

有关沪港通及深港通的附加条款与细则及风险披露声明

ADDITIONAL TERMS AND CONDITIONS AND RISK DISCLOSURE STATEMENTS FOR
SHANGHAI-HONG KONG AND SHENZHEN-HONG KONG STOCK CONNECT

第一部份 条款与细则

PART 1 TERMS AND CONDITIONS

本附表是附录于中国北方证券集团与客户所签订的证券交易条款与细则并作为证券交易条款与细则的构成部份。

This Schedule forms an integral part of the Terms and Conditions for Securities Trading entered into between CNI Securities Group Limited and the Client to which this Schedule is annexed.

1. 应用 Application

根据本附表，中国北方证券集团同意在客户的要求下为客户的证券交易向客户提供任何有关经沪港通及/或深港通买卖沪港通及/或深港通证券之服务。CNI Securities Group Limited agrees to provide to the Client any Services in respect of any trading of Shanghai and/or Shenzhen Connect Securities through Shanghai and/or Shenzhen Connect at the Client's request for the Client's Securities Transactions.

2. 定义与释义 Definitions and Interpretation

- (a) 除非文义上另有需要，否则在本附表条款出现的词汇及短句的涵义如下。本附表条款没有定义的词汇及短句具有证券交易条款及细则给予各词汇及短句的涵义。

Terms and expressions appearing in these Schedule Terms, unless the context otherwise requires, have the following meanings. Terms and expressions which are not defined in these Schedule Terms shall have the meanings ascribed to them in the Terms and Conditions.

「关联成员」：指，就任何人士而言，由该人士直接或间接控制之任何实体，任何直接或间接控制该人士的实体，或与该人士直接或间接接受同一人士控制之任何实体。而就此而言，任何实体或人士的控制指拥有该实体或人士的多数投票权。

"Affiliate" means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

「A 股」：指在中国注册成立公司发行的任何证券，该证券在任何中国 A 股市场（即上海证券交易所或深圳证券交易所）而非在联交所上市及交易。"A Shares" means any securities issued by companies incorporated in the PRC which are listed and traded on any PRC A Share market (i.e. the Shanghai Stock Exchange or the Shenzhen Stock Exchange) and not on SEHK.

「适用规例」：指任何交易所、监管机构、政府机关（包括税务机关）或其他团体（每项无论设于香港境内或境外）不时颁布之任何适用于客户及/或中国北方证券集团（香港或任何相关人士的适用法律、规例或法令、或任何规则、指示、指引、守则、通知或限制（不论是否具有法律效力），包括但不限于沪港通及/或深港通规则。

"Applicable Regulations" means any law, regulation or order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any exchange, regulatory authority, governmental agency (including tax authority), or other organisation (in each case, whether within or outside Hong Kong) which is applicable to the Client and/or CNI Securities Group Limited or any Related Party from time to time including, without limitation, the Shanghai and/or Shenzhen Connect Rules.

「现金」：指中国北方证券集团根据本附表条款收取及持有的所有现金或现金等价物（以人民币计值）。

"Cash" means all cash or cash equivalents in Renminbi received and held by CNI Securities Group Limited on the terms of these Schedule Terms.

「中央结算系统」：指香港结算为结算在联交所上市或交易的证券而运作的中央结算系统及/或任何为沪港通及/或深港通设立的系统。

"CCASS" means the Central Clearing and Settlement System operated by HKSCC for the clearing of securities listed or traded on SEHK.

「中央结算系统规则」：指香港结算不时修订的规则及运作程序规则。

"CCASS Rules" means the General Rules and Operational Procedures of HKSCC, as amended from time to time.

「结算参与者」：拥有香港中央结算及交收系统规则赋予该词语的涵义。

"Clearing Participant" has the meaning given to such term in the rules of the Central Clearing and Settlement System of Hong Kong.

「客户证券规则」：指《证券及期货(客户证券)规则》(香港法例第 571H 章)。

"Client Securities Rules" means the Securities and Futures (Client Securities) Rules (Cap 571H of the Laws of Hong Kong).

「深交所创业板市场股票」指可供香港或海外投资者买卖之深交所创业板市场上市股票。

ChiNext Shares means any securities listed on the ChiNext Board of the SZSE which may be traded by Hong Kong and international investors under China Stock Connect.

「可参与深交所创业板市场投资者」指经中国证监会批准可经深港通交易之“专业投资者”“专业投资者”定义载于《证券及期货条例》附表 1 第 1 部第 1 条。此类投资者包括该定义第(a)至(i)段所列明的指明实体。

Eligible ChiNext Investors means a "professional investor" within the meaning of paragraph (a), (b), (c), (d), (e), (f), (g), (h) or (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO or other types of investors that are permitted or approved CSRC to trade ChiNext Shares through Shenzhen Connect.

「CSC」：指接收及向沪港通及/或深港通市场系统传递沪港通及/或深港通买卖盘以供自动对盘及执行的买卖盘订单传递系统。

"CSC" means the China Stock Connect System for receiving and routing Shanghai and/or Shenzhen Connect orders to a Shanghai and/or Shenzhen Connect Market System for automatic matching and execution.

「中国结算」：指中国证券登记结算有限责任公司。

"CHINACLEAR" means China Securities Depository and Clearing Corporation.

「中国结算规则」：指不时修订、补充、更改及/或变更的中国结算规则，包括但不限于中国结算为实施沪港通及/或深港通而颁布的规则。

"CHINACLEAR Rules" means the rules of CHINACLEAR, including without limitation, the rules published by CHINACLEAR for the purposes of implementing Shanghai and/or Shenzhen Connect, as amended, supplemented, modified and/or varied from time to time.

「中国证监会」：指中国证券监督管理委员会。

"CSRC" means China Securities Regulatory Commission.

「交易所参与者」：指[(i) 中国北方证券集团有限公司，由联交所登记为沪港通及/或深港通交易所参与者(定义见联交所规则)的人士；或(ii) 如文义上另有需要，]任何沪港通及/或深港通交易所参与者(定义见联交所规则)。

"Exchange Participant" means [(i) CNI Securities Group Limited which is a person registered as a Shanghai and/or Shenzhen Connect Exchange Participant (as defined in the SEHK Rules) by the SEHK; or (ii) where the context requires,] any Shanghai and/or Shenzhen Connect Exchange Participant (as defined in the SEHK Rules).

「强制出售通知」：具有第 8.1 条赋予该词语的涵义。

"Forced-sale Notice" has the meaning given to such term in Clause 8.1.

「H 股」：指在中国注册成立及在联交所上市的公司所发行的任何证券。

"H Shares" means any securities issued by companies incorporated in the PRC and listed on the SEHK.

「香港交易所」：指香港交易及结算所有限公司。

"HKEx" means the Hong Kong Exchanges and Clearing Limited.

「金管局」：指香港金融管理局。

"HKMA" means the Hong Kong Monetary Authority.

「香港结算」：指香港中央结算有限公司，香港交易所的一家全资附属公司。

"HKSCC" means the Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of HKEx.

「市场数据资料」：指联交所、上交所、深交所或其他沪港通及/或深港通主管当局不时发布或以其他方式提供给客户的关于任何沪港通及/或深港通证券的任何市场数据资料。

"Market Data Information" means any market data information in respect of any Shanghai and/or Shenzhen Connect Security which SEHK, SSE, SZSE or any other Shanghai and/or Shenzhen Connect Authority from time to time disseminates or otherwise makes available to the Client.

「非交易性质转让」：指涉及沪港通及/或深港通证券实益拥有人变更而不是透过沪港通及/或深港通服务进行及沪港通及/或深港通市场执行的沪港通及/或深港通证券转让。

"Non-trade Transfer" means a transfer of Shanghai and/or Shenzhen Connect Securities which involves a change in the beneficial ownership of the Shanghai and/or Shenzhen Connect Securities and which is not conducted through the Shanghai and/or Shenzhen Connect Service and executed on the Shanghai and/or Shenzhen Connect Market.

「北向」：指香港及国际投资者透过沪港通及/或深港通买卖沪港通及/或深港通证券。

"Northbound" denotes the trading of Shanghai and/or Shenzhen Connect Securities by Hong Kong and international investors through Shanghai and/or Shenzhen Connect.

「人行」：指中国人民银行。

"PBOC" means the People's Bank of China.

「个人资料」：采用《个人资料(私隐)条例》(香港法例第 486 章)对此用语的定义。

"Personal Data" has the meaning as defined in the Personal Data (Privacy) Ordinance (Cap 486 of the Laws of Hong Kong).

「中国」：就本附表条款而言，指中华人民共和国(不包括香港、澳门及台湾)。

"PRC" means, for the purposes of these Schedule Terms, the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

「中国公民」：指持有中国居民身份证或政府签发的其他同等身份证明的任何人士。

"PRC Citizen" means any person holding a resident identification card or other equivalent government-issued identification of the PRC.

「中国上市公司」：具有本附表条款第 2 部份第 5 段赋予该词语的涵义。

"PRC Listco" has the meaning given to such term in paragraph 5 of Part 2 to these Schedule Terms.

「QFII」：指合格境外机构投资者。

"QFII" means Qualified Foreign Institutional Investor.

「相关人士」：指(i)交易所参与者；(ii)任何中国北方证券集团或交易所参与者的关联成员；或(iii)中国北方证券集团、交易所参与者、任何中国北方证券集团关联成员或任何交易所参与者关联成员的任何董事、高级人员、雇员或代理人。

"Related Party" means (i) the Exchange Participant, (ii) any Affiliate of CNI Securities Group Limited or the Exchange Participant, or (iii) any director, officer, employee or agent of CNI Securities Group Limited, the Exchange Participant or any Affiliate of CNI Securities Group Limited or the Exchange Participant.

「人民币」：指可在香港交付的中国法定货币。

"Renminbi" or "RMB" means the lawful currency of the PRC, deliverable in Hong Kong.

「RQFII」：指人民币合格境外机构投资者。

"RQFII" means RMB Qualified Foreign Institutional Investor.

「国家外汇管理局」：指中国国家外汇管理局。

"SAFE" means the State Administration of Foreign Exchange of the PRC.

「国税总局」：指中国国家税务总局。

"SAT" means the State Administration of Taxation of the PRC.

「联交所」：指香港联合交易所有限公司，其为香港交易所的全资附属公司。

"SEHK" means The Stock Exchange of Hong Kong Limited, a wholly-owned subsidiary of HKEx.

「联交所规则」：指为实施沪港通及/或深港通而修订，且不时修订、补充、更改及/或变更的香港交易所规则。

"SEHK Rules" means the rules of HKEx, as amended for the purposes of implementing Shanghai and/or Shenzhen Connect, and as amended, supplemented, modified and/or varied from time to time.

「联交所附属公司」：指联交所的全资附属公司，其为根据证券及期货条例获正式授权的自动交易服务供应商，根据中国适用法例获准根据沪港通及/或深港通提供买卖盘传递服务。

"SEHK Subsidiary" means a wholly-owned subsidiary of SEHK duly authorised as an automated trading service provider under the SFO and licensed under applicable laws in the PRC to provide the order-routing service under Shanghai and/or Shenzhen Connect.

「证监会」：指香港证券及期货事务监察委员会。

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

「证券及期货条例」：指《证券及期货条例》(香港法例第 571 章)。

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

「沪港通及/或深港通」：指沪港通及/或深港通。

"Shanghai and/or Shenzhen Connect" means Shanghai Connect and Shenzhen Connect.

「沪港通」：指香港交易所、上交所及中国结算建立香港与上海两地证券市场交易及结算互联互通机制。

"Shanghai Connect" means a securities trading and clearing links programme developed by SEHK, SSE, HKSCC and CHINACLEAR for the establishment of mutual market access between Hong Kong and Shanghai.

「深港通」：指香港交易所、深交所及中国结算建立香港与深圳两地证券市场 交易及结算互联互通机制。

"Shenzhen Connect" means a securities trading and clearing links programme developed by SEHK, SZSE, HKSCC and CHINACLEAR for the establishment of mutual market access between Hong Kong and Shenzhen.

「沪港通及/或深港通主管当局」：指提供与沪港通及/或深港通有关的服务及/ 或监管沪港通及/或深港通及与沪港通及/或深港通有关的活动的交易所、结算系 统及监管部门，包括但不限于联交所、香港结算、联交所附属公司、相关沪港 通及/或深港通市场、中国结算、中国证监会、人行、国家外汇管理局、国税总 局及其他中国本地税务政策局、证监会、金管局、香港税务局以及对沪港通及/ 或深港通拥有司法管辖权、权限或责任的任何其他监管部门、机构或主管当局(包 括但不限于任何税务主管当局，或者可根据任何适用的法律或法规针对或就任何沪港通及/ 或深港通证券征收或征取任何形式的税费、关税、罚款或罚金的其 他主管当局)。

"Shanghai and/or Shenzhen Connect Authorities" means the exchanges, clearing systems and regulators which provide services in relation to and/or regulate Shanghai and/or Shenzhen Connect and activities relating to Shanghai and/or Shenzhen Connect, including without limitation SEHK, HKSCC, the SEHK Subsidiary, the relevant Shanghai and/or Shenzhen Connect Market(s), CHINACLEAR, CSRC, PBOC, SAFE, SAT and other PRC local tax bureau, SFC, HKMA, the Hong Kong Inland Revenue Department and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of Shanghai and/or Shenzhen Connect (including, without limitation, any tax or other authority that may impose or levy any form of tax, duty, fine or penalty on or in respect of any Shanghai and/or Shenzhen Connect Securities under any applicable law or regulation); and "Shanghai and/or Shenzhen Connect Authority" means any one of them.

「沪港通及/或深港通市场」：指联交所认为可接受及被纳入有资格进行沪港通 及/或深港通交易的沪港通及/或深港通市场名单中的中国股票市场。

"Shanghai and/or Shenzhen Connect Market" means a stock market in the PRC acceptable to SEHK and included in the list of Shanghai and/or Shenzhen Connect Markets which are eligible for Shanghai and/or Shenzhen Connect trading.

「沪港通及/或深港通市场系统」：指被用于在相关沪港通及/或深港通市场买卖 沪港通及/或深港通证券的系统，该系统是由营运沪港通及/或深港通市场而且已 与联交所建立交易联系的相关交易所运作。

"Shanghai and/or Shenzhen Connect Market System" means the system used for the trading of Shanghai and/or Shenzhen Connect Securities on the relevant Shanghai and/or Shenzhen Connect Market, as operated by the relevant exchange that operates the Shanghai and/or Shenzhen Connect Market and has entered into trading links with SEHK.

「沪港通及/或深港通规则」：指任何沪港通及/或深港通主管当局不时就沪港通 及/或深港通或源自沪港通及/或深港通的任何活动刊发或应用的任何法律、规则、 法规、政策或指引。

"Shanghai and/or Shenzhen Connect Rules" means any laws, rules, regulations, policies or guidelines published or applied by any Shanghai and/or Shenzhen Connect Authority from time to time in respect of Shanghai and/or Shenzhen Connect or any activities arising from Shanghai and/or Shenzhen Connect.

「沪港通及/或深港通证券」：指在相关沪港通及/或深港通市场上市并可能具有 通过沪港通及/或深港通进行交易的资格的任何证券。"Shanghai and/or Shenzhen Connect Securities" means any securities listed on the relevant Shanghai and/or Shenzhen Connect Market which may be eligible for trading on Shanghai and/or Shenzhen Connect.

「沪港通及/或深港通服务」：指联交所附属公司透过买卖盘传递服务向相关沪 港通及/或深港通市场传送交易所参与者下达的北向买卖盘以买卖 沪港通及/或 深港通证券的服务，以及任何相关配套服务。

"Shanghai and/or Shenzhen Connect Service" means the order-routing service through which Northbound orders placed by an Exchange Participant may be transmitted by the SEHK Subsidiary to the relevant Shanghai and/or Shenzhen Connect Market for the buying and selling of Shanghai and/or Shenzhen Connect Securities and any related supporting services.

「特别沪港通及/或深港通证券」：指在相关沪港通及/或深港通市场上市的任何 证券，联交所(在咨询相关沪港通及/或深港通市场后)不时接受或指明有关证券 仅有资格进行沪港通及/或深港通卖盘交易而不能进行沪港通及/或深港通买盘 交易的。

"Special Shanghai and/or Shenzhen Connect Securities" means any securities listed on the relevant Shanghai and/or Shenzhen Connect Market which SEHK (after consulting with the relevant Shanghai and/or Shenzhen Connect Market) from time to time accepts or designates as eligible only for Shanghai and/or Shenzhen Connect sell orders and not for Shanghai and/or Shenzhen Connect buy orders.

「上交所」：指上海证券交易所。

"SSE" means the Shanghai Stock Exchange.

「上交所沪港通规则」：指不时修订、补充、更改及/或变更，由上交所为实施 沪港通而颁布的关于沪港通试点计划的上交所规例。

"SSE Shanghai Connect Rules" means the SSE Regulations on the Shanghai-Hong Kong Stock Connect Pilot Programme which have been published by SSE for the purposes of implementing Shanghai Connect, as amended, supplemented, modified and/or varied from time to time.

「上交所上市规则」：指《上海证券交易所股票上市规则》(经不时修订、补充、 更改及/或变更)。

"SSE Listing Rules" means the Rules Governing the Listing of Stocks on Shanghai Stock Exchange, as amended, supplemented, modified and/or varied from time to time.

「上交所规则」：指不时修订、补充、更改及/或变更的上交所沪港通规则，以 及上交所营业和交易规则与规例。

"SSE Rules" means the SSE Shanghai Connect Rules and the business and trading rules and regulations of SSE, as amended, supplemented, modified and/or varied from time to time.

「深交所」：指深圳证券交易所。

"SZSE" means the Shenzhen Stock Exchange.

「深交所深港通规则」：指不时修订、补充、更改及/或变更，由深交所为实施深港通而颁布的关于深港通试点计划的上交所规则。

"SZSE Shenzhen Connect Rules" means the SZSE Regulations on the Shenzhen-Hong Kong Stock Connect Pilot Programme which have been published by SZSE for the purposes of implementing Shenzhen Connect, as amended, supplemented, modified and/or varied from time to time.

「深交所上市规则」：指《深圳证券交易所股票上市规则》及《深圳证券交易所创业板股票上市规则》（经不时修订、补充、更改及/或变更）。

"SZSE Listing Rules" means the Rules Governing the Listing of Stocks on Shenzhen Stock Exchange and the Rules Governing the Listing of Stocks on the ChiNext Board, as amended, supplemented, modified and/or varied from time to time.

「深交所规则」：指不时修订、补充、更改及/或变更的深交所深港通规则，以及深交所营业和交易规则与规则。

"SZSE Rules" means the SZSE Shenzhen Connect Rules and the business and trading rules and regulations of SZSE, as amended, supplemented, modified and/or varied from time to time.

「本附表条款」：指不时修订、补充、更改及/或变更的本附表的条款及细则。

"Schedule Terms" means the terms and conditions in this Schedule, as amended, supplemented, modified and/or varied from time to time.

「税务」：指针对或就 (i) 沪港通及/或深港通证券或现金；(ii) 根据本附表条款达成的任何交易；或 (iii) 客户征收的所有税费（包括但不限于所得税、营业税、印花税、增值税、盈利税、交易税（如适用）、关税、征税、赋税、收费、评税、扣减、预扣税及相关法律责任（包括但不限于附加税费、罚款及利息）。

"Taxes" means all taxes, (including but not limited to income tax, business tax, stamp duty, value added tax, tax on gains, transactional tax, if applicable), duties, levies, imposts, charges, assessments, deductions, withholdings and related liabilities, including but not limited to additions to tax, penalties and interest imposed on or in respect of (i) Shanghai and/or Shenzhen Connect Securities or Cash, (ii) any transaction effected under these Schedule Terms or (iii) the Client.

