

Addendum in relation to China-HK Stock Connect

This Addendum sets out terms and conditions governing the trading and related supporting services provided by Get Nice Securities Limited ("GNS") in connection with the securities trading and clearing links programmes for the establishment of mutual stock market access between Mainland China and Hong Kong, namely Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect (collectively referred to as the "China-HK Stock Connect"), jointly announced by the Securities and Futures Commission of Hong Kong and the China Securities Regulatory Commission (the "China-HK Stock Connect Services"). Unless otherwise defined, capitalized terms used in this Addendum shall have same meaning as defined in the "Terms and Conditions for Securities Trading" governing the account relationship between the Client and GNS.

- 1. The Client who uses GNS's China-HK Stock Connect Services shall be deemed to accept and agree to be bound by all the terms and conditions in this Addendum and accept all risks associated with trading/clearing through the use of such services (including but not limited to the risks set out in Appendix 1 and other risks concerned in northbound trading, prohibition of trading securities listed on the Shanghai Stock Exchange ("SSE") or the Shenzhen Stock Exchange ("SZSE") (collectively the "China-HK Stock Connect Securities"), being liable or responsible for breaching the respective listing rules and other rules of SSE and SZSE and other applicable laws and regulations).
- 2. The Client shall comply, and be solely responsible for complying, with all laws, rules and regulations as well as all requirements, restrictions and requests of regulatory or governmental bodies, tax authorities, exchanges, markets, clearing houses and other bodies with competent jurisdiction (including but not limited to the Exchange, SSE, SZSE, the respective subsidiaries and affiliates of the Exchange, SSE and SZSE, China Securities Depository and Clearing Corporation Limited, the SFC, the China Securities Regulatory Commission, the State Administration of Foreign Exchange of the PRC and the State Administration of Taxation of the PRC) (each a "Market Authority" and collectively the "Market Authorities") as may be applicable from time to time ("Market Requirements") to the China-HK Stock Connect Services and trading/clearing through the use of such services.
- 3. In particular, the Client shall be fully aware of and comply with all Market Requirements in the Mainland China in relation to short-swing profits, prohibition of conducting off-exchange transactions/transfers and manual trades, shareholding restrictions and disclosure obligations including but not limited to the following in respect of A-shares listed on SSE/SZSE (subject to change without any notice from GNS):
 - (a) requirement for an investor to disclose interest held or controlled by it in a Mainland China listed company within three working days of its interest reaching 5% of the issued shares of such listed company and not to buy or sell the shares of that company within such three-day period, and the requirement to disclose any change in its shareholding and to comply with the related trading restrictions; and
 - (b) the 10% single foreign investor's shareholding limit (10% of the total issued shares of a Mainland China listed company) and the 30% aggregate foreign investors' shareholding limit (30% of the total issued share capital of a Mainland China listed company) applicable to Hong Kong and/or overseas investors and the related forced-sale arrangement.

In order to ensure compliance with the applicable shareholding restrictions, the Client shall comply with the forced-sale arrangement that GNS may put in place in respect of securities of the Client from time to time. In the event where the Client breaches any shareholding restriction, GNS and its agent shall have the right to force-sell any of the Client's securities upon receiving force-sale notification from the Exchange.

4. The Client acknowledges that unless otherwise permitted under the Market Requirements, the China-HK Stock Connect Securities purchased on a trading day cannot be sold on the same day and the Client shall have sufficient China-HK Stock Connect Securities in its Account with GNS before commencement of trading on a trading day if the Client intends to sell the China-HK Stock Connect Securities during a trade day unless otherwise permitted under the applicable Market Requirements. The Client is prohibited from naked short selling in China-HK Stock Connect Securities.

