

FOSUN HANI 復星恒利

Fosun Hani Securities Limited

復星恒利證券有限公司

Client Agreement

客戶協議書

Please read the content of the document carefully

請客戶仔細閱讀本文件所列內容

It contains important terms related to your rights and interests

內含有與您權益相關之重要條款！

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Fosun Hani Securities Limited is an Exchange Participant of the Stock Exchange of Hong Kong Limited and a Licensed Corporation (CE No. AAF432). Our business address is Suite 2101-2105, 21/F, Champion Tower, 3 Garden Road, Central, Hong Kong. Please read this agreement in detail and retain it for future reference. Client hereby agrees that all Transactions executed by Fosun Hani Securities Limited for any Accounts shall be subject to the Securities Trading Agreement as amended from time to time and notified to the Client.

復星恆利證券有限公司乃香港聯合交易所有限公司參與者，且根據《證券和期貨條例》獲香港證券及期貨事務監察委員會核准從事證券交易業務（CE 編號：AAF432）。本公司現時營業地址如下：香港中環花園道3號冠君大廈21樓2101-2105室。請詳細閱讀本協議並保留作日後參考之用。客戶特此同意，復星恆利證券就任何有關帳戶而執行的一切該等交易須受客戶協議（經不時修訂並通知客戶）的規限。

The undersigned client(s), their name(s) and address are as appeared on the signatory page of the Account Opening Form for securities trading.

以下簽署客戶，其姓名和住址參見證券交易開戶申請表格的簽署頁。

In these Agreements, unless the context otherwise requires, the following words and phrases shall bear the following meanings:

在協議中，除非文義另有所指外，以下各詞和用語應具有下列涵意：

“Clients” means who signed the account opening form (include the joint person and the company), and his/her authorized representative or successor.

「客戶」指簽署開戶申請表之人士（包括聯名人士、公司），該人士之授權代表及繼承人；

“Account” means securities trading account opened and maintained by Fosun Hani for the Client;

「帳戶」指復星恆利證券根據本協議為客戶開立並維護的證券交易帳戶；

“Business Day” means a day on which the Exchange opens for trading (other than Saturdays, Sundays, public holidays and any other day declared by the Exchange to be a non-business days) on which licensed banks and the Exchange are open for business.

「工作日」指交易所開市的任何一天（星期六、星期日、公眾假期或其他交易所非開市日除外）；

"Account Opening Form" means the Account Opening Form (including the attachment) any amendments made thereto from time to time pursuant to be completed and signed by the Client, and, includes all statements of personal information;

「開戶表格」指開戶表格（包括附件），包括後續客戶填妥及簽署的任何修訂，以及開戶表格

中包括的一切資料聲明；

"HKSCC" means the Hong Kong Securities Clearing Company Limited;

「中央結算公司」指香港中央結算有限公司；

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

「聯交所」指香港聯合交易所有限公司；

"SFO" means the Securities and Futures Ordinance (Chapter 571) of the Laws of Hong Kong.

「證券及期貨條例」指《證券及期貨條例》(香港法例第571章)

"SFC" means the Securities and Futures Commission of Hong Kong.

「證監會」指香港證券及期貨事務監察委員會

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

「收入法」指經修訂的《1986年美國國內收入法》

"FATCA Withholding" means a deduction or withholding from a payment to your account(s) with us as required by FATCA.

「FATCA預扣稅」指按照FATCA的規定稅款或預扣稅款從閣下於吾等的戶口付款。

"Instruction" means any instruction (including any subsequent amendment or cancellation thereof accepted by Fosun Hani) the Client may give to buy or sell Securities, whether verbally, through the electronic trading service or in such other manner as Fosun Hani may permit.

「指示」“指示”指客戶以口頭，通過電子交易服務系統，或其他復星恆利證券許可的方式發出的任何買賣證券的指令（包括任何後續的且被復星恆利證券接受的修正或取消指令）。

"Securities" means (a) shares, stocks, debentures, loan, stock, funds, bonds or notes; (b) rights, options, interests, certificates of participation in, receipts for or warrants to subscribe for or purchase of such respects as specified in (a); and (c) interests in any collective investment scheme.

「證券」指 (a) 股份、股額、債權證、債權股額、基金、債券或票據；(b) 在(a)段所述各項目中的權利、期權、權益、參與證明書、收據或認購或購買權證；及 (c) 在集體投資計劃中的權益。

"Transaction" means an Instruction has been executed

「交易」指已執行之指令。

CASH ACCOUNT AGREEMENT 現金客戶協議書

1 The Account 戶口

- 1.1 Client confirm that the information provided in the Account Opening Information Form is complete and accurate. Client will inform Fosun Hani Securities Limited of any changes to that information. Fosun Hani Securities Limited are authorized to conduct credit enquiries on client to verify the information provided.

客戶確認「開戶申請表」所載資料均屬完整及正確。倘該等資料有任何變更，客戶將會通知復星恆利證券。客戶特此授權復星恆利證券對客戶的信用進行查詢，以核實上述表格所載資料。

- 1.2 Fosun Hani Securities Limited will keep information relating to client's Account confidential, but may provide any such information to the Stock Exchange of Hong Kong (the "Exchange") and the SFC to comply with their requirements or requests for information.

復星恆利證券將會對客戶戶口的有關資料予以保密，但復星恆利證券可以根據香港聯合交易所有限公司(「聯交所」)及證監會的規定或應其要求，將該等資料提供予聯交所及證監會。

- 1.3 Fosun Hani Securities Limited is authorized to conduct credit record on the Client and to verify the personal information the Client has provided.

客戶授權復星恆利證券對客戶進行信用記錄查詢並核查客戶提供的個人資料的真實性、完整性。

- 1.4 The Client authorize Fosun Hani with full power as the Client's true and lawful attorney in fact, to the fullest extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument, which Fosun Hani deems necessary or advisable to accomplish the purposes of this Agreement.

客戶授權復星恆利證券在法律許可的最大範圍內作為客戶的全權代理人，採取任何復星恆利證券認為在執行本協議時必需的或可行的行為以執行本協議規定之各項條款。

- 1.5 The Client accepts the full responsibility for safeguarding the Client's password, Account number. The Client will immediately notify Fosun Hani in writing, if the Client becomes aware of any loss, theft of the Client's password, and/or Account number. Fosun Hani is not liable for client's any consequential damage in connection therewith.

客戶應當妥善保管賬戶的賬號和密碼，客戶一旦發現其密碼和帳號遺失、被盜或被非法使用，應當立刻以書面方式通知復星恆利證券，復星恆利證券將不對客戶因此而造成的任何損失承擔責任。

2 Laws and rules 法例及規則

- 2.1 All transactions in securities which Fosun Hani Securities Limited effect on client's instructions ("Transaction") shall be effected in accordance with all laws, rules and regulatory directions applying to Fosun Hani Securities Limited. This includes the rules of the Exchange and of the Hong Kong Securities Clearing Company Limited (the "Clearing House"). All actions taken by Fosun Hani Securities Limited in accordance with such laws, rules and directions shall be binding on client.

復星恆利證券按客戶的指示而進行的一切證券交易(「交易」)，須根據適用於復星恆利證券的一切法例、規則和監管指示的規定而進行。這方面的規定包括聯交所及香港中央結算有限公司(「香港結算」)的規則。復星恆利證券根據該等法例、規則及指示而採取的所有行動均對客戶具有約束力。

- 2.2 The Client hereby agrees that this Agreement and all the terms herein shall be binding upon the Client and the Client's heirs, estate, executors, representatives, successors and assignees. All actions taken by Fosun Hani in accordance with such laws, rules and regulations shall be binding on the Client.

客戶同意本協議書及其所有條款將對客戶本身，以及其繼承人，遺囑執行人和遺產承辦人，繼任人和承讓人具有法律約束力。復星恆利證券根據上述法律，規則和規例所採取的所有行為都將對客戶具有法律約束力。

3 Transactions 交易

- 3.1 Fosun Hani Securities Limited will act as client's agent in effecting Transactions unless Fosun Hani Securities Limited indicate (in the contract note for the relevant Transaction or otherwise) that Fosun Hani Securities Limited are acting as principal.

除復星恆利證券(在有關交易的成交單或其他合約單據內)註明以自己本身名義進行交易外，復星恆利證券將以客戶的代理人身份進行交易。

- 3.2 The Client acknowledges that Fosun Hani requires that stock certificate of Securities or the equivalent be deposited into the Client's Account prior to the acceptance of a sell order. Client will notify Fosun Hani Securities Limited when a sale order relates to securities which Client do not own. I.e. Involves short selling. The client authorize Fosun Hani to arrange a buy-in of the relevant Securities at the prevailing market price for the Client's Account that the Client accidentally sold short; the client will indemnify Fosun Hani against all damage, loss, which may be sustained or incurred by Fosun Hani as a result of the execution of the client's shorting selling order(s).

客戶確認復星恆利證券在接受賣出指令前要求客戶將股票或其等價物存入客戶帳戶。倘沽盤是有關非由客戶擁有的證券，即涉及賣空交易，客戶將會通知復星恆利證券。客戶

授權復星恆利證券在客戶意外賣空時安排以市場現價買入被賣空的證券；客戶免除並補償復星恆利證券承擔因執行賣空令單而承受或產生的一切損失。

- 3.3 On all Transactions, Client will pay Fosun Hani Securities Limited commissions and charges, as notified to client, as well as applicable levies imposed by hkex, and all applicable stamp duties. Fosun Hani Securities Limited may deduct such commissions, charges, levies and duties from the Account. Clients could see details of commissions and fees on the Official Website of Fosun Hani Securities Limited.

客戶會就所有交易支付復星恆利證券通知客戶的佣金和收費，繳付香港交易所徵收的適用徵費，並繳納所有有關的印花稅。復星恆利證券可以從戶口中扣除該等佣金、收費、徵費及稅項。具體佣金及收費明細詳見復星恆利證券有限公司官方網站。

- 3.4 Unless otherwise agreed, in respect of each Transaction, unless Fosun Hani Securities Limited are already holding cash or securities on client's behalf to settle the Transaction, Client will

就每一宗交易，除另有協議外或除非復星恆利證券已代客戶持有現金或證券供交易交收之用，否則客戶將會在復星恆利證券就該項交易通知客戶的期限之前

- Pay Fosun Hani Securities Limited cleared funds or deliver to Fosun Hani Securities Limited in deliverable form or

向復星恆利證券交付可即時動用的資金或可交付的證券，或

- Otherwise ensure that Fosun Hani Securities Limited have received such funds or securities

以其他方式確保復星恆利證券收到此等資金或證券。

By such time as Fosun Hani Securities Limited have notified client in relation to that Transaction. If Client fail to do so, Fosun Hani Securities Limited may 倘客戶未能這樣做，復星恆利證券可以：

- In the case of a purchase Transaction, sell the purchased securities and/or other securities held under client's name, and/or transfer funds from client's Trust Account; and

(如屬買入交易)出售客戶名下買入的證券及 / 或其它證券，及 / 或提取客戶等信託戶口內的資金；及

- In the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

(如屬賣出交易)借入及 / 或買入證券以進行交易的交收。

- 3.5 Client will be responsible to Fosun Hani Securities Limited for any losses and expenses

resulting from client's settlement failures.

客戶將會負擔復星恆利證券因客戶未能進行交收而引起的任何損失及開支。

- 3.6 Client agree to pay interest in all overdue balances (including interest arising after a judgment debt is obtained against client) at such rates and on such other terms as Fosun Hani Securities Limited have notified client from time to time.

客戶同意就所有逾期未付款項(包括對客戶裁定的欠債務所引起的利息)，按復星恆利證券不時通知客戶的利率及其他條款支付利息。

- 3.7 Any advice or information provided by Fosun Hani's directors, officers, employees or agents, (whether or not solicited by clients), shall not constitute an offer to enter into a transaction advice and the Company shall be under no liability whatsoever in respect of such advice or information Customer should makes its own judgments independently.

復星恆利證券董事、高級職員、僱員或代理人提供的諮詢意見或資料(不論是否應客戶邀請提供)，均不會構成一項交易意見的要約，本公司不承擔這類諮詢意見或資料的有關任何責任，客戶應當獨立作出判斷。

- 3.8 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and Fosun Hani Securities Limited have to purchase securities to settle the Transaction, Client shall not be responsible to Fosun Hani Securities Limited for the costs of such purchase.

就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致復星恆利證券須買入證券進行交收，客戶毋須為買入該等證券的費用向復星恆利證券負責。

- 3.9 Fosun Hani shall provide the Client with statements of the Securities Account on a monthly basis or at such intervals as Fosun Hani shall decide in its absolute discretion. The Client agrees that the Client must examine and verify such statements and will inform Fosun Hani of any mistake, omission, disagreement or unauthorized transactions within 5 days from the date the said statement was sent. If the Client fails to do so, The statement shall be binding on the Client finally.

復星恆利證券須按其絕對酌情決定按月或每隔一段時期向客戶提供證券帳戶結單。客戶同意其必審閱及核實有關結單，並在該結單寄出的5个工作日内，通知復星恆利證券任何錯誤、遺漏、不同意的事項或未經授權的交易。倘客戶未能就上述事項通知復星恆利，證券賬戶結單將對客戶產生最終約束力。

4 Safekeeping of securities 證券的保管

- 4.1 Any securities which are held by Fosun Hani Securities Limited for safekeeping may, at Fosun Hani Securities Limited discretion

由復星恆利證券寄存妥為保管的任何證券，復星恆利證券可以酌情決定：

- (in the case of registerable securities) be registered in client's name or in the name of Fosun Hani Securities Limited' nominee; or

(如屬可註證券)以客戶的名義或以復星恆利證券的代理人名義註冊；或

- Be deposited in safe custody in a designated account with Fosun Hani's bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.

存放於復星恆利證券的往來銀行或提供文件保管設施的任何其他機構妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

4.2 Where securities are not registered in client's name, any dividends or other benefits arising in respect of such securities shall, when received by Fosun Hani Securities Limited, be credited to client's Account or paid or transferred to client, as agreed with Fosun Hani Securities Limited. Where the securities form part of a larger holding of identical securities held for Fosun Hani Securities Limited clients, Client shall be entitled to the same share of the benefits arising on the holding as client's share of the total holding.

倘證券未以客戶的名義註冊，復星恆利證券於收到該等證券所獲派的任何股息或其他利益時，須按客戶與復星恆利證券的協議記入客戶的戶口或支付予或轉賬予客戶。倘該等證券屬於復星恆利證券代客持有較大數量的同一證券的一部份，客戶有權按客戶所佔的比例獲得該等證券的利益。

4.3 Fosun Hani Securities Limited do not have client's written authority under the provision of the Securities and Futures Ordinance to:

客戶並無根據《證券及期貨條例》的規定以書面授權復星恆利證券：

- Deposit any of client's securities with a banking institution as collateral for an advance or loan made to Fosun Hani Securities Limited, or with the Clearing House as collateral for the discharge of Fosun Hani Securities Limited obligations under the clearing system

將客戶的任何證券存放在銀行業機構，作為復星恆利證券所獲墊支或貸款的抵押品，或者存放在香港結算，作為履行復星恆利證券在結算系統下之責任的抵押品

- Borrow or lend any of client's securities

借貸客戶的任何證券

- Otherwise part with possession (except to client or on client's instructions) of any of

client's securities for any purpose.

基於任何目的以其他方式放棄客戶的任何證券之持有權(交由客戶持有或按客戶的指示放棄持有權除外)。

- 4.4 I fully understand the requirements of the Securities and Futures Commission and hereby authorize Fosun Hani Securities Limited to use the above mentioned methods, to set-off amounts against each other and /or dispose securities held by me for the purpose of settling any of the amounts payable by me to you.

