

致：越秀證券有限公司（「**越秀證券**」）

敬啟者：

承認及同意書：有關中港通服務的條款及風險披露 及中華通資料收集聲明

本人／我們特此同意、承諾及確認，就本人／我們使用越秀證券所提供的中港通服務：

- (i) 本人／我們將遵守不時適用於中港通服務及透過使用此服務進行交易的所有法律、規則及規例，以及由監管或政府機構、交易所、市場、結算所及有管轄權的其他機構（包括但不限於香港證券及期貨事務監察委員會、香港聯合交易所有限公司和中國證券監督管理委員會）所制定的所有規定及作出的要求（「**市場要求**」）。
- (ii) 本人／我們作為委託人，須負責有關本人／我們使用中港通服務及透過使用此服務進行交易所涉之所有義務和責任。在任何情況下，越秀證券及其代理人均毋須對本人／我們可能代表之任何人士承擔任何責任。本人／我們同意，越秀證券可出售或提出由其關聯實體出售本人／我們之代表所收到或持有的任何證券或證券抵押品，以清償由本人／我們或本人／我們的代表向越秀證券、其關聯實體或第三方欠下的任何負債。
- (iii) 越秀證券有絕對酌情權不時添加或修改中港通服務的任何條款，以確保或促進符合任何市場要求或達到越秀證券認為合適的目的。此外，本人／我們同意中港通服務中有關特定中國內地市場或交易所的服務，將會或現正由越秀證券提供，並須遵守越秀證券不時規定的附加條款及載列於有關附件的附加條款。上述附加條款和修訂後的條款將構成本承認書的一部分，並須與承認書一併閱讀。本人／我們持續使用中港通服務，將構成本人／我們接受附加條款和修訂後的條款。附加條款及／或修訂後的條款可於越秀證券的網站（<http://www.yxsh.hk/main>）上查閱或由越秀證券按其認為適當的其他方式傳達給本人／我們。
- (iv) 本人／我們已被邀請仔細閱讀並考慮越秀證券可能不時提供的條款及風險披露聲明，當中列明有關使用中港通服務的相關條款和所涉的風險，並獲邀請提出問題，並在適當時諮詢獨立意見。
- (v) 本人／我們須向越秀證券及其代理人支付和付還由本人／我們與越秀證券不時同意的或任何市場要求所規定的所有佣金，和越秀證券或其代理人就本人／我們使用中港通服務而產生或被徵收的費用、收費、成本、開支、徵費、罰款和稅款。越秀證券及其代理人毋須為其就與本人／我們或本人／我們的代表進行的任何交易或業務，而可能從任何人收取或向任何人提供的任何佣金、報酬、回扣或其他好處，對本人／我們負責。
- (vi) 越秀證券及其代理人毋須為其未就中港通服務履行其任何各自的義務而承擔任何責任，惟未能履行的直接或間接原因須是：
 - a. 監管或政府機構、交易所、市場、結算所及有管轄權的其他機構的限制、不作為、違約或行為；
 - b. 任何交易所提供的服務暫停、受限或停止；
 - c. 任何結算所的結算交易受中斷或無法進行；
 - d. 暴動、騷亂、戰爭、洪水、颱風、地震、火災或爆炸；
 - e. 第三方電子傳輸或其他電子系統的任何中斷、延遲、故障、暫停或錯誤；
 - f. 超出越秀證券及其代理人的合理控制的任何其他原因。在發生任何上述事件後，越秀證券有權絕對酌情決定暫停、限制或停止提供中港通服務的全部或部分，而不給予任何事先通知。
- (vii) 越秀證券概不就以下各項目向本人／我們負責：有關中港通服務的任何間接、相應而生、附帶、特殊或懲罰性損害賠償、損失、負債、費用或開支，包括但不限於任何利潤的損失。
- (viii) 越秀證券有權按其認為適當向任何第三方轉讓、轉移或以其他方式出售其在本承認書下的全部或任何權利、利益或義務，而毋須事先通知本人／我們或獲得本人／我們的同意。本人／我們不得未經越秀證券的事先書面同意而向任何第三方轉讓、轉移或出售本人／我們在本承認書下的權利、利益或義務。
- (ix) 假如本人／我們開始或繼續使用中港通服務，本承認書的條款（可能經不時修訂及補充）須構成具有法律約束力的協議，並為附加於管限本人／我們與越秀證券之間的帳戶關係的條款及條件。假如兩者之間出現任何歧義，概以本承認書的條款為準。

