

尊贵的客户：

**期权交易账户条款和条件的修订**

由即日起，本公司的期权交易账户条款和条件作出修订，详情请参阅附件之修订内容。

新修订全文亦已上载到本公司网页 [www.htisec.com](http://www.htisec.com) 以备随时参阅。

如对上述修订有任何疑问，请致电客户服务热线(852) 3583 3388 或 400 001 1822 与客户服务主任联络。

谨再次感谢 阁下选用本公司服务，并祝投资成功！

海通国际证券有限公司 谨启

2025 年 10 月 9 日

9 October 2025

Dear Valued Customer,

**Amendments to Options Trading Account Terms & Conditions**

Please be informed that the **Options Trading Account Terms & Conditions** have been amended with immediate effect. Please refer to the Annex for the details.

The full revised text has also been posted on our company website at [www.htisec.com](http://www.htisec.com) for your reference. For further information regarding the above-mentioned, please contact our Customer Service Officer at (852) 3583 3388 or 400 001 1822.

Wish you a rewarding investment and thank you again for choosing Haitong International.

For and on behalf of  
Haitong International Securities Company Limited

# 期權交易賬戶條款和條件

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## 1. 定義與釋義

1.1 於本協議內，除明文訂明或文義另有所指外，否則在本協議內未有定義之詞彙及表達詞均具有聯交所期權交易規則、聯交所規則、期權結算公司規則、證券及期貨條例、客戶款項規則及客戶證券規則所界定之涵義（包括不時修訂之涵義）：

1.2 在本協議內：

「交易密碼」指密碼和登入名稱（或兩者其一）；

「賬戶」指一個或多個由客戶不時在本公司開立，作為處理期權合約及進行任何交易所買賣期權活動之期權交易賬戶；

「協議」指客戶與本公司就有關賬戶（等）之開立、維持及運作而訂立且不時修訂之書面協議，其中包括但不限於賬戶開立表格、客戶資料表、期權賬戶條款和條件、適用之風險披露聲明及客戶就賬戶（等）而賦予本公司之任何權力；

「AML/CTF」指打擊洗錢及恐怖分子資金籌集、制裁行動及禁止大殺傷力武器；

「客戶款項規則」指證監會根據證券及期貨條例第149條所訂立，可不時修訂之證券及期貨（客戶款項）規則；

「客戶款項常設授權」指由客戶按照載於第18.2條內可不時修訂的條款賦予本公司的常設授權；

「客戶證券規則」指證監會根據證券及期貨條例第148條所訂立，可不時修訂之證券及期貨（客戶證券）規則；

「客戶證券常設授權」指由客戶按照載於第18.4條內可不時修訂的條款賦予本公司的常設授權；

「抵押品」指客戶或由本公司接受的一名或多名其他人士交予或必須交予本公司以存入賬戶內的即時可動用資金、證券和/或其他資產；

「本公司」指海通國際證券有限公司；

「電子服務」指電子交易服務和流動電話交易服務；

「電子交易服務」指由本公司所提供，客戶能透過其發出之電子指示買賣或以其他方式買賣證券之任何設施和資訊服務；

「政府當局」指香港境內或境外任何政府、政府組織、政府機構或監管機構，包括香港稅務局和美國國稅局；

「香港結算」指香港中央結算有限公司；

「登入名稱」指與密碼一併使用之客戶個人身份，客戶可藉此接達電子服務、流動電話交易服務、海通國際郵件及由本公司提供之其他服務；

「保證金」指按照有關規則計算總額，並由本公司不時決定之存款、抵押品及保證金（定義見聯交所期權交易規則）（包括但不限於基本保證金及額外保證金），作為客戶履行本協議內對本公司應履行之責任之保證；

「流動電話交易服務」指將由本公司會同若干流動電話經營商不時提供，使用專門適用於本公司之SIM Tool Kit之一項服務，其中包括本公司可不時指明之賬戶查詢、期權合約交易、期權合約報價和諮詢熱線等服務；

「相關人士」指

(a) 就客戶而言，指其子公司或合資企業、其各自的實益擁有人、控制人、董事、高級職員、關聯公司或雇員或代表其行事的任何人士；或

(b) 就個人客戶而言，指其任何直系親屬，包括但不限於其配偶、被國家法律視為等同於配偶的伴侶、其未婚伴侶或同居伴侶、

其子女或繼子女、其子女的配偶、伴侶或同居伴侶、其兄弟姐妹、繼兄弟姐妹或同父異母兄弟姐妹、其父母、繼父母或岳父母或以其本人或其直系親屬為受益人的任何信托中，具有受托人身份的受托人、其本人直接或間接持有50%或以上的所有權的實體、或代表其行事的人士；

「受限活動」指以下任何活動：(i)涉及或以任何受限方的利益為目的；(ii)以任何方式進行，並在合理預期中會導致任何本公司集團的成員公司違反任何適用制裁或導致其成為受限方；或(iii)被任何適用制裁禁止的活動；

「受限方」指以下人士

- (a) 列在任何制裁名單上，或由列在任何制裁名單上的人士擁有或控制，或代表列在任何制裁名單上的人士行事的人士；
- (b) 位於、根據某國家或地區法律成立於、或由位於或根據法律組成於某個國家或地區的人士（直接或間接）擁有或控制的，或是代表該國家或地區的人士行事的人士，而該國家或地區是全國制裁或全地區制裁的目標；或
- (c) 一個美國人士或其他制裁機構的國民由法律禁止或限制與之進行交易、商業或其他活動的其他人士

「制裁」指由以下機構實施、制定或執行的經濟、金融或貿易制裁法律、法規、禁運或限制措施：(i)美國政府；(ii)聯合國；(iii)歐盟；(iv)英國；(v)香港；(vi)中華人民共和國；或(vii)前述任何國家/地區的政府機構和機構，包括但不限於美國財政部外國資產控制辦公室（“OFAC”）、美國國務院和英國財政部（“HMT”）（統稱為“制裁機構”）；

「制裁名單」指聯合國安全理事會、香港、美國、歐盟或其成員國頒布的任何經濟制裁法律、規則、禁運或限制性措施；

「密碼」指與登入名稱一併使用之客戶私人密碼，客戶可藉此取得電子服務、流動電話交易服務、海通國際郵件及本公司提供之任何其他服務；

「證券」含證券及期貨條例所下定義，並且若然內容須作如是解釋，應包括證券抵押品；

「證券及期貨條例」指不時修訂或重新制定的證券期貨條例（香港法例第五七一章）；

「聯交所」指香港聯合交易所有限公司；

「期權結算公司」指香港聯合交易所期權結算有限公司；

「證監會」指證券及期貨事務監察委員會；及

「海通國際郵件」指由本公司操作而用於交付和收取成交確認書、結單和其他通知之安全信息設施。

### 1.3 在本協議內：

1.3.1 文中所指「客戶」如屬個人，則包括客戶（等）本身及其各自之遺囑執行人及其遺產管理人；如屬獨資經營商號，則包括獨資經營人及其遺囑執行人、遺產管理人、及其生意之繼承人；如屬合夥經營商號，則包括客戶持有上述賬戶（等）時該商號之合夥人、合夥人各自之遺囑執行人、遺產管理人，亦包括任何今後及以前任何時間加入該商號為合夥人之任何其他人士（等）及其各自之遺囑執行人、遺產管理人及該合夥經營生意之繼承人；如屬公司，則包括該公司及其繼承人；

1.3.2 就與本公司有關而言，文中所指之「集團公司」包括其直接或間接控股公司、其或該等控股公司之直接或間接附屬公司；

1.3.3 除非另作聲明，提及之條款和分條均指本協議內之條款和分條；

1.3.4 條款之標題只為方便查閱而設，並不影響該條款之釋義和解釋；

1.3.5 英文單數名詞亦包括其眾數詞義，反之亦然；及

1.3.6 含任何一種性別之字詞均包含所有性別，提及之人士亦包括公司和法人。

## 2. 適用規則和規則

2.1 賬戶（等）之一切交易均須依照聯交所或該等其他證券交易所或市場或場外交易市場（「交易所（等）」）及香港結算和香港內外之其他結算所（「結算所（等）」）和政府當局不時修訂之有關憲章、規則、規則、則例、成規和慣例，以及香港和本公司代表客戶進行買賣之其他地方不時修訂之例辦理。

2.2 所有交易所期權業務須按照所有適用於本公司之法例，規則及規管指示（「該等規則」），包括聯交所規則（以可應用之條文為限）、聯交所之期權交易規則、期權結算公司結算規則及香港結算規則進行。客戶同意，所有本公司、聯交所、期權結算公司或香港結算按照規則所採取之行動，須對客戶具約束力。

## 3. 服務

3.1 客戶謹此指示並授權本公司以客戶名義在其賬冊內開立並維持一個或多個賬戶（等），以不時按照本協議之條款和條件買賣期權合約及進行交易所期權買賣業務。

3.2 賬戶（等）之一切交易可由本公司在任何交易所直接進行，而該等交易所乃本公司已獲授權可在其買賣期權合約之交易所，或依其選擇，在任何交易所由本公司可能酌情聘用之任何其他經紀間接進行。

## 4. 指示及交易常規

4.1 在客戶款項規則及客戶證券規則的制約下，本公司謹此獲授權，按客戶之指示，替賬戶（等）訂立、行使、結算及/或撤銷期權合約，以及用其他方式處置在賬戶（等）內持有或為賬戶（等）持有之任何保證金、抵押品、證券、期權金、期權合約、應收賬款或款項。

4.2 所有指示必須由客戶親自或透過電話口述、或以書面用郵寄、親手遞送、透過海通國際郵件或其他途徑所發出之電郵、或傳真方式或按照第19條之規定以任何電子服務方式或本公司接受之任何其他方式送達。

4.3 本公司有權依賴本公司有理由相信為一名獲授權人士代表客戶所作之任何指示、指令、通知或其他通訊方式，而客戶須受該等通訊方式約束。客戶同意就本公司在合理及正當之情況下，因依賴該等通訊方式而招致之任何損失、費用及支出（包括法律訴訟費），向本公司作出彌償並確保本公司免受該等損失。

4.4 本公司可將與客戶之所有電話對話進行錄音，以核證客戶之指示。客戶同意，倘出現糾紛，將接受任何此等錄音內容，作為證實客戶所發指示之最終及不可推翻之證據。

4.5 不管本協議所載內容如何，本公司可以行使其絕對酌情權，拒絕執行客戶之任何指示，而且毋須作出解釋。

4.6 由於受交易所（等）之客觀條件限制和期權合約或其相關之證券之價格經常出現迅速之變化，報價或買賣將偶爾出現延誤。因此，即使本公司作出合理努力，仍可能未能按照任何指定時間所報之價格交易。就未有或未能遵照客戶所發指示中之任何條款而導致之任何損失，本公司概不承擔任何責任。倘若本公司在作出合理努力後，仍未能完全執行任何指示，則本公司有權在未得客戶事先確認之情況下，部份履行該指示。無論如何，當作出任何執行命令之指示後，客戶必須接受該結果，並受其約束。

4.7 在有關交易所收市或由有關交易所規定之該等其他屆滿日期或客戶與本公司可能同意之其他較後時間之前，倘若本公司應客戶要求所落之任何即日期權合約買賣、結算、行使或其他方面仍未執行，則此等即日買賣、結算、行使及其他方面（如部分已被執行，則未被執行的部分）必須被視作已經自動取消。

4.8 為執行客戶之任何指示，本公司可依據其全權決定之條款和條件，跟或透過任何其他代理人（包括以任何形式跟本公司有聯繫之任何人士或一方當事人）訂立合同或以其他方式建立關係。

- 4.9 在受適用法律、規例和市場要求制約之前提下，本公司在恰當地考慮到順序收到客戶指令後，可絕對酌情決定執行指令之先後次序，而就本公司執行收到之任何指令而言，客戶不得要求較另一客戶為先之優先權。
- 4.10 客戶確認並同意，本公司可以行使其絕對酌情權，於衍生產品結算系統內經「客戶按金對銷賬戶」對銷客戶持有的按金。
5. 合約
- 5.1 客戶同意有關期權系列之標準合約條款，將適用本公司和客戶訂立之各份客戶合約，並且所有客戶合約須依照規則予以訂立、行使、結算及撤銷。期權結算公司有權根據規則調整合約條款而本公司須知會客戶由期權結算公司作出並影響客戶合約（當客戶為合約訂立方）之任何條款之調整。
- 5.2 本公司可於任何時候限制客戶之未平倉盤或交收責任。客戶確認：
- 5.2.1 本公司可能需要遵從聯交所訂明之持倉限額，拋售或過戶客戶合約；及
- 5.2.2 倘若本公司違約，根據聯交所制定之違約程序，客戶合約可能被拋售或由客戶與另一期權交易所參與者之客戶合約取代。
- 5.3 應客戶之書面要求，本公司可同意，根據規則將與客戶訂立之客戶合約由客戶與另一期權交易所參與者之客戶合約取代。
- 5.4 儘管所有期權合約將會在聯交所執行，惟客戶確認，根據客戶合約，客戶及本公司須以當事人身份訂約。
- 5.5 本公司可應客戶要求及依照客戶指示，要求客戶之客戶合約過戶予另一期權交易所參與者。客戶同意，在本公司收到該等請求後，本公司與客戶之任何客戶合約將藉期權交易所規則及本協議之施行，即時更替為一份新客戶合約，合約條款與原客戶成交條款相同，另一期權交易所參與者與客戶為該等客戶合約之當事人。若客戶之要求未獲接受，則原客戶合約仍然完全有效，猶如客戶未曾要求作出過戶安排。
6. 保證金規定及催繳保證金及固定押記
- 6.1 客戶同意保持該等保證金並須應要求以本公司決定之形式、金額、期限以現金、證券、及／或其他資產方式，支付或交付額外保證金，該等保證金及額外保證金指客戶須支付，或本公司代表客戶支付與有關根據本協議條款代表客戶訂立之任何期權合約相關之保證金或任何其他款項。要求支付保證金之金額應不少於，但可超過根據規則規定與客戶未平倉及交付責任相關之金額，基於市值之變化，可能需支付進一步之保證金。
- 6.2 倘若本公司接受證券作為保證金，則客戶將應要求授權本公司，可能因根據規則而需要直接或透過期權交易所參與者，向期權結算公司交付該等證券，作為因客戶向本公司發出指示，而作為與交易所買賣期權活動有關之期權結算公司之抵押品。除非客戶另行同意，否則本公司並未獲客戶之進一步授權，借入或借出客戶之證券，或為任何其他目的放棄代客戶持有之任何證券（除非還予客戶或應客戶指示）。
- 6.3 時限對支付任何保證金至為重要，若本公司作出付款要求時而並無規定其他時間，則客戶需遵從該等要求在該要求提出之時起計2個小時內支付款項（如本公司要求，則更早之時間）。客戶亦同意，應要求即時全額支付任何關於本公司賬戶之任何欠款。全部用作保證金及其他用途之基本及其後按金及付款，須以已結算款項及以本公司可全權決定之貨幣及金額支付。
- 6.4 在不影響上文第6.1條之情況下，本公司有絕對酌情權不時修訂保證金規定。過往之保證金規定並未構成先例，經修訂之規定一旦訂立，須將適用受該等修訂影響之現有持倉盤及合約中新增持倉盤。
- 6.5 為避免產疑問，若客戶未能在本公司規定之時間內，補倉或支付任何其他應付賬款，則本公司有權（而不影響本公司其他權利之情況下）在未通知客戶之情況下，拋售關於未補倉之未平倉合約，及處理任何及所有為客戶或代表客戶持有之資產，及將所得款項及任何現金存款（等）支付客戶尚欠本公司之所有未償還餘額。在支付本公司欠款後之任何款項餘額將退回予客戶。

- 6.6 受客戶款項規則所制約下，在本協議中任何內容均不應詮釋為剝奪或影響本公司根據第13條有關於任何銀行賬戶持有之任何款項，或有關收取或繳存入該等銀行賬戶之款項之合法索償權利、留置權或其他權利及補救方法。
- 6.7 為避免產生疑問，倘若任何客戶之賬戶（等）產生借方結餘，則本公司並無及不應被視作有提供或連續提供任何財務通融之責任。尤其在但不限於本公司允許任何賬戶（等）產生借方結餘之事實時，這並不引申本公司對預付款項之義務，或代表客戶承擔其後任何一次同樣情況下預付款項義務，倘本公司允許產生任何借方結餘，亦不會影響客戶與任何借方結餘有關之責任。
- 6.8 客戶以實益擁有人身份以第一固定押記的形式，向本公司抵押客戶在所有抵押品中的及對所有抵押品的所有有關權利、所有權、利益和權益，作為支付及清償客戶現時或今後任何時間根據協議、所有保證金要求及（在不影響上述權利的情況下）客戶因進行證券買賣或其他原因而對本公司及本公司集團公司內任何公司負上的所有責任而可能到期須付或欠下本公司及／或本公司集團公司內任何公司的一切款項和債務連同利息的持續性抵押。**
- 6.9 (a) 客戶以第一浮動押記的形式，抵押所有未在任何時間另行有效的根據第6.8條以第一固定押記的形式被押記或按揭的抵押品，作為支付及清償現時或今後任何時間根據協議、所有保證金要求及（在不影響上述權利的情況下）客戶因進行證券買賣或其他原因而對本公司及本公司集團公司內任何公司負上的所有責任而可能到期須付或欠下本公司及／或本公司集團公司內任何公司的一切款項和負債連同利息的持續性抵押。**
- (b) 倘發生下述情況（以較早者為準），客戶根據第6.9條設定的第二浮動押記應立即及自動具體化為第一固定押記：(i) 相關抵押品的設立以及向客戶發行或由客戶收到相關抵押品，(ii) 任何有關客戶清盤、解散或重組的企業行動、法律程序或其他正式程序或正式行動，(iii) 任何違約事件的發生，(iv) 任何人採取任何行動對任何抵押品進行任何沒收、查封、暫押、扣押或執行，或(v) 如本公司認為，為保障或保留在抵押品上設定的抵押及／或押記的優先權，轉換任何根據第6.9條設定的浮動押記是可取的，而本公司向客戶發出書面通知。**
- 6.10 6.8條及6.9條所指的押記應為持續性，即使有任何中期支付或帳目結算或清償全部或部分客戶欠本公司及／或本公司集團公司內任何公司的任何款項，即使客戶設於本公司的任何帳戶被結束並在之後被重新開立，或客戶其後單獨或與其他人共同開立任何帳戶，該押記應延伸至涵蓋當時構成客戶在任何帳戶或以其他方式到期須付予本公司及／或本公司集團公司內任何公司餘額的所有或任何款項。**
- 6.11 本公司並沒有責任解除6.8條及6.9條所指的押記，除非及直至：**
- (i) 客戶不可撤回地全數支付根據協議、所有保證金要求及客戶因進行證券買賣或其他原因而對本公司及本公司集團公司內任何公司負上的所有責任可能或成為應由客戶支付的一切款項，以及**
- (ii) 在客戶全面履行其在該等項下之責任後，本公司會按客戶的要求及在由客戶支付開支的情況下，解除6.8條及6.9條所指的押記。**

## 7. 買賣推薦

- 7.1 客戶確認並同意，客戶須對賬戶（等）內所有交易負上全責，而本公司只負責賬戶（等）內交易之執行、結算和進行；至於任何介紹商號、投資顧問或其他第三者對賬戶（等）和賬戶（等）內任何交易所作之任何行為、作為、陳述、或聲明，本公司概不負上任何責任或義務；任何由本公司、其僱員或代理人提供之意見及資料，不管是否應索取要求提供，均不構成訂立交易之要約，而本公司對於此等忠告或資料均毋須承擔任何責任。
- 7.2 如本公司向客戶招攬出售或推薦任何金融產品，從客戶的財政狀況、投資經驗和投資目標考慮，該金融產品必須合理地適合客戶。本協議內的其他條文或本公司可能要求客戶簽署的任何其他文件或本公司可能要求客戶作出的任何聲明概不減損本條的效力。**

## 8. 結算

- 8.1 客戶同意，根據本公司知會之金額及時限，以現金支付與期權合約有關之應付期權金。若客戶並未指明時限，則客戶需要遵從該等時限要求在該要求提出之時起計2個小時內（如本公司要求，則更早之時間）支付。本公司可在接受客戶指示之前，要求客戶安排支付期權金，亦可以本公司之絕對酌情權，不時訂立其認為合適之其他期權金支付規定。
- 8.2 客戶確認，在且只有在到期日，期權系統將就所有已到價或超過期權結算公司不時訂明之百分比之未平倉空盤自動產生行使指示，在到期日系統終止前，根據期權結算公司不時修訂之結算運作程式，客戶可指示本公司，撤銷該等自動產生之行使指示。
- 8.3 關於客戶之沽空倉盤，倘若在客戶合約有效行使之條件下（包括根據第8.4條涉及之情況），客戶須根據有關客戶合約在[緊接行使日期後下一營業日下午三時十五分之前]履行其責任。若客戶違約，則在不影響本公司擁有針對客戶之其他權利及應採取之補救方法之前提下，本公司可在未作出繳款要求或通知之情況下，以本公司認為最合適之方式，替客戶將未平倉合約平倉，或作出同樣形式處理。客戶同意，將負責支付本公司與上述行為有關之所有費用，而且本公司對由此產生之任何損失概不承擔責任。
- 8.4 客戶明白並同意，根據期權交易規則及結算規則，期權結算公司可隨機選擇任何期權交易所參與者行使未平倉沽空盤之客戶合約，在該等情況下，該期權交易所參與者須從組成客戶之未平倉沽空盤之所有客戶合約中隨機選擇一份客戶合約，與客戶合約為同期權系列之客戶未平倉沽空盤。如此選擇之客戶合約，藉本協議及期權交易規則及結算規則之施行，在該等選擇發生之時須視作已全面有效行使。本公司須儘快知會客戶該等行使詳情，惟無論如何不得超過緊接行使日期後之下一個營業日中午十二時。
- 8.5 當客戶合約有效行使時，將產生交收責任。當客戶行使或被針對行使客戶合約時，客戶將依照符合標準合約之有關合約，及本公司已知會客戶之情況，履行交收責任。
- 8.6 客戶謹此承諾，就其未在第8條訂明之到期日時履行其責任，負責彌償本公司由此引致之任何損失、收費、費用及開支（包括法律費用）。

## 9. 佣金及開支

- 9.1 所有按客戶指示於交易所進行之交易，須受有關交易所不時徵收之交易徵費及其他徵費所限制。本公司獲授權按照有關交易所不時訂明之規則，收取任何該等徵費。
- 9.2 客戶須應本公司要求，並按照本公司不時向其發出之通知所載收費率及時限，向本公司支付有關於賬戶（等）內購入、出售及其他交易或服務之期權金、佣金，同時亦須支付關於或與賬戶（等）或賬戶內任何交易或服務相關之所有印花稅、銀行收費、過戶費用、利息、保管費用及其他開支或收費。
- 9.3 本公司將有權行使其絕對酌情權，以索取、接受及保留任何人士按照本協議條款並受其條件約束，代表客戶進行之任何交易之任何有關利益，包括為此等交易而收取之任何佣金、回扣或類似費用，以及經紀或其他代理人向其客戶收取之標準佣金內回扣之金錢。本公司亦有權行使其絕對酌情權，提供就客戶按照本協議條款及受其條件約束，與任何人士進行之任何交易之有關利益，當中包括與佣金有關之任何利益或跟此等交易有關之類似費用。

## 10. 利息

- 10.1 客戶承諾隨時按本公司不時規定之該等利率，就賬戶（等）之任何借方結餘或任何時候因任何理由而欠下本公司之逾期結餘及款項（包括針對客戶獲得判定債項後產生之利息），向本公司支付利息。倘若本公司並無規定該等利率，則須按香港上海匯豐銀行有限公司不時規定之最優惠利率加百分之三之年息計息。此等利息按日息計算，且必須於每個公曆月最後一天或應本公司要求支付。

## 11. 外幣交易

- 11.1 賬戶（等）必須以港元或本公司不時不同意之其他貨幣為單位，倘若客戶指示本公司以港幣以外之其他貨幣進行期權合約之任何買賣或行使任何期權合約，則客戶必須獨自承擔由有關貨幣兌換率波動而導致之任何收益或損失。本公司可按其絕對酌情權決定之形式和時間對貨幣作出任何兌換，以履行其根據本協議而採取之任何行動或步驟。
- 11.2 倘若客戶以港幣以外之其他貨幣支付本公司，在本公司收妥該等款項時，該等款項必須為可供自由轉讓和可供即時應用之款項，並已經清繳任何稅項、收費或任何性質之款項。

## 12. 賬戶（等）內之證券

- 12.1 客戶明確授權本公司，就全部由客戶存放於本公司、或由本公司代表客戶購入或取得並由本公司安全保管而持有之證券，以本公司的一個有連繫實體或客戶之名義登記此等證券，或者將此等證券存放在一個獨立賬戶作穩妥保管，而該賬戶是指定為信託賬戶或客戶賬戶並由本公司或本公司的一個有連繫實體與認可財務機構、核准保管人或另一獲發牌進行證券交易的中介人在香港開立及維持的。
- 12.2 客戶須獨自承擔根據第12.1條，將任何證券交由本公司、本公司的任何有連繫實體、銀行、機構、保管人或中介人所產生之風險，本公司及有關有連繫實體銀行、機構、保管人或中介人毋須承擔就任何風險替客戶購買保險之責任，購買保險乃客戶之責任。
- 12.3 倘若存放於本公司但並非以客戶名義登記之證券產生任何股息或其他分派或收益，則本公司須先計出其代表客戶持有之證券佔該等證券總數或總額之比例，再從賬戶（等）加入相同比例之收益（或者由客戶按協定向客戶支付）。
- 12.4 倘若本公司蒙受任何跟存放於本公司但並非以客戶名義登記之證券有關之損失，則本公司須先計出其代表客戶持有之證券佔該等證券總數或總額之比例，再從賬戶（等）扣減相同比例之損失（或者由客戶按協定向本公司支付）。
- 12.5 在未得客戶根據客戶證券規則所作出之口頭或書面指示或常設授權前，本公司不得為任何目的存放、轉讓、借出、質押、再質押或以其他方式處置任何客戶之證券，惟第12.6條所規定者除外。
- 12.6 本公司獲授權根據客戶證券規則第6(3)條處置或促使本公司的有連繫實體處置客戶任何的證券或證券抵押品的權利，以履行由客戶或代客戶對本公司、有連繫實體或其他三者負有的任何法律責任。同時，本公司擁有決定處置客戶那一種證券或證券抵押品的權利之絕對酌情權。
- 12.7 本公司有責任交付、妥為保管或以其他方式持有以客戶名義登記由本公司代表客戶購買或取得之證券，只要本公司將與原先存放於或轉讓予本公司或本公司代客戶取得之證券具有相同等級、面值及面額並享有相同權益之證券交付、持有或以客戶名義或以客戶代名人之名義登記（將受此期間可能出現之資本重組影響），則本公司毋須交付或歸還在數量、級別、面值、面額和附帶權益方面跟此等證券完全一樣之證券。
- 12.8 任何根據第12.1條以本公司名義，本公司任何有連繫實體名義或任何本公司代名人的名義持有的證券，除按照客戶書面指示外，本公司不會出席任何會議或行使任何投票權或其他權利，當中包括完成代表委任表格。本協議內沒有就有關出席會議及在會議中投票向本公司施加任何通知客戶或採取任何行動的責任。本公司對所收到的證券就通知，通訊，委任代表及其他文件並不負責或沒有責任傳送該等文件予客戶，又或是通知客戶收到該等文件。本公司有權向客戶就按照客戶指示作出的任何行動收取服務費用。