- 5. Where the Client conducts margin trading, stock borrowing and lending and/or short-selling activities through the use of the China-HK 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 Market Requirements (such as when volume of 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-HK Stock Connect Securities. The Client may refer to the lists of eligible China-HK Stock Connect Securities published on the website of Hong Kong Exchanges and Clearing Limited ("HKEx") from time to time.
- 6. The Client acknowledges that the Exchange, SSE, SZSE and their respective subsidiaries and affiliates have power not to extend their services relating to the China-HK Stock Connect Services in circumstances stipulated by the Market Requirements (such as upon contravention of any Market Requirement or abnormal trading conduct committed by any of the Client, GNS and/or its agents) and GNS may refuse to accept instructions from or cease to provide all or part of the China-HK Stock Connect Services to the Client in GNS's absolute discretion without any prior notice.
- 7. The Client agrees that GNS and its agents may take or refrain from taking such actions whether in the Client's name or otherwise in GNS's absolute discretion without any prior notice (including but not limited to taking any action for a forced-sale of the relevant securities, cancelling, limiting, restricting or rejecting any Client's order, order cancellation request or other instruction and suspending, restricting or ceasing to provide all or part of the China-HK Stock Connect Services) (i) so as to ensure or facilitate compliance with the Market Requirements (such as when the Exchange, at the request from SSE or SZSE, requires the Client's order to be rejected) and to avoid or mitigate any losses that may be incurred or suffered by GNS and its agents in so ensuring or facilitating compliance with the Market Requirements; (ii) if the Client breaches any Market Requirement or term of this Addendum; or (iii) upon the happening of any contingency or force majeure event beyond the reasonable control of GNS or its agents (such as hoisting of Typhoon Signal No. 8 in Hong Kong or when the Exchange loses all its communication lines with SSE or SZSE). Upon the happening of any of the aforesaid events, the Client shall still bear the settlement obligations if the Client's orders are matched and executed.
- 8. The Client agrees that for the purposes of carrying out the Client's orders or exercising any of GNS's rights under this Addendum or under any of the Client's Accounts with GNS, GNS may, at any time in its sole and absolute discretion and without any obligation, convert any amount in any currency in any Account(s) of the Client or standing to the Client's credit to any other currency, and any exchange rate losses and the costs of conversion shall be borne by the Client.
- 9. The Client acknowledges that any Market Authorities (including but not limited to SSE, SZSE, the Exchange and their respective subsidiaries and affiliates) may have powers to carry out any checking of the Client's records and any investigation in respect of any breach or suspected breach of any Market Requirements and agrees that GNS and/or its agents and the Exchange may, in accordance with the request made by any Market Authority, (i) provide relevant information and materials (including but not limited to information, identities and personal data regarding the Client, the Client's Accounts and other persons (legal or otherwise) who are ultimately responsible for originating the instruction in relation to a Transaction and stand to gain the commercial or economic benefit of the Transaction and/or bear its commercial or economic risk and information regarding their orders and Transactions); and (ii) provide assistance and issue warnings to the Client to facilitate any checking, investigation, surveillance or compliance with the Market Requirements. Without prejudice to the generality of the foregoing, (a) GNS and/or its agents may forward the Client's identity to the Exchange which may on-forward to SSE and/or SZSE for surveillance and investigation purposes; (b) if the rules of SSE or SZSE are breached, or the disclosure and other obligations referred to in the listing rules or other rules of SSE or SZSE are breached, SSE or SZSE has the power to carry out an investigation, and may, through the Exchange, require GNS and/or its agents to provide relevant information and materials and to assist in its investigation; and (c) SSE and SZSE may, through the Exchange, make requests for warning statements (verbal or written) to be issued to the Client and for northbound trading services not to be extended to the Client.
- 10. The Client agrees that personal data relating to or provided by the Client may be used and transferred outside of Hong Kong in accordance with GNS's Personal Information Collection Statement and the Client undertakes and represents that it shall obtain all necessary consents from the individuals concerned for the said use and transfer and comply with the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong).