- (x) 本承認書的條款須受香港特別行政區的法律管限。與本承認書及／或通過使用中港通服務進行的任何交易關的一切爭議，應受香港特區法院管轄。
- (xi) 使用中港通服務存在限制交易的風險，本人／我們通過中港通服務進行交易的指示或會不被接受。本人／我們了解本人／我們使用中港通服務的相應責任，包括違反市場要求的後果。
- (xii) 假如本人／我們、越秀證券或越秀證券任何客戶被發現已作出或可能已作出任何異常交易行為或沒有遵守市場要求，香港聯合交易所有限公司有權不向本人／我們提供中港通服務及要求越秀證券不接受本人／我們的指示。
- (xiii) 假如存在違反市場要求的情況，(a) 上海證券交易所（“上交所”）或深圳證券交易所（“深交所”）有權進行調查，並且可以通過香港聯合交易所有限公司（或者香港聯合交易所有限公司子公司或任何其他政府或監管機構）要求越秀證券提供與本人／我們有關的任何資訊和材料（包括但不限於本人／我們的資料和個人資料）並且要求越秀證券協助進行與本人／我們交易活動相關的調查；(b) 假如本人／我們違反或者沒有遵守相關法律、規則及法規，本人／我們可能會接受監管調查及承受相關法律及監管後果。
- (xiv) 假如本人／我們存在違反市場要求或不適當使用中港通服務的情況，越秀證券有權向本人／我們發出書面或口頭警告；以及停止向本人／我們提供中港通服務；
- (xv) 香港聯合交易所有限公司或會應上交所或深交所要求，要求越秀證券關於本人／我們中港通服務的使用，提供本人／我們的資料（包括但不限於本人／我們的資料和個人資料）。
- (xvi) 為履行協助調查或監察的責任，越秀證券或會將本人／我們的資料（包括但不限於本人／我們的資料和個人資料）提供給香港聯合交易所有限公司，該資料或會被轉移、提供予上交所或深交所。
- (xvii) 中華通北向交易買賣（投資者識別碼模式）及中華通資料收集聲明：

處理客戶資料作為中華通北向交易的一部份

本人／我們確認及同意越秀證券在通過中華通北向交易服務時將須：

- (i) 在提交每一個交易指令予滬股通路由系統（“CSC”）時，在交易指令中附加上本人／我們唯一的券商客戶編碼（“券商客戶編碼”）或（如本人／我們賬戶為聯名賬戶）聯名賬戶獲分配的券商客戶編碼；及
- (ii) 向香港聯合交易所有限公司（“交易所”）提供本人／我們的券商客戶編碼及一切交易所按照其規則不時要求索取的關於本人／我們的身份識別資料（“識別信息”）。

不受限於越秀證券就著因應本人／我們的賬戶或提供服務予本人／我們而處理本人／我們的個人資料而給予本人／我們的通知或向本人／我們取得的同意下，確認及同意，作為越秀證券滬深港通北向交易服務的一部份，越秀證券可以作出下述的收集、儲存、使用、披露及轉移本人／我們的個人資料的行為：