本人明白證監會的要求並同意以此書面授權復星恆利證券有限公司就本人之證券現金賬戶內以銀貨兩訖形式買賣證券而產生的款項互相抵銷及為清償本人賬戶應支付予復星恆利證券有限公司的款項而處置本人賬戶持有的證券。

- 4.5 And at the same time, I hereby authorize Fosun Hani Securities Limited to deposit any remaining balance in my Trust Account for the purpose of safe keeping as well as any settlement needs in the future.

同時本人授權復星恆利證券有限公司就本人之證券現金賬戶內以銀貨兩訖形式買賣證券而產生的款項互相抵銷後存入本人之證券信託戶口內作為日後本人購買證券之存款

5 Cash holder client 代客戶保管的現金

- 5.1 The Client agrees not to deposit or transfer into the Client's Account any Securities, cheques, bank drafts or other property which are not in the Client's name. And Fosun Hani could refuse to accept for deposit, Should Fosun Hani decide to accept such deposit, the Client shall indemnify Fosun Hani for all loss and liability incurred by Fosun Hani in connection therewith.

客戶同意不將不屬於其的證券，支票，銀行匯票等資產存入客戶賬戶，而復星恆利證券亦有權利拒絕接受客戶的該等資金存入，如復星恆利證券決定接受客戶在其賬戶中存入第三方資產，客戶將免除復星恆利證券因此而承擔的相關損失和負債的責任。

- 5.2 The Client could appoint a third party as the agent for transfer of funds and/or Securities. The client should notice to Fosun Hani in writing, together with the Client's signature, via mail or facsimile, and provide the authorization document to Fosun Hani. Provided that Fosun Hani has such authorization documents on file, Fosun Hani is under no duty to verify the identity or authority of such agent. The Client hereby declares that the Client will be solely responsible for any errors, misappropriations or losses arise from such appointments.

客戶可指定第三方為其資金和/或證券轉移的代理人，但必須以簽名的書面通知的方式，通過信函或傳真，向復星恆利證券提交相應的完整委托文件。復星恆利證券憑上述委托文件，無須核查該代理人的身份與許可權。客戶承諾將對任何因委托代理人提取資金而導致的差錯、挪用或遺失的後果負全部責任。

- 5.3 Any cash held for client, other than cash received by Fosun Hani Securities Limited in respect of Transactions and which is on-paid for settlement purposes or to client, shall be credited to a client trust account maintained with a licensed bank as requires by applicable laws from time to time. The Client's Account will be credited at a rate as stipulated by Fosun Hani's sole discretion from time to time.

代客戶保管的現金須依照適用法律不時的規定，存放於一家持牌銀行所開立的一個客戶信託賬戶內(此等現金不包括復星恆利證券就交易取得，而且須為交收而轉付或轉付予客戶的現金)，該帳戶餘額的利息將由復星恆利證券不時自行決定的利率計算。

6 New Listing of Securities 新上市證券

- 6.1 In the event that the Client want to buy a new listing and/or issue of Securities on the Exchange, the client would authorizes Fosun Hani to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as the Client's agent for the Client's benefit or for the benefit of any other person, the Client hereby warrants for Fosun Hani's benefit that at the time of such application, Fosun Hani has authority to make such application on the Client's behalf.

在客戶欲申購在交易所新上市或新發行的證券時，客戶授權復星恆利證券作為其代理人代表客戶或任何第三方進行申購。

- 6.2 Client warrants and undertakes that the Application shall be the only application made by the Client or on the Client's behalf for the Client's benefit in respect of the same issue of securities.

客戶保證並承諾就該申請乃為客戶利益，客戶或代表客戶遞交有關同一次證券發行所作出的唯一申請。

- 6.3 That bulk application may be rejected for reasons which are unrelated to the Client and the Client application and neither Fosun Hani nor Fosun Hani's agent shall, in absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection. The client should indemnify Fosun Hani if such bulk application is rejected because of any breach of representations and warranties or otherwise arising from factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors.

此類新股申購可能會因與客戶及客戶的申購無關的原因而被拒絕；只要不存在欺詐、疏忽或故意不履行的情況下，復星恆利證券無須因此類拒絕的後果對客戶或任何其他方負任何責任，倘若該大額申請因違反任何聲明和保證或與客戶有關的理由而遭到退回；客戶確認並同意對由此造成其他人士的影響或損失承擔全部責任。

7 Notification and Communication 通知及通訊

- 7.1 All notices and other communications shall be deemed to be given (i) at the time of dispatch or transmission if delivered personally, by facsimile transmission or telephone; or (ii) twenty-four (24) hours after dispatch if sent by post (whichever shall be the first to occur), provided that any notice or other communication to be given to Fosun Hani shall be effective only when received by Fosun Hani.

所有的通知和其他通訊，(1) 如果是個人遞送，通過傳真或電話傳送，則在遞送或傳送時；或(2) 如果是通過郵局遞送，則在交付郵局的二十四(24)小時後，(以較先者為準)，應被視為已經發給對方，但任何發給復星恆利證券的通知或其他通訊只有在復星恆利證券收到後才能生效。

- 7.2 For the protection of both parties, and as a tool to detect and rectify misunderstandings, the Client agrees and authorizes Fosun Hani, at Fosun Hani's discretion and without further prior notice, to monitor and record any or all telephone conversations and any electronic communications between Fosun Hani and the Client.

為保護雙方的利益，及時發現和糾正誤解，客戶同意並授權復星恆利證券可以自主並無須事先通知客戶的情況下即可對雙方之間的電子通訊和電話談話進行監控和錄音。

- 7.3 In each case under clause 7.1, the client should send to the address or telex, facsimile or telephone numbers of Fosun Hani set out in this Agreement or otherwise as notified by Fosun Hani from time to time. Fosun Hani should send to the address or telex, facsimile or telephone numbers of client set out in account opening form.

在7.1條項下的每種情況下客戶均發往本協議所述的或復星恆利不時通知的地址或電傳、傳真或電話號碼。復星恆利證券均需發往開戶申請表中客戶的地址或電傳、傳真或電話號碼。

- 7.4 If the Client (or for a collective investment scheme, discretionary account or discretionary trust) execute the transaction in Securities listed on the SEHK or derivatives for the principle. The client agree that when Fosun Hani has received an enquiry from the SEHK and/or the SFC (the "Hong Kong regulators"), The Customer shall also immediately inform Fosun Hani and the Hong Kong regulators of the identity, address, occupation and contact details of principle and ultimate beneficiary, or any other third party (if different from the client/ultimate beneficiary), who originated the Transactions.

若客戶(包括代表集體投資計劃、全權委託帳戶或全權信託)為其委託人進行香港聯交所上市的證券或相關衍生品交易，客戶茲同意，就本公司收到來自香港聯交所或香港證監會("香港監管機構")查詢某宗交易，客戶承諾立即將所進行交易的委託人、實益擁有人、促成該交易的任何第三方的資料(包括身份、地址、執業及聯絡方式等)通知本公司及香港監管機構。

8 Potential Conflicts of Interests 潛在的利益衝突

8.1 Fosun Hani may have an interest, relationship or arrangement that is material in relation to any instruction received or transaction effected for the Client. In particular, Fosun Hani have the right to execute, without reference to the Client:

復星恆利證券就其收取的任何指示或代客戶進行的交易，可能會擁有重大的權益、關係或安排。尤其是復星恆利證券可在無需提述客戶的情況下，有權：

(a) Purchase for the Client's Securities, fully or partially, held by Fosun Hani from Fosun Hani's own Account;

為客戶全部或部分買入復星恆利證券自己的帳戶中持有的任何證券；

(b) Purchase for Fosun Hani's own Account Securities, fully or partially, from the Client's Account; 為復星恆利證券自己的帳戶部分或全部買入客戶帳戶中的證券；

(c) Match the Client's order with other Fosun Hani's client(s) by acting on his or their behalf as well as on the Client's behalf;

同時將代理客戶和其他客戶的令單進行撮合；

(d) Take the opposite position to the Client's order whether it is on Fosun Hani's own Account or is on behalf of other clients of Fosun Hani;

採取與客戶令單相反的頭寸，無論是代表自己的帳戶還是其他客戶；

(e) Deal in Securities where Fosun Hani is involved in a new issue, rights issue, takeover or similar transaction concerning. Fosun Hani shall not be obliged to account of any profits or benefits so received.

對復星恆利證券參與其新股發行，配股，收購或其他類似交易的證券進行交易；

復星恆利證券將無須就上述交易所取得的任何利潤或利益作出交待。

9 Confidential of Client's Information 客戶信息保密

Fosun Hani will keep information relating to the Account confidential but may provide any such information to the Exchange and the SFC or any other regulatory authority (including overseas regulatory authorities) to comply with their requirements or requests for information and without any consent from or notification to the Customer.

復星恆利證券將對涉及客戶帳戶的資料予以保密，但可在未經客戶同意或者通知客戶的情況下，將該等資料提供給交易所和證監會或其他的監管機構（包括海外監管局）以遵守相關的規定。

10 Clause of “FATCA”

10.1 The FATCA means that the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the Code or any associated treasury regulations, as amended or supplemented from time to time, or other official guidance; Any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the U.S. Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA是指：

美國國稅局根據收入法第1471條至1474條，或經不時修訂或補充的任何相關條約規定，或其他官方指引制定的《海外帳戶稅收合規法案》；任何其他司法管轄區頒布，或與美國和其他司法管轄區訂立之政府間協議相關，且（在各情況下）旨在促進實施上文(i)段的任何條約、法例、條例或其他官方指引；或為了實施上文(i)段或(ii)段而與美國國稅局、美國政府或任何其他司法管轄區的政府或稅務機關訂立的任何協議。

10.2 "FATCA Withholding Payments" include payments of interest (including original issue discount), dividends, and other items of fixed or determinable annual or periodical gains, profits, and income, in each case, from sources within the U.S., as well as gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the U.S. FATCA will also require withholding on the gross proceeds of such sales for payments made after December 31, 2017. Certain U.S. sourced financial payments in connection with lending transactions, investment advisory fees, custodial fees, bank or brokerage fees are also included.

FATCA可預扣稅款款項包括源自美國境內的利息（包括初始發行折扣）、股息及其他固定或可厘定年度或定期收益、盈利和收入款項，以及出售在美國境內而可產生利息或股息收入的任何財產而取得的總收益。FATCA也將規定對在2017年12月31日之後支付的該等出售總收益款項預扣稅款。源自美國與借貸交易、投資諮詢費、托管費、銀行或經紀費用相關的若干財務款項亦包括在內。

10.3 Client’s Responsibilities and Consent 客戶責任及許可

10.3.1 In order for Fosun Hani to comply with FATCA and/or any local or foreign law, legislation or regulation, Client consent to and authorize that Fosun Hani may gather, store, use, process, disclose and report any Personal Information that are provided to Fosun Hani to:

為了復星恆利證券遵守FATCA和/或任何本地或外國法律，法規或者規章及/或滿足FATCA下，客戶同意並授權復星恆利證券可收集，存儲，使用，處理，披露和報告任何個人信息提供給復星恆利證券的：

A. Any of Fosun Hani's branches, representative office, related affiliates/ subsidiaries, wherever situation and which may be within or outside of Hong Kong; and

任何復星恆利證券的分公司、代表處、相關分支機構/子公司、任何地方情況及這可能是在香港境內或境外;和

B. Any local or foreign legal, regulatory, governmental, tax law enforcement or other authorities, or self-regulatory or industry bodies or association of financials services providers, including any settlement and clearing agency.

任何本地或外國法律，監管，政府，稅務執法或其他機構或自律監管或行業機構或金融服務提供者，包括任何結算與清算機構。

10.3.2 Fosun Hani reserve the right to request and Client have the obligation to provide to Fosun Hani additional documentary evidence to validate the U.S. or non-U.S. status, which may be required during client's account opening application and when potential U.S. indicia (as defined under FATCA) or change in circumstances is noted by Fosun Hani during the course of relationship.

復星恆利證券保留權利要求客戶及客戶有義務提供給復星恆利證券的其他書面證據，以驗證美國或非美國的身份，這可能會需要在客戶之申請戶口及潛在美國徵象（FATCA下定義）時或復星恆利證券注意到客戶關係情況有所改變時提供。

10.3.3 Within 30 days, If Client fail to provide Fosun Hani with any of the necessary Personal Information, Fosun Hani shall be entitled to reach whatever conclusions Fosun Hani consider to be appropriate and Fosun Hani reserve the right to close Client's Account or classify Client's Account as "non-consenting" or "non-participating FFI" or execute withholding and reporting under FATCA regulations.

倘若30天內，客戶未能向復星恆利證券提供任何必需的個人資訊，復星恆利證券應有權得出復星恆利證券認為適宜的任何結論，且復星恆利證券保留權利結束客戶的帳戶或將客戶的帳戶分類為「不同意」或「非參與外國金融機構」，或根據FATCA規則預扣稅款及作出申報。

10.4 General Disclosure on Foreign Account Tax Compliance Act 《海外帳戶稅收合規法案》的一般披露條款

10.4.1 Under the U.S. Foreign Account Tax Compliance Act, or FATCA, all non-United States entities in a broadly defined class of financial institutions (fis), are required to comply with an expansive documentation and reporting regime, or, beginning from July 1, 2014, be subject to a 30% United States withholding tax on certain U.S. payments constituting "withholding payments" (beginning in 2017, a 30% withholding tax applies to gross proceeds from the sale of assets which could produce withholding payments and foreign

passthru payments). Certain passive non-U.S. entities which are not fis are required to either certify they have no substantial U.S. beneficial ownership or report certain information with respect to their substantial U.S. beneficial ownership, or, beginning from July 1, 2014, become subject to the same 30% U.S. withholding tax as described above. The reporting obligations imposed under FATCA generally require fis to obtain and disclose information about certain Customers to the United States Internal Revenue Service (IRS).

根據美國《海外帳戶稅收合規法案》或FATCA，符合金融機構（FI）廣泛定義的所有非美國實體必須遵守一個廣泛的文件記錄與申報制度，否則從2014年7月1日起將須就構成「可預扣稅款項」的若干美國款項繳納30%的美國預扣稅（從2017年起，30%的預扣稅適用於出售可產生可預扣稅款項及外國轉付款項的資產的總收益）。並非金融機構的若干被動美國實體必須證明，其不擁有大額的美國實益擁有權，或就其大額的美國實益擁有權申報若干資訊，否則從2014年7月1日起將須按上述方式繳納相同的30%美國預扣稅。FATCA施加的申報義務一般要求金融機構取得有關某些客戶的資訊並向美國國稅局（國稅局）披露該等資訊。

- 10.4.2 The impact of FATCA on fis in a specific country may be modified by an intergovernmental agreement (IGA) between the United States and that country. The United States has entered into an IGA with Hong Kong (Hong Kong IGA).

FATCA 對特定國家之金融機構的影響可經美國與該國訂立的政府間協議（IGA）予以修訂。美國已經與香港訂立政府間協議（香港政府間協議）。

- 10.4.3 A Hong Kong IGA should apply to Fosun Hani as it is resident in Hong Kong. Under the Hong Kong IGA, Fosun Hani is obligated to apply prescribed due diligence procedures, and report “U.S. Accounts”, "Non-consenting U.S. Accounts" and account information with respect to “Nonparticipating Financial Institutions” to the IRS.

由於復星恆利證券位於香港，香港政府間協議將適用於吾等。根據香港政府間協議，吾等有義務採納規定的盡職調查程序，並向國稅局申報與「美國帳戶」、「不同意美國帳戶」及「非參金融機構」相關帳戶資訊。

Client may be requested to provide a self-certification or other documentation to Fosun Hani in order to establish client's tax residence. Furthermore, if there is any change in circumstances that would affect client's tax residence statuses or there is reason for Fosun Hani to know that the self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from client.