「条款及细则」：指有关使用中国北方证券集团提供予客户的服务的户口之条款及细则/合约（经本附表条款补充）。

"Terms and Conditions" means the Terms and Conditions for Securities Trading of CNI Securities Group Limited governing the account through which the Services are provided by CNI Securities Group Limited to the Client, as supplemented by these Schedule Terms.

「交易日」：指联交所进行北向交易的营业日；T 日指执行交易日，T+1 日指（视属何情况而定）T 日之后的一个交易日或，就资金交收而言，T 日之后的一个营业日（即银行在香港及上海一般开门营业的日子）。

"Trading Day" means a day on which SEHK is open for Northbound trading, where "T day" denotes the day on which a transaction is executed and "T+1 day" denotes (as the case may be) the day which is one Trading Day or, in the context of settlement of funds, one business day (on which banks in Hong Kong and Shanghai are generally open for business) after T day.

- (b) 就本附表条款而言，除非及直至中国北方证券集团另行通知客户，沪港通及/或深港通市场指上交所及深交所。

For the purpose of these Schedule Terms, "Shanghai and/or Shenzhen Connect Market" shall mean SSE and SZSE, unless and until CNI Securities Group Limited shall otherwise notify the Client.

- (c) 除非文义上另有需要：

Unless the context otherwise requires:-

- (i) 单数字义具有复数之意，反之亦然，性别词指各个性别；及

words importing the singular include the plural and vice versa and words importing a gender include every gender; and

- (ii) 凡称本附表条款、其他协议或文件之处，指不时经过修订、变更或补充后通行之版本。

references to these Schedule Terms or any other agreement or document shall be construed as references to the same as amended, varied or supplemented from time to time.

- (d) 如本附表条款与条款及细则有任何不一致之处，概以本附表条款为准。

In the event of any inconsistency between these Schedule Terms and the Terms and Conditions, the terms of these Schedule Terms shall prevail.

- (e) 中英文本如有任何歧义，须以英文本为准。

In the event of any inconsistency between the Chinese version and the English version of these Schedule Terms, the English version shall prevail.

3. 合格投资者 Eligible Investors

- (a) [由于只有香港及海外投资者可进行北向交易，因此客户作出以下第 3(b) 条所指的声明。

As Northbound trading is available only to Hong Kong and overseas investors, the Client makes the representations set out in Clause 3(b) below.

- (b) 客户在（包括及不限于）本附表条款有效的首日及客户根据本附表条款下达沪港通及/或深港通证券买卖盘或发出有关沪港通及/或深港通证券的指示的每一日作出以下的持续有效的声明及承诺：

The Client represents and undertakes on a continuing basis, including without limitation on the first date that these Schedule Terms are effective and on each date that the Client places an order or gives an instruction in respect of Shanghai and/or Shenzhen Connect Securities under these Schedule Terms, that:

- (i) (若客户为个人) 其及其获授权就沪港通及/或深港通证券发出北向交易指示的获授权人士及/或代理人并不是在中国居住或以中国为居籍地的中国公民;
(where the Client is an individual) he is not a PRC Citizen resident or domiciled in the PRC and his authorized persons and/or agents with authority to give Northbound trading instructions with respect to Shanghai and/or Shenzhen Connect Securities are not PRC Citizens resident or domiciled in the PRC;
- (ii) (若客户为法人团体) 其并不是在中国成立或注册的法律实体;
(where the Client is a body corporate) it is not a legal entity incorporated or registered in the PRC;
- (iii) (若客户为个人投资公司) 其并不是在中国成立或注册的法律实体, 且其获授权就沪港通及/或深港通证券发出北向交易指示的获授权人士及/或代理人以及其受益拥有人均不是在中国居住或以中国为居籍地的中国公民; 及
(where the Client is a personal investment company) it is not a legal entity incorporated or registered in the PRC and its authorized persons and/or agents with authority to give Northbound trading instructions with respect to Shanghai and/or Shenzhen Connect Securities and beneficial owners are not PRC Citizens resident or domiciled in the PRC; and
- (iv) (若客户为公司受托人) 其并不是在中国成立或注册的法律实体, 且其获授权就沪港通及/或深港通证券发出北向交易指示的获授权人士及/或代理人及相关信托的财产授予人并不是在中国居住或以中国为居籍地的中国公民。
(where the Client is a corporate trustee) it is not a legal entity incorporated or registered in the PRC and its authorized persons and/or agents with authority to give Northbound trading instructions with respect to Shanghai and/or Shenzhen Connect Securities and the settlor of the underlying trust are not PRC Citizens resident or domiciled in the PRC.]
- (v) 只容许客户为中介机构(包括但不限于基金经理, 资产管理人, 经纪或配售人) 成为"可参与深交所创业板市场投资者"替客户买卖股票。the Client will trade ChiNext Shares only when the Client is, and in the case where the Client is an intermediary (including, but not limited to, a fund manager, asset manager, broker or order placer) trading for or on behalf of an underlying client or clients, each such underlying client is, an Eligible ChiNext Investor.

4. 遵守当地市场规则 Compliance with Home Market Rules

- (a) 本附表条款仅重点列出截至本附表条款日期适用于沪港通及/或深港通的若干主要特点。对于本附表条款第 2 部份所载资料的任何不准确或失实陈述, 中国北方证券集团概不负起责任。关于沪港通及/或深港通证券的任何买卖, 将须遵守沪港通及/或深港通规则及所有适用规例, 包括但不限于任何适用于沪港通及/或深港通的规定及/或限制(可能经不时修订), 其中若干规则及规定于本附表条款第 2 部份提述。本附表条款并无意图涵盖与沪港通及/或深港通及所有适用规例有关的一切规则、规定及特点。客户须完全负责理解与一直遵守不时经修订的所有适用规例, 及完全负责承担北向交易的任何后果、风险、损失或成本。除在条款及细则的一般性原则外及在不损害条款及细则的一般性原则下, 客户须一直遵守适用规例及适用于沪港通及/或深港通的所有该等交易限制, 包括但不限于本附表条款第 2 部份所载的规定及限制(可能经相关沪港通及/或深港通主管当局不时修订)。中国北方证券集团不会也不打算向客户提供关于任何适用规例的意见。建议欲获取详情的客户查阅与沪港通及/或深港通有关的香港交易所网站及证监会网站(经不时更新)及其他相关资料来源。
These Schedule Terms highlight only certain key features applicable to Shanghai and/or Shenzhen Connect as of the date of these Schedule Terms. CNI Securities Group Limited is not liable for any inaccuracies or misstatements in the information set out in Part 2 to these Schedule Terms. Any trading in Shanghai and/or Shenzhen Connect Securities will be subject to the Shanghai and/or Shenzhen Connect Rules and all Applicable Regulations, including, without limitation, any applicable requirements and/or restrictions pursuant to Shanghai and/or Shenzhen Connect as may be amended from time to time, certain of which are referred to in Part 2 to these Schedule Terms. These Schedule Terms do not purport to cover all the rules, requirements and features relating to Shanghai and/or Shenzhen Connect and all Applicable Regulations. The Client shall be fully responsible for understanding and at all times complying with all Applicable Regulations as amended from time to time and for any consequences, risks, losses or costs of Northbound trading. In addition and without prejudice to the generality of the Terms and Conditions, the Client shall at all times comply with the Applicable Regulations and all such trading restrictions applicable to Shanghai and/or Shenzhen Connect, including, without limitation, the requirements and restrictions (as may be amended from time to time by the relevant Shanghai and/or Shenzhen Connect Authorities) set out in Part 2 to these Schedule Terms. CNI Securities Group Limited will not, and does not intend to, advise the Client on any of the Applicable Regulations. The Client is advised to refer to the HKEx website and the SFC website relating to Shanghai and/or Shenzhen Connect as updated from time to time and other relevant sources for detailed information.遵守当地市场规则 Compliance with Home Market Rules
- (b) 此外, 中国北方证券集团有权就依据沪港通及/或深港通买卖沪港通及/或深港通证券, 应用中国北方证券集团绝对酌情决定认为对于遵守适用规例所需的或恰当的任何程序或规定。对于因该等程序或规定引起或产生客户可能招致或蒙受的任何损失或风险, 中国北方证券集团或任何相关人士概不承担任何法律责任。
In addition, CNI Securities Group Limited shall have the right to apply any procedures or requirements in respect of any trading in Shanghai and/or Shenzhen Connect Securities pursuant to Shanghai and/or Shenzhen Connect which CNI Securities Group Limited determines in its absolute discretion to be necessary or desirable to comply with Applicable Regulations. Neither CNI Securities Group Limited nor any Related Party shall have any liability for any losses or risks that the Client may incur or suffer arising out of or resulting from such procedures or requirements.
- (c) 除中国北方证券集团在条款及细则下的任何权利外及在不损害中国北方证券集团于条款及细则下任何权利的情况下, 如出现下列情况(例如及不限于), 中国北方证券集团可绝对酌情决定拒绝执行客户发给的任何指示, 无须再行通知或再提出要求:
In addition and without prejudice to any of CNI Securities Group Limited's rights under the Terms and Conditions, CNI Securities Group Limited may, in its absolute discretion and without further notice or demand, refuse to execute any instruction given by the Client, if (for example, and without limitation):
 - (i) 指示不符合任何适用规例, 或如中国北方证券集团合理地相信指示可能不符合任何适用规例, 或如联交所要求中国北方证券集团不得接受该等指示;

such instruction is not compliant with any Applicable Regulations or if CNI Securities Group Limited reasonably believes that such instruction may not be compliant with any Applicable Regulations or if CNI Securities Group Limited is required by SEHK not to accept such instruction;

- (ii) 就北向卖盘的任何指示而言，中国北方证券集团绝对酌情确定客户并未在该指示发给的时间备有足够证券以履行交付义务；或
in respect of any instruction to make a Northbound sell order, CNI Securities Group Limited determines in its absolute discretion that the Client does not have sufficient securities at the time of such instruction to settle the delivery obligation; or
- (iii) 就北向买盘的任何指示而言，中国北方证券集团绝对酌情确定客户在结算日并无足够资金履行该买盘的支付义务。
in respect of any instruction to make a Northbound buy order, CNI Securities Group Limited determines in its absolute discretion that the Client does not have sufficient funds to settle the payment obligation in respect of such order on the settlement day.

客户确认及接受，如客户下达的任何北向买卖盘不符合任何适用规例，或如相关沪港通及/或深港通主管当局相信该买卖盘可能不符合任何适用规例，任何沪港通及/或深港通主管当局亦可拒绝该买卖盘。对于因中国北方证券集团的拒绝或任何沪港通及/或深港通主管当局的拒绝接受，而引起或产生客户直接或间接招致或蒙受的任何损失或风险，中国北方证券集团或任何相关人士概不承担任何法律责任。

The Client acknowledges and accepts that any Northbound order placed by the Client may also be rejected by any Shanghai and/or Shenzhen Connect Authority if such order is not compliant with any Applicable Regulations or if the relevant Shanghai and/or Shenzhen Connect Authority believes that such order may not be compliant with any Applicable Regulations. Neither CNI Securities Group Limited nor any Related Party shall have any liability for any losses or risks incurred or suffered, directly or indirectly, by the Client arising out of or resulting from such refusal by CNI Securities Group Limited or rejection by any Shanghai and/or Shenzhen Connect Authority.

- (d) 如联交所、联交所附属公司或香港结算获上交所、深交所、中国结算或任何其他相关交易所、结算所或政府或监管机构通知，有合理理由相信客户不遵守或已违反任何适用规例，则客户须应中国北方证券集团的要求，提供中国北方证券集团可能合理要求获得的资料(包括在中国北方证券集团要求时翻译成中文)，使中国北方证券集团能协助相关交易所、结算所或政府或监管机构(包括但不限于上交所、深交所、中国结算或任何中国政府或监管当局或机构)去评估是否存在任何不遵守或违反适用规例的行为及/或任何不遵守或违反行为的程度及透过提供该资讯，客户被视为放弃可能适用的任何保密法和资料保护法的权益。

In the event that SEHK, the SEHK Subsidiary or HKSCC is notified by SSE and/or SZSE, CHINACLEAR or any other relevant exchange, clearing house or governmental or regulatory body that there is reasonable cause to believe that the Client has failed to comply with or has breached any Applicable Regulations, the Client shall, upon the request of CNI Securities Group Limited, provide such information (including translations into Chinese if requested by CNI Securities Group Limited) as CNI Securities Group Limited may reasonably request to enable it to assist the relevant exchange, clearing house or governmental or regulatory body (including, without limitation, SSE, SZSE, CHINACLEAR or any PRC governmental or regulatory authority or agency) to assess whether there is any non-compliance or breach of Applicable Regulations and/or the extent of any non-compliance or breach, and, by providing such information, the Client is deemed to waive the benefit of any secrecy laws and data protection laws which may be applicable.

5. 风险披露与确认 Risk Disclosures and Acknowledgement

客户向中国北方证券集团发给关于沪港通及/或深港通证券的交易指示，即表示：

By instructing CNI Securities Group Limited in respect of any transaction relating to Shanghai and/or Shenzhen Connect Securities:

- (a) 客户声明、保证及确认 (i) 客户已阅读及完全理解及接受风险披露及适用于本附表 条款第 2 部份列载的沪港通及/或深港通其他资料；(ii) 客户理解存在禁止沪港通及 /或深港通证券买卖之风险；(iii) 客户买卖沪港通及/或深港通证券的指示有可能不获接受；并且(iv) 客户理解关于其在通过沪港通及/或深港通进行沪港通及/或深港通证券的买卖时的义务，包括违反适用规例产生的任何后果；
the Client represents, warrants and confirms that (i) the Client has read and fully understood and accepted the risk disclosures and other information applicable to Shanghai and/or Shenzhen Connect set out in Part 2 to these Schedule Terms; (ii) the Client understands that there is a risk of prohibition from trading Shanghai and/or Shenzhen Connect Securities; (iii) the Client's instructions to trade Shanghai and/or Shenzhen Connect Securities may not be accepted; and (iv) the Client understands the Client's obligations when trading Shanghai and/or Shenzhen Connect Securities through Shanghai and/or Shenzhen Connect including any consequences of a breach of Applicable Regulations;
- (b) 客户承认对于中国北方证券集团或任何相关人士针对与其向客户提供的沪港通及/或深港通证券有关的交易服务的任何作为或不作为而直接或间接令客户蒙受或招致任何损失、责任、或第三方申索或要求，包括但不限于本附表条款第 2 部份提述的任何风险变成事实，中国北方证券集团或任何相关人士概不负责；
the Client acknowledges that neither CNI Securities Group Limited nor any Related Party shall be liable for any loss, liability, or third party claim or demand that the Client may suffer or incur directly or indirectly as a result of any action or inaction by CNI Securities Group Limited or any Related Party in connection with the provision of trading services in respect of Shanghai and/or Shenzhen Connect Securities to the Client by CNI Securities Group Limited including, without limitation, the materialisation of any of the risks described in Part 2 to these Schedule Terms;
- (c) 客户承认如客户、中国北方证券集团或中国北方证券集团任何客户被发现已作出或可能 已作出上交所规则提述的任何异常交易行为或没有遵守任何沪港通及/或深港通 规则，联交所具有权力不向客户提供沪港通及/或深港通服务及要求中国北方证券集团不接受客户的指示；
the Client acknowledges that SEHK has the power not to extend the Shanghai and/or Shenzhen Connect Service to the Client and the power to require CNI Securities Group Limited not to accept instructions from the Client, if it is found that the Client, CNI Securities Group Limited or any of CNI Securities Group Limited's clients has or may have committed any abnormal trading conduct referred to in the SSE Rules and/or the SZSE Rules or failed to comply with any Shanghai and/or Shenzhen Connect Rules;
- (d) 客户承认中国北方证券集团及/或任何相关人士可向沪港通及/或深港通主管当局提 供关于客户的相关资料及材料，包括但不限于为协助沪港通及/或深港通主管当局调查或监察而提供的有关客户身份的资料、个人资料及交易活动的资料；
the Client acknowledges that CNI Securities Group Limited and/or any Related Party may provide to a Shanghai and/or Shenzhen Connect Authority relevant information and materials relating to the Client, including, without limitation, in relation to the Client's identity, Personal Data and trading activities for the purposes of assisting any investigation or surveillance by a Shanghai and/or Shenzhen Connect Authority;

- (e) 客户承认如上交所规则或深交所规则遭违反，或任何适用规例所提述的披露及其他义务遭违反，
- (i) 上交所或深交所具有权力展开调查，及可透过联交所(或联交所附属公司 或任何其他政府或规管团体) 要求中国北方证券集团及/或任何相关人士
- (A) 提供与客户有关的相关资料及材料(包括但不限于有关客户身份的 资料、个人资料及交易活动的资料) 及任何沪港通及/或深港通主管当局要求的任何其他资料；及
- (B) 协助沪港通及/或深港通主管当局展开与客户及/或客户的交易活动 有关的调查；及
- (ii) (如客户违反或没有遵守该等法律、规则及法规，客户可能会接受监管调查 及承受相关法律及监管后果；
- the Client acknowledges that if the SSE Rules and/or the SZSE Rules are breached, or the disclosure and other obligations referred to in any Applicable Regulations are breached,
- (i) Sear SZSE has the power to carry out investigations, and may, through SEHK (or the SEHK Subsidiary or any other governmental or regulatory body), require CNI Securities Group Limited and/or any Related Party to
- (A) provide relevant information and materials relating to the Client (including, without limitation, in relation to the Client's identity, Personal Data and trading activity) and any other information requested by any Shanghai and/or Shenzhen Connect Authority; and
- (B) assist in a Shanghai and/or Shenzhen Connect Authority's investigation in relation to the Client and/or the Client's trading activity; and
- (ii) The Client may be subject to regulatory investigations and the relevant legal and regulatory consequences if the Client is in breach of, or fails to comply with, such laws, rules and regulations;
- (f) 客户承认认为协助上交所对沪港通及/或深港通市场进行监督以及实施上交所沪 港通规则，并且因为联交所、联交所附属公司和上交所及/或深交所之间存在监管 合作安排，联交所可能会应上交所及/或深交所的要求，要求中国北方证券集团提供 关于客户以及联交所规则所指的其他人士在涉及到中国北方证券集团代为下达沪港 通及/或深港通买卖盘、进行或订立沪港通及/或深港通交易的资料(包括但不限于客 户的身份、个人资料和交易活动的资料)；
- the Client acknowledges that SEHK may (for the purpose of assisting SSE and/or SZSE in its regulatory surveillance of the Shanghai and/or Shenzhen Connect Market and enforcement of the SSE Shanghai Connect Rules and SZSE Shenzhen Connect Rules and as part of the regulatory cooperation arrangement between SEHK, the SEHK Subsidiary and SSE and/or SZSE), at the request of SSE and/or SZSE, require CNI Securities Group Limited to provide information (including, without limitation, in relation to the Client's identity, Personal Data and trading activity) in relation to the Client and any other persons referred to in the SEHK Rules with respect to any Shanghai and/or Shenzhen Connect orders placed or Shanghai and/or Shenzhen Connect transactions made or entered into by CNI Securities Group Limited on their behalf;
- (g) (客户承认如有沪港通及/或深港通主管当局认为上交所规则遭严重违反，该沪港通 及/或深港通主管当局可要求中国北方证券集团(i) 向客户发出警告声明(口头或书面)； 并且(ii) 停止透过沪港通及/或深港通向客户提供与买卖沪港通及/或深港通证券有 关的任何服务；
- the Client acknowledges that where a Shanghai and/or Shenzhen Connect Authority considers that there is a serious breach of the SSE Rules and/or the SZSE Rules, CNI Securities Group Limited may be required by a Shanghai and/or Shenzhen Connect Authority to (i) issue warning statements (verbally or in writing) to the Client; and (ii) cease providing the Client with any service relating to trading Shanghai and/or Shenzhen Connect Securities through Shanghai and/or Shenzhen Connect;
- (h) 客户承认及同意在接获中国北方证券集团通知，表示客户指示的北向买盘已获结算 之前，客户不得就作为该北向买盘标的沪港通及/或深港通证券指示北向卖盘；
- the Client acknowledges and agrees that, prior to CNI Securities Group Limited informing the Client that a Northbound buy order instructed by the Client has been settled, the Client shall not instruct a Northbound sell order in respect of the Shanghai and/or Shenzhen Connect Securities which are the subject of such Northbound buy order;
- (i) 客户承认及同意中国北方证券集团及/或任何相关人士按沪港通及/或深港通主管当 局可能不时指定的相隔期间及形式向沪港通及/或深港通主管 当局提供与客户的 概况、代表客户作出及执行北向买卖盘及交易的类型及价值有关的资料；
- the Client acknowledges and consents to CNI Securities Group Limited and/or any Related Party providing information relating to the Client's profile and the types and values of Northbound buy and sell orders and transactions made and executed on the Client's behalf to a Shanghai and/or Shenzhen Connect Authority at such intervals and in such forms as such Shanghai and/or Shenzhen Connect Authority may specify from time to time;
- (j) 客户承认及接受就支付所有费用、收费、征税及税项承担责任，并且须就该等沪 港通及/或深港通证券遵守任何沪港通及/或深港通主管当局或与任 何沪港通及/或 深港通证券有关的任何适用规例可能要求的任何提交或登记义务；
- the Client acknowledges and accepts responsibility for paying all fees, charges, levies and taxes and shall comply with any filing or registration obligations as may be required by any Shanghai and/or Shenzhen Connect Authority or any Applicable Regulations relating to any Shanghai and/or Shenzhen Connect Securities;
- (k) 客户承认中国北方证券集团将须根据沪港通及/或深港通规则保存以下记录(包括电话记录) 不少于 20 年时间：(i) 代表客户执行的所有买卖盘及交 易；(ii) 收取客户的任何指示；及(iii) 客户与北向交易有关的账户资料；
- the Client acknowledges that CNI Securities Group Limited will be required under the Shanghai and/or Shenzhen Connect Rules to keep, for a period of not less than 20 years, records (including telephone records) of (i) all orders and trades executed on the Client's behalf; (ii) any instructions received from the Client and (iii) the Client's account information in relation to Northbound trading;
- (l) 客户承认联交所可因应上交所及/或深交所要求而需要交易所参与者拒绝代表客户作出的任何买卖盘；及
- the Client acknowledges that SEHK may upon SSE and/or SZSE's request require the Exchange Participant to reject any order made on the Client's behalf; and
- (m) 客户承认对于中国北方证券集团或任何相关人士、客户或任何其他第三方就产生于或关于以下各项而直接或间接蒙受的任何损失和损害，沪港通及/ 或深港通主管当局的任何人士或其各个董事、雇员及代理人概不负责或承担法律责任：(i) 沪港通及/或深港通证券买卖或关于沪港通及/或深港 通证券的 CSC 运作；或(ii) 沪港通及/ 或深港通规则的任何修订、制定或执行；或(iii) 沪港通及/或深港通主管当局履行监督、监管的职责、 职能而采取各种行动(包括就不正常交易活动采取的各种行动)。

