及/或元宇交易代理不會或不能再(視情況)執行客戶的交易指示或向客戶提供的滬深港通北向交易服務。
- 5. The Client acknowledges and understand the content of the Personal Information Collection Statement concerning Stock Connect Northbound Trading. The Client expressly consents for MetaSecurties and/or MetaSecurties Trading Agent to use the Client's personal data on the terms of and for the purposes set out in the Personal Information Collection Statement concerning Stock Connect Northbound Trading.

客戶知悉及明白滬深港通北向交易之個人資料收集聲明的內容。客戶明確同意元字證券及/或元字交易代理根據滬深港通北向交易之個人資料收集聲明中的條款和目的使用客戶的個人數據。

# 附5: 證券帳戶風險披露聲明

# Appendix 5 - Risk Disclosure Statements

#### **RISK OF IPO AND PLACING**

首次公開招股及配售的風險

If it is required a conversion from one currency to another, the fluctuations in the exchange rate of the relevant currency may affect the profit or suffer the loss.

如需把公開招股及/或配售之資金由一種貨幣兌換成另一種貨幣,匯率波動將影響客戶之利潤或招致的虧損。

#### **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.

證券價格有時可能會非常波動。證券價格可升可跌,甚至變成毫無價值。買賣證券未必一定能夠賺取利潤,反而可能會招致損失。

#### FOREIGN EXCHANGE RISK INVOLVED IN IPO AND PLACING

公開招股及配售涉及的匯率風險

If the Offer Securities (as defined in Part 2) are denominated in Foreign Currency (as defined in Part 2) or in both Hong Kong Dollar and Foreign Currency, investors are exposed to exchange rate risk and may suffer loss as a result of the fluctuations in exchange rate.

若發售證券(定義見第二部份)是以外幣(定義見第二部份)計值,或同時以港幣及外幣計值,投資者則承受匯率風險,並或會因匯率之浮動而遭到損失。

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

你應瞭解清楚就其在本地或海外進行的交易存放款項或其他財產可獲得那些保障,特別是在有關商號破產或無力償債時的保障。能追討款項或財產的數目可能須受限於個別法例或地方性規則。在某些司法管轄區,收回的款項或財產如有不足之數,則可認定屬於你的財產將會如現金般按比例分配予你。

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

你在開始交易之前應先清楚瞭解你必須繳付的所有傭金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤(如有) 或增加你的虧損。

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

在其他司法管轄區的市場(包括與本地市場有正式連系的市場)進行的交易,或會使你承受額外風險。有關市場的規例可能 使投資者享有的保障程度有所不同甚或下降。在進行交易前,你應先行查明有關將進行的該項交易的所有規則。你所在 地的監管機構不能迫使你已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。在進行交易之前, 你應先向有關商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供那種補救措施及有關詳情。

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

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

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary

disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or the licensed or registered person. Such limits may vary: you should ask the licensed or registered person's deal for details in this respect.

電子交易的設施以計算器組成系統來進行買賣傳遞、執行、配對、登記或交易結算。然而,所有設施及系統都有可能會暫時中斷或失靈。你就此所能獲得的賠償或會受制於系統供應商、市場、結算所及/或持牌人或註冊人就其所承擔的責任 所施加的限制。由於這些責任限制可以各有不同,你應向持牌人或註冊人查詢這有關詳情。

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

透過一個電子交易系統進行買賣可能會與透過其他電子交易系統進行買賣有所不同。如你透過某個電子交易系統進行買賣,你須承受該系統帶來的風險,包括有關硬體或軟體可能會失靈的風險。系統失靈可能會導致持牌人或註冊人的買賣盤不能根據指示執行,或完全不獲執行。

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

在某些司法管轄區及只有在特定情況之下,持牌人或註冊人獲准執行場外交易。持牌人或註冊人可能是你所進行的買賣的交易對手方。在這種情況下,有可能難以或甚至無法平掉既有倉盤、評估價值、厘定公平價格又或評估風險。因此,這些交易或會涉及更大的風險。場外交易的監管或會比較寬鬆,又或需遵照不同的監管制度;你在進行該等交易前應先瞭解適用的規則和有關的風險。

# RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS 買賣創業板股份交易的風險

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.

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往續及無需預測未來盈利的情況下在創業板上市。 創業板股份可能非常波動及流通性很低。

You 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.

你只應在審慎及仔細考慮後,才作出有關的投資決定。創業板市場的較高風險性質及其他特點,意味著這個市場較適合 專業及其他熟悉投資技巧的投資者。

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers. 現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

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

假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處,應尋求獨立的專業意見。

# RISKS INVOLVED IN TRADING CALLABLE BULL/BEAR CONTRACTS ("CBBC") 買賣牛熊證涉及的風險

#### (a) Mandatory call強制收回

CBBC are not suitable for all types of investors and investors should consider their risk appetite prior to trading. 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 asset hits the Call Price and trading in that CBBC will expire early. Payoff for Category N CBBC will be zero when they expire early. When Category R CBBC expire early the holder may receive a small amount of Residual Value payment, but there may be no Residual Value payment in adverse situations. Brokers may charge their clients a service fee for the collection of the Residual Value payment from the respective issuers.