爲了確定客戶的稅務居住地，可能要求客戶自行向復星恆利證券提供證明或其他文件。此外，倘若情況有任何變化而將影響閣下的稅務居住地狀況，或復星恆利證券有理由相信自行證明失實或不可靠，則客戶或須再次自行證明及／或提交額外文件。

11 Risk Disclosure Statement 風險披露聲明

Client acknowledge that the price of securities can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. Client also acknowledge that there may be risks in leaving securities in Fosun Hani's safekeeping. For example, if Fosun Hani Securities Limited are holding client's securities and Fosun Hani Securities Limited become insolvent, Client may experience significant delay in recovering the securities. These are risks that Client am/are prepared to accept.

客戶知道證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險。客戶也知道將證券交給復星恆利證券保管可能存在風險。例如當復星恆利證券持有客戶的證券而復星恆利證券無力償債時，客戶取回證券的時間可能受到嚴重阻延。客戶願意承擔此等風險。

12 Event of Default 違約事件

12.1 The happening of any of the following events shall constitute an event of default ("Event of Default"): 發生任何下列事件均構成違約事件（「違約事件」）

12.1.1 Client's failure to pay any purchase price or other payments under this Agreement when due;

客戶於到期時未有根據本協議書支付任何買入價或其他款項；

12.1.2 The filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against client;

客戶被入稟破產或清盤或面對其他相類似的法律程序；

12.1.3 The levying of attachment against the Account;

戶口被實施扣押；

12.1.4 Client's default in the due performance or observance of any terms of this Agreement; or

客戶失責未有妥為履行或遵守本協議書任何條款；或

12.1.5 Any consent, authorization or corporate resolution required of client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect.

客戶訂立本協議書須提供的任何同意、授權或公司會決議全部或部份被撤回、暫停、

終止或不再具有十足效力及作用。

12.1.6 The occurrence of any event which, in the sole opinion of Fosun Hani, might jeopardize any of its rights under this Agreement.

復星恆利證券認為發生了可能影響復星恆利證券在本協議所擁有權利的任何事件。

12.2 If an Event of Default occurs, without prejudice to any other rights or remedies that Fosun Hani Securities Limited may have against client and without further notice to client, Fosun Hani Securities Limited shall be entitled to (subject to all applicable laws):

倘發生違約事件，在不影響復星恆利證券可針對客戶行使的任何其他權利或補償以及不再另行通知客戶的情況下，復星恆利證券有權(在所有適用法律制約下)：

12.2.1 Immediately close the securities account 結束證券賬戶

12.2.2 Terminate all or any part of this agreement

終止本協議的全部或者部分

12.2.3 Cancel any or all outstanding orders or any other commitments made on client's behalf;

取消代客戶作出的任何或全部未履行的指令或任何其他承諾；

12.2.4 Cover any short position in the Account through the purchase of securities or liquidate any long position in the Account through the sale of securities;

在戶口空倉的情況下透過買入證券平倉或在戶口好倉的情況下透過賣出證券套現：

12.2.5 Sell, dispose of or otherwise deal with in whatever manner any securities in the Account and any securities deposited by client with Fosun Hani Securities Limited.

以任何方式賣出、處置或處理戶口內的任何證券及客戶交復星恆利證券存放的任何證券。

13 Transformation of Rights and Obligations 權利義務的轉讓

The client agrees that the Fosun Hani may transfer its rights and obligations under this Agreement without prior consent from the Customer. The rights and obligations of the client under this Agreement may not be assigned without the Fosun Hani's prior written consent.

客戶茲此同意，復星恆利證券可不經客戶事先同意即可將本協議項下的權利和義務轉讓給他人，未經復星恆利證券事先書面同意，客戶不得將其本協議項下的權利及義務轉讓。

14 Termination of The Agreement 協議的終止

Either party may terminate this Agreement at any time by not less than two business days' prior written notice to the other party. Any warranties, representations, undertakings and indemnities given by the Client under this Agreement all of which shall survive such termination.

任何一方可隨時向對方發出不少於兩個營業日的事先書面通知而終止本協議，但客戶在本協議項目下的保證、聲明、承擔及賠償保證在本協議終止後一概維持有效。

15 General 一般規定

15.1 All securities held for client's Account shall be subject to a general lien in Fosun Hani Securities Limited' favor, for the performance of client's obligations to Fosun Hani Securities Limited arising in respect of dealing in securities for client.

所有客戶戶口內的證券均受制於復星恆利證券的全面留置權，以確保客戶履行對復星恆利證券代客戶買賣證券而產生的責任。

15.2 If Fosun Hani Securities Limited fail to meet Fosun Hani's obligations to client pursuant to this Agreement, Client shall have a right to claim under the Compensation Fund Established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

倘復星恆利證券沒有依照本協議書的規定履行對客戶的責任，客戶有權向根據《證券及期貨條例》成立的賠償基金索償，惟須受賠償基金不時的條款制約。

15.3 Fosun Hani Securities Limited will notify client of material changes in respect of Fosun Hani's business which may affect the services Fosun Hani Securities Limited provide to client.

倘復星恆利證券的業務有重大變更，並且可能影響復星恆利證券為客戶提供的服務，復星恆利證券將會通知客戶。

15.4 The client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will inform Fosun Hani of any changes to that information. It is the client's responsibility to ensure Account accuracy and to notify Fosun Hani immediately with regard to any discrepancies. Fosun Hani also would inform the client of any information change of Fosun Hani's name, address, registration status, services, remuneration and margin.

客戶確認其在開戶申請表格中所提供的資料是完整和正確的。客戶有責任保證將任何差異及時通知復星恆利證券。復星恆利證券同樣有義務將其名稱，地址，註冊狀態，服務內容，費率以及保證金方面的重大變化及時通知客戶。

15.5 Client confirm that Client have read and agree to the terms of this Agreement, which have

been explained to client in a language that Client understand.

客戶確認客戶已詳閱並同意本協議書的條款，而且該等條款已經以客戶明白的語言向，客戶解釋。

- 15.6 This Client Agreement and all rights, obligations and liabilities arising therefrom shall be governed by and construed in accordance with the laws of Hong Kong. The parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising out of or in connection with this Client Agreement. Notwithstanding the foregoing, the parties hereby further agree that such submission to the non-exclusive jurisdiction shall not prejudice Fosun Hani Securities Limited's right to commence legal action against the Client before the competent court of any other relevant jurisdictions.

本客戶協議及其中的一切權利、義務及責任均受香港法律管轄並據其解釋。就本客戶協議產生或與之有關的所有事務，雙方在此同意接受香港法院的非專屬司法管轄權管轄。雖有前述，雙方在此進一步同意，接受該非專屬司法管轄權並不影響復星恆利有限公司於任何其他相關司法轄區內在具有司法管轄權的法院向客戶提出訴訟之權利。

15.7 Appointment of Process Agent

If the Client is not a resident or does not have a place of business in Hong Kong, the Client, by signing his/her/their names in the "CUSTOMER ACKNOWLEDGEMENT AND CONSENT" section of the Account Opening Form, irrevocably appoints FH Finance Company Limited as the Client's process agent to receive and acknowledge on his/her/their behalf service of any writ, summons, order, judgment or other notices of legal process in Hong Kong arising out of or in connection with his/her/their Account, the Account Opening Form, this Agreement and/or any ancillary documents thereto. The Client agrees that any service of any legal process on the process agent shall constitute sufficient service on the Client for the purpose of legal proceedings in the courts of Hong Kong. Nothing herein shall affect the right of Fosun Hani Securities Limited to serve process in any other manner permitted by law.

法律文件接收人委任書

如果客戶不是香港居民或沒有在香港經營業務的地址，客戶在開戶表格的「客戶確認及聲明」部分，簽署他/她/他們的名字，便代表其特此不可撤銷地委任復利財務有限公司為客戶之法律文件接收人，負責接收及認收在香港因他/她/他們的戶口、開戶表格、本協議及/或任何其附屬文件產生或與之有關而送達之令狀、傳召、命令、判決書以及其他法律程序通知。客戶同意將法律文件送達法律文件接收人，就香港法院的法律程序而言，已構成對客戶妥善送達。此委任書所載的條款不應影響復星恆利證券有限公司行使其權力，以任何其他法律許可的方式送達法律程序文件。

- 15.8 Client understand that the terms and conditions contained in this Agreement may be subjected to changes and/or amendments which Fosun Hani Securities Limited will notify me by post

or fax or email or via uploading the same on Fosun Hani Securities Limited's websites http://fosunhani.com/tc/download_center.php and/or http://fosunhani.com/sc/download_center.php from time to time. Client agrees without contest that such notification will be sufficient and that client's continual use of Fosun Hani Securities Limited's service shall be deemed as client's full agreement to Fosun Hani Securities Limited changes and/or amendments to the terms and conditions of this Agreement. Meanwhile, Client is invited to call the following number (852) 2979 6988 at any time to enquire on any matter regarding changes and/or amendments to the terms and conditions contained in this Agreement, as well as, to obtain downloads / copies of any updated versions of the terms and conditions of this Agreement.

客戶明白本協議中的條款和條件有可能會作出更改和/或修訂，復星恆利證券有限公司將會不時通過郵寄或傳真或電郵或復星恆利證券有限公司的網站 http://fosunhani.com/tc/download_center.php 及 / 或 http://fosunhani.com/sc/download_center.php 通知客戶。客戶同意這種通知已經足夠，並無異議，而客戶持續使用復星恆利證券有限公司的服務，可視為客戶完全同意復星恆利證券有限公司對本協議的條款和條件所作的更改及/或修訂。同時，客戶可隨時致電 (852) 2979 6988 以查詢有關本協議所載的條款和條件的變更及/或修訂，以及獲取本協議的條款和條件的更新版本。

16 Currency Conversion

貨幣換算

16.1 In the event that Client directs Fosun Hani Securities Limited to enter into any transactions for Securities on an exchange or market on which such transactions are effected in a currency other than the currency in which the relevant Account is denominated:

倘客戶指示復星恆利證券有限公司在一交易所或市場訂立任何證券的交易，而有關交易以有關帳戶的貨幣單位以外的貨幣進行：

- A. the costs thereof and any profit or loss arising as a result of fluctuations in the exchange rates between the relevant currencies will be entirely for the account and risk of Client, where the underlying rate of exchange is to be determined by Fosun Hani Securities Limited, and such determination shall be binding on Client.;

有關貨幣之間匯率波動所產生的成本、匯兌盈虧及風險，全由客戶承擔，而經復星恆利證券有限公司決定的相關匯率將對客戶具有約束力；

- B. all initial and subsequent deposits for collateral (where applicable) shall be made in such currency and in such amounts as Fosun Hani Securities Limited may, in its sole discretion, from time to time designate. If upon agreement by Fosun Hani Securities

Limited, any such deposit is made in a currency other than that as Fosun Hani Securities Limited may designate as aforesaid, Fosun Hani Securities Limited may determine a rate of exchange to be the then prevailing market rate of exchange between the relevant currencies for such deposit and such determination shall be binding on Client; and

抵押品（如適用）的所有首次及其後之存放，須按復星恆利證券有限公司全權酌情決定不時指定的貨幣及金額繳付。如（經復星恆利證券有限公司同意）有關存款以復星恆利證券有限公司據上述而指定之貨幣以外之貨幣存入，復星恆利證券有限公司可決定用於該存款之有關貨幣之間的通行市場匯率，而有關決定對客戶具約束力；及

- C. when such transactions in Securities are closed out or otherwise liquidated, Fosun Hani Securities Limited shall debit or credit the relevant Accounts in the currency in which the relevant Accounts are denominated at a rate of exchange determined by Fosun Hani Securities Limited to be the then prevailing market rate of exchange between the relevant currencies and such determination shall be binding on Client.

在將有關證券平倉或以其他方式拋售時，復星恆利證券有限公司須以有關帳戶的貨幣單位扣除或記入按復星恆利證券有限公司決定之有關貨幣之間的通行市場匯率換算的款項，而有關決定對客戶應具約束力。

17 Product Recommendation and Own Judgment

產品建議及獨立判斷

- 17.1 If Fosun Hani Securities Limited solicit the sale of or recommend 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 Fosun Hani Securities Limited may ask the Client to sign and no statement Fosun Hani Securities Limited may ask the Client to make derogates from this clause. For clarity, the term "Financial product" in this clause means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

假如復星恆利證券有限公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是復星恆利證券有限公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他復星恆利證券有限公司可能要求客戶簽署的文件及復星恆利證券有限公司可能要求客戶作出的聲明概不會減損本條款的效力。為了清楚起見，本條款中的「金融產品」一詞指《證券及期貨條例》所界定的任何證

券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第3類受規管活動的人所買賣的該等槓桿式外匯交易合約。

17.2 The Client shall make his own independent judgment and decision with respect to each Instruction. Without prejudice to the above clause, Fosun Hani Securities Limited shall be under no liability whatsoever in respect of any information or comment given by any of its officers (including directors), employees or agents irrespective of whether or not such information or comment is given at the Client's request.

客戶須按其獨立判斷及決定作出各個指示。在不影響上述條款的情況下，復星恆利證券有限公司不會就復星恆利證券有限公司任何行政人員（包括董事）、僱員或代理所提供之任何資料或論述承擔任何責任，不論該等資料或建議是否由客戶所要求下作出。

MARGIN ACCOUNT AGREEMENT 保證金客戶協議書

WHEREAS 鑒於：

1. When a stockbroker provides a customer with credit facilities in respect of transactions in securities effected by the stockbroker on behalf of the customer the account which the stockbroker establishes with the customer to record such transactions is said to be margin securities trading account (“margin account”);

當證券經紀向客戶就代表客戶進行之證券買賣提供信貸安排，而復星恆利證券為客戶開立以記錄該等買賣之戶口，稱為 保證金證券買賣戶口（下稱「保證金戶口」）；

2. The Client is desirous of opening one or more margin accounts with the Broker for the purpose of trading in securities; and

客戶欲於經紀處開立一個或多個保證金戶口，用以進行證券買賣；及

3. The Broker agrees that he will open and maintain such margin account(s) and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement

經紀同意開立及維持該（等）戶口，並以客戶之代理人身份，根據本合約之條款，進行證券買賣。

Definition 定義：

1. Terms defined in this Margin Account Agreement have the same meanings as in the Cash Account Agreement unless stated otherwise. Where any conflict arises between the cash account agreement and the provisions of this margin account agreement, the provisions of the latter shall prevail.

除另有規定外，本保證金賬戶協議中界定的詞語與現金賬戶協議中界定的詞語具有相同的含義。如現金客戶協議與本保證金客戶協議的條款有任何衝突時，以保證金客戶協議條款為準。

2. “Collateral” means all monies and Securities of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by Fosun Hani as the First fixed mortgage.

抵押品是指客戶以第一固定抵押方式將現在或未來任何時候存放於、轉移或令致其轉移至復星恆利證券持有的證券或者款項。該等抵押品將包括本公司不時為任何目的而持有、托管或控制的款項及證券。

Now IT IS HEREBY AGREED as follows: 現雙方協議如下：

- 1 This Agreement sets out the terms and conditions to which the Client shall be subject upon the

Client opening a margin account with the Broker in relation to transactions carried out in connection therewith.

本合約訂定客戶於經紀處開立保證金戶口，並以該戶口進行交易時所必須遵行之條款。

- 2 All transactions in securities made for or on behalf of the Client in Hong Kong shall be subject to the relevant provisions of the constitution, Rules, regulations, bye-laws, customs and usages of the Stock Exchange of Hong Kong (the “Exchange”) and of the Laws of Hong Kong as amended from time to time.