### 13. 賬戶（等）內之款項

- 13.1 本公司有權將賬戶（等）內之全部款項及為或代表客戶收取之全部款項（減去客戶須向本公司支付之合法款項，如經紀佣金、費用、徵費及客戶須存放於本公司作為保證金或期貨結算公司抵押品之款項），全部存入一個或多個在香港的獨立賬戶，而每個該等賬戶須指定為信託賬戶或客戶賬戶，並開設於一間或多間的可認財務機構或證監會因應客戶款項規則第4條所核准的任何其他人。除非客戶與本公司另有協定，否則此等款項產生之任何利息必須絕對歸本公司所有。
- 13.2 受適用的規則與規例（當中包括但不限於客戶款項規則）所制約的前提下，客戶同意並授權本公司自賬戶（等）中扣減或提取客戶應支付之期權金、佣金、費用、開支、交易所徵費及任何其他款項。
- 13.3 受適用的規則與規例（當中包括但不限於客戶款項規則）所制約的前提下，本公司可將客戶應繳付之有關保證金、結算款項和期權金之款項全部或任何部份抵銷客戶應收之期權金、結算款項及剩餘期權結算公司抵押品。

### 14. 違約事件

- 14.1 下述任何事情均構成違約事件（「違約事件」）：
- 14.1.1 客戶在應要求或到期時，未能向本公司支付應繳納之任何期權合約之按金、保證金、期權金、行使價或與賬戶（等）有關應支付本公司之任何其他款項，或未按本協議將任何文件呈交本公司或將任何證券交付本公司；
- 14.1.2 客戶未有恰當履行本協議任何條款，包括其交付及結算責任，及未能遵守適當交易所及／或結算所之任何則例、規則和規例；
- 14.1.3 客戶在應要求或到期時，未能清算任何借方結餘或任何客戶賬戶（等）；
- 14.1.4 任何人士針對客戶向法院申請其破產、清盤或進行其他相類似之法律程序；
- 14.1.5 客戶身故（作為自然人）；
- 14.1.6 針對客戶徵取或強制執行任何扣押、判決或其他程序；
- 14.1.7 客戶在本協議或任何其他文件內向本公司作出之任何陳述或保證乃或變成不真實或誤導；
- 14.1.8 客戶（為一間公司或合夥商號）簽訂本協議所需之任何同意書、授權書或董事會決議案全部或部份被撤回、暫時終止、終止或不再具有完全效力和效果；
- 14.1.9 出現本公司單方面認為可能將損害其就本協議享有之任何權利之任何事件；及
- 14.1.10 本公司已經向客戶作出最少2次任何催收保證金要求，惟不管甚麼理由，並不能夠直接與客戶取得聯絡。
- 14.2 倘若出現違約事件，在不影響本公司針對客戶享有之任何其他權利或補救方法之情況下，本公司有權不向客戶發出進一步要求或通知而採取下述行動：
- 14.2.1 拒絕接受客戶發出有關在交易所交易的期權業務之進一步指示；
- 14.2.2 即時終止賬戶（等）；
- 14.2.3 終止本協議之全部或任何部份；
- 14.2.4 撤銷任何或所有本公司代表客戶發出而仍未執行之指令或任何其他承諾；
- 14.2.5 拋售、過戶或行使任何或全部客戶合約，透過於有關交易所購入證券補倉或受第12.5條及12.6條之條文所制約，透過於有關交易所出售證券平倉；

- 14.2.6 本公司為履行因客戶違約而引致之責任或對沖因客戶違約而引致之風險，訂立合約或證券，期貨或商品交易（於交易所或其他地方進行）；
- 14.2.7 受第12.5條及12.6條之條文所制約的前提下，處置任何或全部為客戶或／代表客戶持有之保證金、期權結算公司之抵押品（現金除外）或證券，並使用彼等之收益和任何現金按金，包括期權結算公司之抵押品，以償還客戶對本公司之債務；
- 14.2.8 按第16條結合、併合和抵銷客戶之任何或全部賬戶；及
- 14.2.9 本公司行使其絕對酌情權，採取任何其視為適合之行動。

### 14.3 根據本條款採取任何行動時：

- 14.3.1 不論由何種原因導致任何損失，只要本公司已經作出合理之努力，以當時市場提供之價格拋售、過戶或行使客戶合約、透過購入證券補倉或透過出售證券平倉，則本公司毋須為此等損失承擔責任；
- 14.3.2 本公司將有權根據本條款，按當時市價拋售及／或清算與本公司任何集團公司有關之全部或任何客戶合約，而毋須為任何原因導致之損失負責，亦毋須交代本公司及／或本公司任何集團公司所獲得之任何利潤；及
- 14.3.3 倘若出售所得款項淨額及／或清算客戶合約不足以抵償客戶尚欠本公司之所有款項，則客戶承諾須支付本公司任何差額。

### 15. 出售收益

- 15.1 受第12.5條及12.6條之條文所制約的前提下，按第14條出售或結束賬戶（等）所得款項，必須按以下優先次序分配任何餘額必須支付客戶或其指定之第三者：
- 15.1.1 支付本公司在拋售及／或結束全部或部分客戶合約或賬戶（等）內之財產或完善該等合約或財產之業權而引起之一切費用、收費、法律費用和開支，當中包括印花稅、佣金和經紀費；
- 15.1.2 支付所有到期利息；
- 15.1.3 向本公司償付由客戶拖欠、欠下或承擔之一切款項和法律責任；
- 15.1.4 向本公司任何集團公司償付由客戶拖欠、欠下或承擔之一切款項和法律責任。
- 15.2 受客戶款項規則所制約的前提下，儘管出售權力尚未產生，或本公司簽訂本協議後可能曾向客戶支付任何前述股息、利息或其他款項，倘任何客戶合約或保證金產生任何股息、利息或其他款項，而該等款項乃本公司可收取或應收取之款項，則本公司可視之為前述之出售收益而作出分配。

### 16. 抵銷、留置權及賬戶之合併

- 16.1 在不損害本公司按法律或本協議有權享有之任何一般留置權、抵銷權或相關權利之前提下，且作為上述權利之額外附加，對於客戶隨時交由本公司代管或存放於本公司之所有期權合約、證券、保證金、期權金、應收賬款、款項及其他財產（以客戶個人名義或與其他人士聯名所有）之權益，本公司以受託身份為其自身及本公司集團公司內任何公司持有均享有一般留置權，作為持續之抵押品，用以抵銷及撤銷客戶因進行期權合約買賣而對本公司及任何集團公司負上之所有責任，該等公司包括但不限於海通國際代理有限公司、海通國際期貨有限公司、海通國際金業有限公司、海通國際投資服務有限公司及海通國際財務有限公司。

- 16.2 在不損害本公司，以受託身份為其自身及本公司集團公司內任何公司持有，按法律或本協議有權享有之任何一般留置權或其他相關權利及受適用的規則與規例，當中包括但不限於客戶款項規則及客戶證券規則所制約之前提下，且作為上述權利之額外附加，本公司可以為其本身作為本公司任何集團公司之代理人身份，在不通知客戶之情況下，隨時組合或合併客戶在本公司或本公司任何集團公司開立之任何或全部賬戶，此等組合或合併活動可個別或與其他賬戶一併進行，本公司可將任何此等賬戶內之任何款項、期權合約、證券、保證金、期權金或其他財產抵銷或轉讓予本公司或任何集團公司，以解除客戶之責任或法律責任（不論此等責任和法律責任乃確實或或然的、原有或附帶的、有抵押或無抵押的、共同或分別的）。
- 16.3 在不限制或不改變本協議一般條款及受適用的規則與規例，當中包括但不限於客戶款項規則及客戶證券規則所制約之前提下，本公司可不發通知而在客戶任何賬戶之間來回調動一切或任何款項或財產，而此等賬戶乃指客戶任何時候在本公司或本公司任何集團公司開立之賬戶。

#### 17. 合約說明、補倉程序及平倉

- 17.1 在不損害本公司按上文第14.2條所享有權利之情況下，倘本公司認為下列變動已發生或該變動正在進展並將發生，則本公司可在未得獲客戶同意前，將客戶所有或任何持仓盤平倉：
- 17.1.1 本地、國家或國際金融、財政、經濟或政治狀況或外匯管制出現變動，而該等變動將導致或本公司認為其將導致本港及/或海外股市或期權市場出現重大或嚴重波動；或
- 17.1.2 性質屬或可能屬重大嚴重，並將影響客戶狀況或運作之變動。
- 17.2 本公司在接獲書面要求後，須向客戶提供合約說明或其他產品說明、任何涵蓋該等產品之章程或其他要約文件，並須向客戶提供保證金的程序之完整說明。客戶持仓盤在未得客戶同意前被平倉之情況載於第6、8.3、14、16、17.1及19.5條內。

#### 18. 常設授權

- 18.1 客戶款項常設授權涵蓋本公司為客戶在香港收取或持有並存放於一個或多個獨立賬戶內的款項（包括因持有並非屬於本公司的款項而產生之任何利息）（下稱「款項」），但該授權須以符合適用規則及法規為前提。
- 18.2 客戶授權本公司：
- 18.2.1 組合或合併本公司或本公司的任何集團公司所維持的任何或全部獨立賬戶，此等組合或合併活動可以個別地或與其他賬戶聯合進行，本公司可將該等獨立賬戶內任何數額之款項作出轉移，以解除客戶對本公司或本公司的任何集團公司的義務或法律責任，不論此等義務和法律責任是確實、或然的、原有或附帶的、有抵押或無抵押的、共同或分別的；
- 18.2.2 從本公司或本公司的任何集團公司及/或其於交易對手及/清算商(不論是否本公司或本公司的任何集團公司的關聯公司)在香港以外所開立及維持的任何獨立賬戶，於任何時候來回調動任何數額之款項，以履行證券、期貨合約及/或其他金融產品的保證金要求、交易、清算及/或交收等要求（如適用）；
- 18.2.3 於完成交易後，將款項存放於香港以外的交易對手及/清算商，以便作為日後證券、期貨合約及/或其他金融產品之交易、清算及/或交收（如適用）；及
- 18.2.4 將款項兌換成任何其他貨幣，以履行以上所提及之目的（如適用）。
- 18.3 客戶證券常設授權是有關處置客戶之證券，詳列於本第18條以下。
- 18.4 就由於客戶之指示經本公司進行在交易所交易的期權業務，客戶授權本公司將客戶的證券存放於期權結算公司，作為期權結算公司抵押品。

- 18.5 客戶確認並同意本公司可不向客戶發出通知而採取上述第18.2及18.4條的行動。
- 18.6 客戶同時確認：
- 18.6.1 此賦予本公司之客戶款項常設授權並不損害本公司或任何本公司的集團公司可享有有關處理該等獨立賬戶內款項的其他授權或權利；及
- 18.6.2 客戶證券常設授權不影響本公司為解除由客戶或代客戶對本公司、本公司之有聯繫實體或第三者所負的法律責任，而處置或促使本公司的有聯繫實體處置客戶之證券或證券抵押品的權利。
- 18.7 客戶明白客戶的證券可能受制於第三者之權利，本公司須全數抵償該等權利後，方可將客戶的證券退回客戶。
- 18.8 受第18.10條指明按照客戶款項規則或客戶證券規則（視乎何者適用）由客戶續期或當作已被續期所制約下，客戶款項常設授權及客戶證券常設授權的有效期為十二個月，自本協議書之日起計有效。
- 18.9 客戶可以向本公司客戶服務部列明於賬戶開立表格內的公司地址或該等本公司為此目的可能以書面方式通知的其他地址，發出書面通知，分別撤回客戶款項常設授權及客戶證券常設授權。該等通知之生效日期為本公司真正收到該等通知後之14日起計。
- 18.10 客戶明白本公司若在客戶款項常設授權及客戶證券常設授權的有效期屆滿14日之前，向客戶發出書面通知，提醒客戶有關的常設授權即將屆滿，而客戶沒有在該等常設授權屆滿前反對該等常設授權續期，客戶款項常設授權及客戶證券常設授權應當當作在不需要客戶的書面同意下按持續的基準已被續期。

#### 19. 電子服務

- 19.1 除非另有說明，否則本條之規定乃本協議所有其他條款之附加且並不損害該等其他條款。請注意附件一有關透過電子設施提供服務之風險披露聲明。
- 19.2 本公司根據本協議所載條款和條件為客戶提供電子服務，而客戶根據本協議所載條款和條件，要求向其提供上述服務，而上述條款和條件可由本公司不時發出之任何通知、信函、出版物或該等其他文件予以修訂、修改或擴展。
- 19.3 客戶可以隨時指示本公司，透過電子服務代表客戶購買及/或出售期權合約，及執行指示，為賬戶（等）進行在交易所交易的期權業務或以其他方式處理證券、合約、應收款項或款項。
- 19.4 客戶同意，彼須為本協議所載電子服務之唯一授權使用者，並將就本公司向客戶發出密碼之保密、安全和使用自行承擔全部責任。
- 19.5 客戶承認並同意，就透過電子服務發出之所有指示承擔全部責任，並進一步承認，電子服務、海通國際郵件、本公司之網頁以及構成上述服務之軟件均為本公司專有。客戶承諾和保證不會和不會嘗試修改、破解編程、以反向編程破解、破壞、毀壞或以其他方式更改電子服務、海通國際郵件、本公司之網頁以及構成上述服務之軟件之任何部份，亦不會嘗試在未獲授權之情況下使用上述任何部份電子服務。倘若客戶在任何時間違反上述承諾和保證或倘若本公司於任何時候合理懷疑客戶已違反上述承諾和保證，則客戶同意本公司有權毋須給予通知而即時終止客戶之任何和所有賬戶（等），客戶亦承認，本公司可對其採取法律行動。客戶承諾在知悉任何其他人士從事本條所載任何上述行動時，即時通知本公司。

- 19.6 倘本公司允許客戶在網上開立賬戶，客戶除須透過互聯網填妥並交回本協議外，客戶亦同意向本公司補交填妥並簽署之本協議（包括賬戶開立表格，客戶資料表和適用的風險披露聲明）之書面文本。
- 19.7 除非客戶與本公司另有協定，否則本公司不會執行客戶之任何交易指示，直至客戶之賬戶（等）具備足夠之已結算款項、保證金、證券或本公司接受之其他資產，以交收客戶之交易，並直至本公司收妥第19.6條所述文件為止。
- 19.8 除非並直至客戶已收妥本公司以電子或書面形式發出之信息，表示已收妥或確認已執行客戶之買賣指示，否則本公司不得被視作已收妥或已執行客戶之買賣指示。
- 19.9 客戶承認並同意，作為使用電子服務發出買賣指示之一項條件，倘若發生下述事項，客戶將立即通知本公司：
- 19.9.1 客戶已透過電子服務發出買賣指示，惟並無接獲指示編號或買賣指示或其執行之準確確認（不論是以書面、電子或口頭方式作出）；
- 19.9.2 客戶接獲一項其並無發出指示之交易確認（不論是以書面、電子或口頭方式作出）或有類似衝突；
- 19.9.3 客戶獲悉任何人士正進行或嘗試進行第19.5條所述之任何行動；
- 19.9.4 客戶獲悉出現未獲授權而使用客戶交易密碼之情況；
- 19.9.5 客戶在使用電子服務時遇上困難；或
- 19.9.6 客戶遺失SIM卡。
- 19.10 客戶同意在輸入各買賣指示前將加以覆核，由於買賣指示一經作出，可能無法取消。
- 19.11 客戶同意，就客戶或任何其他人士使用或嘗試使用電子服務而可能遭受之任何損失或損害，本公司概不承擔任何責任，除非該等損失或損害乃由本公司故意失責違約或其重大疏忽所致。客戶進一步承諾，將應本公司要求，如數賠償本公司因使用電子服務可能遭受之任何損失或損害，惟該等損失或損害屬客戶控制範疇以外者除外。
- 19.12 客戶承認，倘若客戶電子服務之通訊方式暫時無法使用，客戶仍可在其期間繼續操作有關賬戶，惟本公司有權在其認為合適時不時取得有關資料，以核證客戶身份。
- 19.13 客戶承認，該（等）交易所和一些機構就其向數據傳送各方提供之一切市場數據擁有所有權益和權利，並同意不會採取任何可能對上述權益和權利構成侵權或侵犯之行動。客戶亦理解本公司不會就該等市場數據或任何市場資料（包括透過電子服務向客戶供之任何資料）之及時性、次序、準確性或完整性作任何保證。本公司對下述事項所引致或造成之任何損失概不承擔任何責任：(1)任何上述數據、資料或信息不準確、錯誤或遺漏；(2)上述數據、資料或信息之傳送或交付延誤；(3)通訊中斷或阻塞；(4)無法提供該等數據、資料或信息或供應中斷，不論是否由於本公司之行為所致；或(5)本公司無法控制之外力。

## 20. 陳述及保證

20.1 客戶謹此向本公司作出以下持續之陳述及保證：

- 20.1.1 (倘客戶為一法團)該法團乃根據其成立所在國之法律有效註冊成立並存在，且具完整之權力和能力以訂立及履行本協議內其所屬責任；其簽訂本協議之行為亦已獲其主管機構正式授權，並且完全遵守客戶之組織章程大綱及細則或則例之規定（視乎情況而定）；
- 20.1.2 簽署、遞交或履行本協議及按本協議發出任何指示均不會觸犯或違反任何現存適用法律、法規、條例、規則、規例或判令，亦不會超越客戶或其資產任何部份受約束之範圍；其已獲得必須之同意書、執照及授權書，並保持該等文件完全有效及生效；

20.1.3 除非另行向本公司作書面披露，否則按本協議進行之一切交易均為該客戶之利益而完成，並無涉及任何第三者之任何利益；

20.1.4 倘若客戶要求本公司將賬戶作綜合賬戶運作，則客戶確認並同意，其將即時通知本公司有關擁有客戶合約之最終實益權益之任何人士之身份；

20.1.5 除根據客戶與本公司集團公司之間任何協議產生的、屬於本公司集團公司之抵押品權益外，一切由客戶提供用作出售或質入賬戶（等）之證券已繳足價款，且具有有效及妥當之所有權及無任何所有權負擔，客戶同時擁有此等證券之法定及實益所有權；

20.1.6 「客戶資料表」內之資料或由客戶或授權人士代表客戶就賬戶（等）向本公司提供之其他資料，均為完整、真實和正確。在收妥客戶任何更改資料之書面通知前，本公司有權依賴上述資料；

20.1.7 除非獲得交易所事先書面批准開立賬戶（等），否則(i)客戶，或(ii)倘客戶為一合夥，則合夥人，或(iii)倘客戶為一間公司，則該公司董事或經正式授權運作賬戶（等）之獲授權人士均非任何其他期權交易所參與者之僱員。此外，任何其他交易所參與者概無僱員於該賬戶（等）中擁有實益權益。

20.2 倘若客戶為其客戶之賬戶進行交易，則不論是否受客戶之任何客戶全權委託、以代理人身份或以當事人身份進行對盤交易，客戶謹此同意，就本公司接獲聯交所及／或證監會（「香港監管機構」）查詢之交易而言，須遵守以下規定：

20.2.1 在符合以下規定之情況下，客戶須按本公司要求（此要求應包括香港監管機構之聯絡詳情），立即知會香港監管機構有關進行交易之賬戶所屬客戶及（據客戶所知）該宗交易之最終受益人之身份、地址、職業及聯絡資料。客戶亦須知會香港監管機構發起有關交易之任何第三者（如與客戶／最終受益人不同者）之身份、地址、職業及聯絡資料。

20.2.2 (a) 倘若客戶為集合投資計劃、全權委託賬戶或全權信託進行交易，則客戶須即時應本公司要求（此要求應包括香港監管機構之聯絡詳情），立即知會香港監管機構有關該名代表該計劃、賬戶或信託向客戶發出指示之人士之身份、地址、職業及聯絡資料。

(b) 倘若客戶為集合投資計劃、全權委託賬戶或全權信託進行交易，則客戶在其全權代表該計劃、賬戶或信託進行投資之權力已被撤銷時須在盡快可行之情況下通知本公司。在客戶全權代表投資之權力已被撤銷之情況下，客戶須應本公司要求（此要求應包括香港監管機構之聯絡詳情），立即知會香港監管機構有關曾向客戶發出有關交易指示之人士（等）之身份、地址、職業及聯絡資料。

(c) 倘若客戶為一集合投資計劃、全權委託賬戶或全權信託，而客戶、其高級職員或僱員就某一項交易擁有之權力已被撤銷時，則客戶在其全權代表該計劃、賬戶或信託進行投資之權力已被撤銷時須在盡快可行之情況下通知本公司。在客戶全權代表投資之權力已被撤銷之情況下，客戶須應本公司要求（此要求應包括香港監管機構之聯絡詳情），立即知會香港監管機構有關曾向客戶發出有關交易指示之人士（等）之身份、地址、職業及聯絡資料。

20.2.3 倘若客戶知悉其客戶為其下客戶（等）作中介人進行交易，而客戶並不知悉有關交易所涉及之該客戶之身份、地址、職業及聯絡資料，則客戶確認如下：

(a) 客戶須與其客戶作出安排，讓客戶可應要求立即向其客戶取得第20.2.1及／或20.2.2條之資料，或促使其取得有關資料；及

(b) 客戶將應本公司就有關交易提出之要求，即時要求或促使向客戶發出交易指示之客戶提供第20.2.1及／或20.2.2分條之資料，及在收妥其客戶所提交之資料後隨即將該等資料呈交或促使呈交予香港監管機構。

20.2.4 即使本協議已終止，上述條款仍繼續生效。

20.3 客戶承諾將履行該等行為，並簽署和簽立一切本公司為履行或執行本協議或其任何部分而要求之該等協議或任何文件。

20.4 倘客戶沽售任何並非其所有之證券（即賣空），包括客戶為沽售而借入證券，則客戶必須通知本公司。客戶確認並同意，除非客戶向本公司提供本公司認為必要之該等確認書、證明文件及保證，以證明客戶在賣空前確有可將該等證券轉歸於其購買人的名下（且為即時可供行使及無條件）之權利，否則本公司將不會接納賣空指示。

20.5 客戶同意，在未取得本公司事前同意時，不會質押或抵押任何賬戶（等）之任何客戶合約、證券、保證金或款項，或出售、授出優先購買權或以其他方式處理該賬戶（等）內之任何期權合約、證券、保證金或款項。

20.6 本公司及客戶承諾，倘本協議提供之資料出現任何重大變動，將知會對方有關變動。本公司及客戶尤其同意：

20.6.1 倘本公司業務出現任何可能影響本公司向客戶提供服務之重大變動，本公司將知會客戶有關變動；及

20.6.2 倘客戶之姓名及地址出現任何變動，客戶將知會本公司有關變動，並應本公司之合理要求提供證明文件。

## 21. 法律責任和彌償

21.1 本公司、其任何董事、僱員或代理人在法律上對客戶因以下事件而蒙受之任何損失、開支或損害概不負責（不論疏忽或其他責任）：

21.1.1 本公司遵照或依賴客戶發出之任何指示，即使客戶在聽取本公司或其任何董事、僱員或代理人之推薦建議、忠告或意見後發出該等指示；或

21.1.2 出現不受本公司、其董事、僱員及代理人合理控制之狀況或情況，包括但不限於通訊中斷、通訊設備故障、失靈或障礙所引致之任何買賣指示傳送延誤、電子或機械設備、電話故障或其他連接問題、未獲授權而使用交易密碼、市場持續急劇變化、政府機構或交易所之行動、盜竊、戰爭（不論宣戰與否）、惡劣天氣、地震以及罷工；或

21.1.3 本公司行使本協議條款授予之任何或全部權利；或

21.1.4 根據、關於或由於本協議而將某一種貨幣兌換為另一種貨幣。

21.2 在不規限上文第21.1條概括性之前提下，本公司、其任何董事、僱員或代理人對客戶蒙受之任何損失、開支或損害概不負責（不管是疏忽或其他責任），即由於或指稱由於或涉及使用電子服務之任何不便、延遲或運作失靈，或本公司執行客戶向其發出之任何指示有所延遲或指稱延遲或未能執行上述任何指示所產生之任何損失、開支或損害，即使本公司曾獲勸告可能將出現上述損失或損害。

21.3 客戶承諾，就任何由於或關於本公司就賬戶（等）進行之任何交易，或任何或無論如何由於本公司按本協議條款或客戶之任何指示或傳達之意願作出或未有作出之行為而引致本公司可能直接或間接蒙受或承擔之任何費用、索償、要求、賠償和開支，向本公司作出彌償並確保本公司獲得彌償。客戶亦同意應本公司要求，即時支付本公司因強制執行本協議任何條款而承擔之所有損害、費用和開支（包括根據多數國際標準計算之法律費用）。

21.4 客戶承諾，在不損害第21.3條規定之前提下，就任何由於或關於客戶因違反其根據本協議須承擔之責任而引致之損失、費用、索償、法律責任或開支，向本公司作出彌償並確保本公司及其高級僱員、僱員和代理人獲得彌償，當中包括本公司為追討任何客戶尚欠本公司之債務或關於結束賬戶（等）而須承擔之任何合理和必須之費用。

21.5 即使本協議已終止，上述條款仍繼續生效。

## 22. 通知、成交確認書和賬單

22.1 送交客戶之報告、成交確認書、客戶賬戶（等）之結單、通知書及任何其他通訊文件，可按客戶（客戶開立之賬戶如屬聯名賬戶且未有提名主理人者，則此處乃指本協議賬戶開立表格中排名首位人士）在賬戶開立表格或客戶資料表所載之地址、電話、圖文傳真或電傳號碼，或今後以書面通知本公司之其他地址、電話、圖文傳真或電傳號碼送交該客戶；所有文件不論以郵遞、電報、電話、信差或其他方式傳遞，一經電話發出或投寄，或經傳遞機構收妥後，不論該客戶實際收妥與否，均視作已送達。