- (a) 不時向交易所及相關交易所附屬公司披露及轉移本人／我們的券商客戶編碼及識別信息，包括在 CSC 輸入中華通證券交易指令時顯示本人／我們的券商客戶編碼，並實時轉傳至相關中華通證券交易營運者；
- (b) 容許交易所及各相關交易所附屬公司：(i) 收集、使用及儲存本人／我們的券商客戶編碼及識別信息以及相關中華通結算所所提供（以儲存而言，由任何一間交易所或香港交易及結算所有限公司（“港交所”）進行）的合併、核實及配對的券商客戶編碼及識別信息，以作市場監察及執行交易所規則用途；(ii) 基於下列(c)及(d)所述目的，不時（直接或通過相關中華通結算所）轉移該等資料予相關中華通證券交易營運者；及(iii) 披露該等資料予香港相關監管機構及執法機關，以配合其履行關於香港金融市場的法定職能；
- (c) 容許相關中華通結算所：(i) 收集、使用及儲存本人／我們的券商客戶編碼及識別信息，以對券商客戶編碼及識別信息作出合併及核實並與其投資者身份識別資料庫作出配對，及把合併、核實及配對的券商客戶編碼及識別信息提供予相關中華通證券交易營運者、交易所及相關交易所附屬公司；(ii) 使用本人／我們的券商客戶編碼及識別信息，以履行其證券賬戶管理的法定職能；及(iii) 披露該等資料予中國大陸相關監管機構及執法機關，以配合其履行關於中國大陸金融市場的監管、監察及執法職能；及
- (d) 容許相關中華通證券交易營運者：(i) 收集、使用及儲存本人／我們的券商客戶編碼及識別信息，以監察通過使用中港通服務在相關中華通市場進行之證券交易，和執行相關中華通證券交易營運者之規則；及(ii) 披露該等資料予中國大陸相關監管機構及執法機關，以配合其履行關於中國大陸金融市場的監管、監察及執法職能。

當本人/ 我們指示越秀證券進行任何中華通證券的交易時，本人/ 我們確認及同意，越秀證券可以使用本人/ 我們的個人資料於遵守交易所的要求及其對滬深港通北向交易不時生效的規則。本人/ 我們也確認，即使未來本人/ 我們撤消同意，本人/ 我們的個人資料（不論在本人/ 我們撤消同意前或後）會繼續被儲存、使用、披露、轉移或其他方式處理，以達至上述目的。

本人/ 我們特此確認本人/ 我們已閱讀並理解管限中港通服務的上述條款（包括中華通資料收集聲明），並確認本人/ 我們接受及 同意上述條款。

客戶名稱：

帳戶號碼：

客戶簽署

日期

To : Yue Xiu Securities Co. Ltd (“**Yue Xiu Securities**”)

Dear Sirs,

Letter of Acknowledgment & Consent: Terms and Risk Disclosure and Information Collection Statement in relation to China-HK Connect Services

I/we hereby agree, undertake and acknowledge, in relation to my/our use of the China-HK Connect Services provided by Yue Xiu Securities, that:

