

客戶協議書
Client Agreement



KGI ASIA LIMITED

CLIENT AGREEMENT

SFC LICENCE CE NUMBER
BKJ214

REGISTERED ADDRESS
41/F CENTRAL PLAZA, 18 HARBOUR ROAD, WANCHAI, HONG KONG

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PART A

1. INTRODUCTION

THIS CLIENT AGREEMENT (the “**Client Agreement**”) is entered into by and between you (herein referred to as the “**Client**”) whose name(s) and address(es) are identified in the Account Opening Form and **KGI ASIA LIMITED** (herein referred to as “**KGI Asia**”, which expression shall include the head office and each and every branch of KGI Asia wherever situate, its successors and assigns) whose registered office is at 41/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong.

KGI Asia is a licensed corporation under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) licensed to conduct Type 1 (dealing in securities) as well as Type 4 (advising on securities) regulated activities and registered as such with the Securities and Futures Commission of Hong Kong (CE Number: BKJ214) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (“**SEHK**”), an Options Trading Exchange Participant of SEHK, a Direct Clearing Participant of Hong Kong Securities Clearing Company Limited (“**HKSCC**”), and a Direct Clearing Participant of The SEHK Options Clearing House Limited (“**SECH**”).

In consideration of KGI Asia agreeing to allow the Client to open and maintain one or more Account(s) with KGI Asia and agreeing to act as broker for or as dealer with the Client in or in respect of the purchase and sale of or the trading of or other dealing in Securities and/or Options Contracts as defined herein with or without margin financing and to arrange for certain financial services in connection therewith, the Client hereby agrees to accept and abide by the Terms and Conditions of this Client Agreement as applicable. The Terms and Conditions shall apply to all of the services and facilities provided by KGI Asia to the Client relating to the subject matter of this Client Agreement, unless otherwise expressly agreed in writing by KGI Asia. This Client Agreement shall be in substitution for and to the exclusion of any prior terms of business between the Client and KGI Asia relating to the subject matter of this Client Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Client Agreement, unless where the context otherwise requires, the following words and expressions shall have the following meanings:

“**Access Codes**” means the Client’s personal identification (such as a login name or user ID) used in conjunction with the personal password(s) to gain access to the Electronic Services or such other codes as may be notified to the Client in respect of its access to the Electronic Services;

“**Account(s)**” means the account(s) (whether designated by name, number or otherwise) opened and maintained by the Client with KGI Asia from time to time for use in connection with the purchases, sales, holding or other dealing in Securities, Options Contracts and/or other financial products (as the case may be) (with or without margin financing) effected with or through KGI Asia for or on behalf of the Client and the term “**Account**” shall be construed accordingly;

“**Account Opening Form**” includes but is not limited to the account opening form or such other documents as may be prescribed by KGI Asia from time to time which contain such information about the Client as KGI Asia may require for the purpose of opening one or more Account(s) with KGI Asia and the Account Opening Form shall constitute a part of this Client Agreement;

“**Affiliate**” means, in relation to a party, a corporation, partnership or any other form of legal entity directly or indirectly controlling, controlled by or under common control with such party;

“**Authorized Person(s)**”

means those person(s) who have been designated by or duly authorized by the Client pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation submitted and acceptable to KGI Asia) to act on behalf of the Client in connection with this Client Agreement. Such person(s) shall continue to be Authorized Person(s) until such time as KGI Asia has received from the Client written revocation of the authority of such person(s). In the case of a Client being an individual, the Authorized Person(s) shall include the Client itself unless the Client has notified KGI Asia otherwise;

“**Client**”

has the meaning as defined above and wherever used shall in the case where the Client(s) is/are individual(s) include his or their respective executors, administrators, successors and personal representatives and in the case of a partnership firm includes the partners who are the partners of the firm from time to time during which the Account is maintained and their respective executors, administrators, personal representatives and permitted successors to such partnership firm and where the Client is a company include such company and its successors. Where the context permits, the term “**Client**” includes any Authorized Person(s);

“**Client Money Rules**”

means the Securities and Futures (Client Money) Rules (Cap. 571I of the Laws of Hong Kong) as amended and/or supplemented from time to time;

“**Client Securities Rules**”

means the Securities and Futures (Client Securities) Rules (Cap. 571H of the Laws of Hong Kong) as amended and/or supplemented from time to time;

“**Code**”

means the Code of Conduct for Persons Licensed by or Registered with the SFC, as amended or supplemented from time to time;

“**Credit Support Document**”

has the meaning as set out in Clause 19 of this Part A of the Client Agreement and means any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of the Client or a Credit Support Provider in favour of KGI Asia supporting the Client’s obligations under this Client Agreement;

“**Credit Support Provider**”

has the meaning as set out in Clause 19 of this Part A of the Client Agreement;

“**Custodian**”

means a trustee, receiver, liquidator, conservator, administrator, custodian, examiner or other similar official and has the meaning as set out in Clause 19 of this Part A of the Client Agreement;

“**Electronic Services**”

means any facilities and/or services provided by KGI Asia which enable the Client to give Instructions by electronic means and/or gain access to and/or use from time to time account opening facilities, trading facilities, information relating to the Account(s) and Transaction(s) under the Account(s), market data and information services and/or other services provided by KGI Asia in electronic means, including but not limited to WebTrade,

	internet trading and/or other electronic trading;		any given time, the market value which KGI Asia determines in its absolute discretion could be obtained by it on a sale of such Securities at such time and in such market on which the Securities of the same type are normally dealt;
"Eligible Securities"	means such Securities from time to time determined by KGI Asia at its sole discretion;		
"HKSCC"	means Hong Kong Securities Clearing Company Limited and its successors and assigns;	"Options Contract(s)"	(A) means a contract pursuant to which one party (the seller or writer) grants the other party (the buyer or holder) the option or right (but not the obligation), exercisable in accordance with the terms and conditions of the contract either at or at or before a time specified in the contract to (a) buy or sell (i) at an agreed consideration an agreed quantity of a share or a share or unit of an exchange traded fund or other Securities specified in the contract; or (ii) an agreed value of a share or a share or unit of an exchange traded fund or other Securities specified in the contract; or (b) be paid an amount of money calculated by reference to the value of such share or share or unit of an exchange traded fund or other Securities or by reference to the level of an index, as may be specified in the contract; and/or (B) has the meaning given to such term in the Options Trading Rules;
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China;		
"Instruction"	means a written, oral or electronic communication which KGI Asia believes in good faith to have been given by the Client or any Authorized Person and shall, for the avoidance of doubt, include Electronic Communication (as defined in Clause 15 of this Part A of the Client Agreement below);		
"Investment"	means all or any of Securities or Options Contracts and any other investment products that may be offered or made available by KGI Asia to the Client from time to time;		
"KGI Asia's Website(s)"	means the internet website at www.kgi.com.hk operated and/or maintained by or on behalf of KGI Asia and/or other website(s) as may be designated by KGI Asia from time to time (including any successor or replacement thereof);	"Options Trading Rules"	means the Options Trading Rules of SEHK and any amendments, supplements, variations or modifications thereto from time to time in force;
"Loss"	means any losses, damages, proceedings, claims, demands, actions, liabilities, costs, penalties, fines, taxes, fees and expenses whatsoever, including but not limited to any direct, indirect, special or consequential losses (whether or not the possibility of such was known about or reasonably in the contemplation of the relevant parties), any loss of profits, loss of revenue, damage to goodwill or reputation, loss of contracts or business opportunities, loss of use of money, money not recovered, money paid out in error, interest, and any liability to any third party of any nature whatsoever;	"Outstanding Amount"	means the aggregate liability of the Client (whether present or future, actual or contingent, joint or several) to KGI Asia under the Margin Financing Facilities or otherwise at any relevant time;
"Margin"	means monies, Eligible Securities and/or other assets or collateral as required by KGI Asia upon the Client from time to time to be deposited with, transferred or caused to be transferred to or held by KGI Asia or its nominee as security under the Account(s) or a guarantee of performance by the Client;	"Securities"	means any interests, rights or property (whether in the form of an instrument or otherwise) commonly known as securities or regarded as securities pursuant to Market Requirements including, without limitation:- (a) shares, stocks, debentures, loan stocks, funds, certificates of deposit, bonds or notes of, or issued by, any person, government or municipal government authority; (b) rights, options, forward contracts, or interests (whether described as units or otherwise) in or in respect of any securities in the said subparagraph (a); (c) certificates or receipts for, or warrants to subscribe for or purchase, any securities in the above subparagraph (a); (d) interests in any collective investment scheme; and (e) structured products;
"Margin Financing Facilities"	means the revolving credit facilities made or to be made available from time to time by KGI Asia to the Client subject to the provisions of this Client Agreement and the specific terms agreed between KGI Asia and the Client from time to time;	"SEHK"	means The Stock Exchange of Hong Kong Limited and its successors and assigns;
"Margin Percentage"	means such percentage or rate of the Market Value of the Eligible Securities up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from KGI Asia against the Margin;	"SEOCH"	means The SEHK Options Clearing House Limited and its successors and assigns;
"Market Requirements"	means (a) any applicable laws, rules, regulations, statutory provisions or orders of any relevant jurisdictions, and (b) any applicable requirements, restrictions, requests, constitutions, by-laws, rules, regulations, customs, directions, guidelines, codes or policies (whether or not having the force of law) of any regulators, law enforcement agencies, governmental bodies, tax authorities, exchanges, markets, clearing houses, custodians, depositories or other competent bodies or authorities in any relevant jurisdictions;	"Settlement Account"	means the bank or other clearing account of the Client designated as the settlement account (howsoever described) in the Account Opening Form or such other bank or other clearing account of the Client as the Client may from time to time notify KGI Asia in writing or by other means acceptable to KGI Asia;
"Market Value"	means in respect of any particular Securities at	"SFC"	means the Securities and Futures Commission of Hong Kong and its successors and assigns;
		"SFO"	means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) as amended and/or supplemented from time to time;
		"Standard Contract"	means the standard terms and conditions applicable to an options contract as specified by SEHK from time to time as set out in the Sixth Schedule to the Options Trading Rules;

“Terms and Conditions” means the terms and conditions of this Client Agreement (including the terms and conditions contained in the relevant parts and schedules of this Client Agreement) and any other terms and conditions which KGI Asia may specify from time to time; and

“Transaction(s)” means a transaction or transactions executed by KGI Asia pursuant to or as a result of an Instruction or in accordance with any provision of the Terms and Conditions;

“U.S.” means the United States of America.

2.2 Words denoting the singular shall include the plural and vice versa and words denoting a gender includes every gender. A reference in this Client Agreement to “it” or “its” in relation to the Client shall, except where the context otherwise requires, be construed as including a reference to “him”, “his” or “her” (as the case may be). Words denoting a person includes a firm, sole proprietorship, partnership or corporation and vice versa.

2.3 The title, headings and subheadings of any provision of this Client Agreement shall not affect the meaning of that or any other provision.

3. ACCOUNT OPENING

3.1 Services that the Client may request will be provided to the Client following the entering into of this Client Agreement and the provision of all requisite documentation (including the Account Opening Form and other documentation as may be required by KGI Asia), and upon verification of those identity documents of the Client as may be required by KGI Asia and/or the Market Requirements. All requests for any services from the Client under this Client Agreement at any time or from time to time will be subject to KGI Asia’s acceptance (which will be deemed to occur upon the opening of the relevant Account(s) for the requested services to be provided by KGI Asia to the Client) as well as any terms and conditions imposed by KGI Asia.

3.2 Where an account opening procedure other than a face-to-face approach is used and in the case where the Client (other than corporate entities) wishes to adopt the alternative verification approach below:

- (a) the Client to send to KGI Asia a signed physical copy of this Client Agreement (including the duly completed Account Opening Form) together with a copy of the Client’s identity document (identity card or relevant sections of the Client’s passport) for verification of the Client’s signature and identity;
- (b) KGI Asia to obtain and encash a cheque (amount not less than HK\$10,000 or such other minimum cheque amount in HK\$ as may otherwise be required by KGI Asia and bearing the Client’s name as shown in his identity document) issued by the Client and drawn on the Client’s account with a licensed bank in Hong Kong;
- (c) the signature on the cheque issued by the Client and the signature on the said Account Opening Form being the same;
- (d) the Client confirms and acknowledges the conditions which this non-face-to-face account opening procedure imposes, in particular the condition that the Account(s) will not be activated until the relevant cheque is cleared; and
- (e) proper records are kept by KGI Asia to demonstrate that the client identification procedures have been followed satisfactorily,

the Account(s) will not be activated until the verification procedures above have been satisfactorily completed and the cheque issued by the Client (as part of the non-face-to-face account opening procedure) has been cleared.

4. SERVICES

4.1 KGI Asia may (but is not obliged to) provide all or any of the following services to the Client in accordance with this Client Agreement:

- (a) act on the Client’s Instructions;
- (b) execute Transactions in Securities and other Investments for

the Client;

- (c) advising on dealing of Securities;
- (d) clear, carry, transmit and settle Transactions for the Client;
- (e) keep safe custody of the Client’s Securities, other Investments and collateral; and
- (f) other services as may be specified in this Client Agreement or in other agreement(s) entered into or to be entered into with the Client.

5. THE ACCOUNT

5.1 The Client shall open and maintain the Account(s) for recording all the Client’s Transactions made pursuant to this Client Agreement.

5.2 The continued availability of any services provided by KGI Asia to the Client shall be subject to KGI Asia’s consent in its sole discretion and to the fulfillment by the Client of such conditions as KGI Asia may impose from time to time.

5.3 On each occasion where the Client requests any services to be provided by KGI Asia, the Client represents that the Client is the legal and beneficial owner of all the funds and assets deposited into the Account(s).

6. CLIENT IDENTITY AND INFORMATION

6.1 KGI Asia is authorized by the Client to conduct or cause to be conducted credit investigations, checks and/or enquiries regarding the Client and for such and other related purposes to approach the Client’s bankers and brokers (including for the purpose of ascertaining or verifying the Client’s financial situation and investment objectives) and to pass any information about the Client, its Account(s) and its Transaction(s) and the ultimate beneficiary in respect of any such Transaction(s) to any Affiliate of KGI Asia in connection with the carrying out of Instructions or the fulfillment of KGI Asia’s obligations or the exercise of KGI Asia’s rights under this Client Agreement.

6.2 In this Client Agreement, the expression of “ultimate beneficiary”, in relation to any Transaction effected or to be effected by KGI Asia for the Client pursuant to this Client Agreement, means each and every person who:

- (a) is the principal for whom the Client is acting as agent in relation to such Transaction; or
- (b) stands to gain the commercial or economic benefit of such Transaction and/or to bear its commercial or economic risk; or
- (c) is ultimately responsible for originating the Instruction in relation to such Transaction.

6.3 Without prejudice to Clauses 20.4 and 20.5 of this Part A of the Client Agreement, each of the Client and KGI Asia undertakes to notify the other in the event of any material change to the information provided in or in connection with this Client Agreement in compliance with the relevant provisions of the Code.

7. APPLICABLE RULES AND REGULATIONS AND COMPLIANCE WITH LAWS

7.1 All Transactions for the Account shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies and other levies, customs and usages (including, without limitation, with respect to trading and settlement) prevailing from time to time of any exchange or market or clearing house, where made (including, without limitation, SEHK, HKSCC and SEOCH) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable (including without limitation, Client identification requirements as set out in Clauses 20.4 and 20.5 of this Part A of the Client Agreement).

7.2 KGI Asia is authorized to collect any such transaction or other levies in accordance with the rules prescribed by the relevant exchange, market or clearing house. The Client shall be bound by all KGI Asia’s rules and regulations applicable from time to time to the Account or the Client’s Securities trading or the financing of such trading.

7.3 KGI Asia or its Affiliate may be a counterparty to any Transactions

effected by KGI Asia on the Client's behalf.

- 7.4 The Client shall not instruct KGI Asia to do anything in relation to the Account or otherwise which is a breach of or would involve or result in KGI Asia or any of its Affiliates or any other person being in breach of any Market Requirements in force or applicable to the conduct of the business of dealing in Securities in Hong Kong or elsewhere or otherwise binding on KGI Asia or any of its Affiliates (whether or not having the force of law).
- 7.5 The Client acknowledges that the Client shall be solely responsible for compliance with all obligations of disclosure under the relevant provisions of Part XV of the SFO and the Codes on Takeovers and Mergers and Share Buy-backs, and any other applicable laws, rules and regulations relating to disclosure of interests in Securities in Hong Kong or any other relevant countries, each as amended from time to time. KGI Asia shall not be obliged to give notice of holdings to the Client in any form or by any time limit for such purpose save any notice or statement to be issued as expressly set out in this Client Agreement or as required by applicable Market Requirements. The Client acknowledges that neither KGI Asia nor any of its Affiliates, their respective directors, officers, employees or agents shall be liable for any loss, cost or expense of the Client arising from any failure or delay by the Client or any other person to disclose in accordance with any such obligation nor any delay or default in notification to the Client as to the carrying into effect of the relevant Instructions and shall indemnify and keep indemnified KGI Asia and its Affiliates and their respective directors, officers, employees and agents against any and all losses, costs and expenses arising from any such failure or delay.
- 7.6 The Client undertakes to KGI Asia that the Client will not engage or attempt to engage, and that the Client has proper safeguards in place to prevent the Client from engaging, in any activity which may constitute market misconduct under the SFO and further agrees to inform KGI Asia immediately if the Client becomes aware of any activity by any person that may result in the Client being involved in market misconduct.

8. INSTRUCTIONS AND DEALING PRACTICE

- 8.1 KGI Asia is authorized (but not obliged) to act on any Instruction given, or purported to be given, by the Client and reserves the right to refuse to accept or act on any such Instruction or to prescribe any conditions subject to which it may accept any Instruction, in each case without being required to give any explanation or reason therefor. Instructions may be given during the times advised by KGI Asia to the Client which KGI Asia may vary or restrict from time to time. Without prejudice to the above, all Instructions shall be given so as to allow KGI Asia sufficient time within which to comply.
- 8.2 All Instructions, as understood and acted on by KGI Asia in good faith, shall be irrevocable and binding on the Client whether such Instruction was given by the Client or by any other person purporting to be the Client. KGI Asia shall be under no duty to verify the identity or authority of the person giving any Instruction or the authenticity of any Instruction.
- 8.3 Unless the Client expressly notifies KGI Asia to the contrary, KGI Asia may assume that the Client is acting as principal and not as agent for others. The Client warrants that the Client is the true owner of the Account and that the Client is not holding the Account on behalf of or for the benefit of any other person, except that, where such warranty would not be correct, the Client will instead provide forthwith to KGI Asia a signed declaration by the Client stating the name(s) of the person(s) for whom or for whose benefit the Client is holding the Account and such other relevant information as KGI Asia may require. For any and all purposes under all applicable laws, rules and regulations, only the Client and not the Client's principal will be the client of KGI Asia and where the Client is acting as agent (whether or not the underlying principal is disclosed), the Client shall remain liable to KGI Asia as principal under this Client Agreement. The Client agrees that in respect of all obligations and liabilities arising from Instructions given to KGI Asia, the Client will be liable to KGI Asia jointly and severally with any such principal of the Client.
- 8.4 KGI Asia shall be entitled to continue to treat an Authorized Person as a person designated and duly authorized to act on behalf of the Client until it has received a written notice from the Client revoking such authority. On the other hand, unless agreed in writing otherwise, KGI Asia and its directors, officers, employees and agents may not act as an Authorized Person and shall not have any discretionary authority with respect to any Account so that KGI Asia shall not be held liable or responsible for anything done or omitted to be done by any person in breach of this provision.
- 8.5 KGI Asia is hereby authorized to buy and sell Securities and/or Options Contracts for the Account and otherwise deal with Securities and/or Options Contracts, receivables and monies held in or for the Account in accordance with and in reliance on the Instructions, but KGI Asia shall be entitled at its sole and absolute discretion to refuse to accept or to give effect to any Instruction where doing so may be contrary to any applicable Market Requirements or where it is desirable or prudent for KGI Asia's own protection and shall not be liable to the Client for any Loss arising out of or in connection with KGI Asia not accepting or acting on any Instruction or omitting to notify the Client of such refusal.
- 8.6 If in the sole opinion of KGI Asia, any Instruction is unclear or ambiguous or if it has received any conflicting Instructions, KGI Asia may choose:
- (a) not to act on such Instruction(s) and/or to seek clarification from the Client; or
 - (b) to act according to KGI Asia's interpretation of the Instruction,
- and KGI Asia shall not be responsible or liable for any Loss the Client may sustain directly or indirectly as a result of KGI Asia making such decision or acting in accordance with it.
- 8.7 KGI Asia shall be entitled to use any broker or agent (including any broker or agent who is related to or associated with it) to effect Securities and/or Options Contracts Transactions under this Client Agreement. Any such broker or agent will be appointed on such terms as that broker or agent may require. KGI Asia shall not be responsible for the non-performance of its obligations hereunder by reason of the failure of any such broker or agent to perform its duties and obligations, including but not limited to transmission or computer delay, errors or omissions, strikes and similar industrial action or by reason of any cause beyond KGI Asia's control.
- 8.8 If KGI Asia is not able to effect in full the purchase or sale of Securities or Options Contracts on behalf of the Client (as specified in the Client's Instructions), KGI Asia may effect the purchase or sale of any amount of Securities or Options Contracts less than the amount specified in such Instructions, as it may in its absolute discretion think fit. The Client shall be bound by such purchase or sale of Securities or Options Contracts provided that KGI Asia shall, where it has aggregated an order for the Client with an order for another client and/or with an order for KGI Asia's own account, give priority to satisfying the order of the Client and any other clients. Without prejudice to the foregoing, the Client acknowledges and accepts that the rapid and frequent changes in prices and the general market condition and/or restrictions imposed by the relevant exchange, market, clearing house or any regulator may make it impossible or impracticable for KGI Asia to carry out the Client's Instruction or to conclude a Transaction on behalf of the Client at the prices quoted at any specific time. KGI Asia shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered or incurred by the Client (including without limitation any loss, damage or expense suffered or incurred as a result of any change in the price of any Securities between the time of giving or receipt of any Instruction to or by KGI Asia and the time at which any such Instruction is acted on) by virtue of any delay in acting on any Instruction or any partial completion of or failure or inability to act on any Instruction for whatsoever reason unless such delay or situation is caused by KGI Asia's gross negligence.
- 8.9 KGI Asia may, in its sole discretion, determine the priority in the execution of Client's orders having due regard to market practice, laws and regulations, and any rules and codes of conduct applicable to KGI Asia to ensure to the extent possible fairness to all the clients of KGI Asia (including the Client).
- 8.10 KGI Asia may, without making further enquiry with the Client but subject to any applicable Market Requirements, combine the Client's orders with orders of other clients. This may result in a more favourable or less favourable price being obtained than executing any orders of the Client separately. Where there are insufficient Securities or Options Contracts to satisfy orders so combined, the Securities or Options Contracts will be allocated among all relevant clients with due regard to market practice and any applicable Market Requirements to ensure, to the extent

possible, fairness to all clients of KGI Asia (including the Client).

- 8.11 The Client hereby agrees that KGI Asia has the sole and absolute discretion from time to time to limit the number of Transactions in Securities or Options Contracts for the Account(s) and the aggregate amount in respect of Securities or Options Contracts which may be held in the Account(s).
- 8.12 The Client agrees that the Client will not, whether acting alone or in concert with others, violate any position limits, exercise limits or any other limits in respect of Options Contracts established by any relevant exchange, clearing house, market and/or jurisdiction. The Client understands that it may be necessary to report the Client's position in a class or classes of Options Contracts having the same underlying Securities and/or other underlying instrument(s) to the proper regulatory authority, indicating the Client's identity and other relevant details. In this connection, the Client agrees to inform KGI Asia of any relevant positions in Options Contracts on the same side of the market and on the same underlying Securities which are held at brokers or intermediaries other than KGI Asia.
- 8.13 KGI Asia shall not be obliged to act on any Instruction for cancellation, variation or amendment of any Instruction already given to KGI Asia nor be responsible or liable to the Client for any loss or expense suffered or incurred by the Client if the original Instruction has already been completed or, in the sole opinion of KGI Asia, KGI Asia has insufficient time or is unable to act on such Instruction to cancel, vary or amend the original Instruction. In the case of full or partial execution of any Instruction before a request for cancellation has been accepted by KGI Asia, the Client agrees to accept full responsibility for the Transaction(s) executed pursuant to such Instruction. Instructions are generally, unless accepted by KGI Asia for cancellation or amendment, good for the trading day on which they were given by the Client and shall lapse if not executed by the end of such trading day, unless otherwise expressly agreed to by KGI Asia.
- 8.14 KGI Asia may, at its discretion, cancel any Instruction given to KGI Asia where such Instruction has not yet been completed if, in its sole opinion, there are grounds for such cancellation.
- 8.15 The Client shall give prior notice to KGI Asia in any of the following events:
- (a) if a sale order is in respect of Securities which the Client does not own, including but not limited to a short sale. All sale orders will be deemed to be long sale orders where KGI Asia does not receive any such prior notification;
 - (b) any change in information relating to the Client's personal data provided pursuant to the Personal Information Collection Statement attached as Part C of this Client Agreement; or
 - (c) any change in information which the Client has provided to KGI Asia pertaining to the identity of the ultimate beneficiary or any other person.
- 8.16 Until such time as KGI Asia notifies the Client that the Client may give short sale Instructions, every sale Instruction from the Client will be a "long" sale, meaning that the Client will never give KGI Asia a short sale Instruction unless, at the time of the Instruction, the Client either (a) owns the Securities that are the subject of the Instruction, or (b) (where applicable and subject to all applicable Market Requirements) has already exercised an instrument convertible into the Securities to be delivered to the purchaser. Where the Client may give short sale Instructions (if agreed by KGI Asia), all short selling Transactions must be conducted in compliance with all applicable Market Requirements. The Client is obliged to honour its obligation to settle all such Transactions at the time of settlement. The Client will also immediately provide KGI Asia with assurance, if required by KGI Asia, that proper arrangement has been made for covering trade settlement prior to or at the time of the Instruction. Without limiting the generality of any other provisions herein, KGI Asia has the right not to accept or act on any short sale Instruction from the Client.
- 8.17 If services are to be provided to the Client in relation to any derivative products, KGI Asia shall provide to the Client upon request product specifications and any prospectus or other offering document covering such products.
- 8.18 Save and except where the Client is (i) a professional investor falling under any of paragraphs (a) to (i) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or (ii) a professional investor falling under any of sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Cap. 571D of the Laws of Hong Kong) who, to the reasonable satisfaction of KGI Asia, meets the criteria under paragraph 15.3A(b) of the Code in relation to the relevant products and/or markets and KGI Asia has complied with paragraph 15.3B of the Code, if KGI Asia solicits the sale of or recommend any financial product (having the meaning assigned to it under the SFO and in the context of regulated activities carried on by KGI Asia) to the Client, KGI Asia shall ensure that the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Client Agreement or any other document which KGI Asia may ask the Client to sign, and no statement KGI Asia may ask the Client to make derogates from this Clause 8.18.
- 8.19 KGI Asia may record all verbal communications with the Client and Authorized Persons in order to permit KGI Asia to verify information concerning Instructions or any other matters and/or for security, control or record purposes. The Client hereby consents to the recording of such communications whether conducted on the telephone or through any other media or otherwise by tape or electronic means. These recordings shall be the property of KGI Asia and constitute conclusive and binding evidence of the communications so recorded.
- 8.20 It is the responsibility of the Client to check with KGI Asia as to whether any of its Instructions has been effectively executed or at all. Following execution of a Transaction in Securities, KGI Asia will send a confirmation of the Transaction(s) and thereafter, periodic statements summarizing the Transaction(s) effected through the relevant Account(s) over the period(s) covered by the periodic statements. Save and except for such confirmations of Transactions and periodic statements, KGI Asia shall not be obliged to notify the Client separately as to whether any of its Instructions has been executed. It is the responsibility of the Client to review all acknowledgments, confirmations, contract notes and Account statements in relation to its Transactions and other Account activities in relation to the Account(s) held by it upon receiving them.
- 8.21 The Client shall have a duty to examine Transaction confirmations, contract notes and statements of the Account provided by KGI Asia to the Client carefully and thoroughly and such Transaction confirmations, contract notes and statements of the Account shall be conclusive and deemed to be accepted by the Client if not objected to in writing by the Client to KGI Asia within 48 hours or such other period of time as may be specified by KGI Asia either generally or in any particular case after their receipt or deemed receipt by the Client.
- 8.22 Except as otherwise indicated by KGI Asia (in the Transaction confirmation, contract note, statement of Account and/or other trade-related documents for the relevant Transaction or otherwise), KGI Asia will act as agent for the Client in effecting Transactions. Without prejudice to the foregoing, when the Client gives an Instruction to execute and/or clear a Transaction with KGI Asia, that order may be executed and/or, as appropriate, cleared through: (a) KGI Asia's Affiliates; (b) members of the various exchanges and clearing houses and/or intermediaries and/or principals therein or in other markets, in each case who will (subject to any contrary agreement) act as the Client's sub-agent, pursuant to arrangements which KGI Asia at its absolute discretion may make from time to time, to provide order execution and/or clearing services and references herein to Transactions or execution and/or clearing by KGI Asia as the Client's agent shall be construed accordingly.
- 8.23 Local charges levied on the Client in respect of a Transaction represent KGI Asia's charges and may not necessarily equate to charges paid by KGI Asia to local brokers or intermediaries.
- 8.24 KGI Asia shall have the right to (i) refuse any Instructions for any relevant pre-market session or relevant market opening or (ii) if such Instructions are received, to refuse to execute any such Instructions, and provided that it has previously and specifically been agreed between the Client and KGI Asia, all Instructions for execution of transactions in respect of the same Securities placed by the Client and all other clients of KGI Asia with KGI Asia before the relevant pre-market session or relevant market opening will, to the extent possible, be bundled together for execution by KGI Asia as a single order at a single price when the relevant pre-market session starts or the relevant market opens, and the resulting transaction will be allocated between all such clients on a pro rata basis.

8.25 Where the Client is long an Options Contract which is about to expire in the money, KGI Asia is authorized, in its sole discretion and without prior notification or any liability to the Client, to exercise such contract and liquidate the underlying Securities for the Client's account, using KGI Asia's best efforts. This is in no way to be construed as an obligation on the part of KGI Asia to sell or exercise such contract for or on behalf of the Client, and the Client therefore waives any and all claims for Loss which the Client may suffer or incur at any time against KGI Asia arising out of the fact that any Options Contract in the Account was not exercised, unless the Client has in good time instructed KGI Asia to effect the relevant exercise.

8.26 Without limiting the generality of any other provisions of the Terms and Conditions, the Client acknowledges and agrees that KGI Asia and the relevant parties referred to in Clause 8.22 of this Part A of the Client Agreement may execute an order on behalf of the Client through the relevant stock market or otherwise act as agent for and receive commissions from the Client.

9. SETTLEMENT

9.1 In respect of each sale and purchase Transaction executed on the Client's behalf, unless otherwise agreed or unless KGI Asia is already holding sufficient cash or Securities on the Client's behalf to settle the Transaction, the Client shall immediately on demand or by such time as required by KGI Asia (whether verbally, in writing or otherwise) in relation to the relevant Transaction:

- (a) pay KGI Asia cleared funds or deliver to it Securities in deliverable form; or
- (b) otherwise ensure that KGI Asia has received such funds or Securities.

9.2 Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of Securities by the time as mentioned in Clause 9.1 of this Part A of the Client Agreement, KGI Asia is hereby authorized:

- (a) in the case of a purchase Transaction, to transfer or sell any Client's Securities (including such purchased Securities) to satisfy the Client's obligations to KGI Asia; or
- (b) in the case of a sale Transaction, to borrow and/or purchase such sold Securities to satisfy the Client's obligations to KGI Asia.

9.3 KGI Asia may, at its discretion, choose not to execute any Instruction and/or cancel any Instruction given to KGI Asia if KGI Asia is not satisfied that the Client has sufficient cleared funds or Securities in the Account to settle the proposed Transaction of the relevant Instruction.

9.4 To facilitate due settlement by the Client, KGI Asia may in its absolute discretion lend Securities to the Client or borrow Securities for the Client to settle its sale Transaction. KGI Asia may also enter into Securities loans arrangements on behalf of the Client or for the Client's benefit, whether in the name of KGI Asia, its Affiliates or otherwise, upon such terms as KGI Asia conclusively decides. The Client shall indemnify KGI Asia and its Affiliates for any margins, guarantees, Securities or collateral maintenance and expenses which may be required under the Securities borrowing and lending arrangements. KGI Asia does not warrant or guarantee the availability or the continuing availability of such short selling facility.

9.5 All currency exchange risks in respect of any Transaction and settlement action or step taken by KGI Asia under this Client Agreement shall be borne solely by the Client.

9.6 For the purposes of carrying out the Client's Instructions or exercising any of KGI Asia's rights under this Client Agreement or under any of the Accounts, KGI Asia may, at any time in its sole and absolute discretion and without any obligation, convert any amount in any currency in any Account or standing to the Client's credit to any other currency. Exchange rate losses and the costs of such conversion shall be solely borne by the Client.

9.7 The Client hereby irrevocably authorizes KGI Asia to execute or otherwise give effect to any Instruction(s) for settlement in respect of or through the Account or in respect of a Transaction executed for or on behalf of the Client pursuant to this Client Agreement, including but not limited to the deposit or transfer of any amount of the net proceeds to the Settlement Account or arranging (at

the Client's risk) for personal collection by the Client or delivery to the address specified by the Client of the cheque(s) drawn in favour of the Client for the net proceeds.

9.8 The Client hereby acknowledges that the Client shall be responsible for and will indemnify and keep indemnified KGI Asia from any Loss, costs, fees and expenses suffered or incurred by KGI Asia (including legal expenses on a full indemnity basis) in connection with the Client's failure to meet its obligations by the time as provided in Clause 9.1 of this Part A of the Client Agreement.

10. COMMISSIONS AND CHARGES

10.1 KGI Asia will charge the Client fees, charges and commissions calculated at such rates or on such basis as KGI Asia may from time to time determine and notify to the Client and/or publish on KGI Asia's Website(s). The Client shall be liable for payment upon demand of any debts and debit balances whatsoever and howsoever arising in respect of the Account including but not limited to commissions, charges, fees, statutory fees, taxes, levies, and delivery charges. KGI Asia and its associated entities may withdraw cash from or liquidate Securities in the Account to discharge any amounts due and outstanding on the Account.

10.2 Without prejudice to any other rights and remedies available to KGI Asia, KGI Asia may charge a maintenance fee payable at such rate or in such amount and upon such other terms as KGI Asia may prescribe from time to time on any Account which has no trading activity for a consecutive six-month period or longer. Payment of such fees will be automatically deducted from the Account.

10.3 The Client hereby irrevocably authorizes KGI Asia to collect all levies that any relevant exchange(s) may from time to time impose on any Transaction executed pursuant to this Client Agreement in accordance with the rules prescribed by the relevant exchange(s) from time to time.

10.4 Without prejudice and in addition to any other rights and remedies of KGI Asia hereunder, the Client hereby irrevocably authorizes KGI Asia (without being obliged so to do or any prior notice to the Client) to apply or withhold all or any part of any cash, Securities or other assets or property whatsoever held for or on behalf of the Client by KGI Asia on the Account(s) and whether or not relating to a particular Transaction or Instruction, in or towards payment of money properly required to meet commissions, brokerages, taxes (including taxes that are potentially payable as determined by KGI Asia in its reasonable discretion), stamp duties, bank charges, transfer fees, interest, custodial expenses or other charges in respect of or connected with the Account(s) or any Transactions or Instructions or services thereof or any Securities therein. The Client shall also on demand pay KGI Asia forthwith such amounts or additional amounts as may be notified by KGI Asia to the Client from time to time.

10.5 All indebtedness to KGI Asia will be charged with interest at such rate(s) to be notified by KGI Asia to the Client from time to time. In the absence of such notification and subject to the applicable law, the Client's Hong Kong dollars indebtedness will be charged with interest at an annual rate of the higher of (i) ten per cent above the prime lending rate of Hong Kong dollars quoted by the Standard Chartered Bank; or (ii) twelve and a half per cent above the prevailing one-month Hong Kong Inter-bank Offered Rate. In the case of foreign currency indebtedness, the annual interest rate will be ten per cent over the cost of funds of KGI Asia to be quoted by KGI Asia whether or not it has actually borrowed the funds.

10.6 The Client waives its rights to any interest, dividend, or other payment under the Securities where such interest, dividend, or other payment is of a negligible amount, determined by KGI Asia in its sole discretion, having regard to the circumstances then prevailing, and any such interest, dividend or other payment received shall become KGI Asia's property. The Client further agrees that once such amounts have become KGI Asia's property (in accordance with the terms of this provision) the Client shall have no claims whatsoever against KGI Asia in respect of such amounts or any part thereof and the Client hereby waives any rights or claims whatsoever which the Client may have or acquire over such amounts or any part thereof.

11. CLIENT CONSENT TO RETENTION OF SOFT DOLLARS, CASH OR MONEY REBATES AND OTHER BENEFITS

- 11.1 The Client understands that KGI Asia and its Affiliates may, from time to time, receive and retain (to the extent not prohibited by applicable Market Requirements including the Code) any soft dollars and cash or money rebates or other benefits or provide to a third party such soft dollars and cash or money rebates or other benefits in relation to any of the Transactions contemplated under this Client Agreement or the Account, and subject to Clause 11.2 of this Part A of the Client Agreement, the Client hereby consents to KGI Asia and its Affiliates providing, receiving and/or retaining such soft dollars and cash or money rebates or other benefits.
- 11.2 Soft dollars received or provided by KGI Asia and its Affiliates may include research and advisory services, economic and political analysis, portfolio analysis (including valuation and performance measurement), market analysis, data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and investment related publications. The goods and services (i.e. soft dollars) may not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employee salaries, or direct money payments.
- 11.3 Upon the request of the Client and/or in accordance with the requirements of any applicable Market Requirements including the Code, KGI Asia will make available to the Client all relevant information relating to the receipt, existence and nature of the soft dollars and cash or money rebates or other benefits (if any) and the circumstances under which such benefits were or may be received and retained by KGI Asia and/or its Affiliates by giving notice to the Client or publication on KGI Asia's Website(s) of such information.

12. CUSTODY ARRANGEMENTS

- 12.1 Securities purchased for the Client will be delivered to the Client (or as the Client may direct) provided that:
- (a) such Securities are fully paid; and
 - (b) such Securities are not subject to any lien and/or held as collateral by KGI Asia or its Affiliates.
- 12.2 All relevant Securities from time to time received or held on behalf of the Client in Hong Kong by or on behalf of KGI Asia or its associated entity shall be deposited in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by KGI Asia or the associated entity with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities or registered in the name of the Client or the associated entity in accordance with the Client Securities Rules.
- 12.3 Any Securities held by KGI Asia, any associated entity of KGI Asia, banker, institution, custodian or intermediary pursuant to this Client Agreement shall be at the sole risk of the Client and KGI Asia and the relevant associated entity, banker, institution, custodian and intermediary shall be under no obligation to insure the Client against any kind of risk, which obligation shall be the sole responsibility of the Client.
- 12.4 If in relation to any Securities deposited with KGI Asia which are not registered in the Client's name, any dividends or other distributions or benefits accrue in respect of such Securities, the Account(s) shall be credited (or payment made to the Client as may be agreed) with the proportion of such distributions or benefits equal to the proportion of the Securities held on behalf of the Client out of the total number or amount of such Securities. KGI Asia may also (but is not obliged to) exercise voting rights on the Client's behalf with respect to such Securities upon the Client's prior specific instructions.
- 12.5 If in relation to any Securities deposited with KGI Asia which are not registered in the name of the Client, any loss is suffered or incurred by KGI Asia, the Account(s) may be debited (or payment made by the Client as may be agreed) with the proportion of such loss equal to the proportion of the Securities held on behalf of the Client out of the total number or amount of such Securities.
- 12.6 KGI Asia is authorized by the Client to dispose, or initiate a disposal

by its associated entity, of any of the Securities or Securities collateral which have been received or are held on behalf of the Client (and KGI Asia shall have the absolute discretion to determine which of the Client's Securities or Securities collateral are to be disposed of) in settlement of any liability owed by or on behalf of the Client to KGI Asia, the associated entity or a third person.