the Client acknowledges that none of the Shanghai and/or Shenzhen Connect Authorities or their respective directors, employees and agents shall be responsible or held liable for any loss or damage directly or indirectly suffered by CNI Securities Group Limited or any Related Party, the Client or any other third party arising from or in connection with (i) the trading of Shanghai and/or Shenzhen Connect Securities or the operation of the CSC in respect of Shanghai and/or Shenzhen Connect Securities; or (ii) any amendment, making or enforcement of Shanghai and/or Shenzhen Connect Rules; or (iii) any action taken by a Shanghai and/or Shenzhen Connect Authority in the discharge of its supervisory or regulatory obligations or functions (including any action taken in respect of abnormal trading activities).

6. 声明 Representations

(a) 客户向中国北方证券集团作出以下持续有效的声明:

The Client makes the following representations to CNI Securities Group Limited on a continuing basis:

- (i) 客户知悉及遵守其可能受约束的所有适用规例;
that the Client is aware of and shall comply with all Applicable Regulations to which the Client may be subject;
- (ii) 执行其向中国北方证券集团发出的任何指示, 不得导致违反任何适用规例;
that the execution of any instruction the Client gives to CNI Securities Group Limited shall not result in any breach of any Applicable Regulations;
- (iii) (客户理解及已评估与沪港通及/或深港通有关的风险, 而客户愿意承担与沪港通及/或深港通有关的风险; 及
that the Client understands and has assessed the risks relating to Shanghai and/or Shenzhen Connect and the Client is willing to undertake the risks relating to Shanghai and/or Shenzhen Connect; and
- (iv) 客户为交易沪港通及/或深港通证券使用的任何资金, 均在中国法律及规例的许可下存放于离岸账户。
that any funds used by the Client for the purpose of trading in Shanghai and/or Shenzhen Connect Securities is permitted under PRC laws and regulations to be placed in an offshore account.

如果客户违反或有任何理由相信其已或可能违反上文任何声明, 客户将立即通知中国北方证券集团。

In the event that the Client becomes or has any reason to believe the Client is or may become in breach of any of the representations above, the Client will notify CNI Securities Group Limited immediately.

(b) 客户在指示出售沪港通及/或深港通证券的交易的每一日, 向中国北方证券集团作出以下声明:

The Client makes the following representations to CNI Securities Group Limited on each date the Client instructs an order to sell Shanghai and/or Shenzhen Connect Securities:

- (i) 客户并无发现有任何情况会损害该等沪港通及/或深港通证券的有效性, 而且客户有完全的权力收取、买卖该等沪港通及/或深港通证券和作出关于该等沪港通及/或深港通证券的指示、授权和声明;
that the Client does not know of any fact that might impair the validity of such Shanghai and/or Shenzhen Connect Securities and that the Client has full authority to receive, deal with and give instructions, authorisations or declarations in respect of the same;
- (ii) 该等沪港通及/或深港通证券不存在任何其他方权利主张; 及
that there is no adverse claim to such Shanghai and/or Shenzhen Connect Securities; and
- (iii) 除联交所规则或中央结算系统规则明确规定外, 对于该等沪港通及/或深港通证券的转让没有任何限制。
that there is no restriction on the transfer of such Shanghai and/or Shenzhen Connect Securities other than those expressly provided for under the SEHK Rules or CCASS Rules.

7. 交收、人民币付款及货币兑换 Settlement, Renminbi Payments and Currency Conversion

(a) 由于所有北向交易是采用人民币进行及结算, 如中国北方证券集团在结算北向买盘之前未收到充足的人民币资金结算所购买的沪港通及/或深港通证券, 则可能延迟及/或无法作出结算, 而客户可能无法获得相关沪港通及/或深港通证券的拥有权或无权出售或转让相关沪港通及/或深港通证券。

As all Northbound trading is effected and settled in Renminbi, if CNI Securities Group Limited does not receive sufficient funds in Renminbi before settlement of a Northbound buy order to settle such purchase of Shanghai and/or Shenzhen Connect Securities, settlement may be delayed and/or fail and the Client may not acquire title to, or become entitled to sell or transfer, the relevant Shanghai and/or Shenzhen Connect Securities.

(b) 若中国北方证券集团代客户持有任何资金, 如客户(i) 仅指示北向买盘; 或(ii) 同时指 示北向买盘及除沪港通及/或深港通证券以外证券的其他买盘, 而其账户没有充足的人民币资金结算所有有关买盘及与此有关的一切付款义务时, 中国北方证券集团可拒绝所有有关买盘, 或使用客户账户内可用人民币资金, 仅处理一个或若干有关买盘, 而中国北方证券集团可绝对酌情决定处理哪一个买盘, 而不须考虑客户下达该等买盘的次序。Where CNI Securities Group Limited holds any funds on the Client's behalf, if the Client instructs (i) Northbound buy orders only or (ii) both Northbound buy orders and other buy orders (in respect of Securities other than Shanghai and/or Shenzhen Connect Securities) and if the Client does not have sufficient Renminbi funds in the Client's account to settle all such orders and all payment obligations in relation thereto, CNI Securities Group Limited may reject all such orders or process only one or some of such orders with the available Renminbi funds in the Client's account and CNI Securities Group Limited may in its absolute discretion decide which of the buy orders to process without regard to the sequence in which the orders were placed by the Client.

(c) 倘若中国北方证券集团收到因任何沪港通及/或深港通证券(中国北方证券集团代客户持有)产生的任何资金, 及中国北方证券集团未以与所收取资金相同的货币为客户持有任何现金账户, 客户授权中国北方证券集团将有关资金兑换为中国北方证券集团代客户持有的任何现金账户(由中国北方证券集团 绝对酌情权决定)的货币, 及将有关资金记入该等现金账户货项。

If CNI Securities Group Limited receives any funds arising from any Shanghai and/or Shenzhen Connect Securities which CNI Securities Group Limited holds for the Client and CNI Securities Group Limited does not hold any cash account for the Client in the same currency as the funds received, the Client authorises CNI Securities Group Limited to convert such funds into the currency of, and credit such funds to, any cash account that CNI Securities Group Limited holds for the Client as determined by CNI Securities Group Limited in its absolute discretion.

- (d) 尽管条款及细则有任何条文规定，若根据本附表条款，必须将一种货币兑换成另一种货币，则中国北方证券集团可按合理商业形式，以两种货币当时的市场兑换率进行有关兑换，而不须事先得到客户的指示或通知客户。
Notwithstanding any provisions in the Terms and Conditions, where it is necessary to convert one currency to another pursuant to these Schedule Terms, such conversion may be carried out by CNI Securities Group Limited in a commercially reasonable manner without prior instruction from or notice to the Client at the prevailing market rate of exchange between the two currencies.
- (e) 尽管条款及细则有任何条文规定，若中国北方证券集团认为没有充足的人民币流动资金为任何买盘进行结算，中国北方证券集团可全权绝对酌情决定拒绝接受客户的该等买盘指示。
Notwithstanding any provisions in the Terms and Conditions, where CNI Securities Group Limited determines that there is insufficient liquidity in Renminbi to settle any buy order, CNI Securities Group Limited may, in its sole and absolute discretion, reject the Client's instruction to place such buy order.
- (f) 除非及直至客户履行与任何和所有北向买盘有关的一切付款义务，中国北方证券集团不会向客户的账户发放任何因买盘而获取的沪港通及/或深港通证券。
Unless and until the Client has settled all payment obligations in connection with any and all Northbound buy orders, CNI Securities Group Limited will not release to the Client's account any Shanghai and/or Shenzhen Connect Securities acquired by virtue of buy orders.
- (g) 因中国北方证券集团依据本条文采取的任何行动而可能直接或间接导致客户蒙受的任何损失、风险或成本，一概须由客户承担。
Any loss, risk or cost which may result to the Client directly or indirectly from any actions taken by CNI Securities Group Limited pursuant to this Clause shall be borne by the Client.

8. 出售、转让及返还 Sale, Transfer and Disgorgement

- (a) 根据沪港通及/或深港通规则条款，当交易所参与者收到沪港通及/或深港通主管当局的通知(强制出售通知)，要求交易所参与者出售及清算客户所拥有指定数量的沪港通及/或深港通证券时，客户兹同意及授权中国北方证券集团代表客户在遵从所有适用规例的必要限度内，于相关沪港通及/或深港通主管当局指定的时段里，以中国北方证券集团或任何相关人士经绝对酌情权决定的价格及条款及时间，出售或安排出售有关沪港通及/或深港通证券。
Where, under the terms of the Shanghai and/or Shenzhen Connect Rules, the Exchange Participant receives notice (a "Forced-sale Notice") from a Shanghai and/or Shenzhen Connect Authority requiring the Exchange Participant to sell and liquidate a specified number of Shanghai and/or Shenzhen Connect Securities owned by the Client, the Client hereby consents and authorises CNI Securities Group Limited to sell or arrange for the sale of such Shanghai and/or Shenzhen Connect Securities on behalf of the Client at such price and on such terms and at such time as CNI Securities Group Limited or any Related Party may determine in its absolute discretion to the extent necessary to comply with all Applicable Regulations within the period specified by the relevant Shanghai and/or Shenzhen Connect Authority.
- (b) 若客户所拥有强制出售通知所指的沪港通及/或深港通证券已由持有相关北向买盘的结算参与者(原结算参与者)转让给另一个结算参与者或托管人(接收代理人)，客户兹授权中国北方证券集团及/或任何相关人士代表客户指示接收代理人，将相关沪港通及/或深港通证券归还给原结算参与者，以便根据适用规例进行出售及清算。客户亦承诺告知接收代理人关于上述授权以及承诺在有需要时指示接收代理人相应行事。
Where Shanghai and/or Shenzhen Connect Securities owned by the Client that are the subject of a Forced-sale Notice have been transferred from the holding of the Clearing Participant that settled the relevant Northbound buy order (the "Original CP") to another Clearing Participant or custodian (the "Recipient Agent"), the Client hereby authorises CNI Securities Group Limited and/or any Related Party to instruct the Recipient Agent on behalf of the Client to return the relevant Shanghai and/or Shenzhen Connect Securities to the Original CP for sale and liquidation in accordance with Applicable Regulations. The Client also undertakes to inform the Recipient Agent of such authorisation and, where required, the Client undertakes to instruct the Recipient Agent to act accordingly.
- (c) 若中国北方证券集团及/或任何相关人士收到任何沪港通及/或深港通主管当局通知，要求客户返还因短线交易获利规定(于本附表条款第 2 部份第 6 段(短线交易获利规定)说明)产生的任何利润，客户兹同意及授权中国北方证券集团出售或安排出售其拥有的任何数量的沪港通及/或深港通证券。
The Client hereby consents and authorises CNI Securities Group Limited to sell or arrange for the sale of any amount of Shanghai and/or Shenzhen Connect Securities owned by the Client if CNI Securities Group Limited and/or any Related Party receives notice from any Shanghai and/or Shenzhen Connect Authority requiring the Client to disgorge any profits as a result of the "short swing profit rule", described in paragraph 6 (Short Swing Profit Rule) of Part 2 to these Schedule Terms.
- (d) 除上述规定外，客户兹同意及授权中国北方证券集团及/或任何相关人士出售、转让其拥有的沪港通及/或深港通证券或执行有关沪港通及/或深港通证券的任何其他行动，前提是哪任何沪港通及/或深港通主管当局指示中国北方证券集团及/或任何相关人士如此行事，或中国北方证券集团及/或任何相关人士凭其绝对酌情权另行决定需要或适宜如此行事，以遵守任何适用规例。
In addition to the above, the Client hereby consents and authorises CNI Securities Group Limited and/or any Related Party to sell, transfer or carry out any other action in relation to Shanghai and/or Shenzhen Connect Securities owned by the Client if CNI Securities Group Limited and/or any Related Party is instructed to do so by any Shanghai and/or Shenzhen Connect Authority or if CNI Securities Group Limited and/or any Related Party otherwise determines in its absolute discretion that it is necessary or desirable to do so in order to comply with any Applicable Regulations.
- (e) 对于因中国北方证券集团或任何相关人士依据本条文采取的任何行动而可能直接或间接引致任何损失或风险，中国北方证券集团或任何相关人士概不承担任何法律责任。
Neither CNI Securities Group Limited nor any Related Party shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by CNI Securities Group Limited or any Related Party pursuant to this Clause.

9. 弥偿 Indemnity

- (a) 除中国北方证券集团在条款及细则下的任何权利外及在不损害中国北方证券集团的该等权利的情况下，对于直接或间接因中国北方证券集团及/或任何相关人士就客户买卖或投资于沪港通及/或深港通证券向客户提供任何服务而导致的任何索案、索求、行动、法律程序、损害赔偿、费用、开支、损失及所有其他任何种类的法律程序，包括但不限于(i)因根据沪港通及/或深港通买卖、持有或以其他方式交易沪港通及/或深港通证券引起或产生的任何税务；(ii)本附表条款第 2 部份提述的任何风险变成事实；(iii)中国北方证券集团及/或任何相关人士因客户作出的任何指示而招致的任何讼费；或(iv)因上文第 8 条(出售、转让及返还)招致的任何费用，客户将按完全弥偿基准向中国北方证券集团及每一相关人士作出弥偿。

In addition to and without prejudice to any of CNI Securities Group Limited's rights under the Terms and Conditions, the Client will indemnify CNI Securities Group Limited and each Related Party on a full indemnity basis against any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever arising directly or indirectly from CNI Securities Group Limited and/or any Related Party providing any services to the Client in respect of the Client's trading or investment in Shanghai and/or Shenzhen Connect Securities, including without limitation (i) any Taxes arising out of or resulting from any trading or holding of or otherwise dealing in Shanghai and/or Shenzhen Connect Securities pursuant to Shanghai and/or Shenzhen Connect; (ii) the materialisation of any risk referred to in Part 2 to these Schedule Terms; (iii) any legal costs which CNI Securities Group Limited and/or any Related Party may incur in connection with any instruction given by the Client; or (iv) any costs incurred in connection with Clause 8 (Sale, Transfer and Disorgement) above.

- (b) 除中国北方证券集团及/或任何相关人士可能有的任何其他权利或补救方法外及在 不损害中国北方证券集团可能有的任何其他权利或补救方法的情况下, 中国北方证券集团及/或任何相关人士有绝对酌情权, 透过以中国北方证券集团及/或任何相关人士绝对酌情决定的方式出售、变现或以其他方式处理中国北方证券集团及/或任何相关人士为任何目的在客户之任何账户中全部或部分持有的任何财产, 并将所得用于扣减客户对中国北方证券集团及/或任何相关人士负有的任何全部或部分负债, 以立即满足上文第 9.1 条提述的任何申索、要求、行动、法律程序、损害赔偿、成本、开支、损失及所有其他负债, 而无需进一步通知或提出要求。

In addition to and without prejudice to any other right or remedy which CNI Securities Group Limited and/or any Related Party may have, CNI Securities Group Limited and/or any Related Party shall be entitled at its absolute discretion, without further notice or demand, forthwith to satisfy any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever referred to in Clause 9.1 above by selling, realising or otherwise dealing with, in such manner as CNI Securities Group Limited and/or any Related Party in its absolute discretion may determine, all or part of any property held by CNI Securities Group Limited and/or any Related Party for any purpose in any account of the Client, and to apply the proceeds in reduction of all or part of any liability of the Client to CNI Securities Group Limited and/or any Related Party.

- (c) 中国北方证券集团或任何相关人士概不对中国北方证券集团及/或任何相关人士就本 条文采取的任何行动对客户所造成的任何直接或间接损失或风险承担任何法律 责任。

Neither CNI Securities Group Limited nor any Related Party shall have any liability for any losses or risks which may result to the Client directly or indirectly from any actions taken by CNI Securities Group Limited and/or any Related Party in respect of this Clause.

10. 费用及税务 Fees and Taxation

- (a) 中国北方证券集团有绝对酌情权, 透过以中国北方证券集团绝对酌情决定的方式出售、 变现或以其他方式(包括但不限于预扣或扣减任何税务款额)处理中国北方证券集团 或任何相关人士为任何目的在客户设于中国北方证券集团或任何相关人士之任何账户中全部或部分持有的任何财产, 并将所得用于扣减客户对任何税务机关或中国北方证券集团或任何相关人士负有的全部或部分负债, 以立即履行中国北方证券集团或任何相关人士或客户的缴纳各种税务或为其报账的任何义务或潜在义务, 而无需进一步通知或提出要求。

CNI Securities Group Limited shall be entitled in its absolute discretion, without further notice or demand, forthwith to satisfy any obligation or potential obligation of CNI Securities Group Limited or any Related Party or the Client to pay or account for any amounts in respect of any Taxes by selling, realising or otherwise dealing with (including but not limited to withholding or deducting any amount towards Taxes), in such manner as CNI Securities Group Limited in its absolute discretion may determine, all or part of any property held by CNI Securities Group Limited or any Related Party for any purpose in any of the Client's accounts with CNI Securities Group Limited or any Related Party, and to apply the proceeds in reduction of all or part of the Client's liability to any tax authority or CNI Securities Group Limited or any Related Party.