牛熊證並不適合所有投資者,投資者在買賣牛熊證前應先考慮本身能承受多少風險。在任何情況下,除非投資者清楚明白牛熊證的性質,並已準備好隨時會損失所有的投資金額,否則投資者不應買賣牛熊證,因為萬一牛熊證的相關資產價格觸及收回價,牛熊證會即時由發行商收回,買賣亦會終止。N類牛熊證將不會有任何剩餘價值。若是R類牛熊證,持有人或可收回少量剩餘價值,但在最壞的情況下亦可能沒有剩餘價值。經紀代其客戶從發行商收回剩餘價值款項時或會收取服務費。

In general, the larger the buffer between the Call Price and the Spot Price of the underlying asset, the lower the probability of the CBBC being called since the underlying asset of that CBBC would have to experience a larger movement in the price before the CBBC will be called. However at the same time, the larger the buffer, the lower the leverage effect will be.

一般來說,收回價與相關資產現價的相差越大,牛熊證被收回的機會越低,因為相關資產的價格需要較大的變動才會觸及收回價。但同一時間,收回價與現價的相差越大,槓桿作用便越小。

Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounceback.

當牛熊證被收回後,即使相關資產價格反彈,該張牛熊證亦不會再次複牌在市場上買賣,因此投資者不會因價格反彈而獲利。

Besides, the Mandatory Call Event (MCE) of a CBBC with overseas assets as underlying may be triggered outside the Exchange's trading hours.

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

#### (b) Gearing effects槓桿作用

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

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

# (c) Limited life限定的有效期

A CBBC has a limited life, as denoted by the fixed expiry date, with a lifespan of 3 months to 5 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 asset from time to time and may become worthless after expiry and in certain cases, even before the normal expiry if the CBBC has been called early.

牛熊證有一固定有效期,並於指定日期到期。有效期可以是**3**個月至**5**年不等。若在到期前遭提早收回牛熊證的有效期將變得更短。期間牛熊證的價值會隨著相關資產價格的變動而波動,於到期後或遭提早收回後更可能會變得沒有價值。

# (d) Movement with underlying asset 相關資產的走勢

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

牛熊證的價格變動雖然趨向緊貼相關資產的價格變動,但在某些情況下未必與相關資產價格的變動同步(即對沖值不一定等於一)。牛熊證的價格受多個因素所影響,包括其本身的供求、財務費用及距離到期的時限。此外,個別牛熊證的對沖值亦不會經常接近一,特別是當相關資產的價格接近收回價時。

# (e) Liquidity流通量

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

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

# (f) Funding costs財務費用

The issue price of a CBBC includes funding costs and issuers will specify the formula for calculating the funding costs of their CBBC at launch in the listing documents. Since the funding costs for each CBBC issue may be different as it includes the issuer's financing /stock borrowing costs after adjustment for expected ordinary dividend of the stock (if the underlying is a Hong Kong stock since the CBBC will not be adjusted for ordinary dividend) plus the issuer's profit

margin, investors are advised to compare the funding costs of different issuers for CBBC with similar underlying assets and terms. The funding costs will gradually be reduced over time along with the CBBC in the secondary market as the CBBC moves towards expiry. In general, the longer the duration of the CBBC, the higher the total funding costs will be since it is similar to investors borrowing for a longer tenure to trade in the underlying asset. When a CBBC is called, the CBBC holders (investors) will lose the funding cost for the full period since the funding cost is built into the CBBC price upfront at launch even though with the MCE, the actual period of funding for the CBBC turns out to be shorter. In any case, investors 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.

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,雖然當牛熊證被收回時其年期會縮短,持有人仍會損失整筆財務費用。投資者需注意牛熊證推出後,其財務費用或會轉變,流通量提供者在牛熊證推出時未必會根據財務費用的理論值價格開價。

# (g) Trading of CBBC close to Call Price接近收回價時的交易

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

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

However, the trade inputted by the investor may still be executed and confirmed by the investors after the MCE since there may be some time lapse between the MCE time and suspension of the CBBC trading. Any trades executed after the MCE (i.e. Post MCE Trades) will not be recognized and will be cancelled. Therefore, investors should be aware of the risk and ought to apply special caution when the CBBC is trading close to the Call Price.