- 11. The Client acknowledges that HKEx, the Exchange, SSE, SZSE and their respective subsidiaries, affiliates, directors, employees and agents shall not be responsible or held liable for any loss, damage or liability directly or indirectly suffered or incurred by GNS, its agents, the Client or any other parties arising from or in connection with northbound trading, trading or clearing system provided by any Market Authority (including but not limited to the China-HK Stock Connect system), any Market Authority making, amending or enforcing any Market Requirements, any action taken by any Market Authority in discharge of its supervisory or regulatory obligations or functions or any other trading/clearing activities through the use of the China-HK Stock Connect Services. The Client further agrees that GNS and its agents shall not be responsible or held liable for any such loss, damage or liability suffered or incurred by the Client.
- 12. The Client agrees and acknowledges that the Client is permitted to trade shares that are listed on ChiNext board of SZSE only if the Client meets investor eligibility criteria stipulated under relevant Market Requirements. Subject to Market Requirements that may be changed from time to time, an eligible ChiNext investor is an institutional professional investor (as defined as a person falling under paragraphs (a) to (i) of the definition of "professional investors" in section 1 of Part 1 of Schedule 1 to the SFO or any other type of eligible investor as may be permitted by relevant Market Authorities or Market Requirements from time to time to trade ChiNext shares ("Eligible ChiNext Investor"). Before the Client trades any ChiNext shares, the Client shall ensure that the Client is an Eligible ChiNext Investor and if the Client is an intermediary placing orders to GNS on behalf of its underlying customers, the Client shall ensure that each underlying customers who trade ChiNext shares is also an Eligible ChiNext Investor. Any non-compliance with such eligibility requirements would constitute a breach of relevant Market Requirements and entitle (but does not oblige) GNS and its agents to require the Client and relevant underlying customers (if any) to unwind positions of ChiNext shares as soon as possible without any compensation or liability. The Exchange takes any breaches of Market Requirements seriously and will review and follow up on each incident. Follow-up actions may include issuing warning letters, conducting further enguiries, commencing investigations and reporting matters to other Market Authorities.
- 13. The Client agrees to fully indemnify GNS and its agents against all losses, damages, liabilities, costs, expenses, actions, investigations and proceedings (whether actual or potential) incurred or suffered by any of GNS and its agents directly or indirectly arising from any breach of any Market Requirement or any provision of this Addendum on the part of the Client.
- 14. The terms and conditions in this Addendum are in addition to and form part of the "Terms and Conditions for Securities Trading" governing the account relationship between the Client and GNS and in the event of any discrepancy in relation to subject matter of this Addendum, the terms and conditions in this Addendum shall prevail.

Appendix 1

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

Not protected by Investor Compensation Fund

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

Short selling

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

Difference in trading day and trading hours

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

Restrictions on selling imposed by front-end monitoring

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

The recalling of eligible stocks and trading restrictions

A stock may be recalled from the scope of eligible stocks for trading via China-HK 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 the Exchange.

Under China-HK 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"; and/or (iii) the corresponding H share of the A-share subsequently ceases to be traded on the Exchange. The Client should also note that price fluctuation limit would be applicable to A-shares.

Trading costs

In addition to paying trading fees and stamp duties in connection with A-share trading, the Client carrying out Northbound trading via China-HK 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 from time to time).

Quotas restrictions

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

Local market rules, foreign shareholding restrictions and disclosure obligations

Under China-HK 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 China-HK 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.

Under the current Mainland China rules, once an investor holds or controls shares (on an aggregate basis, i.e., including both domestically and overseas issued shares of the same Mainland China Listco (as defined below), whether the relevant holdings are through Northbound trading, QFII/RQFII regime or other investment channels) in a Mainland China incorporated company which is listed on a Mainland China stock exchange (a "Mainland China Listco") above a certain threshold as may be specified from time to time by the relevant Market Authorities, the investor is required to disclose his interest within the period specified by the relevant Market Authorities and during which he cannot trade the shares of that company. The investor is also required to disclose any change in his shareholding and comply with related trading restrictions in accordance with Mainland China rules.

Where a Mainland China incorporated company has both H-shares listed on the Exchange and A-shares listed on the SSE and/or SZSE (as the case may be), if an investor is interested in more than a certain threshold (as may be specified from time to time) of any class of voting shares (including A-shares purchased through China-HK Stock Connect) in such Mainland China incorporated company, the investor is under a duty of disclosure pursuant to Part XV of the SFO. Part XV of the SFO does not apply where the Mainland China incorporated company has not listed

any shares on the Exchange. It shall be the Client's responsibility to comply with any disclosure of interest rules from time to time imposed by the relevant Market Authorities and arrange for any relevant filings. According to existing Mainland China practices, Hong Kong and overseas investors as beneficial owners of A-shares traded via China-HK Stock Connect cannot appoint proxies to attend shareholders' meetings on their behalf.

Currency risks

Northbound investments in the China-HK Stock Connect Securities will be traded and settled in Renminbi (RMB). 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 the Client converts the redemption/sale proceeds into local currency if RMB has depreciated.

Company announcements on corporate actions

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

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

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

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

ChiNext-shares

ChiNext-shares of SZSE involve a high investment risk. In particular, profitability and other financial requirements for listing on the ChiNext board are less stringent than the main board and the small and medium enterprise board of the SZSE. The Client should make the decision to invest only after due and careful consideration.

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

The above may not cover all risks related to China-HK Stock Connect and any above mentioned laws, rules and regulations are subject to changes.