- (b) 中国北方证券集团或任何相关人士概不对中国北方证券集团或任何相关人士就以上条款采取的任何行动所造成的任何直接或间接损失或风险承担任何法律责任。

Neither CNI Securities Group Limited nor any Related Party shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by CNI Securities Group Limited or any Related Party in connection with the foregoing.

- (c) 关于客户的任何沪港通及/或深港通证券的买卖或投资或持有, 客户须负责支付任何沪港通及/或深港通主管当局或任何有关适用规例可能要求的所有费用、收 费、征税及税项, 并且须遵守沪港通及/或深港通主管当局或任何有关适用规例 可能要求的任何呈报、提交或登记义务。The Client shall be responsible for paying all fees, charges, levies and taxes, and the Client shall be required to comply with any reporting, filing or registration obligations, in each case as may be required by any Shanghai and/or Shenzhen Connect Authority or any Applicable Regulations, relating to any trading or investment by the Client of or in Shanghai and/or Shenzhen Connect Securities.

- (d) 客户须完全负责就处理及/或符合在所有适用规例下因透过中国北方证券集团买卖、 持有、处置或以其他方式处理证券或投资而引致或相关的任何当地、海外或全 球性的税务事项、债项及/或责任(包括但不限于报税、提交有关报税表及/或表格 及支付任何适用税项)。客户须向其税务顾问寻求独立专业意见, 决定其就有关证券或投资的税务情况、债项及责任。中国北方证券集团概不负责就该等税务事项、债项及/或责任提供意见, 或处理该等税务事项、债项及/或责任, 或就此提供任何服务或协助。

It is the Client's sole responsibility to handle and/or fulfill any local, overseas or worldwide tax issues, liabilities and/or obligations under all Applicable Regulations (including, without limitation, tax reporting, filing relevant tax return(s) and/or forms, and paying any applicable tax) arising from or in connection with trading, holding, disposing of or otherwise dealing with Securities or investment via CNI Securities Group Limited. The Client must seek independent professional advice from his own tax advisors to determine his tax position, liabilities and obligations in relation to the relevant Securities or investments. CNI Securities Group Limited assumes no responsibility for advising on or handling such tax issues, liabilities and/or obligations nor will CNI Securities Group Limited provide any service or assistance in this regard.

- (e) 尽管上文所述, 但在不损害前述条文十足效力的原则下, 如中国北方证券集团凭其绝对酌情权作出要求, 对于中国北方证券集团及/或任何相关人士、或其任何代名人、托管人及/或代理人被任何适用司法管辖区的任何税务机关要求, 就客户提交与根据条款及细则代表客户进行的任何投资或交易有关的任何税务表格、证明书或文件, 客户须填妥、提供资料、签署及提交该等税务表格、证明书或文件。客户同意就该等目的与中国北方证券集团及/或任何相关人士、或其任何代名人、托管人及/或代理人合作, 及向他们或他们其中任何人提供必要的资料及协助。

Notwithstanding the above but without prejudice to the full force of the foregoing provisions, if CNI Securities Group Limited so requests at its absolute discretion, the Client shall complete, provide information, sign and file any tax forms, certificates or documents which CNI Securities Group Limited and/or any Related Party or any nominee, custodian and/or agent of CNI Securities Group Limited or of any Related Party is required by any tax authority of any applicable jurisdiction to submit in respect of the Client in connection with any investment or transaction made on behalf of the Client pursuant to the Terms and Conditions. The Client agrees to cooperate with CNI Securities Group Limited and/or any Related Party or any nominee, custodian and/or agent of CNI Securities Group Limited or of any Related Party and provide the necessary information and assistance to them or any of them for such purposes.

11. 责任 Liability

尽管此等本附表条款有何其他规定，除因中国北方证券集团的欺诈、蓄意过失或重大疏忽直接引起的损害、责任或损失外，中国北方证券集团或任何相关人士不必就任何损害、责任、损失（包括利润的损失）负责或向客户承担任何法律责任。

Notwithstanding any other provision in these Schedule Terms, neither CNI Securities Group Limited nor any Related Party shall be responsible for or have any liability to the Client for any damage, liability or loss (including loss of profit) unless such damage, liability or loss is a direct result of CNI Securities Group Limited's fraud, wilful default or gross negligence.

12. 进一步资料及存续责任 Further Information and Survival of Obligations

- (a) 客户按照中国北方证券集团可能提出的合理要求，将会签订任何其他文件，及提供任何物料及/或资料，使其能够根据本附表条款履行其在沪港通及/或深港通规则不时修订后变得必要的责任和义务。

The Client will execute any further documents and provide any materials and/or information as may be reasonably requested by CNI Securities Group Limited to enable it to perform its duties and obligations under these Schedule Terms which may become necessary as and when the Shanghai and/or Shenzhen Connect Rules are amended from time to time.

- (b) 在以下情况，客户将向中国北方证券集团及/或任何相关人士提供其要求的所有资料（包括在需要时翻译成中文）：(i) 如已经与香港政府、任何沪港通及/或深港通主管当局、中国北方证券集团或该等相关人士签订资料共用安排或协议的任何沪港通及/或深港通主管当局、交易所、监管当局、政府机构（包括税务机关）或其他组织（无论上述每一机构设于香港境内或境外）要求提供有关资料，或该资料需要向其披露；或(ii) 根据适用规例另有需要提供该等资料。此外，客户按照以上条款向中国北方证券集团及/或相关人士提供该等资料，即表示授权中国北方证券集团及/或相关人士将该等资料披露予索取该资料或应向其披露该资料的有关沪港通及/或深港通主管当局、交易所、监管当局、政府机构（包括税务机关）或其他组织（无论上述每一机构设于香港境内或境外）。若客户未能遵守第 12.1 条，除其他事项外，可能导致暂停或终止客户的沪港通及/或深港通服务。

The Client will provide all information (including translations into Chinese, if required) to CNI Securities Group Limited and/or any Related Party which CNI Securities Group Limited and/or such Related Party requests if (i) such information is requested by or required to be disclosed to any Shanghai and/or Shenzhen Connect Authority, exchange, regulatory authority, governmental agency (including tax authority) or other organisation (in each case, whether within or outside Hong Kong) with which the Hong Kong Government, any Shanghai and/or Shenzhen Connect Authority, CNI Securities Group Limited or any such Related Party has entered into an information-sharing arrangement or agreement; or (ii) such information is otherwise required under Applicable Regulations. In addition, by providing any such information to CNI Securities Group Limited and/or any Related Party pursuant to the foregoing, the Client authorises CNI Securities Group Limited and/or such Related Party to disclose such information to the relevant Shanghai and/or Shenzhen Connect Authority, exchange, regulatory authority, governmental agency (including tax authority) or other organisation (in each case, whether within or outside Hong Kong) which requested the information or to which the information is required to be disclosed. Any failure by the Client to comply with this Clause 12.2 may (amongst other things) result in a suspension or termination of Shanghai and/or Shenzhen Connect Services to the Client.

- (c) 中国北方证券集团有权按照条款及细则或给予客户 30 日书面通知修改任何本附表条款履行的条款。但在特殊的情况下，中国北方证券集团可随时为遵守任何适用规例而对本附表条款作出修改，而该等修改将于通知客户后立刻生效。

CNI Securities Group Limited reserves the right to vary any of the terms of these Schedule Terms in accordance with the Terms and Conditions or by giving 30 days' written notice to the Client. However, CNI Securities Group Limited may, in exceptional circumstances, make amendments to these Schedule Terms at any time in order to comply with any Applicable Regulations, which will become effective immediately upon notice to the Client.

- (d) 本附表条款第 4 条（遵守交易限制及适用规例）、第 5 条（风险披露与确认）、第 8 条（出售、转让及返还）、第 9 条（弥偿）、第 10 条（费用及税务）及第 12.2 条及本附表条款第 2 部份第 13 段（税务）（及按文义需要的该等本附表条款或本附表条款第 2 部份条文）在本附表条款以及条款及细则终止后继续有效，而在其他情况下，本附表条款在条款及细则终止后自动终止。

Clauses 4 (Compliance with Trading Restrictions and Applicable Regulations), 5 (Risk Disclosures and Acknowledgement), 8 (Sale, Transfer and Disgorgement), 9 (Indemnity), 10 (Fees and Taxation), and 12.2 of these Schedule Terms and paragraph 13 (Taxation) in Part 2 hereto (and such other provisions of these Schedule Terms or of Part 2 hereto as the context requires) shall survive termination of these Schedule Terms and the Terms and Conditions but otherwise these Schedule Terms shall automatically terminate upon termination of the Terms and Conditions.

13. 市场数据资料 Market Data Information

客户同意，如客户接获来自中国北方证券集团及/或任何相关人士的任何市场数据资料：

Where the Client receives any Market Data Information from CNI Securities Group Limited and/or any Related Party, the Client agrees as follows:

- (a) 客户应只以最终使用者身份使用该等市场数据资料，并不应在不论免费还是其他情况下向任何人士散发该等市场数据资料或允许任何人士接触该等市场数据资料；

he shall use the Market Data Information only as an end-user and shall not disseminate the Market Data Information to any person or grant any person any access to the Market Data Information, whether free of charge or otherwise;

- (b) 客户不得将该等市场数据资料用于或允许他人将其用于任何非法目的；

he shall not use or permit the use of the Market Data Information for any illegal purpose;

- (c) 客户不得将该等市场数据资料用于计算和编制指数，或者将其作为任何可买卖衍生产品的基础；

he shall not use the Market Data Information for index computation and compilation or as the basis for any tradable derivative product;

- (d) 在顾及第 13(c) 条规定的前提下，客户只准将该等市场数据资料用于本身的目的，在其本身业务的正常过程之中使用（不应包括不论是否为牟利而向任何人士或第三方散发市场数据资料）、或者为使其软件系统供应商能够开发、连接或应用 相关的软件解决方案以便客户使用该等市场数据资料的目的而使用之；

subject to Clause 13(c), he shall use the Market Data Information only for his own purposes, in the ordinary course of his own business (which shall not include the dissemination of Market Data Information to any persons or third parties, whether on a for-profit basis or otherwise), or for the purpose of enabling his software system suppliers to develop, connect or apply relevant software solutions to facilitate his use of the Market Data Information;

- (e) 客户承认，上交所及/或深交所致力确保所提供的资料的准确性和可靠性，但其并不就资料的准确性和可靠性作出保证，也不会因资料不准确或有所遗漏而承担由此引起的各种损失和损害的责任(包括侵权行为责任、合同责任和其他的责任)；
he acknowledges that SSE and/or SZSE endeavours to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy or reliability and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions;
- (f) 客户承认，联交所、其控股公司及/或该控股公司的各家附属公司致力确保所提供的资料的准确性和可靠性，但其并不就资料的准确性和可靠性作出保证，也不会因资料不准确或有所遗漏而承担由此引起的各种损失和损害的责任(包括侵权行为责任、合同责任和其他的责任)；及
he acknowledges that SEHK, its holding company and/or any subsidiaries of such holding company endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions; and
- (g) 中国北方证券集团及/或任何相关人士将来自联交所(及/或上交所及/或深交所(如适用))的各种市场数据资料散发或提供给客户时，中国北方证券集团及/或相关人士并不就任何市场数据资料的准确性和可靠性作出任何保证和声明，也不会因有关的市场数据资料不准确或有所遗漏而承担由此导致客户或任何第三方蒙受各种损失和损害的责任(包括侵权行为责任、合同责任和其他的责任)。
CNI Securities Group Limited and/or any Related Party, by disseminating or making available any Market Data Information received from SEHK (and/or, if applicable, SSE and/or SZSE) to the Client, does not warrant or represent the accuracy or reliability of any Market Data Information or accept any responsibility (whether in tort or contract or otherwise) with respect to any loss or damage caused to the Client or any third parties arising from any inaccuracy or omission in or of the Market Data Information.

第二部份 风险披露声明

PART 2 RISK DISCLOSURE STATEMENTS

本部份并未披露透过沪港通及/或深港通进行的北向交易的所有风险及其他重要方面。客户应确保他理解沪港通及/或深港通和北向交易的性质和风险客户应根据自身情况，谨慎考虑（及在必要时征求其顾问意见）是否适合买卖沪港通及/或深港通证券。买卖沪港通及/或深港通证券的决定为客户自身的决定，但是除非客户完全理解及愿意承担与沪港通及/或深港通有关的风险，否则不应买卖沪港通及/或深港通证券。客户承认存在本部份所指的风险，并同意本部份的条款。

This Part does not disclose all the risks and other significant aspects of Northbound trading through Shanghai and/or Shenzhen Connect. The Client should ensure that the Client understands the nature and risks of Shanghai and/or Shenzhen Connect and Northbound trading and the Client should consider carefully (and consult the Client's own advisers where necessary) whether trading in Shanghai and/or Shenzhen Connect Securities is suitable for the Client in light of the Client's circumstances. The decision to trade in Shanghai and/or Shenzhen Connect Securities is the Client's, but the Client should not trade in Shanghai and/or Shenzhen Connect Securities unless the Client fully understands and is willing to assume the risks associated with Shanghai and/or Shenzhen Connect. The Client acknowledges the risks, and agrees to the terms set out in this Part.

中国北方证券集团并不陈述声明本部份所载资料为最新或详尽资料，亦不承担更新本部份所载资料的责任。

CNI Securities Group Limited does not represent that the information set out in this Part is up to date or comprehensive, and does not undertake to update the information set out in this Part.

1. 交易前检查 Pre-Trade Checking

(a) 根据中国法律，如投资者的账户没有足够的可用沪港通及/或深港通证券，上交所及/或深交所可拒绝卖盘。联交所将对交易所参与者的所有北向卖盘应用类似的检查，以确保任何交易所参与者不会卖空（「交易前检查」）。因此，客户应遵守沪港通及/或深港通主管当局要求的及/或中国北方证券集团

向客户通知的与交易前检查有关的任何规定。此外，客户应确保其账户有足够的可用沪港通及/或深港通证券，以作出任何建议卖盘。Under PRC law, SSE and/or SZSE may reject a sell order if an investor does not have sufficient available Shanghai and/or Shenzhen Connect Securities in his account. SEHK will apply similar checking on all Northbound sell orders at the Exchange Participant level to ensure there is no overselling by any Exchange Participant ("Pre-Trade Checking"). Accordingly, the Client will comply with any requirements relating to Pre-Trade Checking required by the Shanghai and/or Shenzhen Connect Authorities and/or as notified to the Client by CNI Securities Group Limited. The Client will in addition ensure there are sufficient available Shanghai and/or Shenzhen Connect Securities in the Client's account to cover any proposed sell order.

(b) 如中国北方证券集团认为客户的账户没有（在客户欲执行卖盘之交易日开始时或任何其他由中国北方证券集团不时指明的截止时间）转移足够的可用沪港通及/或深港通证券至交易所参与者的指定中央结算及交收系统证券账户，以作出建议卖盘，中国北方证券集团可以（但没有义务）全权酌情决定：(a) 全部或局部拒绝受理该客户的卖盘；(b) 在设有适当安排并且获适用规例准许的情况下，使用中国北方证券集团为其本身持有或者代表其他顾客持有的在交易所参与者（或任何其他交易所参与者）的指定中央结算及交收系统证券账户里的任何沪港通及/或深港通证券，来满足关于该客户的卖盘的交易前检查规定，而在此情况下，客户应偿付中国北方证券集团因买入或总之取得客户未能就其卖盘交付的数目的沪港通及/或深港通证券以致中国北方证券集团招致的各种费用、损失及开支，且偿付的条款、价钱（包括附带的费用开支）及时间按照中国北方证券集团所全权决定者，或者(c) 作出中国北方证券集团认为符合交易前检查及/或相关适用规例以及为透过任何股票借用安排（其在适用规例允许及可供中国北方证券集团采用的）或其他途径补足客户的缺额而必需或者适宜的其他行为（包括但不限于中国北方证券集团能够采用的其他沪港通及/或深港通证券）。此外，如中国北方证券集团因任何其他原因认为实际或可能未能遵守或潜在未能遵守适用规例，则中国北方证券集团可绝对酌情决定全部或局部拒绝客户的卖盘。因未能遵守或潜在未能遵守交易前检查及/或任何相关适用规例导致的任何风险、损失或成本须由客户承担。

If CNI Securities Group Limited considers that the Client has not (by the commencement of trading on the trading day on which the Client wishes to execute a sell order or any other cut-off time specified by CNI Securities Group Limited from time to time) transferred sufficient available Shanghai and/or Shenzhen Connect Securities to the Exchange Participant's designated CCASS stock account(s) to cover a proposed sell order, CNI Securities Group Limited may (but shall not be obliged to) in its absolute discretion: (a) reject the Client's sell order (in whole or in part); (b) where appropriate arrangements are in place and as permitted by Applicable Regulations, use any Shanghai and/or Shenzhen Connect Securities in the Exchange Participant's (or any other Exchange Participant's) designated CCASS stock account(s) which CNI Securities Group Limited holds for itself or on behalf of its other Clients to fulfill the Pre-Trade Checking requirement in respect of the Client's sell order, in which case the Client shall reimburse CNI Securities Group Limited for any costs, losses or expenses which CNI Securities Group Limited incurs as a result of buying in or otherwise sourcing the amount of Shanghai and/or Shenzhen Connect Securities which the Client has failed to deliver in respect of the Client's sell order, on such terms and at such price (including any associated fees and expenses) and at such time as CNI Securities Group Limited shall determine in its absolute discretion; or (c) perform any other act which CNI Securities Group Limited considers necessary or desirable to comply with Pre-Trade Checking and/or relevant Applicable Regulations and to cover the Client's shortfall (including but not limited to applying any other Shanghai and/or Shenzhen Connect Securities available to CNI Securities Group Limited) from any stock borrowing arrangements (to the extent permitted by Applicable Regulations and available to CNI Securities Group Limited) or other sources. In addition, CNI Securities Group Limited may in its absolute discretion reject the Client's sell order (in whole or in part) if for any other reason CNI Securities Group Limited considers that there is or may be non-compliance or potential non-compliance with Applicable Regulations. Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre-Trade Checking and/or any relevant Applicable Regulations shall be borne by the Client.

2. 交收 Settlement

(a) 北向交易将遵循 A 股交收周期。中国结算将于 T 日以无须付款交收方式办理其参与者（包括作为结算参与者的香港结算）证券账户的借记或贷记，以进行沪港通及/或深港通证券交易的交收。中国北方证券集团可落实与中国结算交收安排不同的交收安排。除非中国北方证券集团同意先行提供资金，否则与此交易有关的资金的交收将于 T+1 日生效。如中国北方证券集团同意预先为沪港通及/或深港通证券交易的交收提供资金，客户应偿还中国北方证券集团

为其提供的超额预先提供资金。如有沪港通及/或深港通证券被超额买入或者超额卖出（不论任何交易前检查安排），有可能会由于中国北方证券集团的系统在交易指示对数时出现延误或者对数失败以致交收延误。

Northbound trades will follow the A Share settlement cycle. For settlement of Shanghai and/or Shenzhen Connect Securities trades, CHINACLEAR will debit or credit the securities accounts of its participants (including HKSCC as clearing participant) on T day free of payment. CNI Securities Group Limited may have settlement arrangements in place different from the CHINACLEAR settlement arrangements. Unless CNI Securities Group Limited agrees to pre-fund,

settlement of funds relating to such trading will be effected on T+1 day. In the event CNI Securities Group Limited agrees to pre-fund the settlement of Shanghai and/or Shenzhen Connect Securities trades, the Client shall reimburse CNI Securities Group Limited with respect to any 'excess' pre-funding provided by CNI Securities Group Limited. Where any Shanghai and/or Shenzhen Connect Securities have been overbought or oversold (notwithstanding any Pre-Trade Checking arrangements), there may be a delay in settlement due to a delay or failure by CNI Securities Group Limited's system for reconciliation of orders.