由於強制收回事件發生的時間與停止牛熊證買賣之間可能會有一些時差。有一些交易在強制收回件發生後才達成及被交易所參與者確認,但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此投資者買賣接近收回價的牛熊證時需額外小心。

Issuers will announce the exact call time within 1 hour after the trigger of MCE, and HKEx will also send the list of Post MCE Trades to the relevant Exchange Participants (brokers) who in turn will inform their clients accordingly. For avoidance of doubt on whether their trades have been cancelled (i.e. whether they are Post MCE Trades), the investors may check with their brokers.

發行商會於強制收回事件發生後60分鐘內通知市場確實的收回時間,交易所亦會把於強制收回事件發生後才達成的交易 資料發佈給有關的交易所參與者,讓他們通知其客戶。若投資者不清楚交易是否在強制收回事件後才達成或有否被取 消,應查詢經紀。

# (h) CBBC with overseas underlying assets海外資產發行的牛熊證

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

以海外資產發行的牛熊證,其價格及結算價均由外幣兌換港元計算,投資者買賣這類牛熊證需承擔有關的外匯風險。外匯價格由市場供求厘定,其中牽涉的因素頗多。

Besides, CBBC issued on overseas underlying assets may be called outside the Exchange's trading hours. In such case, the CBBC will be terminated from trading on the Exchange in the next trading session or soon after the issuer has notified the Exchange about the occurrence of the MCE.

若屬海外資產發行的牛熊證,強制收回事件可能會於香港交易所交易時段以外的時間發生。有關的牛熊證會於下一個交易時段或發行商通知交易所強制收回事件發生後儘快停止在交易所買賣。

There will be no automatic suspension of the CBBC by AMS/3. For Category R CBBC, valuation of the residual value will be determined on the valuation day according to the terms in the listing documents

強制收回事件發生後,AMS/3不設自動停止機制。若屬R類牛熊證,剩餘價值會根據上市文檔於訂價日厘定。

#### **RISKS INVOLVED IN TRADING DERIVATIVE WARRANTS**

投資衍生權證(「窩輪」)涉及的風險

Derivative warrant trading involves high risks and is not suitable for every investor. Investors should understand and consider the following risks before trading in derivate warrants:

買賣衍生權證(「窩輪」)涉及高風險,並非人皆適合。投資者買賣衍生權證(「窩輪」)前必須清楚明白及考慮以下的風險:

#### (a) Issuer Risk發行商風險

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

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

# (b) Gearing Risk槓桿風險

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

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

#### (c) Limited Life具有效期

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

與股票不同,衍生權證(「窩輪」)有到期日,並非長期有效。衍生權證(「窩輪」)到期時如非價內權證,則完全沒有價值。

# (d) Time Decay時間遞耗

One should be aware that other factors being equal the value of derivative warrants will decrease over time. Therefore, derivative warrants should never be viewed as products that are bought and held as long term investments. 若其他因素不變,衍生權證(「窩輪」)價格會隨時間而遞減,投資者絕對不宜視衍生權證(「窩輪」)為長線投資工具。

# (e) Volatility波幅

Other factors being equal an increase in the volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price.

若其他因素不變,相關資產的波幅增加會令衍生權證(「窩輪」)價值上升,相反,波幅減少會令衍生權證(「窩輪」)價值下降。

#### (f) Market Forces市場力量

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

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

# RISKS INVOLVED IN TRADING EXCHANGE TRADED FUNDS ("ETFs") 投資交易所買賣基金涉及的風險

#### (a) Market risk市場風險

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

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

#### (b) Tracking errors追蹤誤差

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors

can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below.)

這是指交易所買賣基金的表現與相關指數/資產的表現脫節,原因可以來自交易所買賣基金的交易費及其他費用、相關指數/資產改變組合、交易所買賣基金經理的複寫原則等等因素。(常見的複寫原則包括完全複製/選具代表性樣本以及綜合複製,詳見下文。)

# (c) Trading at discount or premium以折讓或溢價交易

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

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

# (d) Foreign exchange risk外匯風險

Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price. 若投資者所買賣結構性產品的相關資產並非以港幣為單位,其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響,連帶影響結構性產品的價格。

# (e) Liquidity risk流通量風險

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

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

#### Counterparty risk involved in ETFs with different replication strategies:

交易所買賣基金的不同複寫原則涉及對手風險:

#### (a) Full replication and representative sampling strategies

完全複製及選具代表性樣本策略

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

採用完全複寫原則的交易所買賣基金,通常是按基準的相同比重投資於所有的成份股/資產。採取選具代表性樣本策略的,則只投資於其中部分(而不是全部)的相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金,其交易對手風險通常不是太大問題。

# (b) Synthetic replication strategies

綜合複寫原則

ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

採用綜合複寫原則的交易所買賣基金,主要透過掉期或其他衍生工具去追蹤基準的表現。現時,採取綜合複寫原則的交易所買賣基金可再分為兩種:

#### i. Swap-based ETFs以掉期合約構成

Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets. (total return swaps) Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

總回報掉期讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。

以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾,基金或要蒙受損失。

# ii. Derivative embedded ETFs以衍生工具構成

ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.

