“中 華 通 補 充 條 款”

“The China Connect Supplement”

本中華通補充條款（以下簡稱“**本條款**”）是於 20_____年_____月______日由下列雙方所簽訂。

This China Connect Supplement (hereinafter called the “Supplement”) is made on the above day between:

(1) 客戶姓名 Client’s name(s): ____

客戶賬號 Client’s Account no.:__________________________;其通訊地址為 Whose registered address is

____

（以下簡稱“**客戶**”）; 及

(hereinafter called “the Client”); and

(2) **勝利證券有限公司**，為證監會註冊機構，證監註冊編號：ABN091，其**香港辦事處為香港上環德輔道中308號20樓全層**，經營 RA1（證券交易）、RA2（期貨合約交易）、RA4（就證券提供意見）及 RA9（提供資產管理）業務（以下簡稱“**本公司**”或“**勝利證券**”）。

Victory Securities Company Limited, licensed by Securities and Futures Commission for Type 1 (dealing in securities), Type 2 (dealing in future contracts), Type 4 (advising on securities) and Type 9 (asset management) regulated activities with CE number ABN091, whose registered office is situated at 20/F, 308 Central Des Voeux, No. 308 Des Voeux Road Central, Sheung Wan, Hong Kong (hereinafter called “Victory Securities” or “the company”)

客戶僅此同意所有由勝利證券及其代理經紀於其任何戶口所進行的該等交易將根據本條款不時修訂及如情況許可下將預先通知客戶。本條款雙方同意遵守下列本條款所訂明的條款及規例：-

The Client hereby agrees that all such transactions conducted by Victory Securities and its brokers in any of its accounts will be amended from time to time in accordance with these Terms and will be notified to the Client in advance as appropriate. The Parties agree to be bound by the following terms and regulations set forth in these Terms: -

1. 不容許即日對銷買賣及回轉交易。

   Neither day trading nor turnaround trading is allowed.

2. 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勝利證券有限公司於交易所的相應中央結算系統戶口。

   Pre-trade checking is in place so that the Client must have his/her shares transferred to Victory Securities’ corresponding Central Clearing and Settlement System (CCASS) account before the commencement of trading on a trading day if he/she intends to sell the shares during a trading day.

3. 客戶不得指示買入碎股（即金額小於中華通一個標準交易單位），本公司可有絕對酌情決定權而拒絕之。客戶所持有中華通的碎股，只能一次性地全部賣出，本公司不接受碎股之分次賣出。

   The Client may not order to buy odd lots (i.e., the amount is less than one standard trading unit of China Connect) and Victory Securities may refuse to do so in its absolute discretion. A sale of odd lots is allowed provided that the China Connect sell order relates to the sale of all, and not part.

4. 所有交易必須在中華通市場系統進行，不設場外交易或非自動對盤交易。
All trading must be conducted on China Connect Market System, i.e. no over-the counter (OTC) or manual trades are allowed.

5. 客戶不得作出賣出賬戶中並不持有的證券之指示（無抵押賣空）。
The Client shall not give an order to sell securities not held in the account (Naked short selling is not allowed).

6. 本公司有權於接獲聯交所的強制出售通知時「強制出售」客戶股份。
Foreign shareholding restriction (including the forced-sale arrangement) is in place and Victory Securities should have the right to "force-sell" client's shares upon receiving the forced-sale notification from Stock Exchange of Hong Kong (SEHK).

7. 在融資買賣方面，投資者只可以對若干中華通證券進行融資買賣。上交所/深交所不定時確定可以進行融資買賣的證券名單，該名單將登載在香港交易所網站供投資者查閱。若可融資買賣證券名單發生變化，尤其證券從可融資買賣調整為不可融資買賣時，本公司有權調整客戶帳戶的保證金比例。
In terms of margin trading, the Client may only purchase and sell a certain number of China Connect Securities by margin financing. The SSE and the SZSE shall, from time to time, determine the list of securities available for margin trading, and such list will be posted on the website of the Hong Kong Stock Exchange for investors' reference. In case of any changes in the list of securities available for margin trading, especially the adjustment from available for margin trading to not available for margin trading, Victory Securities shall have the right to adjust the margin ratio in client's account.