一切為或代表客戶在香港進行之證券交易，須受香港聯合交易所有限公司（「聯交所」）之憲章、規則、規例、附例、習俗及慣例中有關之規定約束，亦受制於不時修訂之香港法例。

- 3 All transactions executed on instructions of the Client through the hkex shall be subject to a transaction levy and any other levies that hkex from time to time may impose. The Broker is authorized to collect any such levies in accordance with the Rules prescribed by hkex from time to time. Clients could see details of commissions and fees on the Official Website of Fosun Hani Securities Limited.

依客戶指示透過香港交易所完成之一切交易須付交易徵費及由香港交易所不時徵收的任何其他費用。經紀獲授權根據香港交易所隨時指定之規則收取該等徵費。具體佣金及收費明細詳見復星恆利證券有限公司官方網站。

- 4 The Rules of the Exchange and HKSCC, in particular those rules which relate to trading and settlement, shall be binding on both the Broker and the Client in respect of transaction concluded on the instructions of the Client.

依客戶指示達成之一切交易，聯交所之規則（尤其有關交易及交收之規則）對復星恆利證券及客戶均具約束力。

- 5 In the event that the Broker commits a default as defined in the Securities and Futures Ordinance and the Client thereby suffers a pecuniary loss, the Client understands that the right to claim under the Compensation Fund established under the Securities and Futures Ordinance (Cap 571) will be restricted to the extent provided for therein.

若經紀未能履行《證券及期貨條例》所規定之責任，以致客戶蒙受金錢上之損失，客戶明白根據《證券及期貨條例》（第 571 章）而成立之賠償基金，索償權利僅限於該條例所規定之範圍。

- 6 The Client shall on demand from the Broker make payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Broker or which may be required by the rules of any exchange or market of which the Broker is a member. The Client agrees to use the Facility in connection with the acquisition or holding of Securities by Fosun Hani for the Client.

客戶須應經紀之要求，或按經紀所屬之任何交易所或市場之規則，以現金、股票或其他與經紀議定之價值支付按金或保證金。客戶承諾該保證金融資只會用在有關於復星恆利證券為客戶購入或持有證券之用途。

- 7 The Client shall be granted credit facilities percentage as may be agreed from time to time of the market value of the collateral maintained with the Broker.

授與客戶由復星恆利證券持有抵押品市值的不時議定的百分率的信貸融通。

- 8 If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Broker hereunder, on the due date therefore, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights the Broker may have, the Broker shall have the right to close the margin account(s) without notice to the Client and to dispose of any or all securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to pay the Broker all outstanding balances owing to the Broker. Any monies remaining after such application shall be refunded to the Client.

如客戶未能於經紀要求之限期前繳付按金或保證金，或任何本合約規定須付予經紀之款項，或未有遵行本合約之任何條款，在不影響經紀可能享有的任何其他權利的情況下，經紀有權無須通知客戶而結束保證金戶口，並處置任何或一切為或代表客戶持有之證券，將出售所得款項及任何現金按金，用以清償一切未付還經紀之餘數，而清償後之餘款須退還予客戶。

- 9 Unless otherwise agreed, the Client agrees that when the Broker has executed a purchase or sale transaction on the Client's behalf, the Client will by the due settlement date make payment to the Broker against delivery of or credit to the Client's account for purchased securities, or make good delivery of sold securities to the Broker against payment, as the case may be.

除非另有協議，客戶同意當經紀代客戶進行一宗買入或賣出的交易時，客戶將在到期交收日，就買入的股票付款予經紀，或記帳入客戶的戶口，或收到經紀的款項時，送交賣出的股票，就視情況而定。

- 10 Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of securities by the due date or time as mentioned above, the Broker is hereby authorized to:-

除非另有協議，客戶同意當客戶在到期交收日或時間不能如上文所述支付款項或送交股票時，授權經紀：

- (a) In the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client's obligations to the Broker, or

若為買入交易，轉讓或賣出任何該等股票，以償還客戶對經紀的責任，或

- (b) In the case of a sale transaction, to borrow and/or purchase such sold securities to

satisfy the Client's obligations to the Broker.

若為賣出交易，借入及 / 或買入此等沽出股票，以償還客戶對經紀的責任。

- 11 The Client hereby acknowledges that the Client will be responsible to the Broker for any loss, costs, fees and expenses in connection with the Client's failure to meet the Client's obligations by due settlement dates as described above.

現客戶確認，客戶將就客戶不能如上文所述在到期交收日達成客戶的責任，向復星恆利負責有關的損失、成本、費用及開支。

- 12 The Client undertakes to indemnify the Broker and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder including, any costs reasonably and necessarily incurred by the Broker in collecting any debts due to the Broker or in connection with the closure of the margin account(s).

客戶承諾償付經紀及其職員、僱員及代理人任何因客戶違背其在本合約之責任而引致或涉及之任何損失、費用、索償、責任或開支；包括經紀於收取欠款或因結束保證金戶口而在合理及需要之情況下引起之任何費用。

- 13 If in relation to any securities deposited with the Broker which are not registered in the Client's name any dividends or other distributions or benefits accrue in respect of such securities, the Client's account with the Broker 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 total number or amount of relative securities which shall comprise securities held on behalf of the Client.

客戶寄存於經紀處而未以客戶姓名註冊之證券，若產生股息或其他的派發或利益，經紀須根據代表客戶持有之有關證券數目或數額，按比例將該等利益存入客戶戶口內（或協議向客戶支付有關款項）。

- 14 If, in relation to any securities deposited with the Broker but which are not registered in the name of the Client, any loss is suffered by the Broker therefore, the margin account 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 total number or amount of relative securities which shall comprise securities held on behalf of the Client.

有關任何寄存於經紀處而未以客戶姓名註冊之證券，若經紀須承受任何損失，則根據代表客戶持有之有關證券數目或數額，按比例在客戶之保證金戶口內扣除（或協議由客戶支付有關款項）。

- 15 The Client represents and warrants that the Collateral is legally and beneficially owned by the Client. The Broker shall not, without the Client's prior written consent, deposit any of the Client's securities as security for any loans or advances made to the Broker or lend or otherwise

part with the possession of any of the Client's securities for any purpose.

客戶聲明並保證，抵押品乃是由客戶本人合法及實益擁有；沒有客戶事前書面同意，經紀不得將客戶任何證券，作為經紀取得貸款或墊支之抵押品寄存；或無論為任何目的，將證券借出或放棄其持有權。

- 16 Whilst the Client expects the Broker to keep confidential all matters relating to the Client's account, the Client hereby expressly agrees that the Broker may, if requested by the Exchange, provide to the Exchange details of the Client's account, in order to assist the Exchange with any investigation or enquiry it is undertaking

雖然客戶預期經紀保持一切客戶戶口資料機密，唯客戶仍明確同意經紀可於聯交所要求下，向香港交易所提供客戶之戶口詳情，以協助聯交所作任何調查或查詢。

- 17 In the event that the Broker has to obtain securities, which the Broker has purchased on behalf of the Client, in the open market, following the failure of the selling Broker to deliver on the settlement date, the Broker will be responsible for any difference in price and all incidental expense in connection with such open market purchase.

若經紀代表客戶購入證券，而由於賣方經紀未能於交收日內進行交收而須從公開市場上購買證券，經紀須負擔該等公開市場購入所涉及之差價及有關之支出。

- 18 The Client hereby agrees to pay interest on all overdue balances owing by him to the Broker (after as well as before any judgment), at such rate(s) as demanded by the Fosun Hani Securities Limited and be calculated and payable on the last day of each calendar month or upon any demand being made by the Broker or such percentages as may be agreed from time to time.

客戶欠經紀之過期未付餘款，客戶同意付息（法庭裁決之前或之後），按復星恆利證券要求之利率計算，於每月月底計算及繳付，或於經紀追討時繳付。該項利率於雙方同意下將會不時作出修訂。

- 19 The Client hereby understands that the value of the securities pledged under this Agreement may fluctuate during any trading day, and that a demand from the Broker for further deposit or margin may occur during the day. The Client hereby irrevocably agrees without condition that should such a demand from the Broker for further deposit or margin is not met by the Client within the specified time given by the Broker at the Broker's sole discretion, the Broker may, without further notice to the client, liquidate any or all the Client's pledged securities in order to satisfy the required deposit or margin amount. The Client further agrees absolutely that the Client will not hold the Broker responsible for any loss which may incur during the process of liquidation even if the value of the pledged securities rise back to a higher level after the liquidation.

客戶在此明白於本協議下遭抵押證券的價值可能會在任何交易日內有所波動，經紀有可能在一日之內要求追加押金或保證金。客戶在此必須無條件同意如客戶於經紀決定給予的規定時間內未能提交應經紀進一步要求的押金或保證金，經紀可以在不另行通知客戶之下，出售任何或所有的客戶所抵押的證券，以便滿足押金或保證金的要求。客戶亦完全同意客戶不會要求經紀對在出售證券過程中產生任何可能導致客戶損失的負責，即使抵押證券的價值在賣出後回升到更高的水平。

- 20 The information contained in the “Account Opening Form”, or otherwise supplied by or on behalf of the Client to the Broker in connection with the opening an account is complete, trust and correct. The Broker is entitled to rely on such information until written notice from the Client of any changes therein has been received.

客戶的所附之「開戶申請表格」內所載資料，或以其他方法由客戶或客戶代表向復星恆利證券提供之有關資料皆為完整、真實及正確。經紀有權倚賴此等資料，直至收到客戶書面通知有任何變更為止。

- 21 The Client authorizes the Broker to conduct a [personal or corporate] credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.

客戶授權經紀進行對客戶[個人或企業]之信用諮詢或查證，以確定客戶之財政狀況及投資目標。

- 22 Client hereby undertake to inform Fosun Hani Securities Limited when a sell order is in respect of securities which Client do not own i.e. Is a short sale.

客戶承諾當一個沽盤是有關客戶不擁有的證券時，即賣空，客戶會通知復星恆利證券。

- 23 Fosun Hani may not provide any Facility to the Client if any of the following circumstances should arise:

下列任何情況發生時，復星恆利證券將不會向客戶提供任何融資：

- (1) Client is in default of any clause of the Agreement;

客戶未能履行本協議的任何條款；

- (2) Fosun Hani think that there is or has been a material adverse change in the Client's financial condition ,which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under the Agreement; 、

復星恆利認為客戶的財務狀況正出現或已出現了重大的不利變化，而可能會影響客戶履行本協議之下的責任或履行客戶在協議之下的義務；

- (3)Fosun Hani thought it is not suitable to give client financial facility.

復星恆利證券認為不適合給客戶融資

24 Event of Default 違約事件

24.1 The happening of any of the following events shall constitute an event of default ("Event of Default"):

發生任何下列事件均構成違約事件（「違約事件」）：

24.1.1 Client's failure to pay any purchase price or other payments under this Agreement when due;

客戶於到期時未有根據本協議書支付任何買入價或其他款項；

24.1.2 The filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against client;

客戶被入稟破產或清盤或面對其他相類似的法律程序；

24.1.3 The levying of attachment against the Account;

戶口被實施扣押；

24.1.4 Client's default in the due performance or observance of any terms of this Agreement; or

客戶失責未有妥為履行或遵守本協議書任何條款；或

Any consent, authorization or board resolution required of client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect.

客戶訂立本協議書須提供的任何同意、授權或董事會決議全部或部分被撤回、暫停、終止或不再具有十足效力及作用。

24.1.5 The occurrence of any event which, in the sole opinion of Fosun Hani, might jeopardize any of its rights under this Agreement.

復星恆利證券認為發生了可能影響復星恆利證券在本協議所擁有權利的任何事件。

24.2 If an Event of Default occurs, without prejudice to any other rights or remedies that Fosun Hani Securities Limited may have against client and without further notice to client, Fosun Hani Securities Limited shall be entitled to (subject to all applicable laws):

倘發生違約事件，在不影響復星恆利證券可針對客戶行使的任何其他權利或補償以及不再另行通知客戶的情況下，復星恆利證券有權(在所有適用法律制約下)：

24.2.1 Immediately close the securities account

結束證券賬戶

24.2.2 Terminate all or any part of this agreement

終止本協議的全部或者部分

24.2.3 Cancel any or all outstanding orders or any other commitments made on client's behalf;

取消代客戶作出的任何或全部未履行的指令或任何其他承諾；

24.2.4 Cover any short position in the Account through the purchase of securities or liquidate any long position in the Account through the sale of securities;

在戶口空倉的情況下透過買入證券平倉或在戶口好倉的情況下透過賣出證券套現；

24.2.5 Sell, dispose of or otherwise deal with in whatever manner any securities in the Account and any securities deposited by client with Fosun Hani Securities Limited.

以任何方式賣出、處置或處理戶口內的任何證券及客戶交復星恆利證券存放的任何證券。

25 Risk Disclosure Statement 風險披露聲明書

25.1 The Client acknowledges that the price of securities can and does fluctuate, and that any individual security may experience downward movements, and may under some circumstances even become valueless. The Client appreciates therefore that there is an inherent risk that losses may be incurred rather than profit made, as a result of buying and selling securities. This is risk that the Client is prepared to accept.

客戶知悉證券價格可能及肯定會波動，而任何個別證券的價格皆可能下跌，在某些情況下更可能變成毫無價值，故客戶瞭解在證券買賣中固有之風險，即除可能獲利外，亦可能有損失。客戶願意承擔此風險。

25.2 The Client also acknowledges that there are risks in leaving securities in the custody of the Broker or in authorizing the Broker to deposit securities as collateral for loans or advances made to the Broker or authorizing the Broker to borrow or loan securities.

客戶亦知悉將證券寄存於經紀處，或授權經紀寄存證券作為經紀取得貸款或墊支之抵押，或授權經紀借貸證券等，均有風險。

25.3 The Client confirms that he has read the English/Chinese version of this Agreement and that the contents of this Agreement have been fully explained to him in a language which he understands. The Client hereby agrees and consents to the terms and conditions herein contained.

客戶確認已詳閱本合約文本，其中內容亦全部以客戶明白之語文，向其解釋清楚。客戶贊成及同意本合約內之一切條款。

- 25.4 This Agreement is governed by and enforced in accordance with the laws of Hong Kong, Fosun Hani Securities Limited and the Client hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

本協議受香港法律管轄，並按照香港法律執行。復星恆利證券有限公司及客戶特此不可撤銷地接受香港法院的專有管轄權管轄。

25.5 Appointment of Process Agent

If the Client is not a resident or does not have a place of business in Hong Kong, the Client, by signing his/her/their names in the “CUSTOMER ACKNOWLEDGEMENT AND CONSENT” section of the Account Opening Form, irrevocably appoints FH Finance Company Limited as the Client’s process agent to receive and acknowledge on his/her/their behalf service of any writ, summons, order, judgment or other notices of legal process in Hong Kong arising out of or in connection with his/her/their Account, the Account Opening Form, this Agreement and/or any ancillary documents thereto. The Client agrees that any service of any legal process on the process agent shall constitute sufficient service on the Client for the purpose of legal proceedings in the courts of Hong Kong. Nothing herein shall affect the right of Fosun Hani Securities Limited to serve process in any other manner permitted by law.