交易所買賣基金經理也可以用其他衍生工具,綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。

Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.

以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾,基金或要蒙受損失。

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

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

It is important that investors understand and critically assess the implications arising due to different ETF structures and characteristics.

投資者是否瞭解並能審慎評估不同的交易所買賣基金結構及特色會有何影響極為重要。

#### 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 Securities and Futures Ordinance (Cap.571 of the Laws of Hong Kong) 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區收取或持有的客戶資產,是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(香港法例第571章)及根據該條例制訂的規則可能有所不同。因此,有關客戶資產可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

# RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

提供將你的證券抵押品等再質押的授權書的風險

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your 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書使用你的證券或證券抵押品、將你的證券抵押品再質押 以取得財務通融,或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品,存在一定風險。

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

假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的,則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外,除非你是專業投資者,你的授權書必須指明有效期,而該段有效期不得超逾十二(12)個月。若你是專業投資者,則有關限制並不適用。

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

此外,假如你的持牌人或註冊人在有關授權的期限屆滿前最少十四(14)日向你發出有關授權將被視為已續期的提示,而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對,則你的授權將會在沒有你的書面同意下被視為已續期。

You are 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 you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法例規定你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,以便例如向你提供保證金貸款 或獲准將你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你闡釋將為何種目 的而使用授權書。 If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

倘若你簽署授權書,而你的證券或證券抵押品已借出予或存放於第三方,該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責,但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do 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不涉及證券借貸的現金帳戶。假如你毋需使用保證金貸款,或不希望本身證券或證券抵押品被借出或遭抵押,則切勿簽署上述的授權書,並應要求開立該等現金帳戶。

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

假如你向持牌人或註冊人提供授權書,允許他代存郵件或將郵件轉交予第三方,那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單,並加以詳細閱讀,以確保可及時偵察到任何差異或錯誤。

# **RISK OF MARGIN TRADING**

# 保證金買賣的風險

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person.

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。

Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent.

市場情況可能使備用交易指示,例如「止蝕」或「限價」指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息,你的抵押品可能會在未經你的同意下被出售。

Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

此外,你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此,你應根據本身的財政狀況及投資目標,仔細考慮這種融資安排是否適合你。

# RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED 在香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券的風險

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. 按照納斯達克-美國證券交易所試驗計劃(「試驗計劃」)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。

You should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

你在買賣該項試驗計劃的證券之前,應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。你應知悉,按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主機板或創業板作第一或第二上市的證券類別加以監管。

#### **RISK OF INTERNET FACILITIES**

# 互聯網設施的風險

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake

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

透過一個電子交易系統進行買賣,可能會與透過其他電子交易系統進行買賣有所不同。如你透過一個電子交易系統進行買賣,須承受該系統所附帶的風險,包括有關系統硬體或軟體可能會失靈的風險。系統失靈可能會導致你的指示不能根據指示執行,或完全不獲執行。

You acknowledge and bear the risk that messages sending over the internet may be delayed due to internet traffic jam or other reasons. The licensed or registered person shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of instructions/orders to the place of execution or the transmission of reports of execution to you due to any failure of communication facilities, or any other delays beyond the reasonable control of the licensed or registered person.

你確認並承擔因網路擠塞或其他原因而引致通過互聯網傳送的訊息有所延誤的風險。你不會就有關延誤所構成的後果(包括但不限於延誤向交易地點發出指示或命令,或因任何通訊設施故障而延遲向你發出執行報告,或其他不能合理地由持牌人或註冊人控制的延誤)負責。

Communications over the internet may be subject to transmission blackout, interruption, interception, or incorrect data transmission due to the public nature of the internet or other reasons that are beyond the licensed or registered person's control. Messages sent over the internet cannot be guaranteed to be completely secure. You shall be aware of and bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages/instructions either sent to or received from the licensed or registered person's systems. The licensed or registered person shall not be responsible for any losses or damages incurred or suffered as a result thereof.

互聯網上的通訊可能暫時中斷、傳遞終止或截取,或因互聯網的公眾背景或其他持牌人或註冊人不能控制的理由引致資料傳送有失誤。透過互聯網發出的訊息無法保證完全安全。你應注意,任何經持牌人或註冊人系統發出或接收的訊息/指示均可能出現被延誤、遺失、轉換、更改、訛用或被病毒感染的風險,你須為有關風險負責。持牌人或註冊人不會就有關的損失及損害負上責任。

# RISK OF E-STATEMENT SERVICE 電子結算單的風險

Access to the internet or other electronic medium may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Any communication through the internet or other electronic medium may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond the licensed or registered person's control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of information. The statements may not be sent to the designed email address at all. Moreover, communications and personal data may be accessed by unauthorized third parties, and there are risks of misunderstanding or error in any communication and that such risks shall be absolutely borne by you.