- 12.7 KGI Asia's obligations to deliver, to hold in safe custody or otherwise or to register in the Client's name, Securities purchased or acquired by KGI Asia on the Client's behalf shall be satisfied by the delivery, the holding or registration in the Client's name or the name of the Client's nominee of Securities of the same class, denomination and nominal amount as, and rank *pari passu* with, those originally deposited with, transferred to or acquired by KGI Asia on the Client's behalf (subject always to any capital reorganisation which may have occurred in the meantime) and KGI Asia shall not be bound to deliver or return Securities which are identical with such Securities in terms of number, class, denomination, nominal amount and rights attached thereto.
- 12.8 All relevant client money in relation to the Client from time to time received or held in Hong Kong by or on behalf of KGI Asia or its associated entity shall be treated and dealt with in compliance with the Client Money Rules and accordingly such client money received shall be paid into one or more segregated accounts for client money established and maintained in Hong Kong by KGI Asia or its associated entity with authorized financial institutions or any other person approved by the SFC, each of which segregated accounts shall be designated as a trust account or client account. Unless otherwise agreed between the Client and KGI Asia or its relevant associated entity, any amounts of interest derived from the holding of client money on the Client's behalf shall belong to KGI Asia or its relevant associated entity absolutely and KGI Asia or such associated entity is entitled to retain the same for its own benefit.
- 12.9 Subject to the provisions of the SFO and relevant rules made thereunder, the Client authorizes and agrees that Securities and Securities collateral from time to time received or held on the Client's behalf may be treated and dealt with in such manner as KGI Asia may deem fit. The Client understands that such Securities and Securities collateral may be subject to a lien or charge in favour of third parties and return of such Securities or Securities collateral to the Client may be subject to satisfaction of such lien or charge. The Client also agrees that KGI Asia shall be entitled to retain for its own benefit and not be accountable to the Client for any fees, income, rebates or other benefits resulting from any lending or deposit of the Client's Securities or Securities collateral to or with any third party for any purpose by KGI Asia or its associated entities.
- 12.10 Subject to the provisions of the SFO and relevant rules made thereunder, KGI Asia and its Affiliates shall have the Client's standing authorization given on behalf of the Client itself and its Affiliates to (without being obliged so to do) set off or effect fund transfers between any two or more of the Client's and its Affiliates' accounts maintained with KGI Asia and its Affiliates (of whatever nature and whether individually or jointly with others) for the purpose of discharging or reducing the Client's or any of its Affiliates' obligations or indebtedness towards KGI Asia or its Affiliates and without further consent from or any notice to the Client or its Affiliates.

13. NEW LISTING OF SECURITIES

- 13.1 The Client requests and authorizes KGI Asia, upon the Client's Instruction, to apply for the subscription or purchase of Securities in respect of a new listing and/or issue of Securities on SEHK as the Client's agent and for the benefit of the Client or for the benefit of the ultimate beneficiary, whether singly or in conjunction with applications of other clients or Affiliates of KGI Asia as a bulk application. The Client acknowledges that KGI Asia shall not be responsible for the accuracy or completeness of or any misstatement in any prospectus and/or offering documents in respect of such new listing and/or issue.
- 13.2 In making such Instruction to KGI Asia to apply for the subscription or purchase of Securities in respect of a new listing and/or issue of Securities on SEHK, the Client confirms and declares that:
- (a) the Client has already read and understands the related prospectus, application forms and/or other relevant offering documents, and the Client's application is subject to the terms

and conditions of such prospectus, application forms and/or other relevant offering documents (including the discretion of the relevant issuer to determine on the final pricing of the Securities) or, in the absence of any written offering documents, the Client fully understands the terms and conditions of the relevant subscription/purchase;

- (b) the Client is eligible to subscribe for or purchase the Securities and will comply with or has complied with all the terms and conditions as stated in such prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, will comply with or has complied with the terms and conditions of the relevant subscription/purchase;
 - (c) KGI Asia has the due authority to make such application on the Client's behalf;
 - (d) the application made by KGI Asia on the Client's behalf is the only application made, and the only application intended to be made, by the Client or on the Client's behalf (for the benefit of the Client or for the benefit of the ultimate beneficiary) and that the Client shall make no other application, and the Client authorizes KGI Asia to disclose and warrant to SEHK of the same on any application form (or otherwise) or to any other person as appropriate; and
 - (e) the Client makes all the representations, warranties and declarations required to be made by an applicant for Securities in the related prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, the Client makes all the representations, warranties and declarations required to be made by an applicant in the terms and conditions of the relevant subscription/purchase.
- 13.3 The Client acknowledges that the confirmations and declarations made under Clause 13.2 of this Part A of the Client Agreement will be relied upon by the issuer, sponsors, underwriters or placing agents of the relevant Securities, SEHK or any other relevant regulator or person in respect of the application made by KGI Asia as agent for the Client.
- 13.4 The Client agrees and acknowledges that the issuer or vendor of the relevant Securities (and its agent) have the full discretion to reject or accept the application made by KGI Asia on the Client's behalf or to accept only part of the application. In case of rejection or partial acceptance of the Client's application, no matter whether it is caused by reasons which are related to the Client's application or not, neither KGI Asia nor its Affiliates shall, in the absence of gross negligence or wilful default, be liable to the Client or any other persons as a result of such rejection or partial acceptance. The Client agrees to fully indemnify KGI Asia and its Affiliates if the application is rejected because of any breach of any of the representations, warranties and declarations or otherwise arising from factors relating to the Client.
- 13.5 In case of a bulk application made by KGI Asia on behalf of its clients, the Client agrees that if such bulk application is only accepted in part, KGI Asia has the sole and full discretion to allocate the Securities among its clients on the basis elected by KGI Asia (at KGI Asia's sole and absolute discretion).
- 13.6 The Client further acknowledges that an application made by an unlisted company whose principal business is securities dealing, and in respect of which the Client exercises statutory control, shall be deemed to be an application made for the benefit of the Client.
- 13.7 Upon receipt of an oral or written offer ("**Offer**") of the Client, KGI Asia may in its sole and absolute discretion grant to the Client a loan ("**Loan**") to be used exclusively to finance the subscription or purchase by the Client of Securities of a new listing and/or issue for which listing on SEHK is sought ("**New Listing Securities**") by issuing an acceptance notice ("**Acceptance Notice**") in writing to the Client setting out the terms and other details of the Loan. The terms and conditions of this Clause 13 are deemed to be incorporated by reference to the Offer in the Acceptance Notice. Once KGI Asia has issued the Acceptance Notice, the Client shall not revoke the Offer.
- 13.8 Payment for the New Listing Securities will be made in the name of KGI Asia (or in its nominee's name) but for the Client's exclusive account and risk. The Client acknowledges that its application for the subscription or purchase of New Listing Securities (made by

KGI Asia or KGI Asia's nominee on the Client's behalf) may not be accepted by the issuer or vendor of the relevant Securities, but the Client shall still be liable for the interest on the Loan and related obligations.

- 13.9 Notwithstanding that the application is made by KGI Asia (or its nominee) on the Client's behalf, the Client shall have no right, title, interest or claim of whatever nature in or to any payment refunded ("**Refund Payment**") by the relevant issuer or vendor in respect of the application that has not been accepted to the extent that the Refund Payment does not exceed the Loan and any outstanding balance owed by the Client.
- 13.10 Each Loan together with the accrued fees and interest thereon will be repayable (i) on demand by KGI Asia, or (ii) on the scheduled date on which the New Listing Securities are listed on SEHK, whichever is the earlier, provided however that if any application for New Listing Securities is unsuccessful, or successful in part only, Refund Payment shall be applied immediately in repayment of the outstanding Loan and the fees and interest accrued thereon, whether before or after the repayment date ("**Repayment Date**") specified in the Acceptance Notice.
- 13.11 The Client agrees that the receiving bankers, custodians or nominees may pay to KGI Asia all Refund Payment in respect of the unsuccessful application immediately, and KGI Asia is authorized to give instructions to such receiving bankers, custodians or nominees as it deems appropriate or take other appropriate actions to give effect to such payment.
- 13.12 The Client hereby authorizes KGI Asia to pledge or grant, at KGI Asia's absolute discretion, security interests of whatever nature over the New Listing Securities (including all rights and interests derived therefrom) and all money in connection with the Client's subscription or purchase of such New Listing Securities (including Refund Payment) in favour of any third party for credit facilities made available to KGI Asia to finance its funding of all or any part of the Loan.
- 13.13 The Client shall execute and sign all transfers, power of attorney, proxies and other documents and do all acts and things which KGI Asia may require for KGI Asia and any relevant third parties to obtain full benefits of the security interests mentioned in this Clause 13, including without limitation, to perfect KGI Asia's title to the New Listing Securities or enable KGI Asia to vest such New Listing Securities in the name of its nominee or any relevant third parties.
- 13.14 The Client shall pay to KGI Asia interest on the Loan at the rate of interest as specified in the Acceptance Notice and such interest shall accrue on a daily basis for the period from the date of drawdown of the Loan (as specified in the Acceptance Notice) to the date of final repayment of the Loan by the Client as determined by KGI Asia on a 365 day basis (or such other basis stated in the Acceptance Notice).
- 13.15 If the Client fails to repay the Loan on the Repayment Date, KGI Asia shall have an absolute right to sell or dispose of or procure the sale or disposal of all or any part of the New Listing Securities in such manner and at such price(s) as KGI Asia deems fit and appropriate without any notice to Client and to apportion the proceeds thereof towards repayment of the outstanding Loan, the costs of such sale or disposal and any fees and interest accrued thereon. The Client shall have no right to claim against KGI Asia in respect of any Loss arising out of any such sale or disposal.
- 13.16 The Client agrees to fully indemnify and hold harmless each of KGI Asia and its Affiliates and their respective agents against all claims, actions, liabilities and proceedings against KGI Asia and its Affiliates and their respective agents or any of them and bear all Loss (including legal fees) which they or any of them may suffer or incur in connection with the Loan. KGI Asia and its Affiliates and their respective agents shall in no event be liable for any Loss of the Client or anything whatsoever which may be suffered or incurred as a result of any default, insolvency, act or omission of any firm or company through or with whom the Client's application for the subscription or purchase of New Listing Securities is effected.

14. SET-OFF, CHARGE, LIEN, AND COMBINATION OF ACCOUNTS

- 14.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which KGI Asia may be entitled

under this Client Agreement or applicable Market Requirements, all of the Client's interest in any monies, Securities, Options Contracts and other assets or property (either individually or jointly with others) held or acquired by or in the possession of or under the order or control of KGI Asia at any time or from time to time shall be subject to a charge and/or general lien and security interest in favour of KGI Asia as continuing security to offset and discharge any or all of the Client's obligations and liabilities arising from Transactions or otherwise.

- 14.2 In addition and without prejudice to any general liens or other similar rights which KGI Asia may be entitled under the applicable Market Requirements or this Client Agreement and subject to any applicable laws, rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, KGI Asia may (for itself and as agent for any Affiliates of KGI Asia), at any time without notice to the Client, combine or consolidate any or all accounts of the Client and/or its Affiliates' accounts (including the Account), of any nature whatsoever and either individually or jointly with others, maintained with KGI Asia and/or any Affiliates of KGI Asia and set-off or transfer any money (in any currency), Securities, Options Contracts and/or other assets or property in any of such accounts to satisfy indebtedness, obligations or liabilities of the Client and/or any of its Affiliates to KGI Asia and/or any Affiliates of KGI Asia, whether such indebtedness, obligations or liabilities are present or future, actual or contingent, primary or collateral, secured or unsecured, or joint or several. Where such combination, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by KGI Asia to be applicable.
- 14.3 Without limiting or modifying the general provisions of this Client Agreement and subject to any applicable laws, rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, KGI Asia may, without notice to the Client, transfer all or any sum, asset or property interchangeable between any of the accounts maintained at any time by the Client with KGI Asia and/or any Affiliates of KGI Asia.
- 14.4 In respect of a joint Account, KGI Asia shall be entitled to set off any sums standing to the credit of such joint Account against the debit balance in other Account(s) of the Client which may be held by one or more holders of such joint Account.

15. NOTICE AND COMMUNICATION

- 15.1 The Client expressly agrees that other than delivery by hand or sending by post, KGI Asia may choose to issue or send any notice, correspondence, contract notes, confirmations, statements of account, receipts, regulatory disclosures and communications to the Client in electronic form by or through facsimile transmission, SMS, email, posting on KGI Asia's Website(s) or any other kind of electronic communication ("**Electronic Communication**") and the Client agrees to accept and bear all the risks associated with the sending and receiving of the Electronic Communication, including but not limited to the following risks:
- (a) Electronic Communication conducted through the internet or other electronic media is inherently an unreliable medium and may be subject to interruption, transmission blackout, or may cause a delayed transmission or incorrect data transmission due to (where applicable) unpredictable traffic congestion, the public nature of the media used or other reasons;
 - (b) Electronic Communication conducted through the internet or other electronic media may not be executed; and
 - (c) sending and receiving personal data through the internet or other electronic media may not be secured and may be exposed to numerous risks including but not limited to the risk of access by unauthorized third parties,
- and the Client acknowledges and agrees that none of KGI Asia and its Affiliates and their respective shareholders, directors, officers, employees, representatives or agents (collectively "Relevant Persons") assumes any liability or responsibility to the Client or to any other person for any consequences arising therefrom or in connection therewith and hereby waives all the rights of making any claims against KGI Asia and the Relevant Persons in connection therewith.
- 15.2 KGI Asia will not be responsible for any Loss of the Client or anything whatsoever which may be suffered or incurred which

is caused by any delay, breakdown or failure of transmission of communication facilities in respect of any Electronic Communication or due to any other cause or causes beyond the reasonable control or anticipation of KGI Asia.

- 15.3 Any communications from KGI Asia to the Client delivered personally, sent by post or sent by facsimile transmission, SMS, email or posting on KGI Asia's Website(s) or any other kind of electronic communication shall be deemed to have been received by the Client (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Client to KGI Asia, (where sent by post) 48 hours after posting if such address is in Hong Kong and five days after posting if such address is outside Hong Kong or (where sent by facsimile transmission, SMS, email, posting on KGI Asia's Website(s) or other kind of electronic communication) immediately after transmitting to the facsimile number, phone number, email address or other contact details last notified in writing by the Client to KGI Asia or posting by KGI Asia on KGI Asia's Website(s).
- 15.4 Any notice or communication (including but not limited to Instructions) made or given by the Client to KGI Asia shall be made or given at the Client's own risk and shall only take effect upon actual receipt by KGI Asia.
- 15.5 The Client agrees to keep its information in relation to its Account(s) up-to-date, and to notify KGI Asia of any change within two business days of such change. The Client understands, for the security and integrity of its Account, that KGI Asia may temporarily or permanently disable or restrict access or certain functionalities (including dealing and settlement) of the Account, if and when the communication to the Client becomes undeliverable or are returned as a result of the Client's failure to provide update and/or notify KGI Asia with the most current and accurate information in relation to the Account(s).

16. CONFLICTS OF INTERESTS

- 16.1 The Client hereby acknowledges and agrees that KGI Asia, its Affiliates or other persons, directly or indirectly, connected with KGI Asia may from time to time trade on their own account. The Client's attention is drawn to the fact and the Client acknowledges that when KGI Asia deals for the Client, KGI Asia or its Affiliate or other persons, directly or indirectly, connected with KGI Asia may have an interest, relationship or arrangement which is material in respect of the Transaction(s), arrangement or service concerned. Without limiting the nature of such interest, examples include:
- (a) dealing in an investment, a related investment or an asset underlying the investment, as principal for KGI Asia's own account or that of a third party, which could include selling to the Client or buying from the Client and also dealing with or using the services of an intermediate broker or other agent who may be an Affiliate;
 - (b) KGI Asia may be matching the Client's Transaction with that of any other client by acting on behalf of such other client as well as on the Client's behalf or by executing matching transactions at or about the same time with the Client and such other client;
 - (c) KGI Asia may buy, sell, cancel, offset, close out, hold or deal in any Options Contracts or take the opposition position to the Client's Instruction on its own account or on behalf of other clients;
 - (d) buying from the Client and selling immediately to another client, or vice versa;
 - (e) having (or having other clients who have) a holding or position (including a short position) in the investment concerned, a related investment or asset underlying the investment;
 - (f) quoting prices to the market in the investment, a related investment or asset underlying the investment;
 - (g) buying or selling units or shares in a collective investment scheme where KGI Asia or its Affiliate is the trustee, operator or manager (or adviser of the trustee);
 - (h) KGI Asia may have received or may be receiving rebates, payments or other benefits for giving business to any companies;

- (i) KGI Asia may be or has been involved as an underwriter or in some other capacity in a takeover, a new issue or another transaction involving the investment or a related investment;
 - (j) advising and providing other services to other clients who may have interest in investment or underlying assets which conflict with the interest of the Client;
 - (k) KGI Asia may receive fees, commissions, or any monetary benefits, paid or provided (whether directly or indirectly) by any party in relation to distribution of investment products to clients; and/or
 - (l) KGI Asia may have close links or other legal or economic relationships with issuers of investment products, or receive non-monetary benefits from any party.
- 16.2 The Client acknowledges and accepts that KGI Asia, any of its Affiliates or other persons, directly or indirectly, connected with KGI Asia may have interest which conflicts with the Client's interest and may owe duties which conflict with duties which would otherwise be owed to the Client, and the Client consents to the same. KGI Asia shall take all reasonable steps to ensure the Client receives fair treatment in the event that KGI Asia has any such interest or in the event of an actual or potential conflict arising.
- 16.3 KGI Asia shall not be under any duty to disclose to the Client any fact or thing which comes to its knowledge or notice in the course of acting in any capacity for any other person or in its own capacity.

17. ELECTRONIC SERVICES

- 17.1 Unless otherwise specified, this Clause 17 is made in addition and without prejudice to all the other provisions of this Client Agreement.
- 17.2 KGI Asia may provide the Client with Electronic Services, and the Client hereby requests the provision of such services, upon the Terms and Conditions as may be amended or supplemented from time to time by KGI Asia in its absolute discretion by any notice, letter, publication or such other document as may be issued by KGI Asia or by posting such amendment or supplement on KGI Asia's Website(s). The Client acknowledges and confirms that where the Client accepts this Client Agreement or any other contractual documents provided or offered for acceptance by KGI Asia to the Client in electronic form by using an electronic signature or a digital signature or clicking an acceptance button or a similar act or action on KGI Asia's Website(s) or other electronic media as indicated by KGI Asia on such media, the Client agrees to be legally bound by the terms and conditions of such document(s) in the same manner as if the Client had manually signed the same. If the person or individual who electronically signed such document(s) did so on behalf of a corporation or other entity, such person or individual represents and warrants that such person or individual has all the necessary power and authority to enter into the same on behalf of such corporation or entity.
- 17.3 The Client agrees that the Client shall be the only authorized user of the Access Codes and Electronic Services under this Client Agreement. The Client shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to the Client by KGI Asia and for all Instructions given and all Transactions concluded with or through the use of the Client's Access Codes.
- 17.4 The Client further acknowledges that the Electronic Services, KGI Asia's Website(s), and the software comprised in them, are proprietary to KGI Asia. The Client undertakes and warrants that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services, KGI Asia's Website(s) and any of the software comprised in them. The Client agrees that KGI Asia shall be entitled to close any or all of the Account(s) immediately without notice to the Client, and the Client acknowledges that KGI Asia may take legal action against the Client, if the Client at any time breaches this warranty or undertaking or if KGI Asia at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify KGI Asia immediately if the Client becomes aware that any of the actions described above in this Clause 17.4 is being perpetrated by any person.
- 17.5 As and when KGI Asia allows the Client to open an account online with KGI Asia through the internet, in addition to completing and returning this Client Agreement together with the Account Opening Form through the internet, where required by KGI Asia, the Client agrees to return to KGI Asia the original copy of this Client Agreement together with the Account Opening Form duly completed and signed by the Client before or certified by such professional person as may be acceptable to KGI Asia from time to time. Without prejudice to the other provisions of this Client Agreement and such other requirements as may be imposed by KGI Asia from time to time, KGI Asia shall be entitled to refuse to execute the Client's Instructions until it has received such duly completed and signed original copy of the Client Agreement together with the Account Opening Form. Notwithstanding any contrary provision of this Client Agreement, KGI Asia reserves the absolute right to reject any account opening application without giving any reason.
- 17.6 The Client acknowledges that it may not be possible to change or cancel an electronic Instruction once given and hereby agrees to carefully review every such Instruction before it is made.
- 17.7 KGI Asia makes no warranties, express or implied, concerning the Electronic Services. The Client acknowledges that the system of the Electronic Services has not been developed for the Client's individual needs and is used by the Client on an "as is", and "as available" basis at the Client's own volition and risk and that KGI Asia shall bear no responsibility whatsoever for any consequences arising from the Client's choice or use of the Electronic Services.
- 17.8 Unless otherwise agreed, KGI Asia reserves the right not to execute any Instructions of the Client through the Electronic Services until it is satisfied that the Client has sufficient cleared funds or Securities in the Account to settle the related Transactions as provided in Clause 9 of this Part A of the Client Agreement.
- 17.9 KGI Asia shall not be deemed to have received and/or executed the Instructions made by the Client through the Electronic Services unless and until the Client is in receipt of an acknowledgement receipt issued by KGI Asia and confirmation of execution of such Instructions.
- 17.10 The Client acknowledges and agrees that, as a condition of KGI Asia's provision of Electronic Services, the Client shall immediately notify KGI Asia if:
- (a) after giving an Instruction through the Electronic Services, the Client has not received any acknowledgment receipt or the acknowledgment receipt received contains incorrect details;
 - (b) the Client has received acknowledgment receipt of an Instruction or Transaction which the Client did not instruct or becomes aware of any similar conflict; or
 - (c) the Client becomes aware of any unauthorized use and/or disclosure of the Client's Access Codes or any unauthorized Transaction conducted.
- 17.11 The Client agrees that KGI Asia shall not be liable for any loss or damage to the Client or any other person that the Client or such other person may suffer or incur as a result of using or attempting to use the Electronic Services including but not limited to any loss or damage due to any system or software or hardware failure or any interruption or failure of communication lines or devices for any reason, unless such loss or damage is caused by any wilful default or gross negligence on the part of KGI Asia. The Client further undertakes to indemnify KGI Asia, on a full indemnity basis, for any loss or damage KGI Asia may suffer or incur as a result of the Client's use of the Electronic Services except to the extent that such loss or damage is outside the Client's reasonable control.
- 17.12 The Client acknowledges and agrees that if the mode of communication used by the Client in the course of the Electronic Services becomes temporarily unavailable, the Client can during such period continue to operate the relevant Account(s) subject to the right of KGI Asia to obtain such information regarding the verification of the Client's identity as it may from time to time think fit.
- 17.13 KGI Asia may, from time to time in its sole discretion and without prior notice to the Client, suspend, prohibit, terminate or impose such restriction or limits on the Client's use of the Electronic Services or on the type of Instructions or other communications which the Client may transmit to KGI Asia, and which KGI Asia may accept, via the Electronic Services.

17.14 The Electronic Services may provide, for informational purposes only, data about securities, derivatives, mutual funds or other investment products published by third parties. Owing to marketing volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant products. KGI Asia has no independent basis to verify or contradict the accuracy or completeness of the information provided. No recommendation or endorsement from KGI Asia shall be inferred from such data. The Client also acknowledges that exchanges and certain associations may assert proprietary interests and rights over market data they furnish to parties who disseminate such data and agrees not to do any act which would constitute any infringement or encroachment of such rights or interests. The Client also understands that KGI Asia does not guarantee the accuracy, truth, reliability, adequacy, timeliness, sequence or completeness of market data or any market information or messages (including any information provided to the Client through the Electronic Services). KGI Asia shall not be liable in any way for any loss arising from or caused by (1) any inaccuracy, error in or omission from any such data, information or message; (2) any delay in the transmission or delivery thereof; (3) any suspension or congestion in communication; (4) any unavailability or interruption of any such data, information or message whether due to any act of KGI Asia; or (5) any forces beyond the control of KGI Asia.

17.15 Any record maintained by KGI Asia relating to any Instructions and information communicated via the Electronic Services shall be conclusive evidence of such, and shall be the property of KGI Asia.

18. JOINT ACCOUNTS

18.1 Where the Client consists of more than one person:

- (a) the liabilities and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them;
- (b) KGI Asia shall be entitled to, but shall not be obliged to, act on Instructions or requests from any of them;
- (c) each of them shall be bound though any other client or any other person intended to be bound is not, for whatever reason, so bound;
- (d) any notice to any one such person will be deemed effective notification to all such persons; and
- (e) KGI Asia shall be entitled to deal separately with any of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.

18.2 Where the Client consists of more than one person, on the death of any of such persons (being survived by any other such persons), this Client Agreement shall not be terminated and the interest in the Account(s) of the deceased will thereupon vest in and enure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by KGI Asia against such deceased Client's estate. The surviving Client(s) shall give KGI Asia written notice immediately upon any of them becoming aware of such death.

19. DEFAULT

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

- (a) the Client fails to observe or perform any of its obligations hereunder or any representation, warranty or statement made or given by or deemed made or given by the Client under this Client Agreement was incorrect or misleading in any material respect as at the time it was made or given or deemed made or given or is or becomes, in the sole opinion of KGI Asia, materially incorrect or misleading;
- (b) the Client commences a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to an insolvent party), or seeking the appointment of a trustee, receiver, liquidator, administrator, custodian, examiner or other similar official (each a "Custodian") of the Client or any substantial part of

the Client's assets; or take any corporate action to authorize any of the foregoing, and in the case of a reorganisation, arrangement or composition, KGI Asia does not consent to the proposals;

- (c) an involuntary case or other procedure is commenced against the Client seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to an insolvent party), or seeking the appointment of a Custodian of the Client or any substantial part of the Client's assets and such involuntary case or other procedure either (i) has not been dismissed within five days of its institution or presentation or (ii) has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure;
- (d) in the case where the Client is an individual(s), partnership or sole proprietorship, (i) a bankruptcy or winding up order is made against the Client (or one of the individuals comprising the Client if there is more than one) or (in the case where the Client is a partnership) any of the partners, (ii) a presentation of the petition for bankruptcy or winding up is filed by or against the Client (or one of the individuals comprising the Client if there is more than one) or (in the case where the Client is a partnership) any of the partners, or (iii) the Client (or one of the individuals comprising the Client if there is more than one) or (in the case where the Client is a partnership) any of the partners dies, becomes of unsound mind, becomes insane or becomes incapacitated in any way;
- (e) any distress or execution is levied or enforced upon or issued against or any encumbrancer takes possession of or a receiver, administrator, trustee, liquidator and/or manager or other similar officer is appointed over the whole or any part of the undertaking or assets of the Client;
- (f) the Client is unable to pay the Client's debts as they fall due or is bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to the Client; or any of the Client's indebtedness is not paid on the due date therefor, or becomes capable at any time of being declared due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Client Agreement are commenced for any execution, attachment, garnishment or distress against, or an encumbrancer takes possession of, the whole or any part of the Client's property, undertaking or assets (tangible and intangible);
- (g) any event equivalent to an event specified in (b), (c), (d), (e) or (f) above occurs under the laws of any other jurisdiction;
- (h) the Client or any Credit Support Provider (as defined below) (or any Custodian acting on the Client's behalf or on behalf of any Credit Support Provider) disaffirms, disclaims or repudiates any obligations under this Client Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of the Client or a third party (a "Credit Support Provider") in favour of KGI Asia supporting the Client's obligations under this Client Agreement (each a "Credit Support Document");
- (i) the Client or any Credit Support Provider fails to comply with or perform any agreement or obligation to be complied with or performed by the Client or the relevant Credit Support Provider, as the case may be, in accordance with the applicable Credit Support Document;
- (j) any Credit Support Document relating to the Client expires or ceases to be in full force and effect prior to the satisfaction of all the Client's obligations under this Client Agreement unless KGI Asia has agreed in writing that this shall not be an Event of Default;
- (k) any representation or warranty made or given or deemed made or given by the Client or any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given; or
- (l) any event referred to in paragraphs (b) to (f) or (k) of this sub-clause occurs in respect of any Credit Support Provider;

- (m) the Client (or one of the individuals comprising the Client if there is more than one) dies or becomes incapacitated;
 - (n) (if any Credit Support Provider is a partnership) any of the events referred to in paragraphs (b) to (f) or (k) of this sub-clause occurs in respect of one or more of the partners of such Credit Support Provider;
 - (o) in respect of any Transaction, the Client's failure to:
 - (i) pay any deposits, purchase price, option premium, Margins or any other sums payable to KGI Asia;
 - (ii) make or take delivery of the Securities when required under the relevant Transaction or contract; or
 - (iii) submit to KGI Asia any document under this Client Agreement where called upon to do so on a date or by the time stipulated by KGI Asia;
 - (p) any consent, authorization or board or shareholders' resolution required of the Client to enter into this Client Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
 - (q) the Client's default in the observation of any by-laws, rules and regulations of the relevant exchange and/or clearing house;
 - (r) the continued performance of this Client Agreement becomes illegal or is claimed by any relevant government or regulatory authority to be illegal;
 - (s) with respect to the Client's dealing or relationship with KGI Asia, KGI Asia forms the view in good faith that any event occurs which constitutes a material adverse change affecting the financial position or operation of the Client and action is necessary to protect, enforce or preserve KGI Asia's rights hereunder; or
 - (t) whenever KGI Asia at its absolute discretion deems that (i) a situation has arisen which makes it unlikely, in the sole opinion of KGI Asia, that the Client will be able to perform all the Client's obligations hereunder or that (ii) it is desirable or prudent for KGI Asia's own protection.
- 19.2 Without prejudice to any other right or remedy which KGI Asia may have, all the amounts owing by the Client to KGI Asia or its Affiliates together with interest shall become immediately due and payable upon the occurrence of any one or more of the Events of Default. In addition, KGI Asia in its absolute discretion shall be entitled to:
- (a) immediately close the Account(s) of the Client;
 - (b) terminate all or any part of this Client Agreement;
 - (c) cancel any or all outstanding Instructions or any other commitments made on behalf of the Client;
 - (d) without liability for any Loss that may thereby be incurred by the Client, offset or close out any or all open positions that the Client may have with KGI Asia and cancel any open orders for the purchase or sale of any Securities;
 - (e) without liability for any Loss that may thereby be incurred by the Client, offset, close out, replace or reverse any outstanding contracts entered into on behalf of or with the Client, enter into any other Transaction or take, or refrain from taking, such other action at such times and in such manner as KGI Asia considers necessary or appropriate to cover, reduce or eliminate any Loss or liability under or in respect of any contracts, positions or commitments;
 - (f) refuse to deliver or transfer any of the Securities standing to the credit of any of the Client's Accounts until such time as all obligations and liabilities owed to KGI Asia and its Affiliates by the Client have been fully discharged;
 - (g) dispose or initiate a disposal by an associated entity of KGI Asia of any of the Client's Securities or Securities collateral in settlement of any liability owed by or on behalf of the Client to KGI Asia, the associated entity or a third person;
 - (h) charge default interest at such rate as determined by KGI Asia from time to time;
 - (i) combine, consolidate and set-off any or all Account(s) of the Client in accordance with Clause 14 of this Part A of the Client Agreement; or
 - (j) sell, offset, close out, dispose of or otherwise deal with in any manner any Investment, monies, Securities, Options Contracts, or other assets or property held for or on behalf of the Client under any or all of the Account(s) of the Client maintained with KGI Asia and to apply the proceeds thereof and any monies to offset and discharge any of the obligations or liabilities owed to KGI Asia or any of its Affiliates by the Client.
- 19.3 In the event of any sale, disposal or liquidation pursuant to this Clause 19:
- (a) KGI Asia shall not be responsible for any Loss sustained or incurred by the Client if it has already used reasonable endeavours to sell or dispose of the Investments, monies, Securities or other assets or property or any part thereof at the then available market price (if any); and
 - (b) the Client undertakes to pay to KGI Asia any deficiency if the Client's net assets, net proceeds of the sale or disposal or net proceeds of liquidation shall be insufficient to cover all outstanding balances owing by the Client to KGI Asia.
- 19.4 Any proceeds realized pursuant to this Clause 19 shall be applied in the following order of priority for:
- (a) payment of all costs, charges, fees and expenses (including without limitation, legal fees, stamp duty, commission and brokerage) incurred by KGI Asia;
 - (b) payment of all interest due or outstanding; and
 - (c) payment of all monies and liabilities due, owing or incurred by the Client to KGI Asia,
- and any remaining sum shall be paid to the Client.
- 19.5 Any distribution, refund, compensation, dividends, interests or other payments which may be received or receivable by KGI Asia in respect of the Investments held under the Account(s) may be applied by KGI Asia as if they were proceeds of sale notwithstanding that the power of sale may not have arisen.
- 19.6 If the Client suffers pecuniary loss by reason of KGI Asia's default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules (Cap. 571AC of the Laws of Hong Kong) and accordingly, there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.
- 19.7 The Client undertakes to notify KGI Asia immediately in writing of the occurrence of any event which does or is likely to constitute an Event of Default (but any failure to so notify KGI Asia will not prevent an Event of Default from having occurred).
- 19.8 Clauses 19.2, 19.3, 19.4 and 19.5 of this Clause 19 shall survive termination of this Client Agreement.

20. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 20.1 The Client hereby warrants, represents, and undertakes to KGI Asia on a continuing basis that:
- (a) the Client is entering into this Client Agreement with KGI Asia as principal and is not trading on behalf of any other person (except where KGI Asia is notified in writing and such is expressly approved by KGI Asia);
 - (b) the information provided in the Account Opening Form is true and complete and the Client will notify KGI Asia in writing upon any change in the information provided in the Account Opening Form or any other information relating to the Client. Until the Client gives such written notification to KGI Asia, KGI Asia shall be entitled to rely on the information contained in the Account Opening Form. KGI Asia is hereby authorized to conduct a credit enquiry or check on the Client for the

- purpose of ascertaining the financial situation, investment objectives and other information of or relating to the Client as set out in the Account Opening Form or otherwise;
- (c) (except where KGI Asia is notified in writing and such is expressly approved by KGI Asia) the Client is the beneficial owner of the Securities, Options Contracts and other derivative products (if any) under the Account free from any lien, charge, equity or encumbrances save as created by or under this Client Agreement;
 - (d) (except where KGI Asia is notified in writing and such is expressly approved by KGI Asia) the Client is the person or entity (legal or otherwise) ultimately responsible for originating the Instructions in relation to each Transaction in the Account(s) and that stands to gain the commercial or economic benefit of each such Transaction and/or bear its commercial or economic risk;
 - (e) the Client has full power, authority and capacity to enter into and perform its obligations under this Client Agreement and if applicable, the Client has obtained all necessary corporate authorizations and consents from the shareholders and directors and has taken all necessary actions to enable the Client to enter into this Client Agreement and perform all the obligations of the Client under this Client Agreement. The Client has also obtained and will maintain in full force and effect any necessary consents, licences and authorities;
 - (f) in case of an individual, the Client is of full age and capacity and in the case of a firm or corporation, it is duly constituted and incorporated and has the power to enter into this Client Agreement and all contracts made or to be made pursuant to this Client Agreement are and will constitute legally binding and enforceable obligations of the Client;
 - (g) this Client Agreement constitutes a valid and legally binding agreement on the Client;
 - (h) the performance and obligations contained herein do not and will not:
 - (i) contravene any applicable Market Requirements to which the Client is subject or any provision of the memorandum and/or articles of association or by-laws of the Client (if applicable); or
 - (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Client is a party or is subject to or by which any of the Client's assets or property is bound;
 - (i) the Client shall not, without the prior written consent of KGI Asia, charge, pledge or allow to subsist any charge or pledge over or grant or purport to grant any option over any of the Client's Securities, Options Contracts or other derivative products or monies in the Account (save as created by or under this Client Agreement);
 - (j) the Client acknowledges and agrees that KGI Asia is not responsible for advising the Client of any disclosure obligations whether arising generally or as a result of any Securities, investment fund or other Transaction effected by KGI Asia or of any holding of Securities or otherwise by or on behalf of the Client. Such obligations of disclosure are personal obligations of the Client. KGI Asia shall not be obliged to give notice of holdings by or on behalf of the Client in any form or by any time limit save for any notice or statement to be issued by KGI Asia as expressly provided in this Client Agreement. KGI Asia shall not be liable for any Loss of the Client arising from any failure or delay by the Client or any other person to disclose interest in accordance with any applicable laws, rules and regulations and the Client shall indemnify KGI Asia and its Affiliates for any Loss arising from any such failure, delay or default which may be suffered or incurred by KGI Asia;
 - (k) the Client is not resident in a country where there is any restriction on the Client's purchase or holding of any Securities. If the Client becomes resident of such country, the Client will inform KGI Asia immediately and will if so required by KGI Asia sell or redeem any such restricted Securities, failing which KGI Asia may at its absolute discretion and is authorized but without any obligation or liability on its part to sell or redeem any such restricted Securities on behalf of the Client;
 - (l) the Client when purchasing or dealing in any Securities will ensure that the Client is not subject to, and is not acting on behalf of any person who is subject to, any prohibition against the purchase or dealing in any such Securities;
 - (m) the Client is not a citizen or resident of the U.S., nor is the Client a non-U.S. citizen with a substantial presence in the U.S. under Section 61 of the U.S. Internal Revenue Code, or if the Client is a corporate entity, its underlying shareholders are not citizens or residents of the U.S., nor are any of them non-U.S. citizens with a substantial presence in the U.S. under Section 61 of the U.S. Internal Revenue Code and the Client will give specific written notice to KGI Asia if this is not the case or upon any subsequent change to such status. The Client further undertakes to inform KGI Asia forthwith if there is any change in circumstances which, under applicable U.S. tax regulations, modifies the Client's status as a "non-U.S. person" and causes the Client to acquire the status of a "U.S. Person for Tax Purposes", or vice versa;
 - (n) the Client acknowledges it has to understand the nature and risks of the products in which it is trading and has sufficient net worth to be able to assume the relevant risks and bear the potential losses of trading in such products; and
 - (o) the Client's funds for investing in Securities in the Taiwan market are not sourced from the Mainland China or Taiwan.
- 20.2 Unless KGI Asia is specifically notified by the Client to the contrary at the time immediately before the Client places an Instruction, the Client represents and warrants to KGI Asia that the Client is not, or where the Client is a company or body corporate, neither the Client nor any relevant person related to it is not, a connected person (as defined in the Rules Governing the Listing of Securities on SEHK, the Rules Governing the Listing of Securities on the Growth Enterprise Market of SEHK or the listing rules of any relevant exchange, as the case may be) of the issuer of the Securities or the Securities underlying the Options Contract which are the subject of such Instruction.
- 20.3 The above representation, warranties and undertakings shall be deemed to be repeated immediately before each Instruction is given or executed.
- 20.4 If, in relation to any particular Transaction in the Account, the Client is not the person or entity (legal or otherwise) ultimately responsible for originating the Instruction or stands to gain its commercial or economic benefit and/or bear its commercial or economic risk, the Client undertakes and agrees to provide information on the identity, address and contact and other details of such person or entity to KGI Asia before giving the Instruction to KGI Asia. The Client also undertakes and agrees to provide such information directly to the relevant exchanges, government agencies or regulators within two business days of KGI Asia's request and such undertaking and agreement shall survive the termination of this Client Agreement.
- 20.5 Where the Client is acting as an investment manager of any collective investment scheme, discretionary account or discretionary trust, if there is any Transaction in which the investment discretion of the Client is overridden by other person(s), the Client agrees that with regard to such Transaction it will advise KGI Asia of such fact and provide information on the identity, contact and other details of such other person(s) to KGI Asia. The Client also undertakes and agrees that the Client will provide such information to KGI Asia (or directly to the relevant exchanges, government agencies or regulators) within two business days of KGI Asia's request and such undertaking and agreement shall survive the termination of this Client Agreement.