法律文件接收人委任書

如果客戶不是香港居民或沒有在香港經營業務的地址，客戶在開戶表格的「客戶確認及聲明」部分，簽署他/她/他們的名字，便代表其特此不可撤銷地委任復利財務有限公司為客戶之法律文件接收人，負責接收及認收在香港因他/她/他們的戶口、開戶表格、本協議及/或任何其附屬文件產生或與之有關而送達之令狀、傳召、命令、判決書以及其他法律程序通知。客戶同意將法律文件送達法律文件接收人，就香港法院的法律程序而言，已構成對客戶妥善送達。此委任書所載的條款不應影響復星恆利證券有限公司行使其權力，以任何其他法律許可的方式送達法律程序文件。

- 25.6 Client understand that the terms and conditions contained in this Agreement may be subjected to changes and/or amendments which Fosun Hani Securities Limited will notify me by post or fax or email or via uploading the same on Fosun Hani Securities Limited’s websites http://fosunhani.com/sc/download_center.php and/or http://fosunhani.com/tc/download_center.php from time to time. Client agrees without contest that such notification will be sufficient and that client’s continual use of Fosun Hani Securities Limited’s service shall be deemed as client’s full agreement to Fosun Hani Securities Limited changes and/or amendments to the terms and conditions of this Agreement. Meanwhile, Client is invited to call the following number (852) 2979 6988 at any time to enquire on any matter regarding changes and/or amendments to the terms and conditions contained in this Agreement, as well as, to obtain downloads / copies of any updated versions

of the terms and conditions of this Agreement.

客戶明白本協議中的條款和條件有可能會作出更改和/或修訂，復星恆利證券有限公司將會不時通過郵寄或傳真或電郵或復星恆利證券有限公司的網站 http://fosunhani.com/sc/download_center.php 及 / 或 http://fosunhani.com/tc/download_center.php 通知客戶。客戶同意這種通知已經足夠，並無異議，而客戶持續使用復星恆利證券有限公司的服務，可視為客戶完全同意復星恆利證券有限公司對本協議的條款和條件所作的更改及/或修訂。同時，客戶可隨時致電(852) 2979 6988 以查詢有關本協議所載的條款和條件的變更及/或修訂，以及獲取本協議的條款和條件的更新版本。

26 Currency Conversion

貨幣換算

26.1 In the event that Client directs Fosun Hani Securities Limited to enter into any transactions for Securities on an exchange or market on which such transactions are effected in a currency other than the currency in which the relevant Account is denominated:

倘客戶指示復星恆利證券有限公司在一交易所或市場訂立任何證券的交易，而有關交易以有關帳戶的貨幣單位以外的貨幣進行：

A. the costs thereof and any profit or loss arising as a result of fluctuations in the exchange rates between the relevant currencies will be entirely for the account and risk of Client, where the underlying rate of exchange is to be determined by Fosun Hani Securities Limited, and such determination shall be binding on Client.;

有關貨幣之間匯率波動所產生的成本、匯兌盈虧及風險，全由客戶承擔，而經復星恆利證券有限公司決定的相關匯率將對客戶具有約束力；

B. all initial and subsequent deposits for collateral (where applicable) shall be made in such currency and in such amounts as Fosun Hani Securities Limited may, in its sole discretion, from time to time designate. If upon agreement by Fosun Hani Securities Limited, any such deposit is made in a currency other than that as Fosun Hani Securities Limited may designate as aforesaid, Fosun Hani Securities Limited may determine a rate of exchange to be the then prevailing market rate of exchange between the relevant currencies for such deposit and such determination shall be binding on Client; and

抵押品（如適用）的所有首次及其後之存放，須按復星恆利證券有限公司全權酌情決定不時指定的貨幣及金額繳付。如（經復星恆利證券有限公司同意）有關存款以復星恆利證券有限公司據上述而指定之貨幣以外之貨幣存入，復星恆

利證券有限公司可決定用於該存款之有關貨幣之間的通行市場匯率，而有關決定對客戶具約束力；及

- C. when such transactions in Securities are closed out or otherwise liquidated, Fosun Hani Securities Limited shall debit or credit the relevant Accounts in the currency in which the relevant Accounts are denominated at a rate of exchange determined by Fosun Hani Securities Limited to be the then prevailing market rate of exchange between the relevant currencies and such determination shall be binding on Client.

在將有關證券平倉或以其他方式拋售時，復星恆利證券有限公司須以有關帳戶的貨幣單位扣除或記入按復星恆利證券有限公司決定之有關貨幣之間的通行市場匯率換算的款項，而有關決定對客戶應具約束力。

27 Product Recommendation and Own Judgment

產品建議及獨立判斷

- 27.1 If Fosun Hani Securities Limited solicit the sale of or recommend 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 Fosun Hani Securities Limited may ask the Client to sign and no statement Fosun Hani Securities Limited may ask the Client to make derogates from this clause. For clarity, the term "Financial product" in this clause means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

假如復星恆利證券有限公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是復星恆利證券有限公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他復星恆利證券有限公司可能要求客戶簽署的文件及復星恆利證券有限公司可能要求客戶作出的聲明概不會減損本條款的效力。為了清楚起見，本條款中的「金融產品」一詞指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第3類受規管活動的人所買賣的該等槓桿式外匯交易合約。

- 27.2 The Client shall make his own independent judgment and decision with respect to each Instruction. Without prejudice to the above clause, Fosun Hani Securities Limited shall be under no liability whatsoever in respect of any information or comment given by any of its officers (including directors), employees or agents irrespective of whether or not such information or comment is given at the Client's request.

客戶須按其獨立判斷及決定作出各個指示。在不影響上述條款的情況下，復星恆利證券有限公司不會就復星恆利證券有限公司任何行政人員（包括董事）、僱員或代理所提供之任何資料或論述承擔任何責任，不論該等資料或建議是否由客戶所要求下作出。

28 Transformation of Rights and Obligations 權利義務的轉讓

The client agrees that the Fosun Hani may transfer its rights and obligations under this Agreement without prior consent from the Customer. The rights and obligations of the client under this Agreement may not be assigned without the Fosun Hani's prior written consent.

客戶茲此同意，復星恆利證券可不經客戶事先同意即可將本協議項下的權利和義務轉讓給他人，未經復星恆利證券事先書面同意，客戶不得將其本協議項下的權利及義務轉讓。

INTERNET TRADING AGREEMENT 互聯網交易協議書

1 THE ACCOUNT 戶口

- 1.1 Client confirm that the information provided in the Account Opening Form is complete and accurate. Client will inform Fosun Hani Securities Limited of any changes to the information Client have submitted to Fosun Hani Securities Limited. Fosun Hani Securities Limited are authorized to conduct credit enquiries on client to verify the information Client have provided to Fosun Hani Securities Limited.

客戶確認「開戶申請表」所載資料均屬完整及正確。倘該等資料有任何變更，客戶將會通知復星恆利證券。客戶特此授權復星恆利證券對客戶的信用進行查詢，以核實上述表格所載資料。

- 1.2 Fosun Hani Securities Limited will keep information relating to client's Account confidential. However, Fosun Hani Securities Limited may disclose such information to the Exchange and the SFC to comply with their requirements or requests for information or otherwise as required by law.

復星恆利證券將會對客戶戶口的有關資料予以保密，但復星恆利證券可以根據聯交所及證監會的規定或應其要求或按法律規定，將該等資料提供予聯交所及證監會。

2 LAWS AND RULES 法例及規則

- 2.1 All transactions on securities which Fosun Hani Securities Limited effect on client's instructions ("Transactions") shall be effected in accordance with all laws, rules and regulatory directions applying to Fosun Hani Securities Limited. This includes but not limited to the rules of the Exchange, Securities & Futures Ordinance CAP571, SFC Code of Conduct and of the Hong Kong Securities Clearing Company Limited (the "Clearing House"). All actions taken by Fosun Hani Securities Limited in accordance with such laws, rules and direction shall be binding on client.

復星恆利證券按客戶的指示而進行的一切證券交易(「交易」)，須根據適用於復星恆利證券的一切法例、規則和監管指示的規定而進行。這方面的規定包括但不局限於聯交所證券及期貨條例第 571 章，證監會守則及香港中央結算有限公司(「中央結算公司」)的規則。復星恆利證券根據該等法例、規則及指示而採取的所有行動均對客戶具有約束力。

3 TRANSACTIONS 交易

- 3.1 Fosun Hani Securities Limited will act as client's agent in effecting Transactions unless Fosun Hani Securities Limited indicate (in the contract note for the relevant Transaction or

otherwise) that Fosun Hani Securities Limited are acting as principal.

除復星恆利證券(在有關交易的成交單或其它合約單據內)註明以自己本身名義進行交易外，復星恆利證券將以客戶的代理人身份進行交易。

- 3.2 Fosun Hani Securities Limited shall, as far as Fosun Hani Securities Limited consider practicable, sell and/or purchase securities in accordance with the instructions Client have given Fosun Hani Securities Limited. However, Fosun Hani Securities Limited will have absolute discretion to accept or reject client's purchase instructions.

復星恆利證券應在認為切實可行的情況下，按照客戶給予復星恆利證券的指示賣出及 / 或買入證券，但復星恆利證券有絕對酌情權決定接納或拒絕客戶的買入證券指示。

- 3.3 Client will immediately notify Fosun Hani Securities Limited of the same when Client have placed a sale order relating to securities which Client do not own ie. Involves short selling.

倘沽盤是有關非由客戶擁有的證券，即涉及賣空交易，客戶將會立即通知復星恆利證券。

- 3.4 On all Transactions, Client will pay Fosun Hani Securities Limited commissions and charges, as notified to client, as well as applicable levies imposed by the Exchange, and all applicable stamp duties. Fosun Hani Securities Limited may deduct such commissions, charges, levies and duties from the Account. Clients could see details of commissions and fees on the Official Website of Fosun Hani Securities Limited.

客戶會就所有交易支付復星恆利證券通知客戶的佣金和收費，繳付聯交所徵收的適用徵費，並繳納所有有關的印花稅。復星恆利證券可以從戶口中扣除該等佣金、收費、徵費及稅項。具體佣金及收費明細詳見復星恆利證券有限公司官方網站。

- 3.5 With respect to each Transaction, unless Fosun Hani Securities Limited are already holding cash or securities on client's behalf to settle the Transaction or otherwise agreed between us, Client will:

就每一宗交易，除另有協議外，除非復星恆利證券已代客戶持有現金或證券供交易交收之用，否則客戶將會在復星恆利證券就該項交易通知客戶的期限之前：

- 3.5.1 Pay Fosun Hani Securities Limited cleared funds or deliver to Fosun Hani Securities Limited security in deliverable form; or

向復星恆利證券交付可即時動用的資金或可以交付的證券；或

- 3.5.2 Otherwise ensure that Fosun Hani Securities Limited have received such funds or securities; by such time as Fosun Hani Securities Limited have notified client in relation to that Transactions. If Client fail to do so, Fosun Hani Securities Limited may:

以其它方式確保復星恆利證券收到此等資金或證券。倘客戶未能這樣做，復星恆利證券可以：

- In the case of a purchase Transaction, sell the purchased securities; and
- (如屬買入交易)出售客戶名下買入的證券及 / 或其它證券, 及 / 或提取本人/吾等信託戶口內的資金; 及
- In the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
(如屬賣出交易)借入及 / 或買入證券以進行交易的交收。

3.6 Client will be responsible to Fosun Hani Securities Limited for any losses and expenses resulting from client's settlement failures.

客戶將會負擔復星恆利證券因客戶未能進行交收而引起的任何損失及開支。

3.7 Client agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against client) at such rates and on such other terms as Fosun Hani Securities Limited have notified client from time to time.

客戶同意就所有逾期未付款項(包括對客戶裁定的欠付債務所引起的利息), 按復星恆利證券不時通知客戶的利率及其它條款支付利息。

3.8 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and Fosun Hani Securities Limited have to purchase securities to settle the Transaction, Client shall not be responsible to Fosun Hani Securities Limited for the costs of such purchase. 就買入交易而言, 倘賣方經紀未能於交收日內交付證券, 導致 復星恆利證券須買入證券進行交收, 客戶毋須為買入該等證券的費用向 復星恆利證券負責。

3.9 Client hereby confirm that Client have made client's own judgments and decisions with respect to each Transaction without reliance on any information or suggestions rendered by any of Fosun Hani Securities Limited' directors, officers, managers or agents; irrespective of whether or not such suggestions are given at client's request. Client further confirm that:

Fosun Hani Securities Limited shall have no liability whatsoever in respect of any such information or suggestions rendered.

客戶特此確認, 客戶是自行判斷及決定每一宗交易, 未有倚賴復星恆利證券任何董事, 高級人員, 經理或代理人提供的任何資料或建議, 而不論有關建議是否應客戶的要求作出。客戶進一步確認, 復星恆利證券毋須就所提供的任何有關資料或建議承擔任何責任。

3.10 Client hereby agree that Client will comply with Fosun Hani Securities Limited' credit and risk management policy and Client shall not exceed the credit limit (if any) Fosun Hani Securities Limited may have allocated to my Account.

客戶同意客戶將依從復星恆利證券的信用和風險管理政策, 同時客戶將不會超出復星恆利證券也許分配給我的帳戶的信用限額(如有的話)。

4 **INTERNET TRADING FACILITIES ("INTERNET TRADING SERVICE") 互聯網交易設施(「互聯網交易服務」)**

- 4.1 Client acknowledge that the Internet Trading Service is a semi-automated facility which enable client to operate the Account, to give instructions to purchase, sell or otherwise deal with securities and to receive information services through the Fosun Hani Securities Limited website on the Internet.

客戶確認互聯網交易服務是一項半自動的設施，使客戶可透過互聯網上的復星恆利證券網站運作戶口，發出買入、賣出或以其它方式處理證券的指示及接收資訊服務。

- 4.2 Unless otherwise notified to Fosun Hani Securities Limited, Client shall be the only authorized user of the Internet Trading Service. Fosun Hani Securities Limited may rely on any instructions which Fosun Hani Securities Limited receive from us via the Internet Trading Service and Fosun Hani Securities Limited are not required to verify the accuracy of any such instructions. Client shall fully indemnify Fosun Hani Securities Limited on demand against all losses, damages, interests, costs, expenses, actions, demands, claims, proceeds whatsoever which Fosun Hani Securities Limited may incur, suffer or sustain as a result of or arise from Fosun Hani's acceptance, reliance on or acting upon these instructions.

除非另行向復星恆利證券發出通知，客戶將是互聯網交易服務的唯一認可使用者。復星恆利證券可倚賴經互聯網交易服務從客戶收到的任何指示，而毋須核實任何有關指示的準確性。客戶須於被要求時，對復星恆利證券因接納或倚賴上述指示或按上述指示行事而招致，蒙受或承受的一切損失，損害賠償，利息，費用，開支，訴訟，要求，申索，法律程序，向復星恆利證券作出十足彌償。

- 4.3 Client consent that instructions placed via the Internet Trading Service will not be valid until corresponding confirmation is received from Fosun Hani Securities Limited through the Internet or fax, confirming that Fosun Hani Securities Limited have received the instructions within 2 days from the giving of instructions by client.

客戶同意，經互聯網交易服務發出的指示，將直至於客戶發出指示起兩天內收到復星恆利證券透過互聯網或經傳真發出的相應確認，確認復星恆利證券已收到有關指示，方始生效。

- 4.4 Client hereby undertake to inform Fosun Hani Securities Limited immediately if:

客戶持此承諾於下列情況出現時即時告知復星恆利證券：

- 4.4.1 An instruction in respect of the Account has been placed via the Internet Trading Service to which confirmation of receipt of such instruction or execution is not within 2 days of the dispatch of the instruction;

就戶口經互聯網交易服務發出指示，但並未於發出指示起兩天內接獲認收有關指示或執行指示的通知；

- 4.4.2 Client have received acknowledgement of an instruction or execution of it which has not

been given by client;

客戶接獲並非由客戶發出的指示或執行有關指示的確認；

- 4.4.3 Client have become aware of any unauthorized use of the Internet Trading Services in respect of the Account.