互聯網及其他電子媒介的接達可能因為高峰期、市場波動、系統升級或維修或因其他原因而受到限制或未能提供。透過互聯網及其他電子媒介進行的任何通信可能會受到干擾、出現傳輸中斷,及由於未能預測的互聯網通信量或因其他不受持牌人或註冊人控制的原因而導致傳輸延誤。基於技術所限,互聯網本身為不可靠的通信媒介。因此,可能會出現資訊傳輸及接收之延誤,以及結算單未必能傳送到指定的電郵帳號。此外,未經授權第三方可能獲得通訊及個人資料,及你須要完全承擔任何誤解通信或通信錯誤之風險。

# RISK OF SHANGHAI-HONG KONG STOCK CONNECT/SHENZHEN-HONG KONG STOCK CONNECT 滬港通/深港通交易的風險

(a) Not protected by Investor Compensation Fund不受投資者賠償基金保障

The Client should note that any Northbound or Southbound trading under Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong 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 brokers, they are not protected by China Securities Investor Protection Fund on the Mainland. Hong Kong's Investor Compensation Fund is established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorised financial institution in relation to exchange-traded products in Hong Kong. Examples of default are insolvency, in bankruptcy or winding up, breach of trust, defalcation, fraud, or misfeasance.

客戶須注意,香港的投資者賠償基金並不涵蓋滬港通/深港通下的任何北向交易和南向交易。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,該券商並非內地證券公司,因此中國內地投資者保護基金亦不涵蓋滬股通/深港通北向交易。香港投資者賠償基金的成立目的,是向任何國籍的投資者賠償因持牌中介人或認可財務機構就在香港的交易所買賣的產品違約而蒙受的金錢損失。違約的例子包括無力償債、破產或清盤、違反信託、虧空公款、欺詐或不當行為。

As far as Southbound trading is concerned, since Mainland securities brokers are neither licensees nor registered institutions with the SFC in Hong Kong and they are not regulated by the SFC, the Investor Compensation Fund will not cover Southbound trading via Shanghai-Hong Kong Stock Connect/ Shenzhen-Hong Kong Stock Connect.

就南向交易而言,由於內地證券經紀無須獲香港證監會發牌或註冊,亦不受證監會規管,因此投資者賠償基金並不涵蓋經由滬港通/深港通進行的南向交易。

For further information on Hong Kong's Investor Compensation Fund, please refer to the website of Investor Compensation Company Limited. For information on licensees and registered institutions under the SFC, please consult the Public Register of Licensed Persons & Registered Institutions in the SFC website.

關於投資者賠償基金的進一步資料,請參閱簡介投資者賠償有限公司的網站。有關獲證監會發牌或註冊機構的資料,請查閱證監會網站的「持牌人及註冊機構的公眾紀錄冊」。

On the other hand, according to the Measures for the Administration of Securities Investor Protection Fund (《證券投資者保護基金管理辦法》), the functions of China Securities Investor Protection Fund (CSIPF, 中國投資者保護基金) include"indemnifying creditors as required by China's relevant policies in case a securities company is subjected to compulsory regulatory measures including dissolution, closure, bankruptcy and administrative takeover by China Securities Regulatory Commission (CSRC) and custodian operation" or "other functions approved by the State Council".

另一方面,根據內地《證券投資者保護基金管理辦法》,中國投資者保護基金 (CSIPF) 的用途包括「證券公司被撤銷、關閉、破産或被證監會實施行政接管、托管經營等強制性監管措施時,按照國家有關政策規定對債權人予以「償付」或「國務院批准的其他職責」。

# (b) Short selling沽空 (內地稱融券)

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 the Mainland.

香港及海外投資者透過滬股通/深港通投資A股時,不可進行無備兌賣空活動。香港及海外投資者透過滬股通/深港通出售A股時,不能參與內地的融券計劃。

# (c) Quotas used up額度用盡

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 quota 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 aggregate quota balance situation, buying services will be resumed on the following trading day.

當北向交易和南向交易分別的總額度餘額少於每日額度時,相應買盤會於下一個交易日暫停(但仍可接受賣盤訂單),直至 總額度餘額重上每日額度水平。而每日額度用完時,亦會即時暫停相應買盤交易訂單(已獲接受的買盤訂單不會因每日額 度用盡而受到影響,此外仍可繼續接受賣盤訂單),當日不會再次接受買盤訂單,但會視乎總額度餘額狀况於下一個交易 日恢復買盤交易。

# (d) Difference in trading day and trading hours交易日及交易時間差異

The Client 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. Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock 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 market but Hong Kong investors cannot carry out any A-share trading. The Client should take note of the days and the hours which Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock 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 Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock Connect is not trading.