22.2 本公司執行客戶買賣指令後所發出之成交確認書，及向客戶發出之客戶賬戶（等）之結單均具決定性，而經郵遞或其他方式發出後兩天內，如客戶仍未以書面方式按賬戶開立表格所載地址（或由本公司以書面通知之其他地址）向本公司提出反對，即作客戶已接納論。

22.3 倘本公司根據本協議向客戶發出之任何通知或其他通訊（包括但不限於成交確認書及客戶賬戶（等）之結單）乃透過海通國際郵件或其他方式以電子設備發出，則於信息傳送後即被視作已向客戶發出論。

## 23. 寬免及修訂

23.1 本公司可在向客戶發出書面通知列明下變更改後，酌情決定修訂、取消、更替本協議任何條款或增補任何新條款。除非本公司在發出此等通知書後十四(14)個營業日內接獲書面反對通知，否則客戶將被視作接受本協議所述變更。

## 24. 聯名客戶

24.1 倘客戶包括多於一位人士，則：

24.1.1 各人之法律責任和義務均屬共同及個別，而提及客戶者，依內文要求，必須理解為指稱他們任何一位或每一位；

24.1.2 本公司有權但無義務按彼等任何一位之指示或請求行事；

24.1.3 即使任何本須受約束之其他客戶或其他人士因種種原因未被約束，各客戶仍須受約束；及

24.1.4 本公司有權個別與任何客戶處理任何事情，包括在任何程度上解除任何法律責任，惟不影響其他任何人士之法律責任。

24.2 倘若客戶包括多於一位人士，則任何該等人士身故（其他該等人士仍存活）將不會終止本協議，身故者在賬戶（等）內之權益將轉歸該（等）存活人士名下，惟本公司可就該名已身故客戶之遺產強制執行由已身故客戶須承擔之任何法律責任。該（等）存活客戶中任何人士在獲悉上述任何死訊後，必須立即以書面通知本公司。

## 25. 利益衝突

25.1 本公司及其董事、高級職員或僱員均可為其本身（等）或為本公司任何集團公司進行買賣交易，惟須受任何適用監管規定所規範。

25.2 本公司可購入、出售、持有或交易任何期權合約或與客戶指令相反之持倉盤，不論本公司為其本身或代其他客戶行事。

25.3 本公司可將客戶之指令與其他客戶之指令配對。

25.4 即使本公司或其任何集團公司有相關證券之持倉，或以包銷商、保薦人和其他身份參與該等期權合約或證券之活動，本公司可進行期權合約之交易。

25.5 就上述任何事件，本公司毋須為獲取任何利益或好處作出解釋。

## 26. 打擊洗錢及制裁行動

- 26.1 即使本協議內有任何其他相反條文，本公司並無責任進行或不進行本公司合理認為會構成或可能構成違反適用於本公司的任何AML/CTF法例的任何事情。
- 26.2 客戶持續地陳述，客戶或其任何相關人士：(a)並非受限方；或(b)沒有收到通知或知悉任何制裁機構對其提出的任何有關制裁的申索、法律行動、訴訟、程式或調查；並且(c)將及時以書面形式通知本公司客戶的製裁狀態或與本協議有關的任何制裁相關活動的任何變更。
- 26.3 客戶應確保（並應促使其每一位相關人士確保）：(a)本協議項下的任何交易和服務均不會用於任何受限活動；以及 (b)任何此類交易或服務的收益均不得直接或間接地用於支付、借出、投入、使用或以其他方式用於資助或支援任何受限活動；及(c)與本協議相關的所有資金均來自合法來源，而非來自任何受限活動。
- 26.4 當：(a)客戶或其任何相關人士是受限方或成為受限方，或(b)本公司合理地認為與客戶或其任何相關人士的交易（包括但不限於本協議項下的任何交易或服務）已導致或可能導致本公司集團公司內任何公司違反任何制裁時，本公司可立即且在無需通知客戶的情況下停止與客戶的任何進一步交易並終止本協議。本公司對於因根據本條款停止交易或終止本協議而直接或間接導致客戶承擔的任何責任、成本、費用、損害和/或損失概不承擔任何責任。
- 26.5 在不影響本協議其他條款效力下，如因為以下事件：(a)客戶就第26.2條的任何失責陳述；或(b)客戶違反或涉嫌違反第26.3條的承諾，客戶須在本公司發出要求時賠償本公司因而直接或間接招致的任何損失、索賠、責任或費用，當中包括法律和其他專業費用。本第26.5條在本協議終止後仍然有效。
- 26.6 如本公司要求，客戶必須向本公司提供本公司為遵守適用法例及相關內部政策和程序而酌情要求的所有由客戶管有、保管或控制的資料和文件。客戶承諾向本公司告知本公司可能訂明或接納的該等事宜或聯絡資料（包括但不限於地址、電話號碼、電郵地址和傳真號碼）的任何更改，或重要資料（包括但不限於董事、合夥人、實益擁有人、股東、控權人、地律地位和章程文件的資料）的任何更改。
- 26.7 如客戶或與客戶有關的任何其他人士及/或本協議未能從速提供本公司合理要求的資料或文件，本公司或未能向客戶提供新服務或持續向客戶提供全部或部分現有服務，在此情況下本公司保留權利終止與客戶的業務關係；或全權酌情決定封鎖或結束客戶的戶口，以確保本公司能符合適用法例和相關內部政策和程序。
- 26.8 本公司及其聯繫人必須依照適用法例及各司法管轄區政府當局的要求行事，包括涉及（其中包括）避免洗黑錢、恐怖分子資金籌集及向制裁行動名單上任何人士或實體提供財務或其他服務的規定和要求。客戶同意，本公司可全權酌情採取其認為適合的任何行動，包括但不限於應要求或依照法例向（任何司法管轄區內的）任何執法機構、監管機構或法院披露有關客戶、與客戶有關連人士及/或本協議的任何資料。
- 26.9 有關行動可能包括（但不限於）阻截及調查送交客戶或由客戶或其代表發出的任何付款訊息和其他資料或通訊及作出進一步查詢，以查證任何疑似制裁行動名單所載人士或實體的姓名或名稱是否確實指有關人士或實體。
- 26.10 客戶同意，如客戶或與客戶及/或本協議有關的任何其他人士成為制裁行動對象，或與本公司的制裁行動或其他AML/CTF過濾名單吻合，本公司需要充裕時間審慎考慮、調查、核實或阻截某宗交易。在某些情況下，本公司採取的上述行動可能妨礙或導致延遲處理部分資料、指示和/或交易。
- 26.11 本公司及集團公司皆不會就本第26條內容導致任何人士蒙受的任何損失（不論直接導致或相應而生，且包括（但不限於）失去利潤或利益）或損害賠償承擔任何法律責任。此外，客戶確認，本公司及任何集團公司皆無須就其決定作出解釋，包括（但不限於）採取或不採取行動，除非適用法例明確規定則除外。
- 26.12 客戶同意依照所有適用的AML/CTF及其他法例行使其於本協議下的權利及履行其於本協議下的責任。

26.13 客戶聲明，除非已另行向本公司披露客戶代其交易的最終受益人詳情，否則客戶代表其自身而非以受託人或代理人身份行事，並同意提供每名獲授權人士的正式授權憑證和簽署式樣。

## 27. 終止

- 27.1 在不損害第14、20.2及21條規定之前提下，本協議將繼續有效，直至本協議中任何一方事先向另一方發出不少於七(7)個營業日之書面通知，以終止本協議為止。
- 27.2 客戶根據第27.1條發出之終止通知將不影響本公司在實際上接獲通知前根據本協議訂立之任何交易。
- 27.3 終止本協議將不影響任何可能已產生但仍未履行之指令或任何法律權利或責任。
- 27.4 即使第27.1條有所規定，倘若客戶仍然持有未平倉合約或仍未履行之法律責任或義務，則客戶無權終止本協議。
- 27.5 第20.2、21、22、26.5、31.4、32及33條款即使在本協議書終止後仍繼續生效。

## 28. 可分割性

28.1 本協議之各條款均獨立於其他條款，並可與其他條款相分離。倘若該等條款之任何一條或多條乃或變成違法、無效或不能強制執行，則其他條款在任何方面概不受任何影響。倘任何條款之部份字句若不排除即令該條款無效者，則在該條款適用時，該等字句應被視作已被刪去。

## 29. 可轉讓性

29.1 本協議之條款約束協議各方之繼承人、受讓人及遺產代理人（如適用的話），並使之受益，惟未獲本公司事先書面同意前，客戶不得轉讓、轉移、質押或以其他方式處置客戶就本協議須承擔之任何權利或責任。本公司可將其就本協議須承擔之權利和責任全部或部分轉讓予任何人士，而事前毋須經客戶同意或批准。

## 30. 第三方權利

- 30.1 在第28條的規限下，並非本協議訂約方的人士根據《第三者條例》無權強制執行本協議的任何條款或享有任何條款的利益。
- 30.2 本協議並無增設或賦予可由並非本協議訂約方的任何人士強制執行的任何權利或利益，但：  
(a) 集團公司可強制執行本協議的任何權利或利益；  
(b) 集團公司可強制執行本協議的任何彌償、法律責任限制或免除的權利或利益；及  
(c) 身為本協議的權利或利益的認許繼承人或承讓人的人士可強制執行有關權利或利益。
- 30.3 訂約方可在未經本條所述人士同意的情况下修訂或撤銷本協議（不論是否透過修訂或取消向該等第三方提供的權利或利益）。

## 31. 一般條款

- 31.1 客戶謹此授權本公司，調查客戶之信用狀況（若客戶為個人，則查詢其個人之信用狀況）或查核客戶之情況，以確定其財政狀況和投資目標。
- 31.2 本協議之任何條款均不致使本公司有責任向客戶披露其在代表其他人士或其本身行事過程中獲悉之任何事實或事項。
- 31.3 在本公司與客戶交易時，本公司將會時常以只有客戶本身為本公司之客戶，及客戶在各方面均是以主事人身份為準則。如若客戶代表其他人士進行交易，不論客戶有否向本公司指明該其他人士，該人士將不會被視作本公司之客戶，並且本公司在任何情況下對客戶代表進行交易的任何其他人士沒有或將不會負有任何責任。客戶特此確定並同意客戶應獨自承擔解除因代表任何其他該等人士依照及根據本協議進行之交易所產生的所有法律責任。

**31.4** 本公司在與客戶建立關係的日常過程中，會取得有關賬戶、客戶（包括客戶的聯屬公司和附屬公司（連同客戶統稱為「客戶集團」））及客戶集團各自的董事、股東、僱員、高級行政人員、顧問和代理人（個別或共同地稱為「代表」）的機密資料。客戶謹此對以下事項明確表示同意：

- (i) 本公司可按其認為有需要遵守任何香港境內或境外（包括但不限於中國）的法律機構、監管機關、政府部門、稅務機關、執行機構、行政部門或法定機構、證券交易所或結算所或其他自我監管機構或業界組織或團體（個別或共同地稱為「當局」）頒佈的任何法律、法規、法令、判決、準則、政策、措施、安排、要求或其他規定，而向任何第三方（包括任何集團公司）披露有關賬戶、客戶集團及/或其代表的任何或所有資料，而在任何情況下均毋須另外取得客戶的同意或知會客戶；
- (ii) 任何集團公司可按其需要遵守某一當局所頒佈的任何法律、法規、法令、判決、準則、政策、措施、安排、要求或其他規定而向任何第三方（包括但不限於該當局）披露有關賬戶、客戶集團及/或代表的任何或所有資料，而毋須另外取得客戶的同意或知會客戶；及
- (iii) 本公司可按其認為有需要而向任何集團公司披露有關賬戶、客戶集團及/或其代表的任何或所有資料，而毋須另外取得客戶的同意或知會客戶。

**31.5** 在不限制第29.4條之一般性之原則下，客戶確認並同意，本公司須對與賬戶（等）有關之資料予以保密，惟可依據證監會、聯交所及結算所之規定或要求，向其提供任何該等資料。

**31.6** 就客戶履行其按本協議須承擔之一切責任而言，時間在各方面均屬最關鍵之要素。

**31.7** 未有或延遲行使關於本協議之任何權利、權力或特權將不會被推定為對該等權利、權力或特權作出寬免，而個別或部份行使任何權利、權力或特權將不會被推定為隨後或將來不能行使該權利、權力或特權。

**31.8** 倘若本公司未根據本協議履行對客戶之責任，且客戶因此而蒙受金錢上之損失，則客戶將有權按根據證券條例設立之賠償基金（受不時予以訂定之條款所規範）提出索償。根據賠償基金，客戶索償之權利以證券條例規定之款額為限。

**31.9** 客戶謹此聲明，本公司已根據期權交易規則向客戶提供下列資料

**31.9.1** 本公司登記之期權交易參與類別；及

**31.9.2** 主要負責客戶事宜之期權主任或期權代表之全名及聯絡詳情。

**31.10** 客戶謹此宣佈，彼經已以其選擇之語言版本閱讀本協議中／英文文本，而本公司亦經已按客戶選擇且明瞭之語言向其解釋本協議之內容。客戶接受並同意受本協議約束。

**31.11** 倘若本協議之中文文本與英文文本在詮釋或意義方面有任何分歧，客戶和本公司同意應以英文文本為準。

## 32. 監管法律

**32.1** 本協議和一切據此產生或與其相關的權利、義務及法律責任均受香港法律管轄，並按之解釋。

## 33. 司法權區

**33.1** 香港法院具有解決本協議產生或與其有關的任何爭議（包括本協議的存續、有效性或終止）的非專屬司法管轄權。

**33.2** 客戶不可撤回地放棄其現時或將來對本協議或與之有關產生的任何法律程序（「法律程序」）的地點選定為香港法院提出反對的權利，亦放棄因該法律程序的法律地點不便而提出申索的權利。客戶亦進一步不可撤回地同意該等法院對該等法律程序的裁定具有終局性，並對客戶具有約束力，並可於其他司法權區強制執行。

**33.3** 本協議第33條並不妨礙本公司選擇或限制本公司在任何其他具有司法管轄權的司法權區法院對客戶提起法律程序的權利。在法律容許範圍下，本公司可同時在多個司法權區進行法律程序，即使本公司已於一個或多個司法權區對客戶提起法律程序，但本公司仍可在任何其他司法權區進行法律程序（不論是否同時進行）。

## 期權買賣的風險披露聲明

### 1. 證券交易的風險

閣下知悉證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。閣下準備承擔此一風險。

### 2. 保證金買賣的風險

閣下承認藉存放抵押品而為交易取得融資的虧損風險可能極大。閣下所蒙受的虧蝕可能會超過閣下存放在有關持牌人或註冊人士作為抵押品的現金及任何其他資產。市場情況可能使備用買賣指示，例如“止蝕”或“限價”指示無法執行。閣下可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如閣下未能在指定的時間內支付所需的保證金款額或利息，閣下的抵押品可能會在未經閣下的同意下被出售。此外，閣下將要為閣下的賬戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，閣下應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合。

### 3. 在香港以外地方收取或持有的客戶資產的風險

在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

### 4. 提供將閣下的證券抵押品等再質押的授權書的風險

4.1 向本公司提供授權書，容許本公司按照每份證券借貸協議書使用閣下的證券或證券抵押品、將閣下的證券抵押品再質押以取得財務通融，或將閣下的證券抵押品存放為用以履行及清償本公司交收責任及債務的抵押品，存在一定風險。

4.2 假如閣下的證券或證券抵押品是由本公司在香港收取或持有的，則上述安排僅限於閣下已就此給予書面同意的情况下方有效。此外，除非閣下是專業投資者，閣下的授權書必須指明有效期，而該段有效期不得超逾12個月。若閣下是專業投資者，則有關限制並不適用。

4.3 此外，假如本公司在有關授權的期限屆滿前最少14日向閣下發出有關授權將被視為已續期的提示，而閣下對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則閣下的授權將會在沒有閣下的書面同意下被視為已續期。

4.4 現時並無任何法規定期閣下必須簽署授權書。然而，本公司可能需要授權書，以便例如向閣下提供保證金貸款或獲許將有關閣下的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。本公司應向閣下闡釋將為何種目的而使用授權書。

4.5 倘閣下簽署其中一種上述提及的授權書，而閣下的證券或證券抵押品已借出予或存放於第三方，該等第三方將對閣下的證券或證券抵押品具有留置權或作出押記。雖然本公司根據該授權書而借出或存放屬於閣下的證券或證券抵押品須對閣下負責，但上述本公司的失責行為可能會導致閣下損失閣下的證券或證券抵押品。

4.6 大多數持牌人或註冊人士均提供不涉及證券借貸的現金賬戶。假如閣下毋需使用保證金貸款，或不希望本身證券被借出或遭抵押，則切勿簽署上述提及的授權書，並應要求開立該等現金賬戶。

### 5. 期貨期權交易的風險

此簡要之風險披露聲明並不能盡述有關期貨及期權買賣之所有風險及其他重要事項。鑒於交易會有風險，閣下務須首先了解閣下將會訂立之合約之特性（及其契約關係）以及閣下所能承擔之風險程度，方能進行此種交易。期貨及期權買賣並不適合許多公眾人士。閣下應在仔細權衡本身之經驗、目標、財政來源及其他有關情況後，方判斷閣下是適合進行期貨及期權買賣。

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

### 6. 關於期貨及期權買賣的額外風險披露

(1) 「槓桿」或「倍數」效應  
期貨買賣須承擔高度風險。在期貨買賣中，最初保證金款額相對於期貨合約之價值為小，以達到交易之「槓桿」或「倍數」效應。市場上的較小波動可能對閣下已經存入或將會存入的資金產生相對較大的影響：這可能對閣下不利，亦可能對閣下有利。閣下可能會完全虧蝕閣下開倉時存付予經紀之所有最初保證金以及隨後因補倉而增存之額外保證金。倘若市場變化不利於閣下之持倉或保證金款額被提高時，經紀可能會於短時間內通知閣下增補大筆保證金補倉，以便閣下得以繼續持有手上之合約。倘若閣下未能在指定時間內繳付所需保證金補倉，則閣下之未平倉合約可能會在虧蝕之情況下被平倉，閣下亦須承擔由此產生之任何虧蝕。

(2) 減少風險的指示或策略  
發出某些指示（例如「止蝕盤」或「止蝕限價盤」指示）將虧蝕限制於某一金額不一定奏效，因為市況可能會令該等指示難以執行。採取組合持倉策略（例如「跨價／期組合」或「馬鞍式組合」）亦會面臨採取單邊的買入（長倉）或沽出（沽倉）相同的風險。

### 期權

#### (3) 不同風險程度

買賣期權須承擔高度風險。期權買家及沽家應熟悉其預期買賣之期權種類（即：認沽或認購）及附帶風險。閣下須計算閣下之期權價值需要增加的程度，包括期權金及所有交易成本，以圖持倉有利可圖。

期權買家可以沖銷或行使期權或任由期權到期屆滿。行使期權時，可以通過現金結算、買家購買或交付有關權益等形式進行。如果期權屬期貨合約，買家將購買一個連同相關保證金責任（請參閱以上期貨一節）的期權持倉。倘若所購買之期權到期並失去價值，閣下將喪失閣下之全部投資（包括期權金及交易費）。倘若閣下考慮購買極價外的期權，則閣下應明白此等期權獲利之機會極微。

賣出（「沽」或「授予」）期權的風險通常比買入期權的風險大。雖然沽出者所收到的期權金款額是固定的，但沽出者所蒙受的虧蝕卻可能遠超過此款額。倘若市況對沽出者不利，沽出者須繳付額外的保證金補倉。沽出者也可能面對買家行使期權的風險，屆時沽出者將有義務以現金結算期權或購買或交付有關權益。如果期權屬期貨合約，則沽出者將取得一個連同相關保證金責任（請參閱以上期貨一節）的期貨合約。倘若沽出者通過持有有關權益或期貨合約的相應持倉或另一份期權對其期權作出「備兌」，則可能減低風險。如果期權沒有備兌，則虧蝕的風險可能是無限的。

某些司法管轄區的一些交易所允許延遲支付期權金，使買家所承受的繳付保證金責任不超過期權金款額，但買家仍須承受虧蝕期權金和交易費的風險。當期權被行使或到期時，買家應承擔當時所虧欠之任何期權金餘額。

### 期貨和期權共有的額外風險

(4) 合約的條款及細則  
閣下須向閣下之經紀查詢有關閣下買賣定期貨或期權之條款和條件及其相關義務（即，在何種情形下閣下有義務交付或接受交付期貨合約之有關權益，以及就期權而言，到期日期以及對行使時間的限制）。在某些情況下，未完成之合約的細節（包括期權之行使價）可由交易所或結算公司加以修訂，以便反映有關權益的變化。

- (5) 暫停或限制交易及價格關係  
市場情況(如,無流通股量)及/或某些市場規例的運作(如,由於價格限制或「停板」造成任何合約或合約日暫停交易)可令閣下難以或不執行交易或平倉沖銷持倉量。如果閣下已沽出期權,則可能增加虧蝕的風險。  
而且,有關權益與期貨以及有關權益與期權之間可能不存在正常的定價關係。例如,當有關期權之期貨合約受價格限制而該期權本身卻不受限制時,往往會發生此情況。有關權益缺乏參考價格亦可令人難以判斷其「公平」之價值。
- (6) 存放的現金及財產  
閣下必須熟悉閣下在境內或外國之交易中所存付的金錢或其他財產所能得到的保護,特別是某家經紀無償債能力或破產時得到的保護。閣下取回該金錢或財產可能受特定的法律或當地條例限制。在一些司法管轄區,如出現虧蝕,被實際辨認為閣下所擁有之財產,亦可能像現金一樣被按比例分配。
- (7) 佣金及其他收費  
在開始進行交易之前,閣下須要求經紀清楚解釋並提供有關閣下有責任支付之一切佣金、費用及其他收費。這些收費將影響閣下之淨利潤(如有)或增加閣下的虧損。
- (8) 在其他司法管轄區進行交易  
倘若閣下在其他管轄區的市場(包括與閣下國內市場正式連接的市場)進行交易,閣下可能須承擔額外的風險。該等市場可能須遵守對投資者提供不同或較少保護之規例。閣下進行交易之前,請查詢與閣下之具體交易有關之任何規例的詳情。閣下之本地監管機構將不能執行閣下進行交易之其他司法管轄區的監管機構或市場的規則。在開始交易之前,閣下應向有關經紀查詢有關閣下之本國管轄區及其他有關司法管轄區所提供之賠償補救種類的詳情。
- (9) 貨幣風險  
當有必要把合約之貨幣單位折算為另一貨幣時,以外幣為計算單位之合約交易的利潤或虧損(不論是在閣下之本國或其他司法管轄區交易)將受匯率波動的影響。
- (10) 交易設施  
電子交易設施均以電腦組合系統進行落盤、執行、對盤、買賣登記或結算。如同其他所有設施系統一樣,該等設施易受暫時中斷或故障影響,閣下彌補若干損失的能力可能受到系統提供者、市場、結算公司及/或其他參與公司對責任實施之限制的影響。該等限制各有不同,閣下應向有關經紀查詢有關詳情。
- (11) 電子交易  
在某個電子交易系統進行交易與與其他電子交易系統進行交易可能不同。倘若閣下在某個電子交易系統進行交易,閣下將承受該系統之相關風險,包括硬件及軟件發生故障的風險。任何系統發生故障的後果可能使閣下的指示不能按閣下指令執行或者根本沒有被執行。
- (12) 電子服務  
由於無法預計的通訊阻塞或其他原因,電子傳送不一定是一種可靠的通訊方法。通過電子工具進行的交易,在傳送和接收閣下指示或其他資料時會出現延遲,在執行閣下指示時會出現延遲或以不同於閣下發出指示時的價格執行閣下的指示,通訊設施亦會出現故障或中斷。閣下還需承擔通訊中之誤解或錯誤的風險,而指示發出後通常不可取消。
- (13) 交易所場外交易  
在一些司法管轄區,經紀只能在若干限制下方可進行場外交易。閣下與之往來的經紀可能成為閣下之交易對手。閣下可能難以或無法將現有持倉平倉、估值、確定公平價格或評估風險。因此,該等交易可能涉及更多的風險。場外交易可能受較少監管或須遵守其他的監管條例。閣下在進行此等交易之前,須首先瞭解有關的適用規例以及交易附帶之風險。
- (14) 提供代存郵件或將郵件轉交第三方的授權書的風險  
假如閣下向本公司提供授權書,允許本公司代存郵件或將郵件轉交予第三方,那麼閣下便須儘速親身收取所有關於閣下賬戶的成交確認書及閣下的賬戶結單,並加以詳細閱讀,以保證可及時察覺到任何差異或錯誤。
- (15) 於本公司失責的情況下,衍生產品結算系統內經「客戶按金對銷賬戶」轉撥持倉的安排  
客戶確認,由於在「客戶按金對銷賬戶」內屬於不同客戶的持倉,可能被配對用作對銷按金要求,因此,在失責的情況下,任何從「客戶按金對銷賬戶」轉撥出持倉的要求均須把所有(而非部分)持倉轉撥出去。所以,在本公司失責的情況下,若有任何一個或多個於「客戶按金對銷賬戶」擁有持倉的客戶,因為任何原因不願意把持倉轉撥出去的話,則所有在「客戶按金對銷賬戶」內的持倉將不能被轉撥出去。

- (16) 倘若透過網站取覽的方式獲提供交易文件(下稱“電子易結單服務”),客戶確認已明白及接受以下風險及事宜:
- 客戶須配備適當的電腦設備和軟件、接達互聯網,及提供和指定一個電郵地址,方可使用“電子易結單服務”;
  - 互聯網及電郵服務可能涉及若干資訊科技風險及出現中斷;
  - 客戶或招致額外費用方可使用“電子易結單服務”;
  - 電郵將會是客戶獲通知交易文件已上載本公司網站的唯一途徑,故客戶應定期查看其指定電郵地址以收取有關通知;
  - 客戶如欲撤銷同意以透過網站取覽的方式獲提供交易文件,須按照本公司的要求給予事先通知;
  - 客戶如要取得可不再透過本公司網站取覽及下載的任何交易文件的列印本,或須繳付合理費用;
  - 客戶如已更改指定電郵地址,應在切實可行的範圍內盡快通知本公司;
  - 客戶收到本公司的通知後,應從速查閱登載於本公司網站的交易文件,以確保在切實可行的範圍內盡快發現任何錯漏並向本公司提出指正;及
  - 客戶應把交易文件的電子版本儲存於本身的電腦存儲裝置,或備存一份列印本,以作日後參考。