客戶知悉任何人士未經認可就戶口使用互聯網交易服務。

- 4.5 Client acknowledge that the Internet Trading Service, the Fosun Hani Securities Limited website and those software or technology comprised in them, are proprietary to Fosun Hani Securities Limited. Client hereby undertake that Client shall not nor shall attempt to temper with, modify, decompile, reverse engineer or otherwise alter any part of them.

客戶確認互聯網交易服務，復星恆利證券網站及其包括的軟件或技術，均屬復星恆利證券所有。客戶特此承諾，客戶不會亦不會嘗試篡改，更改，改編，仿製或以其它方式改動其任何部份。

- 4.6 Client acknowledge that the Internet is, due to unpredictable traffic congestion and other reasons, less reliable medium of communication and that such unreliability is beyond Fosun Hani Securities Limited control. Client acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of instructions and other information and that this may result in delays in the execution of instructions and/or the execution of instructions at prices different from those prevailing at the time the instructions were given. Client further acknowledge and agree that there are risks of misunderstandings or errors in any communication and that such risks shall absolutely be borne by client. Client acknowledge and agree that it shall not usually be possible to cancel an instruction after it has been given.

客戶確認由於不可預測的通訊擁塞以及其它原因，互聯網是一種較不穩定的通訊媒介，其不穩定的情況是復星恆利證券控制範圍以外的。客戶確認由於互聯網如上所述不可預料，在傳送和接收指示及其它資料時可能出現延誤，以致延遲執行指示及 / 或執行指示的價格與發出指示時的現行價格有所不同。客戶進一步確認及同意，任何通訊均有產生誤會或錯誤的風險，而有關風險應完全由客戶承擔。客戶確認及同意，指示一經發出後，通常均不可能取消。

- 4.7 Fosun Hani Securities Limited shall not be responsible for delays in transmission, receipt or execution of any instructions due to either breakdown or failure of transmission of communication facilities or unreliable medium of communications to any other courses beyond Fosun Hani Securities Limited control.

因傳送或通訊設施損壞或故障或因通訊媒介在復星恆利證券控制範圍以外的任何其它不可靠情況，導致任何指示在傳送，接收或執行上出現延誤，復星恆利證券概毋須負責。

- 4.8 Client acknowledge that the real time quote of stock prices available under the Internet

Trading Service is provided by a third party provider appointed by Fosun Hani Securities Limited from time to time. Client acknowledge that Fosun Hani Securities Limited shall not be responsible to client for any losses, costs, expenses, damages, or claims which Client may suffer as a result of or in connection with or arising out of any aspect of such real time quote including client's reliance on such quote.

客戶確認互聯網交易服務的即時報價是由復星恆利證券不時委任的第三方供應商提供。客戶確認客戶因上述即時報價(包括客戶倚賴有關報價)而蒙受的任何損失、費用、開支、損害賠償或申索，復星恆利證券一概毋須負責。

5 INSTRUCTIONS 指示

- 5.1 In operating the Account, Client understand that Client may give client's instructions either by verbal communications, in writing or through the Internet Trading Service.

在運作戶口時，客戶明白客戶可藉口頭通知，書面形式或透過互聯網交易服務發出指示。

- 5.2 Clients hereby consent to use the Internet Trading Service as a medium to communicate or transmit any instructions with respect to the Account. If Client experience any difficulty in communicating client's instructions via the Internet Trading Service, Client undertake to communicate our instructions via the alternative methods set out in Clause 5.1 above. The risk of using the Internet Trading Service is duly noted by us as stated in clause 4.6, 4.7 & 4.8 above.

客戶特此同意使用互聯網交易服務作為就戶口傳達或傳送任何指示的媒介。倘客戶在經互聯網交易服務傳達客戶的指示時遇到任何困難，客戶承諾透過上文第 5.1 條載列的其它方法傳達客戶的指示。客戶已充份知悉上文第 4.6、4.7 及 4.8 條所述使用互聯網交易服務的風險。

6 SAFEKEEPING OF SECURITIES 證券的保管

- 6.1 Any securities which are held by Fosun Hani Securities Limited for safekeeping may, at Fosun Hani Securities Limited discretion (in the case of registrable securities) be registered in client's name or in the name of Fosun Hani Securities Limited nominee, or be deposited in safe custody on a designated account with Fosun Hani Securities Limited bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody service.

自復星恆利證券寄存妥為保管的任何證券，復星恆利證券可以酌情決定，(如屬可註冊證券)以客戶的名義或以復星恆利證券的代理人名義註冊；或存放於復星恆利證

券往來銀行的一個指定帳戶或提供文件保管設施的任何其它機構，以妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

- 6.2 Where securities are not registered in client's name, any dividends or other benefits arising in respect of such securities shall, when received by Fosun Hani Securities Limited, be credited to client's Account or paid or transferred to client, as agreed with Fosun Hani Securities Limited. Where the securities form part of a larger holding of identical securities held for Fosun Hani Securities Limited clients, Client shall be entitled to the same share of the benefits arising on the holding as client's share of the total holding.

倘證券未以客戶的名義註冊，復星恆利證券於收到該等證券所獲派的任何股息或其它利益時，須按客戶與復星恆利證券的協議記入客戶的戶口或支付予或轉帳予客戶。倘該等證券屬於復星恆利證券代客戶持有較大數量的同一證券的一部分，客戶有權按客戶佔總持有量的比例獲得該等證券的利益。

- 6.3 Fosun Hani Securities Limited do not have client's written authority under provision of the Securities Ordinance to:

客戶並無根據<證券條例>第 81(3)條以書面授權復星恆利證券：

- 6.3.1 Deposit any of client's securities with a banking institution as collateral for an advance or loan made to Fosun Hani Securities Limited, or with the Clearing House as collateral for the discharge of Fosun Hani's obligations under the clearing system

將客戶的任何證券存放在銀行業機構，作為復星恆利證券所獲墊支或貸款的低押品，或者存放在中央結算公司，作為履行復星恆利證券在結算系統下之責任的抵押品

- 6.3.2 Borrow or lend any of client's securities

借貸客戶的任何證券

- 6.3.3 Otherwise part with possession (except to client or on client's instructions) of any of client's securities for any purpose.

基於任何目的以其他方式放棄持有客戶的任何證券(交由客戶持有或按客戶的指示除外)。

7 CASH HELD FOR CLIENT 代客戶保管的現金

Any cash held for client, other than cash received by Fosun Hani Securities Limited in respect of Transactions and which is on-paid for settlement purposes or to client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. Client agree that they will not receive any interest credit from the client trust account.

代客戶保管的現金須依照適用法律不時的規定，存入於一家持牌銀行開立的一個客戶

信託賬戶內，惟復星恆利證券就交易取得並須為交收而轉付予客戶的現金除外。客戶同意將不會從客戶信託戶口中收到任何利息。

8 RISK DISCLOSURE STATEMENT 風險披露聲明書

Client acknowledge that the price of securities can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. Client also acknowledge that there may be risks in leaving securities in Fosun Hani Securities Limited' safekeeping. For example, if Fosun Hani Securities Limited are holding client's securities and Fosun Hani Securities Limited become insolvent, Client may experience significant delay in recovering the securities. These are risks that Client are prepared to accept.

客戶確認證券價格可能及必定會波動，任何個別證券的價格均可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能招致損失的風險。客戶並確認將證券交給復星恆利證券保管可能存在風險。例如當復星恆利證券持有客戶的證券而復星恆利證券無力償債時，客戶取回證券的時間可能會受到嚴重阻延。客戶願意承擔此等風險。

9 EVENT OF DEFAULT 違約事件

9.1 The happening of any of the following events shall constitute an event of default ("Event of Default"):

發生任何下列事件均構成違約事件（「違約事件」）：

9.1.1 Client's failure to pay any purchase price or other payments under this Agreement when due;

客戶於到期時未有根據本協議書支付任何買入價或其他款項

9.1.2 The filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against client;

客戶被入稟破產或清盤或面對其他相類似的法律程序：

9.1.3 The levying of attachment against the Account;

戶口被實施扣押；

9.1.4 Client's default in the due performance or observance of any terms of this Agreement; or

客戶失責未有妥為履行或遵守本協議書任何條款；或

9.1.5 Any consent, authorization or board resolution required of client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect.

客戶訂立本協議書須提供的任何同意、授權或董事會決議全部或部份被撤回、暫停、終止或不再具有十足效力及作用。

9.1.6 The occurrence of any event which, in the sole opinion of Fosun Hani, might jeopardize any of its rights under this Agreement.

復星恆利證券認為發生了可能影響復星恆利證券在本協議所擁有權利的任何事件。

9.2 If an Event of Default occurs, without prejudice to any other rights or remedies that Fosun Hani Securities Limited may have against client and without further notice to client, Fosun Hani Securities Limited shall be entitled to (subject to all applicable laws):

倘發生違約事件，在不影響復星恆利證券可針對客戶行使的任何其他權利或補償以及不再另行通知客戶的情況下，復星恆利證券有權(在所有適用法律制約下)：

9.2.1 Immediately close the securities account

結束證券賬戶

9.2.2 Terminate all or any part of this agreement

終止本協議的全部或者部分

9.2.3 Cancel any or all outstanding orders or any other commitments made on client's behalf;

取消代客戶作出的任何或全部未履行的指令或任何其他承諾；

9.2.4 Cover any short position in the Account through the purchase of securities or liquidate any long position in the Account through the sale of securities;

在戶口空倉的情況下透過買入證券平倉或在戶口好倉的情況下透過賣出證券套現：

9.2.5 Sell, dispose of or otherwise deal with in whatever manner any securities in the Account and any securities deposited by client with Fosun Hani Securities Limited.

以任何方式賣出、處置或處理戶口內的任何證券及客戶交復星恆利證券存放的任何證券。

10 GENERAL 一般規定

10.1 All securities held for client's Account shall be subject to a general lien in Fosun Hani Securities Limited favor, for the performance of client's obligations to Fosun Hani Securities Limited arising in respect of dealing in securities for client.

所有客戶戶口內的證券均受限於 復星恆利證券的一般留置權，以確保客戶履行對 復星恆利證券代客戶買賣證券而產生的責任。

- 10.2 If Fosun Hani Securities Limited fail to meet Fosun Hani's obligations to client pursuant to this Agreement, 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.

倘復星恆利證券沒有依照本協議書的規定履行對客戶的責任，客戶有權向根據<證券條例>成立的賠償基金索償，惟須受賠償基金不時的條款制約。

- 10.3 Fosun Hani Securities Limited will notify client of material changes in respect of Fosun Hani's business which may affect the services Fosun Hani Securities Limited provide to client.

倘復星恆利證券的業務有重大變更，並且可能影響復星恆利證券為客戶提供的服務，復星恆利證券將會通知客戶。

- 10.4 Client confirm that Client have read and agree to the terms of this Agreement, which have been explained to client in a language that Client understand.

客戶確認客戶已詳閱並同意本協議書的條款，而且該等條款已經以客戶明白的語言向客戶解釋。

- 10.5 This Agreement is governed by and enforced in accordance with the laws of Hong Kong, Fosun Hani Securities Limited and the Client hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

本協議受香港法律管轄，並按照香港法律執行。復星恆利證券有限公司及客戶特此不可撤銷地接受香港法院的專有管轄權管轄。

- 10.6 Appointment of Process Agent

If the Client is not a resident or does not have a place of business in Hong Kong, the Client, by signing his/her/their names in the "CUSTOMER ACKNOWLEDGEMENT AND CONSENT" section of the Account Opening Form, irrevocably appoints FH Finance Company Limited as the Client's process agent to receive and acknowledge on his/her/their behalf service of any writ, summons, order, judgment or other notices of legal process in Hong Kong arising out of or in connection with his/her/their Account, the Account Opening Form, this Agreement and/or any ancillary documents thereto. The Client agrees that any service of any legal process on the process agent shall constitute sufficient service on the Client for the purpose of legal proceedings in the courts of Hong Kong. Nothing herein shall affect the right of Fosun Hani Securities Limited to serve process in any other manner permitted by law.

法律文件接收人委任書

如果客戶不是香港居民或沒有在香港經營業務的地址，客戶在開戶表格的「客戶確認及聲明」部分，簽署他/她/他們的名字，便代表其特此不可撤銷地委任復利財務有限公

司為客戶之法律文件接收人，負責接收及認收在香港因他/她/他們的戶口、開戶表格、本協議及/或任何其附屬文件產生或與之有關而送達之令狀、傳召、命令、判決書以及其他法律程序通知。客戶同意將法律文件送達法律文件接收人，就香港法院的法律程序而言，已構成對客戶妥善送達。此委任書所載的條款不應影響復星恆利證券有限公司行使其權力，以任何其他法律許可的方式送達法律程序文件。

- 10.7 Client understand that the terms and conditions contained in this Agreement may be subjected to changes and/or amendments which Fosun Hani Securities Limited will notify me by post or fax or email or via uploading the same on Fosun Hani Securities Limited's websites http://fosunhani.com/sc/download_center.php and/or http://fosunhani.com/tc/download_center.php from time to time. Client agrees without contest that such notification will be sufficient and that client's continual use of Fosun Hani Securities Limited's service shall be deemed as client's full agreement to Fosun Hani Securities Limited changes and/or amendments to the terms and conditions of this Agreement. Meanwhile, Client is invited to call the following number (852) 2979 6988 at any time to enquire on any matter regarding changes and/or amendments to the terms and conditions contained in this Agreement, as well as, to obtain downloads / copies of any updated versions of the terms and conditions of this Agreement.

客戶明白本協議中的條款和條件有可能會作出更改和/或修訂，復星恆利證券有限公司將會不時通過郵寄或傳真或電郵或復星恆利證券有限公司的網站 http://fosunhani.com/sc/download_center.php 及 / 或 http://fosunhani.com/tc/download_center.php 通知客戶。客戶同意這種通知已經足夠，並無異議，而客戶持續使用復星恆利證券有限公司的服務，可視為客戶完全同意復星恆利證券有限公司對本協議的條款和條件所作的更改及/或修訂。同時，客戶可隨時致電(852) 2979 6988 以查詢有關本協議所載的條款和條件的變更及/或修訂，以及獲取本協議的條款和條件的更新版本。

11 Currency Conversion

貨幣換算

- 11.1 In the event that Client directs Fosun Hani Securities Limited to enter into any transactions for Securities on an exchange or market on which such transactions are effected in a currency other than the currency in which the relevant Account is denominated:

倘客戶指示復星恆利證券有限公司在一交易所或市場訂立任何證券的交易，而有關交易以有關帳戶的貨幣單位以外的貨幣進行：

- A. the costs thereof and any profit or loss arising as a result of fluctuations in the exchange rates between the relevant currencies will be entirely for the account and

risk of Client, where the underlying rate of exchange is to be determined by Fosun Hani Securities Limited, and such determination shall be binding on Client.;

有關貨幣之間匯率波動所產生的成本、匯兌盈虧及風險，全由客戶承擔，而經復星恆利證券有限公司決定的相關匯率將對客戶具有約束力；

- B. all initial and subsequent deposits for collateral (where applicable) shall be made in such currency and in such amounts as Fosun Hani Securities Limited may, in its sole discretion, from time to time designate. If upon agreement by Fosun Hani Securities Limited, any such deposit is made in a currency other than that as Fosun Hani Securities Limited may designate as aforesaid, Fosun Hani Securities Limited may determine a rate of exchange to be the then prevailing market rate of exchange between the relevant currencies for such deposit and such determination shall be binding on Client; and

抵押品（如適用）的所有首次及其後之存放，須按復星恆利證券有限公司全權酌情決定不時指定的貨幣及金額繳付。如（經復星恆利證券有限公司同意）有關存款以復星恆利證券有限公司據上述而指定之貨幣以外之貨幣存入，復星恆利證券有限公司可決定用於該存款之有關貨幣之間的通行市場匯率，而有關決定對客戶具約束力；及

- C. when such transactions in Securities are closed out or otherwise liquidated, Fosun Hani Securities Limited shall debit or credit the relevant Accounts in the currency in which the relevant Accounts are denominated at a rate of exchange determined by Fosun Hani Securities Limited to be the then prevailing market rate of exchange between the relevant currencies and such determination shall be binding on Client.