21. AEOI REQUIREMENTS AND U.S. FOREIGN ACCOUNT AND TAX COMPLIANCE ACT

- 21.1 The Client has been fully informed and has agreed to cooperate fully with and hereby gives relevant consent to KGI Asia's measures taken and to be taken in compliance with any applicable tax laws (including without limitation, the U.S. Foreign Account Tax Compliance Act ("FATCA")), the laws of Hong Kong, any relevant international treaties or intergovernmental agreements and any applicable laws, rules and regulations that require or facilitate the collection, reporting, transmission and/or automatic exchange of financial account information between different tax jurisdictions (the "AEOI Requirements"). Such measures may include without limitation a nationality and taxpayer identity investigation over

the Client or the beneficial owners of entity clients, disclosure of tax information and account information to relevant tax, governmental or other authorities (such as the Hong Kong government and the U.S. government), and tax withholding or service termination for a cause against the Client provided that the nationality and taxpayer identity investigation indicates that the relationship between the Client and KGI Asia meets certain conditions set forth in any such laws, rules, regulations, international treaties or intergovernmental agreements (such conditions may include without limitation, the Client or its beneficial owner failing to provide information necessary in the aforementioned investigation, failing to represent and warrant the truthfulness of the forms and documents or any information provided regarding the Client's or its beneficial owner's status under FATCA or the relevant AEOI Requirements, or failing to give or revoking consent to KGI Asia's disclosure of the aforementioned information to the Hong Kong government, the U.S. government and/or other relevant authorities). Client acknowledges that KGI Asia has registered with U.S. Department of the Treasury, Internal Revenue Service ("IRS") as a Foreign Financial Institution ("FFI") and, as such, KGI Asia is subject to the terms of an agreement with the IRS concerning the maintenance of KGI Asia's status as an FFI (the "FFIA"). Notwithstanding any contrary provision of this Client Agreement, the Client hereby:

- (a) agrees to provide KGI Asia with all information deemed necessary from time to time and at any time by KGI Asia, in its sole discretion and judgment, and consents to KGI Asia's disclosure of all such information to the relevant regulators, tax authorities, government or law enforcement agencies and KGI's Affiliates and agents whether in Hong Kong or any other jurisdictions outside Hong Kong for the purpose of facilitating or assisting KGI Asia in complying with any or all of its obligations under the FFIA or the relevant AEOI Requirements, as the same may be amended, modified or replaced from time to time;
- (b) waives any provision of Hong Kong law, or the law of any other jurisdiction, that would, absent such a waiver, prevent, hinder, or impede compliance with the FFIA or the relevant AEOI Requirements and further agrees, immediately upon request of KGI Asia, to execute any document presented to Client by KGI Asia evidencing such waiver;
- (c) acknowledges that if Client fails to immediately provide any such information requested by KGI Asia under this Clause 21, then Client may be liable to a withholding tax of 30% or at such other rate or percentage as may be prescribed by the relevant regulations on any payments received in the Client's Account which qualify for such withholding under FATCA and/or liable to bear any other adverse consequences;
- (d) further acknowledges that if Client fails to comply with any of its obligations under this Clause 21, then such non-compliance shall be considered an Event of Default under this Client Agreement, entitling KGI Asia to exercise any or all of its rights and remedies under Clause 19 of this Part A of the Client Agreement; and
- (e) agrees to indemnify, defend and hold KGI Asia harmless from any Loss, cost, expense, fee, fine, tax, imposition, duty or penalty imposed upon or incurred by KGI Asia relating in any manner to Client's failure to perform its obligations under this Clause 21, and further acknowledges and agrees that the terms of this indemnity shall survive the termination of this Client Agreement.

22. LIABILITIES AND INDEMNITY

- 22.1 Save where required by any applicable law or regulation otherwise, in holding or receiving Securities or any other assets or property for the Client or providing any service to the Client under this Client Agreement, neither KGI Asia nor any nominee or agent of KGI Asia shall be acting as trustee for the Client or any other person and KGI Asia shall have no trust or other obligation in respect of any defect in ownership or title of the same.
- 22.2 Without prejudice to Clause 8.18 of this Part A of the Client Agreement, KGI Asia does not guarantee gains or profitability to the Client, and shall not be liable for the management of or any loss or diminution in the value of any Securities or other financial products of a relevant Transaction.
- 22.3 KGI Asia is under no duty to examine or verify the validity of the

ownership of or title to any Securities and shall not be liable in respect of any defect in such ownership or title.

- 22.4 Where applicable, the Client shall be liable for any taxes or duties payable or to be withheld on or in respect of any Securities or other financial products or in connection with any Transactions in accordance with the maximum withholding tax rate or any other withholding tax rate as determined by KGI Asia from time to time and none of KGI Asia, any of its agents, nominees or delegates, nor any of its market information providers shall be liable for any of the foregoing. In the event that KGI Asia becomes aware or determines that any taxes or duties (or any part thereof) payable or in respect of any income, proceeds, interest or distribution which has/have already been credited to the Account shall have been withheld or paid, KGI Asia shall be authorized to collect from the Client and the Client shall agree to pay to KGI Asia such taxes or duties (or any part thereof).
- 22.5 It is the Client's sole responsibility to handle and/or fulfill any local, overseas or worldwide tax issues, liabilities and/or obligations under all applicable Market Requirements (including, without limitation, tax reporting, filing relevant tax return(s), paying any applicable tax and dealing with any application for tax reclaim arrangement) arising from or in connection with trading, holding, disposing of or otherwise dealing with Securities or investments via KGI Asia. The Client must seek independent professional advice from its own tax advisors to determine its tax position, liabilities and obligations in relation to the relevant Securities or investments. KGI Asia assumes no responsibility for advising on or handling such tax issues, liabilities and/or obligations nor will KGI Asia provide any service or assistance in this regard. In particular, the Client agrees and accepts that, unless otherwise specified by KGI Asia, in no circumstances will KGI Asia or any of its nominees, custodians and/or agents be under any obligation or responsibility to apply for, or assist in the application for, any tax reclaim arrangement that may be available to the Client. The Client agrees and accepts that neither KGI Asia nor its nominees, custodians and/or agents shall be held liable for the loss of tax reclaim arrangement or any other losses, damages, costs and/or expenses incurred or suffered by the Client in this regard. Notwithstanding the above but without prejudice to the full force of the foregoing provisions, if KGI Asia so requests at its absolute discretion, the Client shall provide information and complete, sign and file any relevant tax forms, certificates or documents which KGI Asia or any of its nominees, custodians and/or agents is or may be required by any tax or other relevant authority of any applicable jurisdiction to submit in respect of the Client in connection with any investment or Transaction made on behalf of the Client pursuant to the Terms and Conditions. The Client agrees to cooperate fully with KGI Asia, its nominees, custodians and/or agents and provide the necessary information and assistance to them or any of them for such purposes.
- 22.6 Without prejudice to Clause 8.18 of this Part A of the Client Agreement, KGI Asia shall not be liable for any Loss which may be suffered or incurred by the Client as a result of the provision of services by KGI Asia in accordance with an Instruction or in any other case unless due to the gross negligence or wilful default of KGI Asia or any other person appointed by it or their respective officers or employees.
- 22.7 Without prejudice to Clause 8.18 and Clause 22.6 of this Part A of the Client Agreement and to the fullest extent permitted by the Market Requirements, KGI Asia shall not be considered in breach of this Client Agreement if there is, and shall not be liable or have responsibility of any kind for, any Loss, cost or damage suffered or incurred by the Client as a result of any total or partial failure, interruption or delay in the performance of KGI Asia's duties and obligations in respect of the services under this Client Agreement occasioned by any act of God, fire, act of government, state, governmental or supranational body or authority or any investment exchange and/or clearing house or system, war, terrorist or military or threatened terrorist or military action, civil commotion, failure of any communication or computer system, loss, destruction or malfunction of computers, computer systems or data, unavailability of any energy source, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond KGI Asia's control, including without limitation, any change in law, any disruption to or suspension of trading in any relevant markets or any unusual market conditions.
- 22.8 The Client shall indemnify KGI Asia, its market information providers, any other person appointed by it and their respective

officers and employees against all claims, liabilities, damages, Loss, costs and expenses of any kind which may be suffered or incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the services under this Client Agreement and/or as a result of any default by the Client in the performance of its obligations under this Client Agreement (including without limitation to the generality of the foregoing, any costs and expenses incurred or actions or proceedings brought as a result of the Client failing to maintain sufficient Securities or cash in the Account) and/or the enforcement of the Terms and Conditions unless due to the gross negligence or wilful default of KGI Asia, its market information providers, any other person appointed by it or their respective officers or employees.

- 22.9 If KGI Asia receives or recovers any amount in respect of an obligation owed by the Client in a currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, the Client shall indemnify and hold KGI Asia harmless from and against any cost (including costs of conversion) and loss suffered or incurred by KGI Asia as a result of receiving such amount in a currency other than the currency in which it was due.
- 22.10 Any losses or liabilities of any kind which may be suffered or incurred by the Client in the course of any trading based on any Securities or funds which are legally due to be but not yet credited into its Account shall solely be borne by the Client, and KGI Asia shall have no liability in relation thereto.
- 22.11 So far as the applicable Market Requirements permit, KGI Asia shall in no event be liable for any Loss of the Client or anything whatsoever which may be suffered or incurred as a result of any default, insolvency, act or omission of any custodial agent or any person, firm or company through or with whom Transactions are effected for the Account.
- 22.12 The entirety of this Clause 22 shall survive the termination of this Client Agreement.

23. PRICES

- 23.1 Prices of Securities and other financial products may be provided by various market information providers. Whilst KGI Asia and its market information providers endeavour to ensure the accuracy and reliability of the prices quoted, no guarantee as to their accuracy, truth, reliability, adequacy, timeliness, sequence or completeness is given and no liability (whether in tort or contract or otherwise) is accepted for any loss or damage arising from any inaccuracies or omissions or reliance on such prices quoted. Any price of Securities or other financial products quoted by KGI Asia in response to any enquiry by the Client is for reference only and shall not be binding on KGI Asia or any of its market information providers. KGI Asia shall be entitled to act on any Instruction for the sale and purchase of any Securities or other financial products even if the price of such Securities or other financial products has altered to the disadvantage of the Client between the time of receipt of such Instruction and the time at which KGI Asia or its agent completes any such sale or purchase.
- 23.2 The Client having obtained quotes of the prices of Securities or other financial products from KGI Asia shall not:
- (a) disseminate such quotes (or any part thereof) to any other person;
 - (b) use or permit the use of such quotes (or any part thereof) for any illegal purpose;
 - (c) use such quotes (or any part thereof) other than for the Client's own personal use; or
 - (d) use such quotes (or any part thereof) in relation to any trading or dealing of Securities or other financial products otherwise than through KGI Asia.

24. AMENDMENT AND TERMINATION

- 24.1 KGI Asia may from time to time, at its absolute discretion, amend or supplement (whether by the addition of schedules to this Client Agreement or otherwise) any of the terms and conditions of this Client Agreement by notifying the Client in any manner provided in Clause 15 of this Part A of the Client Agreement. If the Client does not accept the same, the Client may terminate this Client Agreement by notifying KGI Asia in writing within fourteen (14)

business days from the date of Client's receipt or deemed receipt of the relevant notice in accordance with Clause 15 of this Part A of the Client Agreement, whichever is the earlier notice. If the Client does not terminate this Client Agreement within such time or if the Client continues to operate the Account(s) after receipt or deemed receipt of the relevant notice, whichever is the earlier notice, the Client shall be deemed to have accepted such amendments or supplements and shall continue to be bound by this Client Agreement as so amended or supplemented from time to time.

- 24.2 The amendments or supplements mentioned in the above Clause 24.1 of this Part A of the Client Agreement, shall take effect on the date stated in the relevant notice.
- 24.3 This Client Agreement may be terminated by either KGI Asia or the Client at any time by giving not less than one month's prior written notice of termination to the other, except that however, the Client shall have no right to terminate this Client Agreement if the Client has open positions or outstanding liabilities or obligations.
- 24.4 However, KGI Asia may terminate this Client Agreement forthwith at any time without any prior notice to the Client if:
- (a) the Client breaches or fails to comply with any provision of this Client Agreement;
 - (b) an Event of Default occurs;
 - (c) there is any dispute or proceedings between any of the persons making up the Client where there is more than one; or
 - (d) any other matter or event including any regulatory requirement which in the opinion of KGI Asia renders termination hereof necessary or advisable in the interest of KGI Asia.
- 24.5 If this Client Agreement is terminated by KGI Asia in accordance with Clause 24.4 of this Part A of the Client Agreement, the rights KGI Asia is entitled to under Clauses 19.2, 19.3, 19.4 and 19.5 of this Part A of the Client Agreement shall apply.
- 24.6 Upon termination of this Client Agreement, the Client will have to immediately pay to KGI Asia any and all amounts due or owing to it. On the other hand, any interest previously agreed to be payable to the Client (if any) on any credit amount held under the Client's Account shall thereupon cease to be payable to the Client.
- 24.7 In case of any cash or Securities balances in the Client's Account upon termination of this Client Agreement, the Client agrees to withdraw such balances within 7 days from the date of such termination. If the Client does not do so, it agrees that KGI Asia may on the Client's behalf and without any responsibility for any loss or consequence whatsoever on its part sell or dispose of the Client's Securities in the market or in such other manner and at such time and price as KGI Asia may reasonably determine and send to the Client at its sole risk a crossed cheque representing the total amount of any net sale proceeds and credit balances (if any) in the Account at the last known address of the Client or return to the Client such total amount (if any) in such other manner as KGI Asia may consider appropriate.
- 24.8 Any termination of this Client Agreement shall not affect any Transaction entered into, or prejudice or affect any right, power, duty and obligation of either KGI Asia or the Client accrued prior to such termination.
- 24.9 The provisions of this Client Agreement which, by their nature, survive any termination of this Client Agreement shall survive and remain in full force and effect notwithstanding any such termination.

25. FURTHER ASSURANCE

- 25.1 The Client undertakes with KGI Asia to do and execute any act, deed, document or thing which KGI Asia may require the Client to do in connection with the implementation, execution and enforcement of any of the Terms and Conditions and any rights and powers conferred by this Client Agreement. The Client irrevocably authorizes KGI Asia to do and execute all such acts, deeds, documents or things on behalf of the Client as KGI Asia considers necessary or desirable in connection with such implementation, execution and enforcement, and agrees to ratify

or confirm all such acts, deeds, documents or things done by KGI Asia acting lawfully and in good faith.

26. SEVERABILITY

- 26.1 Each of the provisions of this Client Agreement is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way. In the event that any provision would be invalid if part of the wordings thereof were not deleted, the provision shall apply as if the relevant wordings were deleted.

27. ASSIGNMENT

- 27.1 The Client shall not assign all or any of the Client's rights or obligations hereunder to any third party except with the prior written consent of KGI Asia. KGI Asia shall be entitled at any time to assign all or any of its rights and obligations hereunder to any third party without having to notify the Client or obtain the Client's prior consent (whether oral or written).
- 27.2 Subject to Clause 27.1 of this Part A of the Client Agreement, this Client Agreement shall enure to the benefit of and bind KGI Asia and its successors and assignees whether by merger, consolidation or otherwise as well as the heirs, executors, administrators, legatees, successors, personal representatives and permitted assignees of the Client.

28. GENERAL

- 28.1 The Client hereby confirms that it has received and read this Client Agreement in a language of its choice (English or Chinese) and that it fully understands and accepts the terms and conditions set out in this Client Agreement. This Client Agreement may be translated into any other language but in the event of any conflict arising from such translation, the English version shall prevail.
- 28.2 Whenever KGI Asia deals with the Client, it will always be on the basis that only the Client is KGI Asia's client and is acting as principal in all respects and so, if the Client acts on behalf of another person, whether or not the Client identifies such other person to KGI Asia, such other person will not be KGI Asia's client and KGI Asia does not and will not have or accept in any circumstances whatsoever any responsibility towards any person on whose behalf the Client may act and the Client hereby acknowledges and agrees that the Client shall be solely responsible for settling all liabilities resulting from transactions effected pursuant to and in accordance with this Client Agreement in connection with or on behalf of any such person.
- 28.3 Whilst the Client expects KGI Asia to keep confidential information relating to the Client and the Account(s), the Client hereby expressly agrees that KGI Asia is authorized to disclose or transfer such information to the relevant exchanges, securities regulators, tax authorities, government or law enforcement agencies or to any persons whether in Hong Kong or any other jurisdictions outside Hong Kong as may be required under any court orders, Market Requirements or other commitments binding on KGI Asia without further consent from or notification to the Client.
- 28.4 The Client shall ensure that all information provided by the Client to KGI Asia from time to time shall be true, complete and accurate and not misleading. The Client undertakes to inform KGI Asia promptly in writing if any such information is changed or becomes untrue, incomplete, inaccurate or misleading. The Client further undertakes to respond promptly to any request from KGI Asia for provision of information relating to the Client or the Account(s).
- 28.5 Where any information provided by the Client to KGI Asia relates to any third parties, the Client confirms that such third parties whose information has been provided to KGI Asia have been notified of and consented to the disclosure or transfer of their information by KGI Asia in the manner described in Clause 28.3 above.
- 28.6 Where the Client fails to provide any information reasonably requested by KGI Asia or the Client and/or the relevant third parties withhold or withdraw any consent that KGI Asia needs to disclose or transfer the information in the manner described in Clause 28.3 above, KGI Asia may be unable to provide any new or continue to provide all or part of the services to the Client and

reserves the right to terminate the relationship with the Client. In addition, if the Client fails to supply promptly the documentation and information relating to Client's or any relevant third party's tax status/residency as may be reasonably requested by KGI Asia, KGI Asia may make its own judgment with respect to the Client's or the relevant third party's tax status/residency including whether the Client or the relevant third party is reportable to any tax authority whether in Hong Kong or in any other jurisdictions outside Hong Kong.

- 28.7 Time shall in all respects be of the essence in the performance of all of the Client's obligations under this Client Agreement.
- 28.8 A failure or delay in exercising any right, power or privilege in respect of this Client Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege.
- 28.9 No prior demand or call of any kind from KGI Asia, or any prior notice from KGI Asia of any liquidation or closing out of all or any positions in the Account shall be considered a waiver of KGI Asia's right to exercise such liquidation or closing out, or deal in any Securities or Options Contracts, or enforce or realize any relevant collateral or security without demand or notice as herein provided.
- 28.10 A person who is not a party to this Client Agreement (except any successor(s) and assignee(s) of KGI Asia) has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Client Agreement, save that any Affiliate of KGI Asia shall have the benefit of rights conferred on such Affiliate by this Client Agreement. The consent of any such Affiliate or any other third party shall not be required for any amendment, variation or termination of this Client Agreement.

29. GOVERNING LAW AND INTERPRETATION

- 29.1 This Client Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong and its provisions shall be continuous and shall cover individually and collectively all Account(s) which the Client may open, maintain or re-open with KGI Asia, and shall enure to the benefit of, and bind KGI Asia, KGI Asia's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors, personal representatives and permitted assigns of the Client.
- 29.2 Subject to the below Clause 30 of this Part A of the Client Agreement, the Client irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts in the event of any suit, action or proceedings arising out of or relating to this Client Agreement. Such submission shall not prejudice KGI Asia's right to commence actions against the Client in any other court of competent jurisdiction.

30. ARBITRATION

- 30.1 At the sole option of KGI Asia and at its absolute discretion, any dispute, controversy, difference or claim arising out of or relating to this Client Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force at the time when KGI Asia notifies the Client that the relevant dispute, controversy, difference or claim shall be settled by arbitration as may be amended by the rest of this Clause 30.1. The appointing authority shall be HKIAC. The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English. Notwithstanding the above, where the Client is an eligible claimant, the Client shall be able to elect for any such disputes to be managed and resolved under the Financial Dispute Resolution Scheme administered by the Financial Dispute Resolution Centre.

PART B

SCHEDULE 1: ADDITIONAL TERMS AND CONDITIONS FOR SECURITIES MARGIN FINANCING

1. APPLICATION OF THE ADDITIONAL TERMS

1.1 This Schedule is supplemental to the Client Agreement and applicable to any Securities trading account(s) for which the Client has applied for any Margin Financing Facilities (the “**Securities Margin Account**”) and KGI Asia has agreed to grant to the Client such facilities and if so applicable shall form an integral part of the Client Agreement. This Schedule shall be read jointly with Part A and the other Parts and Schedules of this Client Agreement in so far as they are applicable. In the event of any conflict between the provisions of this Schedule and the other parts of this Client Agreement in relation to the subject matter of this Schedule, the provisions of this Schedule shall prevail. The Client is reminded to read this Schedule carefully and thoroughly. If the Client has any doubt, the Client should seek independent legal and/or other professional advice.

2. SECURITIES MARGIN TRADING AGREEMENT

2.1 The Margin Financing Facilities are extended to the Client in accordance with the provisions set out in this Schedule, any facility letter or terms notice from KGI Asia to the Client and such other conditions as may be specified by KGI Asia from time to time (“**Margin Financing Terms**”).

3. MARGIN FINANCING FACILITIES

- 3.1 The facility limit of the Margin Financing Facilities shall be such amount as advised by KGI Asia to the Client from time to time.
- 3.2 KGI Asia will only provide Margin Financing Facilities to the Client in order to facilitate acquisitions or holdings of Securities by KGI Asia for the Client and the Client may not withdraw funds under any such facility for any other purpose.
- 3.3 KGI Asia shall be entitled, at its absolute discretion at any time by notice to the Client, to increase or decrease the facility limit of the Margin Financing Facilities, to cancel or terminate the Margin Financing Facilities, to refuse to make any advance under the Margin Financing Facilities (whether or not its facility limit has been exceeded) or to demand immediate payment of all or any moneys and sums, whether principal, interest or otherwise, then owing in respect of the Margin Financing Facilities or otherwise under this Client Agreement.
- 3.4 KGI Asia is hereby authorized to draw on the Margin Financing Facilities to settle any amount due to KGI Asia in respect of the Client’s acquisitions or holdings of Securities or payment of any commission or other costs, fees and expenses owing to KGI Asia.

4. MARGIN CALL

- 4.1 The Client hereby covenants with KGI Asia that the Client shall at all times maintain (i) the Margin and (ii) the Margin Percentage to such level as determined by KGI Asia to be satisfactory.
- 4.2 The Client shall on demand from KGI Asia make payments or deposits of additional Margin in such amount and in such form into a designated account and within such time limit as specified by KGI Asia, as KGI Asia in its absolute discretion determines necessary to provide adequate security in respect of the Margin Percentage and the Margin Financing Facilities (“**Margin Call(s)**”). Payment of Margin Calls must be effected in cleared funds or by deposit of Securities and/or other assets which the Client has good and free unencumbered titles as specified by KGI Asia and unless the Margin Call is fully satisfied within the time specified, KGI Asia shall be entitled, at its absolute discretion, to refuse to accept any Instruction and shall not be liable to the Client for any Loss whatsoever arising out of or in connection with its not accepting or acting on any Instruction.
- 4.3 Notwithstanding paragraph 4.2 of this Schedule, KGI Asia has no obligation to notify the Client of the Client’s failure to maintain the required Margin or meet the Margin requirements.

4.4 In the event that it is, in the sole opinion of KGI Asia, impracticable for KGI Asia to make Margin Calls pursuant to paragraph 4.2 of this Schedule, including but not limited to, if the impracticability is due to a change or development:

- (a) involving a prospective change in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of KGI Asia likely to result in a material or adverse fluctuation in the stock market and/or currency market in Hong Kong or elsewhere; or
- (b) which will or may materially and adversely affect the financial condition or operations of the Client,

KGI Asia shall be deemed to have made Margin Calls for such form and/or amounts as KGI Asia may determine and such additional Margin shall become immediately due and payable by the Client.

4.5 Where the Client fails to maintain the required Margin or meet Margin Calls made by KGI Asia or the Margin Financing Facilities is terminated or cancelled by KGI Asia, KGI Asia may, without demand, notice, legal process or other action terminate the Margin Financing Facilities and/or cancel or modify any outstanding Instructions and/or sell, realise, redeem, liquidate or otherwise dispose of, as appropriate, such of the Securities in the Account or any part thereof at the relevant market or by private contract, and on such terms as KGI Asia in its absolute discretion thinks fit, free from all trusts, claims, rights of redemption and equity of the Client.

4.6 Any proceeds resulting from such sale, realisation, redemption, liquidation or disposal shall be applied in such order as KGI Asia may select until the outstanding balances owing to KGI Asia is satisfied in full or the required Margin is maintained. In normal circumstances, KGI Asia will only sell, realise, redeem, liquidate or dispose of such quantity of the Securities required to achieve the aforesaid requirement. Nevertheless, KGI Asia shall have no responsibility, liability or obligation to the Client if it has sold, realised, redeemed, liquidated or disposed of more quantity of Securities than is necessary to satisfy such requirement. The Client shall not have any right or claim against KGI Asia in respect of any Loss arising out of any such sale, realisation, redemption, liquidation or disposal or proposed sale, realisation, redemption, liquidation or disposal, howsoever such Loss may have been caused, and whether or not a better price could or might have been obtained by either deferring or advancing the date or time of such sale, realisation, redemption, liquidation or disposal or otherwise.

4.7 The Client undertakes to indemnify and keep indemnified KGI Asia and its officers, employees and agents for any Loss, costs, claim, liability or expense arising out of or connected with any breach by the Client of its obligations under this Client Agreement including but not limited to any fees and costs reasonably and necessary incurred by KGI Asia.

5. CHARGE

- 5.1 The Client hereby, as beneficial owner, charges in favour of KGI Asia and each of its Affiliates by way of first fixed charge all the Client’s respective rights, title, benefits and interests in and to any and all monies, Securities, Options Contracts and other assets or property whatsoever which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by or under the order or control of (a) KGI Asia or any of its Affiliates or nominees, and (b) any other person in circumstances where KGI Asia or any of its Affiliates has any right, title or interest in respect of the same (in each case, whether for security, safe custody, collection or otherwise).
- 5.2 The assets or property as referred to in paragraph 5.1 of this Schedule will include without limitation those monies and Securities that come into the possession, custody or control of KGI

Asia or its Affiliates from time to time for any purpose including any additional or substituted Securities and all dividends or interest paid or payable, rights, interest, moneys, assets or property accruing or offering at any time by way of redemption bonus, preference, option or otherwise on or in respect of any such Securities or additional or substituted Securities (collectively called the "Charged Property") as a continuing security (the "Charge") for the payment and satisfaction on demand of all monies and liabilities (whether absolute or contingent) and performance of all obligations which are now or at any time hereafter may be due, owing or incurred from or by the Client to KGI Asia or any of its Affiliates, or for which the Client may become liable to KGI Asia or any of its Affiliates on any account or in any manner (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of KGI Asia or its relevant Affiliate.

- 5.3 The Charge shall be a continuing security in spite of any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to KGI Asia and/or its Affiliates and notwithstanding the closing of any of the Client's Accounts with KGI Asia and any subsequent opening or reopening of any Account by the Client either alone or jointly with others or the death of the Client, shall extend to cover all or any sum of money which shall for the time being constitute the balance due from the Client to KGI Asia or its Affiliates on any account or otherwise.
- 5.4 Upon irrevocable and full payment of all sums which may be or become payable by the Client under this Client Agreement, KGI Asia may at the Client's request and expense, release to the Client all right, title and interest of KGI Asia in the Charged Property and may also give such directions to the Client in order to perfect such release.
- 5.5 Prior to the enforcement of the Charge, KGI Asia shall be entitled without notice to the Client, to exercise any voting rights and other rights relating to the Charged Property to protect the value of the Charged Property. Unless otherwise provided herein, the Client may direct the exercise of other rights attaching to, or connected with, the Charged Property, but not in any manner which is inconsistent with the Client's obligations under this Client Agreement, or which in any way may prejudice KGI Asia's rights in relation to the Charged Property.
- 5.6 In case of any sale by KGI Asia pursuant to this Client Agreement, the Client agrees that any Charged Property shall be sold or disposed of at the absolute discretion of KGI Asia and upon any sale or disposal by KGI Asia, a declaration made by an authorized officer of KGI Asia that the power of sale or disposal has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person deriving title to any of the Charged Property under the sale or disposal and no person dealing with KGI Asia or its nominees shall be concerned to inquire into the circumstances of the sale or disposal. The Client hereby agrees to accept and be bound by such Transactions.
- 5.7 Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured shall be affected in any way by:
- any other security, guarantee or indemnity now or hereafter held by KGI Asia or its Affiliates under or in respect of the Margin Financing Terms or any other liabilities;
 - any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);
 - the enforcement or absence of enforcement or release by KGI Asia or its Affiliate of any security, guarantee or indemnity or other document (including the Charge);
 - any time, indulgence, waiver or consent given to the Client or any other person whether by KGI Asia or any of its Affiliates;
 - the making or absence of making any demand for payment of any sum payable under this Client Agreement on the Client whether by KGI Asia or any other person;
 - the insolvency, bankruptcy, death or insanity of the Client;

- any amalgamation, merger or reconstruction that may be effected by KGI Asia with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of KGI Asia to any other person;
 - the existence of any claim, set-off or other right which the Client may have at any time against KGI Asia or any other person;
 - any arrangement or compromise entered into by KGI Asia with the Client or any other person;
 - the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Margin Financing Facilities or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
 - any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or
 - any act, omission or neglect by KGI Asia or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under this Client Agreement.
- 5.8 Where there exists any indebtedness to KGI Asia on the Client's part, KGI Asia shall have the right at any time and from time to time to refuse any withdrawal of any or all of the monies and/or Securities in the Client's Account and the Client shall not, unless prior written consent of KGI Asia is obtained, be entitled to withdraw any monies and/or Securities in part or in whole from the Account.
- 5.9 The Client by way of security hereby irrevocably instructs and appoints KGI Asia to be the Client's lawful attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be necessary for carrying out any obligation imposed on the Client by or pursuant to this Client Agreement and generally for enabling KGI Asia to exercise the respective rights and powers conferred on it by or pursuant to this Client Agreement or by law including but not limited to:
- to charge on any other security, guarantee or indemnity now or hereafter held by KGI Asia or its Affiliate in respect of this Client Agreement or any other liabilities;
 - to execute any transfer or assurance in respect of any of the Charged Property;
 - to perfect its title to any of the Charged Property;
 - to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Charged Property;
 - to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Charged Property; and
 - generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security create herein.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Client hereby represents and warrants to KGI Asia that:
- the Client has read the risk disclosure statements provided by KGI Asia set out in the Account Opening Form on the application for opening of the Account(s) and understands and accepts them fully;

- (b) the Client is the sole beneficial owner (or where the Client constitutes more than one person, such persons are the only beneficial owners) of any and all Securities, funds and other assets or property in the Account(s) and has good title to all Charged Property deposited with KGI Asia or which it has instructed KGI Asia to deal on the Client's behalf free from encumbrances or any third party interest;
- (c) the Client has and will maintain beneficial ownership of the Charged Property free from encumbrances or any third party interest (except in favour of KGI Asia); and
- (d) the security to KGI Asia under paragraph 5 of this Schedule constitutes and will continue to constitute the valid and legally binding obligations of the Client enforceable in accordance with its terms.

6.2 The Client hereby undertakes and agrees that the Client shall:

- (a) not create or permit to arise any encumbrance or third party rights over any Charged Property or purport so to do, except in KGI Asia's favour;
- (b) obtain and maintain in full force and effect all governmental and other approvals, authorizations, licences and consents required in connection with the security to or in favour of KGI Asia under paragraph 5 of this Schedule and to do or cause to be done all other acts and things necessary or desirable for the performance of all the obligations of the Client pursuant to this Client Agreement, or for ratifying or confirming anything done by KGI Asia in the performance of its duties and/or exercise of its rights or powers hereunder.

7. CLIENT AUTHORIZATION

- 7.1 Subject to any applicable Market Requirements and without prejudice to the other authorities conferred upon KGI Asia under this Client Agreement and any other rights and powers available to KGI Asia and in each case as a transaction independent of any other transaction entered into between KGI Asia and the Client or by KGI Asia on the Client's behalf, KGI Asia is authorized on the Client's behalf to part with possession and/or control of all or any Securities or Securities collateral received or held by KGI Asia or its nominees for or on behalf of the Client and in connection therewith to lend, sell, deposit, charge and re-charge all or any such Securities or Securities collateral in each case in accordance with any applicable Market Requirements and any authorization given by the Client to KGI Asia from time to time. Subject to any applicable Market Requirements, including without limitation, the Client Securities Rules, the Client hereby authorizes KGI Asia or an associated entity of KGI Asia to:
- (a) apply any of the Client's Securities or Securities collateral pursuant to a securities borrowing and lending agreement;

- (b) deposit any of the Client's Securities collateral with an authorized financial institution as collateral for financial accommodation provided to KGI Asia;
- (c) deposit any of the Client's 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 KGI Asia's settlement obligations and liabilities; or
- (d) to treat and deal with the Client's Securities or Securities collateral in such manner as KGI Asia or the associated entity considers appropriate taking into account any applicable Market Requirements.

7.2 The Client acknowledges that KGI Asia has informed the Client that it has the practice of pledging securities collateral of its clients and agrees that with the Client's authority contained in paragraph 7.1 above of this Schedule and any other authorizations which the Client may give to KGI Asia or its associated entity and without prejudice to any other rights and powers available to KGI Asia or its associated entity but subject to the applicable Market Requirements, KGI Asia or its associated entity shall be at liberty to deal with the Client's Securities or Securities collateral in accordance with such authorizations or in any manner permitted by applicable Market Requirements and each of KGI Asia and its associated entities shall be entitled to receive and retain for its own benefit and not be accountable to the Client for any remuneration, income, rebates or other benefits resulting from any dealing with the Client's Securities or Securities collateral. A third party may have right to the Client's Securities or Securities collateral which KGI Asia or its associated entity (as the case may be) must satisfy before returning the same to the Client. This may increase the risk of the Client's Securities or Securities collateral, which the Client is prepared to accept.

7.3 Without prejudice to any of KGI Asia's accrued rights and claims under the Terms and Conditions, where KGI Asia has cancelled or terminated the Margin Financing Facilities, KGI Asia may in its absolute discretion close the related Securities Margin Account of the Client and continue such account as a Securities cash account, and thereafter, the Terms and Conditions (as amended and/or supplemented from time to time) excluding this Schedule shall apply to all Securities trading and related services of such account.

8. INTEREST

8.1 The Client shall pay to KGI Asia interest on the Outstanding Amount at the interest rate advised by KGI Asia to the Client from time to time. Such interest shall accrue on a daily basis from the date of advance on, unless stated otherwise, a 365 day basis and shall be added to and form part of the Outstanding Amount from time to time and debited to the Account in arrears on a monthly basis.

SCHEDULE 2: ADDITIONAL TERMS AND CONDITIONS FOR STOCK OPTIONS ACCOUNT

1. APPLICATION OF THE ADDITIONAL TERMS

- 1.1 This Schedule is supplemental to the Client Agreement and applicable to any Securities trading account(s) for which the Client has applied for trading in Options Contracts relating to transactions of any Exchange Traded Options Business (the “**Stock Options Account**”) and under which KGI Asia has agreed to allow the Client to conduct such trading and if so applicable shall form an integral part of the Client Agreement. This Schedule shall be read jointly with Part A and the other Parts and Schedules of the Client Agreement in so far as they are applicable. In the event of any conflict between the provisions of this Schedule and the other parts of this Client Agreement in relation to the subject matter of this Schedule, the provisions of this Schedule shall prevail. The Client is reminded to read this Schedule carefully and thoroughly. If the Client has any doubt, the Client should seek independent legal and/or other professional advice.
- 1.2 Unless otherwise specified or the context otherwise requires, terms and expressions defined in the rules (including the Options Trading Rules and the Operational Trading Procedures for Options Trading Exchange Participants) of SEHK and the rules (including the Options Clearing Rules and the Operational Clearing Procedures for Options Trading Exchange Participants) of SEOCH shall have the same meanings when used in this Schedule.
- 1.3 The Client hereby expressly agrees that KGI Asia may, if requested by any Affiliate of KGI Asia with which the Client has an outstanding account, provide to such Affiliate the name of the Client and details of all of the SEOCH collateral and Securities held by KGI Asia for and on behalf of the Client.

2. THE ACCOUNT

- 2.1 In accordance with the Instructions from the Client or an Authorized Person, KGI Asia is authorized to transact Exchange Traded Options Business for the Client’s account.
- 2.2 KGI Asia will keep information relating to the Client’s Stock Options Account confidential, but may provide any such information to the SFC, SEHK, Hong Kong Exchanges and Clearing Limited and other relevant tax or regulatory authorities to comply with their requirements or requests for information.
- 2.3 The Client confirms that:
- the Client’s Stock Options Account is operated solely for the Client’s account and benefit, and not for the account or benefit of any other person; or
 - the Client has disclosed to KGI Asia in writing the name(s) of the person(s) for whose benefit the Stock Options Account is being operated; or
 - the Client has requested KGI Asia to operate the Stock Options Account as an Omnibus Account, and will immediately notify KGI Asia, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.
- 2.4 The Client confirms that he is not employed by any other Options Exchange Participant of the Exchange, and no employee of any other Options Exchange Participant will have a beneficial interest in the Account.

3. APPLICABLE LAWS AND RULES

- 3.1 All Exchange Traded Options Business under the Stock Options Account shall be effected in accordance with all laws, rules and regulatory directions (the “**Rules**”) applying to KGI Asia, which include the Options Trading Rules of SEHK, the Clearing Rules of SEOCH and the rules of HKSCC; and in particular, SEOCH has authority under the Rules to make adjustments to the terms of Contracts, and KGI Asia should notify the Client of any such adjustments which affect Client Contracts to which the Client is

a party, and all actions taken by KGI Asia, by SEHK, by SEOCH or by HKSCC in accordance with such Rules shall be binding on the Client.

- 3.2 The Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between KGI Asia and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

4. MARGIN REQUIREMENT

- 4.1 The Client agrees to provide KGI Asia with Margin as may be agreed from time to time, as security for the Client’s obligations to KGI Asia under this Client Agreement; such Margin shall be paid or delivered as demanded by KGI Asia from time to time; and the amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of the Client’s open positions and delivery obligations, and further Margin may be required to reflect changes in market value.
- 4.2 If KGI Asia accepts Securities by way of Margin, the Client will on request provide KGI Asia with such authority as KGI Asia may require under the Rules to authorize KGI Asia to deliver such Securities, directly or through another Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from the Client’s Instructions to KGI Asia; and KGI Asia does not have any further authority from the Client to borrow or lend the Client’s Securities or otherwise part with possession (except to the Client or on the Client’s Instructions) of any of the Client’s Securities for any other purpose.

5. CLIENT DEFAULT

- 5.1 If the Client fails to comply with any of the Client’s obligations and/or to meet the Client’s liabilities under this Client Agreement including this Schedule, including without limitation failure to provide Margin, without prejudice to any other rights KGI Asia may have, KGI Asia shall have the right to:
- decline to accept further Instructions from the Client in respect of Exchange Traded Options Business;
 - offset, close out and/or cancel some or all of the Client’s Client Contracts with KGI Asia;
 - enter into any Contracts, or into any transactions in Securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which KGI Asia is exposed in relation to the Client’s failure or default; and/or
 - dispose of any or all of the Margin, and apply the proceeds thereof to discharge the Client’s liabilities to KGI Asia,

and any proceeds remaining after discharge of all the Client’s liabilities to KGI Asia should be paid to the Client.

6. CONTRACTS

- 6.1 Subject to the applicable Market Requirements and without prejudice to any other rights and remedies available to KGI Asia, KGI Asia may, at its absolute discretion, refuse to carry out any Instruction of the Client or place limits on the open positions or delivery obligations that the Client may have or the open positions that may be exercised by the Client at any time.
- 6.2 The Client acknowledges that:
- KGI Asia may be required to offset or close out Client Contracts to comply with position limits imposed by SEHK; and
 - if KGI Asia goes into default, the default procedures of SEHK

may result in Client Contracts being closed out, or replaced by Client Contracts between the Client and another Options Exchange Participant.

- 6.3 On exercise of a Client Contract by or against the Client, the Client will perform the Client's delivery obligations under the relevant contract, in accordance with the Standard Contract and as the Client has been notified by KGI Asia.
- 6.4 At the Client's request, KGI Asia may agree to the Client Contracts between KGI Asia and the Client being replaced, in accordance with the Rules, by Client Contracts between the Client and another Options Exchange Participant.
- 6.5 The Client acknowledges that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SECH from time to time and that the Client may instruct KGI Asia to override an "automatically generated exercise instruction" aforesaid before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SECH as amended from time to time.
- 6.6 In respect of all Contracts effected on the Client's Instructions, the Client will pay KGI Asia, within the time period notified by KGI Asia, Premium, KGI Asia's commission and any other charges, and applicable levies imposed by SEHK, as have been notified to the Client; and KGI Asia may deduct such Premium, commissions, charges and levies from the Stock Options Account.
- 6.7 The Client agrees to pay interest on all overdue balances (including interest arising after a judgement debt is obtained against the Client) at such rates and on such other terms as KGI Asia has notified to the Client from time to time.