## 附件二

### 期權結算公司抵押品常設授權

致: 海通國際證券有限公司  
香港黃竹坑香葉道2號  
One Island South 15樓

根據《證券及期貨(客戶證券)規則》所設立的常設授權

本授權書是就有關在交易所交易的期權業務(如聯交所期權交易規則所定義)處置本人/吾等之證券,詳列如下。

除非另有說明,本授權書之名稱與證券及期貨條例、及證券及期貨(客戶證券)規則、聯交所期權交易規則、聯交所規則及期權結算公司規則不時修訂之定義具有相同意思。

本授權書授權貴公司就由於本人/吾等之指示經貴公司進行在交易所交易的期權業務,本人/吾等授權貴公司將本人/吾等的證券存放於期權結算公司,作為期權結算公司抵押品。

貴公司可不向本人/吾等發出通知而採取上述行動。本人/吾等確認本授權書不影響貴公司為解除由或代本人/吾等對貴公司、貴公司之聯繫實體或第三者所負的法律責任,而處置或促使貴公司的聯繫實體處置本人/吾等之證券或證券抵押品的權利。

此賦予貴公司之授權乃鑑於貴公司同意繼續維持本人/吾等之期權交易賬戶。

本人/吾等明白本人/吾等的證券可能受制於第三者之權利,貴公司須全數抵償該等權利後,方可將本人/吾等的證券退回本人/吾等。

本授權書的有效期為十二個月,自本授權書之日起計有效。

本人/吾等可以向貴公司客戶服務部位於上述所列明之地址發出書面通知,撤回本授權書。該等通知之生效日期為貴公司真正收到該等通知後之14日起計。

本人/吾等明白貴公司若在本授權書的有效期屆滿前14日之前,向本人/吾等發出書面通知,提醒本人/吾等本授權書即將屆滿,而本人/吾等沒有在此授權屆滿前反對此授權續期,本授權書應當作在不需本人/吾等的書面同意下按持續的基準已被續期。

倘若本授權書的中文本與英文本在解釋或意義方面有任何歧義,本人/吾等同意應以英文本為準。

本人/吾等就本授權書的內容已獲得解釋,並且本人/吾等明白及同意本授權書的內容。

海通國際證券集團有限公司及其附屬公司(統稱「海通國際證券集團」)的FATCA政策

請參閱海通國際證券集團有限公司及其附屬公司(統稱「海通國際證券集團」)的FATCA政策。

海通國際證券集團之個人資料私隱政策

1. 海通國際證券集團有限公司及其附屬公司(合稱「海通國際證券集團」)一直致力為客戶和相關個人(即「資料當事人」)提供最優質的服務。
2. 為此,海通國際證券集團通過使用資料當事人的資料,讓客戶方便快捷地獲得合適的多元的產品和服務,以此為提升服務質量的一種方法。同時,海通國際證券集團亦明白資料當事人非常關注個人資料的使用情況。
3. 海通國際證券集團重視保障客戶的資料,因而設立了本個人資料私隱政策(「政策」),承諾始終保護客戶的個人資料。
4. 海通國際證券集團不時需要收集、處理、使用、儲存、披露及轉移資料當事人在香港法例第486章《個人資料(私隱)條例》、歐盟《通用數據保障條例》(「GDPR」)、或任何其他適用法律所定義的個人資料(「資料」)。海通國際證券集團會依據海通國際證券集團所在地、資料當事人所在地及其他相關司法管轄區適用於本政策下收集和處理資料的法律、法規、規章、條例等(統稱為「適用法律」)來收集和處理資料。  
本政策中(不論在何處)提及的「資料當事人」一詞包括以下類別的個人:
  - 海通國際證券集團提供的金融、保險、證券、商品、投資、信貸和相關服務及產品和設施等的申請人、客戶、授權簽署人、保單持有人、受益人和其他用戶;
  - 保證人、擔保人和為履行對海通國際證券集團的義務而提供保證、擔保或任何形式的支持的人士;
  - 任何公司申請人(連同該公司申請人的關聯公司和附屬公司)的董事、股東、員工、高級行政人員、顧問和代理人以及資料當事人/用戶;和
  - 海通國際證券集團的供應商、承包商、服務提供商、代理人和其他合同對手方。為免混淆,「資料當事人」不包括任何法人團體。
5. 海通國際證券集團在客戶開設或維持賬戶、設立或維持信貸融資,或在向客戶提供金融、保險、證券、商品、投資及相關產品和/或服務及在需要履行海通國際證券集團在合同或者適用法律項下的責任時,向資料當事人收集資料。資料或會通過開戶流程、客戶使用海通國際證券集團提供的電子服務或向海通國際證券集團提交其他表格和材料、「客戶身份識別」(KYC)程序以及海通國際證券集團提供金融產品和服務等情況下被收集,海通國際證券集團從資料當事人收集的信息一般包括但不限於其姓名、年齡、職業、婚姻狀況、電郵信箱地址、電話號碼、個人身份證件資料、電子簽名、個人生物辨識資料(包括但不限於可用作識別資料當事人的身份資料當事人的指紋及面部圖像)、地址和其他聯繫資料、在機構中擔任的職位、與任何專業團體有聯繫的詳情、財務信息、信貸記錄、財富來源、風險承受能力、與海通國際證券集團提供的產品或服務相關的投資經驗和目標等。上述資料中包含資料當事人的敏感個人信息(包括個人生物辨識資料、金融賬戶信息等)。  
  
海通國際證券集團承諾僅為本政策第8條之目的合理收集和處理資料當事人的敏感個人信息,合理保護資料當事人的個人信息,並已就此採取措施。
6. 如果客戶是代表資料當事人提供資料,客戶必須確定該資料提供符合任何相關適用法律,包括但不限於,如適用法律要求,確保有關資料當事人同意海通國際證券集團內各公司主體均有權合理使用該資料,並在海通國際證券集團要求時提供資料當事人的授權書或同意書等證明以供海通國際證券集團留存紀錄。客戶及資料當事人明白並瞭解,客戶及資料當事人如同意在本政策項下向海通國際證券集團提供資料,即意味著客戶及資料當事人在本政策項下向海通國際證券集團有限公司及其各附屬公司提供資料,海通國際證券集團有限公司及其各附屬公司均將按本政策的規定合理使用資料。
7. 海通國際證券集團還會在檢索公開信息時、(出於內部組織管理需要)生成唯一內部識別號、形成內部統計分析資料、留存管理有關海通國際證券集團研究報告網站訪問用戶的相關信息、留存管理電話錄音和/或電子媒介通信記錄、自第三方的風險情報應用處收集、使用資料當事人的信息。

8. 受限於適用法律的規定，海通國際證券集團會在以下情況合理使用與資料當事人相關的資料（和其他信息）：

- 為客戶提供服務或產品；
- 為進行首次和持續的「客戶身份識別」(KYC)盡職調查流程核實客戶的身份及履行海通國際證券集團在反洗錢法律法規下的義務；
- 進行香港法律第553章《電子交易條例》認可的核證服務，例如中華人民共和國香港特別行政區（「香港」）及其他不同司法管轄區的核證機關為核實客戶身份的目的而提供的服務；
- 進行信貸審查；
- 協助其他機構進行信貸審查；
- 保存資料當事人的信貸紀錄，以供目前及將來參考；
- 確保資料當事人的信用維持良好；
- 設計供資料當事人使用的金融服務或相關產品；
- 向資料當事人推廣金融服務或相關產品（前提是海通國際證券集團就此已獲得資料當事人或透過客戶獲得資料當事人的同意）；
- 確定虧欠資料當事人或資料當事人所虧欠的債務金額；
- 向資料當事人、為資料當事人債務提供擔保/抵押的人士追討欠款；
- 為遵守不同司法管轄區的司法機構、監管機關、政府部門、稅務機關、執法機構、行政部門或法定機構、證券交易所或結算所、其他自律監管機構或業界組織或團體頒布而適用於海通國際證券集團及其控股公司或關聯公司的法律、法規、法令、判決、準則、政策、措施、安排、要求或其他規定；
- 為遵守海通國際證券集團內部、海通國際證券集團及其控股公司或關聯公司之間合作共用資料和信息的責任、規定、政策、程序、措施或安排，及/或根據海通國際證券集團為符合制裁、防止或偵察洗錢、恐怖分子資金籌集或其他非法活動之法規要求而制定的任何整體計劃對資料和信息所作的其它用途；和
- 與上述任何部分有關的任何用途。

在很多情況下，海通國際證券集團有權按照上述方式使用資料，即使沒有另行獲得資料當事人的同意，因為：

- 海通國際證券集團必須履行其法律及/或監管義務；
- 海通國際證券集團需要創設、行使或捍衛其合法權利或為了滿足法律程序的需要；或
- 受限於適用法律的規定，上述之資料用途為海通國際證券集團及其控股公司或關聯公司的合法商業權益所必需的。

9. 海通國際證券集團會對所持有的資料當事人資料（及其他資料）保密，但為使海通國際證券集團能夠向資料當事人提供服務、產品及相關信息，海通國際證券集團或會向第三方披露這些資料。如資料當事人未能提供資料，海通國際證券集團或無法向資料當事人提供服務、產品及信息。為了向資料當事人提供相關服務、產品及相關信息，海通國際證券集團可能向如下特定相關方披露所持有的資料當事人資料：

- 任何向海通國際證券集團提供關於其業務運作的行政、專業、信貸信息、債務追討、電訊、電腦、繳款、存檔或其他服務的人員、僱員、代理、承包商或第三方；
- 資料當事人與之進行或擬進行交易的任何金融機構；
- 任何海通國際證券集團在不同司法管轄區的控股公司或關聯公司；
- 不同司法管轄區的司法機構、監管機關、政府部門、稅務機關、執法機構、行政部門或法定機構、證券交易所或結算所、或其他自律監管機構或業界組織或團體；
- 不同司法管轄區的核證機關；
- 不同司法管轄區的相關機關以符合現時和將來實施的任何關於金融賬戶信息自動交換或美國頒布的外國賬戶稅收遵從法案(FATCA)的通用法律、法規、規則或準則；
- 信貸資料機構及收賬公司（如果客戶拖欠債務時）；
- 相關的海通國際證券集團實體或相關業務或資?的實際或建議受讓人、相關的海通國際證券集團實體可行使關於客戶方面之權利的參與人或次級參與人，以評估該轉讓、參與或次級參與所涉及的相關交易；及
- 對海通國際證券集團負有保密責任的任何其他人士，包括海通國際證券集團任何承諾對相關信息保密的控股或關聯公司。

前述資料當事人的資料接收方可能位於香港境外。

資料當事人可以根據本政策第19條列明的聯繫方式聯繫海通國際證券集團，要求提供(a)第三方/海通國際證券集團內接收方的聯繫方式；(b)如相關，跨境提供當事人資料的詳情以及(c)有關接收方如何收集和處理資料的更多詳情。

海通國際證券集團只會在遵照嚴格的內部安全標準、保密政策及適用法律下，才會與上述人士分享資料當事人的資料（及其他信息）。

位於香港境外的有關方未必受到與《個人資料（私隱）條例》大致相若或具有相同目的的資料保障法律約束，亦即是說，向有關方披露的資料未必受到與香港相同或類似的程度的保障。

10. 在以下情況下，即使為向資料當事人提供相關服務、產品及相關信息直接相關，海通國際證券集團亦可能會與第三方（不論是否是海通國際證券集團的控股公司或關聯公司）分享資料：

- 如果海通國際證券集團出售業務或資產，海通國際證券集團或會向潛在買家披露資料用作盡職調查；
- 如果海通國際證券集團被第三方收購，海通國際證券集團持有的資料將會被披露予第三方買方；
- 海通國際證券集團會向為海通國際證券集團提供服務的第三方代理商或承包商（例如海通國際證券集團的電子資料存儲服務提供商）披露資料。這些第三方將受到保密要求的約束，並只會按本政策規定使用資料；以及
- 按照適用法律要求，例如當海通國際證券集團履行法律責任，或創設、行使或維護海通國際證券集團的法律權利而需要披露這些資料。

11. 針對前述向特定接收方提供資料當事人的個人資料的情形，海通國際證券集團承諾將嚴格遵守適用法律對於共享個人資料（包括跨境提供）的要求，採取必要措施，保障接收方處理個人資料的活動達到適用法律規定的個人資料保護標準。資料當事人可以根據第19條列明的聯繫方式聯繫海通國際證券集團，要求提供第三方的聯繫方式，進而聯繫第三方來行使適用法律規定的權利。

針對根據特定接收方中的公共機構的合法請求而需要提供個人資料的情形，海通國際證券集團將確保只披露和傳輸與資料當事人相關的最低限度的必要個人資料。在適用法律所允許的情況下，海通國際證券集團將通知資料當事人相關公共機構的合法請求。

12. 海通國際證券集團設立了嚴格的標準來保護資料當事人的資料免遭未獲授權的竊取或破壞，並要求員工必需依循該等標準、政策和法律，對保護資料全面承擔責任。海通國際證券集團按照「有需要知情」的原則以安全的方式讓獲授權員工取得或使用資料。

13. 在資料當事人拖欠任何還款的情況下，除非拖欠款項在開始拖欠日期起計60日內（以本行計算為準）全數清還或撇賬（因破產令導致撇賬的情況除外），否則資料當事人同意其戶口還款資料可由信貸資料機構保留五年（由全數清還欠款項日期起計）。如資料當事人因被頒令破產而導致戶口中任何款項被凍，不論戶口還款資料是否顯示有任何重大欠帳情況，資料當事人同意其戶口還款資料可由信貸資料機構保留，直至全數清還拖欠款項日期起計滿五年之日，或資料當事人舉證通知信貸資料機構其已獲解除破產令日期起計滿五年之日（以較早發生為準）為止。資料當事人的戶口還款資料包括上次到期的還款額、上次報告期間的已償還金額、剩餘可用信貸額或尚欠金額和拖賬紀錄（即逾期還款額、逾期還款日期、清還逾期欠款日期及全數清還重大欠帳（如有）的日期）。重大欠帳是指拖欠超過60日的賬款。

14. 受歐盟《通用數據保護規定》("GDPR")規則約束的資料當事人應瞭解並同意資料在以下情況下可能會轉移至歐洲經濟區("EEA")以外地區：

- 海通國際證券集團從資料當事人收集的資料可能會被轉移至並儲存在歐洲經濟區以外的地區，包括但不限於轉移給海通國際證券集團位於歐洲經濟區("EEA")以外的關聯公司。
- 資料亦可能由為海通國際證券集團位於歐洲經濟區境外的關聯公司或供應商工作的人士處理。
- 如資料轉移至歐洲經濟區以外的地區，海通國際證券集團會確保資料得到與歐洲經濟區內保護資料方式一致的保護。這可通過多種方式達到，例如：
  - a. 資料發送至的國家可能是歐盟委員會認可為可提供足夠保障的國家；
  - b. 資料接收人可能已簽署以歐盟委員會認可的「示範合同條款」為基礎的合同使他們有責任保護資料，或
  - c. 如果資料接收人位於美國，其可能是歐盟-美國隱私保護計劃的認證成員。

- 在其他情況下，法律可能允許海通國際證券集團以其他方式將資料轉移至歐洲經濟區以外地區。然而，在任何情況下，海通國際證券集團都會確保遵守適用法律來轉移資料。

資料當事人可根據本政策第19條致函予海通國際證券集團或致電客戶服務部，獲得更多有關資料被轉移至歐洲經濟區以外地區的保護詳情（包括海通國際證券集團與資料接收人簽訂的標準資料保護條款的副本）。

#### 15. 使用資料作直接促銷

除上文所述目的外，海通國際證券集團可能會使用資料當事人的資料用作直接促銷，前提是在以此目的使用資料之前，海通國際證券集團已得到資料當事人的明示同意（包括表示不反對），且使用資料作直接促銷並非掛網作為海通國際證券集團提供服務的條件。因此，請注意：

- 由海通國際證券集團不時持有的資料當事人的姓名、聯繫詳情、產品及服務組合信息、交易模式及行為、財務背景及統計資料（「可作直銷用途的個人資料」）可由海通國際證券集團進行直接促銷時使用；
- 可能被促銷的各類服務、產品及內容的類別如下：
  - a. 金融、保險、證券、商品、投資及相關服務、為品及設施；
  - b. 上文所述各類促銷內容類別所涵蓋的獎賞、會員獎勵或優惠計劃；
  - c. 由海通國際證券集團的合作品牌夥伴因應上述促銷內容類別提供的服務和產品（合作品牌夥伴的名稱載於相關服務和產品（視情況而定）申請書）；及
  - d. 為慈善及/或非牟利目的而作出的捐款及捐獻；
- 上述服務、產品及內容可由海通國際證券集團及/或以下各方提供或（如涉及捐款及捐獻）索取：
  - a. 海通國際證券集團任何成員公司；
  - b. 第三方金融機構、承保人、證券、商品及投資服務提供商；
  - c. 第三方獎賞、會員獎勵、合作品牌或優惠計劃提供商；
  - d. 海通國際證券集團的合作品牌夥伴（合作品牌夥伴的名稱載於相關服務和產品（視情況而定）申請書）；及
  - e. 慈善或非牟利組織；

除了推廣上述的服務、產品及內容外，海通國際證券集團亦可能會將上述可作直銷用途的個人資料（不論是牟利與否）提供給上述第三方，以供促銷上述服務、產品及內容使用（若海通國際證券集團就此收取回報，海通國際證券集團應書面明確通知資料當事人其資料將被提供給上述第三方，以用於促銷上述服務、產品及內容），而海通國際證券集團須就此取得資料當事人的書面同意（包括表示不反對）；

如資料當事人過往在相關客戶文件中表示同意，其後欲改變意願，希望海通國際證券集團不再使用或向其他人士提供可作直銷用途的個人資料進行上述直接促銷，資料當事人可向海通國際證券集團發出書面通知或致電其客戶服務部（郵寄地址及電話號碼載於下文第19條），以行使客戶拒絕參與直銷活動的權利。

但請注意，如資料當事人是以公司或業務代表身份收取直接促銷資料且相關資料僅供相關公司或業務使用，而非以個人身份收取促銷資料，則本條款將不適用。

#### 16. 如客戶接受海通國際證券集團的中華通證券北向交易服務，須注意並同意以下規定：

- 海通國際證券集團或需要將資料用於以下目的(a)在客戶達達內地互聯互通系統（「CSC」）（根據聯交所規則定義的）的每個訂單，附加本公司為每名客戶或為聯名戶口（如適用）編派唯一的券商客戶編碼「BCAN」或「券商客戶編碼」；及(b)就香港交易及結算所（「香港交易所」），香港聯合交易所有限公司（「聯交所」）及其任何附屬公司（「聯交所附屬公司」）可能根據任何適用法律或監管規則及規定不時提出的要求，向香港交易所、聯交所或任何聯交所附屬公司提供客戶的券商客戶編碼及有關客戶的識別信息（「客戶識別信息」或「CID」）。
- 不限於任何海通國際證券集團已向客戶發出的提示或海通國際證券集團從客戶收到同意，海通國際證券集團可能須要收集、儲存、使用、披露和轉移客戶的個人資料（除非另有說明，否則在此界定的詞匯意義與交易所規則的定義相同）：

- a. 不時向香港交易所、聯交所或任何聯交所附屬公司披露及轉移客戶的券商客戶編碼和客戶識別信息，包括在提交CSC的中華通訂單中附加上客戶的券商客戶編碼，再實時轉遞至相關中華通市場營運商；
  - b. 允許香港交易所、聯交所或聯交所附屬公司各自：(i)收集、使用及儲存客戶的券商客戶編碼、客戶識別信息及任何由相關中華通結算提供已綜合、核實及配對的券商客戶編碼和客戶識別信息（及由任何一方或透過香港交易所儲存）用作市場監控和監察目的及執行交易所規則；(ii)基於以下(c)及(d)項列出之目的不時向中華通市場營運者（直接或透過中國結算）轉移此等資料；及(iii)向香港的相關監管機構和執法機構披露此等信息，以助他們履行香港證券市場的監控、監察及執法職能；
  - c. 允許相關的中華通結算所：(i)收集、使用和儲存客戶的券商客戶編碼和客戶識別信息，以便綜合及核實券商客戶編碼和客戶識別信息，並將此類信息與其本身的投資者身份數據庫進行配對，以提供該已綜合、核實及配對的券商客戶編碼和客戶識別信息給中華通市場營運者、香港交易所、聯交所和聯交所附屬公司；(ii)使用客戶的券商客戶編碼及客戶識別信息來協助其履行證券賬戶管理的監管職能；及(iii)向擁有司法管轄權的中華人民共和國監管機關及執法機構披露此等資料，以助他們履行有關中華人民共和國證券市場的監管、監察和執法職能；
  - d. 允許中華通市場營運者：(i)收集、使用及儲存客戶的券商客戶編碼及客戶識別信息，以助其就互聯互通下在相關中華通市場進行的證券交易進行監管與監察及執行中華通市場營運者規則；及(ii)向中華人民共和國監管機關及執法機構披露此等信息，以助他們履行有關中華人民共和國證券市場的監管、監察及執法職能。
- 在指示本公司進行相關中華通證券（定義見交易所規則）交易時，客戶確認並同意海通國際證券集團可就提供互聯互通北向交易服務為遵從香港交易所、聯交所或聯交所附屬公司的要求或不時生效的聯交所規則使用其個人資料。客戶同時確認即使客戶往後撤回同意，客戶的個人資料（在撤回同意前提供）不論在上述撤回同意前或後仍可能會為上述目的繼續被儲存、使用、披露、轉移及處理。
  - 僅請同時注意，如果客戶未能向海通國際證券集團提供其個人資料或上述同意，海通國際證券集團將不會或無法繼續（視情況而定）執行客戶的交易指示或向客戶提供互聯互通北向交易服務。

#### 17. 資料當事人明白及同意，海通國際證券集團可能收集、儲存、處理、使用、披露及轉移與資料當事人有關的個人資料（包括資料當事人的身份識別資料和券商客戶編碼），以便海通國際證券集團向資料當事人提供與在香港交易所上市或交易的證券相關的服務時，遵守與香港交易所和證券及期貨事務監察委員會（「證監會」）不時生效的規則及規定。包括但不限於：

- 根據香港交易所和證監會不時生效的規則及規定，向香港交易所和/或證監會披露並轉移資料當事人的個人資料（包括資料當事人的身份識別資料和券商客戶編碼）；
- 容許香港交易所：(i)收集、儲存、處理及使用資料當事人的個人資料（包括資料當事人的身份識別資料和券商客戶編碼）以作市場監察及執行香港交易所規則之用途；及(ii)向香港相關監管機構和執法機構（包括但不限於證監會）披露並轉移該等資料，以配合其履行關於香港金融市場的法定職能；及(iii)使用該等資料進行分析，以作市場監察之用途；
- 容許證監會：(i)收集、儲存、處理及使用資料當事人的個人資料（包括資料當事人的身份識別資料和券商客戶編碼），以配合其履行關於香港金融市場的監管、監察及執法職能；及(ii)根據適用的法律或監管規定向香港的相關監管機構和執法機構披露並轉移該等資料；
- 向香港中央結算有限公司（「香港結算」）提供券商客戶編碼以允許香港結算：(i)從香港交易所取得、處理及儲存允許披露及轉移給香港結算屬於資料當事人的身份識別資料，及向發行人的股份過戶登記處轉移資料當事人的身份識別資料，以便核實資料當事人未就相關股份認購進行重複申請，以及便利首次公開招股抽籤及首次公開招股結算程序；及(ii)處理及儲存資料當事人身份識別資料，及向發行人的股份過戶登記處、證監會、香港交易所及其他公開股股的有關各方轉移資料當事人的身份識別資料，以便處理資料當事人對有關股份認購的申請，或為載於公開招股發行人的招股章程的任何其他目的。

資料當事人亦同意，即使未來資料當事人計劃撤回其同意，資料當事人的個人資料在其撤回同意後會上列目的繼續被儲存、使用、披露或轉移。

資料當事人不能如上述向海通國際證券集團提供個人資料或拒絕或撤消同意，將可能導致海通國際證券集團（按情況）不會或不可繼續執行資料當事人的交易指示或為資料當事人提供證券有關服務（出售、轉讓或撤回資料當事人當前持有的證券份額（如有）除外）。

在本政策中，“券商客戶編碼”是指由相關持牌人或註冊人根據香港交易所規定所產生的“經紀商至客戶分配號碼”，是香港交易所規定格式的唯一識別碼，“客戶的身份識別資料”是指與分配到券商客戶編碼的資料當事人有關的下列信息：(i) 資料當事人身份證件中顯示的資料當事人全名；(ii) 身份證件的簽發國家或司法管轄區；(iii) 身份證件類型；以及(iv) 身份證件號碼。

18. 海通國際證券集團可依據適用法律進行以下活動：

- 為了以下目的將資料當事人提供的資料或其他信息、關於資料當事人的資料或其他信息與海通國際證券集團或其他人士持有的資料（或其他信息）進行配對、比較或交換：
  - a. 信貸審查；
  - b. 核實資料（及其他信息）；
  - c. 以其他方式舉證或核實資料（及其他信息），而這些資料可能隨時用作針對資料當事人或其他人士的不利行動；
- 將資料（及其他信息）進行跨境傳輸。

19. 資料當事人對海通國際證券集團所持有的資料當事人資料擁有下列法律權利，包括：

- 有權獲得關於資料處理的信息和要求查閱海通國際證券集團所持有的有關資料當事人的資料；
- 有權隨時撤銷允許海通國際證券集團處理其資料的同意。但請注意，如果海通國際證券集團有其他合法理由（須經同意以外的理由），海通國際證券集團仍有權處理有關資料。
- 在某些情況下，有權以系統化、常用和電腦可讀的格式接收一些資料及/ 或要求海通國際證券集團在技術上可行的情況下將這些資料傳輸給第三方。請注意，該權利僅適用於資料當事人提供給海通國際證券集團的資料；
- 如有關資料不準確或不完整，有權要求海通國際證券集團更正資料；
- 在某些情況下，有權要求海通國際證券集團刪除資料。請注意，在某些情況下，即使資料當事人要求海通國際證券集團刪除資料，海通國際證券集團仍可依法保留這些資料；
- 在某些情況下，有權反對並有權要求限制海通國際證券集團對資料的處理。同樣，在某些情況下，即使資料當事人反對或要求海通國際證券集團限制對資料的處理，海通國際證券集團仍可依法處理資料及/ 或拒絕該請求；
- 如果資料當事人認為海通國際證券集團侵犯其個人資料隱私權，有權向個人資料保障監管機構作出投訴；
- 如涉及客戶個人信貸記錄，可要求被告告知哪些資料會慣常地向信貸資料機構或收賬公司披露，及獲取更多資料，以便向相關信貸資料機構或收賬公司要求查閱和更正資料；及
- 客戶全數償還拖欠款項並終止信貸後，如終止信貸前五年內並無重大欠帳（以海通國際證券集團決定為準）的前提下，指示海通國際證券集團向相關信貸資料機構要求從其信貸資料庫中刪除任何關於該已終止信貸的賬戶資料。