(b) 虽然沪港通及/或深港通证券的转移先于现金的转移,但在沪港通及/或深港通服务下,在收到付款的确认之前,沪港通及/或深港通证券的所有权不会获得放行。故此,在成交单据的意义上,交收日将为证券及现金均已交收之 T+1 日,或者凡该购买获预先提供资金,交收日为证券获发之放之日。

Although the transfer of the Shanghai and/or Shenzhen Connect Securities precedes the transfer of cash, under the Shanghai and/or Shenzhen Connect Service, the title to Shanghai and/or Shenzhen Connect Securities will not be released until the receipt of confirmation of payment. Accordingly, for the purpose of contract notes, the settlement date would be T+1 day when both the securities and the cash are settled or, where the purchase was pre-funded, the settlement date would be the date on which the securities are released from hold.

3. 配额限制 Quota Restrictions

(a) 透过沪港通及/或深港通购买沪港通及/或深港通证券受以下一定配额控制约束。因此,中国北方证券集团不能保证能够透过沪港通及/或深港通成功下达买入指令。累积配额限制了交易所透过沪港通及/或深港通参与者可以执行的所有北向买入交易的最大净值(「累积配额」)。每日配额限制了于每个交易日的该最大净值(「每日配额」)。累积配额及/或每日配额可能在没有预先通知下不时改变,投资者应参阅香港交易所网页及其他由香港交易所公布的资讯以获取最新资讯。

There are certain quota controls through Shanghai and/or Shenzhen Connect over the purchase of the Shanghai and/or Shenzhen Connect Securities as follows. Therefore, CNI Securities Group Limited cannot guarantee any successful placing of a buy order through the Shanghai and/or Shenzhen Connect. The aggregate quota restricts the maximum net value of all the Northbound buy trades to be executed by the Exchange Participants via the Shanghai and/or Shenzhen Connect ("Aggregate Quota"). The daily quota restricts the same on each Trading Day ("Daily Quota"). The Aggregate Quota and/or the Daily Quota may be revised from time to time without prior notice, so investors are advised to update themselves by referring to the HKEx website and other information published by the HKEx.

(b) 香港联交所及上交所及/或深交所可能设有价格及其他买入指令的限制以防止人为使用或填补累积配额或每日配额。如果因为违反累积配额或每日配额或相关价格及其他限制,而出现限制、拒绝或暂停北向买入(包括任何已接受但未执行的指令),中国北方证券集团将无法执行任何买入指令,而任何买入指令将被限制或拒绝。相反,根据香港联交所的规则,无论有否违反累积配额或每日配额,投资者可以沽出其沪港通及/或深港通证券。

The SEHK and the SSE and/or SZSE may also set pricing and other restrictions on buy orders in order to prevent the artificial use or filling of the Aggregate Quota or Daily Quota. Upon any restriction, rejection or suspension of Northbound buy orders (including any order that has been accepted but not yet executed) due to any breach of the Aggregate Quota or the Daily Quota or the relevant pricing and other restrictions, CNI Securities Group Limited will be unable to carry out any buy orders and any instructions to buy will be restricted or rejected. On the contrary, investors may sell their Shanghai and/or Shenzhen Connect Securities under the SEHK rules, regardless of any breach of the Aggregate Quota or Daily Quota.

4. 对即日平仓买卖的限制 Restriction on Day Trading

除联交所另有决定外,中国 A 股市场不允许即日平仓买卖。如客户于 T 日购买沪港通及/或深港通证券,则客户仅可于交收完成当日或之后(一般于 T+1 日)卖出沪港通及/或深港通证券。由于须遵守交易前检查规定,中国北方证券集团只可于 T+1 日的适用截止时间(由中国北方证券集团不时向客户通知)或之后,在任何适用规例的规限下,处理卖出在 T 日买入的沪港通及/或深港通证券的指示。

Unless SEHK otherwise determines, day (turnaround) trading is not permitted on the PRC A Share market. If the Client buys Shanghai and/or Shenzhen Connect Securities on T day, the Client may be able to sell the Shanghai and/or Shenzhen Connect Securities only on or after settlement has been completed (normally on T+1 day). Due to Pre-Trade Checking requirements, CNI Securities Group Limited may process an instruction to sell Shanghai and/or Shenzhen Connect Securities that were bought on T day only on or after the applicable cut-off time (as notified to the Client by CNI Securities Group Limited from time to time) on T+1 day subject to any Applicable Regulations.

5. 披露权益 Disclosure of Interests

(a) 根据中国法律、规则及法规,如客户持有或控制一家在中国注册成立及在中国证券交易所上市的公司(中国上市公司)的股份(按合并基准应用,即包括同一中国上市公司的国内及海外发行的股份,不论相关持股是透过北向交易、QFII/RQFII 制度还是其他投资渠道获得),及达到相关沪港通及/或深港通主管当局不时规定的特定临界限额,则客户必须在相关沪港通及/或深港通主管当局规定的期限内披露相关权益,及他在相关沪港通及/或深港通主管当局规定的期限内不得买卖该等股份。客户亦必须按相关沪港通及/或深港通主管当局的要求披露他所持股份的任何重大变化。

Under PRC laws, rules and regulations, if the Client holds or controls shares (on an aggregate basis, i.e., including both domestically and overseas issued shares of the same PRC Listco (as defined below), whether the relevant holdings are through Northbound trading, the QFII/RQFII regime or other investment channels) in a PRC incorporated company which is listed on a PRC stock exchange (a "PRC Listco") up to a certain threshold (as may be specified from time to time by the relevant Shanghai and/or Shenzhen Connect Authorities), he must disclose such interest within the period specified by the relevant Shanghai and/or Shenzhen Connect Authority, and the Client must not buy or sell any such shares within the period specified by the relevant Shanghai and/or Shenzhen Connect Authority. The Client must also disclose any substantial change in his holding as required by the relevant Shanghai and/or Shenzhen Connect Authority.

(b) 根据香港法律,若一家在中国注册成立的公司既有在联交所上市的 H 股,又有在上交所及/或深交所上市的 A 股,如投资者于上述在中国注册成立的公司的任何具备表决权的股份类别(包括透过沪港通及/或深港通买入的 A 股)中拥有的权益超过特定临界限额(可能不时指定),则根据证券及期货条例第 XV 部分规定,该投资者有披露的义务。如在中国注册成立的公司并未有任何股份在联交所上市,则证券及期货条例第 XV 部分不适用。Under Hong Kong law, where a PRC incorporated company has both H Shares listed on SEHK and A Shares listed on SSE and/or SZSE, if an investor is interested in more than a certain threshold (as may be specified from time to time) of any class of voting shares (including A Shares purchased through Shanghai and/or Shenzhen Connect) in such PRC incorporated company, the investor is under a duty of disclosure pursuant to Part XV of the SFO. Part XV of the SFO does not apply where the PRC incorporated company has not listed any shares on SEHK.

(c) 客户须负责遵守相关沪港通及/或深港通主管当局不时实施的任何权益披露规则及就任何相关提交作出安排。

It shall be the Client's responsibility to comply with any disclosure of interest rules from time to time imposed by the relevant Shanghai and/or Shenzhen Connect Authorities and to arrange for any relevant filings.

6. 短线交易获利规定 Short Swing Profit Rule

根据中国法律、规则及法规，如(a) 客户持有中国上市公司的股权超过相关沪港通及/或深港通主管当局不时规定的临界限额；及(b) 买入交易后的六个月内作出相应的卖出交易(反之亦然)，而短线交易获利规定要求客户放弃/返还买卖该中国上市公司沪港通及/或深港通证券产生的任何收益，则该客户(及单独是该客户)必须遵守短线交易获利规定。中国北方证券集团概不负责提示该客户或以其他方式协助该客户遵守短线交易获利规定。

Under PRC laws, rules and regulations, the "short swing profit rule" requires the Client to give up / return any profits made from purchases and sales in respect of Shanghai and/or Shenzhen Connect Securities of a particular PRC Listco if (a) the Client's shareholding in such PRC Listco exceeds the threshold prescribed by the relevant Shanghai and/or Shenzhen Connect Authority from time to time and (b) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa. The Client (and the Client alone) must comply with the "short swing profit rule". CNI Securities Group Limited shall have no responsibility to alert the Client or otherwise assist the Client in complying with the "short swing profit rule".

7. 外国拥有权限制 Foreign Ownership Limits

(a) 根据中国法律、规则及法规，一名外国投资者获允许持有单一的中国上市公司股份数目存在限制，而所有外国投资者合共持有单一的中国上市公司最大股份数目亦存在限制。上述外国拥有权限制可按合并基准应用(即适用于同一发行人的国内及海外发行的股份，不论相关持股是透过北向交易、QFII/RQFII 制度还是其他投资渠道获得)。客户须负责遵守适用规则不时实施的所有外国拥有权限制。此外，按照上述附表条款第 4.2 条，中国北方证券集团有权绝对酌情决定应用必要或合适的任何程序或规定，以遵守不时实施的任何外国拥有权限制，包括(例如及不限于)对客户实施任何低于任何沪港通及/或深港通主管当局规定的限额的临界限额。该等法律及监管约束或限制有可能由于资金汇返限制、交易限制、不利的税务处理、较高佣金成本、监管报告要求、依赖当地托管人和提供服务者的服务等因素，对沪港通及/或深港通证券的流动性和表现产生不利影响。因此，客户可能会在其买卖或投资于沪港通及/或深港通证券上而蒙受损失。

Under PRC laws, rules and regulations, there is a limit to how many shares a single foreign investor is permitted to hold in a single PRC Listco, and also a limit to the maximum combined holdings of all foreign investors in a single PRC Listco. Such foreign ownership limits may be applied on an aggregate basis (i.e. across both domestically and overseas issued shares of the same issuer, whether the relevant holdings are through Northbound trading, the QFII/RQFII regime or other investment channels). It shall be the Client's responsibility to comply with all foreign ownership limits from time to time imposed by Applicable Regulations. In addition, in accordance with Clause 4.2 of the Schedule Terms, CNI Securities Group Limited shall have the right to apply any procedure or requirements which CNI Securities Group Limited determines in its absolute discretion to be necessary or desirable to comply with any foreign ownership limits from time to time including (for example, and without limitation) imposing any threshold on the Client that is lower than the foreign ownership limits prescribed by any Shanghai and/or Shenzhen Connect Authority. Such legal and regulatory restrictions or limitations may have an adverse effect on the liquidity and performance of an investment in Shanghai and/or Shenzhen Connect Securities due to factors such as limitations on fund repatriation, dealing restrictions, adverse tax treatments, higher commission costs, regulatory reporting requirements and reliance on services of local custodians and service providers. As a result, the Client may suffer losses through the Client's trading or investment of or in Shanghai and/or Shenzhen Connect Securities.

(b) 如中国北方证券集团知悉客户违反(或合理认为客户在执行进一步的北向买盘的情况下可能违反)任何外国拥有权限制，或如任何沪港通及/或深港通主管当局如此要求中国北方证券集团(包括但不限于因上交所及/或深交所签发的任何强制出售通知而导致者)，中国北方证券集团将根据附表条款第 8 条(出售、转让及返还)出售任何沪港通及/或深港通证券，以确保遵守所有适用规则。在此情况下，概不接受相关沪港通及/或深港通证券的沪港通及/或深港通证券买盘，直至上交所及/或深交所向联交所附属公司或联交所通知外国总持股已低于特定百分比之下。联交所可绝对酌情决定哪一个交易所参与者和甚么数量的沪港通及/或深港通证券 应受强制出售通知规则(一般大概按后进先出的基准)，而联交所(或联交所附属公司)本身的记录须为最终及不可推翻的。

If CNI Securities Group Limited becomes aware that the Client has breached (or reasonably believes that the Client may breach upon execution of further Northbound buy orders) any foreign ownership limits, or if CNI Securities Group Limited is so required by any Shanghai and/or Shenzhen Connect Authority, including, without limitation, as a result of any Forced-sale Notice issued by SSE and/or SZSE, CNI Securities Group Limited will sell any Shanghai and/or Shenzhen Connect Securities pursuant to Clause 8 (Sale, Transfer and Disgorgement) of the Schedule Terms in order to ensure compliance with all Applicable Regulations. In such case, no Shanghai and/or Shenzhen Connect Securities buy orders for the relevant Shanghai and/or Shenzhen Connect Securities will be accepted until SSE and/or SZSE informs the SEHK Subsidiary or SEHK that the aggregate foreign shareholding has fallen below a certain percentage. SEHK may determine in its absolute discretion which Exchange Participants and what quantity of Shanghai and/or Shenzhen Connect Securities should be subject to a Forced-sale Notice (this is generally likely to be on a "last-in, first-out" basis), and SEHK's (or the SEHK Subsidiary's) own records shall be final and conclusive.

(c) 此外，根据中国法律，如外国投资者所持单一中国上市公司的已发行股份总计超过指明百分比(「警戒水平」)，于上交所及/或深交所向联交所附属公司通知后，联交所及联交所附属公司须在切实可行的情况下尽快暂停接受相关沪港通及/或深港通证券的沪港通及/或深港通证券买盘。在此情况下，中国北方证券集团可拒绝客户的买盘指示，直至外国投资者的总持股减少至低于上交所及/或深交所不时建议的规定百分比(「许可水平」)。

Moreover, under PRC laws, where the aggregate holding of foreign investors exceeds a specified percentage (the "Cautionary Level") of the issued shares of a single PRC Listco, upon notification by SSE and/or SZSE to the SEHK Subsidiary, SEHK and the SEHK Subsidiary are required as soon as practicable thereafter to suspend accepting Shanghai and/or Shenzhen Connect Securities buy orders in respect of the relevant Shanghai and/or Shenzhen Connect Securities. In such circumstances, CNI Securities Group Limited may reject the Client's buy order instructions until the aggregate shareholding of foreign investors has fallen below a specified percentage (the "Permitted Level") as advised by SSE and/or SZSE from time to time.

(d) 截至本附表条款之日，对单一的外国投资者限额被设定为单一中国上市公司股份的 10%，而对全体外国投资者限额被设定为单一中国上市公司股份的 30%(而警戒水平及许可水平分别为单一中国上市公司股份的 28%及 26%)。该等限额和水平不时发生变化，中国北方证券集团概无任何义务向客户通知有关外国拥有权限制的该等变化。

As of the date of these Schedule Terms, the single foreign investor limit is set at 10% of the shares of a PRC Listco and the aggregate foreign investor limit is set at 30% of the shares of a PRC Listco (while the Cautionary Level and the Permitted Level are set at 28% and 26% respectively of the shares of a PRC Listco). Such limits and levels are subject to change from time to time and CNI Securities Group Limited shall not be under any obligation to inform the Client of any such changes relating to foreign ownership limits.

8. 符合北向交易资格的上交所上市股份 SSE-listed Shares Eligible for Northbound Trading

(a) 联交所将会根据沪港通规则所订下标准、对上交所 180 指数及上交所 380 指数作出的任何调整、相关 A 股及 H 股在上交所及/或联交所上市或失去上市地位、以及任何相关 A 股被放入或脱离风险预警等因素，加入或排除某些证券作为沪港通证券。中国北方证券集团没有义务通报客户关于股份的北向交易资格的任何变更。客户应参考香港交易所网页及香港交易所公布的其他资料，获得最新信息。

SEHK will include and exclude securities as Shanghai Connect Securities based on the prescribed criteria under the Shanghai Connect Rules, any adjustments made to the SSE 180 Index and SSE 380 Index, any relevant A Shares and H Shares being listed on or delisted from SSE and/or SEHK, and any relevant A Shares being placed under or released from risk alert. CNI Securities Group Limited shall not be under any obligation to inform the Client of any changes to the eligibility of shares for Northbound trading. The Client should refer to the HKEx website and other information published by HKEx for up-to-date information.

(b) 根据上交所上市规则，如任何上交所上市公司正在退市，或其运作由于财务或其他原因而不稳定，因此存在退市或对投资者的权益造成不必要损害的风险，则该上交所上市公司将被标注记号及在风险预警板上交易。风险预警板可能发生任何变化，恕不事先通知。如沪港通证券受到风险预警，则该证券不再是沪港通证券，仅允许沪港通投资者卖出相关沪港通证券，禁止进一步买入。有关风险预警板的详情，请不时参阅上交所上市规则及《上海证券交易所风险预警板股票交易暂行办法》及任何其他相关来源。

According to the SSE Listing Rules, if any SSE-listed company is in the delisting process, or its operation is unstable due to financial or other reasons such that there is a risk of being delisted or exposing investors' interests to undue damage, the SSE-listed company will be earmarked and traded on the risk alert board. Any change to the risk alert board may occur without prior notice. If a Shanghai Connect Security has been placed under risk alert, it ceases to be a Shanghai Connect Security and investors under Shanghai Connect will be allowed only to sell it and are prohibited from further buying. For details concerning the risk alert board, please refer to the SSE Listing Rules and SSE Risk Alert Board Provisional Trading Arrangement and any other relevant sources from time to time.

9. 特别沪港通及/或深港通证券 Special Shanghai and/or Shenzhen Connect Securities

联交所将接受或指定不再符合沪港通及/或深港通证券资格的证券为特别沪港通及/或深港通证券(只要那些证券仍然在上交所及/或深交所上市)。此外，客户由于任何权利或权益的分配、转换、收购、其他法人行动、异常交易活动而收到的任何证券或期权(指非合资格进行沪港通及/或深港通交易者)，将会被联交所接受或指定为特别沪港通及/或深港通证券。客户将只能出售而不能购入任何特别沪港通及/或深港通证券。

SEHK will accept or designate securities which cease to meet the eligibility criteria for Shanghai and/or Shenzhen Connect Securities as Special Shanghai and/or Shenzhen Connect Securities (provided that they remain listed on SSE and/or SZSE). In addition, any securities or options (which are not eligible for Shanghai and/or Shenzhen Connect trading) received by the Client as a result of any distribution of rights or entitlements, conversion, takeover, other corporate actions or abnormal trading activities will be accepted or designated by SEHK as Special Shanghai and/or Shenzhen Connect Securities. The Client will be able only to sell, but not to buy, any Special Shanghai and/or Shenzhen Connect Securities.

10. 无场外买卖及转让 No Off-exchange Trading and Transfers

(a) 除透过沪港通及/或深港通市场系统以外，客户、中国北方证券集团及任何相关人士不得透过其他途径交易或供应促使买卖任何沪港通及/或深港通证券的服务，及中国北方证券集团不得(有别于香港现时的联交所上市股票惯常方法)以依据沪港通及/或深港通规则透过沪港通及/或深港通以外的任何方式，就任何沪港通及/或深港通证券匹配、执行或安排执行客户的任何买卖指示或任何转让指示或进行任何非交易性质转让或完成指示，除在下列情况或相关沪港通及/或深港通主管当局另有规定外：

The Client, CNI Securities Group Limited and any Related Party shall not trade or provide services to facilitate trading of any Shanghai and/or Shenzhen Connect Securities otherwise than through the Shanghai and/or Shenzhen Connect Market System, and CNI Securities Group Limited shall not (unlike the current practice in Hong Kong in respect of SEHK-listed shares) match, execute or arrange the execution of any sale and purchase instructions or any transfer instructions from the Client or effect any Non-trade Transfer or settlement of instructions in respect of any Shanghai and/or Shenzhen Connect Securities in any manner otherwise than through Shanghai and/or Shenzhen Connect in accordance with the Shanghai and/or Shenzhen Connect Rules, except in the following circumstances or as otherwise provided by a relevant Shanghai and/or Shenzhen Connect Authority:

(i) 为有担保卖空而进行合资格沪港通及/或深港通证券证券借贷，期限不多于一个月；
stock borrowing and lending of Shanghai and/or Shenzhen Connect Securities which are eligible for covered short selling and with a tenor of no more than one month;

(ii) 为满足交易前检查规定而进行合资格沪港通及/或深港通证券证券借贷，期限不多于一日(且不得续期)；及
stock borrowing and lending of Shanghai and/or Shenzhen Connect Securities which are eligible for satisfying the Pre-Trade Checking requirement, with a tenor of one day (and which is not renewable); and

(iii) 由上交所、深交所及中国结算指定的任何其他情况，包括但不限于任何由于或为了(i)继承；(ii)离婚；(iii)任何公司或法团的解散、清盘或结束；(iv)捐赠给慈善基金会；及(v)协助在任何法院、检察官或执法机构的任何执法行动或诉讼而进行的非交易性质转让。

any other situations specified by SSE, SZSE and CHINACLEAR, including but not limited to any Non-trade Transfer as a result or for the purpose of (i) succession; (ii) divorce; (iii) dissolution, liquidation or winding up of any company or corporation; (iv) donation to a charitable foundation; and (v) assisting in any enforcement action or proceedings of any court, prosecutor or law enforcement agency.