- (i) I/we shall comply with all laws, rules and regulations as well as all requirements imposed and requests made by regulatory or governmental bodies, exchanges, markets, clearing houses and other bodies with competent jurisdiction (including but not limited to the Securities and Futures Commission of Hong Kong, the Stock Exchange of Hong Kong Limited and the China Securities Regulatory Commission) as may be applicable from time to time to the China-HK Connect Services and trading through the use of such services (the “**Market Requirements**”).
- (ii) I/we shall be responsible as principal for all obligations and liabilities in connection with my/our use of the China-HK Connect Services and trading through the use of such services and Yue Xiu Securities and its agents do not in any circumstances whatsoever have any responsibility towards any person on whose behalf I/we may act. I/we agree that Yue Xiu Securities may dispose or initiate a disposal by its associated entity of any of the securities or securities collateral received or held on my/our behalf in settlement of any liability me/us or on my/our behalf owe to Yue Xiu Securities, its associated entity or third parties.
- (iii) Yue Xiu Securities has absolute discretion to add or amend any terms governing the China-HK Connect Services from time to time for the purpose of ensuring or facilitating compliance with any Market Requirements or other purposes as Yue Xiu Securities considers appropriate. Furthermore, I/we agree that the China-HK Connect Services will be or are provided by Yue Xiu Securities in respect of particular Mainland Chinese market(s) or exchange(s) subject to and upon additional terms from time to time prescribed by Yue Xiu Securities and set out in the relevant annexes. The said additional and revised terms shall form part of and be read together with this letter of acknowledgment. Continued use by me/us of the China-HK Connect Services will constitute acceptance of the additional and revised terms by me/us. Additional and/or revised terms may be found on Yue Xiu Securities’ website (<http://www.yxsh.hk/>) or to be communicated to me/us by other means as Yue Xiu Securities considers appropriate.
- (iv) I/we have been invited to read carefully and consider the terms and risk disclosure statements as Yue Xiu Securities may provide from time to time setting out terms and risks associated with the use of China-HK Connect Services and to ask questions and take independent advice if appropriate.
- (v) I/we shall to pay and reimburse Yue Xiu Securities and its agents for all commissions and fees, charges, costs, expenses, levies, penalties and taxes incurred by or imposed on Yue Xiu Securities or its agents in connection with my/our use of the China-HK Connect Services as I/we may agree with Yue Xiu Securities from time to time or which are required by any Market Requirements. Yue Xiu Securities and its agents shall not be accountable to me/us for any commissions, remuneration, rebates or other benefits which Yue Xiu Securities or agent may receive from or offer to any person in respect of any transaction or business conducted with me/us or on my/our behalf.
- (vi) Yue Xiu Securities and its agents shall not be responsible for any failure to perform any of their respective obligations in connection with the China-HK Connect Services where such failure is directly or indirectly due to :-
 - a. the restraint, failure, default or act of any governmental or regulatory body, exchange, market, clearing house or other body with competent jurisdiction;
 - b. suspension, restriction or cessation of services provided by any exchange;
 - c. disruption or failure of settlement and clearing of transactions on the part of any clearing house;
 - d. riot, commotion, war, flood, typhoon, earthquake, fire or explosion;
 - e. any interruption, delay, failure, suspension or error of third party electronic transmission or other electronic system; or
 - f. any other cause which is beyond the reasonable control of Yue Xiu Securities or its agents. Yue Xiu Securities reserves the right to suspend, restrict or cease to provide all or part of the China-HK Connect Services in its absolute discretion without any prior notice upon the happening of any of the above events.