中港通相關之附錄

有關香港證券及期貨事務監察委員會及中國證券監督管理委員會聯合公告的證券交易及結算連結計劃,以建立中國內地與香港市場交易及結算互聯互通機制,即滬港通及深港通(統稱「中港通」),結好證券有限公司(「結好」)提供之交易及相關配套服務(「中港通服務」)的條款及細則如下。除非另行定義,本附錄中使用的詞彙即視為與約束客戶及結好之間帳戶關係的「證券買賣條款及細則」中定義的相同涵義。

- 使用結好中港通服務的客戶將被視為接受及同意受本附錄中所有條款及細則 的約束,以及接受所有透過使用該等服務進行交易/結算相關的風險(包括但 不限於載於附件一之風險及其他涉及中港通北向交易、買賣上海證券交易所 (「上交所」)上市證券或深圳證券交易所(「深交所」)上市證券(統稱「中港通 證券」)的禁限、對違反上交所及深交所上市規則或其他規則及其他適用法律 及規例負責或承擔法律責任的風險)。
- 2. 客戶同意遵守並獨自承擔責任以遵守所有不時適用於中港通服務和透過使用 該等服務所進行的任何交易/結算的一切相關法律、法規和規則,以及監管機 構或政府機構、稅務機關、交易所、市場、結算所及其他主管機構(包括但不 限於聯交所、上交所、深交所、其各別的子公司及聯屬人、中國證券登記結 算有限責任公司、證監會、中國證券監督管理委員會、中國國家外滙管理局 及中國國家稅務總局)(統稱「市場主管」)作出的要求、限制及請求(統稱「市 場要求」)。
- 客戶須充分了解並遵守所有不時在內地適用的市場要求,特別是有關短線交易利潤、場外交易/轉移及非自動對盤交易的禁制、持股限制及披露責任的市場要求,包括但不限於關於在上交所/深交所證券上市的 A 股的規定(該規定被更改時,結好恕不另行通知):
 - (a) 有關持有或控制中國內地上市公司已發行股份達 5%的投資者須於三個 工作天內作出利益披露及於該三個工作天內不得買賣該公司股份的要求;
 且對其持有的股份的任何變動作出披露的要求及遵守有關買賣限制;及
 - (b) 適用於香港及/或海外投資者的單一境外投資者的 10%持股限制(中國內 地上市公司已發行股份的 10%)及所有境外投資者的 30%總持股量限制 (中國內地上市公司已發行股份的 30%)及相關強制出售的安排。

為確保遵守適用之持股限制,客戶同意遵從結好不時訂立之強制出售客戶證 券安排。如客戶違反任何持股限制,結好及其代理人有權於聯交所發出強制 出售通知時強制出售客戶證券。

4. 客戶承認除在市場要求容許的情況下,在交易日買入的中港通證券不能於同 一天賣出,而且如客戶擬於個別交易日出售中港通證券,則須於該交易日開 市前確保客戶在結好設立的戶口內存有足夠的中港通證券,但市場要求另有 容許者除外。客戶不可對中港通證券進行無備兌賣空活動。

