

China-HK Connect Services Acknowledgement 中港通服務承認書

*To 致	<input checked="" type="checkbox"/> KGI Asia Limited 凱基證券亞洲有限公司	*Date (dd/mm/yy) 日期 (日/月/年)	
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Notes:

- In case of any discrepancy between the English and the Chinese versions, the English version shall prevail.
中、英文版本如有歧異，概以英文版本為準。
- KGI Asia Limited is licensed to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (CE No BKJ214).
凱基證券亞洲有限公司憑藉《證券及期貨條例》獲許進行第 1 類（證券交易）及第 4 類（就證券提供意見）受規管活動（中央編號 BKJ214）。

Re: Terms of services relating to mutual securities market access between Mainland China and Hong Kong
關於：中國內地與香港證券市場互聯互通機制的服務條款

I/We hereby acknowledge my/our acceptance of the terms governing the trading and related supporting services provided by KGI in connection with China Connect (the "China-HK Connect Services"). Capitalized terms used herein, unless the context requires otherwise, have the meanings as set out in Clause (k) below.

In relation to my/our use of the China-HK Connect Services provided by KGI, I/we hereby agree, undertake and acknowledge the following:-

- I/We shall comply with all the Market Requirements as may be applicable from time to time to the China-HK Connect Services and trading/clearing through the use of such services.
- I/We shall be responsible as principal for all obligations and liabilities in connection with my/our use of the China-HK Connect Services and trading/clearing through the use of such services and KGI and its agents do not in any circumstances whatsoever have any responsibility towards any person on whose behalf I/we may act. I/we agree that KGI may dispose or initiate a disposal by its associated entity of any of the securities or securities collateral received or held on my/our behalf in settlement of any liability owed by me/us or on my/our behalf to KGI, the associated entity or a third person.
- KGI has absolute discretion to add or amend any terms governing the China-HK Connect Services from time to time for the purpose of ensuring or facilitating compliance with any Market Requirements or other purposes as KGI considers appropriate. Furthermore, I/we agree that the China-HK Connect Services will be or are provided by KGI in respect of particular market(s) or exchange(s) in Mainland China subject to and upon additional terms from time to time prescribed by KGI and set out in the relevant market annex(es). The said additional and revised terms shall form part of and be read together with this Agreement. Continued use by me/us of the China-HK Connect Services will constitute acceptance of the additional and revised terms by me/us. KGI may post the additional and/or revised terms on its website at www.kgi.com.hk (including any successor or replacement of such website) or notify me/us by other means as KGI considers appropriate.
- I/We have been invited to read carefully and consider the terms of the risk disclosure statements as KGI may provide from time to time setting out risks associated with the use of China-HK Connect Services and to ask questions and take independent advice if appropriate.
- I/We agree to pay and reimburse KGI and its agents for all commissions and fees, charges, costs, expenses, levies, penalties and taxes incurred by or imposed on KGI or its agents in connection with my/our use of the China-HK Connect Services as I/we may agree with KGI from time to time or which are required by any Market Requirements. KGI and its agents shall not be accountable to me/us for any commissions, remuneration, rebates or other benefits which KGI or agent may receive from or offer to any person in respect of any transaction or business conducted with me/us or on my/our behalf.
- KGI and its agents shall not be liable for any failure to perform any of their respective obligations in connection with the China-HK Connect Services where such failure is directly or indirectly due to (i) the restraint, failure, default or act of any Market Authority; (ii) suspension, restriction or cessation of services provided by any

exchange; (iii) disruption or failure of settlement and clearing of transactions on the part of any clearing house; (iv) riot, commotion, war, flood, typhoon, earthquake, fire or explosion; (v) any interruption, delay, failure, suspension or error of third party electronic transmission or other electronic system; or (vi) any other cause which is beyond the reasonable control of KGI or its agents. KGI reserves the right to suspend, restrict or cease to provide all or part of the China-HK Connect Services in its absolute discretion without any prior notice upon the happening of any of the above events.