7. CLIENT AUTHORIZATION

- 7.1 Subject to any applicable Market Requirements and without prejudice to the other authorities conferred upon KGI Asia under this Client Agreement and any other rights and powers available to KGI Asia and in each case as a transaction independent of any other transaction entered into between KGI Asia and the Client or by KGI Asia on the Client's behalf, KGI Asia is authorized on the Client's behalf to part with possession and/or control of all or any Securities or Securities collateral received or held by KGI Asia or its nominees for or on behalf of the Client and in connection therewith to lend, sell, deposit, charge and re-charge all or any such Securities or Securities collateral in each case in accordance with any applicable Market Requirements and any authorization given by the Client to KGI Asia from time to time. Subject to any applicable Market Requirements, including without limitation, the Client Securities Rules, the Client hereby authorizes KGI Asia or an associated entity of KGI Asia to:
 - (a) apply any of the Client's Securities or Securities collateral pursuant to a securities borrowing and lending agreement;
 - (b) deposit any of the Client's Securities collateral with an authorized financial institution as collateral for financial accommodation provided to KGI Asia;

- (c) deposit any of the Client's Securities collateral with a clearing house recognized by the SFC or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of KGI Asia's settlement obligations and liabilities; or

- (d) to treat and deal with the Client's Securities or Securities collateral in such manner as KGI Asia or the associated entity considers appropriate taking into account any applicable Market Requirements.

- 7.2 The Client agrees that with the Client's authority contained in paragraph 7.1 above of this Schedule and any other authorizations which the Client may give to KGI Asia or its associated entity and without prejudice to any other rights and powers available to KGI Asia or its associated entity but subject to the applicable Market Requirements, KGI Asia or its associated entity shall be at liberty to deal with the Client's Securities or Securities collateral in accordance with such authorizations or in any manner permitted by applicable Market Requirements and each of KGI Asia and its associated entities shall be entitled to receive and retain for its own benefit and not be accountable to the Client for any remuneration, income, rebates or other benefits resulting from any dealing with the Client's Securities or Securities collateral. A third party may have right to the Client's Securities or Securities collateral which KGI Asia or its associated entity (as the case may be) must satisfy before returning the same to the Client. This may increase the risk of the Client's Securities or Securities collateral, which the Client is prepared to accept.

8. GENERAL

- 8.1 The Client acknowledges that although all Options Contracts relating to transactions of Exchange Traded Options Business are to be executed on SEHK, the Client and KGI Asia shall contract as principals under Client Contracts.
- 8.2 KGI Asia agrees to provide the Client, upon request, with the product specifications for such Options Contracts.
- 8.3 If KGI Asia fails to meet its obligations to the Client pursuant to this Client Agreement including this Schedule, the Client shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time.
- 8.4 KGI Asia will notify the Client of material changes in respect of KGI Asia's business which may affect the services KGI Asia provides to the Client.
- 8.5 The Client acknowledges that KGI Asia has provided to the Client the category of Options Exchange participation under which it is registered and the full name and contact details of the Options Officer or Options Representative who will be primarily responsible for the Client's affair.
- 8.6 The Client confirms that the Client has read and agrees to the terms of this Client Agreement including this Schedule, which have been explained to the Client in a language that the Client prefers.

SCHEDULE 3: TERMS FOR MARKET DATA SERVICE

1. INTRODUCTION

1.1 This Schedule is supplemental to the Client Agreement and applicable to the Client where the Client is allowed to access or receive the Service (as defined below) and if so applicable shall form an integral part of the Client Agreement. This Schedule shall be read jointly with Part A and the other Parts and Schedules of this Client Agreement in so far as they are applicable. In the event of any conflict between the provisions of this Schedule and the other parts of this Client Agreement in relation to the subject matter of this Schedule, the provisions of this Schedule shall prevail. The Client is reminded to read this Schedule carefully and thoroughly. If the Client has any doubt, the Client should seek independent legal and/or other professional advice.

1.2 Definitions

In this Schedule, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Content**" includes without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Service;

"**EasyQuotes**" means the market data or information service (provided at a fee determined by KGI Asia from time to time) under which certain market quotes, prices or information is displayed or provided in response to each request but which said display or provision will not be updated until there is another request;

"**Fees**" means any subscription fee(s) (including fee for any basic service and fees for any optional services, where applicable) which is payable for such amount(s) or at such rate(s) and upon KGI Asia's demand or by such time as may be determined by KGI Asia from time to time by the Subscriber associated with the Subscriber's use of and/or access to the Service together with such other third party charges, access fees and other fees and charges as may be charged by KGI Asia from time to time, and whether or not as agent, for the Subscriber's use of and/or access to the Service (and any other person's use of and/or access to the Service where such person was able to access or receive the Service by using the Login User ID and Password) and/or the online or electronic delivery of Content to the Subscriber for the period of the Subscription Period;

"**Login User ID and Password**" means any unique personal identifier issued by KGI Asia to the Subscriber for gaining access to or receiving the Service;

"**QuoteWizard**" means the market data or information service (provided at a fee determined by KGI Asia from time to time) under which certain market quotes or prices, market news, charts, global indices of major markets, currency exchange rates, stock rankings based on specific criteria, buying and selling brokers numbers and/or financial data on companies are displayed or provided and which said display or provision may be updated continually with the latest information. Such service may in general also give the Subscriber unlimited number of price quotes when using the phone or other specified communication channel;

"**Renewal Date**" means the date immediately after the last day of a Subscription Period;

"**Service**" means the online or other electronic service as part of the QuoteWizard or EasyQuotes service and/or any similar or other market data or information service (including any basic and/or optional service) provided by KGI Asia which the Subscriber wishes or is allowed to access or receive via the Internet, the World Wide Web, the phone and/or other electronic communication channel;

"**Sources**" means all Content suppliers including but not limited to HKEX Information Services Limited, The Stock Exchange of Hong Kong Limited, any other exchanges and their respective relevant Affiliates and data providers whose Content is contained within the Service;

"**Subscriber**" means the client identified in the Account Opening Form or other subscription document (however described) prescribed by KGI Asia from time to time and provided by or on behalf of such client to KGI Asia and who is allowed to access or receive the Service; and

"**Subscription Period**" means the period of the Service for which the Fees have been duly paid to KGI Asia or such other period as may be specified or approved by KGI Asia from time to time.

2. LICENCES AND MUTUAL OBLIGATIONS

- 2.1 In consideration of Subscriber paying to, and KGI Asia receiving, all sums due and owing under this Schedule, KGI Asia shall grant to Subscriber a non-exclusive non-transferable limited licence to access or receive the Service in accordance with the terms and conditions of this Schedule and subject to any and all copyright notices or restrictions applicable to the Service and its Content and such licence shall not permit local area network or wide area network distribution of the Content and is for the Subscriber's personal use only.
- 2.2 KGI Asia shall authorize for the Subscriber one set of Login User ID and Password for access by the Subscriber to the Service.
- 2.3 KGI Asia reserves the right at any time and from time to time to (i) immediately suspend the Subscriber's access to or receipt of the Service without notice, where KGI Asia is of the opinion that the Subscriber has breached any of the terms contained in this Schedule or that such action is appropriate, desirable or necessary in the reasonable opinion of KGI Asia; (ii) amend the Fees or introduce new fees or amend any of the terms and conditions of this Schedule which amendments shall be notified to the Subscriber by posting them online or other means and which shall take effect 7 days after any such notification is made or otherwise on any other date specified by KGI Asia.
- 2.4 KGI Asia may, at its absolute discretion and at any time, add, amend or remove, without prior notice to Subscriber, the presentation, substance or functionality of any Content.

3. OBLIGATIONS OF SUBSCRIBER

- 3.1 The Subscriber agrees to pay all Fees due to KGI Asia in accordance with the terms of this Schedule and the Subscriber authorizes KGI Asia to debit the Subscriber's account with KGI Asia or credit or charge card (if any) with the amount of any Fees which are due from time to time.
- 3.2 KGI Asia will collect from the Subscriber all royalties and fees imposed by the Sources which supply data under the Service to the Subscriber. The Subscriber understands that the fees charged by such Sources may change from time to time and agrees to pay the effective amount incurred during the Subscription Period.
- 3.3 Subscriber shall inform KGI Asia within 10 days of any change in name, address or billing information provided by Subscriber to KGI Asia to use the Service.
- 3.4 Subscriber acknowledges that the Service and the Content are proprietary to and/or the copyright of KGI Asia and/or KGI Asia's holding companies, subsidiary companies or associated companies and/ or Sources and are for use solely by the Subscriber, and the Content provided by the Service may not be copied, manipulated, republished or redistributed to third parties in any form or by any means without the prior written consent of KGI Asia and, where necessary, the Sources.

- 3.5 Subscriber shall forthwith notify KGI Asia in writing of any misuse of, or infringement of, the copyright of any Content.
- 3.6 The Subscriber shall not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of KGI Asia's servers, their content and/or any data areas for which the Subscriber has not been authorized by KGI Asia.
- 3.7 The Subscriber shall not assign, transfer or sub-license all or any part of its rights or obligations under the provisions of this Schedule.
- 3.8 The Subscriber shall not use or permit the use of the Content or any part thereof for any illegal purpose or any other purpose not allowed under the provisions of this Schedule.
- 3.9 The Subscriber shall not use the Content or any part thereof other than in the ordinary course of its own business (which shall not include any dissemination to third parties).
- 3.10 The Subscriber shall not use the Content or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing an off market or a trading floor or dealing service where trading in (i) Securities listed on an exchange or of a type capable of being so listed or (ii) any other Securities relating to Securities described at (i) above is being undertaken otherwise than at or through such exchange.
- 3.11 The Subscriber shall allow KGI Asia or any person authorized by KGI Asia in writing to, upon receiving KGI Asia's written request, inspect promptly thereafter the premises and records of the Subscriber for any lawful purpose in connection with the provisions of this Schedule including but not necessarily limited to the purpose of satisfying that the Subscriber is not using the Content or any part thereof contrary to any provision under this Schedule.

4. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITIES

4.1 Disclaimer of Warranty

Subscriber expressly acknowledges and agrees that the Service is provided to it on an 'as is' basis and that its use of its Content is at its sole risk. Neither KGI Asia nor the Sources make any warranty of any kind whatsoever (save for those expressly stated in this Schedule) relating to the Service including any Content furnished through the Service, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use. KGI Asia and/or the Sources endeavour to ensure the accuracy and reliability of the Content provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracy or omission or from any decision, action or non-action based on or in reliance upon the Content or any part thereof.

4.2 Limitation of Liability

- (a) Neither KGI Asia nor the Sources shall be liable to Subscriber or anyone else for any direct, indirect, consequential or incidental loss, costs or damages, nor any special or punitive

damages, or injury caused in whole or in part by KGI Asia's or the Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event will KGI Asia or the Sources be liable to Subscriber or anyone else for any indirect, consequential, incidental, special or punitive damages, including any lost profits or lost savings, or for any third party claim of any nature whatsoever related to the Service or its use.

- (b) Notwithstanding the foregoing, KGI Asia's total liability for damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall not in any event exceed the subscription fee paid by the Subscriber to KGI Asia under the terms of this Schedule for a period of six months.
- (c) Subscriber shall indemnify KGI Asia and the Sources, their respective servants and agents, and hold KGI Asia and the Sources, their respective servants and agents, harmless against all claims, liabilities, losses, damages and expenses, including, without limitation, reasonable legal fees and costs arising out of or incurred as a result of any claim made, or litigation brought, against KGI Asia, the Sources and/or their respective servants and agents, as a result of the use by Subscriber of the Content or part thereof.

5. TERM AND TERMINATION

5.1 Term

This Schedule shall be deemed to take effect upon first approval by KGI Asia for the Subscriber to access or receive the Service and shall continue until the termination of this Schedule. Unless otherwise terminated pursuant to paragraph 5.2 of this Schedule, this Schedule shall be automatically renewed at the expiry of each Subscription Period and shall continue from one Subscription Period to the next.

5.2 Termination and Effect

- (a) Either party may terminate this Schedule at any time on the giving of not less than one month's written notice prior to any Renewal Date to the other party expiring at the end of the relevant Subscription Period. The Subscriber may not terminate this Schedule in the middle of a Subscription Period.
- (b) KGI Asia may terminate this Schedule forthwith at any time without any prior notice or compensation to the Subscriber if the Subscriber breaches any term of this Schedule or if the Subscriber's use of or actions in connection with the Service are inappropriate in the reasonable opinion of KGI Asia.
- (c) Upon the effective date of termination of this Schedule (i) all licences and other rights and privileges granted to the Subscriber under the terms of this Schedule shall forthwith cease; and (ii) the Subscriber will not be entitled to a refund of any Fees which have been paid in advance on the termination of this Schedule.
- (d) Any termination of this Schedule shall not affect or prejudice the rights and obligations of both parties accrued prior to such termination.

SCHEDULE 4: CHINA-HONG KONG CONNECT MARKET ANNEX

This Schedule is supplemental to the Client Agreement and applicable to the Client where the Client is allowed to use the trading and related supporting services provided by KGI Asia in connection with China Connect (the "China-HK Connect Services") and if so applicable shall form an integral part of the Client Agreement. This Schedule shall be read jointly with Part A and the other Parts and Schedules of this Client Agreement in so far as they are applicable. Capitalized terms used herein, unless the context otherwise requires, have the meanings as set out in Clause 16 below. In the event of any conflict between the provisions of this Schedule and the other parts of this Client Agreement in relation to the subject matter of this Schedule, the provisions of this Schedule shall prevail. The Client is reminded to read this Schedule carefully and thoroughly. If the Client has any doubt, the Client should seek independent legal and/or other professional advice.

1. The Client hereby accepts and agrees to be bound by all the terms and conditions of this Schedule and accepts all risks associated with trading/clearing through the use of the China-HK Connect Services (including but not limited to the risks set out in the Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect Risk Disclosure Statement provided by KGI Asia set out in the Account Opening Form on the application for the Account(s) and other risks concerned in northbound trading, such as the prohibition of trading of securities listed on SSE, SZSE and/or other relevant China Connect Markets which are eligible for trading on China Connect (such securities collectively, the "China Connect Securities"), being liable or responsible for breaching the listing rules and other rules of the relevant China Connect Markets and other applicable laws, rules and regulations).
2. The Client shall comply, and be solely responsible for complying, 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. For further information about the Market Requirements relating to the China-HK Connect Services, the Client may refer to the information published from time to time on KGI Asia's website at www.kgi.com.hk and the websites of the Market Authorities (including any successor or replacement of such websites). However, KGI Asia does not represent that such information is up-to-date, accurate or complete, nor undertakes to update it from time to time.
3. In particular, the Client shall be fully aware of and comply with all applicable Market Requirements in 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 the relevant China Connect Markets (subject to change without any notice from KGI Asia):
 - (i) 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.
 - (ii) 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 KGI Asia may put in place in respect of Securities of clients from time to time. In the event where the Client breaches any shareholding restriction, KGI Asia and its agents shall have the right to force-sell any of the Client's Securities upon receiving force-sale notification from SEHK.
 - (iii) All trading must be conducted on the relevant China Connect Markets, i.e. no over-the-counter (OTC) or manual trades are allowed.

4. The Client acknowledges that unless otherwise permitted under the applicable Market Requirements, the China Connect Securities purchased on a trading day cannot be sold on the same day and the Client shall have sufficient China Connect Securities in its Account with KGI Asia before commencement of trading on a trading day if the Client intends to sell the China Connect Securities during a trading day unless otherwise permitted under the applicable Market Requirements (such as when a special segregated account (SPSA) arrangement is in place). The Client is prohibited from day trading and naked short selling in China Connect Securities.

Where an SPSA has been designated to the Client, the Client hereby (i) agrees to ensure that there are sufficient Securities in the SPSA to settle the delivery obligations on the settlement day and, if a sell order is executed for the SPSA, the relevant Securities will be delivered to KGI Asia or its agents for settlement; and (ii) authorizes the production, replication and transmission of stock holding records of the SPSA for the purpose of enabling SEHK and its relevant subsidiaries to carry out pre-trade checking procedures in accordance with the rules of SEHK.

5. Unless otherwise allowed by KGI Asia, the Client agrees not to place any margin trading, stock borrowing and lending or short selling order to KGI Asia in respect of any China Connect Securities and any order placed by the Client to KGI Asia for any China Connect Securities shall be deemed to have been made with the representation and confirmation to KGI Asia that such order does not involve margin trading, stock borrowing and lending or short selling.

Where the Client is allowed by KGI Asia to conduct margin trading, stock borrowing and lending and/or short-selling activities through the use of the China-HK 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 Market Requirements (such as when volume of trading activities exceeds the thresholds prescribed by the relevant Market Requirements or any abnormal trading activities have or are suspected to have taken place). The Client further acknowledges 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 Hong Kong Exchanges and Clearing Limited ("HKEX") from time to time.

6. The Client acknowledges that SEHK, SSE, SZSE, the other relevant China Connect Market Operators and their respective subsidiaries and affiliates have powers not to extend their services relating to the China-HK Connect Services, require KGI Asia not to accept instructions from the Client and to suspend or restrict KGI Asia from inputting orders under any BCAN (as defined in Clause 10.1 below) in circumstances stipulated by the applicable Market Requirements (such as upon contravention of any relevant Market Requirement or abnormal trading conduct committed by any of the Client, KGI Asia and/or its agents) and KGI Asia may refuse to accept instructions from or cease to provide all or part of the China-HK Connect Services to the Client in KGI Asia's absolute discretion without any prior notice.
7. The Client agrees that KGI Asia and its agents may take or refrain from taking such actions whether in the Client's name or otherwise in KGI Asia'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, suspending, not sending in or refusing to accept or input any Client's order under any BCAN, order cancellation request or other instruction and suspending, restricting or ceasing to provide all or part of the China-HK Connect Services) (i) so as to ensure or facilitate compliance with the applicable Market Requirements (such as when SEHK, at the relevant China Connect Market Operator's request, requires the Client's order to be rejected) and to avoid or mitigate any losses that may be incurred or suffered by KGI

Asia and its agents in so ensuring or facilitating compliance with the relevant Market Requirements; (ii) if the Client breaches any Market Requirement or term of this Schedule; or (iii) upon the happening of any contingency or force majeure event beyond the reasonable control of KGI Asia or its agents (such as hoisting of Typhoon Signal No. 8 in Hong Kong or when SEHK loses all its communication lines with the relevant China Connect Market Operator). 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 KGI Asia's rights under this Schedule or under any of the Client's Accounts with KGI Asia, KGI Asia 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, SEHK 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 applicable Market Requirements and agrees that KGI Asia and/or its agents and SEHK may, in accordance with the request made by any other Market Authority, (i) provide relevant information and materials (including but not limited to information, identities, addresses, contact details and other personal data regarding the Client, the Client's Accounts and other persons or entities (legal or otherwise) who are ultimately responsible for originating the instruction in relation to a transaction (and the instruction given) 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) within such period as the relevant Market Authority may request; and (ii) provide assistance and issue warnings to the Client to facilitate any checking, investigation, surveillance, enforcement or compliance with any applicable Market Requirements or any regulatory cooperation arrangement between SEHK, any China Connect Market Operator and/or their respective relevant subsidiaries.

Without prejudice to the generality of the foregoing, (a) KGI Asia and/or its agents may forward the Client's identity to SEHK 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 SEHK, require KGI Asia and/or its agents to provide relevant information and materials and to assist in its investigation; and (c) SSE and SZSE may, through SEHK, make requests for warning statements (verbal or written) to be issued by KGI Asia and/or its agents to the Client and for northbound trading services not to be extended to the Client.

- 10.1 The Client acknowledges and agrees that in providing northbound trading services to the Client, KGI Asia will be required to:
- (i) tag each of the Client's orders submitted to the CSC with a Broker-to-Client Assigned Number ("BCAN") that is unique to the Client or, as appropriate and applicable, the BCAN that is assigned to the Client's joint account with KGI Asia; and
 - (ii) provide to SEHK the Client's assigned BCAN and such identification information (including but not limited to name, identity document type, identity document issuing country or jurisdiction and identity document number) ("Client Identification Data" or "CID") relating to the Client as SEHK may request from time to time under the rules of SEHK.

Without limitation to any notification KGI Asia has given the Client or consent KGI Asia has obtained from the Client in respect of the processing of the Client's personal data in connection with the Client's Account and KGI Asia's services to the Client, the Client acknowledges and agrees that KGI Asia may collect, store, use, disclose and transfer personal data relating to the Client as required as part of KGI Asia's China-HK Connect Services, including as follows:

- (a) to disclose and transfer the Client's BCAN(s) and CID to SEHK and its relevant 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;

- (b) to allow each of SEHK and its relevant subsidiaries to: (i) collect, use and store the Client's BCAN(s), 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 SEHK; (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;
- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store the Client's BCAN(s) 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, SEHK and its relevant subsidiaries; (ii) use the Client's BCAN(s) 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
- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store the Client's BCAN(s) 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.

By instructing KGI Asia in respect of any transaction relating to China Connect Securities, the Client acknowledges and agrees that KGI Asia may use the Client's personal data for the purposes of complying with the requirements of SEHK and its rules as in force from time to time in connection with the China Connect. 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 the above consent.

Failure to provide KGI Asia with the Client's personal data or consent as described above may mean that KGI Asia will not, or no longer, be able, as the case may be, to carry out the Client's trading instructions or provide the Client with KGI Asia's China-HK Connect Services.

- 10.2 The Client undertakes to ensure that the Client's Client Identification Data is accurate and up-to-date, and to promptly update KGI Asia of any changes of the same.
- 10.3 The Client further agrees that personal data provided by the Client may be collected, stored, used, disclosed, transferred and otherwise processed in and/or outside Hong Kong in accordance with this Schedule and the Personal Information Collection Statement of KGI Hong Kong ("KGI Hong Kong" shall have its meaning as defined in Part C of this Client Agreement) (a copy of which statement is available on KGI Asia's website(s) aforesaid or upon request).

Where the Client provides personal data of other individual(s) (other than the Client) (whether the Client's own clients, personnel or other relevant individuals) to KGI Asia, the Client undertakes and represents that the Client has notified and obtained consents from such individual(s) for the collection, storage, use, disclosure, transfer and otherwise processing of such individual(s)' personal data by KGI Asia in accordance with this Schedule and the PICS, and in so notifying and obtaining consents from such individual(s), the Client shall fully comply with all applicable personal data protection laws of relevant jurisdictions including but not limited to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The Client agrees to provide KGI Asia with evidence of such consents promptly as and when requested by KGI Asia.

- 10.4 Where the Client conducts northbound trading for its own clients, KGI Asia may in its absolute discretion assign a range of BCANs to the Client. The Client shall assign a BCAN to each of its own clients in accordance with the rules of SEHK within the range of BCANs assigned by KGI Asia for the exclusive use by the Client. If the Client's direct client is an affiliate of the Client, the BCAN at the next level or further levels down is required until the Client's client is not an affiliate. The BCANs of the non-affiliate clients and other clients of the Client and the corresponding CID shall be included by the Client in the Client's BCAN-CID mappings and such BCAN-CID mappings shall be submitted by the Client to KGI Asia for submission to the Market Authorities (or directly to SEHK in accordance with the rules of SEHK in the case of the Client who is a trade-through Exchange Participant of SEHK) within such time limits as required by KGI Asia and the Market Authorities from time to time. The Client shall tag the correct BCAN assigned by the Client to its own clients to every northbound trading order before submitting it to KGI Asia on a real-time basis. The Client further undertakes to, and shall procure its own clients to, comply with all applicable rules of SEHK and other Market Requirements. For the purpose of this Clause 10.4, a company is considered an affiliate of another company if the two companies belong to the same "group of companies", as defined under section 1 of Part 1 of Schedule 1 of the SFO.
11. The Client acknowledges that HKEX, SEHK, 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 KGI Asia, 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 CSC), 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 including any action taken to deal with abnormal trading conduct or activities, any other trading/clearing activities through the use of the China-HK Connect Services, any rejection of orders inputted under any BCAN or the collection, storage, use, disclosure and transfer of BCANs and CID as provided for in the rules of SEHK. The Client further agrees that KGI Asia 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 stocks that are listed on the ChiNext Board of SZSE ("ChiNext shares") or the Sci-Tech Innovation Board (STAR Market) of SSE ("STAR shares") only if the Client meets the investor eligibility criteria stipulated under relevant Market Requirements. Subject to the applicable Market Requirements that may be changed from time to time, an eligible investor is an institutional professional investor (defined as a person falling under any of the 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 investors who may be permitted by the relevant Market Authorities or Market Requirements from time to time to trade ChiNext shares or STAR shares (as the case may be) ("Eligible Investor"). Before the Client trades any ChiNext shares or STAR shares, the Client shall ensure that the Client is an Eligible Investor. Except where the Client is a corporation licensed to conduct Type 9 (asset management) regulated activity under the SFO, or any other person carrying on the business of the provision of asset management services and regulated under the law of any place outside Hong Kong, if the Client is an intermediary placing orders to KGI Asia on behalf of the Client's underlying customers, the Client shall ensure that each of such underlying customers who trades such shares is also an Eligible Investor. The Client shall provide KGI with evidence that such underlying customers are Eligible Investors promptly upon KGI's request. Any non-compliance with such eligibility requirements would constitute a breach of the relevant Market Requirements and entitle (but does not oblige) KGI Asia and its agents to report any non-compliant or suspected non-compliant incident to the relevant Market Authorities and require the Client and the relevant underlying customers (if any) to unwind positions of ChiNext shares or STAR shares (as the case may be) as soon as possible without any compensation or liability. SEHK takes any breaches of the Market Requirements seriously and will review and follow up on each incident. Follow-up actions may include issuing warning letters, conducting further enquiries, commencing investigations and reporting the matters to other Market Authorities.
13. The Client agrees to fully indemnify KGI Asia and its agents against all losses, damages, liabilities, costs, expenses, actions, investigations and proceedings (whether actual or potential) incurred or suffered by any of KGI Asia and its agents directly or indirectly arising from any breach of any Market Requirement or any provision of this Schedule on the part of the Client.
14. Either the Client or KGI Asia may terminate the Client's use of the China-HK Connect Services by giving at least seven days' prior notice to the other party.
15. In the event of any discrepancy between the provisions of this Schedule and the other provisions of the Client Agreement in relation to the subject matter of this Schedule, the provisions of this Schedule shall prevail.
16. The following terms used in this Schedule 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 Clearing House"** means a clearing house in Mainland China acceptable to Hong Kong Securities Clearing Company Limited and included from time to time in the list of China Connect Clearing Houses published by HKEX;
- "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);
- "China Connect Market Operator"** means an exchange that operates a China Connect Market and that has entered into trading links with SEHK, whose name is included from time to time in the list of China Connect Market Operators published by HKEX including but not limited to SSE and SZSE;
- "China Connect Market System"** means the system used for the trading of China Connect Securities on a China Connect Market, as operated by the relevant China Connect Market Operator;
- "China Connect Order"** means an order input into the CSC for routing to a China Connect Market System to buy or sell China Connect Securities;
- "China Connect Service"** means the order-routing service through which China Connect Orders placed by KGI Asia may be transmitted by a subsidiary of SEHK to a China Connect Market for the buying and/or selling of eligible China Connect Securities, and unless the context otherwise requires, the related supporting services which SEHK may, on its own or through its subsidiary, provide to KGI Asia as SEHK considers appropriate;
- "CSC"** means the China Stock Connect System for receiving and routing China Connect Orders to a China Connect Market System for automatic matching and execution;
- "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 applicable laws, rules, regulations, statutory provisions or orders of Hong Kong, Mainland China or any other relevant jurisdictions, and (ii) any applicable 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.

PART C

PERSONAL INFORMATION COLLECTION STATEMENT

This Statement is made by KGI Hong Kong (as defined below) in accordance with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (the "Ordinance"). The Statement is intended to notify data subjects (as defined below) of why personal data is collected, how it will be used and to whom data access requests are to be addressed.

1. From time to time, it is necessary for data subjects or other relevant persons to supply KGI Hong Kong with personal data of data subjects in connection with the opening or continuation of accounts, the establishment or continuation of trading or credit facilities or provision of financial, securities, commodities, derivatives, futures, options, investment, financing, insurance, MPF/ORSO, wealth management, asset management, investor education programmes/games and related advisory or other services, products and facilities.
2. Failure to supply such data may result in KGI Hong Kong being unable to open or continue accounts or establish or continue trading or credit facilities or provide the services, products or facilities mentioned in Clause 1 above.
3. It is also the case that data are collected from data subjects or other relevant persons in the ordinary course of the continuation of the business relationship or other dealing between data subjects or such relevant persons and KGI Hong Kong. When using KGI Hong Kong's website, a data subject's data (including online identifiers) and information on his/her browsing activities are collected and tracked by using cookies and other technologies.
4. The purposes for which data relating to data subjects may be used, and processed (whether within or outside Hong Kong) are as follows:
 - (i) the daily operation of the services and facilities provided to data subjects;
 - (ii) conducting credit checks;
 - (iii) assisting other financial institutions to conduct credit checks;
 - (iv) ensuring ongoing credit worthiness of data subjects;
 - (v) designing and conducting survey, statistical and data analysis to enhance and customize the services, products or facilities mentioned in Clause 1 above for data subjects' use;
 - (vi) marketing the services, products and facilities mentioned in Clause 1 above (details of the use or provision of personal data by KGI Hong Kong for direct marketing purposes are set out in Clause 6 below);
 - (vii) determining the amount of indebtedness owed to or by data subjects;
 - (viii) collection of amounts outstanding from data subjects and those providing guarantee or security for data subjects' obligations;
 - (ix) meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements or court orders binding on KGI Hong Kong;
 - (x) enabling KGI Hong Kong to comply with any applicable laws, rules, regulations, industry practices, legal obligations, or any requirements, requests, codes, guidance or guidelines of any exchanges or any regulatory, tax, law enforcement or government bodies in any jurisdiction to which KGI Hong Kong is subject (such as guidelines issued by the Hong Kong Inland Revenue Department for the implementation of automatic exchange of financial account information (AEOI) and the U.S. Foreign Account Tax Compliance Act (FATCA));
 - (xi) complying with any obligations, requirements, policies, procedures, guidelines, measures or arrangements for sharing data and information within KGI Group and/or any other use of data and information in accordance with any programmes for sanctions, prevention or detection of money laundering, terrorist financing, tax evasion or other unlawful activities; and
5. Data held by KGI Hong Kong relating to a data subject will be kept confidential but KGI Hong Kong may provide such data to the following parties (whether within or outside Hong Kong):
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, financial, trade execution, cash, securities and/or contracts clearing or settlement or other services to KGI Hong Kong in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to KGI Hong Kong including but not limited to any member of the KGI Group which has undertaken to keep such information confidential;
 - (iii) any financial institution or dealer with which the data subject has or proposes to have dealings;
 - (iv) any credit reference agency and in the event of default, any debt collection agency;
 - (v) any actual or proposed assignee of KGI Hong Kong or participant or sub-participant or transferee of KGI Hong Kong's rights in respect of the data subjects;
 - (vi) any person providing or proposing to provide guarantee or security for a data subject's obligations; and
 - (vii) any exchange, entity, agency or any regulatory, tax, law enforcement or government body in any jurisdiction (whether for the performance of its regulatory, surveillance and/or enforcement function or otherwise) if required by law or pursuant to any court orders, rules, regulations, legal obligations, requirements, requests, codes, guidance or guidelines to which KGI Hong Kong is subject. In such cases, KGI Hong Kong is usually under a duty of secrecy and will not be able to notify a data subject or seek his/her consent in relation to such release of information.
6. USE OF DATA IN DIRECT MARKETING

KGI Hong Kong intends to use but will only use a data subject's personal data in direct marketing with the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

 - (i) the data subject's personal data such as the data subject's name, telephone number, email address, correspondence address, account number, online identifiers, products and services portfolio information, transaction pattern and behaviour, risk profile, financial background and investment objectives and experience may be used by KGI Hong Kong in direct marketing;
 - (ii) the following classes of services, products, facilities and marketing subjects may be marketed:
 - (1) financial, securities, commodities, derivatives, futures, options, investment, financing, insurance, MPF/ORSO, wealth management, asset management, investor education programmes/games and related advisory or other services, products and facilities;
 - (2) reward, loyalty or privileges programmes and related services, products and facilities;
 - (3) services, products and facilities offered by business partners of any member of KGI Group providing any of (xii) purposes relating to any of the above.

the services, products and facilities referred to in Clause 6(ii)(1) above; and

- (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products, facilities and marketing subjects may be provided or (in the case of donations and contributions) solicited by KGI Hong Kong and/or any of the following persons:
 - (1) any member of the KGI Group;
 - (2) third party financial institutions and providers of any of the services, products and facilities referred to in Clause 6(ii)(1) above;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) business partners of any member of KGI Group providing any of the services, products and facilities referred to in Clause 6(ii)(1) above; and
 - (5) charitable or non-profit making organisations;
- (iv) KGI Hong Kong intends to provide but will only provide the personal data described in Clause 6(i) above to any of the persons referred to in Clause 6(iii) above for use by any of them in direct marketing of the services, products, facilities and marketing subjects referred to in Clause 6(ii) above with the data subject's written consent (which includes an indication of no objection). KGI Hong Kong may so provide the personal data to such persons for direct marketing purposes for gain (whether in the form of any fee, commission, benefit or otherwise).

If a data subject wishes KGI Hong Kong to cease to use his/her personal data and/or provide it to other persons for use in direct marketing, the data subject may notify KGI Hong Kong in writing by mailing or faxing the written notification to the postal address or fax number provided in Clause 13 below. KGI Hong Kong shall then cease to use and/or provide his/her personal data for direct marketing purposes without any charge.

7. Data subjects agree that KGI Hong Kong may from time to time transfer data subjects' personal data outside Hong Kong for any of the purposes stated in Clauses 1 to 6 above. Furthermore, personal data may be transferred to countries located outside the European Union (EEA) which do not provide a similar level of protection to that provided by countries in the EEA. KGI Hong Kong will take reasonably necessary steps to ensure that personal data are treated with adequate level of protection and in accordance with this Statement.
8. Where you provide personal data of other data subjects to KGI Hong Kong, you undertake and represent that you have notified and obtained necessary consents from such data subjects for the collection, use and processing of such data subjects' personal data by KGI Hong Kong in accordance with this Statement, and in so notifying and obtaining the necessary consents from such data subjects, you shall fully comply with all applicable personal data protection laws of relevant jurisdictions including but not limited to the Ordinance. You agree to provide KGI Hong Kong with evidence of such consents promptly as and when requested by KGI Hong Kong.
9. There may be instances where data subjects elect to provide personal information to KGI Hong Kong through electronic means (such as Internet or voice recording system). Whilst KGI Hong Kong generally uses best endeavours to maintain the security and integrity of its systems, due to many unpredictable traffic or other reasons, electronic communication may not be a reliable medium of communication. Data subjects should take heed of such weaknesses and communicate personal information through electronic devices with caution.
10. KGI Hong Kong retains personal data for only so long as it is necessary for the fulfillment of the purposes for which the data are used as stated in this Statement or longer if required by any legal or regulatory requirement or as is otherwise necessary.

11. Under and in accordance with the terms of the Ordinance, an individual has the right to:
 - (i) check whether KGI Hong Kong holds data about him/her and the right of access to such data;
 - (ii) require KGI Hong Kong to correct any data relating to him/her which is inaccurate; and
 - (iii) ascertain KGI Hong Kong's policies and practices in relation to data and to be informed of the kind of personal data held by KGI Hong Kong.