客戶應注意因香港和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。由於滬港通/深港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。客戶應該注意滬港通/深港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滬港通/深港通不交易的期間承擔A股價格波動的風險。

#### (e) Restrictions on selling imposed by front-end monitoring前端監控對沽出的限制

For Clients who keeps their A-shares outside of MetaSecurties, if they want to sell certain A-shares they hold, they must transfer those A-shares to the respective accounts of MetaSecurties 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.

對於那些一般將A股存放於元字證券以外的客戶而言,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股股票轉至元字證券帳戶中。如果客戶錯過了此期限,將不能於T日沽出該A股。

(f) The recalling of eligible stocks and trading restrictions合資格股票的調出及買賣限制

A stock may be recalled from the scope of eligible stocks for trading via Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock 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 Client. The Client 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 Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock Connect, the Client 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"; (iii) the A-share is, based on any subsequent periodic review, determined to have a market capitalisation of less than RMB 6 billion; and/or (iv) the corresponding H share of the A-share subsequently ceases to be traded on SEHK. The Client should also note that price fluctuation limit would be applicable to A-shares.

當一些原本為滬港通/深港通合資格股票由於各種原因被調出滬港通/深港通範圍時,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。客戶需要密切關注兩地交易所提供及不時更新的合資格股票名單。滬股通/深港通股票將在以下幾種情況下被暫停買入(但允許賣出): (i)該等滬股/深股不再屬於有關指數成份股; (ii)該等滬股/深股被實施風險警示; (iii)該等A股基於任何定期評論被釐定為市值少於人民幣600萬元; 及/或(iv)該等滬股/深股相應的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。

# (g) Trading costs交易費用

In addition to paying trading fees and stamp duties in connection with A-share trading, the Client carrying out Northbound trading via Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock 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.

經滬港通/深港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。

(h) Local market rules, foreign shareholding restrictions and disclosure obligations內地法規、外資持股比例限制及披露責任

Under Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock 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 Shanghai-Hong Kong Stock Connect/Shenzhen-Hong Kong Stock Connect may affect share prices. The Client should also take note of the foreign shareholding restrictions and disclosure obligations applicable to A-shares. The Client 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 Client is solely responsible for compliance with all notifications, reports and relevant requirements in connection with its interests in A-shares.

滬港通/深港通相關的A股上市公司及交易須遵守A股的市場法規及披露責任,任何相關法例或法規的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。因應客戶A股所擁有利益及持股量,客戶的交易及收益保留可能受限制,客戶需自行負責所有相關申報、通知及利益披露之合規要求。

# (i) Currency risks貨幣風險

Northbound investments in the SSE/SZSE securities will be traded and settled in Renmibi. If the Client holds a local currency other than RMB, the Client will be exposed to currency risk if the Client invests in a RMB product 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 the same when the Client purchases it and when the Client redeems / sells it, the Client will still incur a loss when you convert the redemption / sale proceeds into local currency if RMB has depreciated.

滬股通/深港通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。即使該人民幣資產的價格不變,於轉換貨幣 的過程中,如果人民幣貶值,亦會有所損失。

This "Risk Disclosure Statements" as from time to time amended and supplemented.

本風險披露聲明會不時修訂或補充,	客戶需以不時經修訂或補充的版本為準。

# 附6: 客戶款項常設授權

#### Appendix 6 – Standing Authority (Client Money)

- 1. In this Standing Authority (Client Money), all expressions defined in the terms and conditions in Part 3 headed "Terms and Conditions for Securities Margin Trading" shall have the same meanings when used herein. 本常設授權書(客戶款項)與客戶協議書第三部份「證券保證金交易的條款及條件」所載條款及條件界定的所有詞彙,與本常設授權書(客戶款項)分所用者具相同涵義。
- 2. This authority is given pursuant to the Securities and Futures (Client Money) Rules (Cap. 571I of the Laws of Hong Kong), which covers money held or received by any of the MetaSecurties Group Companies in Hong Kong (including any interest derived from holding the money which does not belong to any of the MetaSecurties Group Companies) in one or more segregated account(s) on the Client's behalf ("Monies"). 客戶授權根據《證券及期貨(客戶款項)規則》(香港法例第571I章)涵蓋任何元字集團公司爲客戶在香港持有或收取並
  - 各户授權根據《證券及期貨(各户款項)規則》(香港法例第5/11章)涵蓋任何元子集團公司爲各户任香港持有或收取並 存放於一個或多個獨立賬戶內的款項(包括因持有並非屬於爾等的款項而產生之任何利息)(下稱「款項」)。
- 3. The Client authorizes any of the MetaSecurties Group Companies to: 客戶授權任何元字集團公司:
  - (a) Combine or consolidate any or all segregated accounts of any name whatsoever and either individually or jointly with others, maintained by MetaSecurties and/or any MetaSecurties Group Companies from time to time and you may transfer any sum of Monies to and between such segregated account(s) to satisfy my/our obligations or liabilities to any member of the MetaSecurties Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and 組合或合併(個別地或與其他賬戶聯合進行)元宇証券及/或元宇集團公司所維持的任何或全部獨立賬戶,爾等可將該等獨立賬戶內任何數額之款項作出轉移,以符合我/我們對元宇集團公司任何成員確實、或然、原有、附帶、有抵押、無抵押、共同或分別的的義務或法律責任;及
  - (b) Transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by members of the MetaSecurties Group Companies.