資料當事人明白並瞭解，任何此類要求必須依據適用法律要求提出，但對於可能給他人合法權利帶來風險或不具有操作/技術可行性的不合理請求，海通國際證券集團保留依據適用法律拒絕資料當事人請求的權利。

資料當事人明白及瞭解，在特定情況下以及在適用法律允許的範圍內，海通國際證券集團可能會在未經資料當事人同意的情况下處理資料當事人的資料。

查閱及/ 或更正資料當事人曾提交的資料及更改個人聯繫信息的要求可提交至以下地址：

海通國際證券集團有限公司  
香港黃竹坑香葉道2號  
One Island South 15樓  
客戶服務部收  
或致電：+852 3583 3388

20. 按照《個人資料（私隱）條例》的條款，海通國際證券集團有權為處理任何索取資料的要求收取合理費用。

21. 倘若本政策第5條中所述前述敏感個人資料範圍或處理目的及/或第9條特定接收方發生變動，海通國際證券集團將依照適用法律的要求另行告知並取得資料當事方的同意。

22. 保留個人資料

在受限於技術可行性的前提下，海通國際證券集團將只為本政策第8條所列之處理目的合理需要時保留資料當事人的個人資料，或依據適用法律要求及海通國際證券集團政策和程序長期保留客戶的個人資料，或保留客戶的個人資料至收到客戶刪除個人資料之要求時。

23. 海通國際證券集團只會將資料當事人的信息用於進行本身業務的合法用途，以提供優質服務及設計產品和優惠，以展現海通國際證券集團對資料當事人及其需要的理解。適用法律另有規定除外。

24. 隨著海通國際證券集團在科技創新年代不斷發展新產品和服務，海通國際證券集團會繼續竭力確保資料當事人的資料被正確地使用並得到適當保護。

25. 海通國際證券集團不時更新海通國際證券集團的個人資料隱私政策，並請客戶定期查閱海通國際證券集團的網站以確保客戶熟悉最新版本。

本政策的中、英文版本如有歧義，均以英文版本為準。

<sup>1</sup> 鑒於海通國際資產管理（香港）有限公司和海通國際投資經理有限公司不提供中華通證券北向交易服務，海通國際證券集團之個人資料隱私政策第16條不適用於海通國際資產管理（香港）有限公司和海通國際投資經理有限公司。

## 附件五

### 有關買賣於香港交易所上市之特殊目的收購公司(「SPAC」)之附加條款

本附錄適用於與 SPAC 任何股票和/或認股權證交易相關的所有交易，並補充保證金賬戶條款和條件、現金賬戶條款和條件、期貨賬戶條款和條件以及期權交易賬戶條款和條件(單獨和統稱為「條款和條件」)。本附錄中未定義的術語與條款和條件中定義的含義相同。

#### 1. 定義及釋義

在本附加條款中，除文義另有所指外，下列詞語及詞句應具下列含義：

「CWUMPO」指《公司(清盤及雜項條文)條例》(香港法例第32章)，經不時修訂；  
「De-SPAC目標公司」指SPAC 併購交易的目標公司；  
「De-SPAC交易」指SPAC 對SPAC 併購目標的收購或業務合併，最終促成繼承公司上市；  
「合資格SPAC投資者」指《證券及期貨條例》附件1 第一部分第1條「專業投資者」定義的「專業投資者」；  
「香港交易所」指香港交易及結算所有限公司；  
「IPO」指首次公開發售，包括在擬議香港SPAC上市機制的前提下，SPAC 向專業投資者進行的SPAC股份首次發售；  
「上市文件」指已發行或擬發行與上市申請相關的招股章程、通函或任何同等文件(包括安排機制和介紹文件)；  
「PIPE」指為完成SPAC併購交易而進行的第三方投資，而該等投資在SPAC 併購公告刊發之前已經承諾作出；  
「招股章程」指《公司(清盤及雜項條文)條例》第2分部第1部分中定義的招股章程；  
「繼承公司」指完成De-SPAC交易所產生的上市發行人；  
「證監會」指證券及期貨事務監察委員會；  
「SPAC」指香港交易所上市之特殊目的收購公司；及  
「SPAC證券」指特殊目的收購公司股份及特殊目的收購公司權證。

#### 2. 服務

- 2.1 海通國際證券有限公司將依照條款和條件及本附加條款的規定，向客戶提供SPAC股份及/或SPAC權證的交易服務。
- 2.2 海通國際證券有限公司可以不時在未事先通知或諮詢客戶的情況下，全部或部分變更、修改、縮小或取消SPAC證券交易服務的範圍。
- 2.3 如果客戶未能按海通國際證券有限公司規定的方式和期限證明它/他/她/他們符合「專業投資者」的條件或適合參與SPAC證券交易，客戶的SPAC證券交易服務將會立即終止而不會提前通知。賬戶中任何已結算的SPAC證券可能會被立即於3天或證監會或香港交易所或海通國際證券有限公司指定的其他時間內強制出售。

#### 3. 合資格SPAC投資者

- 3.1 客戶需為SPAC合資格投資者資格參與SPAC股份及SPAC權證的交易。
- 3.2 SPAC證券交易限於專業投資者。客戶應注意交易SPAC證券交易的任何潛在的風險。

#### 4. 遵守法律及規則

- 4.1 SPAC證券的任何交易均應遵守不時經補充、修訂及變更的所有SPAC 適用憲法、規則、法律、細則、條例和法規及條例。客戶同意在任何時候均受所有上述不時生效的憲法、規則、法律、細則、條例和法規及條例之約束，客戶並確認存在被禁止交易 SPAC 證券的風險，客戶交易 SPAC 證券的指示亦可能不被接受。

- 4.2 客戶應理解認購和買賣SPAC證券僅限於專業投資者。客戶承諾在交易認購和買賣SPAC證券之前，它/他/她/他們熟悉由香港交易所發佈的相關規則(經不時修訂或補充)與任何潛在的風險。海通國際證券有限公司如收到任何有關監管機構要求其依照適用法律法規出售和賣出特定數量的特殊目的收購公司證券的通知(下稱「強制出售通知」)，海通國際證券有限公司有權向客戶發出相應通知(以下簡稱「客戶強制出售通知」)，要求客戶在該有關監管機構規定的3天期限內，或證監會或香港交易所或海通國際證券有限公司指定的其他時間，視情況而定，出售和賣出其在海通國際證券有限公司開立的帳戶內持有的任何數量的相關SPAC證券(具體數量由海通國際證券有限公司自主決定)。客戶承諾遵守任何該等客戶強制出售通知的要求，且理解強制出售可能帶來損失，並放棄對該強制出售通知及/或客戶強制出售通知的可強制執行性、合法性或效力提出異議的任何及所有權利。

- 4.3 對於任何強制出售通知，客戶授權海通國際證券有限公司代表其按海通國際證券有限公司自主決定的價格和條款出售或安排出售相關SPAC證券。

#### 5. 投資SPAC的相關風險

- 5.1 以下為與投資SPAC股份及SPAC權證的某些風險因素的簡要總結，並非詳盡無遺。客戶必須自行評估投資任何SPAC證券是否符合其投資目標、風險承受能力和財務狀況。其中一些因素包括：

##### 5.1.1 價格波動風險

由於SPAC並無經營活動，因此無法報告業績因素(如收入、盈虧及現金流)，而投資者通常依賴於這些因素確定公司的股份價值。因此，SPAC的股價可能受推測及傳聞影響，尤其是對SPAC尋找合適De-SPAC目標公司的潛在結果之推測。

##### 5.1.2 市場操縱風險

SPAC股價對傳聞的敏感性使其相對較易受到股價操縱影響。例如，行騙者可能故意散播即將進行De-SPAC的傳聞，以試圖將其持股價值提高至對其有利的水平，從而出售獲利。

##### 5.1.3 內幕交易風險

對於SPAC，在多個情況下均可能出現內幕消息，尤其是與潛在De-SPAC目標公司談判相關的消息。公佈De-SPAC協議之後SPAC股價的任何變動只是該公告的影響結果。這意味著在公告之前獲得交易相關內幕消息的人士，相對於藉著進行相同收購談判的普通上市發行人股票而賺取收益，通過內幕交易賺取收益的肯定性較高。因此，在上市SPAC中發生內幕交易的可能性高於普通上市發行人。

##### 5.1.4 缺少資料披露

由於SPAC在IPO階段受到的嚴格監管要求較低，因此資料錯誤的可能性較高。在傳統IPO中，上市申請人必須提供深入的資料披露。然而，SPAC並無此方面的資料披露，因為SPAC在上市時未有明確的目標公司，故此在資料有限及定義較大的收購策略和標準下，投資者無法對其投資作出全面評估。雖然在確定De-SPAC目標公司並就收購條款達成協議後便會作出重大披露，但就時效而言，此披露在IPO後相當長一段時間才會作出，故此投資者只能選擇在整個併購過程中保持投資或在較早階段變現。

##### 5.1.5 De-SPAC目標公司的質素存在不確定性

SPAC上市的途徑較快速及簡單，或會吸引尚未達到上市標準及質素的公司利用此快速渠道公開集資，避開傳統IPO中一般要求的嚴格審批流程。除此之外，保薦人面臨在規定時間框架內完成De-SPAC交易的時間壓力。這可能導致合併企業實體表現欠佳或失敗。

#### 5.1.6 潛在利益衝突

保薦人可能出現進行De-SPAC交易而無視De-SPAC目標公司質素的財務動機，因為完成De-SPAC交易後，保薦人有權通過極少投資而在SPAC中獲得股權。保薦人與股東之間存在此潛在利益衝突，導致可能引入管理或經營欠佳公司與SPAC進行合併的隱憂。

#### 5.1.7 潛在股權攤薄

SPAC可用於完成收購De-SPAC目標公司的資金數額存在變數，而保薦人亦未必一定能夠從PIPE或其他投資者獲取完成收購的額外資金。額外資金的可用性及成本很大程度取決於市場和經濟狀況，並可能對SPAC的持股結構產生攤薄作用。

#### 5.1.8 強制出售風險

客戶確定，實施客戶強制出售通知時，其在SPAC證券的投資可能遭受嚴重損失。

#### 5.1.9 SPAC認股權證風險

不同SPAC的SPAC認股權證條款可能差異極大，在投資時了解該等條款相當重要。投資者如欲了解關於SPAC認股權證具體條款的更多資訊，應查閱特定SPAC的上市文件。每張SPAC認股權證的持有人有權在規定的時間按規定的行使價購買一股SPAC股份（或SPAC股份的碎股）。SPAC認股權證通常可在De-SPAC交易完成後30天或SPAC IPO完成後12個月（以較後者為準）或招股章程或上市文件或任何其他適用文件中所述的其他時間行使權利；因此，SPAC認股權證的持有人無法在行使日期之前獲得SPAC股份。此外，如果投資者錯過贖回通知及未能在規定期限內行使權利，其持有的SPAC認股權證可能變得等同沒有價值。另外，在部分情況下，投資者可能被迫提早行使SPAC認股權證，且SPAC可以幾乎零成本贖回認股權證，而SPAC認股權證持有人可能一無所有。

#### 5.1.10 額外的認股權證波動風險

在De-SPAC交易前，SPAC認股權證或會在SPAC上市後短期內經歷較大的價格波動，而且隨著De-SPAC交易的期限臨近，價格波動可能逐漸加劇。如果SPAC被清盤，投資者將按比例獲得其在SPAC信託賬戶中所持資金數額，而其SPAC認股權證將變得沒有價值。

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# Options Trading Account Terms and Conditions



海通國際  
HAITONG

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## OPTIONS ACCOUNT TERMS AND CONDITIONS

### 1. DEFINITION AND INTERPRETATION

- 1.1 In this Agreement, unless expressly stated or the context requires otherwise, words and expressions undefined in this Agreement shall have the same meanings as defined in the Options Trading Rules of SEHK, the Rules of SEHK, the Rules of SEOCH, Securities and Futures Ordinance, the Client Money Rules and the Client Securities Rules (as amended from time to time).
- 1.2 In this Agreement,
- "Access Codes" means together the Password and the Login Name (or any of them);
- "Account(s)" means one or more options trading accounts maintained by the Client with the Company from time to time for dealing with Options Contracts and effecting any Exchange Traded Options Business;
- "Agreement" means the written agreement between the Client and the Company regarding the opening, maintenance and operation of the Account(s) as amended from time to time, including but not limited to the Account Opening Form, Client Information Statement, Options Account Terms and Conditions, applicable Risk Disclosure Statement and any authority given by the Client to the Company with respect to the Account(s);
- "AML/CTF" means anti-money laundering, counter-terrorist financing, Sanctions and non-proliferation of weapons of mass destruction;**
- "Client Money Rules" means the Securities and Futures (Client Money) Rules made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;
- "Client Money Standing Authority" means the standing authority granted by the Client to the Company in the terms set out in **Clause 18.2** as amended from time to time;
- "Client Securities Rules" means the Securities and Futures (Client Securities) Rules made by the SFC under section 148 of the Securities and Futures Ordinance as amended from time to time;
- "Client Securities Standing Authority" means the standing authority granted by the Client to the Company in the terms set out in **Clause 18.4** as amended from time to time;
- "Collateral" means the amount of immediately available funds, securities and/or other assets maintained, or required to be maintained, with the Company by the Client or one or more other person(s) acceptable to the Company in the Account;**
- "Company" means Haitong International Securities Company Limited;
- "Electronic Services" means the Electronic Trading Service and the Mobile Phone Trading Service;
- "Electronic Trading Service" means any facility provided by the Company which enables the Client to give electronic instructions to purchase, sell and otherwise deal with Options Contracts and information services;
- "Government Authority" means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the Internal Revenue Service of the United States;**
- "HKSCC" means the Hong Kong Securities Clearing Company Limited;
- "Login Name" means the Client's personal identification used in conjunction with the Password to gain access to the Electronic Trading Service, the Mobile Phone Trading Service and to Haitong International Mail and other services offered by the Company;
- "Margin" means deposits, collateral and margin (as defined in the Options Trading Rules of SEHK) (including, but without limitation to, initial margin and additional margin) being an amount calculated in accordance with the relevant Rules and as determined by the Company from time to time, which are given as security for the Client's obligations to the Company under this Agreement;
- "Mobile Phone Trading Service" means a service to be provided by the Company in conjunction with certain mobile phone operators from time to time, using SIM Tool Kit with dedicated application for the Company, including, inter alia, functions such as account enquiry, Options Contract trade, Options Contract quote and enquiry hotline, as the Company may specify from time to time;
- "Password" means the Client's personal password(s), used in conjunction with the Login Name to gain access to the Electronic Trading Service, the Mobile Phone Trade Service and to Haitong International Mail and any other services offered by the Company;
- "Related Persons" means:**  
**(a) in relation to the Client, its subsidiaries or joint ventures, any of its respective, beneficial owners, controllers, directors, officers, affiliates or employees or any persons acting on any of its behalf; or**

(b) in relation to the Client who is an individual, any of his/her immediate relatives including but not limited to his/her spouse, his/her partner considered by national law as equivalent to spouse, his/her unmarried partner or cohabitant, his/her child or stepchild, the spouse, partner or cohabitant of his/her child, his/her sibling, step-sibling or half sibling, his/her parent or step-parent, his/her parent-in-law, any of the trustees, acting in their capacity as trustees of any trust of which the Client or his/her immediate relative is a beneficiary, any entity 50% or more of which ownership is held, directly or indirectly, by him/her, or any persons acting on any of his/her/its behalf.

"Restricted Activity" means any activities: (i) involving or for the benefit of any Restricted Party; (ii) conducted in any manner that would reasonably be expected to result in any Company's Group Companies being in breach of any applicable Sanctions or becoming a Restricted Party; or (iii) that would be prohibited under any applicable Sanctions.

"Restricted Party" means a person that is:

- (a) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List;
- (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or
- (c) otherwise a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities.

"Sanctions" means the economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by (i) the United States government; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; (v) Hong Kong; (vi) the People's Republic of China; or (vii) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("OFAC"), the United States Department of State and His Majesty's Treasury ("HMT") (together, the "Sanctions Authorities").

"Sanctions List" means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

"securities" has the meaning ascribed thereto by the Securities and Futures Ordinance and, if the context so admits, shall include securities collateral;

"Securities and Futures Ordinance" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended or re-enacted from time to time;

"SEHK" means The Stock Exchange of Hong Kong Limited;

"SEOCH" means The SEHK Options Clearing House Limited;

"SFC" means the Securities and Futures Commission; and

"Haitong International Mail" means the secure messaging facility operated by the Company for the delivery and receipt of confirmations, statements and other notices.

### 1.3 In this Agreement:

- 1.3.1 references to the "Client", wherever used, shall in the case where the Client(s) is/are individual(s) include the Client(s) and his/their respective executors and administrators and in the case where the Client is a sole proprietorship firm include the sole proprietor and his executors and administrators and his/their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time when the Client's said Account(s) is/are being maintained and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the Client is a company include such company and its successors;
- 1.3.2 references to "Group Company", in relation to the Company, include its direct or indirect holding companies, and direct or indirect subsidiaries of itself or of such holding companies;
- 1.3.3 references to clauses, sub-clauses unless otherwise stated are clauses, sub-clauses of this Agreement;
- 1.3.4 the heading to the clauses are for convenience only and do not affect their interpretation and construction;
- 1.3.5 words denoting the singular include the plural and vice versa; and
- 1.3.6 words importing any gender include every gender and references to persons include companies and corporation.

## 2. APPLICABLE RULES AND REGULATIONS

- 2.1 All transactions for the Account(s) shall be subject to the relevant constitution, rules, regulations, by-laws, customs and usages, as amended from time to time, of SEHK, or such other stock exchanges or markets or over-the-counter markets (the "Exchange(s)") and the HKSCC or such other clearing houses in or outside Hong Kong ("Clearing House(s)") and Government Authority and of the laws of Hong Kong and other places in which the Company is dealing on the Client's behalf, as amended from time to time.
- 2.2 All Exchange Traded Options Business shall be effected in accordance with all laws, rules and regulatory directions (the "Rules") applicable to the Company, including the Rules of SEHK (to the extent applicable), the Options Trading Rules of SEHK, the Clearing Rules of SEOCH and the rules of HKSCC. The Client agrees that all actions taken by the Company, SEHK, SEOCH or HKSCC in accordance with the Rules shall be binding on the Client.

## 3. SERVICES

- 3.1 Client hereby instructs and authorises the Company to open and maintain in its book one or more Account(s) in the name of the Client for the purpose of dealing in Options Contracts and effecting transactions of Exchange Traded Options Business in accordance with the terms and conditions of this Agreement from time to time.
- 3.2 All transactions for the Account(s) may be effected by the Company directly on any Exchanges where the Client is authorised to deal in Options Contracts, or, at its option, on any Exchanges indirectly through any other broker which the Company may, at its discretion, decide to appoint.

## 4. INSTRUCTIONS AND DEALING PRACTICE

- 4.1 The Company is hereby authorised to act upon the instructions of the Client to create, exercise, settle and/or discharge Options Contracts for the Account(s) and otherwise deal with any Margin, collateral, securities, Premium, Options Contracts, receivables or monies held in or for the Account(s) subject to the Client Money Rules and Client Securities Rules.
- 4.2 All instructions shall be given by the Client orally either in person or by telephone, or in writing, delivery by post, by hand, by e-mail using Haitong International Mail or otherwise, or by facsimile transmission or through any of the Electronic Services in accordance with the provisions of Clause 19 or by any other means acceptable to the Company.
- 4.3 The Company shall be entitled to rely on any instructions, directions, notices or other communication which the Company reasonably believes to be from a person authorised to act on the Client's behalf and the Client shall be bound by such communication. The Client agrees to indemnify the Company and hold the Company harmless from and against all losses, costs and expenses (including legal costs) reasonably and properly incurred by the Company in reliance thereupon.
- 4.4 The Company may record all telephone conversations with the Client in order to verify the instructions of the Client. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Client in case of dispute.
- 4.5 Notwithstanding anything herein contained, the Company shall be entitled, at its absolute discretion, to refuse to act on any of the Client's instructions and shall not be obliged to give any reason for such refusal.
- 4.6 By reason of physical restraints on the Exchanges and rapid changes in the prices of Option Contracts and their underlying securities that frequently take place, there may, on occasions, be a delay in quoting prices or in dealing. The Company may not after using reasonable endeavour be able to trade at the prices quoted at any specific time. The Company is not liable for any loss arising by reason of its failing, or being unable, to comply with any terms of the Client's instructions. Where the Company is unable after using reasonable endeavour to execute any instruction in full, the Company is entitled to effect partial performance only without prior reference to the Client's confirmation. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.
- 4.7 Any day order for the purchase, sale, settlement, exercise or otherwise of Options Contracts placed by the Company at the request of the Client that has not been executed before the close of business of the relevant Exchange or such other expiration date required by the relevant Exchange or such other later time as the Client and the Company may agree shall be deemed to have been cancelled automatically (to the extent not executed if executed in part).
- 4.8 The Company may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with the Company, on such terms and conditions as the Company may in its absolute discretion determine.
- 4.9 Subject to applicable laws and regulations and market requirements, the Company may in its absolute discretion determine the priority in the execution of its clients' orders, having due regard to the sequence in which such orders were received, and the Client shall not have any claim of priority to another client in relation to the execution of any order received by the Company.
- 4.10 The Client acknowledges and consents that the Company shall, at its absolute discretion, be entitled to claim margin offset for the Client's positions through the Client Offset Claim Account ("COCA") in DCASS.

## 5. CONTRACTS

- 5.1 The Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between the Company and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules. SEOCH has authority under the Rules to make adjustments to the terms of Contracts and the Company shall notify the Client of any adjustments made by SEOCH to the terms of Contracts which affect Client Contracts to which the Client is a party.
- 5.2 The Company may place limits on the open positions or delivery obligations that the Client may have at any time. The Client acknowledges that:-
- 5.2.1 the Company may be required to close out or give-up Client Contracts to comply with the position limits imposed by SEHK; and
- 5.2.2 if the Company 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.
- 5.3 The Company may agree, at the Client's written request, to have the Client Contracts entered into with the Client replaced by Client Contracts between the Client and another Options Exchange Participant in accordance with the Rules.
- 5.4 The Client acknowledges that the Client and the Company shall contract as principals under Client Contracts notwithstanding that all Options Contracts are to be executed on SEHK.
- 5.5 The Company may, where requested by the Client, and in accordance with the Client's instructions, request the give-up of Client Contracts of the Client to a different Options Trading Exchange Participant. The Client agrees that, upon acceptance of such request, any Client Contract between the Company and the Client shall, by operation of the Options Trading Rules and this Agreement, immediately be novated into a new Client Contract, on identical terms to that Client Contract, between the other Options Trading Exchange Participant and the Client, as principals to such Client Contract. If the request is not accepted, the original Client Contract shall remain in full force and effect, as if the give-up has never been requested.

## 6. MARGIN REQUIREMENTS AND MARGIN CALLS AND FIXED CHARGE

- 6.1 The Client agrees to maintain such Margin and shall on demand pay or deliver such additional Margin by means of cash, securities and/or other assets in such form and amounts and within such time as may be determined by the Company to be payable by the Client or by the Company on the Client's behalf in respect of such Margin or any other payment in connection with any Options Contracts entered into on the Client's behalf under the terms of this Agreement. The amounts required by way of Margin should 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.
- 6.2 If the Company accepts securities by way of Margin, the Client will on request provide the Company with such authority as the Company may require under the Rules to authorise the Company to deliver such securities, directly or through an Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from the Client's instructions to the Company. Subject to any consent given by the Client, the Company does not have any further authority from the Client to borrow or lend 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.
- 6.3 The time for payment of any Margin is of the essence and if no other time is stipulated by the Company when making a demand then the Client is required to comply with such demand before expiry of two hours from the time of making the demand (or more quickly if required by the Company to do so). The Client also agrees to pay immediately in full and on demand any amount owing with respect to any of the Company's accounts. All initial and subsequent deposits and payments for Margin and other purposes shall be made in cleared funds and in such currency and in such amounts as the Company may in its sole discretion require.
- 6.4 Without prejudice to [Clause 6.1](#) above, the Company shall be entitled to revise Margin requirements from time to time in its absolute discretion. No previous Margin requirements shall establish a precedent and revised requirements once established shall apply to existing positions as well as to the new positions in the Contracts affected by such revision.
- 6.5 For the avoidance of doubt, failure by the Client to meet Margin calls made by the Company by the time prescribed by the Company or any other accounts payable hereunder shall give the Company the right (without prejudice to other rights) to close out open positions in respect of which any Margin calls are not met without notice to the Client and to dispose of any or all assets held for or on behalf of the Client and to apply the proceeds and any cash deposit(s) to pay the Company all outstanding balances owing to the Company. Any monies remaining after that application shall be refunded to the Client.
- 6.6 Subject to the Client Money Rules, nothing in this Agreement shall be construed as taking away or affecting any lawful claim, lien or other rights and remedies which the Company may have in respect of any money held in any bank account pursuant to [Clause 13](#) or in respect of any money received or paid into such bank account.

- 6.7 For the avoidance of doubt, if a debit balance arises on any of the Client's Account(s), the Company shall not be, nor shall the Company be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact that the Company permits a debit balance to arise in any Account(s) so debited shall not imply any obligation on the part of the Company to advance monies or incur any obligation on the Client's behalf on any subsequent occasion, but without prejudice to the obligations of the Client in respect of any debit balance which the Company does permit to arise.