- 5. 當客戶透過使用中港通服務進行孖展交易、股票借貸及/或賣空活動,客戶必須充分了解適用於該等活動的限制、要求及條件。特別是,客戶承認該等活動的交易服務可能在市場要求所訂立的情況下被暫停、限制或停止(例如交易的活動量超出於市場要求所規定的限度或發生了或懷疑發生了任何不正常的交易活動),而且客戶只可對合資格的中港通證券進行孖展交易及賣空活動。 客戶可參考不時在香港交易及結算所有限公司(「香港交易所」)之網頁公佈的合資格中港通證券名單。
- 6. 客戶承認聯交所、上交所、深交所及其各別的子公司及聯屬人有權在市場要求所訂立的情況下拒絕提供與中港通服務有關之服務(例如客戶、結好及/或 其代理人之中任何一方違反任何市場要求或作出任何不正常交易行為),而且 結好可按其絶對酌情權拒絕接受客戶的任何指示或停止提供所有或部分之中 港通服務,而無須另行任何事前通知。
- 7. 客戶同意 (i)結好及其代理人為確保遵從或促使遵從市場要求(例如當聯交所 應上交所或深交所要求,要求拒絕處理客戶訂單)及避免或減輕結好及其代理 人可能因此而招致或蒙受的損失; (ii)在客戶違反任何市場要求或本附件之任 何條款的情況下;或 (iii)在發生任何超出結好或其代理人的合理控制能力的 任何緊急或不可抗力的事故時(例如香港懸掛八號颱風訊號或聯交所失去與 上交所或深交所的所有聯絡渠道),結好及其代理人可按其絕對酌情權採取或 不採取相關行動(不論是以客戶的名義與否)包括但不限於強制出售有關證券, 取消、限定、限制或拒絕由客戶發出之任何訂單、取消訂單之要求或其他指 示及暫停、限制或停止提供所有或部分之中港通服務,而無須另行任何事前 通知。在任何該等情況下,如訂單經已配對及執行,客戶須承擔交收責任。
- 以執行客戶的指令或行使結好在本附錄下或在客戶的任何帳戶下的權利為目 的之情況下,結好可(在任何時候按其獨有及絕對酌情權及並無責任的情況下) 將客戶任何帳戶內或客戶所結存的任何幣別的任何金額兌換成任何其他貨幣。 滙率損失和兌換成本須由客戶承擔。
- 9. 客戶承認任何市場主管(包括但不限於上交所、深交所、聯交所以及其各別的子公司及聯屬人)有權撿查客戶的記錄及在市場要求被違反或懷疑被違反時進行調查,並同意結好及/或其代理人及聯交所可按該等市場主管之要求,(i)提供資料及材料(包括但不限於與客戶、客戶帳戶及其他與最初負責發出交易的指示及從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險的人士(不論是否為法律實體)有關的資料、身份及個人資料,以及有關該等人士下單或交易的資料);及(ii)提供協助及向客戶發出警告,以作配合撿查、調查、監察及遵從市場要求之用。在不影响上述一般性條款的情況下,(a)結好及/或其代理人可向聯交所轉發客戶身份資料,聯交所可能繼而轉發予上交所及/或其代理人可向聯交所轉發客戶身份資料,聯交所可能繼而轉發予上交所及/或其代理人可向聯交所轉發客戶身份資料,聯交所可能繼而轉發予上交所及/或其代理人同市規則或其他規則所述的披露及其他責任的情況,上交所或深交所有權進行調查,並可能透過聯交所要求結好及/或其代理人向客戶發出口頭或書面警告,以及不向客戶提供中港通北向交易服務。
- 10. 客戶同意與客戶有關的或由客戶所提供之個人資料可按照結好的收集個人資料聲明使用及轉移至香港以外地區,而且客戶承諾及表述其已經就所述使用和轉移個人資料事宜取得了所需要的一切有關人士的同意,以及遵守個人資料(私隱)條例(香港法例第486章)。

- 11. 客戶承認客戶、結好、其代理人或任何其他方若因為中港通北向交易、任何市場主管提供之交易或結算系統(包括但不限於中港通系统)、任何市場主管制定、修訂或執行任何市場要求、任何市場主管為了履行其管理或監管責任或職務而所作出之行動、透過使用中港通服務進行任何交易/結算而直接或間接蒙受或招致任何損失、損害或責任,香港交易所、聯交所、上交所、深交所及其各別的子公司、聯屬人、董事、僱員及代理人概不負責。客戶亦同意結好及其代理人無須對任何上述該等客戶所蒙受或招致的損失、損害或責任負上責任。
- 12. 客戶同意及承認其必須符合有關市場要求所規定的投資者資格標準,才可以進行深交所創業板上市股份交易。除不時被更改的市場要求另有規定外,符合投資者資格的人士包括屬於《證券及期貨條例》附表 1 第 1 部第 1 條「專業投資者」的定義(a)至(i)段所指的機構專業投資者,或獲市場主管或市場要求不時容許進行深交所創業板上市股份交易的其他種類的合資格投資者(「合資格深交所創業板投資者」)。客戶在進行深交所創業板上市股份交易前,必須確保其是合資格深交所創業板投資者。此外,倘客戶是中介人,代表其相關客戶落盤,則客戶須確保每一位該等透過中介人進行深交所創業板上市股份交易的相關客戶亦是合資格深交所創業板投資者。如未能遵守有關投資者資格標準的規定,即屬違反有關市場要求的規定,結好及其代理人有權(但無責任)要求客戶,以及其代表的相關客戶(如有),盡快對深交所創業板股份進行平倉,結好及其代理人並不因此而向客戶作出任何賠償或負責任。聯交所嚴肅對待所有違規行為,每個個案均會檢視及跟進。跟進行動或包括發出警告信、進行進一步查詢、展開調查並向其他市場主管報告。
- 13. 客戶同意須向結好及其代理人全面賠償所有因客戶違反任何市場要求或本附件所載的條款而直接或間接蒙受或招致的(不論是實制的,還是潛在的)損失、損害、責任、成本、支出、行動、調查及訴訟。
- 14. 本附錄內的條款及細則附加於約束客戶及結好之間的賬戶關係的「證券買賣 條款及細則」,而且如兩者有歧異,以本附錄內的條款為準。