在將有關證券平倉或以其他方式拋售時，復星恆利證券有限公司須以有關帳戶的貨幣單位扣除或記入按復星恆利證券有限公司決定之有關貨幣之間的通行市場匯率換算的款項，而有關決定對客戶應具約束力。

12 Product Recommendation and Own Judgment

產品建議及獨立判斷

- 12.1 If Fosun Hani Securities Limited solicit the sale of or recommend 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 Fosun Hani Securities Limited may ask the Client to sign and no statement Fosun Hani Securities Limited may ask the Client to make derogates from this clause. For clarity, the term "Financial product" in this clause means any

securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.

假如復星恆利證券有限公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是復星恆利證券有限公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他復星恆利證券有限公司可能要求客戶簽署的文件及復星恆利證券有限公司可能要求客戶作出的聲明概不會減損本條款的效力。為了清楚起見，本條款中的「金融產品」一詞指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第3類受規管活動的人所買賣的該等槓桿式外匯交易合約。

- 12.2 The Client shall make his own independent judgment and decision with respect to each Instruction. Without prejudice to the above clause, Fosun Hani Securities Limited shall be under no liability whatsoever in respect of any information or comment given by any of its officers (including directors), employees or agents irrespective of whether or not such information or comment is given at the Client’s request.

客戶須按其獨立判斷及決定作出各個指示。在不影響上述條款的情況下，復星恆利證券有限公司不會就復星恆利證券有限公司任何行政人員（包括董事）、僱員或代理所提供之任何資料或論述承擔任何責任，不論該等資料或建議是否由客戶所要求下作出。

13 Transformation of Rights and Obligations 權利義務的轉讓

The client agrees that the Fosun Hani may transfer its rights and obligations under this Agreement without prior consent from the Customer. The rights and obligations of the client under this Agreement may not be assigned without the Fosun Hani’s prior written consent.

客戶茲此同意，復星恆利證券可不經客戶事先同意即可將本協議項下的權利和義務轉讓給他人，未經復星恆利證券事先書面同意，客戶不得將其本協議項下的權利及義務轉讓。

RISK DISCLOSURE STATEMENT AND DISCLAIMER

風險披露聲明及免責聲明

RISK OF SECURITIES TRADING

證券交易的風險

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

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

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股份的的風險

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers. Client should seek independent professional advice if client are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流動性很低。客戶只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。假如客戶對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

RISK OF MARGIN TRADING

保證金買賣的風險

The risk of loss in financing a transaction by deposit of collateral is significant. Client may sustain losses in excess of client's cash and any other assets deposited as collateral with the

licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. Client may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, Client collateral may be liquidated without Client's consent. Moreover, Client will remain liable for any resulting deficit in client's account and interest charged on client's account. Client should therefore carefully consider whether such a financing arrangement is suitable in light of client's own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。客戶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。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為客戶的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

RISK OF INTERNET TRADING

互聯網交易的風險

If the client execute a transaction though internet, the client will be exposed to risks associated with the system including the failure of hardware and software. There are risks of misunderstanding or errors in any communication during internet trading. 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. Fosun Hani Securities Limited shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of instructions/orders to the place of execution or the transmission of reports of execution to you due to any failure of communication facilities, or any other delays beyond the reasonable control of Fosun Hani Securities Limited.

如果客戶透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險、通信上會存在誤解或錯誤的風險。系統失靈可能會導致復星恆利證券的買賣盤不能根據指示執行，或完全不獲執行。復星恆利證券不會就有關延誤所構成的後果(包括但不限於延誤向交易地點發出指示或命令，或因任何通訊設施故障而延遲向客戶發出執行報告，或其他不能合理地由復星恆利證券控制的延誤)負責。

RISK OF TRADING OPTIONS

期權交易的風險

The risk of loss in trading options is substantial, you may sustain losses in excess of your initial margin funds. Placing contingent 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.

買賣期權的虧蝕風險可以極大。閣下所蒙受的虧蝕可能會超過最初存入的保證金數額。即使閣下設定了備用指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。在需補倉的情況下，若閣下未能在指定的時間內提供所需數額，閣下的未平倉合約可能會被平倉，並且閣下仍然要對閣下的帳戶內任何因此而出現的虧欠數額負責。因此，閣下在買賣前應研究及理解期貨合約及期權，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閣下。

RISKS INVOLVED IN INVESTING CALLABLE BULL/BEAR CONTRACTS (“CBBC”)

投資牛熊證的風險

CBBC is different from other securities, The CBBC involved in a CBBC will be enforceable called by the issuer when the price of the underlying asset hits the Call Price and trading in that CBBC will expire early.

牛熊證不同於別的證券，牛熊證涉及強制回收的風險，牛熊證的相關資產價格觸及收回價，牛熊證會即時由發行商收回，買賣亦會終止。

Payoff for Category N CBBC will be zero when they expire early. When Category R CBBC expire early the holder may receive a small amount of Residual Value payment. Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived.

N類牛熊證將不會有任何剩餘價值。若是R類牛熊證，持有人或可收回少量剩餘價值，但在最壞的情況下亦可能沒有剩餘價值。當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣。

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

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

The Exchange requires all CBBC issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. There is no guarantee that clients will be able to buy/sell CBBC at their target prices any time they wish.

交易所規定所有牛熊證發行商要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在為產品提供兩邊開盤方便買賣，但不能保證客戶可以隨時以其目標價買入／沽出牛熊證。

Cbbcs are classic leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Clients should be aware that the value of a CBBC may fall to zero resulting in a total loss of the initial investment.

牛熊證是典型的槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。客戶須留意，牛熊證的價值可以跌至零，屆時當初投資的資金將會盡失。

RISK OF INVESTING HONG KONG LISTED DERIVATIVE WARRANTS (“DW”)

投資香港上市認股權證的風險

In the event that a DW issuer becomes insolvent and defaults on their listed securities,

Clients will be considered as unsecured creditors and will have no preferential claim to any assets held by the issuer. Clients should therefore pay close attention to the financial strength and credit worthiness of DW issuers.

倘若認股權證發行商破產而未能履行其對所發行證券的責任，客戶只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，客戶須特別留意衍生產品發行商的財力及信用。

Dws have an expiry date after which the issue may become worthless. Clients should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

認股權證設有到期日，到期後的產品即一文不值。客戶須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

Prices of dws can increase or decrease in line with the implied volatility of underlying asset price. Clients should be aware of the underlying asset volatility.

認股權證的價格可隨相關資產價格的引申波幅而升跌，客戶須注意相關資產的波幅。

The Exchange requires all dws issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. There is no guarantee that clients will be able to buy/sell dws at their target prices any time they wish.

交易所規定所有認股權證發行商要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在為產品提供兩邊開盤方便買賣，但不能保證客戶可以隨時以其目標價買入／沽出認股權證。

Dws are classic leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Clients should be aware that the value of a dws may fall to zero resulting in a total loss of the initial investment.

認股權證是典型的槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。客戶須留意，認股權證的價值可以跌至零，屆時當初投資的資金將會盡失。

RISKS INVOLVED IN TRADING EXCHANGE TRADED FUNDS (“ETFs”)

投資交易所買賣基金的風險

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

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

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

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

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

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

With regards to the Synthetic replication strategies (including the Swap-based etfs and Derivative embedded etfs), If the issuers or the dealer fail to honor their contractual commitments, the client will suffer losses.

對於以掉期合約或者衍生工具構成的綜合复制策略基金，若掉期交易商或者發行商不能履行其合約，則基金將要蒙受損失。

RISKS INVOLVED IN INVESTING EQUITY LINKED INSTRUMENT (“ELIS”)

投資股票掛鈎票據的風險

Clients should note that any dividend payment on the underlying security may affect its Price and the payback of the ELI at expiry due to ex-dividend pricing. Clients should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.

客戶應注意，正股因派息而出現的除息定價或會影響正股的價格，以致連帶影響股票掛鈎票據到期的償付情況。客戶亦應注意，發行人可能會由於正股的公司行動而對票據作出調整。如正股價格變動與客戶事前看法不同，客戶可能會損失部分甚至全部本金。

RISK OF TRADING EXCHANGE TRADED NOTES (ETNS)

交易所交易票據的風險

ETN is a type of unsecured, unsubordinated debt security issued by an underwriting bank, designed to provide investors access to the returns of various market benchmarks. The returns of etns are usually linked to the performance of a market benchmark or strategy, minus applicable fees. Similar to other debt securities, etns have a maturity date and are backed only by the credit of the issuer.

交易所交易票據是由承銷銀行發行的無擔保、非次級債務證券，旨在為投資者提供各個市場基準的回報。交易所交易票據的回報通常與一個市場基準或策略的表現掛鉤，並扣除適用的費用。與其他債務證券類似，交易所交易票據有到期日，且僅以發行人信用作為支持。

There is no guarantee that investors will receive at maturity, or upon an earlier repurchase, investors' initial investment back or any return on that investment. Significant adverse monthly performances for investors' etns may not be offset by any beneficial monthly performances. The issuer of etns may have the right to redeem the etns at the repurchase value at any time. If at any time the repurchase value of the etns is zero, investors' investment will expire worthless. Etns may not be liquid and there is no guarantee that you will be able to liquidate your position whenever you wish.

投資者並無保證將於到期日或發行人提早回購時可收回投資本金或任何投資回報。對於交易所交易票據，正面表現的月份或無法抵銷其中某些極不利之月度表現。交易所交易票據發行人有權隨時按回購價值贖回交易所交易票據。若於任何時候交易所交易票據的回購價值為零，投資者的投資則變得毫無價值。交易所交易票據可能流通性不足，投資者並無保證可隨時按其意願，以目標價格買賣。

In the event that the ETN issuer defaults, the potential maximum loss could be 100% of the investment amount and no return may be received, given ETN is considered as an unsecured debt instrument.

鑒於交易所交易票據屬無抵押品的債務工具，若交易所交易票據發行商發生違約或破產，最大潛在損失可能是投資額的百分之一百及無法獲得任何利潤。

The value of the ETN may drop despite no change in the underlying index, instead due to a downgrade in the issuer's credit rating. Therefore, by buying etns, investors get direct exposure to the credit risk of the issuer and would only have an unsecured bankruptcy claim if the issuer declares bankruptcy. The principal amount is subject to the periodic application of investor fees or any applicable fees that can adversely affect returns. Where you trade etns with underlying assets not denominated in local currencies investors are also exposed to exchange rate risk.

Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETN price.

即使受追蹤的相關指數沒有變化，發行人信用評級降級亦會導致交易所交易票據的價值下跌。買賣交易所交易票據的投資者直接面臨發行人的信用風險，且在發行人宣佈破產的情況下僅擁有無擔保的破產索償權。本金金額須扣除定期收納的投資者費用或任何適用的費用，該等費用會對回報產生不利影響。閣下應注意交易所交易票據的相關資產可能因交易所交易票據本身以外的貨幣計值而產生的匯率風險。匯率變動可為閣下的投資帶來不利影響。

Investors may have leveraged exposure to the underlying index, depending on the product feature. The value of etns can change rapidly according to the gearing ratio relative to the underlying assets. You should be aware that the value of an ETN may fall to zero resulting in a total loss of the initial investment.

個別交易所交易票據可能會採用槓桿，而交易所交易票據的價值會因應其對於相關資產的槓桿比率而迅速變化。閣下應注意交易所交易票據的價值可能會跌至零，閣下可能損失所有的投資本金。

RISKS INVOLVED IN INVESTING BONDING

投資債券的風險

There is a risk that the issuer may fail to pay clients the interest or principal as scheduled. When the interest rate rises, the price of a fixed rate bond will normally drop. If clients want to sell their bond before it matures, they may get less than their purchase price. If clients hold a callable bond, when the interest rate goes down, the issuer may redeem the bond before maturity. If this happens clients have to re-invest the proceeds, the yields on other bonds in the market will generally be less favorable.

存在發行人未能如期向客戶繳付利息或本金的風險，利率上升時，定息債券的價格通常會下降。如果客戶打算在到期日之前出售其債券，所得的金額可能會低於買入價。假如客戶持有的是可贖回債券，當利率下調時，發債機構或會在到期日前提早贖回債券。在此情況下，如果客戶將收回的本金再投資債券的話，市場上其他債券的孳息率一般都會不及原來投資時那麼優厚。

Issuer of a bond may be unable to make the coupon and principal payments specified for a bond which the client invested. The rate at which coupon and principal cash flows from a bond are reinvested will be lower than the expected rate in effect when the bond was purchased. Bond market is considerable thinner than stock market, secondary market for bond trading is

limited.

債券發行人將可能存在無法支付客戶投資債券的息票和本金的違約風險。存在債券的息票和本金的現金流量在購買債券時實際再投資率將低於預期收益率之再投資風險。債券市場相對於股票市場較為不活躍，二級市場的債券交易量是有限的。

Inflation Risk is the risk that the rate of price increases in the economy deteriorates the returns associated with the bonds. An investor is exposed to currency risk if a bond is denominated in a currency other than his home currency. There may be a single event or circumstance that could have a major effect on the ability of an issuer to repay a bond obligation.

經濟週期價格上漲而將降低與債券有關的回報。若債券是以投資者所在地以外的其他貨幣計值，投資者將面對貨幣風險。一個單一的事件或情況而可能對發行人償還債券的義務能力構成重大影響。

General Major Risks associated with Exchange-traded Derivative Products (including but not limited to the following) 交易所買賣衍生產品附帶的一般主要風險(包括但不限於以下所述)

1. Issuer default risk 衍生產品發行商違約風險

In the event that an exchange-traded derivative product issuer becomes insolvent and defaults on their issued products, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of exchange-traded derivative product issuers. Since exchange-traded derivative products are not asset backed, in the event of issuer bankruptcy, investor can lose their entire investment.

倘若衍生產品發行商破產而未能履行其對所發行產品的責任，投資者只被視為無抵押債權人，對衍生產品發行商任何資產均無優先索償權。因此，投資者須特別留意交易所買賣衍生產品發行商的財力及信用。由於交易所買賣衍生產品並沒有資產擔保，若發行商破產，投資者便可能會損失其全部投資。

2. Limited Life 有期限性

Most of the exchange-traded derivative product issuer has an expiry date after which the products may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

大部分交易所買賣衍生產品均設有到期日，到期後產品將會變得毫無價值。投資者務必留意衍生產品的到期時間，確保所選衍生產品尚餘的有效期能配合其交易策略。個單一的事件或情況而可能對發行人償還債券的義務能力構成重大影響。

3. Extraordinary price movements 價格波動幅度較大

The price of an exchange-traded derivative product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

交易所買賣衍生產品的價格或會因為外來因素（如市場供求）而有別於其理論價，因此，實際成交價可以高於亦可低於其理論價。

4. Gearing risk 槓桿風險

Exchange-traded derivative products such as derivative warrants and callable bull/bear contracts are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of an exchange-traded derivative product may fall to zero resulting in a total loss of the initial investment.