If an individual is in a member state of the European Union (EU), subject to certain limitations and/or restrictions, the General Data Protection Regulation (GDPR) may be applicable to the individual and the individual has the right under GDPR to:

- (i) request access to and rectification or erasure of his/her personal data;
 - (ii) obtain restriction of processing or to object to processing of his/her personal data;
 - (iii) the right to data portability;
 - (iv) withdraw the consents that he/she has given for the processing of his/her personal data in certain circumstances; and
 - (v) lodge a complaint about the processing of his/her personal data with his/her local data protection authority.
12. In accordance with the terms of the Ordinance, KGI Hong Kong has the right to charge a reasonable fee for the processing of any data access request.
 13. The person to whom requests for ceasing to use of personal data in direct marketing, access to data, correction of data or information regarding policies and practices and kinds of data held, exercising any of the above rights or raising complaints are to be addressed as follows:

The Data Protection Officer, KGI Hong Kong
41/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong
Tel : (852) 2878 6888
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(2112)

凱基證券亞洲有限公司

客戶協議

證監會牌照中央編號

BKJ214

註冊地址

香港灣仔港灣道十八號中環廣場四十一樓

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A 部分

1. 引言

本客戶協議（「**客戶協議**」）由閣下（以下稱為「**客戶**」，其名稱及地址於開戶表格內註明）與**凱基證券亞洲有限公司**（「**凱基亞洲**」，此表述應包括凱基亞洲之總部以及位於任何地方之各個分支機構，其繼任人及受讓人）（註冊辦事處位於香港灣仔港灣道十八號中環廣場四十一樓）訂立。

凱基亞洲為香港法例第 571 章《證券及期貨條例》項下之持牌法團，獲發牌可進行第 1 類（證券交易）及第 4 類（就證券提供意見）受規管活動，並已於香港證券及期貨事務監察委員會註冊（中央編號：BKJ214）以及為香港聯合交易所有限公司（「**聯交所**」）之交易所參與者、聯交所之期權買賣交易所參與者、香港中央結算有限公司（「**香港結算**」）之直接結算參與者以及聯交所期權結算有限公司（「**聯交所期權結算所**」）之直接結算參與者。

鑒於凱基亞洲同意容許客戶於凱基亞洲開立及維持一個或多個帳戶，並就證券及 / 或期權合約（定義見本客戶協議）之買賣及其他交易（不論是否透過保證金融資進行）同意作為客戶之經紀或交易商，並且就此安排若干金融服務，客戶謹此同意接納及遵守本客戶協議適用之條款及條件。除非凱基亞洲另行明確書面同意，否則條款及條件適用於凱基亞洲就本客戶協議之標的事項向客戶所提供之所有服務及設施。本客戶協議將替代客戶與凱基亞洲之間就本客戶協議之標的事項訂立之任何先前業務條款並將該等先前條款排除在外。

2. 釋義及詮釋

2.1 於本客戶協議內，除非文意另有所指，否則下列詞語及詞彙將具有下列涵義：

- 「**登入密碼**」指 連同個人密碼以登入電子服務之客戶個人身分識別（例如登入名稱或用戶身分識別資料）或就客戶登入電子服務向其知會之其他代碼；
- 「**帳戶**」指 客戶不時於凱基亞洲開立及維持用作與或透過凱基亞洲為著或代表客戶進行而與證券、期權合約及 / 或其他金融產品（視乎情況而定）買賣、持有或以其他方交易（不論是否透過保證金融資進行）有關之帳戶（不論是以名稱、數字或其他方式指明之帳戶），及「**帳戶**」須據此進行解釋；
- 「**開戶表格**」指 包括但不限於凱基亞洲可能不時規定之開戶表格或其他文件，當中載有為在凱基亞洲開立一個或多個帳戶凱基亞洲可能要求之客戶相關資料，而開戶表格須構成本客戶協議之一部分；
- 「**聯屬人士**」指 就一方而言，直接或間接控制該方，受該方控制或處於共同控制下之法團、合夥企業或任何其他形式之法律實體；
- 「**獲授權人士**」指 客戶根據必要的公司或其他行動（須通過向凱基亞洲提交合適文件予以證明且凱基亞洲接納有關文件）指定或正式授權之人士，以就本客戶協議代表客戶行事。該等人士須持續作為獲授權人士，直至凱基亞洲已收到客戶書面撤銷該等人士之授權時為止。倘客戶為個人，則獲授權人士須包括客戶自身，除非客戶已另行通知凱基亞洲則作別論；

- 「**客戶**」指 具有上文界定之涵義，以及凡在任何地方使用時，倘客戶為個人，則包括彼或彼等各自之遺囑執行人、遺產管理人、繼承人及個人代表，及倘為合夥商行，則包括於維持帳戶期間不時擔任該商行合夥人之合夥人，以及彼等各自之遺囑執行人、遺產管理人、個人代表及該合夥商行之許可繼承人，以及若客戶為一間公司，則包括該公司及其繼承人，在文意許可範圍內，「**客戶**」以此包括任何獲授權人士；
- 「**客戶款項規則**」指 香港法例第 571I 章《證券及期貨（客戶款項規則）》（經不時修訂及 / 或補充）；
- 「**客戶證券規則**」指 香港法例第 571H 章《證券及期貨（客戶證券規則）》（經不時修訂及 / 或補充）；
- 「**守則**」指 證券及期貨事務監察委員會持牌人或註冊人操守準則（經不時修訂及 / 或補充）；
- 「**信用支持文件**」指 具有本客戶協議 A 部分第 19 條載列之涵義，及指以凱基亞洲為受益人支持客戶於本客戶協議項下之責任之任何擔保書、質押協議、保證金或抵押協議或文件，或載有客戶或信用支持提供者之責任之任何其他文件；
- 「**信用支持提供者**」指 具有本客戶協議 A 部分第 19 條所載列之涵義；
- 「**託管人**」指 受託人、接管人、清盤人、監護人、遺產管理人、託管人、審查人或其他類似人員及具有本客戶協議 A 部分第 19 條所載列之涵義；
- 「**電子服務**」指 凱基亞洲提供之任何設施及 / 或服務，讓客戶可以不時通過電子方式發出指示及 / 或登入及 / 或使用開立帳戶設施、交易設施、帳戶及帳戶下交易有關的資料、市場數據及資訊服務及 / 或凱基亞洲以電子方式提供之其他服務，包括但不限於網上投資服務（WebTrade）、互聯網交易及 / 或其他電子交易；
- 「**合資格證券**」指 凱基亞洲全權酌情不時釐定之有關證券；
- 「**香港結算**」指 香港中央結算有限公司及其繼承人及受讓人；
- 「**香港**」指 中華人民共和國香港特別行政區；
- 「**指示**」指 凱基亞洲真誠地認為是由客戶或任何獲授權人士發出之書面、口頭或電子通訊，及為免生疑問，包括電子通訊（定義見下文本客戶協議 A 部分第 15 條）；
- 「**投資**」指 凱基亞洲可能不時向客戶發售或提供之所有或任何證券或期權合約及任何其他投資產品；
- 「**凱基亞洲網站**」指 位於 www.kgi.com.hk 並由凱基亞洲或代其操作及 / 或維護之互聯網網站及 / 或其他凱基亞洲不時指定之網站（包括其任何繼承或替代網站）；
- 「**損失**」指 任何損失、損害賠償、訴訟、申索、索求、行動、

	責任、訟費、刑罰、罰款、稅項、費用及支出不等，包括但不限於任何直接或間接、特別或招致之損失（不論有關合約方是否知悉發生該等損失之可能性或對其有合理預測）、任何溢利損失、收入損失、商譽或聲譽之損害、損失合約或商業機會、損失款項用途、無法收回款額、錯誤繳付款額、利息及任何其他對第三者任何性質之責任；		分段內任何證券有關之權利、期權、掉期合約或權益（不論以單位或其他方式描述）；(c) 可認購或購買上文 (a) 分段內任何證券之證書或憑據或認股權證；(d) 於任何集團投資計劃之權益；及 (e) 結構性產品；
「保證金」指	凱基亞洲不時要求客戶須存放於、轉讓予或促使轉讓予凱基亞洲或其代名人或由凱基亞洲或其代名人持有作為帳戶項下保證或客戶履行責任擔保之款項、合資格證券及 / 或其他資產或抵押品；	「聯交所」指	香港聯合交易所有限公司及其繼承人及受讓人；
「保證金融資信貸」指	凱基亞洲根據本客戶協議之條款以及凱基亞洲與客戶不時協定之具體條款向客戶不時作出或提供之循環信貸融資；	「聯交所期權結算所」指	聯交所期權結算所有限公司及其繼承人及受讓人；
「保證金百分比」指	客戶獲允許按保證金可自凱基亞洲借入（或另行獲得其他形式之財務通融）之最高合資格證券市值之有關百分比或比率；	「結算帳戶」指	開戶表格內指定為結算帳戶（不論如何描述）之客戶之銀行或其他結算帳戶或客戶可能不時以書面或凱基亞洲接納之其他方式知會凱基亞洲之客戶的該等其他銀行或結算帳戶；
「市場規定」指	(a) 任何有關司法管轄區之適用法律、規則、規例、法律條文或法令、及 (b) 任何監管機構、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的任何適用規定、限制、請求、憲章、附例、規則、規例、慣例、指示、指引、守則或政策（不論是否具有法律效力）；	「證監會」指	指香港證券及期貨事務監察委員會及其繼承人及受讓人；
「市值」指	就任何既定時間之任何特定證券而言，凱基亞洲全權酌情確定可通過其於有關時間在通常交易相同類型證券之市場上出售該等證券時可以取得之市場價值；	「證券及期貨條例」指	香港法例第 571 章《證券及期貨條例》（經不時修訂及 / 或補充）；
「期權合約」	(A) 指立約一方（賣家或沽出人）給予另一方（買家或持有人）某種選擇權或權利（但並無義務）之合約，該選擇權或權利是可在該合約內指明的時間或在該合約內指明的時間或該時間之前根據該合約之有關條款及條件行使 (a) 以達下述目的：(i) 以議定代價購買或售賣議定數量之指明股份或交易所買賣基金股份或單位或其他證券；或 (ii) 購買或售賣（視乎情況而定）議定價值的指明股份或交易所買賣基金股份或單位或其他證券；或 (b) 以獲支付一筆參照該合約內指明的股份或交易所買賣基金股份或單位或其他證券的價值或參照該合約內指明的某項指數的水平來計算的款項；及 / 或 (B) 具有期權交易規則內賦予該詞之涵義；	「標準合約」指	載於期權交易規則附表六而由聯交所不時規定適用於某份期權合約的標準條款及條件；
「期權交易規則」指	香港聯合交易所有限公司期權交易規則及其不時生效之任何修訂、補充、更改或修改；	「條款及條件」指	本客戶協議之條款及條件（包括本客戶協議有關部分及附表所載之條款及條件）及凱基亞洲可能不時訂明之任何其他條款及條件；及
「未清繳款項」指	於任何有關時間根據保證金融資信貸或其他原因客戶欠付凱基亞洲之債務總額（不論現時或日後、實際或或然、共同或個別）；	「交易」指	凱基亞洲根據指示或因為指示或根據條款及條件之任何條文執行之一項或多項交易；
「證券」指	根據市場規定通常被稱為證券或視為證券之任何權益、權利或財產權（不論以文據形式或其他形式），包括但不限於：(a) 任何人士、政府或市政當局的或發行的股份、股票、債權證、貸款股票、基金、存款證、債券或票據；(b) 前述 (a)	「美國」指	美利堅合眾國。

- 2.2 單數詞彙應包括其眾數詞彙，反之亦然，以及任何表示性別之詞語應包括所有性別。除非文意另有所指，本客戶協議內提述有關客戶「其」或「其的」應解釋為包括提述「他」、「他的」或「她的」（視乎情況而定）。表示人士之詞語包括商號、獨資企業、合夥或公司，反之亦然。
- 2.3 本客戶協議任何條文之題頭、標題及副標題不影響該條文或任何其他條文之涵義。

3. 開戶

- 3.1 隨訂立本客戶協議以及提供所有必需文件（包括開戶表格以及凱基亞洲可能要求之其他文件）並待核實凱基亞洲及 / 或市場規定可能要求之該等身分文件後，客戶可能請求之服務將會向客戶提供。根據本客戶協議客戶於任何時間或不時提出任何服務之全部請求將受凱基亞洲接納（將視作待就凱基亞洲向客戶提供所請求之服務開立有關帳戶時發生）以及凱基亞洲施加之任何條款及條件規限。
- 3.2 倘使用並非親身方法之開戶程序時以及若客戶（機構客戶除外）希望採納如下其他核實方法：
- (a) 客戶將一份已簽署之本客戶協議（包括填妥的開戶表格）連同客戶的身分證明文件（客戶的身分證或其護照的有關部分）副本交給凱基亞洲，以核實客戶的簽名及身分；
 - (b) 凱基亞洲取得由客戶在香港持牌銀行開立的帳戶所簽發的支票及將有關支票兌現（該支票的數額不得少於 10,000 港元或凱基亞洲可能另行要求以港元計值之其他最低支票金額，並須載有客戶身分證明文件上所顯示的姓名）；
 - (c) 由客戶簽發的支票上的簽名，必須與上述開戶表格中的簽名相符；

- (d) 客戶確認並承認此非親身開戶程序所施加之條件，尤其是必須待清算有關支票後才可使用新帳戶的這項條件；及
- (e) 凱基亞洲保存適當的記錄，以顯示其已充分遵守客戶身分確認程序，

則待上述核實程序已完滿地完成並且客戶所簽發的支票（作為非親身開戶程序之一部分）被清算後，有關帳戶方可開始被使用。

4. 服務

- 4.1 凱基亞洲可以（但並無義務）根據本客戶協議向客戶提供下列全部或任何服務：
 - (a) 按客戶之指示行事；
 - (b) 為客戶執行證券交易及其他投資；
 - (c) 就證券買賣提供意見；
 - (d) 為客戶清算、承作、傳達及結算交易；
 - (e) 安全保管客戶之證券、其他投資及抵押品；及
 - (f) 本客戶協議或與客戶已訂立或將訂立之其他協議內可能列明之其他服務。

5. 帳戶

- 5.1 客戶須開立及維持帳戶以記錄根據本客戶協議進行之所有客戶交易。
- 5.2 凱基亞洲向客戶提供任何服務之持續可用性須受限於凱基亞洲之全權酌情同意以及客戶須達成凱基亞洲可能不時施加之有關條件。
- 5.3 每次倘客戶要求凱基亞洲提供任何服務，則客戶聲明客戶為帳戶內存放之所有資金及資產之合法及實益擁有人。

6. 客戶身分及資料

- 6.1 凱基亞洲獲客戶授權進行或促使他人進行有關客戶信用之調查、檢查及 / 或查詢，並為此目的及其他相關目的接觸客戶之銀行及經紀（包括為確定或核實客戶之財務狀況及投資目的），以及將有關客戶、其帳戶及交易以及任何該等交易之最終受益人之任何資料交予凱基亞洲之任何聯屬人士，以執行指示或履行本客戶協議項下凱基亞洲之責任或行使凱基亞洲之權利。
- 6.2 於本客戶協議內，「最終受益人」一詞就根據本客戶協議凱基亞洲為客戶進行或將進行之任何交易而言，指下列個別及每位人士：
 - (a) 為主事人，客戶在該交易中作為該人士之代理人；或
 - (b) 享有該等交易之商業或經濟利益及 / 或承擔其商業或經濟風險，或
 - (c) 最終負責為該等交易發出指示。
- 6.3 在不影響本客戶協議 A 部分第 20.4 及 20.5 條前提下，倘遵照守則之相關條文所提供或與本客戶協議有關之資料有任何重大變化時，客戶及凱基亞洲各自承諾通知對方有關變化。

7. 適用條例及規例以及遵守法律

- 7.1 帳戶的所有交易須受進行交易所在地之交易所或市場或結算所（包括但不限於聯交所、香港結算及聯交所期權結算所）不時適用之章程、細則、條例、裁決、規例、交易徵費及其他徵費、常規及慣例（包括但不限於與交易及交收相關者）規限，並須遵守任何政府或規管機構之可能適用之所有法律、規例及法令（包括但不限於本客戶協議 A 部分第 20.4 及 20.5 條所載列之客戶身分證明規定）。
- 7.2 凱基亞洲獲授權根據有關交易所、市場或結算所規定之規則收取任何該等徵費或其他徵費。客戶將受不時適用於帳戶或客戶之證券交

易或該等交易之融資之所有凱基亞洲之規則及規例的約束。

- 7.3 凱基亞洲或其聯屬人士可以是凱基亞洲代表客戶進行任何交易之對手方。
- 7.4 客戶不得指示凱基亞洲就帳戶或其他進行任何事宜而違反或將涉及或導致凱基亞洲或其任何聯屬人士或任何其他人士違反生效的或適用於在香港或其他地方開展證券買賣協議之任何市場規定或對凱基亞洲或其任何聯屬人士有約束力之其他條文（不論是否具有法律效力）。
- 7.5 客戶確認客戶須獨自負責遵守《證券及期貨條例》第 XIV 部及《公司收購、合併及股份回購守則》，以及於香港或任何其他有關國家與披露證券權益有關之任何其他適用法律、規則及規例（各自均經不時修訂）之相關條文項下所有披露責任。凱基亞洲就此目的並無任何義務以任何形式或在任何時限之前向客戶發出持倉通知，惟本客戶協議明確載列將發出或適用市場規定所要求之任何通知或結單除外。客戶確認，凱基亞洲或其任何聯屬人士、彼等各自之董事、高級人員、僱員或代理對客戶或任何其他人士未能或延遲根據前述任何責任作出披露以及對向客戶發出有關指示生效之通知之任何延誤或違約而導致客戶之任何損失、費用及開支概不負責，並須就任何該等不作為或延遲產生之任何及所有損失、費用及開支彌償凱基亞洲及其聯屬人士以及彼等各自之董事、高級人員、僱員及代理。
- 7.6 客戶向凱基亞洲承諾，客戶將不會從事或嘗試從事，並且客戶已制訂適當保障措​​施以防止客戶從事可能構成《證券及期貨條例》項下市場失當行為之任何活動，以及進一步同意若客戶知悉任何人士進行任何活動而可能導致客戶牽涉市場失當行為，則立即通知凱基亞洲。

8. 指示及交易慣例

- 8.1 凱基亞洲獲授權（但無義務）依據客戶發出或聲稱發出之任何指示行事，並保留權利拒絕接納或依據任何該等指示行事，或規定任何條件以在條件規限下方可接納任何指示，於各個情況下均毋須就其作出任何解釋或理由。指示可在凱基亞洲告知客戶之次數（凱基亞洲可不時變更或限制）內發出。在不影響前述規定前提下，發出之所有指示均給予凱基亞洲充足時間以於時間內遵守。
- 8.2 所有指示（經凱基亞洲真誠地理解及履行）須不可撤銷並對客戶具有約束力，不論該指示是否由客戶或據稱為客戶之任何其他人士發出。凱基亞洲沒有責任核實發出任何指示人士之身分或授權或任何指示之真實性。
- 8.3 除非客戶明確通知凱基亞洲，反之凱基亞洲可認定客戶作為主事人而非其他人之代理人行事。客戶保證，客戶是帳戶之真實擁有人且客戶並非代表任何其他人士或為該等人士之利益而持有帳戶，除非該保證為不實，則客戶須立即向凱基亞洲提供一份經客戶簽署的申明書，當中列明客戶代其或為著其利益持有帳戶之人士之名稱及其他凱基亞洲可要求之相關資料。在所有適用法律、規則及規例下作任何及所有目的，祇有客戶而並非其主事人會是凱基亞洲之客戶；及假若客戶為其他人之代理人（不論相關主事人是否被披露），在本客戶協議項下客戶仍須以主事人身分向凱基亞洲負責。客戶同意就給予凱基亞洲指示而產生的所有義務及責任，客戶與其相關主事人負有共同及各別之責任。
- 8.4 凱基亞洲有權持續將獲授權人士視為經指定及正式授權代表客戶行事之人士，直至其自客戶收到撤銷有關授權之書面通知為止。另一方面，凱基亞洲及其董事、高級人員、僱員及代理不可擔任獲授權人士且並無任何帳戶之任何酌情決定權，因此凱基亞洲對任何人士進行或未進行任何事宜而違反本條文概不負責。
- 8.5 凱基亞洲謹此獲授權根據並依賴指示為帳戶買賣證券及 / 或期權合約以及以其他形式處置帳戶內持有或為帳戶處置證券及 / 或期權合約、應收帳款及款項，但凱基亞洲擁有全權及絕對酌情權利拒絕接

受或執行任何指示，前提是如執行有關指示可能違反任何適用市場規定或對凱基亞洲自身保障屬合宜或審慎，以及對因凱基亞洲不接受任何指示或依據其行事或沒有通知客戶相關拒絕而引起或與之相關的任何損失，凱基亞洲對客戶不承擔責任。

8.6 倘凱基亞洲全權認為，任何指示不清晰或含糊或倘其收到任何有衝突指示，則凱基亞洲可選擇：

- (a) 不執行該（等）指示及 / 或尋求客戶之澄清；或
- (b) 根據凱基亞洲對指示之詮釋行事，

且凱基亞洲毋須對客戶因凱基亞洲作出該決定或根據該決定行事可能直接或間接蒙受之任何損失負責。

8.7 凱基亞洲有權使用任何經紀或代理（包括任何與其有關或關連之經紀或代理）執行本客戶協議項條之證券及 / 或期權合約交易。任何該等經紀或代理將依據有關經紀或代理可規定之條款予以委任。凱基亞洲對因任何該等經紀或代理不履行其職責及義務（包括但不限於傳輸或電腦延遲、錯誤或遺漏、罷工及類似工業行動）或因非凱基亞洲能夠控制之任何原因導致其不能履行其於本客戶協議項下之責任負責。

8.8 倘凱基亞洲不能代表客戶全額買入或賣出證券及 / 或期權合約（按客戶指示所訂明），則凱基亞洲可按其絕對酌情認為合適買入或賣出低於該等指示所訂明數額之任何數額的證券或期權合約。客戶將受證券或期權合約之該等買入或賣出約束，惟倘凱基亞洲將客戶之指令與另一客戶之指令及 / 或凱基亞洲本身帳戶之指令合併，則其須優先應付客戶及任何其他客戶之指令。在不影響前述規定前提下，客戶確認並接受，價格以及一般市況之快速與頻繁變化及 / 或有關交易所、市場、結算所或任何規管機構施加之限制，可能令凱基亞洲不可能或不可行執行客戶之指示或按任何特定時間所報價格代客戶完成交易。凱基亞洲將不負責客戶不論因何種原因導致執行任何指示延誤或僅完成部分指示或未能或無能力執行任何指示所蒙受或招致之任何損失、損害賠償或開支或相應損失，損害或費用（包括但不限於在向凱基亞洲發出或凱基亞洲收到任何指示時至任何該指示獲執行時之期間，任何證券價格之任何變動導致所蒙受或招致之任何損失、損害賠償或開支），除非有關延誤或情況是因凱基亞洲之嚴重過失導致則作別論。

8.9 凱基亞洲在妥善考慮市場慣例、法律及規例、以及適用凱基亞洲之任何規則及操守則後，可全權酌情決定執行客戶指令之優先次序，以盡量確保公平對待凱基亞洲之全體客戶（包括客戶）。

8.10 凱基亞洲在未對客戶作進一步徵詢但遵守任何適用市場規定情況下，可以將客戶之指令與其他客戶之指令結合。此舉相較單獨執行客戶之任何指令可能導致獲得更有利或不太有利之價格。倘並無充足證券或期權合約以應付如此合併後之指令，則經妥善考慮市場慣例及任何適用市場規定後，將在所有相關客戶之間分配證券或期權合約，以盡量確保公平對待凱基亞洲之全體客戶（包括客戶）。

8.11 客戶謹此同意凱基亞洲具有唯一及絕對酌情權可不時限制為帳戶進行證券或期權合約交易之數量以及帳戶可持有證券或期權合約之總額。

8.12 客戶同意客戶將不會無論是否自己本身或聯同其他人士違反任何相關交易所、結算所、市場及 / 或司法管轄區就期權合約所設立之任何持仓限額、行使數量限額或任何其他限制。客戶明白在有需要之情況下，須就客戶於一種或多種類別並與相同證券及 / 或其他票據相關之期權合約之持仓向有關監管機構作出申報，而申報資料包括客戶之身分及其他有關資料。就此，客戶同意將任何有關之同樣市場方向及相同相關證券並於凱基亞洲以外之經紀或中介人持有之期權合約持仓通知凱基亞洲。

8.13 凱基亞洲並無義務執行任何指示以取消、變更或修改任何已向凱基亞洲發出之指示，並且就在原指示已完成或凱基亞洲全權認為其並

無充足時間或不能執行該指示以取消、變更或修改原指示情況下客戶蒙受或招致之任何損失或開支，凱基亞洲概不對客戶負責或承擔責任。倘若在凱基亞洲接納取消要求之前，任何指示已經獲全數或部分執行，客戶同意會對根據該指示已執行之交易負上全部責任。除非有關取消或修改已獲凱基亞洲接納，否則指示一般於客戶發出該（等）指示之交易日當天有效，若在該交易日結束前未獲執行，則該（等）指示將失效（凱基亞洲另行明確同意之情況下除外）。

8.14 凱基亞洲可酌情取消任何已向凱基亞洲發出之指示，前提是尚未完成該指示而凱基亞洲全權認為具有取消之理據。

8.15 客戶須事先通知凱基亞洲下列任何事項：

- (a) 沽售指令是關於客戶並無持有之證券（包括但不限於賣空）。若凱基亞洲並無收到任何該等事先通知，則所有沽售指令將視為出售長倉指令；
- (b) 根據本客戶協議 C 部分隨附《收集個人資料聲明》所提供客戶之個人資料有關之任何資料變更；或
- (c) 客戶向凱基亞洲提供之關於最終受益人或任何其他人士身分之任何資料變更。

8.16 直至凱基亞洲通知客戶其可以發出賣空指示為止，客戶之每項沽售指示均為「長倉」，即客戶絕不會向凱基亞洲發出賣空指示，除非在發出指示之時，客戶 (a) 擁有作為指示標的之證券；或 (b)（倘適用及受一切適用市場規定規限）已行使可轉換為待交付予買家證券之工具。倘客戶可發出賣空指示（若凱基亞洲同意），所有賣空交易必須遵照一切適用市場規定進行。客戶有責任於交收所有該等交易時履行其交收義務。倘凱基亞洲要求，客戶亦須立刻向凱基亞洲提供保證，證明其於指示之前或當時已作出適當安排以保障交易交收。在不限制本客戶協議任何其他條文之一般性原則下，凱基亞洲有權不接納或不執行客戶之任何賣空指示。

8.17 倘凱基亞洲向客戶提供有關衍生產品的服務，凱基亞洲應按照客戶要求提供有關該產品的規格或章程或其他要約文件。

8.18 除非客戶屬於 (i) 《證券及期貨條例》附表 1 第 1 部第 1 條專業投資者之定義的任何 (a) 至 (i) 段項下之專業投資者；或 (ii) 香港法例第 571D 章《證券及期貨（專業投資者）規則》任何第 3 條 (a)、(c) 及 (d) 項下之專業投資者，而凱基亞洲合理滿意客戶就有關產品及 / 或市場符合守則第 15.3A (b) 段項下有關之標準及凱基亞洲已遵守守則第 15.3B 段外，假如凱基亞洲向客戶銷售或建議任何金融產品（其涵義按《證券及期貨條例》所界定及指與凱基亞洲所進行的受規管活動有關的金融產品），該金融產品必須是凱基亞洲經考慮客戶的財務狀況、投資經驗及投資目標後而認為合理地適合客戶的。本客戶協議的其他條文或任何其他凱基亞洲可能要求客戶簽署的文件以及凱基亞洲可能要求客戶作出的聲明概不會減損本第 8.18 條的效力。

8.19 凱基亞洲可記錄與客戶及獲授權人士之所有口頭通訊，以便允許凱基亞洲核實指示或任何其他事宜有關之資料及 / 或作保安、控制或記錄之用。客戶謹此同意記錄該等通訊，不論在電話上進行或透過任何其他媒介或通過錄音帶或電子方式等其他形式。該等記錄是為凱基亞洲之財產且構成此等被記錄通訊之確證並具有約束力。

8.20 客戶有責任向凱基亞洲核查其任何指示是否已獲有效執行或完全沒有執行。在執行指示之後，凱基亞洲將發出交易確認，以及隨後發出定期結單，總結於定期結單涵蓋期間內透過有關帳戶進行之交易。除上述交易確認及定期結單外，凱基亞洲並無義務另外通知客戶其任何指示是否已獲執行。客戶有責任在收訖後審閱與其持有之帳戶有關之交易及其他帳戶活動相關的所有承認書、確認書、成交單據及結單。

8.21 客戶有責任小心及詳細審核凱基亞洲向客戶提供的交易確認書、成交單據以及帳戶結單，並且若客戶於收到或被視為收到有關交易確

認書、成交單據以及帳戶結單之後四十八小時內或凱基亞洲一般或按任何個別情況指定之其他時間內沒有以書面形式向凱基亞洲提出異議，則該等交易確認書、成交單據以及帳戶結單便為確證並被視為已獲客戶接納。

- 8.22 除非凱基亞洲另行（在相關交易的交易確認書、成交單據、帳戶結單及 / 或其他交易相關文件或以其他方式）表明之外，凱基亞洲將作為客戶之代理人執行交易。在不影響前述條款之前提下，當客戶向凱基亞洲發出指示執行及 / 或清算交易時，該指令可透過以下人士予以執行及 / 或（視何者適當而定）清算：(a) 凱基亞洲之聯屬人士；(b) 所在市場或其他市場各交易所及結算所之成員及 / 或中介人及 / 或主事人，且於每種情況下該等人士將（受限於任何相反協議）作為客戶之分代理，根據凱基亞洲依據其絕對酌情可不時作出之安排提供執行指令及 / 或清算服務，故凡本客戶協議內提述交易或凱基亞洲作為客戶代理執行交易及 / 或進行清算須據此進行解釋。
- 8.23 就交易向客戶收取之本地費用代表凱基亞洲之收費，未必等同於凱基亞洲向當地經紀或中介人支付之費用。
- 8.24 凱基亞洲有權 (i) 拒絕任何相關開市前競價時段或相關開市之任何指示，或 (ii) 若收到該等指示，拒絕執行任何該等指示，惟倘客戶與凱基亞洲已經事先及明確協定，則於相關開市前競價時段或相關開市之前客戶與凱基亞洲所有其他客戶就相同證券向凱基亞洲下達執行交易之所有指示，將於相關開市前競價時段開始或相關市場開市時由凱基亞洲在可能程度範圍內作為單一指令按單一價格結合一起執行，由此產生之交易將按比例於所有有關客戶之間分配。
- 8.25 若客戶持有即將到期之價內期權合約長倉，凱基亞洲獲授權按其全權酌情決定權及在毋須給予客戶事先通知或對客戶承擔任何責任之情況下，盡力為客戶行使該合約及將相關證券出售。這樣在任何方面不應解作為凱基亞洲有責任須為或代客戶賣出或行使該合約，而因此客戶放棄針對凱基亞洲就客戶於任何時候因帳戶中之任何期權合約未被行使而可能蒙受或招致損失之任何及所有申索，除非客戶已於適當時候指示凱基亞洲進行有關之行使。
- 8.26 在不限制條款及條件任何其他條文之一般性前提下，客戶確認並同意，凱基亞洲及本客戶協議 A 部分第 8.22 條所述之有關人士可透過相關股票交易市場代表客戶執行指令，或另行作為客戶之代理人並自客戶收取佣金。

9. 交收

- 9.1 就代客戶執行之每一宗買賣交易，除非另有協定或凱基亞洲已代客戶持有足夠現金或證券以作交易之交收，否則客戶須就有關交易立刻應要求或在凱基亞洲要求（不論是口頭、書面或其他方式）之時限之前：
- (a) 向凱基亞洲支付可即時動用的資金或交付可交付形式之證券；或
- (b) 以其他方式確保凱基亞洲收到該等資金或證券。
- 9.2 除非另行協定，否則客戶同意倘客戶未能在本客戶協議 A 部分第 9.1 條所述之時限前付款或交付證券，凱基亞洲謹此獲授權：
- (a) （如屬買入交易）轉讓或出售任何客戶證券（包括該等買入證券）以履行客戶對凱基亞洲之責任；或
- (b) （如屬賣出交易）借入及 / 或買入該等已售證券以履行客戶對凱基亞洲之責任。
- 9.3 倘凱基亞洲未能滿意客戶於帳戶內擁有充足可即時動用資金或證券用於交收相關指示之建議交易，則凱基亞洲可酌情選擇不執行向其發出之任何指示及 / 或取消任何指示。
- 9.4 為便於客戶妥善交收，凱基亞洲可按其絕對酌情權向客戶借出證券

或為客戶借入證券以對其賣出交易進行交收。凱基亞洲亦可代表客戶或為客戶之利益依據凱基亞洲確切決定之條款訂立證券借貸安排（不論是以凱基亞洲、其聯屬人士或其他人士之名義）。客戶須彌償凱基亞洲及其聯屬人士根據證券借入及借出安排下所需之保證金、擔保、證券或抵押品維持及開支。凱基亞洲不保證或擔保有關賣空服務可獲得提供或持續可獲得提供。

- 9.5 任何與交易及凱基亞洲根據本客戶協議採取之交收行動或步驟有關之一切匯兌風險均由客戶獨自承擔。
- 9.6 為著執行客戶指示或行使凱基亞洲於本客戶協議或任何帳戶項下權利之目的，凱基亞洲可於任何時間全權酌情決定將任何帳戶內或客戶貸方進帳任何貨幣之任何金額兌換為任何其他貨幣而毋須承擔任何責任。該等兌換之匯率損失及費用將由客戶獨自承擔。
- 9.7 客戶謹此不可撤銷地授權凱基亞洲執行或以其他方式實行就帳戶或透過帳戶或就根據本客戶協議為或代表客戶執行交易進行交收之任何指示，包括但不限於將任何金額之所得收益淨額存入或轉帳至結算帳戶，或安排（風險由客戶承擔）出具以客戶為受益人之所得收益淨額支票供客戶親身提取或將支票送交至客戶指明的地址。
- 9.8 客戶謹此確認，客戶須負責並將彌償凱基亞洲就客戶未能按本客戶協議 A 部分第 9.1 條規定之時限前履行其義務而令凱基亞洲蒙受或招致之任何損失、成本、費用及開支（包括按全額彌償基準之法律費用）及使凱基亞洲獲得彌償。

10. 佣金及收費

- 10.1 凱基亞洲將向客戶收取根據凱基亞洲不時決定並通知客戶及 / 或在凱基亞洲網站發佈之比率或基準計算的費用、收費及佣金。客戶須負責應要求支付任何及不論任何原因就帳戶所產生之任何債項及借方結餘，包括但不限於佣金、收費、費用、法定費用、稅項、徵費及交付收費。凱基亞洲及其有聯繫實體可從帳戶提取現金或平倉帳戶中的證券以支付帳戶有關之任何到期及未償付款項。
- 10.2 在不影響凱基亞洲任何其他權利及補救措施之情況下，凱基亞洲可就連續六個月或更長時間內沒有交易活動之任何帳戶依據凱基亞洲可不時規定之收費率或金額以及其他條款收取維護費用。該等收費費用將會自動從帳戶內扣除。
- 10.3 客戶謹此不可撤銷地授權凱基亞洲收取任何有關交易所按照其不時規定之規則可不時對依據本客戶協議執行之任何交易施加之所有徵費。
- 10.4 在不影響以及附加於凱基亞洲依據本客戶協議項下之任何其他權利及補救措施之前提下，客戶謹此不可撤銷地授權凱基亞洲（並無義務必須及毋須事先通知客戶）運用或預扣全部或部分凱基亞洲於帳戶內為或代客戶持有之任何現金、證券或其他資產或財產（不論是否與特定交易或指示有關），以支付為應付帳戶或任何交易或指示或其服務或當中任何證券有關或與之關連的佣金、經紀費用、稅項（包括凱基亞洲合理酌情決定之潛在應付稅項）、印花稅、銀行收費、轉帳費、利息、託管費或其他收費而適當要求之款項。客戶亦須應要求即時支付凱基亞洲可不時通知客戶之有關款項或額外款項。
- 10.5 欠付凱基亞洲之所有債項將按照凱基亞洲不時通知客戶之利率收取利息。若並無該通知及受限於適用法律，則客戶之港元債項將被收取按下列兩者中較高之年利率計算之利息：(i) 渣打銀行所報港元最優惠貸款年利率加 10%；或 (ii) 現行一個月香港銀行同業拆息加 12.5%。倘為外幣債項，則年利率將為凱基亞洲所報其資金成本加 10%（不論凱基亞洲是否實際借入該等資金）。
- 10.6 倘凱基亞洲於考慮當時情況後全權酌情認為證券項下任何利息、股息或其他付款之金額微不足道，則客戶放棄其對該等利息、股息或其他付款之權利，而已收取之任何該等利息、股息或其他付款將成為凱基亞洲之財產。客戶進一步同意，一旦有關款額（根據本條文

之條款) 成為凱基亞洲之財產, 則客戶不得就該等款額或其任何部分對凱基亞洲提出申索, 並且客戶謹此放棄其就該等款額或其任何部分可能具有或取得之任何權利或申索。

11. 客戶同意非金錢利益、現金或金錢性質回佣及其他利益保留

- 11.1 客戶明白凱基亞洲及其聯屬人士可不時收取並保留(以適用市場規定(包括守則)不禁止為限)與本客戶協議項下擬進行之任何交易或帳戶有關之任何非金錢利益及現金或金錢性質回佣或其他利益, 或向第三者提供該等非金錢利益及現金或金錢性質回佣或其他利益, 並且在本客戶協議A部分第11.2條規限下, 客戶謹此同意凱基亞洲及其聯屬人士提供、收取及/或保留該等非金錢利益及現金或金錢性質回佣或其他利益。
- 11.2 凱基亞洲及其聯屬人士收取或提供之非金錢利益可包括研究及顧問服務; 經濟及政治分析; 投資組合分析, 包括估值及衡量業績表現的分析; 市場分析、數據及報價服務; 與上述物品及服務有關的電腦硬件及軟件; 結算及代管服務, 以及與投資有關的刊物。然而, 有關物品及服務(即非金錢利益)不可包括旅遊、住宿、娛樂、一般行政所需的物品或服務、一般辦公室設備或處所、會籍費用、僱員薪酬或直接金錢支付。
- 11.3 在客戶要求下及/或根據任何適用市場規定(包括守則)之要求, 凱基亞洲將會透過通知客戶及/或於凱基亞洲網站發佈方式, 向客戶提供關於非金錢利益及現金或金錢性質回佣或其他利益(如有)之收取、存在及性質與及在甚麼情況下凱基亞洲及/或其聯屬人士經已或可會收取並保留該等利益之一切有關資訊。

12. 託管安排

- 12.1 為客戶購買之證券將會交付予客戶(或依客戶所指示處理), 惟:
- (a) 該等證券須已繳足; 及
 - (b) 該等證券不受限於任何留置權及/或並非由凱基亞洲或其聯屬人士持有作為抵押品。
- 12.2 不時由或代表凱基亞洲或其有聯屬實體代客戶於香港收取或持有之所有有關證券將根據客戶證券規則被存放於由凱基亞洲或其有聯屬實體在香港於認可財務機構、證監會核准之保管人或另一獲發牌可進行證券交易之中介人開立及維持並指定為信託帳戶或客戶帳戶之獨立帳戶作穩妥保管, 或以客戶或該有聯屬實體之名稱登記。
- 12.3 凱基亞洲、其任何有聯屬實體、銀行、機構、保管人或中介人根據本客戶協議持有之任何證券, 均由客戶自行承擔風險, 而凱基亞洲及其相關有聯屬實體、銀行、機構、保管人及中介人並無責任就任何種類之風險為客戶購買保險, 及有關責任須由客戶自行承擔。
- 12.4 倘於凱基亞洲存放之任何證券並非以客戶之名義登記, 則就該等證券累算之任何股息或其他分派或利益, 等同於代客戶持有證券佔有關證券總數或總額比例之有關分派或利益會被撥歸帳戶(若與客戶另行協定可向客戶付款)。凱基亞洲亦可(但無義務)依據客戶事先之具體指示, 就該等證券代表客戶行使表決權。
- 12.5 倘於凱基亞洲存放之任何證券並非以客戶之名義登記, 則凱基亞洲就該等證券所蒙受或招致之損失, 將按等同於代客戶持有證券佔有關證券總數或總額比例之有關損失自帳戶扣除(若與客戶另行協定可由客戶付款)。
- 12.6 凱基亞洲獲客戶授權可處置或促使其有聯屬實體處置代客戶收取或持有之任何證券或證券抵押品(及凱基亞洲有絕對酌情權決定處置客戶的那些證券或證券抵押品), 以解除由客戶或代客戶對凱基亞洲、該有聯屬實體或第三者所負的法律責任。
- 12.7 凱基亞洲在交付、持有作穩妥保管或其他目的或以客戶名義登記由凱基亞洲代客戶購買或取得之證券之責任, 祇要凱基亞洲將與原先

存放於或轉移至凱基亞洲或其代客戶取得之證券具有相同類別、面額及名義數額以及享有同等權益之證券交付、持有或以客戶名義或客戶代人名義登記, 凱基亞洲即已履行前述之責任(但經常受限於其間可能進行之任何資本重組), 而凱基亞洲不須交付或歸還與前述原先證券在數量、類別、面額、名義數額及附帶權益方面跟該等證券完全一樣之證券。

- 12.8 不時由或代表凱基亞洲或其有聯屬實體於香港收取或持有並與客戶相關之所有有關客戶款項將根據客戶款項規則作適當對待及處理, 因此有關客戶款項將被存入由凱基亞洲或其有聯屬實體在香港於認可財務機構或證監會批准之任何其他人士設立之一個或多於一個獨立帳戶, 而每個該等獨立帳戶均須指定為信託帳戶或客戶帳戶。除非客戶與凱基亞洲或其相關之有聯屬實體另行協定, 在獨立帳戶內代客戶持有的客戶款項所產生之任何利息款額將全部歸屬凱基亞洲或其相關之有聯屬實體及凱基亞洲或該有聯屬實體有權為其本身利益保留該等利息款額。
- 12.9 在《證券及期貨條例》之條文及據其制訂之有關規則的規限下, 客戶授權並同意不時代客戶收取或持有之證券及證券抵押品可按凱基亞洲認為適當之方式對待及處理。客戶明白該等證券及證券抵押品可能受第三者之留置權或押記所限制, 而只有該等留置權或押記被解除後, 該等證券或證券抵押品才可以退還予客戶。客戶亦同意, 凱基亞洲有權為其本身之利益保留且毋須向客戶交代源自凱基亞洲或其有聯屬實體向任何第三者為任何目的借出或存放客戶之證券或證券抵押品所獲取之任何收費、收入、回佣或其他利益。
- 12.10 在《證券及期貨條例》之條文及據其制訂之有關規則的規限下, 凱基亞洲及其聯屬人士具有客戶代其本身及其聯屬人士作出之常設授權, 以(並無義務如此)於兩個或以上的客戶及其聯屬人士於凱基亞洲及其聯屬人士開設之帳戶(無論是何種性質及是否個別或與其他人士聯名)之間進行抵銷或資金轉撥而毋須客戶或其聯屬人士任何進一步同意或向其發出通知, 藉此履行或減少客戶或其任何聯屬人士對凱基或其聯屬人士須履行之責任或償付債項。

13. 新上市證券

- 13.1 客戶要求並授權凱基亞洲作為客戶之代理及為客戶之利益或最終受益人之利益, 依據客戶指示申請認購或購買於聯交所新上市及/或新發行證券, 不論有關申請是單獨或連同凱基亞洲其他客戶或凱基亞洲聯屬人士之申請整批進行。客戶確認凱基亞洲對有關新上市及/或新發行證券之任何招股章程及/或發售文件之準確性或完整性或當中任何誤述概不負責。
- 13.2 在向凱基亞洲作出指示申請認購或購買某次於聯交所新上市及/或新發行證券時, 客戶確認並聲明:
- (a) 客戶已閱讀並明白有關招股章程、申請表格及/或其他相關發售文件, 且客戶之申請受該等招股章程、申請表格及/或其他相關發售文件之條款及條件(包括有關發行人可釐定證券最終定價之酌情權)規限, 或在沒有任何書面發售文件情況下, 客戶完全明白有關認購/購買之條款及條件;
 - (b) 客戶符合資格認購或購買該等證券並將遵守或已遵守該等招股章程、申請表格及/或其他相關發售文件內所列之全部條款及條件, 或在沒有任何書面發售文件情況下, 將遵守或已遵守有關認購/購買之條款及條件;
 - (c) 凱基亞洲具有適當授權代客戶作出相關申請;
 - (d) 凱基亞洲代客戶作出之申請是為客戶或代表客戶(為客戶之利益或為最終受益人之利益)作出及擬作出之唯一申請, 且客戶不會作出其他申請, 而客戶授權凱基亞洲向聯交所於任何申請表格上(或以其他方式)或向任何其他人士(視何者適當)給予同樣披露及保證; 及
 - (e) 客戶作出有關招股章程、申請表格及/或其他相關發售文件內