(b) 客户确认，针对北向交易有关场外交易及转让的规则，可能会延迟或干扰中国北方证券集团进行买卖盘对帐。中国北方证券集团概不对客户因该规则蒙受的任何直接或间接损失或损害负责或被判须负法律责任，包括但不限于因任何延迟交易交收造成导致的任何损失。

The Client acknowledges that the rule against off-exchange trading and transfers under Northbound trading may delay or disrupt reconciliation of orders by CNI Securities Group Limited. CNI Securities Group Limited shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the Client arising from this rule, including, without limitation, any loss arising from any delay in settlement of trades.

11. 落盘 Placing Orders

根据适用规例，仅批准含指定价格的有限买卖盘，可以指定价格或较低价格执行买盘，以指定价格或较高价格执行卖盘。不接受市价买卖盘。

Only limit orders with a specified price are allowed pursuant to Applicable Regulations, whereby buy orders may be executed at or lower than the specified price and sell orders may be executed at or higher than the specified price. Market orders will not be accepted.

12. 上交所/深交所价格限制 SSE/SZSE Price Limits

沪港通/深港通证券依据前一交易日的收市价，服从±10%的一般价格限制（一般情况下应适用于深交所创业板股票）（如有关沪港通证券处于风险警示状态，则应服从±5%的价格限制）。价格限制可能不时更改。与沪港通/深港通证券有关的所有买卖盘均须在该价格限制范围内。价格超过该价格限制的任何买卖盘，上交所概不接受。

Shanghai/Shenzhen Connect Securities are subject to a general price limit of a ±10% (including those on CHiNext Market of SZSE) based on the previous Trading Day's closing price (and a price limit of ±5% where the Shanghai/Shenzhen Connect Securities are on risk alert). The price limit may be changed from time to time. All orders in respect of Shanghai/Shenzhen Connect Securities must be within the price limit. Any orders with a price beyond the price limit will be rejected by SSE.

13. 税务 Taxation

(a) 客户将负责所有任何有关沪港通及/或深港通的税项（包括但不限于任何转让差价所得税及派息或其他中国税项）。如果中国北方证券集团招致任何因为或有关客户持有、交易或处理沪港通及/或深港通证券而产生的香港及/或中国税项，中国北方证券集团保留根据不时修改的条款与细则第 25 条的弥偿保证向客户追回该金额的权利。

The Client will be fully responsible for any Taxes in relation to the Shanghai and/or Shenzhen Connect Securities (including, without limitation, any tax on capital gain and dividend distribution or any other PRC taxes). If CNI Securities Group Limited incurs any Hong Kong and/or PRC Taxes arising in connection with any Shanghai and/or Shenzhen Connect Securities which the Client holds, trades or otherwise deals in, CNI Securities Group Limited reserves the right to recover from the Client such amounts under the indemnity clause 25 of the Terms and Conditions (as amended from time to time).

(b) 除本附表条款项下中国北方证券集团的任何权利以外及在不损害该等权利的原则下，客户将完全及单独承担其与沪港通及/或深港通证券有关的任何税务（将由中国北方证券集团绝对酌情及凭借诚信决定）的任何及所有法律责任及义务，包括但不限于任何盈利税或任何其他税项、关税或征税，及将就客户所持有、买卖或以其他方式交易的任何沪港通及/或深港通证券给中国北方证券集团及/或任何相关人士招致的或令中国北方证券集团面对的所有由任何司法管辖区

（包括但不限于香港及中国）征收或征取的税务，对中国北方证券集团及每一相关人士作出弥偿。中国北方证券集团或任何相关人士概不负责就沪港通及/或深港通相关的任何税务问题、责任及/或义务提供意见也不负责给予处理，且中国北方证券集团或任何相关人士亦不就此方面提供任何服务或协助。客户确认及同意，中国北方证券集团概无责任就任何税务担任客户的税务代理人、代表或顾问。特此促请客户，由于投资于沪港通及/或深港通证券对不同的投资者可能有不同的税务结果，故此客户在作出投资之前，客户应咨询他本身的税务顾问和律师有关此等投资可能对其造成的税务结果。

In addition and without prejudice to any of CNI Securities Group Limited's rights under the Terms and Conditions, the Client will be fully and solely responsible for any and all his liabilities and obligations for any Taxes (which CNI Securities Group Limited shall determine in its absolute discretion and in good faith) in respect of Shanghai and/or Shenzhen Connect Securities including, without limitation, any taxes on gains or any other taxes, duties or levies, and will indemnify CNI Securities Group Limited and each Related Party from and against all Taxes imposed or levied by any jurisdiction (including without limitation Hong Kong and the PRC) which CNI Securities Group Limited and/or any Related Party may incur or be subject to arising in connection with any Shanghai and/or Shenzhen Connect Securities which the Client holds, trades or otherwise deals in. Neither CNI Securities Group Limited nor any Related Party assumes any responsibility for advising on or handling any tax issues, liabilities and/or obligations in connection with Shanghai and/or Shenzhen Connect, and neither CNI Securities Group Limited nor any Related Party will provide any service or assistance in this regard. The Client acknowledges and agrees that CNI Securities Group Limited shall have no responsibility to act as tax agent, representative or adviser of the Client in respect of any Taxes. Prior to investing in Shanghai and/or Shenzhen Connect Securities, the Client is strongly urged to consult his own tax advisers and counsel with respect to the possible tax consequences to him of such investment since such tax consequences may differ in respect of different investors.

(c) 附加于及在不损害中国北方证券集团可能具有的任何其他权利和补救方法的前提下，中国北方证券集团有绝对酌情权的权利，并且在不进一步发给通知或要求的情况下，即时按照中国北方证券集团绝对酌情决定的方式出售、变卖或处置（包括但不限于预扣或扣减任何税务款额）中国北方证券集团或任何相关人士原来为任何目的在客户设于中国北方证券集团或任何相关人士处之任何账户中持有的全部或任何部分财产，以便履行中国北方证券集团或任何相关人士或客户就任何税务支付或缴纳任何款额的义务或潜在义务，并且将得款用以减低客户对中国北方证券集团或任何相关人士负有的任何全部或部分债务。由于中国北方证券集团或任何相关人士就此采取的行动直接或间接地引致的任何损失或风险，中国北方证券集团或任何相关人士概不负责。

In addition to and without prejudice to any other right or remedy which CNI Securities Group Limited may have, CNI Securities Group Limited shall be entitled in its absolute discretion, without further notice or demand, forthwith to satisfy any obligation or potential obligation of CNI Securities Group Limited or any Related Party or the Client to pay or account for any amounts in respect of any Taxes by selling, realising or otherwise dealing with (including but not limited to withholding or deducting any amount towards Taxes), in such manner as CNI Securities Group Limited in its absolute discretion may determine, all or part of any property held by CNI Securities Group Limited or any Related Party for any purpose in any of the Client's accounts held with CNI Securities Group Limited or any Related Party, and to apply the proceeds in reduction of all or part of any liability of the Client to CNI Securities Group Limited or any Related Party. Neither CNI Securities Group Limited nor any Related Party shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by CNI Securities Group Limited or any Related Party in respect of the foregoing.

14. 证券规则 Client Securities Rules

作为背景资料简介，客户证券规则订明所有中介人及其关联实体应如何处理客户资产。然而，由于透过沪港通及/或深港通交易的沪港通及/或深港通证券并未在联交所上市或交易，因此客户不受客户证券规则的保护，除非证监会或任何其他沪港通及/或深港通主管当局另有指明。

By way of brief background, the Client Securities Rules prescribe how client assets are to be dealt with by all intermediaries and their associated entities. However, as the Shanghai and/or Shenzhen Connect Securities traded through Shanghai and/or Shenzhen Connect are not listed or traded on SEHK, the Client will not have protection under the Client Securities Rules, unless otherwise specified by the SFC or any other relevant Shanghai and/or Shenzhen Connect Authority.

15. 投资者赔偿基金 Investor Compensation Fund

沪港通及/或深港通证券交易不能享受投资者赔偿基金(依据证券及期货条例设立)的保护。因此,与在联交所上市的证券之情况不同,客户一旦因为任何向证监会登记的持牌或注册人士违约而蒙受任何损失,客户将不会获得投资者赔偿基金的补偿。

Trading in Shanghai and/or Shenzhen Connect Securities does not enjoy the protection afforded by the Investor Compensation Fund established under the SFO. Accordingly, unlike the trading of SEHK-listed securities, the Client will not be covered by the Investor Compensation Fund in respect of any loss he may sustain by reason of a default by any SFC licensed or registered person.

16. 港通及/或深港通证券的拥有权 Ownership of Shanghai and/or Shenzhen Connect Securities

(a) 沪港通及/或深港通证券乃在中国结算之中持有。香港结算将成为中国结算的一个直接参与者,而投资者通过北向交易购入的沪港通及/或深港通证券将: Shanghai and/or Shenzhen Connect Securities are held in CHINACLEAR. HKSCC will become a direct participant in CHINACLEAR and Shanghai and/or Shenzhen Connect Securities acquired by investors through Northbound Trading will be:

(i) 在香港结算于中国结算开设的代理人证券账户中记录于香港结算名下,而香港结算将会成为有关沪港通及/或深港通证券的名义持有人;及 recorded in the name of HKSCC in the nominee securities account opened by HKSCC with CHINACLEAR and HKSCC will be nominee holder of such Shanghai and/or Shenzhen Connect Securities; and

(ii) 以托管方式于中国结算的存管处持有,并于相关中国上市公司的股东名册登记。

held in custody by the depository of CHINACLEAR and registered in the shareholders' register of the relevant PRC Listco.

(b) 香港结算将会在相关的中央结算系统结算参与者的中央结算系统证券账户里记录该等沪港通及/或深港通证券的权益。

HKSCC will record interests in such Shanghai and/or Shenzhen Connect Securities in the CCASS stock account of the relevant CCASS Clearing Participant.

(c) 根据香港法律,香港结算将被视为有关的沪港通及/或深港通证券的法定拥有人,并将被视为代表有关的结算参与者持有沪港通及/或深港通证券的受益权益。视乎该结算参与者与其香港或海外客户之间的托管安排,该结算参与者一般来说又会被视为为该等香港或海外客户持有受益权益。

Under Hong Kong law, HKSCC will be regarded as the legal owner of such Shanghai and/or Shenzhen Connect Securities and will be regarded as holding the beneficial entitlement to the Shanghai and/or Shenzhen Connect Securities on behalf of the relevant Clearing Participant(s). Depending on the custody arrangements between a Clearing Participant and its Hong Kong or overseas clients, such Clearing Participant will in turn generally be regarded as holding the beneficial entitlement for such Hong Kong or overseas clients.

(d) 根据现行中国法规,沪港通及/或深港通证券将会在香港结算于中国结算开立的代理人账户之中记录。北向投资者拥有根据适用法律透过沪港通及/或深港通购入的沪港通及/或深港通证券的权利及权益。中国证监会证券登记结算管理办法、中国结算证券登记规则及证券帐户管理规则、中国结算规则、上交所沪港通规则及深交所深港通规则对名义持有人的构思作出大致规定,并承认北向投资者是有关沪港通及/或深港通证券的最终拥有人。

Under current PRC regulations, Shanghai and/or Shenzhen Connect Securities will be recorded in a nominee account opened by HKSCC with CHINACLEAR and Northbound investors have rights and interests in Shanghai and/or Shenzhen Connect Securities acquired through Shanghai and/or Shenzhen Connect according to the applicable laws. The CSRC Securities Registration and Settlement Measures, CHINACLEAR Securities Registration Rules and Administrative Rules on Securities Accounts, the CHINACLEAR Rules, SSE Shanghai Connect Rules and SZSE Shenzhen Connect Rules generally provide for the concept of a "nominee holder" and recognise the Northbound investors as the "ultimate owners" of Shanghai and/or Shenzhen Connect Securities.

(e) 北向投资者须透过香港结算作为名义持有人行使其于沪港通及/或深港通证券的权利。由于北向投资者将实质上控制有关沪港通及/或深港通证券的投票权(以个人或与其他人士共同行事),北向投资者须就透过北向交易购入的沪港通及/或深港通证券负责遵守中国法律及法规的披露义务。

Northbound investors shall exercise their rights in relation to Shanghai and/or Shenzhen Connect Securities through HKSCC as the nominee holder. As Northbound investors will have actual control over voting rights in respect of such Shanghai and/or Shenzhen Connect Securities (either individually or acting in concert with others), Northbound investors are responsible for complying with disclosure obligations under PRC laws and regulations in relation to Shanghai and/or Shenzhen Connect Securities acquired through Northbound trading.

(f) 但根据中国法律,北向投资者透过香港结算作为代理人成为沪港通及/或深港通证券的实益持有人的确切性质及权利定义略欠清晰。根据中国法律,法定拥有权及实益拥有权缺乏清楚定义及区别。很少中国法院案例是关于代理人账户架构的。因此,在中国法律下,北向投资者的权利和权益的确实性质及执行方法还是存在疑问。

However, the precise nature and rights of a Northbound investor as the beneficial owner of Shanghai and/or Shenzhen Connect Securities through HKSCC as nominee are less well defined under PRC law. There is lack of a clear definition of, and distinction between, "legal ownership" and "beneficial ownership" under PRC law and there have been few cases in the PRC courts concerning a nominee account structure. Therefore the exact nature and methods of enforcement of the rights and interests of Northbound investors under PRC law are not free from doubt.

(g) 香港交易所已刊发资料解释北向投资者对沪港通及/或深港通证券拥有权的权利,及可能不时刊发进一步资料。香港交易所刊发的资料摘要为: HKEx has published materials explaining the ownership rights of Northbound investors in Shanghai and/or Shenzhen Connect Securities and may publish further information from time to time. In summary, the HKEx published materials state that:

(i) 根据中国法律及法规,香港及海外投资者作为最终投资者(而非代该等投资者持有沪港通及/或深港通证券的任何经纪、托管人或中介人)应获承认具备有关沪港通及/或深港通证券的实益拥有权;

it is the Hong Kong and overseas investors as the ultimate investors (rather than any broker, custodian or intermediary through whom such investors hold the Shanghai and/or Shenzhen Connect Securities) who should be recognised under PRC laws and regulations as having beneficial ownership in the Shanghai and/or Shenzhen Connect Securities;

(ii) 香港结算作为名义持有人的主要职能是负责托收及向其参与者分派股息(为其本身账户及/或作为其投资者的代理人)、向其参与者获取及综合投票指示,并向相关沪港通及/或深港通证券发行人提交合并的单一投票指示。但根据中央结算系统规则,香港结算作为名义持有人,概无义务代表投资者就沪港通及/或深港通证券在中国或其他地方采取法律行动或法庭程序以执行任何权利;及

as key functions of a nominee holder, HKSCC will be responsible for collecting and distributing dividends to its participants (for their own account and/or as agent for their investors) and obtaining and consolidating voting instructions from its participants and submitting a combined single voting instruction to the issuer of the relevant Shanghai and/or Shenzhen Connect Securities. However, under the CCASS Rules, HKSCC as nominee holder shall have no obligation to take any legal action or court proceeding to enforce any rights on behalf of the investors in respect of Shanghai and/or Shenzhen Connect Securities in the PRC or elsewhere; and

(iii) 根据香港及中国法律，如香港结算无力偿债，有关沪港通及/或深港通证券将不会被视作香港结算的一般资产，亦不会提供予香港结算的一般债权人。中国结算及中国法院将承认根据香港法律正式委任的香港结算清盘人（作为有权力取代香港结算处理有关沪港通及/或深港通证券的合法人士）。

on the insolvency of HKSCC, the Shanghai and/or Shenzhen Connect Securities would not be regarded as the general assets of HKSCC under Hong Kong and PRC law and would not be available to the general creditors of HKSCC. CHINACLEAR and the PRC courts would recognise the liquidator of HKSCC, duly appointed pursuant to Hong Kong law, as the rightful person to deal with Shanghai and/or Shenzhen Connect Securities in the place of HKSCC.

(h) 客户应自行审阅香港交易所不时刊发的资料及不时适用的沪港通及/或深港通规则。客户亦应咨询其本身的法律顾问，以便对他作为沪港通及/或深港通证券北向投资者的权利作出评估。

The Client should conduct the Client's own review of the HKEx published materials and the applicable Shanghai and/or Shenzhen Connect Rules from time to time. The Client should also consult his own legal advisers to make his own assessment of his rights as a Northbound investor in Shanghai and/or Shenzhen Connect Securities.

17. 订买卖盘及丧失优先权 Amendment of Orders and Loss of Priority

根据中国现行方法，如参与北向交易的投资者有意修订买卖盘，该投资者须首先取消原先买卖盘，然后输入新买卖盘。因此投资者将丧失买卖盘优先权，及在每日配额及总配额的限制下（请参见第 3 段），随后的买卖盘可能不会在同一交易日完成。

Consistent with the current practice in the PRC, if an investor engaged in Northbound trading wishes to amend an order, the investor must first cancel the original order and then input a new one. Accordingly, order priority will be lost and, subject to the Daily Quota and Aggregate Quota restrictions (see paragraph 3), the subsequent order may not be filled on the same Trading Day.

18. 中国结算的违约风险 Risk of CHINACLEAR Default

中国结算已制定风险管理框架及措施，及获中国证监会批准及监管。如中国结算（作为所在地中央结算对手）违约，香港结算可（但无义务）采取任何法律行动或提起法院程序，进而透过可行的法律渠道及中国结算的清盘流程（如适用），寻求向中国结算讨回拖欠的沪港通及/或深港通证券及款额。由于中国结算并无出资于香港结算保证金，香港结算将不会使用香港结算保证金追讨任何因结清中国结算持仓而产生的剩余损失。香港结算将根据相关沪港通及/或深港通主管当局订明的规定，继而按比例把讨回的沪港通及/或深港通证券及/或款额分配给结算参与者。但是，中国北方证券集团只会继而分配直接或间接地从香港结算讨回的沪港通及/或深港通证券及/或款项。尽管中国结算的违约可能性被视为极低，投资者亦应在参与北向交易前知晓上述安排及有关潜在风险。

CHINACLEAR has established a risk management framework and measures that are approved and supervised by the CSRC. If CHINACLEAR (as the host central counterparty) defaults, HKSCC may (but shall have no obligation to) take any legal action or court proceeding to seek recovery of the outstanding Shanghai and/or Shenzhen Connect Securities and monies from CHINACLEAR through available legal channels and through CHINACLEAR's liquidation process, if applicable. As CHINACLEAR does not contribute to the HKSCC guarantee fund, HKSCC will not use the HKSCC guarantee fund to cover any residual loss as a result of closing out any of CHINACLEAR's positions. HKSCC will in turn distribute Shanghai and/or Shenzhen Connect Securities and/or monies recovered to clearing participants on a pro-rata basis as prescribed by the relevant Shanghai and/or Shenzhen Connect Authorities. CNI Securities Group Limited in turn will be distributing Shanghai and/or Shenzhen Connect Securities and/or monies only to the extent recovered directly or indirectly from HKSCC. Although the likelihood of a default by CHINACLEAR is considered to be remote, investors should be aware of this arrangement and of this potential exposure before engaging in Northbound trading.