    從元字集團公司的成員於任何時候維持的任何獨立賬戶之間來回調動任何數額之款項。
- 4. You may do any of these things without giving me/us notice. 爾等可不向我/我們發出通知而採取上述行動。
- 5. This authority is given to Metaverse Securities Limited in consideration of its agreeing to continuously maintain any account for me/us under MetaSecurties Group Companies.

  本授權乃鑑於元字証券同意繼續我/我們於該公司的戶口。本授權並不損害元字集團公司可享有有關處理該等獨立賬戶內款項的其他授權或權利。
- 6. The Standing Authority given by the Client under this Standing Authority (Client Money) shall remain valid for twelve (12) months commencing from the date of the said Standing Authority unless revoked by MetaSecurties giving not less than two (2) Business Days' prior notice in writing to Client, and/or Client giving not less than seven (7) Business Days' prior notice in writing to MetaSecurties in accordance with the Securities and Futures (Client Money) Rules. The Standing Authority shall be deemed to have been renewed for further periods of twelve (12) months upon expiry of each period of twelve (12) months on the same terms and conditions as specified in this Standing Authority (Client Money) if MetaSecurties gives the Client a written notice at least fourteen (14) days prior to the expiry date, unless such renewal of standing authority is objected by the Client in accordance with the Securities and Futures (Client Money) Rules.
  - 客戶根據本常設授權書(客戶款項)給予的常設授權書,將由該常設授權書日期起十二(12)個月依然有效,但元宇證券向客戶發出不少於兩(2)個營業日的事先通知書,或客戶向元宇證券發出不少於七(7)個營業日的事先通知書,或根據《證券及期貨(客戶款項)規則》而撤銷常設授權書則除外。在每段十二(12)個月的期限屆滿時,若元宇證券在常設授權書屆滿日期前最少十四(14)日向客戶發出事先書面通知,常設授權書則被視為按照本常設授權書(客戶款項)訂明的相同條款及條件再續期十二(12)個月,除非客戶根據《證券及期貸(客戶款項)規則》反對常設授權書續期。
- 7. The Client undertakes to indemnify MetaSecurties against all costs, expenses, liabilities, losses or damages arising out of or suffered by MetaSecurties and/or any of the MetaSecurties Group Companies as a result of their acting in accordance with the Standing Authority given by the Client under this Standing Authority (Client Money).

客戶承諾就元字證券司因為根據客戶按本常設授權書(客戶款項)而給予的常設授權書行事而招致或蒙受的所有成本、開支、負債、損失或損害賠償,向元字證券及元字集團公司作出彌償。

This Standing Authority (Client Money) as from time to time amended and supplemented.

本常設授權書(客戶款項)的條文會不時修訂或補充,客戶需以不時經修訂或補充的版本為準。

# 附7: 客戶證券常設授權(只適用於保證金客戶)

# Appendix 7 – Standing Authority (Client Securities) (Only applicable to Margin Account Client)

- 1. In this Standing Authority (Client Securities), all expressions defined in the terms and conditions in Part 3 headed "Terms and Conditions for Securities Margin Trading" shall have the same meanings when used herein.
  - 本常設授權書(客戶證券)與客戶協議書第三部份「證券保證金交易的條款及條件」所載條款及條件界定的所有詞彙,與本常設授權書(客戶證券)分所用者具相同涵義。
- 2. Pursuant to the Securities and Futures (Client Securities) Rules (Cap. 571H of the Laws of Hong Kong), the Client may authorize and/or instruct MetaSecurties to deal, from time to time, with the Securities and/or securities collateral received or held on his/her behalf in one or more of the following ways: -

根據《證券及期貨(客戶證券)規則》(香港法例第571H章),客戶可授權及/或指示元字證券不時按以下一種或多種方式處置代其收取或持有的證券及/或證券抵押品:

(a)to apply any of the Securities or securities collateral pursuant to the Loan Agreement , subject to compliance with the Client Securities Rules;

根據貸款協定,在遵守《客戶證券規則》的前提下運用任何證券或證券抵押品;