須由證券申請人作出之所有陳述、保證及聲明，或在沒有任何書面發售文件情況下，客戶作出有關認購／購買條款及條件內須由申請人作出之所有陳述、保證及聲明。

- 13.3 就凱基亞洲作為客戶代理所作出之申請，客戶確認根據本客戶協議A部分第13.2條所作出之確認及聲明將為有關證券之發行人、保薦人、包銷商或配售代理、聯交所或任何其他相關監管機構或人士所依賴。
- 13.4 客戶同意並承認，有關證券之發行人或賣方（及其代理）具有完全酌情權拒絕或接納凱基亞洲代客戶作出之申請或僅接納部分申請。倘客戶之申請遭拒絕或部分接納，不論是否因與客戶申請有關之理由所導致，凱基亞洲或其聯屬人士（於並無嚴重疏忽或故意違約之情況）均毋須因該等拒絕或部分接納而對客戶或任何其他人士負責。倘申請是因違反任何陳述、保證及聲明或其他原因而是由與客戶有關之因素所引起，則客戶同意全額彌償凱基亞洲及其聯屬人士。
- 13.5 倘凱基亞洲代其客戶作出整批申請，則客戶同意若該整批申請僅獲部分接納，凱基亞洲具有全權及完全酌情權按其選擇之基準（按凱基亞洲之全權及絕對酌情權）於其客戶之間分配證券。
- 13.6 客戶進一步確認，一間主要業務為買賣股份及客戶對其可行使法定控制權之非上市公司所作申請，將被視為客戶利益作出之申請。
- 13.7 於收到客戶之口頭或書面要約（「要約」）後，凱基亞洲可按其全權及絕對酌情權決定向客戶授予貸款（「貸款」）以僅用於支付客戶認購或購買聯交所新上市及／或新發行證券（「新上市證券」）所須款項，並就此通過以書面形式向客戶發出載有貸款條款及其他詳情之接納通知（「接納通知」）。本第13條之條款及條件通過接納通知中提要約方式被視為已被納入。一旦凱基亞洲已發出接納通知，客戶即不得撤銷要約。
- 13.8 新上市證券之付款將以凱基亞洲之名義（或其代名人之名義）作出，但客戶須自行負責及承擔風險。客戶確認其認購或購買新上市證券（由凱基亞洲或凱基亞洲之代名人代表客戶作出）之申請未必獲有關證券發行人或賣方接納，但客戶仍需承擔貸款之利息及相關責任。
- 13.9 儘管申請乃由凱基亞洲（或其代名人）代客戶作出，但客戶對有關發行人或賣方就未獲接納申請退還之任何款項（「退款」）並無任何權利、所有權、權益或申索權（不論何種性質），以退款不超過貸款及客戶欠付之任何未償還結餘為限。
- 13.10 每筆貸款連同累算費用及利息將須於下列兩者之中較早時候償還：
(i) 按凱基亞洲要求；或
(ii) 新上市證券於聯交所上市之預訂日期，惟倘新上市證券之任何申請不成功，或僅部分成功，則退款將立即用於償還未付還貸款及其累算費用及利息，不論是於接納通知內訂明之還款日期（「還款日期」）之前或之後。
- 13.11 客戶同意收款銀行、託管機構或代名人可就未成功申請立即向凱基亞洲支付全部退款，且凱基亞洲獲授權向該等收款銀行、託管機構或代名人發出其認為合適之指示或採取其他適當行動以令該付款生效。
- 13.12 客戶謹此授權凱基亞洲以任何第三者為受益人就新上市證券及與客戶認購或購買該等新上市證券有關之所有款項（包括退款）作出質押或授予（由凱基亞洲絕對酌情決定）不論何種性質之保證權益（包括由此衍生之所有權利及權益），以便於凱基亞洲可就其全部或部分貸款出資獲得信貸融資。
- 13.13 客戶須按凱基亞洲可作出之要求簽立及簽署一切轉讓、授權書、委託書及其他文件以及進行一切行動及事宜以使凱基亞洲及任何有關第三者獲得本第13條所述擔保權益之全部利益，包括但不限於完成凱基亞洲對新上市證券之所有權或使凱基亞洲可將該等新上市證券轉歸於其代名人或任何有關第三者名下。
- 13.14 客戶須按接納通知內訂明之利率向凱基亞洲支付貸款利息，該利息自貸款支取日期（按接納通知內訂明）起至凱基亞洲釐定之客戶最

終償還貸款日期止期間以365日為基準（或接納通知內列明之其他基準）每日累計。

- 13.15 倘客戶未能於還款日期償還貸款，則凱基亞洲有絕對權利按其視為合適及適當之方式及價格出售或處置或促使出售或處置全部或任何部分新上市證券而毋須通知客戶，並將出售或處置後所得收益用於償還未清償貸款、該等出售或處置之成本及其累算之任何費用及利息。客戶無權就任何該等出售或處置產生之任何損失向凱基亞洲索賠。
- 13.16 就因貸款而針對凱基亞洲及其聯屬人士及其各自代理人或他們當中任何人士提起之所有申索、訴訟、負債及法律程序，客戶同意全額彌償凱基亞洲及其聯屬人士及其各自代理人並令其各自免受損失，以及承擔彼等或當中任何人士就貸款可能蒙受或招致之全部損失（包括法律費用）。於任何情況下，凱基亞洲及其聯屬人士及其各自代理人對透過或與其進行交易以完成客戶認購或購買新上市證券申請之商號或公司之任何違約、無力償債、作為或不作為而致令客戶可能蒙受或招致之任何損失或導致之任何事情概不負責。

14. 抵銷、押記、留置權及帳戶合併

- 14.1 在附加於及不影響凱基亞洲根據本客戶協議或適用市場規定可享有之任何一般留置權、抵銷權或其他相類似權利之前提下，客戶在凱基亞洲於任何時候或不時持有或取得或管有或受其指示或控制之任何款項、證券、期權合約及其他資產或財產（不論是獨自或與他人聯名持有）中之所有權益，均須受限於按持續保證方式以凱基亞洲為受益人之押記及／或一般留置權及擔保權益，以抵銷及履行客戶由於交易或其他原因引起之任何或全部責任及義務。
 - 14.2 在附加於及不影響凱基亞洲根據適用市場規定或本客戶協議有權享有之任何一般留置權或其他類似權利以及在受限於任何適用法律、規則及規例（包括但不限於客戶款項規則及客戶證券規則）之前提下，凱基亞洲（為其本身及作為其任何聯屬人士之代理人）可於任何時候在沒有通知客戶之情形下，將客戶及／或其聯屬人士在凱基亞洲及／或其聯屬人士處維持之任何或全部帳戶（包括帳戶）（不論是任何性質及獨自或與他人聯名持有）進行合併或綜合，並且抵銷或轉移任何該等帳戶內之任何款項（任何貨幣）、證券、期權合約及／或其他資產或財產，以履行客戶及／或其任何聯屬人士對凱基亞洲及／或其任何聯屬人士之債務、責任或義務，不論該等債務、責任或義務為現時或將來、實際或或然、主要或附屬、有抵押或無抵押，或者共同或個別的。凡該種合併、綜合、抵銷或轉移須將一種貨幣兌換成另一種貨幣，則該兌換須依照凱基亞洲確切決定的兌換率計算。
 - 14.3 在不限制或修訂本客戶協議之一般性條文並在受限於任何適用法律、規則及規例（包括但不限於客戶款項規則及客戶證券規則）之前提下，凱基亞洲可在沒有通知客戶之情形下，在客戶於任何時候在凱基亞洲及／或其任何聯屬人士處維持之任何帳戶之間相互地轉移全部或任何款項、資產或財產。
 - 14.4 就聯名帳戶而言，凱基亞洲有權將該聯名帳戶內任何貸方結餘與客戶在其他帳戶（此帳戶可能由該聯名帳戶之一個或多個持有人持有）之借方結餘進行抵銷。
- #### 15. 通知及通訊
- 15.1 客戶明確同意除了專人交付或郵遞之外，凱基亞洲可選擇使用或通過傳真、短訊服務、電郵、於凱基亞洲網站登載或任何其他類型電子通訊以電子方式向客戶發出或發送任何通知、函件、成交單據、確認、帳戶結單、收據、規定披露訊息及通訊（「電子通訊」），與及客戶同意接受及承擔發送及接收電子通訊所附帶之一切風險，包括但不限於下列風險：
 - (a) 透過互聯網或其他電子媒介進行之電子通訊在本質上是不可靠的媒介，可能因（如適用）不可預測之流量擠塞、所使用媒體

之公開性質或其他原因而導致干擾、傳輸中斷、或可能產生延遲傳輸或錯誤資料傳輸；

- (b) 透過互聯網或其他電子媒介進行電子通訊可能未被執行；及
- (c) 透過互聯網或其他電子媒介發送及接收個人資料可能並不安全及暴露於眾多風險，包括但不限於被未經授權第三者獲得之風險，

並且客戶確認及同意凱基亞洲及其聯屬人以及彼等各自之股東、董事、高級人員、僱員、代表或代理人（統稱「有關人士」）對以上情況招致或有關之後果毋須對客戶或任何其他人士承擔任何義務或責任，並謹此放棄所有向凱基亞洲及有關人士就上述事宜提出任何申索之權利。

- 15.2 凱基亞洲對客戶就任何電子通訊因通訊設備之任何傳輸延誤、故障或失效或任何其他凱基亞洲無法合理控制或預期之原因而可能蒙受或招致之損失或任何事情概不負責。
- 15.3 凱基亞洲由專人交付、通過郵遞或通過傳真、短訊服務、電郵或於凱基亞洲網站登載或任何其他電子通訊方式送達客戶之任何通訊，在下列情況下視為客戶已接收：（若由專人交付）專人送達之時或送至客戶以書面形式最後通知凱基亞洲之地址，（若通過郵遞送達）若地址是位於香港在郵遞後 48 小時及若地址是位於香港境外則在郵遞後第五天或（若通過傳真、短訊服務、電郵、於凱基亞洲網站登載或其他電子通訊方式）緊隨傳輸至客戶以書面形式最後通知凱基亞洲之傳真號碼、電話號碼、電郵地址或其他聯絡詳情後或凱基亞洲於凱基亞洲網站登載後。
- 15.4 就任何由客戶向凱基亞洲作出或發出之通知或通訊（包括但不限於指示），客戶須自行承擔風險，並僅當凱基亞洲實際收到後方能生效。
- 15.5 客戶同意保持其帳戶有關之資料為最新，並且於任何變動發生後兩個營業日內通知凱基亞洲該項變動。客戶理解，為帳戶之安全及完整性，倘致客戶之通訊因客戶未能更新及 / 或通知凱基亞洲帳戶有關之最新及準確資料而不可送達或遭退回，則凱基亞洲可能暫時或永久停用帳戶或限制帳戶之取用或若干功能（包括交易及結算交易）。

16. 利益衝突

- 16.1 客戶謹此確認並同意，凱基亞洲、其聯屬人士或直接或間接與凱基亞洲有關連之其他人士可不時為自己進行交易。客戶請注意且客戶確認，當凱基亞洲為客戶進行交易時，凱基亞洲或其聯屬人士或直接或間接與凱基亞洲有關連之其他人士可能就相關交易、安排或服務擁有重大利益、關係或安排。在不限制該等利益性質之情形下，示例包括：
 - (a) 作為主事人為凱基亞洲自己或為第三者進行投資、相關投資或與該投資相關資產交易，這些可能包括向客戶賣出或從客戶買入，以及與可能屬於聯屬人士之中介經紀或其他代理人進行交易或使用彼等之服務；
 - (b) 凱基亞洲透過代表任何其他客戶以及客戶行事或於相同或大約相同時間執行與客戶及該其他客戶之對盤交易，可將客戶之交易與該其他客戶之交易進行對盤。
 - (c) 凱基亞洲可為自己或代表其他客戶買入、賣出、取消、抵銷、平倉、持有或處置任何期權合約或採取對客戶指示相反之持倉；
 - (d) 從客戶買入並立即賣給另一客戶，反之亦然；
 - (e) 於有關投資、相關投資或與該投資相關資產中持有（或讓其他客戶持有）權益或倉位；
 - (f) 向有關投資、相關投資或與該投資相關資產之市場提供報價；

- (g) 買賣凱基亞洲或其聯屬人士為其受託人、營運者或管理人（或其受託人之顧問）之集體投資計劃之單位或股份；
- (h) 凱基亞洲由於向任何公司提供業務而可能已收取或正在收取回佣、付款或其他利益；
- (i) 凱基亞洲在涉及有關投資或相關投資之收購、新發行或其他交易中可能是或曾經是以包銷商或一些其他身分參與；
- (j) 向可能於投資或相關資產中擁有權益而與客戶之利益存在衝突之其他客戶提供意見及其他服務；
- (k) 凱基亞洲或會收取由任何人士就向客戶分銷投資產品而（直接或間接）支付或提供的費用、佣金或任何金錢利益；及 / 或
- (l) 凱基亞洲或與投資產品的發行人有緊密聯繫或其他法律或經濟關係，或從任何人士收取非金錢利益。

- 16.2 客戶確認並接受凱基亞洲、其任何聯屬人士或直接或間接與凱基亞洲有關連之其他人士可能擁有與客戶利益存在衝突之利益，並可能負有與在其他方面對客戶負有之職責相衝突之職責，及客戶同意前述說明。倘凱基亞洲擁有任何該等利益或實際或潛在衝突發生，凱基亞洲將採取一切合理措施以確保客戶獲得公平對待。
- 16.3 凱基亞洲並無責任須向客戶披露其以任何身分為任何其他人士或以其自身行事過程中得悉或獲通知之任何事實或事情。

17. 電子服務

- 17.1 除非另有訂明，否則本第 17 條乃附加於及不影響本客戶協議之所有其他條文。
- 17.2 根據條款及條件凱基亞洲可向客戶提供電子服務，及客戶謹此要求獲提供該等服務，而此等條款及條件可由凱基亞洲按其絕對酌情權透過發出任何通知、信函、刊物或其他文件或透過於凱基亞洲網站登載有關修訂或補充不時予以修訂或補充。客戶承諾及確認，若客戶於凱基亞洲網站或其他電子媒介根據凱基亞洲於該媒介之指示使用電子簽署或數碼簽署或選按接受按鈕或作出類似行為或動作接受本客戶協議或任何其他由凱基亞洲向客戶提供或要約接受之電子形式之合約文件，客戶同意受有關文件的條件及條款所約束如同客戶以人手方式簽署一樣。若以電子方式簽署文件之人士或個人是代表法團或其他實體如此簽署有關文件，該人士或個人聲明及保證其擁有一切所須權力及權限以代表該法團或實體訂立有關文件。
- 17.3 客戶同意，客戶為本客戶協議項下登入密碼及電子服務之唯一授權使用者。客戶須對凱基亞洲發給予客戶之登入密碼之保密、安全及使用以及藉著或透過使用客戶登入密碼發出之所有指示及完成之所有交易自行承擔全部責任。
- 17.4 客戶進一步確認，電子服務、凱基亞洲網站以及構成前述服務之軟件均歸凱基亞洲專有。客戶承諾並保證不會及不會嘗試干擾、修改、反編譯、反向編碼、破壞、毀壞或以其他方式更改，以及不會嘗試未經授權登入電子服務之任何部分、凱基亞洲網站以及構成前述服務之任何軟件。倘客戶於任何時間違反本承諾或保證或凱基亞洲於任何時間合理懷疑客戶有上述違反時，客戶同意凱基亞洲有權不經通知客戶立即關閉任何或全部帳戶，客戶亦確認凱基亞洲可對其採取法律行動。客戶承諾在知悉任何人士作出本第 17.4 條所述之任何行動時，立即通知凱基亞洲。
- 17.5 當凱基亞洲允許客戶通過網上與凱基亞洲開戶時，除透過在互聯網上填妥及交回本客戶協議連同開戶表格外，若凱基亞洲有此要求，客戶同意向凱基亞洲交回經其填妥及簽署並經凱基亞洲可不時接受之專業人士所見證或核證之本客戶協議連同開戶表格之正本。在不影響本客戶協議之其他條文及凱基亞洲可不時施加之其他規定前提下，凱基亞洲有權拒絕執行客戶之指示，直至其已收到前述本客戶協議連同開戶表格之經填妥及簽署正本。儘管本客戶協議有任何相反規定之條文，凱基亞洲保留拒絕任何帳戶開戶申請而毋須提供任

何原因之權利。

- 17.6 客戶確認電子指示一經作出便可能無法更改或取消，並謹此同意在發出每項電子指示之前會仔細覆核有關指示。
- 17.7 凱基亞洲並無就電子服務作出任何明示或默示之保證。客戶確認電子服務系統並非為客戶之個別需要而被開發，而客戶乃按「現況」及「現時可用」之基礎出於本身之意願使用有關系統，並自行承擔風險，且凱基亞洲對客戶選擇或使用電子服務產生之任何後果不承擔責任。
- 17.8 除非另行協定，否則凱基亞洲保留權利不執行客戶透過電子服務作出之任何指示，直至其信納客戶在帳戶內有充足可即時動用之資金或證券按本客戶協議 A 部分第 9 條之規定用於結算相關交易。
- 17.9 除非及直至客戶收到凱基亞洲發出之接收指示確認及有關指示已被執行之確認，否則凱基亞洲不應被視為已收到及 / 或執行客戶透過電子服務所作出之指示。
- 17.10 客戶確認並同意，作為凱基亞洲提供電子服務條件之一，客戶於下列情況下須立即通知凱基亞洲：
- (a) 透過電子服務發出指示之後，客戶並未收到任何接收指示確認或收到之接收指示確認中包含錯誤細節；
 - (b) 客戶收到其並無指示之接收指示確認或交易確認回執或察覺任何類似衝突；或
 - (c) 客戶察覺客戶登入密碼任何未經授權之使用及 / 或披露或任何未經授權交易之進行。
- 17.11 客戶同意，凱基亞洲對於客戶或任何其他人士因使用或嘗試使用電子服務而可能蒙受或招致之對客戶或該等其他人士之任何損失或損害賠償不承擔責任，包括但不限於因任何系統或軟件或硬件故障或通訊線路或設備因任何原因出現中斷或故障所導致之損失或損害賠償，除非有關損失或損害賠償是因凱基亞洲之故意違約或嚴重疏忽所導致則作別論。客戶進一步承諾按全額彌償基準彌償凱基亞洲因客戶使用電子服務可能蒙受或招致之任何損失或損害賠償，惟有關損失或損害賠償超出客戶之合理控制除外。
- 17.12 客戶確認並同意，倘客戶於電子服務過程中使用之通訊模式暫時不可用，客戶可於該期間內繼續操作有關帳戶，惟受限於凱基亞洲關於核實客戶身分獲得按其不時認為適當所須資料之權利。
- 17.13 凱基亞洲可不時按其全權酌情決定權及在毋須事先通知客戶之情況下，暫停、禁止或終止客戶使用電子服務或透過電子服務客戶可向凱基亞洲傳輸及凱基亞洲可接受之指示或其他通訊之類型或就有關使用及指示或其他通訊之類型施加限制或限額。
- 17.14 電子服務可提供（僅供參考）第三者發佈之有關證券、衍生產品、互惠基金或其他投資產品之資料。由於市場波動及數據傳輸過程中之可能延遲，有關數據未必是相關產品之實時市場行情。凱基亞洲沒有獨立基礎核實或否定所提供資料之準確性或完整性。從該等資料中不應推斷凱基亞洲提供任何推薦或認可。客戶亦確認，交易所及若干團體可能宣稱對彼等提供給有關發佈市場數據人士之該等數據具有所有人權益及權利，並同意不會作出構成侵犯或侵害該等權利或權益之任何行為。客戶亦明白，凱基亞洲並不保證市場數據或任何市場資料或消息（包括透過電子服務提供給客戶之任何資料）之準確性、真實性、可靠性、充分性、時間性、順序或完整性。凱基亞洲在任何方面不負責因下列原因所產生或導致之任何損失：(1) 任何該等數據、資料或消息之不準確、錯誤或遺漏；(2) 其傳輸或交付之任何延遲；(3) 通訊中之任何暫停或阻塞；(4) 任何該等數據、資料或消息之不可用或中斷，不論是否因凱基亞洲之任何行為所致；或 (5) 非凱基亞洲所能控制之任何不可抗力事件所致。
- 17.15 凱基亞洲就透過電子服務傳達之任何指示及資料所保留之任何記錄，將為該等指示及資料之確認並屬於凱基亞洲之財產。

18. 聯名帳戶

- 18.1 倘客戶包括一名以上人士：
- (a) 彼等各自之責任及義務須為共同及各別的，且按文意須要，有關客戶之提述應解釋為指彼等當中任何或每位人士；
 - (b) 凱基亞洲有權但無義務依據任何彼等人士之指示或要求行事；
 - (c) 即使任何其他客戶或擬受約束之其他人士不受約束，彼等當中之每位人士均受約束；
 - (d) 向彼等任何一名人士發出任何通知將視為對所有該等人士發出有效通知；及
 - (e) 凱基亞洲有權與任一客戶單獨處理任何事項，包括在任何範圍內免除任何責任，而不影響任何其他人士之責任。
- 18.2 倘客戶包括一名以上人士，客戶當中任何人士身故（當中任何其他人士仍在生），則本客戶協議不會因此終止及身故人士於帳戶之權益將歸屬尚存人士及以彼等尚存人士之利益生效，惟該已故客戶招致之任何責任可由凱基亞洲就該已故客戶之遺產作出強制執行。尚存客戶於得悉客戶當中任何人士身故時，須立即向凱基亞洲發出書面通知。

19. 違約

- 19.1 下列任一項事項均構成違約事件（各自稱為「違約事件」）：
- (a) 客戶未能遵守或履行其於本客戶協議項下之任何責任，或客戶在本客戶協議項下作出或提供或被視為作出或提供任何陳述、保證或承諾之時，有關陳述、保證或承諾在任何重大方面有錯誤或存在誤導或凱基亞洲按其獨有意見認為任何有關聲明、保證或承諾在任何重大方面是或變成錯誤或存在誤導；
 - (b) 客戶根據任何破產、無力償債、規管、監管或類似法律（包括潛在適用於無力償債一方之任何公司或其他法律）就客戶自身或客戶之債務提出自願申訴或其他法律程序，尋求或建議清盤、重組、安排或債務重整、凍結或延緩償付或其他類似濟助，或尋求委任客戶或客戶之任何大部分資產之受託人、接管人、清盤人、管理人、託管人、審查人或其他類似人員（各自稱為「託管人」），或採取任何公司行動對前述任何人員作出授權，以及在重組、安排或債務重整情況下，凱基亞洲並不同意有關建議；
 - (c) 根據任何破產、無力償債、規管、監管或類似法律（包括潛在適用於無力償債一方之任何公司或其他法律）就客戶自身或客戶之債務對客戶提出非自願申訴或其他法律程序，尋求或建議清盤、重組、安排或債務重整、凍結或延緩償付或其他類似濟助，或尋求委任客戶或客戶之任何大部分資產之託管人，且該非自願申訴或其他法律程序：(i) 在提起或提呈後五日內未被解除，或 (ii) 已在五日內被解除，但理由僅為資產不足以償付該個案或其他法律程序之費用；
 - (d) 倘客戶為個人、合夥企業或獨資企業：(i) 對客戶（或假若客戶由多於一名個人組成，組成客戶之其中一名個人）或（若客戶為合夥企業）任何合夥人作出破產或清盤命令，(ii) 由或針對客戶（或假若客戶由多於一名個人組成，組成客戶之其中一名個人）或（若客戶為合夥企業）任何合夥人提呈破產呈請或提出清盤，或 (iii) 客戶（或假若客戶由多於一名個人組成，組成客戶之其中一名個人）或（若客戶為合夥企業）任何合夥人身故、心智不健全、精神錯亂或在任何方面喪失行為能力；
 - (e) 就客戶之全部或任何部分業務或資產施加任何扣押或強制執行或由任何產權負擔人持有，或委任接管人、管理人、受託人、清盤人及 / 或經理人或其他類似人員；
 - (f) 根據任何適用於客戶之破產或無力償債法律所界定，客戶無力

償還其到期債務或客戶破產或無力償債；或客戶之任何債項在到期日未予償付，或在該債項於其它情況下本應到期及應付之前，成為於任何時間可根據證明該債項之協定或文據被宣布其已到期及應付，或針對客戶之全部或任何部分財產、業務或資產（有形及無形）與本客戶協議有關之任何執行判決、查封、扣押或扣留申請之任何訴訟、行動或其它法律程序被啟動，或產權負擔人接管該等全部或任何部分財產、業務或資產；

- (g) 根據任何其他司法管轄區之法律發生等同於以上 (b)、(c)、(d)、(e) 或 (f) 內列明之事項；
- (h) 客戶或任何信用支持提供者（定義見下文）（或代表客戶或任何信用支持提供者行事之任何托管人）否認、卸棄或不履行本客戶協議下任何責任或支持本客戶協議下客戶責任以凱基亞洲為受益人之任何擔保、質押協議、保證金或抵押協議或文件或任何包含客戶或第三者（「信用支持提供者」）責任之其他文件（各自稱為「信用支持文件」）；
- (i) 客戶或任何信用支持提供者不遵守或不履行根據適用信用支持文件客戶或有關信用支持提供者（視乎情況而定）應遵守或履行之任何協議或責任；
- (j) 與客戶有關之任何信用支持文件在履行本客戶協議項下客戶全部責任之前失效或不再具有十足效力及作用，但凱基亞洲已書面同意此不構成違約事件者則除外；
- (k) 客戶或任何信用支持提供者根據任何信用支持文件作出或提供或視為作出或提供之任何聲明或保證，於作出或提供或視為作出或提供之時在任何重大方面有虛假或存在誤導；或
- (l) 就任何信用支持提供者而言發生本分款第 (b) 至 (f) 或 (k) 段所述之任何事項；
- (m) 客戶（或假若客戶由多於一名個人組成，組成客戶之其中一名個人）身故或變成無行為能力；
- (n) （假若任何信用支持提供者為合夥企業）就該信用支持提供者之一名或多名合夥人而言發生本分款第 (b) 至 (f) 或 (k) 段所述之任何事項；
- (o) 就任何交易而言，客戶未能：
 - (i) 支付應付予凱基亞洲之任何按金、購買價、期權金、保證金或任何其他款項；
 - (ii) 根據有關交易或合約於須要時交付或接收證券；或
 - (iii) 於被要求時按凱基亞洲規定之日期或限期前向凱基亞洲提交本客戶協議項下任何文件；
- (p) 客戶訂立本客戶協議所須之任何同意、授權或董事會或股東決議遭全部或部分撤銷、暫止、終止或不再保持十足效力及作用；
- (q) 客戶違反有關交易所及 / 或結算所之則例、規則及規例；
- (r) 持續履行本客戶協議變為不合法或被任何有關政府或監管機構聲稱不合法；
- (s) 就客戶與凱基亞洲之交易或關係而言，凱基亞洲真誠地認為發生任何事項，其構成影響客戶財務狀況或運營之重大不利變動，以及有必要採取行動以保障、執行或保留凱基亞洲於本客戶協議項下之權利；或
- (t) 不論何時凱基亞洲絕對酌情認為：
 - (i) 出現某種情形令（凱基亞洲全權認為）客戶將不大可能履行其於本客戶協議項下之所有責任，或
 - (ii) 對於凱基亞洲自身之保護屬於合宜或審慎。

19.2 在不影響凱基亞洲可擁有之任何其他權利或補救措施之情況下，如發生任何一項或多項違約事件，客戶欠付凱基亞洲或其聯屬人士之所有款項連同利息將成為即時到期及應付。此外，凱基亞洲有絕對

酌情權利可以：

- (a) 立即結束客戶之帳戶；
- (b) 終止本客戶協議之全部或任何部分；
- (c) 取消任何或所有代表客戶作出但尚未履行之指示或任何其他承諾；
- (d) 在毋須負責客戶可能就此而招致任何損失之前提下，將客戶在凱基亞洲擁有之任何或全部未平倉持倉抵銷或平倉以及取消購買或出售任何證券或其他未執行之任何指令；
- (e) 在毋須負責客戶可能就此而招致任何損失之前提下，按凱基亞洲認為必要或適當之時間及方式抵銷、平倉、替換或撤銷代表客戶或與客戶訂立之任何未平倉合約，訂立任何其他交易或採取或避免採取其他行動，以彌補、減少或消除根據或就任何合約、持倉或承諾所須承擔之任何損失或負債；
- (f) 拒絕將記入任何客戶帳戶貸方之任何證券交付或轉移，直至客戶欠付凱基亞洲及其聯屬人士之所有責任及負債已全部悉數履行為止；
- (g) 處置或促使凱基亞洲之有聯繫實體處置客戶之任何證券或證券抵押品，以解除由客戶或代客戶對凱基亞洲、該有聯繫實體或第三者所負之任何責任；
- (h) 按凱基亞洲不時釐定之利率收取違約利息；
- (i) 根據本客戶協議 A 部分第 14 條合併、綜合及抵銷客戶之任何或全部客戶帳戶；或
- (j) 賣出、抵銷、平倉、處置或以任何方式另行處理客戶於凱基亞洲維持之任何或所有帳戶下為或代表客戶持有之任何投資、款項、證券、期權合約或其他資產或財產，並將所得收益及任何款項用於抵銷及償付客戶欠付凱基亞洲及 / 或其任何聯屬人士之任何責任或負債。

19.3 倘根據第 19 條進行任何出售、處置或斬倉行動：

- (a) 倘凱基亞洲已盡合理努力按當時可得市場價格（如有）出售或處置投資、款項、證券或其他資產或財產或其任何部分，則其對客戶蒙受或招致之任何損失毋須負責；及
- (b) 倘客戶之淨資產、出售或處置後之所得收益淨額或斬倉後之所得收益淨額不足以彌補客戶欠付凱基亞洲之所有未償還結餘，客戶承諾會向凱基亞洲支付任何不足之數。

19.4 根據第 19 條變現之任何所得收益將按下列優先次序用於：

- (a) 支付凱基亞洲招致之所有成本、收費、費用及開支（包括但不限於法律費用、印花稅、佣金及經紀費）；
- (b) 支付所有到期或尚未支付之利息；及
- (c) 支付客戶對凱基亞洲應付、欠付或招致之所有款項及負債，以及任何餘額將支付予客戶。

19.5 即使有關出售權力可能尚未產生，凱基亞洲就帳戶下持有之投資而可收取或應收取之任何分發、退款、賠償、股息、利息及其他付款均可由凱基亞洲當作出售收益運用。

19.6 如客戶因凱基亞洲違責而蒙受金錢損失，投資者賠償基金所承擔的法律責任祇限於《證券及期貨條例》及有關附屬法例內所規定的有效索償，並須受制於《證券及期貨（投資者賠償）— 賠償限額》規則》（香港法例第 571AC 章）內所訂明的金額上限，因此不能保證客戶在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得到全數、部分或任何賠償。

19.7 客戶承諾立即以書面形式知會凱基亞洲發生之構成或可能構成違約事件之任何事項（但未能如此通知凱基亞洲將不會防止違約事件已經發生）。

19.8 即使本客戶協議終止，本第 19 條之第 19.2、19.3、19.4 及 19.5 條仍然繼續有效。

20. 陳述、保證及承諾

20.1 客戶謹此向凱基亞洲持續保證、陳述及承諾：

- (a) 客戶現在是以主事人身份與凱基亞洲訂立本客戶協議，而並不是代表任何其他人士進行交易（除非以書面形式知會凱基亞洲且獲凱基亞洲明確批准）；
- (b) 開戶表格中所提供之資料為真實及完整，且客戶將以書面形式通知凱基亞洲開戶表格內提供之資料或與客戶有關任何其他資料之任何變更。在客戶向凱基亞洲發出該書面通知之前，凱基亞洲有權依賴開戶表格內所載之資料。凱基亞洲謹此獲授權對客戶進行信用查詢或查證，以確定按開戶表格或其他紀錄所載客戶或與客戶有關之財務狀況、投資目標及其他資料；
- (c) （除非以書面形式知會凱基亞洲且獲凱基亞洲明確批准）客戶為帳戶項下不附帶任何留置權、押記、衡平權或產權負擔（由或根據本客戶協議所產生者除外）之證券、期權合約及其他衍生產品（如有）之實益擁有人；
- (d) （除非以書面形式知會凱基亞洲且獲凱基亞洲明確批准）就帳戶內每宗交易而言，客戶為最初負責發出該項交易指示的人士或實體（不論該實體是否為法律實體），及將會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或實體（不論該實體是否為法律實體）；
- (e) 客戶具有十足權力、授權及身分訂立本客戶協議及履行其項下客戶之責任，及（如適用）客戶已從股東及董事獲得一切所需的公司授權及同意及已採取一切必要行動以令客戶得以訂立本客戶協議及履行本客戶協議項下客戶之所有責任。客戶亦已取得任何必要同意、許可及授權並將維持其十足效力及作用；
- (f) 倘為個人，則客戶已成年並具足夠行為能力，倘為商號或公司，則其經正式組成及註冊成立並具備權力訂立本客戶協議，以及根據本客戶協議訂立或將訂立之所有合約均將構成客戶之具有法律約束力及可執行之責任；
- (g) 本客戶協議對客戶構成有效及具法律約束力之協議；
- (h) 本客戶協議之履行及當中所列責任不會亦將不會：
 - (i) 違反客戶須遵守之任何適用市場規定或客戶之組織大綱及 / 或章程或細則（如適用）；或
 - (ii) 抵觸或導致違反客戶為訂約一方或受其約束或對客戶任何資產或財產具約束力之任何協議或其他文據之條款，或構成該等協議或文據項下之任何違約；
- (i) 未經凱基亞洲事先同意，客戶不得押記或質押或容許押記或質押存在於帳戶內客戶之任何證券、期權合約或其他衍生產品或款項，或就帳戶內客戶之任何證券、期權合約或其他衍生產品或款項授予或看來是授予選擇權（由或根據本客戶協議所產生者除外）；
- (j) 客戶確認並同意，凱基亞洲並不負責就任何披露責任向客戶提供意見，不論為通常引起者或因凱基亞洲進行任何證券、投資基金或其他交易或因由客戶或代客戶持有證券或其他原因所引起者。該等披露責任為客戶本身之責任。凱基亞洲並無義務以任何形式或在任何時限之前通知由客戶或代客戶持有之持倉，惟本客戶協議明確規定凱基亞洲將發出之任何通知或結單除外。凱基亞洲並不負責客戶或任何其他人士沒有或延誤根據任何適用法律、規則及規例披露權益所產生之客戶之任何損失，且客戶須彌償凱基亞洲及其聯屬人士因任何該等失誤、延誤或違責所產生而彼等可能蒙受或招致之任何損失；

(k) 客戶並不是對客戶設有任何購買或持有任何證券限制國家之居民。倘客戶成為設有該等限制國家之居民，則客戶將立即通知凱基亞洲，並且若凱基亞洲作出有關要求，客戶須賣出或贖回任何該等受限制證券；否則，凱基亞洲可按其絕對酌情權並獲授權在其並無任何義務或責任之前提下代表客戶賣出或贖回任何該等受限制證券。

(l) 當購買或交易任何證券時，客戶將確保其不受限於禁止購買或交易任何該等證券，並且客戶並不是代表受該等限制之人士而進行；

(m) 客戶並非美國公民或居民，亦非美國國內稅收守則第 61 條項下實質駐留美國之非美國公民，或倘客戶為公司實體，其相關股東並非美國公民或居民及其當中任何人士亦非美國國內稅收守則第 61 條項下實質駐留美國之非美國公民，並且倘若前述情況並非如此或有關情況及後發生變化，客戶將向凱基亞洲發出明確書面通知。客戶進一步承諾，若有關情況發生任何變化，而根據適用美國稅務規例這樣會修改客戶「非美國人士」身分，並導致其取得「應課稅美國人士」身分（反之亦然），則客戶將立即通知凱基亞洲。

(n) 客戶確認其必須理解其正在交易產品之性質及風險，並具有充足資產淨值能夠承受交易該等產品之有關風險及承擔交易該等產品之潛在虧損；及

(o) 客戶投資台灣市場證券之資金並非來源於中國大陸或台灣。

20.2 除非客戶在緊接發出指示之前明確向凱基亞洲作出相反通知，客戶向凱基亞洲聲明及保證客戶（若客戶為公司或法人團體則客戶本身及其任何有關人士）並非該項指示下之證券或期權合約相關證券之發行人之關連人士（按聯交所主板上市規則、聯交所創業板上市規則或任何相關交易所上市規則之定義，視乎情況而定）。

20.3 以上陳述、保證及承諾將會被視為在發出或執行每項指示前已立即再次重複作出。

20.4 就帳戶內任何特定交易而言，倘客戶並非最初負責發出該項交易之指示或將會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之人士或實體（不論該實體是否為法律實體），則客戶承諾及同意在向凱基亞洲作出指示之前，向凱基亞洲提供該等人士或實體之身分、地址及聯絡資料以及其他詳情。客戶亦承諾及同意於凱基亞洲要求後兩個營業日內直接向有關交易所、政府機構或監管機構提供該等資料，而本客戶協議終止後，該等承諾及協定仍然有效。

20.5 若客戶擔當任何集體投資計劃、委託帳戶或酌情信託之投資經理，而客戶對某項交易之酌情決定權遭其他人（等）否決，客戶同意在向凱基亞洲就該項交易作出指示之前向凱基亞洲告知該事實，並提供就該項交易發出指示之該（等）其他人士之身分、聯絡資料以及其他詳情之資料。客戶亦承諾及同意於凱基亞洲要求後兩個營業日內向凱基亞洲（或直接向有關交易所、政府機構或監管機構）提供該等資料，而本客戶協議終止後，該等承諾及協定仍然有效。

21. 自動交換財務帳戶資料及美國外國帳戶稅務合規法案

21.1 客戶充分知悉並同意與凱基亞洲全面合作，以及謹此同意凱基亞洲所採取及將會採取之措施以遵守任何適用稅務法律（包括但不限於美國外國帳戶稅務合規法案（「FATCA」））、香港法律、任何相關國際條約或跨政府協定及任何要求或有助於收集、申報、傳遞及 / 或在不同稅務管轄區之間自動交換財務帳戶資料之適用法律、規則及規例（「AEOI 規定」）。有關措施可能包括但不限於對客戶或實體客戶之實益擁有人作國籍及納稅人身份調查、向相關稅務、政府或其他機構（例如香港政府及美國政府）披露稅務資料及帳戶資料，以及倘國籍及納稅人身份調查顯示客戶與凱基亞洲之關係符合任何該等法律、規則、規例、國際條約或跨政府協定當中載列之若干條件（該等條件包括但不限於客戶或其實益擁有人沒有提供前

述調查中所需的資料、沒有聲明及保證就客戶或其權益擁有人於 FATCA 或相關 AEOI 規定下之身分所提供之表格及文件或任何資料之真確性、或沒有或撤銷同意凱基亞洲向香港政府、美國政府及 / 或其他有關機構披露前述資料），就針對客戶之原因預扣稅項或終止服務。客戶知悉凱基亞洲已於美國財政部、美國國家稅務局（「**國稅局**」）註冊為海外金融機構（「**海外金融機構**」），因此，凱基亞洲受限於與國稅局就維持凱基亞洲海外金融機構身分之協議（「**海外金融機構協議**」）之條款。儘管本客戶協議有任何相反規定之條文，客戶謹此：

- (a) 同意向凱基亞洲提供其絕對酌情決定及判斷不時及任何時間視為必要之所有資料，以及同意凱基亞洲向有關監管機構、稅務機關、政府或執法部門以及凱基亞洲之聯屬人士及代理人（不論位於香港或香港境外任何其他司法管轄區）披露所有該等資料，以便於或協助凱基亞洲遵守海外金融機構協議或相關 AEOI 規定（可不時予以修訂、修改或代替）項下之任何或全部責任；
- (b) 放棄在並無此種棄權之情況下會防止、妨礙或阻礙遵守該海外金融機構協議或相關 AEOI 規定之任何香港法律或其他司法管轄區法律之條文，以及進一步同意立即緊隨凱基亞洲要求之後，簽署凱基亞洲向客戶出示之任何文件以證明該棄權；
- (c) 確認倘客戶並無根據本第 21 條立即提供凱基亞洲要求之任何該等資料，則客戶就其帳戶內收取符合 FATCA 項下預扣資格之付款可能承擔 30% 或有關規例可能規定之其他比率或百分比之預扣稅及 / 或承擔任何其他不利後果；
- (d) 進一步確認倘客戶未能遵守其於本第 21 條項下之任何責任，則該等不合規情況須視為本客戶協議項下之違約事件，由此賦予凱基亞洲權利可行使其於本客戶協議 A 部分第 19 條項下之任何或全部權利及補救措施；及
- (e) 就以任何方式與客戶未能履行本第 21 條項下責任有關凱基亞洲被施加或招致之任何損失、成本、開支、費用、罰金、稅項、強征費用、稅負或罰款，同意對凱基亞洲作出彌償、保護並令其免受損害，以及進一步確認及同意此彌償保證條款在本客戶協議終止後仍然有效。