19. 香港结算的违约风险 Risk of HKSCC Default

中国北方证券集团根据沪本附表条款提供服务，也是依赖香港结算履行其义务。香港结算的作为或不作为，或者一旦香港结算未履行或者延误履行其义务，可能会导致沪港通及/或深港通证券及/或有关款项未能交收或亏损，以致客户蒙受损失。对于此等损失，中国北方证券集团或任何相关人士概不负责或承担任何法律责任。

CNI Securities Group Limited's provision of services pursuant to these Schedule Terms also depends upon the performance by HKSCC of its obligations. Any action or inaction of HKSCC or a failure or delay by HKSCC in the performance of its obligations may result in a failure of settlement, or the loss, of Shanghai and/or Shenzhen Connect Securities and/or monies in connection with them and the Client may suffer losses as a result. Neither CNI Securities Group Limited nor any Related Party shall have any responsibility or liability for any such losses.

20. 证券无纸化 Scripless Securities

沪港通及/或深港通证券以无纸化形式交易，而相应地，沪港通及/或深港通证券不可以实物形式存放于中央结算系统及/或从中提取。

Shanghai and/or Shenzhen Connect Securities are traded in scripless form, and accordingly Shanghai and/or Shenzhen Connect Securities may not be physically deposited into and/or withdrawn from CCASS.

21. 有关企业行动的公司公告 Company Announcements on Corporate Actions

(a) 与沪港通及/或深港通证券有关的任何企业行动，将由相关发行人透过上交所及/或深交所网站及若干官方指定报纸进行公布。香港结算亦将在中央结算系统记录与沪港通及/或深港通证券有关的所有企业行动，及尽快在切实可行的情况下，于公布日透过中央结算系统终端机通知其结算参与者相关详情。参与北向交易的投资者可参看上交所及/或深交所网站及相关报纸上的最新上市公司公告，或者参看香港交易所网站的中国股市网（或其他不时出现的有关替代或承继网页），理解与前一交易日发行的沪港通及/或深港通证券的相关企业行动。投资者应注意，上交所及/或深交所上市的发行商仅刊发中文企业文件，不提供英文译文。

Any corporate action in respect of Shanghai and/or Shenzhen Connect Securities will be announced by the relevant issuer through the SSE and/or SZSE websites and certain officially appointed newspapers. HKSCC will also record all corporate actions relating to Shanghai and/or Shenzhen Connect Securities in CCASS and inform its clearing participants of the details via the CCASS terminals as soon as practicable on the announcement date. Investors engaged in Northbound trading may refer to the SSE and/or SZSE websites and the relevant newspapers for the latest listed company announcements or, alternatively, the HKEx website's China Stock Markets Web (or such other replacement or successor web-page from time to time) for corporate actions in respect of Shanghai and/or Shenzhen Connect Securities issued on the previous Trading Day. Investors should note that SSE-listed and/or SZSE-listed issuers publish corporate documents in Chinese only and English translations will not be available.

(b) 根据中国现行市场惯例，参与北向交易的投资者将不能委任代表或本人亲自出席股东会议，这与联交所上市股份的现行方法不同。Following existing market practice in the PRC, investors engaged in Northbound trading will not be able to attend shareholder meetings by proxy or in person, unlike the current practice in Hong Kong in respect of SEHK-listed shares.

(c) 中国北方证券集团无任何义务为客户的账户收集、收取或采取其他关于沪港通及/或深港通证券的任何支付、分配或投票等行动(包括出席任何大会及/或行使任何投票权)，或通知客户有关沪港通及/或深港通证券的任何通知、通函、报告、公告或类似法人行动的存在或者其内容。如中国北方证券集团作出该等收集或收取行为、采取该等行动、向客户发出该等通知或根据该等通知采取任何行动，中国北方证券集团亦不负责：

CNI Securities Group Limited shall have no obligation whatsoever to collect or receive or take any other action (including attending any general meeting and/or exercising any voting right) in relation to any payment or distribution or voting in respect of Shanghai and/or Shenzhen Connect Securities for the Client's account or to notify the Client of the existence of or the terms of any notice, circular, report, announcement or similar corporate action in respect of Shanghai and/or Shenzhen Connect Securities. If CNI Securities Group Limited shall make any such collection or receipt, take any such action or give the Client any such notification or shall take any action pursuant to any such notification, CNI Securities Group Limited shall not have:

- (i) 关于任何失准或延误情况的责任；及
any liability in respect of any inaccuracies or delays; and
- (ii) 继续或者重复该等行动的义务。
any obligation to continue or repeat any such action.

(d) 中国北方证券集团不保证、亦无法保证企业行动之任何公司公告的准确性、可靠性或及时性，而中国北方证券集团或任何相关人士概不对任何错误、失准、延误或遗漏或因倚赖该等公告而采取的任何行动导致的任何损失或损害承担法律责任(无论是侵权或缔约责任或其他)。中国北方证券集团明确为公司公告在任何情况下之准确性或资料的适当性免除所有明示或暗示保证。

CNI Securities Group Limited does not and cannot ensure the accuracy, reliability or timeliness of any company announcements of corporate actions, and neither CNI Securities Group Limited nor any Related Party accepts any liability (whether in tort or contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays or omissions or any actions taken in reliance thereon. CNI Securities Group Limited expressly disclaims all warranties, express or implied, as to the accuracy of any company announcement or as to the fitness of the information for any purpose.

22. 披露资料及刊发交易资料 Disclosure of Information and Publication of Trade Information

(a) 联交所可为刊发、散布或公开分发沪港通及/或深港通项下沪港通及/或深港通证券交易的综合资料、交易总额、投资者概况及其他相关资料，而要求中国北方证券集团按照联交所不时指定的时间及形式提供有关客户概况、客户买卖盘类型及价值(就沪港通及/或深港通证券之北向交易而言)、及中国北方证券集团为客户执行的交易的资料。

SEHK may require CNI Securities Group Limited to provide information on the Client's profile, and the type and value of the Client's orders in relation to Northbound trading of Shanghai and/or Shenzhen Connect Securities and the trades which CNI Securities Group Limited executed for the Client, at such intervals and in such form as SEHK may specify from time to time for purposes of the publication, dissemination or public distribution of aggregated information in respect of Shanghai and/or Shenzhen Connect Securities trades under Shanghai and/or Shenzhen Connect, trading volumes, investor profiles and other related data.

(b) 此外，中国北方证券集团可能被沪港通及/或深港通主管当局要求提供任何关于客户的资料，包括但不只限于客户通过除中国北方证券集团以外的交易所参与者进行的沪港通及/或深港通交易(若该等交易中的沪港通及/或深港通证券被转移至中国北方证券集团进行出售)之资料。

In addition, CNI Securities Group Limited may be required by any Shanghai and/or Shenzhen Connect Authority to provide any information relating to the Client including, without limitation, any information relating to Shanghai and/or Shenzhen Connect trades executed by the Client through Exchange Participants other than CNI Securities Group Limited, where the Shanghai and/or Shenzhen Connect Securities in respect of such trades have been transferred to CNI Securities Group Limited for sale.

23. 资料的保留 Retention of Information

客户承认并接受，根据沪港通及/或深港通规则，中国北方证券集团需要保留以下的记录不少于 20 年：(a) 客户的交易指示及代表其执行的交易；(b) 收到客户发来的各种指示；(c) 关于北向交易的客户账户资料；及 (d) 关于沪港通及/或深港通证券的保证金交易、证券借贷的所有相关资料(包括但不只限于该等证券保证金交易安排和所提供的资金的资料)。

The Client acknowledges and accepts that CNI Securities Group Limited will be required under the Shanghai and/or Shenzhen Connect Rules to keep records for a period of not less than 20 years of (a) all orders and trades executed on the Client's behalf; (b) any instructions received from the Client; (c) the Client's account information in relation to Northbound trading; and (d) all relevant information concerning margin trading and stock borrowing and lending of any Shanghai and/or Shenzhen Connect Securities (including, without limitation, in respect of any such margin trading, the relevant securities margin trading arrangement and the funds provided).

24. 客户错误 Client Error

(a) 中国北方证券集团或任何相关人士概不对客户因依据客户指示进行任何交易而蒙受的任何损失、损害或开支或间接损失、损害或开支承担法律责任。中国北方证券集团(香港)不能为任何交易平仓，而客户亦应注意与沪港通及/或深港通证券有关的交收安排，包括但不只限于配额限制，而且这些限制可能影响客户消减任何错误交易所致后果的能力。

Neither CNI Securities Group Limited nor any Related Party shall be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Client as a result of any trading based on the Client's instructions. CNI Securities Group Limited will not be able to unwind any trade, and the Client should also take note of the settlement arrangements in respect of Shanghai and/or Shenzhen Connect Securities including but not limited to quota restrictions, which may affect the Client's ability to mitigate the consequences of any error trades.

(b) 沪港通及/或深港通规则一般禁止任何交易所场外交易或转让。但在有限的环境下，可容许交易所参与者及其客户之间的转让，以便更正错误交易，尽管对于可容许上述转让的情况缺乏清楚界定。任何履行一非交易性质转让以更正一错误交易的交易所参与者，将须向联交所提交错误交易报告及附上支持文件解释错误如何造成，并提供非交易性质转让详情。如联交所有合理理由怀疑或相信某交易所参与者可能滥用或已滥用有关更正安排或者可能利用有关更正安排回避场外交易或转让的禁令，联交所有权不容许该交易所参与者就错误交易进行非交易性质转让。联交所可向证监会及上交所及/或深交所提供错误交易报告及有关资料。交易所参与者被联交所警告不得滥用有关安排进行交易所场外交易或转让（而在其他情况下，是不获有关沪港通及/或深港通规则容许的）。中国北方证券集团绝对酌情决定可否进行转让以更正任何错误交易及并无义务作出有关决定。中国北方证券集团或任何相关人士对任何错误或拒绝任何转让更正错误交易可能直接或间接招致的任何损失概不承担任何法律责任。

The Shanghai and/or Shenzhen Connect Rules generally prohibit any off-exchange trading or transfers. However, transfers may be permitted between Exchange Participants and their clients to rectify an error trade in limited circumstances, although there is a lack of clarity as to the circumstances in which such transfers may be permitted. Any Exchange Participant who performs a Non-trade Transfer to rectify an error trade will be required to submit to SEHK an error trade report together with supporting documents explaining how the error was made and providing details of the Non-trade Transfer. SEHK has the power to disallow a particular Exchange Participant to conduct Non-trade Transfers for error trade rectification if SEHK has reasonable cause to suspect or to believe that the Exchange Participant may abuse or may have abused such rectification arrangements or may have used such rectification arrangements to circumvent the prohibition against off-exchange trades or transfers. SEHK may provide error trade reports and related information to the SFC and SSE and/or SZSE. Exchange participants are warned by SEHK not to misuse this arrangement to effect off-exchange trades or transfers which are otherwise disallowed under the relevant Shanghai and/or Shenzhen Connect Rules. CNI Securities Group Limited shall have absolute discretion to determine whether to conduct any transfer to rectify any error trade and shall have no obligation to do so. Neither CNI Securities Group Limited nor any Related Party shall have any liability for any losses which may result directly or indirectly from any error trade or any refusal to conduct a transfer to correct an error trade.

25. 沪港通及/或深港通服务的运作/沪港通及/或深港通市场系统的新颖性

Operation of Shanghai and/or Shenzhen Connect Service/Novelty of Shanghai and/or Shenzhen Connect Market System

(a) 在联交所规则规定的若干情况下，及/或在联交所认为为保护投资者而情况适合并合乎公平、有序的市场利益的情况下，联交所或联交所附属公司（经咨询联交所后）可按联交所可能视为适当的持续时间及频密次数，暂时中止或限制与沪港通及/或深港通证券的所有或任何北向交易有关的所有或部分买卖盘传递及相关支援服务。在沪港通及/或深港通证券交易被暂停期间，客户将无法在联交所通过沪港通及/或深港通买卖沪港通及/或深港通证券。客户应特别注意，在联交所暂停沪港通及/或深港通证券交易期间，沪港通及/或深港通证券有可能能够在上交所及/或深交所继续交易。客户有可能在联交所暂停买卖沪港通及/或深港通证券交易期内，仍然因为沪港通及/或深港通证券在上交所进行买卖而面对其价格波动。

SEHK or the SEHK Subsidiary (after consulting with SEHK) may, under certain circumstances as specified in the SEHK rules and/or whenever SEHK determines that it is appropriate and in the interest of a fair and orderly market to protect investors, temporarily suspend or restrict all or part of the order-routing and related supporting services with regard to all or any Northbound trading of Shanghai and/or Shenzhen Connect Securities, and for such duration and frequency as the SEHK may consider appropriate. The Client will not be able to buy or sell Shanghai and/or Shenzhen Connect Securities through Shanghai and/or Shenzhen Connect during any period in which trading of Shanghai and/or Shenzhen Connect Securities is suspended. In particular, the Client should note that while trading of Shanghai and/or Shenzhen Connect Securities is suspended by SEHK, trading of such Shanghai and/or Shenzhen Connect Securities may continue on SSE and/or SZSE. The Client may remain exposed to fluctuations in the price of Shanghai and/or Shenzhen Connect Securities caused by trading on SSE and/or SZSE during the period when trading of such Shanghai and/or Shenzhen Connect Securities is suspended by SEHK.

(b) 联交所享有绝对酌情决定权，可由于运作需要、恶劣天气、紧急情况或其他情况，随时及无须提前通知而变更沪港通及/或深港通服务的运作时间及安排（不论是否为临时性安排）。此外，联交所或联交所附属公司（须获得联交所的同意）可永久停止提供沪港通及/或深港通北向交易服务。

SEHK has absolute discretion to change the operational hours and arrangements of the Shanghai and/or Shenzhen Connect Service at any time and without advance notice, whether on a temporary basis, due to operational needs, inclement weather, under emergency situations or otherwise. Moreover, SEHK or the SEHK Subsidiary (with the agreement of SEHK) may cease the provision of the Shanghai and/or Shenzhen Connect Northbound trading service permanently.

(c) 上述暂停、限制或停止将影响中国北方证券集团接受及处理客户买卖盘的能力。建议客户参考香港交易所网站及香港交易所公布的其他资料，获得最新信息。尽管沪港通及/或深港通证券可透过其他渠道（包括但不限于中国投资者透过上交所及/或深交所）交易，但概不保证客户的买卖盘将能获得接受或处理。Such suspension, restriction or cessation will affect CNI Securities Group Limited's ability to accept and process the Client's orders and the Client is advised to refer to the HKEx website and other information published by HKEx for up-to-date information. There can be no assurance that the Client's orders will be accepted or processed, notwithstanding that Shanghai and/or Shenzhen Connect Securities may be traded through other channels including, without limitation, by PRC investors on SSE and/or SZSE.

(d) 另外，联交所规则规定，如任何 H 股具备资格为沪港通及/或深港通证券的相应 A 股，而暂停在联交所交易但未暂停在上交所及/或深交所交易该 A 股，则一般仍提供向上交所传递该等 A 股的沪港通及/或深港通证券买卖盘以供上交所及/或深交所执行之服务。然而，联交所可自行酌情决定限制或暂停上述服务，无须事先通知，而届时客户发出买卖盘的能力可能受到影响。

Further, the SEHK Rules state that, where any H Shares with corresponding A Shares eligible as Shanghai and/or Shenzhen Connect Securities are suspended from trading on SEHK but the corresponding A Shares are not suspended from trading on SSE and/or SZSE, the service for routing the Shanghai and/or Shenzhen Connect sell orders and Shanghai and/or Shenzhen Connect buy orders for such A Shares to SSE and/or SZSE for execution will normally remain available. However, SEHK may, in its discretion, restrict or suspend such service without prior notice and the Client's ability to place sell orders and buy orders may be affected.

(e) 此外，沪港通及/或深港通市场系统是沪港通及/或深港通项下交易沪港通及/或深港通证券的新平台。中国北方证券集团基于上交所及/或深交所运作的沪港通及/或深港通市场系统提供交易服务。中国北方证券集团不对沪港通及/或深港通市场系统导致的任何延误或失误负责，而投资者将承担源自或涉及透过沪

港通及/或深港通市场系统交易沪港通及/或深港通证券的全部风险。对于客户由于或就沪港通及/或深港通服务或 CSC (透过北向交易) 蒙受的任何直接或间接损失或损害, 中国北方证券集团或任何相关人士概不负责或被判须负法律责任, 包括但不限于以下:

In addition, the Shanghai and/or Shenzhen Connect Market System is a new platform for trading of Shanghai and/or Shenzhen Connect Securities under Shanghai and/or Shenzhen Connect. CNI Securities Group Limited provides trading services based on the Shanghai and/or Shenzhen Connect Market System which is operated by SSE and/or SZSE. CNI Securities Group Limited is not responsible for any delay or failure caused by the Shanghai and/or Shenzhen Connect Market System and investors accept all risks arising from trading Shanghai and/or Shenzhen Connect Securities through the Shanghai and/or Shenzhen Connect Market System. Neither CNI Securities Group Limited nor any Related Party shall be responsible or held liable for any loss or damage directly or indirectly suffered by the Client arising from or in connection with the Shanghai and/or Shenzhen Connect Service or the CSC through Northbound trading including, without limitation, the following:

(i) 暂停、限制或停止沪港通及/或深港通服务或 CSC, 或不能取览或使用 CSC 或沪港通及/或深港通服务;

a suspension, restriction or cessation of the Shanghai and/or Shenzhen Connect Service or the CSC, or any inability to access or use the CSC or the Shanghai and/or Shenzhen Connect Service;

(ii) 为处理紧急情况确立的任何特殊安排或采取或未采取的任何行动、步骤或措施, 包括但不限于交易所参与者取消所输入的任何或所有沪港通及/或深港通买卖盘;

any special arrangement put in place or any action, step or measure taken or not taken to deal with an emergency, including but not limited to the cancellation of any or all Shanghai and/or Shenzhen Connect orders input by Exchange Participants;

(iii) 暂停、延迟、中断或停止在上交所及/或深交所或联交所交易任何沪港通及/或深港通证券;

any suspension, delay, interruption or cessation of trading of any Shanghai and/or Shenzhen Connect Securities on SSE and/or SZSE or through SEHK;

(iv) 由于香港悬挂八号或以上台风讯号或发出黑色暴雨警告导致任何延迟、暂停、中断或取消沪港通及/或深港通证券买卖盘;

any delay, suspension, interruption or order cancellation of any Shanghai and/or Shenzhen Connect Securities as a result of the hoisting of a Typhoon Signal No. 8 or above or the issuance of the Black Rainstorm Warning in Hong Kong;

(v) 由于任何系统、通讯或连结失效、断电、软件或硬件故障或联交所、中国北方证券集团或任何相关人士无法控制的其他事件, 而延迟或未能传递任何沪港通及/或深港通买卖盘, 延迟或未能发出任何买卖盘取消请求或提供沪港通及/或深港通服务;

any delay or failure to route any Shanghai and/or Shenzhen Connect orders or any delay or failure to send any order cancellation requests or to provide the Shanghai and/or Shenzhen Connect Service, due to any system, communication or connection failure, power outage, software or hardware malfunction or other event beyond the control of SEHK, CNI Securities Group Limited or any Related Party;

(vi) 在有沪港通及/或深港通交易所参与者要求将一沪港通及/或深港通买卖盘取消时, 因任何原因该买卖盘未获取消;

any circumstance in which a Shanghai and/or Shenzhen Connect order which a Shanghai and/or Shenzhen Connect Exchange Participant has requested to be cancelled is not cancelled for any reason whatsoever;

(vii) 任何沪港通及/或深港通市场系统或联交所附属公司、中国北方证券集团或任何相关人士倚赖其提供沪港通及/或深港通服务的任何系统的任何延误、失效或错误; 及

any delay, failure or error of any Shanghai and/or Shenzhen Connect Market System or any system upon which the SEHK Subsidiary, CNI Securities Group Limited or any Related Party is reliant in providing the Shanghai and/or Shenzhen Connect Service; and

(viii) 基于联交所、香港交易所或联交所附属公司、中国北方证券集团或任何相关人士无法控制的任何理由, 而延迟或未能执行任何沪港通及/或深港通买卖盘或沪港通及/或深港通买卖盘配对或执行出现任何错误, 包括但不限于上交所、深交所、任何沪港通及/或深港通主管当局或任何其他相关政府或监管机构采取或作出, 或未采取或作出的任何行动或决策。

any delay or failure to execute, or any error in matching or executing any, Shanghai and/or Shenzhen Connect order due to any reason beyond the control of SEHK, HKEx or the SEHK Subsidiary, CNI Securities Group Limited or any Related Party (including, without limitation, any action or decision taken or made, or not taken or made, by SSE and/or SZSE, any Shanghai and/or Shenzhen Connect Authority or any other relevant governmental or regulatory body).