8. 根據交易所規定，當中華通證券的北向每日額度用盡時，會立即停止相應買盤交易訂單（已獲接受的買盤訂單不會因每日額度用盡而受到影響，此外仍可以繼續接受賣盤訂單），當日不會再次接受買盤訂單。
Subject to the rules of Exchanges, if the daily northbound trading quota of China Connect Securities has been reached, the corresponding buy orders (buy orders already accepted will not be affected by the limitation of the daily quota and the sell orders can still be accepted) will be immediately stopped and will not be accepted again on that day.

9. 本公司在處理訂單時，可能會將您的北向交易訂單與其他客戶或其聯屬公司的北向交易訂單合併處理。這可能在某些時候使您處於不利地位，並且由於上述限額控制的原因，可能導致您的訂單僅能部分執行或全部無法執行。
When Victory Securities processes orders, it may aggregate the Client's orders with those of other clients or their affiliates with respect to the Northbound trading transactions. This may put the Client at a disadvantage at some time and, for reasons of quota control as described above, may lead to the partial execution or even no execution of the Client's orders.

10. 客戶已確認在中華通市場營運者于中華通市場實施熔斷機制，而導致于中華通市場暫停執行交易，及因此實施熔斷機制的風險。客戶應留意上交所及深交所公布之「熔斷機制」通告。本公司及其雇員概沒任何責任通知客戶「熔斷機制」資訊。
The Client has confirmed the risk that a "Circuit Breaker Provisions" will be implemented by operators, resulting in suspension of transaction execution in the China Connect market. The Client is advised to note the "Circuit breaker" circular issued by The SSE and the SZSE. Victory Securities and its employees are under no obligation to notify clients of Circuit Breaker information.

11. 投資者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;

The Client should understand fully the Mainland rules and regulations in relation to short-swing profits, disclosure obligations and follow such rules;

12. 本公司作為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;

Victory Securities as Exchange Participant (EP) may have the right to cancel client's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;

13. 在緊急情況 (例如聯交所失去與上交所/深交所的所有聯絡渠道等) 下，本公司作為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，如訂單已配對及執行，客戶須承擔交收責任;

Victory Securities as EP may not be able to send out client's order cancellation requests in case of contingency such as when SEHK disconnects all its communication lines with Shanghai Stock Exchange (SSE)/ Shenzhen Stock Exchange (SZSE), etc and clients should still bear the settlement obligations if the orders are matched and executed;

14. 客戶須遵守上交所/深交所規則及中國內地有關中華通北向交易的適用法律;

The Client must comply with SSE/SZSE Rules and other applicable laws of Mainland China relating to China Connect Northbound trading;

15. 本公司作為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/深交所以作監察及調查之用;

Victory Securities as EP may forward the Client's identity to SEHK which may on-forward to SSE/SZSE for surveillance and investigation purposes;

16. 倘有違反上交所/深交所規則、或上交所/深交所上市規則或上交所/深交所規則所述的披露及其他責任的情況，上交所/深交所有權進行調查，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;

If the SSE/SZSE Rules are breached, or the disclosure and other obligations referred to in the SSE/SZSE Listing Rules or SSE/SZSE Rules is breached, SSE/SZSE 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;

17. 聯交所或會應上交所/深交所要求，要求交易所參與者拒絕處理客戶訂單;

SEHK may upon SSE/SZSE's request, require an EP to reject orders from the Client;

18. 客戶須接納中華通北向交易所涉及的風險，包括但不限於買賣上交所/深交所股票的禁限、對違反上交所/深交所上市規則、上交所/深交所規則及其適用法律及規例負責或承擔法律責任;

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

19. 上交所/深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，以及不向客戶提供中華通北向交易服務;

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

20. 交易所參與者、其客戶或任何第三方若因為中華通北向交易或中華證券通系統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/深交所及上交所/深交所子公司以及其各自的董事、僱員及其代理人概不負責。

HKEX, SEHK, SEHK Subsidiary, SSE/SZSE and SSE/SZSE Subsidiary and their respective directors, employees and agents shall not be responsible or held liable for the loss or damage directly or indirectly suffered by an EP, its clients or any third parties arising from or in connection with China Connect Northbound trading or the China Stock Connect System (CSC).