22. 責任及彌償

- 22.1 除非任何適用法律或規例另有規定，為客戶持有或收取證券或任何其他資產或財產時或根據本客戶協議向客戶提供任何服務之時，凱基亞洲或其任何代名人或代理人不會作為客戶或任何其他人士之受託人，並且凱基亞洲就有關資產或財產之擁有權或所有權中任何缺陷沒有信託或其他責任。
- 22.2 在不影響本客戶協議 A 部分第 8.18 條情況下，凱基亞洲不保證客戶之收益或盈利能力，以及不負責管理有關交易之任何證券或其他金融產品或其價值之任何損失或減少。
- 22.3 凱基亞洲並無責任審查或核實任何證券之擁有權或所有權之有效性，並對該等擁有權或所有權中任何缺陷概不負責。
- 22.4 如適用，客戶須負責根據最高預扣稅率或凱基亞洲不時釐定之任何其他預扣稅率，支付就任何證券或其他金融產品或任何交易應付或應預扣之任何稅項或稅負，而凱基亞洲、其任何代理人、代名人或委任代表以及其任何市場資料提供者對前述各項概不負責。倘凱基亞洲得悉或認為就已經計入帳戶之任何收入、所得收益、利息或分派應付或相關之任何稅項或稅負（或其任何部分）應予以預扣或支付，則凱基亞洲獲授權自客戶收取且客戶須同意向其支付該等稅項或稅負（或其任何部分）。
- 22.5 客戶須全權負責根據一切適用市場規定處理及 / 或履行透過凱基亞洲買賣、持有、處置或以其他方式處理證券或投資所產生或與之有關之任何本地、海外或全球範圍稅務事宜、責任及 / 或義務（包括

但不限於稅務申報、提交有關報稅表存檔、支付任何適用稅項以及處理退稅安排之任何申請）。客戶必須尋求其本身稅務顧問之獨立專業意見以確定其與相關證券或投資有關之稅務狀況、責任及義務。凱基亞洲對該等稅務事宜、責任及 / 或義務之意見提供或處理概不負責，亦不會在這方面提供任何服務或協助。特別是，客戶同意及接受，除非凱基亞洲另行指明，否則於任何情況下凱基亞洲或其任何代名人、託管人及 / 或代理概無義務或責任申請或協助申請客戶或可獲得提供之任何退稅安排。客戶同意及接受，凱基亞洲或其任何代名人、託管人及 / 或代理不負責客戶就此招致或蒙受之退稅安排損失或任何其他損失、損害賠償、成本及 / 或開支。儘管有上述條文但在在不影響前述條文之十足效力情況下，倘凱基亞洲絕對酌情要求，則客戶須提供任何適用司法管轄區之任何相關稅務或其他機關要求或可能要求凱基亞洲或其任何代名人、託管人及 / 或代理就客戶須提交之有關根據條款及條件代客戶作出之任何投資或交易之資料，並填妥、簽署及提交任何相關稅務表格、證明書或文件。就此等目的，客戶同意與凱基亞洲、其代名人、託管人及 / 或代理全面合作，並向彼等或當中任一方向提供必要資料及協助。

- 22.6 在不影響本客戶協議 A 部分第 8.18 條情況下，凱基亞洲不對客戶因凱基亞洲根據指示或於任何其他情況下提供服務而可能蒙受或招致之任何損失負責，除非是因凱基亞洲或其委任之任何其他人士或彼等各自之高級人員或僱員之嚴重疏忽或故意違約。
- 22.7 在不影響本客戶協議 A 部分第 8.18 條及第 22.6 條以及在市場規定允許之最大程度內，倘因任何天災、火災、政府、州、政府或超國家團體或機構或任何投資交易所及 / 或結算所或系統之行動、戰爭、恐怖活動或軍事行動或存在威脅之恐怖活動或軍事行動、民衆騷動、任何通訊或電腦系統故障、電腦、電腦系統或數據丟失、破壞或失靈、欠缺任何能源、各種性質之勞資糾紛或非凱基亞洲所能控制之任何其他原因（不論是否與前述任何原因類似）（包括但不限於法律之任何變動、任何相關市場之買賣中斷或暫停或任何不尋常市況），造成凱基亞洲於履行本客戶協議項下服務有關之責任及義務出現任何全部或部分缺失、中斷或延誤，而對客戶由此蒙受或招致之任何損失、費用或損害凱基亞洲概不負責亦不承擔任何類別責任，而凱基亞洲不會鑑於上述情況視為違反本客戶協議。
- 22.8 客戶須彌償凱基亞洲、其市場資料提供者、其委任之任何其他人士及彼等各自之高級人員及僱員就提供本客戶協議項下服務及 / 或因客戶任何違約而沒有履行本客戶協議項下責任（包括但不限於前述之一般性原則，因客戶未能於帳戶內維持足夠證券或現金所招致之任何成本及開支或提出之法律行動或程序）及 / 或因執行條款及條件而令彼等當中任一方可能蒙受或招致之一切索賠、負債、損害賠償、損失、任何類別之成本及開支以及可能由任一方提出或針對任一方提出之所有法律行動或程序，除非有關情況乃因為凱基亞洲、其市場資料提供者、其委任之任何其他人士或彼等各自之高級人員或僱員之嚴重疏忽或故意違約所引致。
- 22.9 倘凱基亞洲就客戶負有之一項責任收到或討回客戶欠付之款額，但不論是根據任何法院判決與否支付貨幣並非應付該等款額之貨幣，則客戶須彌償凱基亞洲因收取該等款額貨幣並非應繳款額貨幣而蒙受或招致之任何費用（包括兌換費用）及損失，並令凱基亞洲免受該等費用損害。
- 22.10 客戶以法律上應計入但尚未計入帳戶之任何證券或資金進行交易之過程中可能蒙受或招致之任何類別損失或負債應僅由客戶承擔，凱基亞洲就此不承擔責任。
- 22.11 只要適用市場規定許可，凱基亞洲於任何情況下對客戶因任何透過或與其為帳戶執行交易之託管代理或任何人士、商號或公司之任何違約、無力償債、作為或不作為而可能蒙受或招致之任何損失或任何事務概不負責。
- 22.12 本第 22 條全部條文在客戶協議終止後仍然有效。

23. 價格

- 23.1 證券及其他金融產品之價格可由各個市場資料提供者提供。凱基亞洲及其市場資料提供者盡力確保報價之準確性及可靠性，但不保證該等報價之準確、真實、可靠、充分、及時、順序或完整，且對該等報價之任何失準或遺漏或依賴該等報價造成之任何損失或損害概不負責（不論是否基於民事侵權行為或合約責任或其他理由）。凱基亞洲為回覆客戶之任何查詢所報之證券或其他金融產品價格僅供參考，對凱基亞洲或其任何市場資料提供者並無約束力。凱基亞洲有權依據任何指示買賣任何證券或其他金融產品，即使在收到該指示時至凱基亞洲或其代理完成任何該等買入或賣出時期間該等證券或其他金融產品之價格已變得對客戶不利。
- 23.2 已自凱基亞洲獲得證券或其他金融產品報價的客戶不得：
- (a) 向任何其他人士傳播該等報價（或其任何部分）；
 - (b) 使用或允許使用該等報價（或其任何部分）作任何非法用途；
 - (c) 為客戶本身自用以外的用途使用該等報價（或其任何部分）；或
 - (d) 在並非透過凱基亞洲買賣或交易證券或其他金融產品時使用該等報價（或其任何部分）。

24. 修訂及終止

- 24.1 凱基亞洲可不時按其絕對酌情決定修訂或補充（不論是透過增加本客戶協議之附表或其他形式）本客戶協議之任何條款及條件，而凱基亞洲將根據本客戶協議 A 部分第 15 條所載之任何方式通知客戶有關修訂或補充。倘客戶不接受有關修訂或補充，則客戶可終止本客戶協議，方式為客戶於根據本客戶協議 A 部分第 15 條收到或視為收到有關通知（以較早通知為準）之日期起計十四（14）個營業日內以書面形式通知凱基亞洲。倘客戶於該時限內並無終止本客戶協議或客戶於收到或視為收到修訂或補充之有關通知（以較早通知為準）後繼續操作帳戶，則客戶將被視為已接受該等修訂或補充內容，並繼續不時受如此修訂或補充後之客戶協議約束。
- 24.2 本客戶協議 A 部分上述第 24.1 條所述之修訂或補充，將自凱基亞洲向客戶發送之有關通知所述的生效日期起生效。
- 24.3 凱基亞洲或客戶可在向對方發出不少於一個月之事先書面通知後隨時終止本客戶協議，惟倘客戶有未平仓倉或尚未償還負債或未履行責任，則客戶無權終止本客戶協議。
- 24.4 然而，倘出現下列情況，凱基亞洲可立即終止本客戶協議而毋須事先通知客戶：
- (a) 客戶違反或不遵守本客戶協議之任何條款；
 - (b) 發生違約事件；
 - (c) 構成客戶（一名人士以上）之人士之間發生任何糾紛或訴訟；或
 - (d) 凱基亞洲認為其利益終止本客戶協議屬必要或合宜之任何其他事項或事件（包括任何監管規定）。
- 24.5 倘本客戶協議由凱基亞洲根據本客戶協議 A 部分第 24.4 條終止，則其根據本客戶協議 A 部分第 19.2、19.3、19.4 及 19.5 條享有之權利將適用。
- 24.6 於本客戶協議終止時，客戶將須立即向凱基亞洲支付到期或欠付的任何及全部款項。另一方面，之前協定就客戶帳戶下持有之任何信貸金額應付予客戶之任何利息（如有）隨即停止應付予客戶。
- 24.7 倘本客戶協議終止時客戶帳戶內有任何現金或證券結餘，則客戶同意於終止日期起 7 日內提取該等結餘。倘客戶沒有提取，則客戶同意凱基亞洲可代客戶及在凱基亞洲對任何損失或後果並無任何責任之前提下，在市場或按凱基亞洲合理決定之其他方式與及時間及價

格出售或處置客戶之證券，並在客戶須自行承擔風險之情況下向客戶發送一張劃線支票（其金額代表帳戶內任何淨出售所得收益及貸方結餘（如有）之總金額），送達至客戶之最後所知地址，或按凱基亞洲認為適當之其他方式向客戶退還有關總金額（如有）。

- 24.8 終止本客戶協議將不會影響在終止之前訂立之任何交易，或損害或影響凱基亞洲或客戶任一方在終止之前所累計可享有的任何權利、權力、責任及義務。
- 24.9 按有關條文之性質，在本客戶協議終止後仍然有效的條文，縱使發生任何終止，將仍然有效並繼續具有十足效力及作用。

25. 進一步保證

- 25.1 客戶向凱基亞洲作出承諾將應其對客戶之要求作出及簽立與實施、執行及強制執行任何條款及條件及本客戶協議賦予的任何權利及權力相關之任何行動、契據、文件或事情。客戶不可撤銷地授權經紀代表客戶就上述有關實施、執行及強制執行作出及簽立凱基亞洲認為必要或合宜的一切行動、契據、文件或事情，並同意追認或確認經紀合法及真誠地作出的該等一切行動、契據、文件或事情。

26. 可分割性

- 26.1 本客戶協議之各項條文均可分割及互相獨立，以及如一項或多項該等條文屬於或變成不合法、無效或不可強制執行，餘下條文在任何方面均不會受影響。倘任何條文之部分措辭未刪除而屬於無效，則該條文將繼續適用猶如相關措辭已被刪除。

27. 轉讓

- 27.1 除非經凱基亞洲事先書面同意，否則客戶不得向任何第三者轉讓客戶於本客戶協議項下之全部或任何權利或責任。凱基亞洲有權隨時將其於本客戶協議項下之全部或任何權利及責任轉讓予任何第三者而毋須知會客戶或獲得客戶之事先同意（不論口頭或書面）。
- 27.2 在本客戶協議 A 部分第 27.1 條規限下，本客戶協議須對凱基亞洲及其繼任人和受讓人（不論是否通過兼併、合併或其他方式）以及客戶之繼承人、遺囑執行人、遺產管理人、受遺贈人、繼任人、遺產代理人及許可受讓人之利益發生效力，且對該等人士有約束力。

28. 一般條款

- 28.1 客戶謹此確認其已收到及閱讀按照客戶所選擇的語言（英文或中文）提供的本客戶協議，並且其完全明白及接受本客戶協議所載之條款及條件。本客戶協議可翻譯為任何其他語言版本，若有關譯本產生任何衝突，則須以英文版本為準。
- 28.2 無論何時凱基亞洲與客戶進行交易，將始終基於僅客戶是凱基亞洲之客戶並在所有方面客戶是以主事人身份行事，因此若客戶代表其他人士行事（不論客戶是否向凱基亞洲確定該其他人士之身份），該其他人士將不是凱基亞洲之客戶，而凱基亞洲在任何情況下均不會及將不會對客戶可能代表其行事的任何人負上或承擔任何責任，以及客戶謹此確認及同意，客戶將獨自完全負責償付其代表任何該等人士或與之有關而根據或按照本客戶協議執行交易所產生之所有負債。
- 28.3 儘管客戶預期凱基亞洲會對客戶及帳戶有關之資料保密，但客戶謹此明確同意，凱基亞洲獲授權向有關交易所、證券規管機構、稅務機關、政府或執法部門或任何人士（不論是在香港或在香港以外任何其他司法管轄區）披露或移轉根據任何法院命令、市場規定或對凱基亞洲有約束力之其他承擔所要求之有關資料，而毋須進一步取得客戶同意或通知客戶。
- 28.4 客戶須確保其不時向凱基亞洲提供之所有資料均為真實、完整及準確且不存在誤導。客戶承諾倘該等資料更改或成為不實、不完整、不準確或存在誤導，則會盡快以書面方式通知凱基亞洲。客戶進一

步承諾盡快回覆凱基亞洲就提供客戶或帳戶有關資料的任何要求。

- 28.5 倘客戶向凱基亞洲提供之任何資料與任何第三者有關，則客戶確認該等其資料已被提供予凱基亞洲之第三者已獲通知並同意凱基亞洲按上文第 28.3 條所述方式披露或移轉其資料。
- 28.6 倘客戶未能提供凱基亞洲合理要求之任何資料或客戶及 / 或有關第三者拒絕或撤銷凱基亞洲按上文第 28.3 條所述方式披露或移轉有關資料所需之同意，則凱基亞洲可能無法向客戶提供任何新服務或繼續提供全部或部分服務，並保留權利終止與客戶之關係。此外，倘客戶未能盡快提供凱基亞洲合理要求與客戶或任何相關第三者之稅務狀況 / 居民身分有關之文件及資料，則凱基亞洲可自行判斷客戶或該相關第三者之稅務狀況 / 居民身分，包括是否須就客戶或該相關第三者向任何稅務機關（不論是在香港或在香港以外其他司法管轄區）申報。
- 28.7 在履行客戶於本客戶協議項下之所有責任而言，時間於各方面均為重要要素。
- 28.8 未有或延遲行使本客戶協議之任何權利、權力或特權不應被假設為放棄該等權利，而單一或部分行使任何權利、權力或特權亦不會被假設為妨礙任何後續或進一步行使有關權利、權力或特權。
- 28.9 凱基亞洲先前任何種類之要求或通知或凱基亞洲先前任何有關帳戶之所有或任何持倉之任何變現或平倉行動之通知，不應視為凱基亞洲放棄其可根據本客戶協議在毋須要求或通知之情況下，行使有關變現或平倉行動或進行證券或期權合約交易或行使有關抵押品或保證物或將其變現之權利。
- 28.10 並非本客戶協議訂約一方之人士（凱基亞洲之任何繼承人及受讓人除外）不具有香港法例第 623 章《合約（第三者權利）條例》項下之權利以執行本客戶協議任何條款或享有其利益，惟凱基亞洲之任何聯屬人士享有本客戶協議賦予該聯屬人士權利之利益。修訂、變

更或終止本客戶協議無需任何該等聯屬人士或任何其他第三者之同意。

29. 管轄法律及詮釋

- 29.1 本客戶協議受香港特別行政區的法律管限，並且根據香港特別行政區的法律予以執行，以及其條文為連續的，並個別及共同涵蓋客戶可在凱基亞洲處開立、維護或重開之所有帳戶，以及對凱基亞洲及其繼任人和受讓人（不論是否通過兼併、合併或其他方式）以及客戶之繼承人、遺囑執行人、遺產管理人、受遺贈人、繼任人、遺產代理人及許可受讓人之利益發生效力，且對該等人士具有約束力。
- 29.2 在本客戶協議 A 部分以下第 30 條規限下，就因本客戶協議引致或與其相關之任何訴訟、法律行動或程序，客戶不可撤銷地服從香港法院之非專有司法管轄權。接受該管轄並不損害凱基亞洲於任何其他具有司法管轄權法院向客戶提出法律行動之權利。

30. 仲裁

- 30.1 凱基亞洲可全權選擇及行使絕對酌情權，決定因本客戶協議所引起的或與之相關的任何糾紛、爭議、分歧或索賠，包括客戶協議的存在、效力、解釋、履行、違反或終止，或因本客戶協議引起的或與之相關的任何非合同性爭議，須提交由香港國際仲裁中心（「香港國際仲裁中心」）管理的仲裁，並按照凱基亞洲通知客戶有關糾紛、爭議、分歧或索賠須透過仲裁解決之時有效的《香港國際仲裁中心機構仲裁規則》（可經由本第 30.1 條餘下部分修訂）以仲裁方式最終解決。指定仲裁員機構為香港國際仲裁中心。仲裁地點為位於香港的香港國際仲裁中心，並只由一名仲裁員仲裁。仲裁程序所使用之語言須為英語。儘管有上述規定，若客戶為合資格申索人，則客戶可以選擇通過金融糾紛調解中心所執行之金融糾紛調解計劃處理和解決任何該等糾紛。

B 部分

附表一：證券保證金融資之附加條款及條件

1. 附加條款之適用

- 1.1 本附表為客戶協議之補充並適用於客戶已申請任何保證金融資信貸服務，且凱基亞洲已同意向客戶提供該信貸服務之任何證券交易帳戶（「**證券保證金帳戶**」），以及如適用則構成客戶協議不可分割之一部分。本附表在適用範圍內應與本客戶協議 A 部分及其他部分及附表一併閱讀。倘就本附表之標的事項本附表與本客戶協議其他部分之條文存在任何衝突，則應以本附表之條文為準。茲提醒客戶仔細及充分地閱讀本附表。倘客戶有任何疑問，客戶應尋求獨立法律及 / 或其他專業意見。

2. 證券保證金買賣協議

- 2.1 保證金融資信貸乃根據本附表所載之條文、凱基亞洲向客戶發出之任何融資函件或條款通知以及凱基亞洲可不時指明之其他條件（「**保證金融資條款**」）向客戶提供。

3. 保證金融資信貸

- 3.1 保證金融資信貸之貸款上限須為凱基亞洲不時告知客戶之有關金額。
- 3.2 凱基亞洲將向客戶提供保證金融資信貸，僅用於以便利凱基亞洲為客戶取得或持有證券，而客戶不得以任何其他目的提取該信貸項下之資金。
- 3.3 凱基亞洲有權，按其絕對酌情權利隨時通知客戶，增加或減少保證金融資信貸之貸款上限，取消或終止保證金融資信貸，拒絕根據保證金融資信貸作出任何貸款（不論是否超過其貸款上限），或要求立即支付根據本客戶協議就保證金融資信貸或其他方式當時欠付之所有或任何款項及金額（不論為本金、利息或其他款項）。
- 3.4 凱基亞洲謹此獲授權支取保證金融資信貸以結付就凱基亞洲為客戶取得或持有證券應付凱基亞洲之任何款項，或支付欠付凱基亞洲之任何佣金或其他成本、費用及開支。

4. 追繳保證金

- 4.1 客戶謹此與凱基亞洲契諾客戶須一直將 (i) 保證金及 (ii) 保證金百分比維持在凱基亞洲釐定之令其滿意水平。
- 4.2 客戶須應凱基亞洲要求在其規定時限內按其規定之數額及形式，向指定帳戶支付或存入凱基亞洲全權酌情認為就為保證金百分比及保證金融資信貸提供充足保證屬必要之額外保證金（「**追繳保證金**」）。追繳保證金之支付必須按凱基亞洲規定通過可即時動用資金或存入客戶擁有妥善的及不附帶任何產權負擔所有權之證券及 / 或其他資產進行，與及除非於規定時間內悉數支付追繳保證金，否則凱基亞洲有絕對酌情權利拒絕任何指示，並不對客戶因凱基亞洲不接受任何指示或不依據指示行事而造成的或與之有關的任何損失負責。
- 4.3 儘管有本附表第 4.2 條之規定，凱基亞洲並無義務通知客戶其未能維持規定的保證金或符合保證金要求。
- 4.4 倘凱基亞洲全權認為凱基亞洲根據本附表第 4.2 條要求追繳保證金並不切實可行，包括但不限於若該不切實可行是由於下列變化或發展：
- (a) 涉及本地、國家或國際貨幣、金融、經濟或政治狀況或外匯管制之預期變化，而已導致或凱基亞洲認為可能導致香港或其他

地方股市及 / 或貨幣市場發生重大或不利波動之變化或發展；或

- (b) 將或可能對客戶之財務狀況或運作造成重大不利影響之變化或發展，

則凱基亞洲將被視為已按其可釐定之形式及 / 或數額發出要求追繳保證金通知，且該等額外保證金將即時到期及須由客戶支付。

- 4.5 倘客戶未能維持規定的保證金或支付凱基亞洲的追繳保證金通知或保證金融資信貸被凱基亞洲終止或取消，則凱基亞洲可於毋須作出要求、通知、法律程序或其他行動之情況下終止保證金融資信貸及 / 或取消或修改任何未執行指示，及 / 或按其絕對酌情認為合適之條款在相關市場或透過私人合約出售、變現、贖回、平倉或以其他方式處置（視何者適當）帳戶內之證券或其任何部分，當中不附帶客戶之所有信託、申索、贖回權利及衡平權。
- 4.6 上述出售、變現、贖回、平倉或處置產生之任何所得收益，將按凱基亞洲可選擇之順序運用，直至欠付凱基亞洲之未付結餘已獲悉數支付或維持規定的保證金。通常情況下，凱基亞洲僅會出售、變現、贖回、平倉或處置為達成前述要求所需數量之證券。然而，倘凱基亞洲已出售、變現、贖回、平倉或處置超過達成該等要求所必需數量之證券，其對客戶不承擔責任、負債或義務。就任何該等出售、變現、贖回、平倉或處置或建議出售、變現、贖回、平倉或處置引致之任何損失，客戶對凱基亞洲並無任何權利或申索，不論該等損失是怎樣造成，也不論通過推遲或提前該出售、變現、贖回、平倉或處置之日期或時間或其他方式是否可以獲得更佳之價格。
- 4.7 客戶承諾彌償凱基亞洲及其高級人員、僱員及代理因客戶違反本客戶協議項下責任而引起或與之有關的任何損失、成本、索賠、負債或開支（包括但不限於凱基亞洲合理及必需招致之任何費用及成本）並令該等人士免受損害。

5. 押記

- 5.1 客戶作為實益擁有人，謹此以第一固定押記形式押記予凱基亞洲及其每位聯屬人士客戶任何及所有於現時或將來任何時候 (a) 存放在、轉移至或致令其轉移至凱基亞洲或其任何聯屬人士或代名人或由凱基亞洲或其任何聯屬人士或代名人持有或所指示或控制，及 (b) 存放在、轉移至或致令其轉移至任何其他人士或由任何其他人士持有或所指示或控制而在有關情況下凱基亞洲或其任何聯屬人士就此擁有任何權益、所有權或權益之任何及所有款項、證券、期權合約及其他資產或財產之各項權利、所有權、利益及權益（於各種情況下不論是作為保證、穩妥保管、領取或其他之目的）。
- 5.2 本附表第 5.1 條所述之資產或財產將包括但不限於凱基亞洲或其聯屬人士不時為任何目的而持有、保管或控制之款項及證券，包括任何額外或替代證券以及就任何該等證券或額外或替代證券（統稱「**抵押財產**」）應累計或在任何時間透過贖回、分紅、優先權、選擇權或其他形式所提供之所有已支付或應付股息或利息、權利、權益、款項、資產或財產，以作為一項持續保證（「**該押記**」），以用於在要求時支付及償付現時或其後任何時間客戶可能欠付凱基亞洲或其任何聯屬人士或客戶因任何原因或以任何方式（不論單獨或與任何其他人士共同及不論以何種名稱、形式或商號）應向凱基亞洲或其任何聯屬人士負責之所有款項及負債（不論絕對或或然）及履行客戶應履行之所有義務，連同從要求日期至償還日期止期間之利息，以及凱基亞洲及其有關聯屬人士記錄中所示之任何佣金、法律及其他費用、收費及開支。

- 5.3 縱使作出任何中期付款或結付帳戶或償付全部或部分客戶欠付凱基亞洲及 / 或其聯屬人士之款項，以及縱使關閉客戶於凱基亞洲之任何帳戶以及客戶其後開戶或重新開戶（不論單獨或與其他人士共同）或客戶身故，該押記將仍屬一項持續抵押，將延展至涵蓋全部或任何當時在任何帳戶或其他方面構成客戶結欠凱基亞洲或其聯屬人士之餘款。
- 5.4 當客戶不可撤銷及全額支付本客戶協議項下其可能應付或成為應支付之所有款項後，凱基亞洲可應客戶要求（費用由客戶承擔）向客戶解除凱基亞洲於抵押財產之所有權利、所有權及權益，並且亦可向客戶發出有關指示以完成有關解除。
- 5.5 於執行該押記之前，凱基亞洲有權毋須通知客戶而行使抵押財產有關之任何表決權及其他權利以保障抵押財產之價值。除非本附表另行規定，客戶可指示行使附於或與抵押財產有關之其他權利，但此舉在任何方面不得與客戶於本客戶協議下之責任不一致，或在任何方面可能影響凱基亞洲就抵押財產之權利。
- 5.6 倘凱基亞洲根據本客戶協議作出任何出售或處置，則客戶同意任何抵押財產可按凱基亞洲之絕對酌情權出售或處置，並且當凱基亞洲出售或處置有關證券後，由凱基亞洲一位經授權人員所作出表示有關出售或處置權已成為可行使之聲明，已屬有利於任何購買該等抵押財產的買方或根據該項出售或處置而獲取抵押財產之所有權之其他人士之有關事實之最終證據，以及沒有任何與凱基亞洲或其代名人交易之人士有必要查詢該宗出售或處置交易之情況。客戶謹此同意接受該等交易並受其約束。
- 5.7 在不影響上述條文之一般性前提下，該押記或其所保證之數額將不會在任何方面受到下列事項之影響：
- 凱基亞洲或其聯屬人士就保證金融資條款或任何其他責任而在現時或將來所持有之任何其他保證、擔保或彌償；
 - 任何保證、擔保或彌償或其他文件之任何其他更改、修訂、寬免或解除（除有關之更改、修訂、寬免或解除外，包括該押記）；
 - 凱基亞洲或其聯屬人士就任何保證、擔保或彌償或其他文件（包括該押記）之強制執行或沒有強制執行或解除；
 - 不論是凱基亞洲或其任何聯屬人士向客戶或任何其他人士所給予之時間、寬限、寬免或同意；
 - 不論是凱基亞洲或任何其他人士就根據本客戶協議應付之任何款項向客戶作出或沒有作出任何付款要求；
 - 客戶之無力償債、破產、身故或精神錯亂；
 - 凱基亞洲與任何其他人士進行任何合併、兼併或重組或向任何其他人士出售或轉移凱基亞洲之全部或任何部分業務、財產或資產；
 - 於任何時候客戶針對凱基亞洲或任何其他人士可能擁有之任何申索、抵銷或其他權利之存在；
 - 凱基亞洲與客戶或任何其他人士訂立之任何安排或妥協；
 - 與保證金融資信貸有關之任何文件之條文或任何保證、擔保或彌償（包括該押記）或在任何該等文件或任何保證、擔保或彌償（包括該押記）項下或與之有關的任何當事人之任何權利或義務之非法、無效或不能強制執行或任何缺陷，不論原因是基於越權、不符合有關人士之利益或未經任何人士正式授權、簽立或交付或因為任何其他原因；
 - 任何根據涉及破產、無力償債或清盤之任何法律可以避免或受其影響之協議、保證、擔保、彌償、支付或其他交易，或客戶依賴任何該等協議、保證、擔保、彌償、支付或其他交易所提供或作出之任何免除、和解或解除，而任何該等免除、和解或解除須據此被視為受到限制；或
- 如果不是因為本條文，可能在運作上損害或影響客戶於本客戶協議項下責任之凱基亞洲或任何其他人士之任何行為、不作為或疏忽或任何其他交易、事實、事宜或事物。
- 5.8 在客戶對凱基亞洲負有任何欠債之時，凱基亞洲有權隨時及不時拒絕從客戶帳戶提取任何或全部款項及 / 或證券，以及客戶在未獲得凱基亞洲事先書面同意之前，無權從客戶帳戶提取任何部分或全部款項及 / 或證券。
- 5.9 客戶謹此透過保證方式不可撤銷地指示及委任凱基亞洲作為客戶之合法受權人，代表客戶及以客戶之名義進行可能屬必要之一切行事及事宜，以及簽署、蓋印、執行、交付、完善及進行所有契據、文書、文件、行事及事宜，以履行根據本客戶協議施加於客戶之任何責任，及在整體上致令凱基亞洲可行使本客戶協議或根據客戶協議或根據法律而賦予凱基亞洲之各項權利及權力，包括但不限於：
- 押記凱基亞洲或其聯屬人士就本客戶協議或任何其他負債現時或此後持有之任何其他保證、擔保或彌償保證；
 - 就任何抵押財產簽立任何轉讓契或轉易契；
 - 完善凱基亞洲在任何抵押財產之所有權；
 - 就任何抵押財產之下或所產生之到期或變成到期之任何及全部款項及款項申索作出查詢、規定、要求、接收、了結及作出良好之解除；
 - 就任何抵押財產發出有效收據以及解除及背書任何支票或其他票據或匯票；及
 - 一般而言為著凱基亞洲認為對保障本附表內所設立之保證是屬必要或適宜而提出任何申索或採取任何合法行動或提起任何程序。

6. 聲明及保證

- 6.1 客戶謹此向凱基亞洲聲明及保證：
- 客戶於申請開戶時已閱讀載列於開戶表格內凱基亞洲提供之風險披露聲明並完全理解及接受該等聲明；
 - 客戶為帳戶內任何及所有證券、資金及其他資產或財產之唯一實益擁有人（或若客戶由一名以上人士組成，則該等人士為唯一之實益擁有人），並擁有存放於凱基亞洲或客戶指示凱基亞洲代客戶處理之所有抵押財產之妥善所有權，不附帶產權負擔或任何第三者權益；
 - 客戶擁有並將保持抵押財產之實益所有權，不附帶產權負擔或任何第三者權益（以凱基亞洲為受益人則除外）；及
 - 本附表第 5 條項下對凱基亞洲之保證構成及將持續構成客戶根據其條款可強制執行之有效及具法律約束力責任。
- 6.2 客戶謹此承諾及同意客戶須：
- 不對任何抵押財產設立或允許或看來是設立或允許出現任何產權負擔或第三者權利，但以凱基亞洲為受益人則除外；
 - 取得本附表第 5 條項下有關向凱基亞洲作出保證或以其為受益人而必須之所有政府及其他批准、授權、牌照及同意並維持其十足效力及作用，以及進行或促使進行一切其他行事及事宜，而該等行事及事宜為就客戶根據本客戶協議履行其所有責任或追認或確認凱基亞洲在本附表項下履行其職責及 / 或行使其權利或權力所作之任何事情屬必要或合宜者。

7. 客戶授權

- 7.1 受限於任何適用市場規定及在不影響本客戶協議賦予凱基亞洲之其他授權以及凱基亞洲可得到之任何其他權利及權力的情況下及於各情況下作為一項獨立於凱基亞洲與客戶之間訂立或凱基亞洲代表客戶訂立之任何其他交易之交易，凱基亞洲獲授權代表客戶放棄擁有

及 / 或控制凱基亞洲或其代名人為或代表客戶收取或持有之所有或任何證券或證券抵押品，及就此根據任何適用市場規定及客戶不時授予凱基亞洲之任何授權於各情況下借出、沽售、存置、押記及再押記所有或任何該等證券或證券抵押品。在受限於任何適用市場規定（包括但不限於客戶證券規則）之前提下，客戶謹此授權凱基亞洲或凱基亞洲之有聯繫實體：

- (a) 依據證券借貸協議運用客戶之任何證券或證券抵押品；
 - (b) 將任何客戶之證券抵押品存於認可財務機構，作為提供予凱基亞洲的財務通融的抵押品；
 - (c) 將任何客戶之證券抵押品存於證監會認可之結算所或另一獲發牌或獲註冊進行證券交易之中介人，作為解除凱基亞洲在交收上之義務和清償凱基亞洲在交收上之法律責任之抵押品；或
 - (d) 以凱基亞洲或其有聯繫實體經適當考慮任何適用之市場規定後認為合適之方式對待及處理客戶之證券或證券抵押品。
- 7.2 客戶確認凱基亞洲已通知客戶其擁有再質押其客戶之證券抵押品之做法，並同意依據本附表上文第 7.1 條所載之客戶授權以及客戶可給予凱基亞洲或其有聯繫實體的任何其他授權及在不影響凱基亞洲或其有聯繫實體可取得之其他權利和權力但須遵守適用市場規定之情況下，凱基亞洲或其有聯繫實體可根據該等授權或以適用市場規定允許之任何方式自由處置客戶之證券或證券抵押品，及凱基亞洲

及其有聯繫實體有權收取及保留處置任何客戶之證券或證券抵押品而產生之任何報酬、收入、回佣或其他利益，而毋須向客戶擔責。第三者可能對客戶之證券或證券抵押品擁有權利，而在將該等證券或證券抵押品退還予客戶之前，凱基亞洲或其有聯繫實體（視情況而定）須滿足該等權利。此可能增加客戶之證券或證券抵押品的風險，而客戶接受有關風險。

- 7.3 在不影響凱基亞洲於條款及條件項下任何累算權利及申索前提下，倘凱基亞洲已取消或終止保證金融資信貸，則凱基亞洲可按其絕對酌情結束客戶之相關證券保證金帳戶，並以證券現金帳戶形式繼續該帳戶，而此後，不包含本附表在內之條款及條件（經不時修訂及 / 或補充）將適用於該帳戶之所有證券買賣及相關服務。

8. 利息

- 8.1 客戶須就未清繳款項按凱基亞洲不時告知客戶之利率計算向凱基亞洲支付利息。該利息自貸款日期起每日按 365 天基準（除非另有註明）累計及將不時加入至未清繳款項並構成其一部分，並且於每月期末記入帳戶的借方帳目。

附表二：股票期權帳戶之附加條款及條件

1. 附加條款之適用

- 1.1 本附表為客戶協議之補充並適用於客戶已申請買賣與任何在交易所交易的期權業務交易相關之期權合約，且凱基亞洲已允許客戶進行此類交易之任何證券交易帳戶（「**股票期權帳戶**」），以及如適用則構成客戶協議不可分割之一部分。本附表在適用範圍內應與本客戶協議 A 部分及其他部分及附表一併閱讀。倘就本附表之標的事項本附表與本客戶協議其他部分之條文存在任何衝突，則應以本附表之條文為準。茲提醒客戶仔細及充分地閱讀本附表。倘客戶有任何疑問，客戶應尋求獨立法律及 / 或其他專業意見。
- 1.2 除非另有指明或文意另有要求，聯交所之規則（包括《期權交易規則》及《期權買賣交易所參與者交易運作程序》）及聯交所期權結算所之規則（包括《期權結算規則》及《期權買賣交易所參與者結算運作程序》）中之各詞彙及用語與本附表所使用之該詞彙及用語具有相同涵義。
- 1.3 客戶謹此明確表示同意，如任何客戶與其有未清償帳目之凱基亞洲之聯屬人士提出要求，凱基亞洲可向該聯屬人士提供客戶之名稱以及凱基亞洲代客戶所持有之所有聯交所期權結算所抵押品及證券之詳情。

2. 帳戶

- 2.1 根據客戶或獲授權人士之指示，凱基亞洲獲授權為客戶辦理在交易所交易的期權業務。
- 2.2 凱基亞洲將對客戶的股票期權帳戶的有關資料保密，但可提供任何該等資料予證監會、聯交所、香港交易及結算所有限公司及其他相關稅務或監管機構，以遵守彼等提供的規定或滿足其索取資料的要求。
- 2.3 客戶確認：
- 該股票期權帳戶純粹為著客戶的帳戶及利益而並非為任何其他人的利益而運作；或
 - 客戶已經向凱基亞洲書面披露某人的姓名或名稱（該股票期權帳戶是為該某人的利益而運作）；或
 - 客戶已要求凱基亞洲以綜合帳戶運作該股票期權帳戶，並會即時應要求通知凱基亞洲任何擁有客戶合約的最終實益權益的人士的身分。
- 2.4 客戶同意賠償凱基亞洲、凱基亞洲的高級人員、僱員及代理人所有因客戶違反本客戶協議規定或與股票期權帳戶有關其必須履行的責任而招致之所有損失及開支，包括因向客戶追收欠債及因終止股票期權帳戶而合理地招致的費用。

3. 適用法律及規則

- 3.1 所有在交易所交易的期權業務須根據適用於凱基亞洲之一切法例、規則和監管指示的規定（「**該等規則**」）而進行，當中包括聯交所的《期權交易規則》、聯交所期權結算所的《期權結算規則》及香港結算的規則；特別是聯交所期權結算所根據該等規則獲賦權調整合約的條款，而凱基亞洲應知會客戶任何影響客戶身為訂約一方的客戶合約的該等調整；以及凱基亞洲、聯交所、聯交所期權結算所及香港結算根據該等規則採取的所有行動，均對客戶具有約束力。
- 3.2 客戶同意有關期權系列的標準合約的條款適用於凱基亞洲與客戶訂

立的每份客戶合約，而所有客戶合約須根據該等規則訂立、行使、交收和解除。

4. 保證金要求

- 4.1 客戶同意按不時的協定向凱基亞洲提供保證金，作為客戶根據本客戶協議對凱基亞洲所負責任的擔保；並且應按照凱基亞洲不時的要求支付或提交該等保證金；及要求以保證金形式提供的數額應不少於（但可超過）該等規則可能規定有關客戶的未平倉持倉及交付責任的數額，並可能因應市值變動要求更多保證金。
- 4.2 假如凱基亞洲接受證券以作保證金，客戶將應要求給予凱基亞洲該等規則可能規定凱基亞洲須具有的授權，以授權凱基亞洲直接或透過另一名期權交易所參與者，交付該等證券予聯交所期權結算所，以作為聯交所期權結算所抵押品，從而進行源自客戶給予凱基亞洲指示的在交易所交易的期權業務；及凱基亞洲並沒有獲得客戶任何其他授權，從而借入或借出客戶的證券或為著任何其他目的以其他方式不再管有客戶的任何證券（但該等證券將給予客戶或得到客戶的指示的情況除外）。

5. 客戶違約

- 5.1 假如客戶未有根據本客戶協議（包括本附表）履行本身的任何責任及 / 或償還客戶的任何債務（包括但不限於未有提供保證金），則在不影響凱基亞洲擁有之任何其他權利的情况下，凱基亞洲有權：
- 拒絕接受客戶就在交易所交易的期權業務給予的進一步指示；
 - 將客戶與凱基亞洲之間的部分或全部客戶合約抵銷、平倉及 / 或取消；
 - 訂立任何合約或進行任何證券、期貨或商品的交易以履行所產生的責任或對沖凱基亞洲因客戶未有履行責任或因客戶違責而須承擔的風險；及 / 或
 - 處置任何或所有保證金，並將該等處置所得收益清償客戶欠下凱基亞洲的債務；
- 及將在客戶欠凱基亞洲的一切債務清償後的任何收益餘款付予客戶。

6. 合約

- 6.1 在受限於適用市場規定及不影響凱基亞洲之其他權利及補救措施之情況下，凱基亞洲按其絕對酌情權可拒絕執行客戶之任何指示或隨時就客戶的未平倉持倉或交付責任或就客戶可行使的未平倉持倉訂定限額。
- 6.2 客戶確認：
- 凱基亞洲可能須將客戶合約抵銷或平倉以符合聯交所訂定的持倉限額；及
 - 假如凱基亞洲違責，聯交所的違責處理程序可能會導致客戶合約被平倉，或由另一名期權交易所參與者與客戶所訂立的客戶合約所取代。
- 6.3 客戶行使客戶合約或客戶合約被行使時，客戶將根據標準合約及按照其從凱基亞洲所獲通知，履行客戶根據有關合約須承擔的交付責任。