交易所買賣衍生產品如衍生權證及牛熊證均為槓桿產品，其價值可按其相對於相關資產的槓桿比率而快速改變。交易所買賣衍生產品的價值可以跌至零，令當初的投資資金盡失。

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

在香港聯合交易所有限公司買賣納斯達克—美國證券交易所證券的風險

The Securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated clients. Client should consult client's dealer and become familiarized with the PP before trading in the PP securities. Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Marker of The Stock Exchange of Hong Kong Limited.

按照納斯達克—美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的客戶而設的。客戶在買賣該項試驗計劃的證券之前，應先諮詢交易商的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

RISK OF PROVIDING AN AUTHORITY TO LEND OR DEPOSIT YOUR SECURITIES WITH THIRD PARTIES

提供將你的證券借出予或存放於第三方的授權書的風險

There is risk if client provide client's dealer or securities margin financier with an authority that allows it to lend client's securities to or deposit them with certain third parties under section 148 of the Securities Ordinance (Cap.571) and related Rules. This is allowed only if client consent in writing. The consent must specify the period for which it is current, which cannot exceed 12 months. Client are not required by any law to sign these authorities. But an authority may be required by dealers or securities margin financiers, for example, to facilitate margin lending to the client or to allow the client's securities to be loaned to or deposited as collateral with third parties. Client's dealer or securities margin financier should explain to client the purposes for which one of these authorities is to be used. If client sign one of these authorities and client's securities are lent to or deposited with third parties, those third parties will have a lien or charge on client's securities. Although client's dealer or securities margin financier is responsible to client for client's securities lent or deposited under the authority, a default by it could result in the loss of client's securities. A cash account not involving securities borrowing and lending is available from most dealers. If client do not require margin facilities or do not wish client's securities to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

向客戶的交易商或證券保證金融資人提供授權書，容許他根據《證券條例》(第 571 章)第 148 條及有關規則，將客戶的證券借出予或存放於第三方，存在一定風險。該項允許僅限於客戶已就此給予書面同意的情況下方行有效。上述書面同意必須指明有效期，而該段有效期不得超逾 12 個月。現時並無任何法例規定客戶必須簽署這些授權書。然而，

交易商或證券保證金融資人可能需要授權書，以便例如向其客戶提供保證金貸款或獲許將有關客戶的證券借出予第三方或作為抵押品存放於第三方。客戶的交易商或證券保證金融資人應向客戶闡釋將為何種目的而使用授權書。倘若客戶簽署授權書，而客戶的證券已借出予或存放於第三方，該等第三方將對客戶的證券具有留置權或作出押記。雖然客戶的交易商或證券保證金融資人根據該授權書而借出或存放屬於客戶的證券須對客戶負責，但上述交易商或證券保證金融資人的失責行為可能會導致客戶損失客戶的證券。大多數交易商均提供不涉及證券借貸的現金帳戶。假如客戶無需使用保證金貸款，或不希望本身證券被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

在香港以外地方收取或持有的客戶資產的風險

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

持牌人或註冊人在香港以外地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》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產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。

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

提供代存郵件或將郵件轉交第三方的授權書的風險

If client provide client's dealer or securities margin financier with an authority to hold mail or to direct mail to third parties, it is important for client to promptly collect in person all contract notes and statements of client's account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如客戶向客戶的交易商或證券保證金融資人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

INTEREST ON TRUST ACCOUNT

信託帳戶的利息

In accordance with the Securities Ordinance Cap.571 Section 149 and related Rules, a dealer within a specified period must deposit client's credit money into a trust account. Client's credit money shall be kept in the trust account until the dealer received instruction from the client to withdraw the credit amount from the trust account or to pay for client's settlement. Client are reminded that any credit money Fosun Hani Securities Limited deposit into the trust account, and credit interest (if any) so generated, unless agreed in writing, clients will not receive interest payment on their credit money, and Fosun Hani Securities Limited will not refund credit interest (if any) so received to clients.

根據《證券條例》(第 571 章)第 149 條規定，證券商須將客戶之存入款額於指定日期內存入證券商在持牌銀行設立之信託帳戶內。信託帳戶內之所有款額，須由該證券商保留在該帳戶內，直至該等款額支付予所代為持有的人或按照該人的指示而支付為止(視屬何情況而定)，或直至該等款額須用於代任何該等人就購買證券而完成支付為止。現在提醒客戶，復星恆利證券存入信託帳戶的款項，以利息的形式衍生的所有款項，除非得到雙方書面同意，否則閣下信託戶口內的結餘款項均沒有利息，而本公司亦不會退回任何有關利息。

SHANGHAI-HONG KONG STOCK CONNECT (NORTHBOUND CLIENTS KNOWLEDGE

滬港通 (北向)客戶需知

- 1 No day trading is allowed;不容許回轉交易；
- 2 Pre-trade checking is in place so that a client must have his/her shares transferred to the EP's corresponding CCASS account before the commencement of trading on a trading day if he/she intends to sell the shares during a trading day;

設有交易前檢查：如客戶擬於個別交易日出售股份，須於該交易日開市前將股份轉移至交易所參與者的相應中央結算系統戶口；

- 3 All trading must be conducted on SSE, i.e. No over-the-counter (OTC) or manual trades are allowed;

所有交易必須在上交所進行，不設場外交易或非自動對盤交易；

- 4 Naked short selling is not allowed;

不得進行無備兌賣空活動；

The Client hereby agrees and authorizes Fosun Hani to do or not to do whatever act without Client's prior approval in connection with any Northbound trading of the Client as Fosun Hani in its absolute discretion deems appropriate to comply with any Northbound Trading Regulations or any orders, directions, notices or requests from any authorities. Fosun Hani shall not be liable for any loss or damage directly or indirectly suffered by the Client arising from or in connection with such action or inaction of Fosun Hani;

客戶特此同意及授權復星恆利證券可在沒有客戶事先同意的情況下，以其絕對的酌情權認為合適採取或不採取相關於客戶北向交易的任何行動，以便遵從任何北向交易規則或主管機關的任何指令、指示、通告或要求。復星恆利證券不須為客戶這些因復星恆利證券的行事或者不行事所導致的直接或間接承受的損失或損害承擔責任。

- 5 Foreign shareholding restriction (including the forced-sale arrangement) is in place and eps should have the right to "force-sell" client's shares upon receiving the forced-sale notification from SEHK;

實施境外持股量限制（包括強制出售安排）：交易所參與者有權於接獲聯交所的強制出售通知時「強制出售」客戶股份；

- 6 Clients should understand fully the Mainland rules and regulations in relation to short-swing profits, disclosure obligations and follow such rules 17 and regulations accordingly;

客戶應完全了解並遵守內地有關短線交易利潤及披露責任的法規；

- 7 Eps may have the right to cancel client's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;

交易所參與者有權於緊急情況（如香港懸掛八號颱風訊號）下取消客戶訂單；及

- 8 Eps may not be able to send in client's order cancellation requests in case of contingency such as when SEHK loses all its communication lines with SSE, etc and clients should still bear the settlement obligations if the orders are matched and executed;

在緊急情況（例如聯交所失去與上交所的所有聯絡渠道等）下，交易所參與者或未能發出客戶的取消買賣盤指令；在該等情況下，如訂單經已配對及執行，客戶須承擔交收責任；

- 9 Clients must comply with SSE Rules and other applicable laws of Mainland China relating to Northbound trading;

客戶須遵守上交所規則及中國內地有關滬股通交易的適用法律；

- 10 Eps may forward the client's identity to SEHK which may on-forward to SSE for surveillance and investigation purposes;

交易所參與者將向聯交所轉發客戶身份資料，聯交所可能繼而轉發予上交所以作監察

及調查之用；

- 11 If the SSE Rules are breached, or the disclosure and other obligations referred to in the SSE Listing Rules or SSE Rules is breached, SSE has the power to carry out an investigation, and may, through SEHK, require eps to provide relevant information and materials and to assist in its investigation;

倘有違反上交所規則、或上交所的上市規則或上交所規則所述的披露及其他責任的情況，上交所有權進行調查，並可能透過聯交所要求交易所參與者提供相關資料及材料協助調查；

- 12 SEHK may upon SSE's request, require an EP to reject orders from the client;

聯交所或會應上交所要求，要求交易所參與者拒絕處理客戶訂單；

- 13 Client needs to accept the risks concerned in Northbound trading, including but not limited to prohibition of trading SSE Securities, being liable or responsible for breaching the SSE Listing Rules, SSE Rules and other applicable laws and regulations;

客戶須接納滬股通所涉及的風險，包括但不限於買賣滬股通股票的禁限、對違反上交所上市規則、上交所規則及其他適用法律及規例負責或承擔法律責任；

- 14 SSE may request SEHK to require EP to issue warning statements (verbally or in writing) to their clients, and not to extend Northbound trading service to their clients; and

上交所或會要求聯交所要求其參與者向客戶發出口頭或書面警告，以及不向客戶提供滬股通交易服務；及

- 15 Fosun Hani shall have no obligation to collect or receive or take any other action in relation to any payment or distribution in respect of SSE Securities for the Client's account, or to notify the Client about any notice, circular, announcement or similar corporate action in respect of SSE Securities;

復星恆利證券沒有責任為客戶戶口的滬港通股票的任何付款或分派為客戶收集、接收或進行其他的行動，或知會客戶有滬股通股票的任何通知、通告、公告或類似公司行動。

- 16 Hkex, SEHK, SEHK Subsidiary, SSE and SSE Subsidiary and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by an EP, its clients or any third parties arising from or in connection with Northbound trading or the CSC.

交易所參與者、其客戶或任何第三方若因為滬股通交易或 CSC 而直接或間接蒙受任何損失或損害，香港交易所、聯交所、聯交所子公司、上交所及上交所子公司以及其各自的董事、僱員及代理人概不負責。

- 17 The above summary only covers part of the risks related to Shanghai-Hong Kong Stock Connect. The Client should visit the website of hkex for details for Shanghai-Hong Kong Stock Connect.

以上概述只涵蓋「滬港通」涉及的部分風險，相關法律、法規及規則詳情，客戶應自行瀏覽港交所之網站。

DATA PRIVACY POLICY

個人資料(私隱)政策

Fosun Hani Securities Limited takes Clients' privacy seriously. Please read the following to learn more about our privacy policy.

復星恆利證券有限公司一向非常重視客戶的私隱，因此制定此私隱政策。請客戶細讀以下私隱政策的內容：

1. From time to time, it is necessary for customers to supply the Company with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of related financial services or compliance with any laws or guidelines issued by regulatory or other authorities.

客戶在本公司申請開立戶口、延續戶口及建立或延續信貸便利或要求本公司提供金融服務或其他服務時、或因法例規定或監管或其他管理機構所發出的指引，須要不時向本公司提供資料。

2. Failure to supply such data may result in the Company being unable to approve the opening of or continue accounts or establish or continue credit facilities or provide related financial services or comply with any laws or guidelines issued by regulatory or other authorities.

若客戶未能向本公司提供有關資料，可能會導致本公司無法為閣下開立或延續戶口、建立或延續信貸便利或提供有關金融投資服務或其他服務或遵守法例規定或監管或其他管理機構所發出的指引。

3. It is also the case that data are collected from customers in the ordinary course of the continuation of the financial relationship.

在客戶與本公司的正常業務往來過程中，本公司有可能會收集到客戶的資料。

4. The purposes for which data relating to customers may be used are as follows :

客戶的資料可能會用作下列用途：

- (i) The daily operation of the services and credit facilities provided to customers;

向客戶提供日常運作服務和信貸便利設施；

- (ii) Conducting credit checks;

進行信貸調查；

- (iii) Assisting other institutions to conduct credit checks;

協助其他財務機構作信貸審查；

- (iv) Ensuring ongoing credit worthiness of customers;

確保客戶的信用維持良好；

- (v) Designing financial services or related products for customers' use;

為客戶設計金融投資服務或有關產品；

- (vi) Marketing financial services or related products;

向客戶推廣服務或產品；

Determining the amount of indebtedness owed to or by customers;

確定本公司對客戶或客戶對本公司的債務；

- (vii) Meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements or court orders binding on the Company; and

根據本公司須遵守的法律要求，或因監管或其他管理機構所要求本公司遵守的指引而作出披露；及

- (viii) Purposes relating to any of the above.

與上述任何項目有關的其他用途

5. Data held by the Company relating to a customer will be kept confidential but the Company may provide such information to the following parties:

本公司會把客戶的資料保密，但本公司可能會把該等資料提供予下列人士或機構

- (i) Any agent, contractor or third party service provider who provides administrative, telecommunications, computer, financial, trade execution, cash, securities and/or contracts clearing or settlement or other services to the Company in connection with the operation of its business;

任何代理人、承辦商或向本公司提供與本公司的業務運作有關的行政、電訊、電腦、金融投資、執行交易服務或現金、證券及／或合約結算或交收服務或其他服務的第三者服務供應人；

- (ii) Any other person under a duty of confidentiality to the Company including a group companies of the Company which has undertaken to keep such information confidential;

任何對本公司有保密責任的人，包括對本公司有保密承諾而與本公司同屬一集團的公司；

- (iii) Any financial institution or dealer with which the customer has or proposes to have dealings;

任何與客戶已有或建議有交易往來的金融機構或交易商；

- (iv) Any credit reference agency and in the event of default, any debt collection agency;
信貸資料服務機構，如資料當事人欠賬時則可將該等資料提供予債務追收代理；
 - (v) Any actual or proposed assignee of the Company or participant or sub-participant or transferee of the rights of the Company in respect of the customer; and
任何根據本公司需遵守的法律要求，或因監管或其他管理機構所要求本公司遵守的指引，而向其作出披露的人士；
 - (vi) Any actual or proposed assignee of the Company or participant or sub-participant or transferee of the rights of the Company in respect of the customer; and
任何本公司的實質或建議受讓人、或參與人、或附屬參與人、或本公司對客戶權利的受讓人；
6. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (Cap. 486) (the "Ordinance"), an individual has the right to:
- 在符合《個人資料(私隱)條例(第 486 章)》(「私隱條例」)之條款情況下，任何個人有權：
- (i) Check whether the Company holds data about him and the right of access to such data;
查核本公司是否持有他的資料及查閱有關的資料
 - (ii) Require the Company to correct any data relating to him which is inaccurate; and
要求本公司更正與該人士有關而不準確的資料
 - (iii) Ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company.
查悉本公司對處理資料的政策與實務及本公司所持有的個人資料的種類

7. In accordance with the terms of the Personal Data (Privacy) Ordinance, Cap.486 of the Laws of Hong Kong ("the Ordinance"), the Company has the right to charge a reasonable fee for the processing of any data access request.

據條例規定，本公司有權就處理任何資料查閱的要求收取合理費用。

8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows :

Fosun Hani Securities Limited

Suite 2101-2105, 21/F, Champion Tower, 3 Garden Road, Central, Hong Kong

Tel : (852) 2869 1318 Fax : (852) 2868 0699

於資料查閱或資料更正，或關於資料政策及實務或資料種類等要求，可聯絡：

復星恆利證券有限公司

香港中環花園道3號冠君大廈21樓2101-2105室

電話：(852) 2869 1318 傳真：(852) 2868 0699

9. In addition to the Company's duty of confidentiality to customers, the Company shall at all times observe the above privacy principles and the Ordinance of the Hong Kong SAR in collecting, maintaining and using the personal data of customers.

除對客戶有保密責任外，無論於收集、紀錄維護及使用客戶之個人資料時，本公司在任何時間亦會恪守私隱政策原則及「私隱條例」之條文及精神。

10. This Policy may be revised, amended or supplemented from time to time by the Company.

本公司可對本私隱政策不時作出修改、修訂或補充。