授權書(客戶證券)提供常設授權書的相關風險,包括在風險披露聲明列出的風險。

- (b)subject to the Client Securities Rules regarding repledging limits, to deposit any of the securities collateral with an authorized financial institution as collateral for financial accommodation provided to MetaSecurties; 在遵守《客戶證券規則》關於再質押的限制的前提下,將任何證券抵押品存放於認可財務機構,作為提供予元字證券的財務融通的抵押品:
- (c) to deposit any of the securities collateral with any clearing house recognized by the SFC or another intermediary licensed or registered for dealing in Securities as collateral for the discharge and satisfaction of the Client's settlement obligations and Liabilities towards MetaSecurties; and 將任何證券抵押品存放於獲證監會認可的任何結算所或另一持牌或註冊進行證券交易的仲介人,作為解除及清價客戶對元字證券的交收責任及債務的抵押品:及
- (d)to treat and deal with the Securities and securities collateral in such manners as MetaSecurties consider appropriate taking into account any applicable legal and regulatory requirements from time to time. 按照元字證券經考慮不時的適用法律及規管規定而認為適當的方式,處理及處置證券及證券抵押品。
- 3. The Client acknowledges, and confirms having been informed by MetaSecurties , that MetaSecurties has the practice of repledging the Client's Securities and securities collateral. The Client understands and acknowledges the risks to the Client associated with giving the Standing Authority given by the Client under this Standing Authority (Client Securities), including the risks set out under the Risk Disclosure Statements. 經元字證券知會後,客戶確認及確定元字證券已再質押客戶的證券及證券抵押品。客戶明白及確認客戶根據本常設
- 4. The Client also acknowledges that:

客戶亦確認:

- (a) the Client has been informed of the repledging practice of MetaSecurties and the Client has provided MetaSecurties with a standing authority to repledge the Client's Securities or securities collateral. 客戶已獲告知元字證券的再質押慣例,而客戶已向元字證券提供把客戶的證券或證券抵押品再質押的常設授權
  - 各户已獲古知兀手證券的再質押頂例,則各户已回兀手證券提供尤各户的證券或證券抵押品再質押的吊設技權書。
- (b)the Standing Authority given by the Client under this Standing Authority (Client Securities) shall not affect MetaSecurties 's right to dispose or initiate a disposal by MetaSecurties '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 MetaSecurties, the associated entity or a third person.

客戶在本常設授權書(客戶證券)提供的常設授權書,概不影響元字證券處置或提出由元字證券的關聯實體處置客戶的證券或證券抵押品,藉以清償由或代表客戶結欠元字證券、該相關實體或第三方的任何債權。

- 5. The Client understands that a third party may have rights to the Client's Securities, which MetaSecurties must satisfy before the Client's Securities can be returned to the Client.
  - 客戶明白,第三方可能對客戶的證券享有權利,而元宇證券必須先了結該權利後才可將客戶的證券歸還予客戶。
- 6. The Standing Authority given by the Client under this Standing Authority (Client Securities) shall remain valid for twelve (12) months commencing from the date of the said Standing Authority unless revoked by MetaSecurties giving not less than two (2) Business Days' prior notice in writing to Client, and/or Client giving not less than seven (7) Business Days' prior notice in writing to MetaSecurties in accordance with the Securities and Futures (Client

Securities) Rules. The Standing Authority shall be deemed to have been renewed for further periods of twelve (12) months upon expiry of each period of twelve (12) months on the same terms and conditions as specified in this Standing Authority (Client Securities) if MetaSecurties gives the Client a written notice at least fourteen (14) days prior to the expiry date, unless such renewal of standing authority is objected by the Client in accordance with the Securities and Futures (Client Securities) Rules. 客戶根據本常設授權書(客戶證券)給予的常設授權書,將由該常設授權書日期起十二(12)個月依然有效,但元字證券 向客戶發出不少於兩(2)個營業日的事先通知書,或客戶向元字證券發出不少於七(7)個營業日的事先通知書,或根據 《證券及期貨(客戶證券)規則》而撤銷常設授權書則除外。在每段十二(12)個月的期限屆滿時,若元字證券在常設授 權書屆滿日期前最少十四(14)日向客戶發出事先書面通知,常設授權書則被視為按照本常設授權書(客戶證券)訂明的 相同條款及條件再續期十二(12)個月,除非客戶根據《證券及期貸(客戶證券)規則》反對常設授權書續期。 The Client undertakes to indemnify MetaSecurties against all costs, expenses, liabilities, losses or damages arising out of or suffered by MetaSecurties and/or any of the MetaSecurties Group Companies as a result of their acting in accordance with the Standing Authority given by the Client under this Standing Authority (Client Securities). 客戶承諾就元宇證券司因為根據客戶按本常設授權書(客戶證券)而給予的常設授權書行事而招致或蒙受的所有成本、 開支、負債、損失或損害賠償,向元字證券及元字集團公司作出彌償。

8. This Standing Authority (Client Securities) as from time to time amended and supplemented. 本常設授權書(客戶證券)的條文會不時修訂或補充,客戶需以不時經修訂或補充的版本為準。