~~6.8 The Client, as beneficial owner, charges in favour of the Company by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral as a continuing security for the payment and satisfaction of all monies and liabilities owed by the Client under this Agreement, all the margin requirements and, without prejudice to the aforesaid, all of the Client's obligations, arising from the business of dealing in securities or otherwise, to the Company and any of the Company's Group Companies which are now or at any time hereafter may be due or owing to the Company and/or the Company's Group Companies together with interest.~~

~~6.9 (a) The Client, as a continuing security for the payment and satisfaction of all monies and liabilities owed by the Client under this Agreement, all the margin requirements and, without prejudice to the aforesaid, all of the Client's obligations, arising from the business of dealing in securities or otherwise, to the Company and any of the Company's Group Companies which are now or at any time hereafter may be due or owing to the Company and/or the Company's Group Companies together with interest, charges by way of a first floating charge all the Collateral not at any time otherwise effectively charged or mortgaged by way of a first fixed charge under Clause 6.8.~~

~~(b) The first floating charge created by the Client under this Clause 6.9 shall crystallise into a first legal charge forthwith and automatically upon the earlier of (i) the creation and issue to or receipt by the Client of the relevant Collateral, (ii) any corporate action, legal proceedings or other formal procedure or formal steps taken in relation to the winding-up, dissolution or re-organisation of the Client, (iii) the occurrence of any Event of Default, (iv) any person taking any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Collateral, or (v) the issue of a written notice by the Company to the Client if the Company considers it desirable to convert any floating charge created pursuant to this Clause 6.9 in order to protect or preserve the security over the Collateral and/or the priority of the charge.~~

~~6.10 The charge as referred to in Clause 6.8 and Clause 6.9 shall be continuing notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owed by the Client to the Company and/or the Company's Group Companies notwithstanding the closing of any of the Client's accounts with the Company and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to the Company and/or the Company's Group Companies on any account or otherwise.~~

~~6.11 The Company shall have no obligation to release the charge as referred to in Clause 6.8 and Clause 6.9, unless (i) upon irrevocable payment in full of all sums which may be or become payable by the Client under this Agreement, all the margin requirements and all of the Client's obligations, arising from the business of dealing in securities or otherwise, to the Company and any of the Company's Group Companies, and (ii) upon the full performance of the Client's obligations thereunder, the Company will at the Client's request and expense release the charge as referred to in Clause 6.8 and Clause 6.9.~~

## 7. TRADING RECOMMENDATIONS

- 7.1 The Client acknowledges and agrees that the Client retains full responsibility for all trading decisions in the Account(s) and the Company is responsible only for the execution, clearing, and carrying of transactions in the Account(s); that the Company has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account(s) or any transaction therein; and that any advice or information provided by the Company, its employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and the Company shall be under no liability whatsoever in respect of such advice or information.

~~7.2 If the Company solicits the sale of or recommends any financial product to the Client, 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 Agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.~~

## 8. SETTLEMENT

- 8.1 The Client agrees to pay the Premium payable in respect of an Options Contract in cash in such amount and within such time period as notified by the Company. If no time period is specified by the Company, then the Client is required to comply with such demand before expiry of two hours from the time of making the demand (or more quickly if the Company requires the Client to do so). The Company may require the Client to make arrangements for payment of Premium in advance of accepting instructions from the Client or may impose other requirements from time to time for the payment of Premium as the Company in its absolute discretion thinks fit.

- 8.2 The Client acknowledges that on and 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 SEOCH from time to time and that the Client may instruct the Company to override these automatically generated exercise instructions before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH as amended from time to time.
- 8.3 In respect of the Client's short positions, in cases where the Client Contract is validly exercised (including cases pursuant to [Clause 8.4](#)), the Client shall fulfil his obligations under the relevant Client Contract by 3:15 p.m. on the Business Day following the day of exercise. In default thereof, without prejudice to other rights or remedies that the Company may have against the Client, the Company may without demand or notice cover any liability of the Client under any short positions or deal with the same in the manner deemed most appropriate by the Company. The Client agrees that the Client will be responsible for all the expenses of the Company in connection with the above and that the Company will not be liable for any loss that may thereby be incurred.
- 8.4 The Client understands and agrees that in accordance with the Options Trading Rules and Clearing Rules, SEOCH may randomly select any Options Trading Exchange Participant to exercise a Client Contract in a short open position in which case, that the Options Trading Exchange Participant shall randomly select a Client Contract from among all Client Contracts comprised in short open positions of clients in the same option series as that Client Contract. The Client Contract so selected shall, by operation of this Agreement and the Options Trading Rules and Clearing Rules, for all purposes be treated as having been validly exercised at the time of such selection. The Company shall notify the Client of the details of such exercise as soon as possible and in any event no later than 12:00 noon on the Business Day following the day of exercise.
- 8.5 Delivery obligation shall arise when a Client Contract is validly exercised. On exercise of a Client Contract by or against the Client, the Client will perform its delivery obligations under the relevant Contract in accordance with the Standard Contract and as the Client has been notified by the Company.
- 8.6 The Client hereby acknowledges that the Client shall be responsible to the Company for any losses, costs, fees and expenses (including legal costs) incurred by the Company (on an indemnity basis) in connection with the Client's failure to meet his obligations by the due date as described in this [Clause 8](#).
- 9. COMMISSIONS AND EXPENSES**
- 9.1 All transactions executed in pursuance of the instructions of the Client on the Exchanges shall be subject to a transaction levy and any other levies that the relevant Exchange from time to time may impose. The Company is authorised to collect any such levies in accordance with the rules prescribed by the relevant Exchange from time to time.
- 9.2 The Client shall on demand pay the Company Premium, commissions on purchases, sales and other transactions or services for the Account(s) at such rate and within such time period as the Company may from time to time have notified him, together with all stamp duties, bank charges, transfer fees, interest, custodial expenses and other expenses or charges in respect of or connected with the Account(s) or any transaction or services in relation thereto.
- 9.3 The Company shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any commissions, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by brokers or other agents to their clients. The Company shall also, at its absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any benefit relating to commissions or similar payments in connection therewith.
- 10. INTEREST**
- 10.1 The Client undertakes to pay interest to the Company in respect of any debit balance on the Account(s), any overdue balances or amount otherwise owing to the Company at any time (including interest arising after a judgement debt is obtained against the Client) at such rate as may be specified from time to time by the Company or failing any such specification at a rate equivalent to (3) three per cent per annum above the best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company.
- 11. FOREIGN CURRENCY TRANSACTIONS**
- 11.1 The Account(s) shall be in Hong Kong Dollars or such other currencies as the Company may agree from time to time and in the event that the Client instructs the Company to sell or purchase any Options Contracts or exercise any Options Contracts in a currency other than Hong Kong Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of the Client solely. Any conversion from one currency into another required to be made for performing any action or step taken by the Company under this Agreement may be effected by the Company in such manner and at such time as it may in its absolute discretion decide.

- 11.2 All payments to be made by the Client to the Company in a currency other than Hong Kong Dollars shall be in freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by the Company.

**12. SECURITIES IN THE ACCOUNT(S)**

- 12.1 The Client specifically authorises the Company, in respect of all securities deposited by the Client with the Company or purchased or acquired by the Company on behalf of the Client, and held by the Company for safe keeping, to register the same in the name of an associated entity or in the Client's name, or deposit 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 the Company or an associated entity of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities.
- 12.2 Any securities held by the Company, any associated entity of the Company, banker, institution, custodian or intermediary pursuant to [Clause 12.1](#) shall be at the sole risk of the Client and the Company 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.
- 12.3 If in relation to any securities deposited with the Company 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 benefit equal to the proportion of the securities held on behalf of the Client out of the total number or amount of such securities.
- 12.4 If in relation to any securities deposited with the Company but which are not registered in the name of the Client, and loss is suffered by the Company, 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.
- 12.5 Except as provided in [Clauses 12.6](#), the Company shall not, without the Client's oral or written authority or standing authority under the Client Securities Rule, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of Client's securities for any purpose.
- 12.6 The Company is authorised, pursuant to section 6(3) of the Client Securities Rules, to dispose or initiate a disposal by its associated entity of any of the Client's securities or securities collateral (and the Company shall have absolute discretion to determine which securities or securities collateral are to be disposed of) for the purpose of settling any liability owed by or on behalf of the Client to the Company, the associated entity or a third person.
- 12.7 The Company's obligations to deliver, to hold in safe custody or otherwise or to register in the Client's name, securities purchased or acquired by the Company on the Client's behalf shall be satisfied by the delivery, the holding or registration in the Client's name or 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 the Company on the Client's behalf (subject always to any capital reorganization which may have occurred in the meantime) and the Company 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 Where any securities are held in the Company's name, the name of any associated entity of the Company or the name of any nominee of the Company in accordance with [Clause 12.1](#), the Company will not attend any meeting or exercise any voting or other rights including the completion of proxies except in accordance with written instructions of the Client. Nothing in this Agreement shall in any way impose on the Company any duty to inform the Client or to take any action with regards the attendance of meetings and to vote at such meetings. The Company has no duty in respect of notices, communications, proxies and other documents, relating to the securities received by the Company or to send such documents or to give any notice of the receipt of such documents to the Client. The Company has the right to charge the Client for its services in taking any action pursuant to the Client's instruction.

**13. MONIES IN THE ACCOUNT(S)**

- 13.1 The Company shall be entitled to deposit all monies held in the Account(s) and all monies received for or on the account of the Client (less amounts lawfully payable by the Client to the Company, such as brokerage, fees, levies and amounts required to be deposited by the Client as Margin or SEOCH Collateral) with one or more segregated account(s) in Hong Kong, each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) or any other person approved by the SFC for the purposes of section 4 of the Client Money Rules. Unless otherwise agreed between the Client and the Company, any interest accrued on such monies shall belong to the Company absolutely.
- 13.2 The Client agrees and authorises the Company to deduct or withdraw Premium, commissions, charges, expenses, applicable levies imposed by the Exchange and any other sum payable by the Client from the Account(s), subject to applicable rules and regulations, including without limitation, the Client Money Rules.
- 13.3 The Company may set-off all or any part of the amounts due from the Client in respect of Margin, Settlement Amount and Premium against amounts due to the Client in respect of the Premium, Settlement Amount and surplus SEOCH Collateral, subject to applicable rules and regulations, including without limitation, the Client Money Rules.

#### 14. EVENT OF DEFAULT

- 14.1 Any one of the following events shall constitute an event of default ("Event of Default"):
- 14.1.1. the Client's failure to pay any deposits, Margins, Premium, exercise price of any Options Contract payable by it or any other sums payable to the Company in connection with the Account(s), or submit to the Company any documents or deliver any securities to the Company hereunder, when called upon to do so or on due date;
  - 14.1.2. default by the Client in the due performance of any of the terms of this Agreement including its delivery and settlement obligations and the observance of any by-laws, rules and regulations of the appropriate Exchanges and/or Clearing Houses;
  - 14.1.3. the Client's failure to liquidate any debit balance or any of the Client's Account(s), when called upon to do so or otherwise agreed;
  - 14.1.4. the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client;
  - 14.1.5. the death of the Client (being an individual);
  - 14.1.6. the levy or enforcement of any attachment, execution or other process against the Client;
  - 14.1.7. any representation or warranty made by the Client to the Company in this Agreement or in any document being or becoming incorrect or misleading;
  - 14.1.8. any consent, authorisation or board resolution required by the Client (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
  - 14.1.9. the occurrence of any event which, in the sole opinion of the Company, might jeopardize any of its rights under this Agreement; and
  - 14.1.10. the Company has made at least two attempts to demand from the Client any Margin, but, for whatever reason, has not been able to communicate directly with the Client.
- 14.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Company may have against the Client and without further demand or notice to the Client, the Company shall be entitled to:
- 14.2.1. decline to accept further instructions from the Client in respect of Exchange Traded Options Business;
  - 14.2.2. immediately close the Account(s);
  - 14.2.3. terminate all or any part of this Agreement;
  - 14.2.4. cancel any or all outstanding orders or any other commitments made on behalf of the Client;
  - 14.2.5. close out, give up or exercise any or all Client Contracts, cover any short position of the Client through the purchase of securities on the relevant Exchange(s) or, subject to Clauses 12.5 and 12.6 liquidate any long position of the Client through the sale of securities on the relevant Exchange(s);
  - 14.2.6. enter into Contracts, or into transactions in securities, futures or commodities (on an exchange or otherwise), for the purpose of meeting obligations arising or hedging risks to which the Company is exposed in relation to the Client's default;
  - 14.2.7. subject to Clauses 12.5 and 12.6, dispose of any or all of the Margin, SEOCH Collateral (other than cash) or securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) including SEOCH Collateral to discharge the Client's liabilities to the Company;
  - 14.2.8. combine, consolidate and set-off any or all accounts of the Client in accordance with [Clause 16](#); and
  - 14.2.9. take any action deemed fit by the Company in its absolute discretion.
- 14.3 In the event of any actions taken pursuant to this Clause:
- 14.3.1. the Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has already used reasonable endeavors to close out, give up or exercise Client Contracts, cover short positions through the purchase of securities or liquidate long positions at the then available market price;
  - 14.3.2. the Company shall be entitled to close out and/or liquidate all or any of the Client Contracts pursuant to this clause at the then current price with any of the Company's Group Companies without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Company and/or any of the Company's Group Companies; and

- 14.3.3. the Client undertakes to pay to the Company any deficiency if the net proceeds of sale and/or liquidation of Client Contracts shall be insufficient to cover all the outstanding balances owing by the Client to the Company.

#### 15. PROCEEDS OF SALE

- 15.1 Subject to Clauses 12.5 and 12.6, the proceeds of sale or liquidation of the Account(s) made under [Clause 14](#) shall be applied in the following order of priority and any residue shall be paid to the Client or to his/its order:
- 15.1.1. payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in closing out and/or liquidating all or any of the Client Contracts or properties in the Account(s) or in perfecting title thereto;
  - 15.1.2. payment of all interest due;
  - 15.1.3. payment of all monies and liabilities due, owing or incurred by the Client, to the Company; and
  - 15.1.4. payment of all monies and liabilities due, owing or incurred by the Client to any of the Company's Group Companies.
- 15.2 Subject to the Client Money Rules, any dividends, interest or other payments which may be received or receivable by the Company in respect of any Client Contract or Margin may be applied by the Company as though they were proceeds of sale hereunder notwithstanding that the power of sale may not have arisen and notwithstanding that subsequent to the execution of this Agreement the Company may have paid any of the said dividends, interest or other payments to the Client.

#### 16. SET-OFF, LIEN AND COMBINATION OF ACCOUNTS

- 16.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Company may be entitled under laws or this Agreement, all Options Contracts, securities, Margin, Premium, receivables, monies and other property of the Client (in the name of the Client or jointly with others) held by or in the possession of the Company at any time shall be subject to a general lien in favor of the Company [and on trust for itself and any of the Company's Group Companies](#) as continuing security to offset and discharge all of the Client's obligations, arising from the business of dealing in Options Contracts, to the Company and any of the Company's Group Companies, including but not limited to Haitong International Nominees Company Limited, Haitong International Futures Limited, Haitong International Bullion Limited, Haitong International Investment Services Limited and Haitong International Finance Company Limited.
- 16.2 In addition and without prejudice to any general liens or other similar rights which the Company, [and on trust for itself and any of the Company's Group Companies](#), may be entitled under law or this Agreement and subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, the Company for itself and as agent for any of the Company's Group Companies, at any time without notice to the Client, may combine or consolidate any or all accounts, of any whatsoever and either individually or jointly with others, with the Company or any of the Company's Group Companies and the Company may set-off or transfer any monies, Options Contracts, securities, Margin, Premium or other property in any such accounts to satisfy obligations or liabilities of the Client to the Company or any of the Company's Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.
- 16.3 Without limiting or modifying the general provisions of this Agreement and subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, the Company may, without notice, transfer all or any sum or properties interchangeably between any of the accounts maintained at any time by the Client with the Company and any of the Company's Group Companies.

#### 17. CONTRACT SPECIFICATIONS, MARGIN PROCEDURES AND CLOSURE OF POSITIONS

- 17.1. Without prejudice to the Company's rights under [Clause 14.2](#) above, the Company may, without the Client's consent, close all or any of the Client's positions if the Company is of the opinion that there has been a change or development involving a prospective change:
- 17.1.1. 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 the Company likely to result in a material or adverse fluctuation in the stock market or options market in Hong Kong and/or overseas; or
  - 17.1.2. which is or may be of a material adverse nature affecting the condition or operations of the Client.
- 17.2. The Company shall provide to the Client upon written request Contract Specifications or other product specifications, any prospectus or other offering document covering such products, and shall provide to the Client a full explanation of margin procedures. The circumstances in which a Client's position may be closed without the Client's consent are set out in [Clause 6, 8.3, 14, 16, 17.1 and 19.5](#).

## 18. STANDING AUTHORITIES

- 18.1 The Client Money Standing Authority covers money held or received by the Company in Hong Kong (including any interest derived from the holding of the money which does not belong to the Company) in one or more segregated account(s) on the Client's behalf ("Monies"), such authority is subject to applicable rules and regulations.
- 18.2 The Client authorizes the Company to:
- 18.2.1. combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company or any of the Company's Group Companies and the Company may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to the Company or any of the Company's Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several;
- 18.2.2. transfer any sum of Monies interchangeably between any of the segregated accounts maintained by the Company or any of the Company's Group Companies and/or any segregated accounts opened and maintained by the Company or any of the Company's Group Companies with broker(s) and/or clearing firm(s) (whether they are the Company or any of the Company's Group Companies' associated companies or not) outside Hong Kong at any time for the purpose of satisfying margin requirement, dealing, clearing and/or settlement requirement of securities, futures contract and/or other financial products (where applicable);
- 18.2.3. keep the Monies with broker(s) and/or clearing firm(s) outside Hong Kong after trading to facilitate future dealing, clearing and/or settlement of securities, futures contract and/or other financial product (where applicable); and
- 18.2.4. convert the Monies into any other currency(ies), for any of the abovementioned purposes (where applicable).
- 18.3 The Client Securities Standing Authority is in respect of the treatment of the Client's securities as set out below in this Clause 18.
- 18.4 The Client authorizes the Company to deposit the securities with the SEOCH as SEOCH collateral in respect of Exchange Traded Options Business resulting from the Client's instructions to the Company.
- 18.5 The Client acknowledges and agrees that the Company may do any of the things set out in Clauses 18.2 and 18.4 without giving the Client notice.
- 18.6 The Client also acknowledges that:
- 18.6.1 the Client Money Standing Authority is given without prejudice to other authorities or rights which the Company or any of the Company's Group Companies may have in relation to dealing in Monies in the segregated accounts; and
- 18.6.2 the Client Securities Standing Authority shall not affect the Company's right to dispose or initiate a disposal by the Company's associated entity of the Client's securities or securities collateral in settlement of any liability owed by or on behalf of the Client to the Company, the associated entity or a third person.
- 18.7 The Client understands that a third party may have rights to the Client's securities, which the Company must satisfy before the Client's securities can be returned to the Client.
- 18.8 Each of the Client Money Standing Authority and the Client Securities Standing Authority is valid for a period of 12 months from the date of this Agreement, subject to renewal by the Client or deemed renewal under the Client Money Rules or Client Securities Rules (as the case may be) referred to in Clause 18.10.
- 18.9 Each of the Client Money Standing Authority and the Client Securities Standing Authority may be revoked by giving the Company written notice addressed to the Customer Service Department at the Company's address specified in the Account Opening Form or such other address which the Company may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of the Company's actual receipt of such notice.
- 18.10 The Client understands that each of the Client Money Standing Authority and the Client Securities Standing Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues the Client a written reminder at least 14 days prior to the expiry date of the relevant authority, and the Client does not object to such deemed renewal before such expiry date.

## 19. ELECTRONIC SERVICES

- 19.1 Unless otherwise specified, this clause is made without prejudice and in addition to all the other provisions in this Agreement. Please note the risk disclosure statements in the attached Appendix 1 relating to services provided through electronic means.

- 19.2 The Company may provide the Client with Electronic Services, and the Client hereby requests the provision of such services, upon the terms and conditions as embodied in this Agreement, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by the Company.
- 19.3 The Client may from time to time instruct the Company, to purchase and/or sell Options Contracts and to carry on instructions for effecting transactions of Exchange Traded Options Business for the Account(s) or otherwise deal with securities, Contracts, receivables or monies on behalf of the Client through the Electronic Services.
- 19.4 The Client agrees that the Client shall be the only authorised user of the Electronic Services under this Agreement. The Client shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to the Client by the Company.
- 19.5 The Client acknowledges and agrees that the Client shall be wholly and solely responsible for all instructions entered through the Electronic Services. The Client further acknowledges that the Electronic Services, Haitong International Mail, the Company's website, and the software comprised in them, are proprietary to the Company. 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 unauthorised access to, any part of the Electronic Services, Haitong International Mail, the Company's website, and any of the software comprised in them. The Client agrees that the Company shall be entitled to close any or all of the Account(s) immediately without notice to the Client, and the Client acknowledges that the Company may take legal action against the Client, if the Client at any time breaches this warranty and undertaking or if the Company at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify the Company immediately if the Client becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.
- 19.6 As and when the Company allows the Client to open an Account on-line with the Company, in addition to completing and returning this Agreement through the Internet, the Client agrees to return to the Company the hard copy of this Agreement (including the Account Opening Form, Client Information Statement and applicable Risk Disclosure Statements) duly completed and executed.
- 19.7 Unless otherwise agreed between the Company and the Client, the Company will not execute any trading orders of the Client until there are sufficient cleared funds, Margin, securities or other assets acceptable to the Company in the Client's Account(s) to settle the Client's transactions and upon receipt of the documents as stated in [Clause 18.6](#).
- 19.8 The Company will not be deemed to have received the Client's instructions or have executed the Client's orders unless and until the Client is in receipt of the Company's message acknowledging receipt or confirming execution of the Client's orders, either electronically or by hard copy.
- 19.9 The Client acknowledges and agrees that, as a condition of using the Electronic Services to give instructions, the Client shall immediately notify the Company if:
- 19.9.1 an instruction has been placed through the Electronic Services and the Client has not received an instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
- 19.9.2 the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which the Client did not instruct or any similar conflict;
- 19.9.3 the Client becomes aware of any of the acts stated in [Clause 18.5](#) being done or attempted by any person;
- 19.9.4 the Client becomes aware of any unauthorised use of the Client's Access Codes;
- 19.9.5 the Client has difficulties with regard to the use of the Electronic Services; or
- 19.9.6 the Client has lost the SIM Card.
- 19.10 The Client agrees to review every order before entering it as it may not be possible to cancel the Client's instructions once given.
- 19.11 The Client agrees that the Company shall not be liable for any loss or damage the Client or any other person may suffer as a result of using or attempting to use the Electronic Services unless such loss or damage are caused by wilful default or gross negligence on the part of the Company. The Client further undertakes to indemnify the Company, on a full indemnity basis, on demand, for any loss or damage the Company may suffer as a result of the use of the Electronic Services except to the extent that such loss or damage is outside the Client's control.
- 19.12 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 subject to the right of the Company to obtain such information regarding the verification of the Client's identity as it may from time to time think fit.

19.13 The Client acknowledges that Exchanges and certain associations may assert proprietary interests and rights over all 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 the Company does not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to the Client through the Electronic Services). The Company 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, message or information whether due to any act of the Company; or (5) by any forces beyond the control of the Company.

## 20. REPRESENTATIONS AND WARRANTIES

20.1 The Client hereby represents and warrants to the Company on a continuing basis that:

20.1.1. (in case of a corporation) it is validly incorporated and existing under the laws of its country of incorporation and has full power and capacity to enter into and perform its obligations hereunder; its entry into this Agreement has been duly authorised by its governing body and is in accordance with the memorandum and articles of association or by-laws as the case may be of the Client;

20.1.2. neither the signing, delivery or performance of this Agreement nor any instructions given hereunder will contravene or constitute a default under any existing applicable law, statute, ordinance, rule or regulation or judgment or cause to be exceeded any limit by which the Client or any of the Client's assets is bound; it has obtained and maintained in full force and effect any necessary consents, licenses and authorities;

20.1.3. save as otherwise disclosed to the Company in writing, all transactions to be effected under this Agreement are for the benefit of the Client and no other party has any interest therein;

20.1.4. if the Client requests the Company to operate the Account as an Omnibus Account, the Client confirms and agrees that it will immediately notify the Company of the identity of any person(s) ultimately beneficially interested in the Client Contracts;

20.1.5. subject to any security interest of any of the Company's Group Companies created pursuant to any agreement between the Client and the Company's Group Company, all securities provided by the Client for selling or crediting into the Account(s) are fully paid with valid and good title and free from any encumbrances and whose legal and beneficial titles are owned by the Client;

20.1.6. the information contained in the Client Information Statement or other information supplied by or on behalf of the Client to the Company in connection with the Account(s) is complete, true and correct. The Company is entitled to rely on such information until written notice from the Client of any changes therein has been received by the Company; and

20.1.7. unless prior written approval of the Exchange has been obtained to the opening of the Account(s), (i) the Client, or (ii) in the case of a partnership, the partners, or (iii) in the case of a corporation, its directors or authorised personnel who have been duly authorised to operate the Account(s), 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(s).

20.2 If the Client effects transactions for the account of his clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of the Client, the Client hereby agrees that, in relation to a transaction where the Company has received an enquiry from SEHK and/or SFC ("Hong Kong Regulators"), the following provisions shall apply:

20.2.1 Subject to as provided below, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) who originated the transaction.

20.2.2(a) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction.

(b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Company when his discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.

(c) If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Company when his discretion to invest on behalf of the beneficiary of such scheme, account or trust has been overridden. In case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transaction.

20.2.3 If the Client is aware that his client is acting as intermediary for its underlying client(s), and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, the Client confirms that:

(a) the Client has arrangements in place with his client which entitle the Client to obtain the information set out in [Clauses 20.2.1 and/or 20.2.2](#) from his client immediately upon request or procure that it be so obtained; and

(b) the Client will, upon request from the Company in relation to a transaction, promptly request the information set out in sub-clauses 20.2.1 and/or 20.2.2 from his client on whose instructions the transaction was effected, and provide the information to the Hong Kong Regulators as soon as it is received from his client or procure that it be so provided.

20.2.4 The above terms shall continue in effect notwithstanding the termination of this Agreement.

20.3 The Client undertakes to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by the Company for the performance or implementation of this Agreement or any parts thereof.

20.4 The Client must notify the Company when a sale order relates to securities which the Client does not own i.e. where it involves short selling (including where the Client has borrowed stock for the purposes of the sale). The Client acknowledges and agrees that no short selling orders will be accepted by the Company unless the Client provides the Company with such confirmation, documentary evidence and assurance as the Company in the Company's opinion considers necessary to show that the Client has a presently exercisable and unconditional right to vest such securities in the purchaser before placing any short selling order.

20.5 The Client agrees not to pledge or charge any Client contacts, securities, margin or monies forming part of any Account(s) without the prior consent of the Company, or to sell, grant an option over, or otherwise deal in any Options Contracts, securities, Margin or monies forming part of the Account(s).