- (g) KGI shall not be liable to me/us for any indirect, consequential, incidental, special or punitive damages, losses, liabilities, costs or expenses whatsoever relating to the China-HK Connect Services including but not limited to any loss of profits.
- (h) KGI shall have the right to assign, transfer or otherwise dispose of all or any of its rights, interests or obligations in or under this Agreement to any third party as it thinks fit and without having to notify me/us or obtain my/our consent. I/We shall not assign, transfer or dispose of my/our rights, interests or obligations in or under this Agreement to any third party without the prior written consent of KGI.
- (i) The terms in this Agreement (as may be amended and supplemented from time to time) shall constitute a legally binding agreement if I/we commence or continue to use the China-HK Connect Services. The terms in this Agreement are in addition to the terms and conditions governing the account relationship between me/us and KGI and in the event of any discrepancy, the terms in this Agreement shall prevail.
- (j) This Agreement shall be governed by the laws of the Hong Kong Special Administrative Region. All disputes arising in connection with this Agreement and/or any transactions entered into through the use of the China-HK Connect Services shall be subject to the jurisdiction of the courts of the Hong Kong Special Administrative Region.
- (k) The following terms used in this Agreement shall have meanings as defined below:

“China Connect” means the Shanghai-Hong Kong Stock Connect, the Shenzhen-Hong Kong Stock Connect and/or any other securities trading and clearing links programmes developed or to be developed for the establishment of mutual stock market access between SEHK and the relevant China Connect Market(s) (as the case may be);

“China Connect Market” means the SSE, the SZSE and/or a stock market in Mainland China acceptable to SEHK and included from time to time in the list of China Connect Markets published by HKEX (as the case may be);

“HKEX” means Hong Kong Exchanges and Clearing Limited;

“Market Authority” means any regulators, law enforcement agencies, governmental bodies, tax authorities, exchanges, markets, clearing houses, custodians, depositories or other competent bodies or authorities in Hong Kong, Mainland China or any other relevant jurisdictions (including but not limited to SEHK, SSE, SZSE, the respective relevant subsidiaries and affiliates of SEHK, SSE and SZSE, China Securities Depository and Clearing Corporation Limited (ChinaClear), the Securities and Futures Commission of Hong Kong, the China Securities Regulatory Commission, the State Administration of Foreign Exchange of Mainland China and the State Administration of Taxation of Mainland China);

“Market Requirements” means (i) any laws, rules, regulations, statutory provisions or orders of Hong Kong, Mainland China or any other relevant jurisdictions, or (ii) any requirements, restrictions, requests, constitutions, by-laws, rules, regulations, customs, directions, guidelines, codes or policies (whether or not having the force of law) of any Market Authority;

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

“SSE” means the Shanghai Stock Exchange; and

“SZSE” means the Shenzhen Stock Exchange.