- 6.4 如果客戶提出要求，凱基亞洲可同意根據該等規則，以客戶與另一名期權交易所參與者訂立的客戶合約，取代凱基亞洲與客戶訂立的有關客戶合約。
- 6.5 客戶確認在有關到期日（但亦只限於有關到期日當日），期權系統將就價內價值百分比相等或高於聯交所期權結算所不時釐定的標準的所有價內期權長倉未平倉合約，自動產生行使指示；並且，客戶可指示凱基亞洲按照聯交所期權結算所的《結算運作程序》，在有關到期日系統終止前，取消前述的“自動產生行使指示”。
- 6.6 就按照客戶的指示已執行的所有合約，客戶將在凱基亞洲所通知的期間內，付予凱基亞洲客戶已獲知會的期權金、凱基亞洲的佣金及其他費用以及聯交所規定適用的交易徵費；並且凱基亞洲可從股票期權帳戶中扣除該等期權金、佣金、費用及交易徵費。
- 6.7 客戶同意按照凱基亞洲不時通知客戶的息率及其他條款，支付一切未清償逾期欠款的利息（包括客戶被判定應償還債項後所招致的利息）。

7. 客戶授權

- 7.1 受限於任何適用市場規定及在不影響本客戶協議賦予凱基亞洲之其他授權以及凱基亞洲適用之任何其他權利及權力的情況下及於各情況下猶如一項交易獨立於凱基亞洲與客戶之間訂立或凱基亞洲代表客戶訂立之任何其他交易，凱基亞洲獲授權代表客戶部分擁有及 / 或控制凱基亞洲或其代名人代表客戶收取或持有之所有任何證券或證券抵押品，及就此根據任何適用市場規定及客戶不時授予凱基亞洲之任何授權於各情況下借出、出售、存置、抵押及再抵押所有任何證券或證券抵押品。在受限於任何適用市場規定（包括但不限於客戶證券規則）之前提下，客戶謹此授權凱基亞洲或凱基亞洲之有聯繫實體：
- (a) 根據證券借入及借出協議動用客戶之任何證券或證券抵押品；
 - (b) 將任何客戶之證券存於認可財務機構，作為向凱基亞洲提供財務融通之抵押；
 - (c) 將任何客戶之證券抵押品存於證監會認可之任何結算所或其他

獲發牌或註冊可從事證券買賣之中介，作為履行及執行凱基亞洲之交收義務及責任之抵押；或

- (d) 以凱基亞洲或有聯繫實體經適當考慮任何適用之市場規定後認為合適之方式處理及處置客戶之證券或證券抵押品。

- 7.2 客戶同意，依據本附表上文第 7.1 條所載之客戶授權以及客戶可給予凱基亞洲或其有聯繫實體的任何其他授權及在不影響凱基亞洲或其有聯繫實體可取得之任何其他權利和權力，但在受限於適用市場規定之情況下，凱基亞洲或其有聯繫實體可根據該等授權或以適用市場規定允許之任何方式自由處置客戶之證券或證券抵押品，及凱基亞洲及其有聯繫實體有權收取及保留處置任何客戶之證券或證券抵押品而產生之任何報酬、收入、回佣或其他利益，而毋須向客戶擔責。第三者可能對客戶之證券或證券抵押品擁有權利，而在將該等證券或證券抵押品退還予客戶之前，凱基亞洲或其有聯繫實體（視情況而定）須滿足該等權利。此可能增加客戶之證券或證券抵押品的風險，而客戶接受有關風險。

8. 一般條款

- 8.1 客戶確認雖然所有與在交易所交易的期權業務相關之期權合約均在聯交所執行，客戶及凱基亞洲在客戶合約中須以當事人身分訂立合約。
- 8.2 凱基亞洲同意會應要求而向客戶提供期權合約的產品細則。
- 8.3 假如凱基亞洲未有依本客戶協議（包括本附表）的規定履行對客戶的責任，客戶有權向根據《證券及期貨條例》設立的投資者賠償基金索償，但須受到該投資者賠償基金不時制定的條款所規限。
- 8.4 凱基亞洲的業務如果出現重大變化，因而可能會影響到凱基亞洲向客戶所提供的服務，凱基亞洲將就此知會客戶。
- 8.5 客戶確認凱基亞洲已述明其獲註冊列入的期權交易所參與者的資格類別，並已提供主要負責客戶的事務的期權主任或期權代表的全名及聯絡詳情。
- 8.6 客戶確認客戶已詳閱並同意有關本客戶協議（包括本附表）的條款，且已經以客戶所選擇的語言向客戶加以闡釋。

附表三：市場報價服務條款

1. 引言

1.1 本附表為客戶協議之補充並在客戶獲允許取用或接收凱基亞洲所提供的服務（定義見下文）的情況下適用於客戶，以及如適用則構成客戶協議不可分割之一部分。本附表在適用範圍內應與客戶協議A部分及其他部分及附表一併閱讀。倘就本附表之標的事項本附表與本客戶協議其他部分之條文存在任何衝突，則應以本附表之條文為準。茲提醒客戶仔細及充分地閱讀本附表。倘客戶有任何疑問，客戶應尋求獨立法律及 / 或其他專業意見。

1.2 定義

在本附表之中，除非文意另有所指，以下用字及用詞具有以下涵義：

「**內容**」包括但不限於任何內容、軟件、數據、資料、訊息及所有文字、聲音、影像、靜態圖像、圖表及其他可透過服務取覽的內容或材料；

「**報價易**」指一項根據每次要求而顯示或提供某些市場報價、價格或資料的市場數據或資訊服務（收費按凱基亞洲不時所指定者），而每次顯示或提供的報價、價格或資料除非有新的要求，否則不會自動更新；

「**費用**」指與訂購者使用及 / 或取用服務相關之任何訂購費用（按適用情況包括任何基本服務費用及自選服務費用），有關費用須由訂購者在凱基亞洲要求之時或在其不時釐定之有關時間之前按凱基亞洲釐定之金額或收費率如期繳付，並連同其他第三者收費、使用費及凱基亞洲（不論是否作為代理人）不時徵收的其他費用及收費，作為就訂購期間訂購者（及任何憑藉使用登入用戶名稱及密碼而可使用及 / 或取用服務的其他人士）使用及 / 或取用服務及 / 或向其透過網上或電子方式傳送內容所徵收的費用；

「**登入用戶名稱及密碼**」指任何由凱基亞洲向訂購者發出以便取用或接收服務的獨特個人識別編碼；

「**報價錦囊**」指一項可顯示或提供持續更新資料的市場數據或資訊服務（收費按凱基亞洲不時所指定者），而該些數據或資料顯示或提供某些市場報價或價格、市場資訊、圖表、全球主要市場指數、貨幣兌換率、按指定方式列序的股票排名、買賣經紀雙方編號及 / 或公司財務資料。若訂購者使用電話或透過其他指定的通訊渠道，此項服務可提供給訂購者的報價數目一般沒有限制；

「**續期日**」指緊接在訂購期最後一日的日子；

「**服務**」指訂購者意欲或獲允許透過互聯網、萬維網、電話及 / 或其他電子通訊渠道取用或接受由凱基亞洲提供作為報價易或報價錦囊服務一部份之網上或其他電子服務及 / 或任何相類似或其他市場數據或資訊服務（包括任何基本及 / 或自選服務）；

「**資料來源**」指所有內容提供者，包括但不限於香港交易所資訊服務有限公司、香港聯合交易所有限公司、任何其他交易所及彼等各自之相關聯屬人士以及數據提供者，而其所提供的内容載於服務之內；

「**訂購者**」指於呈交予凱基亞洲有關的開戶表格或其他凱基亞洲不時指定的訂購文件（不論實際如何稱述）上識別為客戶的人士，而該客戶是獲許可取用或接受有關服務者；及

「**訂購期**」指已就服務向凱基亞洲妥為支付費用之期間或凱基亞洲可不時指明或批准之其他服務期間。

2. 許可及相互責任

2.1 鑒於訂購者支付及凱基亞洲收取根據本附表到期及欠付之所有費用，凱基亞洲須向訂購者授予非獨有不可轉讓之有限許可，以遵照本附表之條款及條件取用或接收服務，並且受所有適用於服務及其內容之版權通知或限制所規限，並且該許可不容許以本地或廣闊地區網絡形式發佈內容及僅可供訂購者本身使用。

2.2 凱基亞洲將會向訂購者授予一組登入用戶名稱及密碼，以供訂購者取用服務。

2.3 凱基亞洲在任何時候及不時保留以下權利：(i) 立即暫停訂購者取用或接收服務而無需通知，前提是凱基亞洲認為訂購者已違反本附表所載之任何條款，或合理認為該項行動屬適合、合宜或必要；(ii) 修訂費用、引入新的費用或修訂本附表之任何條款及條件，該等修訂將由凱基亞洲透過網上登載或其他方式通知訂購者，並於該通知發出後第七日起或凱基亞洲指定之任何其他日期起開始生效。

2.4 凱基亞洲擁有絕對酌情權及可於任何時間新增、修訂或刪除任何內容之呈示方式、實質內容或功能，而毋須向訂購者事先通知。

3. 訂購者之責任

3.1 訂購者同意依照本附表之條款向凱基亞洲支付一切應付凱基亞洲之費用，以及訂購者授權凱基亞洲從其於凱基亞洲之帳戶或其信用卡或簽帳卡（如有）扣取不時到期應付之費用。

3.2 凱基亞洲將向訂購者收取在向訂購者給予之服務項下提供資料之資料來源所徵收之所有特許權使用費及費用。訂購者明白該等由資料來源所徵收之費用可不時變動，並同意支付於訂購期間產生之實際費用。

3.3 訂購者為使用服務向凱基亞洲提供之姓名、地址或帳項資料如有任何更改，須在 10 日內通知凱基亞洲。

3.4 訂購者確認服務及內容為凱基亞洲及 / 或凱基亞洲之控股公司、附屬公司或相聯公司及 / 或資料來源之專有資料及 / 或版權並僅供訂購者使用，並且未經凱基亞洲（如必要，與及資料來源）之事先書面同意，服務提供之內容不可複印、捏改、重新發佈或以任何形式或通過任何途徑向第三者再次發佈或再次分發。

3.5 若任何內容之版權遭任何不當使用或侵權，訂購者須立即以書面形式通知凱基亞洲。

3.6 訂購者不得侵入、闖入、登入、使用或嘗試侵入、闖入、登入或使用未獲凱基亞洲授權使用之凱基亞洲伺服器之任何其他部分，其內容及 / 或任何數據區。

3.7 訂購者不得出讓、轉讓或分授權其於本附表條文項下之全部或任何部分權利或責任。

3.8 訂購者不得使用或准許使用內容或其任何部分作非法用途或根據本附表條文項下沒有容許之任何其他用途。

3.9 訂購者不得在進行其本身業務（不包括向第三者傳佈）之日常過程中以外使用內容或其任何部分。

3.10 訂購者不得使用內容或其任何部分以設立、維持或提供或協助設立、維持或提供一個場外市場、交易平台或交易服務以買賣 (i) 於某一交易所上市之證券或可於該交易所上市之證券或 (ii) 與第 (i) 項所述證券有關之任何其他證券，而該等買賣並非於或通過該交易所進行。

- 3.11 訂購者須於收到凱基亞洲之書面要求後，允許凱基亞洲或其書面授權之任何人士為與本附表條文有關之任何合法目的，盡快視察及查看訂購者之地方及記錄，包括但不一定限於目的是信納訂購者並無在抵觸本附表之任何條文之情況下使用內容或其任何部分。

4. 不作保證及責任限制

4.1 不作保證

訂購者明確確認及同意服務是以「現況」基礎提供的，並且自行單獨承擔與使用內容相關之風險。凱基亞洲及資料來源概不就有關服務（包括透過服務提供之任何內容）作出任何形式之明示或默示保證（本附表內明確列明者除外），包括但不限於無侵犯第三者權利或可商售性或作任何特別目的或用途之合適性。凱基亞洲及 / 或資料來源竭力確保其提供內容準確可靠，但不保證內容絕對正確可靠，並且對於任何因內容不準確或遺漏又或因根據或倚賴內容所作決定、行動或不行動而引致之任何損失或損害，凱基亞洲及 / 或資料來源概不負責（不論是民事侵權行為責任或合約責任或其他）。

4.2 責任限制

- (a) 對因凱基亞洲或資料來源於取得、編製、詮釋、編輯、報告或發放任何內容時之疏忽而全部或部分引致之任何直接、間接、衍生或附帶損失、費用或損害或任何特別或懲罰性損害賠償或傷害，凱基亞洲及資料來源均不會對訂購者或任何其他人士負責。在任何情況下，就服務或其使用所引致之任何間接、衍生、附帶、特別或懲罰性損害賠償，包括任何利潤或儲蓄損失，或任何性質之第三者申索，凱基亞洲及資料來源均不會對訂購者或任何其他人士承擔責任。
- (b) 儘管有前述條文，凱基亞洲就損害賠償、損失及訴訟因由之總計責任，不論在合約上或民事侵權行為上（包括疏忽）或其他

方面，於任何情況之下均不得超過訂購者根據本附表之條款向凱基亞洲所支付之六個月訂購費用。

- (c) 對訂購者使用全部或部分內容而引致之所有申索、責任、損失、損害賠償及費用，包括但不限於向凱基亞洲、資料來源及 / 或彼等各自之人員及代理人提出申索或提起訴訟所造成或招致之合理法律費用及訴訟費，訂購者須向凱基亞洲、資料來源及 / 或彼等各自之人員及代理人作出彌償並使彼等免受損失。

5. 期限及終止

5.1 期限

本附表將視為自凱基亞洲首次批准訂購者取用或接收服務當日起生效，直至本附表終止時為止。除非根據本附表第 5.2 條另行終止，否則本附表將會在每個訂購期屆滿時自動續期，並將自一個訂購期至下一個訂購期繼續有效。

5.2 終止及效力

- (a) 任何一方可於任何續期日之前，通過向另一方發出不少於一個月書面通知之方式於有關訂購期期末終止本附表。訂購者不得在訂購期的中段終止本附表。
- (b) 如訂購者違反本附表之任何條款，或凱基亞洲合理認為訂購者就有關服務之使用或行動不恰當，凱基亞洲可即時終止本附表而毋須給予訂購者任何事先通知或補償。
- (c) 於終止本附表之生效日期：(i) 根據本附表之條款授予訂購者之一切許可及其他權利及特權將會隨即無效；及 (ii) 訂購者將無權獲退回在終止本附表之前已預付之任何費用。
- (d) 本附表之任何終止將不會影響或損害終止之前訂約雙方已累算之權利及責任。

附表四：中港通市場附件

本附表為客戶協議之補充並適用於獲允許使用凱基亞洲就為中港通所提供的交易及相關配套服務（「中港通服務」）的客戶，以及如適用則構成客戶協議不可分割之一部分。本附表在適用範圍內應與客戶協議A部分及其他部分及附表一併閱讀。除文意另有所指外，本文所用詞彙具有以下第16條所載的涵義。倘就本附表之標的事項本附表與本客戶協議其他部分之條文存在任何衝突，則應以本附表之條文為準。茲提醒客戶仔細及充分地閱讀本附表。倘客戶有任何疑問，客戶應尋求獨立法律及/或其他專業意見。

1. 客戶謹此接受及同意受本附件中所有條款及條件的約束，以及接受所有透過使用中港通服務進行交易/結算相關的風險（包括但不限於載於開 表格內凱基亞洲提供之《滬港通及深港通風險披露聲明》所載列之風險及其他涉及中港通北向交易之風險，例如買賣上交所、深交所及/或其他在有關中港通市場上市並符合中港通交易資格的證券（該等證券統稱「中港通證券」）的禁限、對違反有關中港通市場的上市規則及其他規則及其他適用法律、規則及規則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/結算的一切市場規定。如欲了解更多與中港通服務有關的市場規定的資料，請參閱凱基亞洲網站 (www.kgi.com.hk) 及市場主管網站（包括該等網站之任何繼任或替代網站）不時發佈的資料。但凱基亞洲並不就該等資料是否最新、準確或完整而作出任何聲明，也不承諾不時更新其內容。
3. 客戶須充分了解並遵守所有不時在內地適用的市場規定，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規定，包括但不限於關於在有關的中港通市場上市的A股的規定（該規定被更改時，凱基亞洲恕不另行通知）：
 - (i) 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。
 - (ii) 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，客戶同意遵從凱基亞洲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，凱基亞洲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。
 - (iii) 所有交易必須在有關的中港通市場進行，即不允許進行場外交易或非自動對盤交易。
4. 客戶承認除在適用的市場規定容許的情況下，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凱基亞洲設立的戶口內存有足夠的中港通證券，但市場規定另有容許者除外（譬如當設有特別獨立賬戶（SPSA）安排）。客戶不可對中港通證券進行回轉交易及無備兌賣空活動。

倘客戶獲分配特別獨立賬戶，則客戶 (i) 同意確保特別獨立賬戶中有足夠的證券以清償在結算日交割的交付義務，且倘為特別獨立賬戶執行賣出指令，相關證券將交付給凱基亞洲或其代理人進行結算；及 (ii) 授權製作、複製及傳送特別獨立賬戶的股份持有記錄，以便聯交所及其有關子公司能夠根據聯交所的規則進行交易前審查程序。

5. 除凱基亞洲另行許可外，客戶同意不就任何中港通證券向凱基亞洲發出孖展交易、股票借貸及賣空活動買賣盤，而客戶就任何中港通證券向凱基亞洲發出的任何買賣盤均被視為已向凱基亞洲聲明及確認，該買賣盤不涉及孖展交易、股票借貸或賣空。

當客戶獲凱基亞洲允許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適用的市場規定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有關的市場規定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）。客戶進一步承認，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華通證券名單。

6. 客戶承認聯交所、上交所、深交所、其他有關中港通市場營運者及其各別有關的子公司及聯屬人有權在適用的市場規定所訂立的情況下拒絕提供與中港通服務有關之服務，要求凱基亞洲不接受客戶的指示以及暫停或限制凱基亞洲以任何券商客戶編碼（如下文第10.1條所定義）輸入買賣盤（例如客戶、凱基亞洲及/或其代理人之任何一方違反任何有關的市場規定或作出任何不正常交易行為），而且凱基亞洲可按其絕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，而毋須另行任何事前通知。
7. 客戶同意 (i) 凱基亞洲及其代理人為確保遵從或促使遵從有關的市場規定（例如當聯交所應有關中港通市場營運者要求，要求拒絕處理客戶買賣盤）及避免或減輕凱基亞洲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規定或本附件之任何條款的情況下；或 (iii) 在發生任何超出凱基亞洲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有關中港通市場營運者的所有聯絡渠道），凱基亞洲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、暫停、不發送或拒絕接受或輸入以任何券商客戶編碼發出的任何客戶買賣盤、取消買賣盤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，而毋須另行任何事前通知。在任何該等情況下，如買賣盤經已配對及執行，客戶須承擔交收責任。
8. 以執行客戶的指令或行使凱基亞洲在本附件下或在客戶的任何帳戶下的權利為目的之情況下，凱基亞洲可（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。匯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、聯交所及其各別的子公司及聯屬人）有權檢查客戶的記錄及在市場規定被違反或懷疑被違反時進行調查，並同意凱基亞洲及/或其代理人及聯交所可按該等市場主管之要求，(i) 在有關市場主管要求的期間內提供資料及材料（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（及已發出的指示）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或實體（不論是否為法律實體）有關的資料、身份、地址、聯絡資料及其他個人資料，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，以作配合檢查、調查、監察、執行或遵從任何適用的市場規定或聯交所與任何中港通市場營運者及/或其各自有關的附屬公司之間的監管性協作安排之用。

在不影响上述一般性條款的情況下，(a) 凱基亞洲及/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 / 或深交所作監察及調查之用；(b) 倘有違反上交所或深交所規則、或上交所或深交所的上市規則或其他規則所述的披露及其他責任的情況，上交所或深交所所有權進行調查，並可能透過聯交所要求凱基亞洲及 / 或其代理人提供相關資料及材料協助調查；及(c) 上交所及深交所或會透過聯交所要求凱基亞洲及 / 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北向交易服務。

10.1 客戶承認並同意凱基亞洲在向客戶提供中港北向交易服務時將須：

- (i) 為遞交給 CSC 的每個客戶買賣盤附加客戶獲券商分配獨一無二的數字編碼（「券商客戶編碼」）或（如適當及適用）附加客戶在凱基亞洲設定的聯名賬戶獲分配的券商客戶編碼；及
- (ii) 向聯交所提供聯交所根據聯交所規則不時要求的客戶獲券商分配的券商客戶編碼及與客戶有關的識別資料（包括但不限於名稱、身份證明文件類型、身份證明文件簽發國家或司法管轄區及身份證明文件號碼）（「客戶識別信息」）。

就處理與客戶帳戶及凱基亞洲提供予客戶的服務相關之個人資料事宜，在凱基亞洲給予客戶的任何通知或凱基亞洲從客戶獲取之同意不受限制的情況下，客戶承認並同意凱基亞洲可以（作為提供中港通服務的一部分而所需）收集、存儲、使用、披露及轉交與客戶有關的個人資料，包括：

- (a) 不時向聯交所及其有關的子公司披露及轉交客戶的券商客戶編碼及客戶識別信息，包括在將中港通買賣盤輸入至 CSC 時指出客戶的券商客戶編碼，該中港通買賣盤將進一步被實時轉交到有關中港通市場營運者；
- (b) 允許聯交所及其有關的其子公司各別：(i) 收集、使用及存儲客戶的券商客戶編碼、客戶識別信息以及有關中港通結算所提供的任何經整合、驗證及配對的券商客戶編碼及客戶識別信息資料（就存儲而言，由彼等當中的任何一方或通過香港交易所）用於進行市場監督、監察以及執行聯交所規則；(ii) 不時為下文(c)及(d)段所載目的將該等資料（直接或透過有關中港通結算所）轉交有關的中港通市場營運者；及(iii) 向香港的有關監管機構及執法機構披露該等資料，以便利其履行對香港金融市場的法定職能；
- (c) 允許有關中港通結算所：(i) 收集、使用及存儲客戶的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整合及驗證，以及用其投資者識別數據庫配對券商客戶編碼及客戶識別信息，以及向有關中港通市場營運者、聯交所及其有關子公司提供該等經整合、驗證及配對的券商客戶編碼及客戶識別信息資料；(ii) 使用客戶的券商客戶編碼及客戶識別信息履行其證券賬戶管理的監管職能；及(iii) 向對其有管轄權的內地監管機構及執法機構披露該等資料，以便利其履行對內地金融市場的監管、監察及執法職能；及
- (d) 允許有關中港通市場營運者：(i) 收集、使用及存儲客戶的券商客戶編碼及客戶識別信息，以便利其監督及監察利用中華通服務在有關中港通市場進行的證券交易，及執行有關中港通市場營運者的規則；及(ii) 向內地監管機構及執法機構披露該等資料，以便利其履行對內地金融市場的監管、監察及執法職能。

通過就任何與中港通證券有關的交易向凱基亞洲發出指示，客戶承認並同意，凱基亞洲可以使用客戶的個人資料，以遵從聯交所不時有效及與中港通有關的規定及規則。客戶還承認，即使客戶後續擬撤同意，客戶的個人資料可繼續為上述目的被存儲、使用、披露、轉交及以其他方式處理，無論是在撤銷同意之前還是之後。

未能向凱基亞洲提供上述客戶的個人資料或同意，可能意味著凱基亞洲將不會或不能再（視情況而定）執行客戶的交易指示或向客戶提供凱基亞洲中港通服務。

10.2 客戶承諾確保客戶的客戶識別信息為準確及最新的，並將會及時告知凱基亞洲任何變更。

10.3 客戶進一步同意，客戶提供的個人資料可被按照本附件及凱基亞洲不時修訂或補充的凱基香港收集個人資料聲明（「個人資料聲明」）（該聲明可在前述凱基亞洲網站上取覽或向凱基亞洲索取）（「凱基香港」的定義見本客戶協議C部分）在香港及 / 或香港境外收集、存儲、使用、披露、轉移及 / 或以其他方式處理。

如客戶向凱基亞洲提供其他個人（客戶除外）（不論客戶自己的客戶、員工或其他有關的個人）的個人資料，客戶承諾並表示客戶已通知該等個人並獲得其同意，凱基亞洲可按照本附件及個人資料聲明收集、存儲、使用、披露、轉移及以其他方式處理該等個人的個人資料，並且在客戶通知並獲取該等個人的同意時，客戶應完全遵守所有適用的有關司法管轄區的個人資料保護法，包括但不限於《個人資料（私隱）條例》（香港法例第486章）。客戶同意在凱基亞洲提出要求時及時向凱基亞洲提供有關同意的證據。

10.4 如客戶為自己的客戶進行北向交易，凱基亞洲可全權酌情分配一個範圍的券商客戶編碼給客戶。客戶應根據聯交所的規則在凱基亞洲為其特別預留的券商客戶編碼範圍內為其本身的每位客戶編派一個券商客戶編碼。倘客戶的直接客戶是客戶的聯屬機構，則須使用下一層次或進一層次的券商客戶編碼，直至客戶的客戶不是聯屬機構為止。客戶的非關聯客戶及其他客戶的券商客戶編碼以及相應的客戶識別信息應由客戶包括在客戶的券商客戶編碼 — 客戶識別信息配對文件中，並且這種券商客戶編碼 — 客戶識別信息配對文件應由客戶在凱基亞洲及市場主管不時要求的時限內提交給凱基亞洲，然後以由凱基亞洲提交給市場主管（倘客戶屬透過中華通交易所參與者進行北向交易的交易所參與者可根據聯交所的規則直接提交配對文件給聯交所）。客戶應用客戶分配給自己客戶的正確券商客戶編碼實時附加於每個北向交易買賣盤，然後提交給凱基亞洲。客戶進一步承諾並應促使其客戶遵守所有適用的聯交所規則及市場規定。就本第10.4條而言，倘兩家公司屬於《證券及期貨條例》附表1第1部第1條所界定的同一「公司集團」，則該公司被視為另一家公司的聯屬機構。

11. 客戶承認客戶、凱基亞洲、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CSC）、任何市場主管制定、修訂或執行任何市場規定、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包括為處理異常交易行為或活動而採取的任何行動、透過使用中港通服務進行任何交易 / 結算、拒絕以任何券商客戶編碼輸入的買賣盤或按聯交所規則所規定的券商客戶編碼及客戶識別信息收集、存儲、使用、披露及轉交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。客戶亦同意凱基亞洲及其代理人毋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規定所規定的投資者資格標準，才可以進行深交所創業板上市的股票（「深交所創業板股票」）或上交所科創板上市的股票（「上交所科創板股票」）交易。除不時被更改及適用的市場規定另有規定外，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)當中任何一段所指的機構專業投資者，或獲市場主管或市場規定不時容許進行深交所創業板股票或上交所科創板股票（視屬何情況而定）交易的其他種類的合資格投資者（「合資格投資者」）。客戶在進行深交所創業板股票或上交所科創板股票交易前，必須確保其是合資格投資者。此外，除非客戶是憑藉《證券及期貨條例》獲許持牌進行第9類（資產管理）受規管活動的公司，或從事提供資產管理服務業務並受香港以外任何地方法律監管的任何其他人士，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股票或上交所科創板股票交易的相關客戶均是合資格投資者。客戶必須在凱基提出時，

及時向凱基提供有關證據以證明相關客戶均是合資格投資者。如未能遵守有關投資者資格標準的規定，即屬違反有關市場規定的規定，凱基亞洲及其代理人有權（但無責任）向有關市場主管報告違反或懷疑違反有關規定的個案，並要求客戶，以及其代表的相關客戶（如有），盡快對深交所創業板股票或上交所科創板股票（視屬何情況而定）進行平倉，凱基亞洲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. 客戶同意須向凱基亞洲及其代理人全面賠償所有因客戶違反任何市場規定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. 客戶或凱基亞洲任何一方可給予另一方最少七天事前通知終止使用中港通服務。
15. 本附件內的條款附加於約束客戶及凱基亞洲之間的賬戶關係的條款及條件，而且如兩者有歧異，以本附件內的條款為準。
16. 本附件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；

「**中港通結算所**」指香港中央結算有限公司可接納並不時列入香港交易所公佈的中華通結算所名單的中國內地結算所；

「**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）；

「**中港通市場營運者**」指營運中港通市場並已與聯交所訂立交易互

聯互通機制的交易所，其名稱不時已納入在香港交易所公佈的中華通市場營運者名單中，包括但不限於上交所及深交所；

「**中港通市場系統**」指用以在有關中港通市場營運者營運的中港通市場上買賣中港通證券的系統；

「**中港通買賣盤**」指輸入至 CSC 的買賣盤，以便傳遞至中港通市場系統以購入或出售中港通證券；

「**中港華服務**」指指聯交所在其所認為適當時自身或透過其子公司向凱基亞洲提供的買賣盤傳遞服務，通過此項服務，凱基亞洲發出的中港通買賣盤可經由聯交所子公司轉交往中港通市場以進行買入及 / 或沽出合資格中港通證券；除文意另有所指外，亦包括相關配套服務；

「**CSC**」指中華證券通系 用以接收及傳遞中港通買賣盤往中港通市場系統進行自動對盤及成交；

「**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適用法律、規則、規例、法律條文或法令，及 (ii) 任何市場主管的適用規定、限制、請求、憲章、附例、規則、規例、慣例、指示、指引、守則或政策（不論是否具有法律效力）；

「**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。

C 部分

收集個人資料聲明

本聲明乃凱基（香港）（定義如下）根據香港法例第 486 章《個人資料（私隱）條例》（「私隱條例」）作出，目的是向資料當事人（定義如下）資料當事人闡明收集個人資料的原因、用途和查詢個人資料記錄的途徑。

1. 資料當事人或其他有關人士在申請開立戶口或延續戶口，建立或延續交易或信貸設施或在凱基（香港）提供金融、證券、商品、衍生產品、期貨、期權、投資、信貸、保險、強積金 / 職業退休計劃、財富管理、資產管理、投資者教育活動 / 遊戲及相關顧問或其他服務、產品及設施時，須要不時向凱基（香港）提供資料。
2. 若資料當事人未能向凱基（香港）提供有關資料，可能會導致凱基（香港）無法開立或延續戶口或建立或延續交易或信貸設施或提供上文第 1 條條款所述的服務、產品或設施。
3. 在資料當事人或其他有關人士與凱基（香港）的正常業務往來或其他交易過程中，凱基（香港）亦會收集資料當事人的資料。在使用凱基（香港）網站時，資料當事人的資料（包括線上識別碼）及其流覽活動的資訊將被通過使用 cookie 和其他技術進行收集和跟蹤。
4. 資料當事人的資料可能會（無論在香港或香港以外）被使用及處理，以作下列用途：
 - (i) 為資料當事人提供服務及設施之日常運作；
 - (ii) 作信貸檢查；
 - (iii) 協助其他金融機構作信貸檢查；
 - (iv) 確保資料當事人的信用維持良好；
 - (v) 為資料當事人設計上文第 1 條條款所述的服務、產品或設施，及進行調查、統計及資料分析，以加強及訂製該等服務、產品或設施；
 - (vi) 宣傳上文第 1 條條款所述的服務、產品及設施（有關凱基（香港）使用及提供個人資料作直接促銷用途的詳情載於下文第 6 條條款）；
 - (vii) 確定凱基（香港）對資料當事人或資料當事人對凱基（香港）的債務；
 - (viii) 向資料當事人及為資料當事人提供擔保或抵押的人士追收欠款；
 - (ix) 根據凱基（香港）須遵守的法律及 / 或監管要求或法庭命令作出披露；
 - (x) 使凱基（香港）能夠遵守任何適用的法律、監管條例、規則、業界成規、法律義務，或在凱基（香港）受管轄的任何司法管轄區的交易或監管、稅務、執法或政府機構的要求、請求、守則、指導或指引（例如：由香港稅務局發出有關實施自動交換財務帳戶資料的指引及美國《海外帳戶稅收合規法案》）；
 - (xi) 遵守為符合制裁、預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於凱基證券集團內共用資料及資訊及 / 或資料及資訊的任何其他使用而制定的任何義務、要求、政策、程序、指引、措施或安排；及
 - (xii) 與上述任何項目有關的其他用途。
5. 凱基（香港）會把資料當事人的相關資料保密，但凱基（香港）可能會把該等資料提供給以下人士（無論在香港或香港以外）：
 - (i) 任何代理人、承辦商或向凱基（香港）提供與凱基（香港）的業務運作有關的行政、電訊、電腦、金融投資、執行交易服務或現金、證券及 / 或合約結算或交收服務或其他服務的第三者服務供應人；
 - (ii) 任何對凱基（香港）有保密責任的人，包括但不限於已承諾把該等資料保密的任何凱基證券集團成員；
 - (iii) 任何與資料當事人已有或建議有交易往來的金融機構或交易商；
 - (iv) 任何信貸資料服務機構及於欠帳時給予收數公司；
 - (v) 任何凱基（香港）的實在或建議受讓人或參與人或附屬參與人或凱基（香港）對資料當事人權利的受讓人；
 - (vi) 任何為資料當事人的責任提供或建議提供擔保或抵押的人士；及
 - (vii) 在凱基（香港）必須符合對凱基（香港）具約束力的有關法律、法庭指令、監管條例、規則、法律義務、要求、請求、守則、指導、指引：在任何司法管轄區的交易所、實體、代理人或監管、稅務、執法或政府機構（無論是否為了履行其監管、監督及 / 或執法職能或其他目的）。通常在此情況下，凱基（香港）須要遵守保密責任而將不能通知資料當事人或在徵求資料當事人的同意後才向上述人士披露有關資料。
6. **在直接促銷中使用資料**

凱基（香港）有意，但只會在獲得資料當事人的同意（包括表示不反對）下，把資料當事人的個人資料用作於直接促銷。就此，請注意：

 - (i) 資料當事人的個人資料，例如：姓名、電話號碼、線上識別碼、電郵地址、通訊地址、帳戶號碼、產品及服務投資組合信息、交易模式及行為、風險狀況、財務背景及投資目標及經驗等，可能會被使用於直接促銷；
 - (ii) 以下類別的服務、產品、設施及推廣標的可用作促銷：
 - (1) 金融、證券、商品、衍生產品、期貨、期權、投資、信貸、保險、強積金 / 職業退休計劃、財富管理、資產管理、投資者教育活動 / 遊戲及相關顧問及 / 或其他服務、產品及設施；
 - (2) 獎賞、年資獎勵或優惠計劃及相關服務、產品及設施；
 - (3) 由任何凱基證券集團成員的商業夥伴所提供的服務、產品及設施（該等商業夥伴為提供任何上文第 6(ii)(1) 條條款所述的服務、產品及設施的供應商）；及
 - (4) 為慈善及 / 或非牟利目的而作出之捐款及捐贈；
 - (iii) 上述服務、產品、設施及推廣標的可由凱基（香港）及 / 或任何下述各方提供或（就捐款及捐贈而言）徵求：
 - (1) 任何凱基證券集團之成員；
 - (2) 第三方金融機構及提供任何上文第 6(ii)(1) 條條款所述的服務、產品及設施的供應商；
 - (3) 第三方獎賞、年資獎勵、聯營或優惠計劃供應商；
 - (4) 任何凱基證券集團成員的商業夥伴（該等商業夥伴為提供任何上文第 6(ii)(1) 條條款所述的服務、產品及設施

施的供應商)；及

(5) 慈善或非牟利組織；

(iv) 凱基(香港)有意,但只會在獲得資料當事人的書面同意(包括表示不反對)下,把上文第6(i)條條款所述的個人資料提供予上文第6(iii)條條款所述的任何人士,以供該等人士在其直接促銷上文第6(ii)條條款所述的服務、產品及設施時使用。凱基(香港)可能會為得益(不論是以收取費用、佣金、利益或其他形式)而向該等人士提供個人資料,以供該等人士用於直接促銷。

如資料當事人希望凱基(香港)停止使用資料當事人的個人資料及/或提供予其他人士作直接促銷用途,資料當事人可以書面方式通知凱基(香港)資料保護專員,其郵寄地址及傳真號碼載於下文第13條條款。此後,凱基(香港)必須停止使用及/或提供資料當事人的個人資料作直接促銷用途,費用全免。

7. 資料當事人同意凱基(香港)可不時將資料當事人的個人資料轉至香港以外的地方作任何上述第1至第6條條款所述的任何用途。此外,個人資料可能會被轉移到歐洲經濟區(歐洲區)以外的國家,這些國家未有提供與歐洲區國家類似水平的保護。凱基(香港)將採取合理必要的步驟,以確保個人資料均得以足夠的保護,並按照本聲明所述的方式處理。

8. 如閣下向凱基(香港)提供其他資料當事人的個人資料,閣下承諾並表示閣下已通知該等個人並取得其同意,凱基(香港)可按照本聲明收集、使用及處理其個人資料,並且在閣下通知並獲取該等個人的同意時,閣下應完全遵守有關司法管轄區的所有適用個人資料保護法,包括但不限於私隱條例。閣下同意在凱基(香港)提出要求時,將會及時向凱基(香港)提供有關同意的證據。

9. 在若干情況下資料當事人可能透過電子途徑(例如互聯網或話音錄音系統)向凱基(香港)提供個人資料。儘管凱基(香港)已竭盡所能以確保其系統的保安及可靠性,基於電訊傳送可能出現多種不可預計的情況,電子通訊的可靠性可能受到影響。有見及此,資料當事人在利用電子媒介傳送個人資料時應倍加留意。

10. 凱基(香港)只在有必要的期間內,為履行本聲明所述的使用個人資料的目的保留個人資料,如果根據任何法律或法規要求或在其他必要情況時,則保留個人資料的時間更長。

11. 在符合私隱條例之條款情況下,任何個人有權:

(i) 查核凱基(香港)是否持有資料當事人的資料及查閱有關的資料;

(ii) 要求凱基(香港)更正與該人士有關而不準確的資料;及

(iii) 查悉凱基(香港)對處理資料的政策與實務及凱基(香港)所

持有的個人資料的種類。

如果個人來自歐洲聯盟(歐盟)成員國,除受某些局限及/或限制下,《通用數據保障條例》可能適用於該個人,該個人有權依據《通用數據保障條例》:

(i) 要求取得和糾正,或刪除其個人資料;

(ii) 限制或反對處理其個人資料;

(iii) 具有資料便攜性的權利;

(iv) 在某些情況下,撤回他/她以前就處理其個人資料而給予的同意;及

(v) 就處理其個人資料向當地個人資料保護機構提出申訴。

12. 根據私隱條例的規定,凱基(香港)有權就處理任何查閱資料的要求收取合理費用。

13. 如欲要求停止使用資料當事人的個人資料作直接促銷用途,查詢或更正資料,查詢有關政策、慣例及資料的種類,行使上述任何權利或提出申訴,請向以下人士提出:

資料保護專員 凱基(香港)

香港灣仔港灣道十八號中環廣場四十一樓

電話:(852) 2878-6888

傳真:(852) 2878-4932

14. 凱基(香港)可對本聲明不時作出修改、修訂或補充。最新版本的聲明可於凱基(香港)之網站 www.kgi.com.hk 取覽或以書面方式向凱基(香港)索取。本聲明(以及不時被修改、修訂或補充的聲明)的內容適用於所有的資料當事人,並構成不時對有關資料當事人與凱基之間的關係具有約束力的條款及條件的一部分。

15. 在本聲明內,凱基證券亞洲有限公司、凱基資產管理有限公司、凱基金融亞洲有限公司、KGI Finance Limited、凱基期貨(香港)有限公司、凱基國際金融有限公司、凱基國際(香港)有限公司、凱基投資理財有限公司、凱基代理人(香港)有限公司及 KGI Hong Kong Limited 共同及個別稱為「凱基(香港)」,而凱基(香港)連同彼等各別的控股公司、附屬公司、相聯公司及關聯公司(無論在香港或香港以外)共同及個別稱為「凱基證券集團」。所有上文述及的「資料當事人」包括個人,而該個人為任何凱基(香港)公司預期的或現有的客戶或對手;獲授權人、受益人、董事、股東、控制人、人員、員工;凱基(香港)網站的訪客;參與推廣活動、比賽、投資者教育活動或遊戲的人士;及上文第5(vi)條條款所述之人士。

(2112)