附件一

中港通的特定風險披露 (關於證券買賣條款及細則的風險披露聲明補充)

不受投資者賠償基金保障

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

沽空

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

交易日及交易時間差異

客戶應注意因香港和中國內地的公眾假期日子不同或惡劣天氣等其他原因, 兩地交易日及交易時間或有所不同。由於中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 現中國內地市場為正常交易日、而香港投資者卻不能買賣 A 股的情況。客戶 應該注意中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 中港通不交易的期間承擔 A 股價格波動的風險。

前端監控對沽出的限制

對於那些一般將 A 股存放於結好以外的客戶而言,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 股股票轉至結好賬戶中。如果客戶錯過了此期限,將不能於 T 日沽出該 A 股。

合資格股票的調出及買賣限制

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

交易費用

經中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(由 相關部門不時的釐定)。

額度限制

透過中港通購買中港通證券受制於下述若干額度限制。因此,無法保證能透 過中港通成功處理買盤。每個交易日交易所的交易參與者能夠執行的所有北 向買入交易的最高額度受每日額度限制(「每日額度」)。每日額度有可能在沒 有事先通知情況下不時變動,建議投資者參閱香港交易所網站及香港交易所 公佈其他資料以獲取最新資料。聯交所及上交所及/或深交所(視乎上述何種 情況而定)亦或會對買盤設置定價及其他限制,以防止虛假使用或申報每日 額度。若由於違反每日額度或相關定價及其他限制導致北向買盤受到限制、 拒絕或駁回(包括已接受但尚未執行的任何買賣盤),結好將不能夠執行任何 買盤,並已呈交但尚未執行的任何買入指示將會被限制或拒絕。反之,根據 聯交所規則,無論是否存在違反每日額度的情況,投資者均可能會賣出名下 的中港通證券。

本地市場規則、外資持股比例限制及披露責任

中港通相關的 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 A 股市場的相關法律、法規及政策或中港通相關規則的任何改動均有可能影響股價。客戶亦應留意 A 股的外資持股比例限制及披露責任。

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

根據現行中國內地法律,當任何一名投資者持有或控制一家在中國內地註冊 成立並在中國內地證券交易所上市的公司(「中國內地上市公司」)的股份(按 合併基準計,即包括同一家中國內地上市公司(定義見下文)在國內及海外 已發行的股份,而不論相關持股是透過北向交易、QFII/RQFII機制還是其他投 資渠道獲得)超過相關市場主管不時規定的特定限額,該投資者須於相關市 場主管規定期間內披露他的權益,且在此期間,該投資者不得買賣該公司股 份。該投資者亦須就持股量的變化按中國內地法律進行披露並遵守相關的買 賣限制。

若一家在中國內地註冊成立的公司之 H 股在聯交所上市及 A 股在上交所(及 /或深交所(視乎上述何種情況而定)上市,若投資者持有該中國內地註冊成 立公司的任何一類具有表決權的股份(包括透過中港通購買的 A 股)之權益 超過(可能不時指定的)特定限額,該投資者有義務根據《證券及期貨條例》 第 XV 部作出相關披露。若該中國內地註冊成立公司並無任何股份在聯交所上 市,《證券及期貨條例》第 XV 部將不適用。 客戶有責任遵守相關中港通機構不時實施的任何權益披露規則並安排任何相關申報事宜。根據現行中國內地慣例,香港及海外投資者作為透過中港通所買賣 A 股的實益擁有人,並不能委任代表代為親身出席股東大會。

貨幣風險

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

有關企業行動的公司公告

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

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

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

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

創業板股份

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

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

於深交所創業板上市的公司被除牌的可能性較高,也較易被除牌。除牌後, 創業板股份的流通性可能會變得極低。一旦除牌,客戶可能會損失全部投資。 若客戶對本附錄的任何方面或深交所創業板股份的性質及買賣創業板股份所 涉及的風險存在不確定或有不明白之處,應尋求獨立專業意見。

上文僅涵蓋中港通所涉及的部分風險,且上文所述相關法律、法規及規則有可能會更改。