20.6 The Company and the Client undertake to inform each other of any material change to the information provided in this Agreement. In particular, the Company and the Client agree that:

20.6.1 the Company will notify the Client of any material change to its business which may affect the services provided by the Company to the Client; and

20.6.2 the Client will notify the Company of any change of name and address and provide supporting documents as reasonably required by the Company.

## 21. LIABILITIES AND INDEMNITIES

21.1 Neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client as a result of:

21.1.1. the Company acting or relying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by the Company or by any of its directors, employees or agents; or

21.1.2. any condition or circumstances which are beyond the reasonable control or anticipation of the Company, its directors, employees and agents, including but not limited to any delays or failures in the transmission of orders due to disruption, breakdown, failure or malfunction of transmission of communication facilities, failure of electronic or mechanical equipment, telephone or other interconnection problems, unauthorised use of Access

Codes, prevailing fast market conditions, governmental agency or exchange actions, theft, war (whether declared or not), severe weather, earthquakes and strikes; or

21.1.3. the Company exercising any or all of its rights conferred by the terms of this Agreement; or

21.1.4. any conversion of one currency to another pursuant to, in relation to or arising from this Agreement.

21.2 Without limiting the generality of [Clause 21.1](#) above, neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any inconvenience, delay or loss of use of the Electronic Services or any delay or alleged delay in acting or any failure to act on any instruction given by the Client to the Company, even if the Company has been advised of the possibility of such loss or damage.

21.3 The Client undertakes to indemnify and keep indemnified the Company in respect of any costs, claims, demands, damages and expenses whatsoever which may be suffered or incurred by the Company directly or indirectly arising out of or in connection with any transaction entered into by the Company in connection with the Account(s) or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by the Company in accordance with the terms of this Agreement or pursuant to any Client's instruction or communication. The Client also agrees to pay promptly to the Company, on demand, all damages, costs and expenses (including legal expenses on a full indemnity basis) incurred by the Company in the enforcement of any of the provisions of this Agreement.

21.4 Without prejudice to [Clause 21.3](#), the Client undertakes to indemnify and keep indemnified the Company and its officers, employees and agents for any loss, cost, claim, liability and expense arising out of or connected with any breach by the Client of its obligations under this Agreement, including any costs reasonably and necessarily incurred by the Company in collecting any debts due to the Company or in connection with the closure of the Account(s).

21.5 The above terms shall continue to take effect notwithstanding the termination of this Agreement.

## 22. NOTICES, CONFIRMATIONS AND STATEMENTS

22.1 Reports, written confirmations, statements of the Account(s), notices, and any other communications may be transmitted to the Client (who, in the case of a joint account without nominating a person therefor, will be deemed for these purposes to be the Client whose name first appears in the Account Opening Form) at the address, telephone, fax or telex number given in the Account Opening Form or Client Information Statement, or at such other address, telephone, fax or telex number as the Client hereafter shall notify the Company in writing, and all communications so transmitted, whether by mail, telegraph, telephone, messenger or otherwise, shall be deemed transmitted when telephoned when deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not.

22.2 Written confirmation of the execution of the Client's orders and statements of the Account(s) shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address stated in the Account Opening Form (or such other address communicated in writing by the Company) within 2 days after transmittal thereof to the Client, by mail or otherwise.

22.3 Any notice or other communications including, but limited to, written confirmations and statements of the Client's Account(s) delivered to the Client by the Company under this Agreement if by electronic devices through Halting International Mail or otherwise shall be deemed made or given upon transmission of the message to the Client.

## 23. WAIVER AND AMENDMENT

23.1 The Company may at its discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to the Client a notice in writing setting out such amendment, deletion, substitution or addition. Such variation of this Agreement shall be deemed to have been accepted by the Client unless written notice of objection is received by the Company within (14) fourteen business days after despatch of such notification by the Company.

## 24. JOINT CLIENTS

24.1 Where the Client consists of more than one person:

24.1.1. the liability 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;

24.1.2. the Company shall be entitled to, but shall not be obliged to, act on instructions or requests from any of them;

24.1.3. 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; and

24.1.4. the Company 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.

24.2 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 Agreement shall not be terminated and the interest in the Account(s) of the deceased will thereupon vest in and endure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by the Company against such deceased Client's estate. The surviving Client(s) shall give the Company written notice immediately upon any of them becoming aware of any such death.

## 25. CONFLICT OF INTEREST

25.1 The Company and its directors, officers or employees may trade on its/their own account or on the account of any of the Company's Group Companies subject to any applicable regulatory requirements.

25.2 The Company may buy, sell, hold or deal in any Options Contracts or take the opposite position to the Client's order whether it is on the Company's own account or on behalf of its other clients.

25.3 The Company may match the Client's orders with those of other clients.

25.4 The Company may effect transactions in Options Contracts where the Company or any of its Group Companies has a position in the underlying securities or is involved with those Options Contracts or securities as underwriter, sponsor or otherwise.

25.5 In any of the above-mentioned events the Company shall not be obliged to account for any profits or benefits obtained.

## 26. ANTI-MONEY LAUNDERING AND SANCTIONS

26.1 Notwithstanding any other provision of this Agreement to the contrary, the Company is not obliged to do or omit to do anything if it would, or might in the Company's reasonable opinion, constitute a breach of any laws in respect of AML/CTF applicable to the Company.

26.2 The Client represents on a continuing basis that neither the Client nor any of its Related Persons (a) is a Restricted Party; or (b) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority; and (c) will promptly notify the Company in writing of any changes to your sanctions status or any sanctions-related activity in connection with this Agreement.

26.3 The Client shall (and shall procure each of its Related Persons to) ensure that (a) none of the transactions and services contemplated under this Agreement shall be used in connection with any Restricted Activity; and (b) none of the proceeds of any such transactions or services will be directly or indirectly paid, lent, contributed, used or otherwise made available to fund or support any Restricted Activity; and (c) all funds used in connection with this Agreement are derived from legitimate sources and not from any Restricted Activity.

26.4 Where (a) the Client or any of its Related Persons is or becomes a Restricted Party or (b) the Company reasonably believes that the dealings with the Client or any of its Related Persons (including but not limited to any transactions or services contemplated by this Agreement) has led or may lead to any Company's Group Companies being in breach of any Sanctions, the Company may immediately and without notice to the Client cease any further dealings with the Client and terminate this Agreement. The Company shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses directly or indirectly incurred by the Client as a result of such cessation of dealings or termination of this Agreement under this clause.

26.5 Without prejudice to any other provisions in this Agreement, the Client shall upon demand indemnify the Company against any loss, claim, liability or expense, including legal and other professional fees, asserted against or incurred by the Company as a direct or indirect result of (a) any misrepresentation by the Client under Clause 26.2; or (b) any breach or alleged breach of the undertaking by the Client under Clause 26.3. This Clause 26.5 survives any termination of this Agreement.

26.6 The Client must provide to the Company upon request all information and documents that are within the Client's possession, custody or control and requested by the Company at its discretion to enable the Company to comply with applicable laws and relevant internal policies and procedures. The Client undertakes to notify the Company of such matter as may be prescribed or accepted by the Company of any change of contact details (including but not limited to address, telephone number, email address and fax number) or any change or addition of material information (including but not limited to directors, partners, beneficial owners, shareholders, controllers, legal status and constitutional documents).

26.7 Where the Client or any other person in connection with the Client and/or this Agreement fails to provide promptly information or documents reasonably requested by the Company, the Company may be unable to provide new, or continue to provide all or part of the services to the Client and the Company reserves the right to terminate the business relationship with the Client; and block or close the Client's accounts at its sole discretion to enable the Company to comply with applicable laws and relevant internal policies and procedures.

26.8 The Company and its affiliates are required to act in accordance with applicable laws and request of Government Authorities operating in various jurisdictions. These relate, amongst others, to the prevention of money laundering, terrorist financing and the provision of financial or other services to any persons or entities which may be subject to Sanctions. The Client agrees that the Company may take any action, in its sole and absolute discretion it considers appropriate including but not limited to disclosing any information concerning the Client, persons connected with the Client and/or this Agreement to any law enforcement entity, regulatory agency or court (in any jurisdiction) where required by such requests or any law.

26.9 Such action may include, but is not limited to, the interception and investigation of any payment messages and other information or communications sent to or by the Client or on the Client's behalf and making further inquiries as to whether a name which might refer to a person or entity subject to Sanctions and whether that name actually refers to that person or entity.

26.10 The Client agrees that the Company may take a sufficient time to consider, investigate, verify or to intercept a transaction, if the Client or any other person in connection with the Client and/or this Agreement becomes a person subject to Sanctions, or upon the occurrence of a match on the Company's Sanction or other AML/CTF-related filters. In certain circumstances, those aforesaid actions taken by the Company may prevent or cause a delay in the process of certain information, instructions and/or transactions.

26.11 The Company and no Group Company will be liable for any Loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising in connection with this Clause 26.11. In addition, the Client acknowledges that neither the Company nor any Group Company is required to provide reasons for any decisions it makes, including (without limitation) actions taken or not taken, or unless expressly required by applicable law.

26.12 The Client agrees to exercise its/his/her rights and perform its/his/her obligations under this Agreement in accordance with all applicable AML/CTF and other laws.

26.13 The Client declares that it/he/she is acting on its/his/her own behalf and not in a trustee or agency capacity unless otherwise disclosed to the Company with details of the ultimate beneficiary for whom the Client is trading, and agrees to provide evidence of due authority and specimen signatures for each authorised person.

## **27. TERMINATION**

27.1 Without prejudice to Clauses 14, 20.2 and 21, this Agreement shall continue in effect until terminated by either party giving not less than seven (7) business days prior written notice to the other.

27.2 Service of notice of termination by the Client pursuant to Clause 27.1 shall not affect any transaction entered into by the Company pursuant to this Agreement before the notice has been actually received by the Company.

27.3 Termination of this Agreement shall not affect any outstanding orders or any legal rights or obligations which may already have arisen.

27.4 Notwithstanding Clause 27.1, the Client shall have no right to terminate this Agreement if the Client has open positions or outstanding liabilities or obligations.

27.5 Clauses 20.2, 21, 22, 26.5, 31.4, 32 and 33 shall survive the termination of this Agreement.

## **28. SEVERABILITY**

28.1 Each of the provisions of this 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.

## **29. ASSIGNABILITY**

29.1 The provisions of this Agreement shall be binding on and enure to the benefit of the successors, assigns and personal representatives (where applicable) of each party hereto provided that the Client may not assign, transfer, charge or otherwise dispose of any of the Client's rights or obligations hereunder without the prior written consent of the Company. The Company may assign all or a part only of its rights and obligations under this Agreement to any person without the prior consent or approval of the Client.

## **30. THIRD PARTY RIGHTS**

30.1 Subject to Clause 29, a person who is not a party to this Agreement has no right under the Third Parties Ordinance to enforce or to enjoy the benefit of any term of this Agreement.

30.2 This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- (a) a Group Company may enforce any rights or benefits in this Agreement;
- (b) a Group Company may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in this Agreement; and
- (c) a person who is a permitted successor or assignee of the rights or benefits of this Agreement may enforce those rights or benefits.

30.3 No consent from the persons referred to in this Clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

## **31. GENERAL**

31.1 The Client hereby authorises the Company to conduct a credit enquiry (or a personal credit enquiry in case of an individual client) or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.

31.2 Nothing herein contained shall place the Company under any duty to disclose to the Client any fact or thing which comes to its notice in the course of acting in any capacity for any other person or in its own capacity.

31.3 Whenever the Company deals with the Client, it will always be on the basis that only the Client is the Company'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 him to the Company, he will not be the Company's client and the Company 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 the terms and conditions of this Agreement in connection with or on behalf of any such person.

31.4 The Company may obtain confidential information relating to the Account(s), the Client (including the Client's affiliates and subsidiaries (together with the Client, the "Client Group")) and the respective directors, shareholders, employees, officers, consultants and agents of the Client Group (each a "Representative") during the ordinary course of the Client's relationship with the Company. The Client hereby expressly agrees that:

- (i) the Company may disclose any or all such information relating to the Account(s), the Client Group and/or the Representatives to any third party (including any Group Company), as it considers necessary to comply with any laws, regulations, orders, judgments, guidelines, policies, measures, arrangements, requests or other requirements issued by any legal, regulatory, governmental, tax, enforcement, administrative or statutory authority, stock exchange or clearing house, or other self-regulatory or industry bodies or associations both within and outside Hong Kong, including but not limited to, the PRC (collectively, the "Authorities" and each an "Authority"), without further consent from or notification to the Client in any case;
- (ii) any Group Company may disclose any or all such information relating to the Account(s), the Client Group and/or the Representatives to any third parties, including but not limited to, an Authority, as may be required for such Group Company to comply with any laws, regulations, orders, judgments, guidelines, policies, measures, arrangements, requests or other requirements issued by such Authority, without further consent from or notification to the Client; and
- (iii) the Company may disclose any or all such information relating to the Account(s), the Client Group and/or the Representatives to any Group Company as it considers necessary, without further consent from or notification to the Client.

31.5 Without limiting the generality of the Clause 31.4, the Client acknowledges and agrees that the Company shall keep information relating to the Account(s) confidential, but may provide any such information to the SFC, the SEHK and Clearing Houses to comply with their requirements or requests for information.

31.6 Time shall in all respects be of essence in the performance of all of the Client's obligations under this Agreement.

31.7 A failure or delay in exercising any right, power or privilege in respect of this 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 future exercise of that right, power or privilege.

31.8 If the Company fails to meet its obligations to the Client under this Agreement and the Client thereby suffers a pecuniary loss, the Client shall have a right to claim under the Compensation Fund established under the Securities Ordinance, subject to the terms of the Compensation Fund from time to time. The Client's right to claim under the Compensation Fund shall be restricted to the extent provided for in the Securities Ordinance.

31.9 The Client hereby declares that the Company has provided to the Client the following information in accordance with the Options Trading Rules:

29.9.1. the category of Options Exchange Participants under which the Company is registered; and

29.9.2. the full name and contact details of the Options Officer or Options Representative who will be primarily responsible for the Client's affairs.

31.10 The Client hereby declares that he has read the English/Chinese version of this Agreement in a language of his choice and that the contents of this Agreement have been fully explained to him by the Company in a language that the Client prefers and understands and that the Client accepts and agrees to be bound by this Agreement.

31.11 In the event of any difference in interpretation or meaning between the Chinese and English versions of this Agreement, the Client and the Company agree that the English version shall prevail.

## 32. GOVERNING LAW

32.1 This Agreement and all rights, obligations and liabilities arising out of and in connection with it shall be governed by and construed in accordance with the laws of Hong Kong.

## 33. JURISDICTION

33.1 The courts of Hong Kong have non-exclusive jurisdiction to resolve any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

33.2 The Client irrevocably waive any objection which it/he/she may have now or in future to the laying of the venue of any proceedings arising out of or in connection with this Agreement ("Proceedings") in the courts of Hong Kong and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment in any such Proceedings brought in such courts shall be conclusive and binding upon it/him/her and may be enforced in any other jurisdiction.

33.3 Nothing in this Clause 33 shall prevent the Company from taking or limit the rights of the Company to take Proceedings against the Client in any other courts of competent jurisdiction. To the extent allowed by law, the Company may take concurrent Proceedings in any number of jurisdictions, and the taking of Proceedings by the Company against the Client in one or more jurisdictions shall not preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.

## Appendix 1

### RISK DISCLOSURE STATEMENT FOR OPTIONS TRADING

#### 1. RISK OF SECURITIES TRADING

You acknowledge that the prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities. This is a risk that you are prepared to accept.

#### 2. RISK OF MARGIN TRADING

You acknowledge that the risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. You understand that market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional Margin deposits or interest payments. You understand and accept that if the required Margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your Account(s) and interest charged on his Account(s). You acknowledge that you should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

#### 3. RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

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

4.1 There is a risk if you provide the Company with an authority that allows it to lend apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

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

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

4.4 You are not required by any law to sign the authorities. But an authority may be required by the Company, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be loaned to or deposited as collateral with third parties. The Company should explain to you the purposes for which one of these authorities is to be used.

4.5 If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the Company is responsible to you for your securities or securities collateral lent or deposited under the authority, a default by us could result in the loss of your securities or securities collateral.

4.6 A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, you should not sign the authorities and should ask to open this type of cash account.

#### 5. RISK OF TRADING FUTURES AND OPTIONS

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

## 6. ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING

### (1) Effect of "Leverage" or "Gearing"

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

### (2) Risk-reducing orders or strategies

The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

## Options

### (3) Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

## Additional Risks Common to Futures and Options

### (4) Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

### (5) Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge fair value.

### (6) Deposited cash and property

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

### (7) Commission and other charges

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

### (8) Transactions in other jurisdictions

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

### (9) Currency risks

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

### (10) Trading facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

### (11) Electronic trading

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

### (12) Services provided through electronic means

Due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication. Transactions conducted via electronic means are subject to delays in transmission and receipt of your instructions or other information, delays in execution or execution of your instructions at prices different from those prevailing at the time your instructions were given, transmission interruption or blackout. There are risks of misunderstanding or errors in communication. It is also usually not possible to cancel an instruction after it has been given.

### (13) Off-exchange transactions

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

### (14) Risk of providing an authority to hold mail or to direct mail to third parties

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

### (15) External position transfer arrangement for the Client Offset Claim Account ("COCA") in DCASS under the Company's default situation

The Client acknowledges that as offset may be available between the positions pairs belonging to different clients maintained in the COCA, any request for external transfer of positions from the COCA under the Company's default situation must be for ALL but not part of the positions. As a result, in a default scenario, no position maintained in the COCA could be externally transferred to another company if one or more clients with positions in COCA do not wish to transfer out their positions for whatever reasons.

### (16) If the Client wishes to access trade documents ("e-Statement Service") through websites, the Client understands and accepts the following risks and matters:

- Appropriate computer equipment and software, internet access and a specific email address provided and designated by the Client are required for using the "e-Statement Service";
- Internet and email services may be subject to certain IT risks and disruption;
- The Client may incur additional costs for using the "e-Statement Service";
- Email will only be our notice that trade documents have been posted on the Company's website, and the Client should check his designated email address regularly for such notice;

- (e) Revocation of consent to the provision of trade documents by access through websites will be subject to the giving of such advance notice by the Client as the Company may require;
- (f) The Client may be required to pay a reasonable charge for obtaining a hard copy of any trade document that is no longer available for access and downloading through the Company's website;
- (g) Inform the Company as soon as practicable upon a change in the designated email address;
- (h) Promptly review the trade documents posted on the Company's website upon receiving the notice from the Company to ensure that any errors are detected and reported to the Company as soon as practicable; and
- (i) Save an electronic copy in his own computer storage or print a hard copy of the trade documents for future reference.

## Appendix 2

### SEOCH Collateral Standing Authority

To: Haitong International Securities Company Limited  
 15/F, One Island South,  
 2 Heung Yip Road, Wong Chuk Hang,  
 Hong Kong.

#### Authority under Securities and Futures (Client Securities) Rules

This letter of authority is in respect of the treatment of my/our securities or securities collateral in relation to Exchange Traded Options Business (as defined in the Options Trading Rules of SEHK) as set out below.

Unless otherwise defined, the terms used in this letter shall have the same meanings as in the Securities and Futures Ordinance, the Securities and Futures (Client Securities) Rules, Options Trading Rules of SEHK, Rules of SEHK and Rules of SEOCH as amended from time to time.

This letter authorises you to\* deposit any of my/our securities with the SEOCH as SEOCH collateral in respect of Exchange Traded Options Business resulting from my/our instructions to you.

You may do any of these things without giving me/us notice. I/We acknowledge that this authority shall not affect your right to dispose or initiate a disposal by your associated entity of my/our securities or securities collateral in settlement of any liability owed by or on behalf of me/us to you, the associated entity or a third person.

This authority is given to you in consideration of your agreeing to continue to maintain the options trading account(s) for me/us.

I/We understand that a third party may have rights to my/our securities, which you must satisfy before my/our securities can be returned to me/us.

This authority is valid for a period of 12 months from the date of this letter.

This authority may be revoked by giving you written notice addressed to the Customer Service Department at your address specified above. Such notice shall take effect upon the expiry of 14 days from the date of your actual receipt of such notice.

I/We understand that this authority may be deemed to be renewed on a continuing basis without my/our written consent if you issue me/us a written reminder at least 14 days prior to the expiry date of this authority, and I/we do not object to such deemed renewal before such expiry date.

In the event of any difference in interpretation or meaning between the Chinese and English version of this authority, I/we agree that the English version shall prevail.

This authority has been explained to me/us and I/we understand and agree with the contents of this authority.

## Appendix 3

### FATCA Policies of Haitong International Securities Group Limited and its subsidiaries (together "HTISG")

Please refer to FATCA Policies of Haitong International Securities Group Limited and its subsidiaries (together "HTISG")

## APPENDIX 4

### Data Privacy Policy of HTISG

1. Haitong International Securities Group Limited and its subsidiaries (together, "HTISG") want to provide the best service possible to customers and relevant individuals (namely "Data Subject(s)").
2. One way that HTISG does this is by using Data Subjects' information to provide Data Subjects with convenient access to the various products and services. HTISG also recognizes that Data Subjects have important expectations regarding the use of that information.
3. Safeguarding Data Subjects' information is a matter that HTISG takes seriously. That is why HTISG has set forth this Data Privacy Policy ("Policy") to affirm long-standing commitment to personal data protection.
4. From time to time, it is necessary for HTISG to collect, process, use, store, disclose and transfer the Data Subjects' personal data ("Data") as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) ("PDPO"), EU General Data Protection Regulation ("GDPR") or any other applicable laws.

HTISG collects, processes, uses, stores, discloses and transfers the Data in accordance with the laws, regulations, rules and ordinances of the jurisdiction where HTISG is incorporated, the jurisdiction where the Data Subjects reside and other relevant jurisdictions that are applicable to the collection and processing of Data under this Policy (collectively "Applicable Laws").

The term "Data Subject(s)", wherever mentioned in this Policy, includes the following categories of individuals:

- applicants for or customers, authorized signatories, policy holders, beneficiaries and other users of financial, insurance, securities, commodities, investment, credit and related services and products and facilities and so forth provided by HTISG;
- sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to HTISG;
- directors, shareholders, employees, officers, consultants and agents of any corporate applicants (and such corporate applicant's affiliates and subsidiaries) and data subjects/users; and
- suppliers, contractors, service providers, agents and other contractual counterparties of HTISG.

For the avoidance of doubt, "Data Subjects" shall not include any incorporated bodies.

5. HTISG may collect the Data from Data Subjects in connection with the opening or maintenance of accounts and the establishment or maintenance of credit facilities or provision of financial, insurance, securities, commodities, investment and related products and / or services or discharging duties under applicable contract or Applicable Laws. The Data may be collected through account opening process, using electronic service(s) provided by HTISG or when submitting other forms and materials to HTISG. KYC process, provision of financial products and services, etc. Typical information HTISG collects from Data Subjects may include but not limited to Data Subjects' name, age, occupation, marital status, e-mail address, telephone number, personal identity information, electronic signature, individuals' biometric data (including but not limited to fingerprint or facial images of a Data Subject which could be used to identify such Data Subject), address and other contact information, position within an organization, details of any affiliation with a professional body, financial information, credit history, source of wealth, risk tolerance, investment experiences and objectives relating to the products or services provided by HTISG. The abovementioned Data may include the Data Subjects' sensitive personal information (including but not limited to individuals' biometric data and financial account information).

HTISG undertakes that, for the sole purpose set out under Article 8 of this Policy, HTISG collects and processes the Data Subjects' sensitive personal information in a reasonable manner and have taken measures to safeguard the Data Subjects' personal information.

6. In the event that Data is provided by customer on behalf of a Data Subject, the customer must confirm and ensure that such provision of Data is in compliance with all Applicable Laws (including but not limited to ensuring that the Data Subject gives his/her consent to the reasonable use of such Data by each entity within HTISG, if required by Applicable Laws), and, upon the request of HTISG, provide evidence of the Data Subject's authorization or consent to the provision of his/her Data for record. The customer and the Data Subject (where applicable) understand and recognize that agreeing to provide the Data to HTISG under this Policy means agreeing to provide the Data to Haitong International Securities Group Limited and each of its subsidiaries. Haitong International Securities Group Limited and each of its subsidiaries will use it in a reasonable manner in accordance with the provisions under this Policy.
7. HTISG may also collect and use the Data Subjects' information when searching public information, generating unique internal identification numbers (for internal organizational and administrative purposes), formulating statistical analysis for internal purposes, retaining customers' information relating to accessing HTISG's research websites, retaining telephone conversation records and/or electronic media communications records, or from third party risk intelligence applications.
8. Subject to Applicable Laws, HTISG may reasonably use the Data (and other information) relating to Data Subjects for the following circumstances:
  - providing customers with products and services;
  - verifying customers' identity as part of initial and ongoing KYC (know your customer) due diligence process and performing HTISG's obligations under the anti-money laundry laws and regulations;
  - conducting certification services recognized by the Electronic Transactions Ordinance (Cap. 553) such as services provided by certification authorities in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") or other jurisdictions for client identity verification purpose;

- conducting credit checks;
- assisting other institutions to conduct credit checks;
- maintaining credit history of Data Subjects for present and future reference;
- ensuring Data Subjects' ongoing credit worthiness;
- designing financial services or related products for Data Subjects' use;
- marketing financial services or related products to Data Subjects, provided HTISG has received Data Subjects' consent, directly or via HTISG's customers, to do so;
- determining the amount of indebtedness owed to or by Data Subjects;
- collecting of amount outstanding from Data Subjects and those providing security for Data Subjects' obligations;
- complying with any laws, regulations, orders, judgments, guidelines, policies, measures, arrangements, requests or other requirements issued by any legal, regulatory, governmental, tax, enforcement, administrative or statutory authority, stock exchange or clearing house or other self-regulatory or industry bodies or associations in different jurisdictions that are applicable to HTISG or any of its holding or affiliated companies;
- complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within HTISG or among HTISG and its holding or affiliated companies for lawful purpose, and/or any other use of Data and information in accordance with any HTISG group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and
- any purposes relating to any of the foregoing.