本人/我們特此承認已經接受凱基就中港通所提供的交易和相關配套服務（「中港通服務」）的條款。除文義另有所指外，本文所用詞彙具有以下第(k)條所載的涵義。

就本人/我們使用凱基的中港通服務而言，本人/我們特此同意、承諾及承認以下各點：

- (a) 本人/我們同意遵守不時適用於中港通服務和透過使用該等服務所進行的交易/結算的一切市場規定。
- (b) 本人/我們同意以主事人的身份負責承擔涉及本人/我們使用中港通服務或者涉及透過使用該等服務所進行的交易/結算的一切有關義務和責任，無論在何種情況下，凱基及其代理人都不須對可能委託本人/我們作為其代理人代其行事的任何人士承擔任何責任。本人/我們同意凱基可處置或促使凱基的有聯繫實體處置任何不時代本人/我們收取或持有的證券或證券抵押品，以解除由本人/我們或代本人/我們對凱基、其有聯繫實體或第三者所負的法律責任。
- (c) 凱基可以按其絕對酌情權自行決定是否為了確保或者促使遵守任何市場規定或者為了凱基認為適當的其他任何目的，而不時增加或修改與中港通服務有關的任何條款。此外，本人/我們也同意，中港通服務是針對中國內地的某些特定的市場或交易所而提供的，並受凱基不時附加及在有關的市場附件中載明的條款所約束。上述附加條款及修訂後的條款均構成本協議不可分割的組成部分，並且應與本協定一起閱讀。倘若本人/我們繼續使用中港通服務，即被視為構成本人/我們已經接受該等附加條款及修訂後的條款。凱基可以將該等附加條款及/或修訂後的條款在凱基的網站 www.kgi.com.hk (包括該網站之任何繼任或替代網站) 上發佈，也可以採用凱基認為適當的其他任何方式通知本人/我們。
- (d) 本人/我們承認已獲邀仔細閱讀和考慮凱基不時提供給本人/我們的有關風險披露聲明書中的條款，該等風險披露聲明書載明與使用中港通服務有關的風險，同時，凱基也已經邀請本人/我們就該等風險披露聲明書提出問題並徵求獨立的意見(如適用)。
- (e) 就本人/我們使用中港通服務，本人/我們同意補償和向凱基及其代理人支付本人/我們不時與凱基約定或者凱基或其代理人按任何市場規定規定所招致的一切佣金及費用、收費、開支、徵費、稅款、罰金和其他各種稅費。本人/我們同意凱基及其代理人無須就任何與本人/我們或代本人/我們進行的交易或業務所獲取的或向任何人士提供的佣金、報酬、回佣或其他利益向本人/我們作出任何交代。
- (f) 倘若由於(i)市場主管的限制、失誤、違約或行為; (ii)交易所提供的任何服務被暫停、限制或停止; (iii)結算所中斷或未能結算和清算任何交易; (iv)發生暴亂、暴動、戰爭、水災、颱風、地震、火災或爆炸; (v)第三者電子傳輸系統或其他電子系統被中斷、延遲、失誤、暫停或錯誤; 或(vi)超過凱基或其代理人的合理控制能力的其他任何原因而直接或間接地導致凱基及其代理人未能履行其對中港通服務分別應當承擔的義務，則凱基及其代理人不需要對該等未能履行的義務承擔任何責任。凱基保留權利，在發生任何上述事件以後，按其絕對酌情權決定暫停、限制或者停止提供全部或者部分之中港通服務，而無需作出任何通知。
- (g) 對於涉及中港通服務的無論何種間接的、因此而產生的、附帶的、特別的或懲罰性的損害、損失、負債、費用或開支(包括但不限於任何利潤損失)而言，凱基不需要向本人/我們承擔任何責任。
- (h) 凱基可無需知會本人/我們或得到本人/我們的同意而有權將凱基在本協議或在本協議之下的全部或部份權利、權益或義務向第三者出讓、轉移或出售。本人/我們如果未有取得凱基的事先書面同意，本人/我們不得將本人/我們在本協議或在本協議之下的權利、權益或義務出讓、轉移或出售予第三者。
- (i) 在本人/我們開始及繼續使用中港通服務時，本協議中的各項條款(該等條款可能不時被修訂和補充)即構成對本人/我們具有法律約束力的協議。本協議中的條款附加於約束客戶及凱基之間的賬戶關係的條款及條件，而且如兩者有歧異，以本協議內的條款為準。
- (j) 本協議受香港特別行政區的法律管轄。因本協議和/或因透過使用中港通服務所進行的任何交易而引起的或者與之有關的所有爭議均受香港特別行政區法院的司法管轄權所約束。
- (k) 本協議中使用的下列詞彙應具有下列界定涵義：

「中港通」指滬港通、深港通及/或聯交所及相關中港通市場(按情況而定)之間為了建立聯交所與相關中港通市場之間的市場互聯互通而開發或將開發的其他證券交易及結算互聯互通機制；

「中港通市場」指上交所、深交所及/或聯交所可接受的中國內地股票市場，並不時列入香港交易所公佈的合資格中華通市場名單（視情況而定）；

「香港交易所」指香港交易及結算所有限公司；

「市場主管」指任何在香港、中國內地或其他有關司法權區的監管機構、執法機構、政府機構、稅務機關、交易所、市場、結算所、保管機構、託管機構或其他具管轄權之機構或主管機關（包括但不限於聯交所、上交所、深交所、及其各別有關的子公司及聯屬人、中國證券登記結算有限責任公司（中國結算）、香港證券及期貨事務監察委員會、中國證券監督管理委員會、中國國家外匯管理局及中國國家稅務總局）；

「市場規定」指(i)任何香港、中國內地或其他有關司法權區的法律、規則、規例、法律條文或法令，或(ii)任何市場主管的規定、限制、請求、憲章、附例、規則、規例、慣例、指示、指引、守則或政策(不論是否有法律效力)；

「聯交所」指香港聯合交易所有限公司；

「上交所」指上海證券交易所；及

「深交所」指深圳證券交易所。

Client Confirmation 客戶確認

I/We hereby acknowledge that I/we have read and understood the above terms governing the China-HK Connect Services and confirm my/our acceptance of the same.

本人/我們特此承認，本人/我們均已經閱讀和理解了上述有關中港通服務的條款，並且特此確認本人/我們已經接受了該等條款。

Authorized Signature(s) 客戶簽署

X

(All account holders of joint account must sign jointly 所有聯名客戶必需簽署)

Signatories Name(s) 簽署人姓名	
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S.V

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Prepared by FO:	Updated by OPP: <input type="checkbox"/> Code Setup: CNV3	Checked by OPA:
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