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- (vii) Yue Xiu Securities shall not be liable to me/us for any indirect, consequential, incidental, special or punitive damages, losses, liabilities, costs or expenses whatsoever relating to the China-HK Connect Services including but not limited to any loss of profits.
- (viii) Yue Xiu Securities shall have the right to assign, transfer or otherwise dispose of all or any of its rights, interests or obligations in or under this letter of acknowledgment to any third party as it thinks fit and without having to notify me/us or obtain my/our consent. I/we shall not assign, transfer or dispose of my/our rights, interests or obligations in or under this letter to any third party without the prior written consent of Yue Xiu Securities.
- (ix) Terms in this letter of acknowledgment (as may be amended and supplemented from time to time) shall constitute a legally binding agreement if I/we commence or continue to use the China-HK Connect Services and are in addition to the terms and conditions governing the account relationship between me/us and Yue Xiu Securities. In the event of any discrepancy, terms in this letter of acknowledgment shall prevail.
- (x) This letter of acknowledgment shall be governed by the laws of the Hong Kong Special Administrative Region. All disputes arising in connection with this letter and/or any transactions entered into through the use of the China-HK Connect Services shall be subject to the jurisdiction of the courts of the Hong Kong Special Administrative Region.
- (xi) There is a risk of prohibition from trading through China-HK Connect Services, and that my/our instructions to trade through China-HK Connect Services may not be accepted. I/we understand and agree to accept my/our obligations with my/our use of the China-HK Connect Services including any consequences of a breach of Market Requirements.
- (xii) The Stock Exchange of Hong Kong Limited has the power not to extend China-HK Connect Services to me/us and the power to require Yue Xiu Securities not to accept the instructions from me/us, if it is found that I/we, Yue Xiu Securities or any of Yue Xiu Securities' clients has or may have committed any abnormal trading conduct or failed to comply with any Market Requirements.
- (xiii) If the Market Requirements are breached, (a) Shanghai Stock Exchange ("SSE") or Shenzhen Stock Exchange ("SZSE") may carry out investigations, and may, through Stock Exchange of Hong Kong Limited (or the Stock Exchange of Hong Kong Limited subsidiary or any other governmental or regulatory body), require Yue Xiu Securities to provide relevant information and materials relating to me/us (including but not limited to the identity, personal data) and any other information requested; and require Yue Xiu Securities to assist in the investigation in relation to me/us and/or my/our trading activity, and (b) I/we may be subject to regulatory investigations and the relevant legal and regulatory consequences in case of breaching, or failing to comply with, such laws, rules and regulations.
- (xiv) Where there is a breach of Market Requirements or there is some abnormal use of China-HK Connect Services by me/us, Yue Xiu Securities has the right to issue warning statements (verbally or in writing) to me/us or cease providing me/us with any China-HK Connect Services.
- (xv) Stock Exchange of Hong Kong Limited may at the request of SSE or SZSE, require Yue Xiu Securities to provide information (including but not limited to my/our identity, personal data) in relation to me/us with respect to my/our use of China-HK Connect Services.
- (xvi) Yue Xiu Securities may provide to Stock Exchange of Hong Kong Limited relevant information and materials relating to me/us (including but not limited to my/our identity, personal data) for the purposes of assisting any investigation or surveillance, which may be on-forwarded to SSE or SZSE.
- (xvii) Northbound China Stock Connect Orders (Investor Identification Model) & the China Stock Connect Information Collection Statement

Processing of Data as part of the Stock Connect Northbound Trading

I/ We acknowledge and agree that in providing China Stock Connect Northbound Trading Service to me/ us, Yue Xiu Securities will be required to:

- (i) tag each of my/ our orders submitted to the China Stock Connect System ("CSC") with a Broker-to-Client Assigned Number ("BCAN") that is unique to me/ us or the BCAN that is assigned to our joint account with Yue Xiu Securities, as appropriate; and

(ii) provide to The Stock Exchange of Hong Kong Limited (the “Exchange”) my/ our assigned BCAN and such identification information (“Client Identification Data” or “CID”) relating to me/ us as the Exchange may request from time to time under the Rules of the Exchange.

Without limitation to any notification Yue Xiu Securities has given me/ us or consent Yue Xiu Securities has obtained from me/ us in respect of the processing of my/ our data in connection with my/ our account and Yue Xiu Securities’ services to me/ us, I/ we acknowledge and agree that Yue Xiu Securities may collect, store, use, disclose and transfer data relating to me/ us as required as part of Yue Xiu Securities’ Stock Connect Northbound Trading Service, including as follows:

- (a) to disclose and transfer my/ our BCAN and CID to the Exchange and the relevant subsidiaries of the Exchange from time to time, including by indicating my/ our BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;
- (b) to allow each of the Exchange and the relevant subsidiaries of the Exchange to: (i) collect, use and store my/ our BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via Hong Kong Exchanges and Clearing Limited (“HKEX”)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;
- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store my/ our BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant subsidiaries of the Exchange; (ii) use my/ our BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and
- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store my/ our BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets.

By instructing Yue Xiu Securities in respect of any transaction relating to China Connect Securities, I/ we acknowledge and agree that Yue Xiu Securities may use my/ our data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the Stock Connect Northbound Trading. I/ We also acknowledge that despite any subsequent purported withdrawal of consent by me/ us, my/ our data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

I/we hereby acknowledge that I/we have read and understood the above terms governing the China-HK Connect Services and the China Stock Connect Information Collection Statement, and confirm my/our acceptance and consent of the same.

Client’s Name:

Account Number:

Client’s Signature

Date