In certain circumstances, even without obtaining separate consent from Data Subjects, HTISG may use the Data for the above purposes. This is because:

- HTISG has legal and/or regulatory obligations that HTISG has to discharge;
  - HTISG may need to establish, exercise or defend legal rights or for the purpose of legal proceedings; or
  - subject to Applicable Laws, the use of the Data as described above is necessary for HTISG's and its holding or affiliated companies' legitimate business interests.
9. Data (and other information) held by HTISG relating to Data Subjects will be kept confidential, but HTISG may disclose such Data to third parties in order to enable HTISG to provide its services and products as well as related information to Data Subjects. Without such Data, HTISG may not be able to provide such services, products and information to Data Subjects. In order to provide relevant services, products and information to Data Subjects, HTISG may disclose Data held by it to the following designated recipients:
    - any officer, employee, agent, contractor or third party who provides administrative, professional, credit information, debt collection, telecommunications, computer, payment, archiving or other services to HTISG in connection with the operation of their business;
    - any financial institution with which the Data Subjects has or proposes to have dealings;
    - any holding or affiliated company of HTISG located in different jurisdictions;
    - any legal, courts, regulatory, governmental, tax, enforcement, administrative or statutory authority, stock exchange or clearing house or other self-regulatory or industry body or association in different jurisdictions;
    - any certification authorities in different jurisdictions;
    - any relevant authorities in different jurisdictions in order to satisfy any applicable laws, regulation, rule or guideline existing currently and in the future concerning automatic exchange of financial account information or the Foreign Account Tax Compliance Act (FATCA) of the United States ("US");
    - any credit reference agency, and, in the event of default, debt collection agency;
    - any actual or proposed assignee of the relevant HTISG entity, any participant or sub-participant of the relevant HTISG entity's rights in respect of the customers, to evaluate the transaction that is the subject of the assignment, participation or sub-participation;
    - any other person under a duty of confidentiality to HTISG, including any holding or affiliated company of HTISG which has undertaken to keep such information confidential.

The recipients of the Data regarding Data Subjects may be located outside Hong Kong.

Data Subjects may contact HTISG at the contact information set out in Article 19 of this Policy to request (a) the contact information of the third-party recipient/recipient within HTISG; (b) if applicable, details on cross-border transfer of the Data; and (c) further details on how relevant recipients collect and process the Data.

HTISG only shares Data (and other information) regarding Data Subjects to the abovementioned parties when in compliance with strict internal security standards, confidentiality policies and Applicable Laws.

The parties located outside Hong Kong may not have in place data protection laws which are substantially similar to, or serve the same purpose as, the PDPO. This means that Data disclosed to such parties may not be protected to the same or similar level as in Hong Kong.

10. Although it might not be directly related to provision of relevant services, products and information to Data Subjects, HTISG may also share the Data with third parties (whether a holding or affiliated company of HTISG or not) in the following circumstances:
  - if HTISG sells any business or assets, in which case HTISG may disclose the Data to the prospective buyer for due diligence purposes;
  - if HTISG is acquired by a third party, in which case the Data held by HTISG will be disclosed to the third party buyer;
  - HTISG may disclose to third party agents or contractors (for example, the electronic data storage service providers) for the purposes of providing services to us. These third parties will be subject to confidentiality requirements and they will only use the Data in compliant with this Policy; and
  - to the extent required by Applicable Laws, for example if HTISG is under a duty to disclose the Data in order to comply with any legal obligation, establish, exercise or defend legal rights.

11. When providing Data of the Data Subjects to the designated recipients as described above, HTISG will comply with relevant requirements under Applicable Laws with respect to sharing personal data (including on a cross-border basis) and takes necessary measures to ensure that the processing of personal data carried out by relevant recipients meets the standards of personal data protection stipulated by Applicable Laws. Data Subjects may contact HTISG at the contact information set out in Article 19 of this Policy to request the contact information of the third party, and then contact such third party to exercise relevant rights provided under Applicable Laws.

When providing Data to the public authorities (listed out in the designated recipients) at their lawful request, HTISG will ensure that the disclosure and transfer of Data related to Data Subjects will be kept at a minimal and necessary level. To the extent permitted by Applicable Laws, HTISG will notify the Data Subjects of such lawful requests from relevant public authorities.

12. HTISG has established high standards for protecting Data regarding Data Subjects from unauthorized alteration or destruction. HTISG holds employees fully accountable for adhering to those standards, policies and laws. The Data should only be accessible to authorized staff on a "need-to-know" basis using secure means.

13. In the event of any default in payment by the Data Subjects, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days as measured by HTISG from the date such default occurred, the Data Subject agrees that his/her account repayment data may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default. In the event of any amount being written off due to a bankruptcy order being made against the Data Subject, the Data Subject agrees that his/her account repayment data may be retained by the credit reference agency, regardless of whether the account repayment data reveal any material default, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the Data Subject with evidence to the credit reference agency, whichever is earlier. The Data Subject's account repayment data include amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (if any)). Material default is a default in payment for a period in excess of 60 days.

14. Any Data Subject who is subject to the rules under General Data Protection Regulation ("GDPR") of the European Union ("EU") shall be aware of and agree to the transfers of the Data outside the European Economic Area ("EEA") as follows:

- The Data that HTISG collects from a Data Subject may be transferred to, and stored at, a destination outside the EEA, including but not limited to being transferred to affiliates which are located outside the EEA.
- Data may also be processed by individuals operating outside of the EEA who work for affiliates or for suppliers of HTISG.
- Where HTISG transfers the Data outside the EEA, HTISG will ensure that it is protected in a manner that is consistent with how the Data will be protected by HTISG in the EEA. This can be done in a number of ways, for instance:
  - a. the country that HTISG sends the Data to might be approved by the European Commission as offering a sufficient level of protection;
  - b. the recipient might have signed up to a contract based on "model contractual clauses" approved by the European Commission, obliging them to protect the Data; or
  - c. where the recipient is located in the US, it might be a certified member of the EU-US Privacy Shield scheme.
- In other circumstances the law may permit HTISG to otherwise transfer the Data outside the EEA. In all cases, however, HTISG will ensure that any transfer of the Data is compliant with Applicable Laws.

Data Subjects can obtain more details about the protection given to the Data when it is transferred outside the EEA (including a copy of the standard data protection clauses which HTISG has entered into with recipients of the Data) by contacting HTISG in writing or calling Customer Service Department as set out in Article 19 of this Policy.

15. Use of Data in Direct Marketing

In addition to the purposes set out above, HTISG may use the Data in direct marketing provided that HTISG has obtained the Data Subject's explicit consent not bundled up as a condition of service (which includes an indication of no objection) before HTISG can use the Data for this purpose. In this connection, please note that:

- Data Subject's name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by HTISG from time to time ("Marketing Personal Data") may be used by HTISG in direct marketing;
- The following classes of services, products and subjects may be marketed:
  - a. financial, insurance, securities, commodities, investment and related services and products and facilities;
  - b. reward, loyalty or privileges programmes in relation to the class of marketing subjects as referred to above;
  - c. services and products offered by HTISG's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be) in relation to the class of marketing subjects as referred to above; and
  - d. donations and contributions for charitable and/or non-profit making purposes.
- The above services, products and subjects may be provided or (in the case of donations and contributions) solicited by HTISG and/or:
  - a. any member of HTISG;
  - b. third party financial institutions, insurers, securities, commodities and investment services providers;
  - c. third party reward, loyalty, co-branding or privileges programme providers;
  - d. co-branding partners of HTISG (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - e. charitable or non-profit making organisations;

In addition to marketing the above services, products and subjects itself, HTISG may also provide the Marketing Personal Data described above, whether such provision is for gain or not, to third parties described above for use by them in marketing those services, products and subjects described above (in cases where HTISG is remunerated for such provision of data, the Data Subject must be explicitly informed in writing that the data is to be so provided), and HTISG requires the Data Subject's written consent (which includes an indication of no objection) for that purpose;

If the Data Subject gives his/her consent but subsequently changes his/her mind and no longer wishes HTISG to use or provide to other persons the Marketing Personal Data for use in direct marketing as described above, the Data Subject may exercise his/her opt-out right by notifying HTISG in writing or call Customer Service Department (the mailing addressing and contact number are set out in Article 19 of this Policy).

Please note however that if the direct marketing is addressed to the Data Subject in his/her capacity as a representative of a company or business meant for the exclusive use of the company or business and is not sent to the Data Subject in his/her individual or personal capacity, then this Article does not apply.

16. Any customers who accept HTISG's services in relation to Northbound Trading of China Connect Securities shall be aware of and agree to the following provisions<sup>1</sup>:

- HTISG may need to use the Data for the following purposes: (a) tag each of the customers' orders submitted to the CSC (as defined in the Rules of SEHK) with a Broker-to-Client Assigned Number ("BCAN") that is unique to each customer or the BCAN that is assigned to a joint account, as appropriate;
- and (b) provide to appropriate regulatory authorities, including but not limited to the Hong Kong Exchanges and Clearing ("HKEX"), the Hong Kong Stock Exchange Limited ("SEHK") and any of their subsidiaries from time to time (the "SEHK Subsidiaries"), the customers' assigned BCAN and such identification information relating to the customers ("Client Identification Data" or "CID") as HKEX, SEHK or any SEHK Subsidiaries may from time to time request under any applicable laws or regulatory rules and requirements.
- Without limitation to any notifications HTISG has given to customers or consent which HTISG has obtained from customers, HTISG may collect, store, use, disclose and transfer personal data relating to customers as follows (defined terms shall have the meaning under the Rules of SEHK, unless otherwise indicated):
  - a. to disclose and transfer customers' BCAN and CID to HKEX, SEHK or any SEHK Subsidiaries from time to time, including by indicating customers' 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 HKEX, SEHK or the SEHK Subsidiaries to: (i) collect, use and store customers' BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of 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 Clause 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 customers' BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, HKEX, SEHK and any SEHK Subsidiary; (ii) use customers' BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the People's Republic of China regulatory authorities and law enforcement agencies having jurisdiction so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the People's Republic of China financial markets;
  - d. to allow the relevant China Connect Market Operator to: (i) collect, use and store customers' BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the People's Republic of China regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the People's Republic of China financial markets.
- By instructing HTISG in respect of any transaction relating to China Connect Securities (as defined in the Rules of SEHK), customers acknowledge and agree that HTISG may use their personal data for the purposes of complying with the requirements of HKEX, SEHK or any SEHK Subsidiaries and their rules as in force from time to time in connection with Stock Connect Northbound Trading. Customers also acknowledge that despite any subsequent purported withdrawal of consent by customers, customers' personal data (which was provided before such withdrawal) may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.
- Please also note that HTISG will not, or no longer be able to, as the case may be, carry out customers' trading instructions or provide customers with Stock Connect Northbound Trading service if customers fail to provide HTISG with their personal data or consent as described above.

17. The Data Subject acknowledges and agrees that HTISG may collect, store, process, use, disclose and transfer personal data relating to the Data Subject (including the Data Subject's CID and BCAN(s)) as required for HTISG to provide services to the Data Subject in relation to securities listed or traded on SEHK and for complying with the rules and requirements of SEHK and the Securities and Futures Commission ("SFC") in effect from time to time. Without limiting the foregoing, this includes:

- disclosing and transferring the Data Subject's personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
- allowing SEHK to: (i) collect, store, process and use the Data Subject's personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight;
- allowing the SFC to: (i) collect, store, process and use the Data Subject's personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements; and
- providing BCAN to Hong Kong Securities Clearing Company Limited ("HKSCC") allowing HKSCC to: (i) retrieve from SEHK (which is allowed to disclose and transfer to HKSCC), process and store the Data Subject's CID and transfer the Data Subject's CID to the issuer's share registrar to enable HKSCC and/or the issuer's share registrar to verify that the Data Subject has not made any duplicate applications for the relevant share subscription and to facilitate IPO balloting and IPO settlement; and (ii) process and store the Data Subject's CID and transfer the Data Subject's CID to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing the Data Subject's application for the relevant share subscription or any other purpose set out in the IPO issuer's prospectus.

The Data Subject also agrees that despite any subsequent purported withdrawal of consent by the Data Subject, the Data Subject's personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

Failure to provide HTISG with the Data Subject's personal data or withholding or withdrawing consent as described above may mean that HTISG will not, or will no longer be able to, as the case may be, carry out the Data Subject's trading instructions or provide the Data Subject with securities related services (other than to sell, transfer out or withdraw the Data Subject's existing holdings of securities, if any).

For the purposes of this Policy, "**BCAN**" shall mean a "Broker-to-Client Assigned Number", being a unique identification code in the format prescribed by SEHK, generated by a relevant licensed or registered person in accordance with SEHK's requirements and "**CID**" shall mean the following information in relation to a Data Subject to whom a BCAN is assigned: (i) the full name of the Data Subject as shown in the Data Subject's identity document; (ii) the issuing country or jurisdiction of the identity document; (iii) the identity document type; and (iv) the identity document number.

18. HTISG may, in accordance with Applicable Laws:
- match, compare or exchange any Data or other information provided by, or in respect of, a Data Subject with Data (or other information) held by HTISG or any other person for the purpose of:
    - a. credit checking;
    - b. Data (and other information) verification;
    - c. otherwise producing evidence or verifying Data (and other information) which may be used for the purpose of taking adverse action against the Data Subject or any other person at any time;
  - cross-border transfer such Data (and other information).
19. Data Subjects have a number of legal rights in relation to the Data that HTISG holds regarding Data Subjects. These rights include:
- the right to obtain information regarding the processing of the Data and access to the Data which HTISG holds about the Data Subject;
  - the right to withdraw the consent to processing of the Data at any time. Please note, however, that HTISG may still be entitled to process the Data if HTISG has another legitimate reason (other than consent) for doing so.
  - in some circumstances, the right to receive some Data in a structured, commonly used and machine-readable format and/or request that HTISG transmits those data to a third party where this is technically feasible. Please note that this right only applies to the Data which the Data Subject have provided to us;
  - the right to request that HTISG rectifies the Data if it is inaccurate or incomplete;
  - the right to request that HTISG deletes the Data in certain circumstances. Please note that there may be circumstances where the Data Subject asks HTISG to delete the Data but HTISG is legally entitled to retain it;
  - the right to object to, and the right to request that HTISG, restricts HTISG's processing of the Data in certain circumstances. Again, there may be circumstances where the Data Subject objects to, or asks HTISG to restrict, HTISG's processing of the Data but HTISG is legally entitled to continue processing the Data and / or to refuse that request;
  - the right to lodge a complaint with the data protection regulator if the Data Subject thinks that any of his/her data privacy rights have been infringed by HTISG;
  - in relation to consumers' credit record, to be informed on request which items of Data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the marking of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - upon satisfactory termination of the credit by full repayment and on condition that there has been, within five years immediately before such termination, no material default under the credit as determined by HTISG, to instruct HTISG to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.

Data Subjects acknowledge and understand that, any such request must be raised in accordance with Applicable Laws. For unreasonable requests which may bring risk to others' legitimate rights or are not operationally/technically feasible, HTISG reserves the right to decline the Data Subjects' requests in accordance with Applicable Laws.

Data Subjects acknowledge and understand that, in certain circumstances and to the extent permitted by Applicable Laws, HTISG may process the Data regarding the Data Subjects without the Data Subjects' consent.

Request for access and/or correct any Data that the Data Subject has submitted and request for changing personal contact information shall be sent to the following address:

Haitong International Securities Group Limited  
15/F, One Island South,  
2 Heung Yip Road, Wong Chuk Hang, Hong Kong  
Customer Service Department  
or phone to: +852 3583 3388

20. In accordance with the terms of the Personal Data (Privacy) Ordinance, HTISG has the right to charge a reasonable fee for the processing of any Data access request.
21. If (a) (i) the scope of, or (ii) the purpose of processing, the sensitive personal data referred to in Article 5 of this Policy and/or (b) the designated recipients referred to in Article 9 of this Policy changes, HTISG will inform the Data Subjects separately and obtain the consent from the Data Subjects in accordance with Applicable Laws.
22. Retention of the personal data
- HTISG will keep the Data Subjects' personal Data for as long as HTISG reasonably needs it for the purposes in Article 8 of this Policy or on a longer term basis in accordance with Applicable Laws and policies and procedures of HTISG, or until receipt of the customer's request to delete such personal Data, subject to limitations on technical feasibility.
23. At HTISG, unless otherwise provided by Applicable Laws, information regarding the Data Subjects is used solely in the legitimate conduct of business, to deliver superior service and to design products and special offers that demonstrate HTISG's understanding of the Data Subjects and their needs.
24. As HTISG moves forward in developing new products and services in an era of vast technological change, HTISG will continue to maintain dedication to assuring that Data Subjects' information is properly used and appropriately safeguarded.
25. HTISG updates this Policy from time to time and ask that customer regularly check HTISG's website to make sure customer is familiar with the most recent version.

If there is any discrepancy between the English and Chinese versions, the English version shall apply and prevail.

<sup>1</sup> Article 16 of the Data Privacy Policy of Haitong International Securities Group Limited is not applicable as Haitong International Asset Management (HK) Limited and Haitong International Investment Managers Limited does not provide services in relation to Northbound Trading of China Connect Securities.

## APPENDIX 5

### ADDENDUM IN RELATION TO THE TRADING OF SPECIAL PURPOSE ACQUISITION COMPANIES ("SPAC") LISTED IN THE HKEX

This Addendum shall apply to all transactions related to the trading of any shares and/or warrants of a SPAC and shall be supplemented to the margin account terms and conditions, cash account terms and conditions, future account terms and conditions and options trading account terms and conditions (each, and collectively, the "Terms and Conditions"). Terms not defined in this Addendum shall have the same meaning as defined under the Terms and Conditions.

#### 1. Definition and Interpretation

In this Addendum, except where the context otherwise requires, the following words and phrases shall have the following meanings:

"**CWUMPO**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Cap. 32 of the Laws of Hong Kong, as amended from time to time;  
"**De-SPAC Target**" means the target of a De-SPAC Transaction;  
"**De-SPAC Transaction**" means an acquisition of, or a business combination with, a De-SPAC Target by a SPAC that results in the listing of a Successor Company;  
"**Eligible SPAC Investor**" means a "professional investor" within the meaning of the definition of "professional investor" in section 1 of Part I of Schedule 1 to the SFO;  
"**HKEX**" means the Hong Kong Exchanges and Clearing Limited;  
"**IPO**" means initial public offering, including in the context of the proposed SPAC listing regime in Hong Kong, initial offering of SPAC Shares by a SPAC to professional investors;  
"**Listing Document**" means a Prospectus, a circular or any equivalent document (including a scheme of arrangement and introduction document) issued or proposed to be issued in connection with an application for listing;  
"**PIPE**" means a third party investment, for the purposes of completing a De-SPAC Transaction, that has been committed prior to the De-SPAC announcement;  
"**Prospectus**" means a prospectus as defined in Part 1, Division 2 of the CWUMPO;  
"**Successor Company**" means the listed issuer resulting from the completion of a De-SPAC Transaction;  
"**SFC**" means the Securities and Futures Commission;  
"**SPAC**" means Special Purpose Acquisition Companies listed on the HKEX; and  
"**SPAC Securities**" means SPAC Shares and SPAC Warrant.

#### 2. Service

2.1. Haitong International Securities Company Limited provides to the Client the trading service of shares and/or warrants of a SPAC subject to and upon the Terms and Conditions and the provisions in this Addendum.

2.2. Haitong International Securities Company Limited may vary, modify, reduce or revoke the scope of the trading service of shares and/or warrants of a SPAC in whole or in part from time to time without prior notice or reference to the Client.

2.3. In the event that the Client fails to demonstrate that it/he/she/they comply with the requirements as "professional investor" or are suitable to participate in SPAC Securities trading in the manner and within the time limited specified by Haitong International Securities Company Limited, the Client's access to the trading services of SPAC Securities shall be immediately terminated without prior notice. Any settled SPAC Securities in the account may immediately be subject to mandatory unwinding within 3 days, or such other time as specified by the SFC or HKEX or Haitong International Securities Company Limited as the case may be, prescribed by the Relevant Regulator(s).

#### 3. Eligible SPAC Investor

3.1. The Client shall be qualified as an Eligible SPAC Investor to participate in the trading of shares and/or warrants of a SPAC.

3.2. SPAC Securities trading is limited to professional investors only. The Client should be aware of any potential risks of trading of SPAC Securities.

#### 4. Compliance with Laws and Rules

4.1. Any trading in SPAC Securities will be subject to all applicable constitution, rules, laws, by-laws, and regulations in relation to SPAC and all such other applicable constitution, laws, by-laws, rules and regulations as may be supplemented, amended and revised from time to time. The Client agrees to be bound by all of the above as they are in force from time to time and at any time, and the Client acknowledges that there is a risk of prohibition from trading SPAC Securities and that the Client's instructions to trade SPAC Securities may not be accepted.

4.2. The Client should understand that the subscription and trading of SPAC Securities is restricted to professional investors only. The Client undertakes before the subscription or trading of SPAC Securities that he/she/it/they should be familiar with the rules stipulated by HKEX, as amended or supplemented from time to time, and any potential risks of trading SPAC Securities. Once Haitong International Securities Company Limited receives notice (a "Mandatory-Unwind Notice") from relevant regulator(s) to sell and liquidate a specified number of SPAC Securities pursuant to the Law, Haitong International Securities Company Limited shall have the right to issue a corresponding notice (a "Client Mandatory-Unwind Notice") to the Client requiring the Client to sell and liquidate any number of such SPAC Securities that the Client holds in his/her/its/their account with Haitong International Securities Company Limited within the 3 days' period, or such other time as specified by the SFC or HKEX or Haitong International Securities Company Limited as the case may be, as prescribed by the Relevant Regulator(s). The Client undertakes to comply with any such Client Mandatory-Unwind Notice and understands there may be a potential loss as a result of forced-sale, and waives all and any of his/her/its/their right to challenge the enforceability, legality and validity of the Mandatory-Unwind Notice and/or Client Mandatory-Unwind Notice.

4.3. In regard to any Mandatory-Unwind Notice, Haitong International Securities Company Limited is authorised to sell or arrange for the sale or transfer of or carry out any other actions of such SPAC Securities on the Client's behalf at such price and on such terms as Haitong International Securities Company Limited may, in its absolute discretion, determine.

### 5. Risks Associated With SPAC Investments

5.1. Below is a brief summary of certain risk factors related to investing in the shares and/or warrants of SPAC and is not meant to be exhaustive. The client must perform their own evaluation of whether investing in any SPAC Securities is aligned with their investment objectives, risk tolerance and financial situation. Some of these factors include:

#### 5.1.1. Risk of Price Volatility

As a SPAC has no operation, it is unable to report performance factors (e.g. revenue, profit / loss and cash flow) that investors would normally rely upon to determine the value of its shares. The share price of a SPAC is therefore likely to be driven by speculation and rumour instead, particularly with regards to the potential outcome of the SPAC's efforts to find a suitable De-SPAC Target.

#### 5.1.2. Risk of Market Manipulation

Sensitivity of a SPAC's share price to rumour makes them relatively more susceptible to share price manipulation. This could be attempted, for example, by fraudsters deliberately spreading rumours of a forthcoming De-SPAC Transaction to raise the value of their shareholdings to a level at which it is advantageous for them to sell.

#### 5.1.3. Risk of Insider Dealing

For SPACs, inside information may arise in several circumstances but particularly in relation to the negotiations with a possible De-SPAC Target. Any movement in a SPAC's share price following the announcement of a De-SPAC agreement would be solely the result of that announcement. This means that someone in possession of inside information regarding such a transaction prior to its announcement would have greater certainty of making a gain from insider dealing than he would have if he was contemplating doing so in the shares of an ordinary listed issuer negotiating an identical acquisition. Consequently, the probability of insider dealing occurring in a listed SPAC would be higher than for an ordinary listed issuer.

#### 5.1.4. Lack of information disclosure

As a SPAC is subject to less rigorous regulatory requirements during the IPO stage, it may result in a higher chance of misinformation. In a traditional IPO, a listing applicant is required to provide in-depth information disclosure. However, there is no such information disclosure by a SPAC since the SPAC has yet to identify a specific target business at the time of listing, investors are not able to make full assessment on their investment as they are restricted by the limited information and broadly defined acquisition strategy and criteria. Although substantive disclosure will be made once a De-SPAC Target has been identified and acquisition terms have been agreed, in timing terms this will be well after the IPO, leaving investors with only the option of staying invested throughout the merger process or cashing out at an earlier stage.

#### 5.1.5. Uncertainty on the quality of the De-SPAC Target

The faster and simpler route to listing for SPACs may incentivise companies that have not reached market standards and quality to take advantage of this quick access to public funding by circumventing the stringent approval process normally required in a traditional IPO. This issue is coupled with the time pressure faced by the sponsors to complete the De-SPAC Transaction within specified timeframe. It may result in the underperformance or failure of the combined business entity.

#### 5.1.6. Potential conflict of interest

The sponsors may be financially motivated to proceed with the De-SPAC Transaction regardless of the quality of the De-SPAC Target as they are entitled to stake in the SPAC with a minimal investment upon the De-SPAC Transaction. This potential conflict of interests between the sponsors and the shareholders raises concerns on the influx of poorly managed or operated companies merging with the SPACs.

#### 5.1.7. Potential Equity Dilution

There is uncertainty on the amount of funds available to the SPAC to complete an acquisition of De-SPAC Target and also whether the sponsors can secure additional funds from the PIPE or other investors to complete such acquisition. The availability and costs of such additional funds highly depend on the market and economic conditions and it may have a dilution effect on the shareholding structure of the SPAC.

- 5.1.8 **Risk of Mandatory-Unwind**  
The Client acknowledges that as a result of implementing a Client Mandatory-Unwind Notice he/she/it/they can suffer heavy losses on his/her/its/their investment in SPAC Securities.
- 5.1.9 **SPAC Warrant Risk**  
The terms of the warrants of a SPAC may vary greatly across different SPACs and it is important to understand the terms when investing. To learn more about the specific terms of the warrants of a SPAC, investors should review the Listing Documents of the particular SPAC. The warrant of a SPAC provides the holder with the right to purchase the share of a SPAC (or a fraction of a SPAC Share) at a set exercise price at a set time. The warrants of a SPAC are typically exercisable on the later of 30 days after the completion of a De-SPAC Transaction or 12 months from the SPAC IPO closing or as mention in the Prospectus or Listing Document or any other applicable document; therefore, the holder of a warrant of a SPAC will not be able to get the share of the SPAC before such exercise date. In addition, if an investor misses the notice of redemption and fails to exercise within the given period, the warrants of the SPAC held by the investor can become essentially worthless. Further, there may be some circumstances where warrants of a SPAC can be forced to be exercised early and the SPAC may redeem those warrants for essentially nothing and the holders of the warrants of the SPAC may get nothing.
- 5.1.10 **Additional Risk of Volatility of Warrants**  
The warrants of a SPAC prior to De-SPAC Transaction may experience higher price volatility soon after a SPAC is listed and this price volatility gradually may increase as the deadline for a De-SPAC Transaction approaches. If a SPAC is liquidated, investors will receive a pro rata amount of the funds held in the SPAC's trust account and their warrants of the SPAC will become worthless.