21. 客戶將僅在其為機構專業投資者時進行上交所科創板和深交所創業板股份交易；倘其若是代表相關委託人交易的中介機構（包括但不限於基金管理人、資產管理人、經紀行或落盤人）進行交易，將僅在每名該等委託人均為機構專業投資者時進行上交所科創板和深交所創業板股份交易。如果本公司發現任何不合資格的創業板和/或科創板股票交易，客戶將被要求盡快平倉不合資格的股票。

The Client will only trade STAR shares listed on SSE or ChiNext shares listed on SZSE when such client is an Institutional Professional Investor; If such client is an intermediary (including but not limited to a fund manager, asset manager, brokerage house or a placer) trading on behalf of its underlying customers, it will only trade STAR shares listed on SSE or ChiNext shares listed on SZSE when each underlying customers is an Institutional Professional Investor. If Victory Securities identified any non-eligible ChiNext and/or STAR shares, the Client will be required to unwind the ineligible position as soon as practicable.

22. 為遵守中國內地適用法律及上交所/深交所規定，本公司執行的中華通買賣盤及中華通證券交易的相關賬目及紀錄，以及相關客戶指示及賬戶資料（包括相關券商客戶編碼及客戶識別信息），本公司須全部妥為保存不少於 20 年。

To comply with applicable laws in Mainland China and the requirements of SSE/SZSE, Victory Securities shall keep proper books and records of the China Connect orders input and the China Connect Securities Trades executed by it and the related client instructions and account information (including the related BCAN and CID) for a period of not less than 20 years.

23. 客戶根據本附加條款及客戶合約的所有權利將適用於所有在交易中參與的經紀、代理人、交易所及結算公司。

All rights of the Client pursuant to this Appendix and the Client Agreement shall also apply to any broker, agent, exchange and clearing house involved in the Transaction.

24. 倘本附加條款及客戶合約之任何條文被任何合資格的司法管轄權法院或監管機構或機關判定無效或不能強制執行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本附加條款及客戶合約將繼續獲得執行，猶如該無效或不能強制執行之條文並無載於本附加條款及客戶合約內一樣。

If any of the provisions of this Appendix and the Client Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Appendix and the Client Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained herein.

25. 本公司除非獲得客戶書面批准，否則本公司不會將附加條款及客戶合約下任何本公司之權利及／或義務轉讓予任何其他人士。

Victory Securities shall not assign any of its rights and/or obligations under this Appendix and the Client Agreement to any other person except with the Client’s prior written consent.

26. 如果客戶違反或有任何理由相信其已或可能違反上述任何條款，客戶須立即通知時勝利證券。勝利證券可能：

(甲) 未能向客戶提供新服務或繼續提供全部或部分服務，並保留終止勝利證券與客戶關係的權利；

(乙) 作出所需行動讓勝利證券或勝利集團成員符合合規責任；及

(丙) 若本地法律許可，封鎖、轉移或結束客戶的賬戶。

If the Client violates or has any reason to believe that such client has or may violate any of the above terms, the Client must immediately notify Victory Securities. Victory Securities may:

(a) fails to provide new services to clients or to continue to provide all or part of the services, and reserves the right to terminate the relationship between Victory Securities and clients;

(b) take the necessary actions to bring Victory Securities or members of the Victory Group into compliance; and

(c) block, transfer or close the Client's account if permitted by local law.

27. 本公司可不時決定或按香港交易所、聯交所、上交所/深交所及香港證監會指示，就使用中華通服務買賣上交所科創板和深交所創業板股份訂立、更改、補充或刪除任何規定、條件、限制及安排。中華通交易所參與者須全面遵守該等規定、條件、限制和安排。

Victory Securities may from time to time, as it may determine or as directed by HKEX, SEHK, SSE/SZSE and SFC, prescribe, change, supplement or remove any requirements, conditions, restrictions and arrangements in relation to the use of the China Connect Service for trading ChiNext shares through publication on the HKEX website or such other means as the Exchange considers appropriate. China Connect Exchange Participants shall comply with the requirements, conditions, restrictions and arrangements in all respects.

本人／吾等同意以上附加條款及客戶買賣合約文件所訂明的條款並願意遵守本條款中提及的條款及規例的所有約束。

I/We hereby agree with all the provisions of this Appendix to the Client Trading Agreement, and agree to be bound by all terms and conditions stated on this Agreement.

客戶同意及確認

Accepted and confirmed by the Client

____

客戶簽署

Signature of the Client

(如屬公司客戶，須由授權人士簽署並加上公司蓋章)

(Signature of the Authorized person with Company Chop for Corporate Client)

由勝利證券有限公司確認及接受

Accepted and confirmed by Victory Securities Company Limited

____

授權人士簽署

Signature of the Authorized person