若有任何上列(e)或(f)段所述情况而导致任何延迟或未能送交任何买卖盘取消请求, 如有关买卖盘已获对盘及执行, 则客户仍须负责就有关交易完成的任何交收义务。

If there is any delay or failure to send any order cancellation request in any circumstance described in paragraph (e) or (f) above, the Client shall, in the event such order is matched and executed, remain responsible to fulfill any settlement obligations in respect of such transaction.

26. 运作时间Operational Hours

(a) 联交所享有绝对酌情权以不时决定沪港通及/或深港通服务的运作时间, 及有绝对酌情权随时更改沪港通及/或深港通服务的运作时间及安排, 不须临时或以其他方式事先给予通知。中国北方证券集团概无义务向客户通知联交所就沪港通及/或深港通服务运作时间所作的该等决定。沪港通及/或深港通服务的运作时间及安排的该等更改, 会影响中国北方证券集团受理及处理客户的订单及及时地提供沪港通及/或深港通服务之能力。

SEHK has absolute discretion to determine from time to time the operational hours of the Shanghai and/or Shenzhen Connect Service, and will have absolute discretion to change the operational hours and arrangements of the Shanghai and/or Shenzhen Connect Service at any time and without advance notice, whether on a temporary basis or otherwise. CNI Securities Group Limited shall not be under any obligation to inform the Client of any such determination by SEHK as to the operational hours of the Shanghai and/or Shenzhen Connect Service. Any such change in the operational hours and arrangements with respect to the Shanghai and/or Shenzhen Connect Service will affect CNI Securities Group Limited's ability to accept and process the Client's orders and generally to provide Shanghai and/or Shenzhen Connect Service in a timely manner.

(b) 例如, 在沪港通及/或深港通服务暂停期间, 有关于一中国上市公司的价格敏感资料, 该中国上市公司的A股可能会在上交所及/或深交所继续买卖, 而该A股的价格可能会有大幅上落。在该情况下, 北向投资者将无法进行该等股份的交易, 直至沪港通及/或深港通的下一个可以使用的交易日为止。Where, for example, there is any price sensitive information relating to a PRC Listco during a time when the Shanghai and/or Shenzhen Connect Service is not in operation, the A Shares of the PRC Listco may continue to trade on SSE and/or SZSE and the price of such A Shares may move significantly. In such case, Northbound investors will not be able to trade in such shares until the next available Trading Day under Shanghai and/or Shenzhen Connect.

27. 保证金交易 Margin Trading

(a) 受限于沪港通及/或深港通主管当局设立的某些条件，香港及国外投资者可根据沪港通及/或深港通主管当局决定合格作为保证金交易的沪港通及/或深港通证券（「合格保证金交易证券」）进行保证金交易。香港交易所将不时公布合格保证金交易证券的列表。

Subject to certain conditions specified by the Shanghai and/or Shenzhen Connect Authorities, Hong Kong and overseas investors may conduct margin trading in the eligible Shanghai and/or Shenzhen Connect Securities for margin trading as specified by the relevant Shanghai and/or Shenzhen Connect Authorities ("Eligible Margin Trading Securities"). The HKEx will publish the list of Eligible Margin Trading Securities from time to time.

(b) 在受到沪港通及/或深港通主管当局订明的若干条件规限下，香港及海外投资者可就相关沪港通及/或深港通主管当局厘定合格进行保证金交易的沪港通及/或深港通证券（合格保证金交易证券）进行保证金交易。香港交易所不时刊发合格保证金交易证券列表。如任何 A 股的保证金交易额超出上交所及/或深交所订定的上限，上交所及/或深交所可暂停有关指定 A 股的保证金交易活动，并于其交易额下降至订定的上限以下水平时恢复其保证金交易活动。如联交所接获上交所及/或深交所通知，合格保证金交易证券列表的特定证券暂停或恢复保证金交易时，香港交易所将在其网站上披露有关资料。在上述情况下，有关沪港通及/或深港通证券须按照通知暂停及/或恢复其任何保证金交易活动（沪港通及/或深港通证券买盘的保证金交易除外）。上交所及/或深交所所有权（在某个时间），要求将保证金买卖盘在其传递至沪港通及/或深港通时标签为保证金买卖盘。中国北方证券集团或任何相关人士概无任何义务向客户更新合格保证金交易证券列表或不时限制或暂停有关保证金交易的有关决定。

Subject to certain conditions prescribed by the Shanghai and/or Shenzhen Connect Authorities, Hong Kong and overseas investors may conduct margin trading in Shanghai and/or Shenzhen Connect Securities determined by the relevant Shanghai and/or Shenzhen Connect Authorities to be eligible for margin trading. The HKEx will from time to time publish a list of Eligible Margin Trading Securities. SSE and/or SZSE may suspend margin trading activities in any specific A Share if the volume of margin trading activities in such A Share exceeds a threshold determined by SSE and/or SZSE and resume margin trading activities when the volume of margin trading activities drops below a prescribed threshold. Where the SEHK is notified by the SSE and/or SZSE that a suspension or resumption involves a security on the list of Eligible Margin Trading Securities, the HKEx will disclose such information on its website. In such circumstances, any margin trading (except for margin trading in respect of Shanghai and/or Shenzhen Connect Securities buy orders) in the relevant Shanghai and/or Shenzhen Connect Security shall be suspended and/or resumed accordingly. SSE and/or SZSE has reserved the right to require (at some point in time) margin trading orders to be flagged as margin trading orders when routed to Shanghai and/or Shenzhen Connect. Neither CNI Securities Group Limited nor any Related Party shall have any obligation to update the Client in respect of the list of Eligible Margin Trading Securities or any restrictions or suspensions in respect of margin trading from time to time.

(c) 中国北方证券集团以港元作为融资货币，不提供其他货币的融资。

CNI Securities Group Limited provides margin financing in Hong Kong dollar only, rather than in other currencies.

(d) 客户亦需理解，购买力所呈现的港元融资金额是根汇率参考价所计算的结果，供参考，与实际的港元融资金额可能有所差异。实际的港元融资金额是依照吾等在交收时的实际换汇价格计算出来。

Client should understand that the purchasing power resulting from the calculation of margin financing amount in Hong Kong dollar, which involves the reference price of relevant exchange rate, is for reference only, it may be vary from the actual margin financing amount in Hong Kong dollar. The calculation of actual margin financing amount in Hong Kong dollar is according to the actual exchange rate used by us at the time of settlement.

(e) 中国北方证券集团的[可作抵押 A 股名单]将根据香港交易所最新发出的合格保证金交易证券的列表及中国北方证券集团的内部政策而不时调整。中国北方证券集团将公布[可作抵押 A 股名单]，包括相关 A 股抵押率。客户仅可对[可作抵押 A 股名单]内的 A 股进行保证金交易。

CNI Securities Group Limited's [List of A Shares Eligible for Pledging] will be adjusted from time to time according to latest list of Eligible Margin Trading Securities issued by HKEx and the internal policies of CNI Securities Group Limited. CNI Securities Group Limited will announce the [List of A Shares Eligible for Pledging] including pledging rates of relevant A-Shares. Client can perform margin trading for the A Shares listed in our [List of A Shares Eligible for Pledging] only.

(f) 若已抵押的沪港通及/或深港通证券被移出香港交易所最新发出的合格保证金交易证券的列表，中国北方证券集团会立即将该沪港通及/或深港通证券的抵押率调低至 0，不再提供任何抵押价值予该沪港通及/或深港通证券，并且酌情调整客户应付的保证金额度。在此情况下，可能产生保证金追收，客户须立即还款。

If the pledged Shanghai and/or Shenzhen Connect Securities is being removed from the latest list of Eligible Margin Trading Securities issued by HKEx, CNI Securities Group Limited will immediately adjust the pledging rate of that Shanghai and/or Shenzhen Connect Securities down to zero, and will not provide any pledging value for that Shanghai and/or Shenzhen Connect Securities, then adjust the deposit amount payable by the Client at our discretion. Under this situation, call for margin deposit may occur, and the Client should make repayment immediately.

(g) 若个别 A 股的保证金交易交投超出上交所或深交所订定的上限，客户须留意当个别股票的融资监控指标到达 25%时，上交所或深交所会在下一交易日暂停该个别股票的保证金交易。当监控指标跌至低于 20%时，上交所或深交所会于下一交易日恢复保证金交易。

If the volume of margin trading activities in specific A Shares exceeds the threshold determined by SSE or SZSE, Clients should be aware that SSE or SZSE will suspend further margin trading in a stock eligible for margin trading on the following trading day after the "margin trading indicator" for the stock reaches 25%. When the "margin trading indicator" drops below 20%, SSE or SZSE will allow margin trading to resume on the following trading day.

(h) 当客户将不同市场上市的股票或将以不同币值结算的股票抵押给中国北方证券集团，並触发被迫抛售/斩仓条件时，中国北方证券集团有绝对酌情权不按任何顺序而变卖该客户的任何已抵押股票。

When the Client pledged multiple stocks, which are listed in different stock exchanges or in different settlement currencies, to CNI Securities Group Limited, and any condition of forced liquidation is triggered, CNI Securities Group Limited has absolute discretion to liquidate any pledged stocks of the Client without following any order.

(i) 若已抵押的股票因跌停板而触发被迫抛售/斩仓条件，中国北方证券集团有权酌情于该股票恢复交易时以该股票跌停板前一刻的最后价格挂出卖单变卖已抵押的股票。

If the pledged stock is suspended from trading due to reaching the Limit Down and then triggered any condition of forced liquidation, CNI Securities Group Limited has absolute discretion to place sell order at the last price before the suspension.

(j) 中国北方证券集团是根据汇率参考价所计算的结果测算是否触发被迫抛售/斩仓条件，并执行相关操作，投资者需理解该汇率可能与实际交割汇率有所差异。

According to the calculation result of the reference price of relevant exchange rate, CNI Securities Group Limited assesses that whether any condition of forced liquidation is triggered and then executes relevant procedures.

28. 供股Rights Issuances

若香港或海外投资者收到沪港通及/或深港通证券发行人任何形式的具备认购权的股份，如有关认购权的证券：

Where a Hong Kong or overseas investor receives any form of entitlement security from the issuer of a Shanghai and/or Shenzhen Connect Security, if such entitlement security:

(a) 为沪港通及/或深港通证券，则容许香港及海外投资者透过沪港通及/或深港通买卖具备认购权的证券；

is a Shanghai and/or Shenzhen Connect Security, Hong Kong and overseas investors will be allowed to buy and sell the entitlement security through Shanghai and/or Shenzhen Connect;

(b) 并非沪港通及/或深港通证券，而是在上交所及/或深交所挂牌及以人民币交易的证券，则容许香港及海外投资者透过沪港通及/或深港通出售具备认购权的证券，但不得购入该等具备认购权的证券；

is not a Shanghai and/or Shenzhen Connect Security but is a RMB-denominated security listed on SSE and/or SZSE, Hong Kong and overseas investors may be permitted to sell the entitlement security through Shanghai and/or Shenzhen Connect but will not be permitted to buy such entitlement security;

(c) 为上交所及/或深交所挂牌证券但并非以人民币交易，则香港及海外投资者将不得透过沪港通及/或深港通买卖该等具备认购权的证券。香港交易所已说明，上交所及/或深交所及联交所将透过互相咨询，同意以合适方式处理该等具备认购权的证券；或

is an SSE-listed and/or SZSE-listed security but is not traded in RMB, Hong Kong and overseas investors will not be allowed to buy or sell the entitlement security through Shanghai and/or Shenzhen Connect. HKEx has stated that SSE and/or SZSE and SEHK will consult each other to agree on the appropriate treatment of the entitlement security; or

(d) 并非在上交所及/或深交所挂牌的证券，则香港及海外投资者将不得透过沪港通及/或深港通买卖该等具备认购权的证券，除非及直至已获香港结算提供适当安排(如有)。有可能不会提供该等替代的安排。

is not listed on SSE and/or SZSE, Hong Kong and overseas investors will not be allowed to buy or sell the entitlement security on Shanghai and/or Shenzhen Connect unless and until appropriate arrangements (if any) have been provided by HKSCC. It is possible that no such alternative arrangements will be provided.

29. 碎股买卖Odd Lot Trading

仅接受沪港通及/或深港通碎股卖盘，且所有碎股必须以单一卖盘出售。一手股可配合多批碎股形成碎股卖盘。一手股及碎股在沪港通及/或深港通同一平台对盘及以相同股价出售。每次落盘以一百万股为上限。最低价格变动设定为人民币 0.01 元。

Odd lot trading in Shanghai and/or Shenzhen Connect Securities is available only for sell orders and all odd lots must be sold in one single order. A board lot order may be matched with different odd lot sell orders, resulting in odd lot trades. Board lot and odd lot orders are matched on the same platform on Shanghai and/or Shenzhen Connect and subject to the same share price. The maximum order size is 1 million shares and the tick size is uniformly set at RMB0.01.

30. 卖空Short Selling

日后可以有担保的形式卖空沪港通及/或深港通证券，先决条件是有担保卖空须符合相关沪港通及/或深港通主管当局指定的要求。在有关的沪港通及/或深港通证券的卖空数量超过联交所定下的限额的情况下，卖空活动可能会被暂停，而如联交所准许，则可能会得以恢复。禁止无担保卖空沪港通及/或深港通证券。客户须完全负责理解及遵照卖空要求(不时生效)及不合规的任何后果。

Covered short selling of Shanghai and/or Shenzhen Connect Securities may become available in due course, provided that such covered short selling satisfies the requirements specified by the relevant Shanghai and/or Shenzhen Connect Authorities. Short selling may be suspended where the volume of short selling in respect of the relevant Shanghai and/or Shenzhen Connect Security exceeds the threshold(s) specified by the SEHK, and may be resumed if the SEHK so permits. However, naked short selling of Shanghai and/or Shenzhen Connect Securities is prohibited. The Client shall be fully responsible for understanding and complying with short selling requirements in effect from time to time and for any consequences of non-compliance.

31. 证券借贷Stock Borrowing and Lending

(a) 允许为有担保卖空及满足交易前检查规定进行上交所及/或深交所指定的合资格沪港通及/或深港通证券的证券借贷。特别沪港通及/或深港通证券并不是合资格为有担保卖空而进行证券借贷的沪港通及/或深港通证券(却是合资格为满足交易前检查规定而进行证券借贷的沪港通及/或深港通证券)。上交所及/或深交所将决定合资格进行证券借贷的沪港通及/或深港通证券名单。合资格沪港通及/或深港通证券的证券借贷将受制于联交所及上交所及/或深交所订下的限制，包括但不限于下列限制：

Stock borrowing and lending are permitted for eligible Shanghai and/or Shenzhen Connect Securities as specified by SSE and/or SZSE for the purposes of (a) covered short selling and (b) satisfying the Pre-Trade Checking requirement. Special Shanghai and/or Shenzhen Connect Securities are not eligible for stock borrowing and lending for the purpose of covered short selling (but are eligible for the purpose of satisfying the Pre-Trade Checking requirement). SSE and/or SZSE will determine a list of eligible Shanghai and/or Shenzhen Connect Securities for stock borrowing and lending. Stock borrowing and lending of eligible Shanghai and/or Shenzhen Connect Securities will be subject to restrictions set by the SEHK and SSE and/or SZSE, including but not limited to the following:

(i) 为有担保卖空而进行的合资格沪港通及/或深港通证券证券借贷的持续期 不得多于一个月；

stock borrowing and lending agreements for the purpose of covered short selling shall have a duration of not more than one month;

(ii) 为满足交易前检查规定而进行合格沪港通及/或深港通证券证券借贷的持续期不得多于一日(且不得滚计);
stock borrowing and lending agreements for the purpose of satisfying the Pre-Trade Checking requirement shall have a duration of not more than one day (and roll-over is not permitted);

(iii) 只有上交所及/或深交所决定的某类别人士可进行股份借出; 及
stock lending will be restricted to certain types of persons to be determined by SSE and/or SZSE; and

(iv) 证券借贷活动必须向联交所汇报。
stock borrowing and lending activities will be required to be reported to the SEHK.

(b) 只有某些人士在沪港通及/或深港通的证券借贷安排下有资格贷出沪港通及/或深港通证券。

Only certain persons are eligible to lend Shanghai and/or Shenzhen Connect Securities in stock borrowing and lending arrangements concerning Shanghai and/or Shenzhen Connect Securities.

(c) 中国北方证券集团须要每月向联交所提交报告, 提供关于其进行沪港通及/或深港通证券的证券借贷活动的资料。这可能会包括(但不只限于)借入方、贷出方、所借贷股份数量、尚欠股份数量及借贷日期的详情。

CNI Securities Group Limited will be required to file a monthly report to the SEHK providing details of its stock borrowing and lending activities with respect to Shanghai and/or Shenzhen Connect Securities. This may include (amongst others) details of the borrower, lender, amount of shares borrowed/lent, amount of shares outstanding and date of borrowing/returning.

(d) 当任何沪港通及/或深港通证券的证券借贷订明比例超出上交所及/或深交所订定的上限时, 上交所及/或深交所可暂停该沪港通及/或深港通证券的证券借贷活动, 并要求联交所附属公司暂停下达有关该沪港通及/或深港通证券的有担保卖空盘。倘若及当证券借贷订明比例下降至订定的上限以下水平时, 上交所及/或深交所可恢复该沪港通及/或深港通证券的证券借贷活动, 并通知联交所附属公司可以恢复接受有关该沪港通及/或深港通证券的有担保卖空盘。Where the prescribed proportion of stock borrowing and lending of any Shanghai and/or Shenzhen Connect Security exceeds the limit prescribed by SSE and/or SZSE, SSE and/or SZSE may suspend stock borrowing and lending of such Shanghai and/or Shenzhen Connect Security and require the SEHK Subsidiary to suspend placement of covered short selling orders relating to such Shanghai and/or Shenzhen Connect Security. If and when the prescribed proportion of stock borrowing and lending falls below the prescribed limit, SSE and/or SZSE may resume stock borrowing and lending of such Shanghai and/or Shenzhen Connect Security and notify the SEHK Subsidiary that it may resume acceptance of covered short selling orders relating to such Shanghai and/or Shenzhen Connect Security.

(e) 建议客户查阅联交所规则和适用规则不时有关沪港通及/或深港通证券证券借贷的相关条款。中国北方证券集团及任何相关人士概无任何义务向客户更新任何证券借贷的暂停或任何相关联交所规则或适用规则的变更。

The Client is advised to refer to the relevant provisions from time to time governing stock borrowing and lending of Shanghai and/or Shenzhen Connect Securities under the SEHK Rules and the Applicable Regulations. Neither CNI Securities Group Limited nor any Related Party shall have any obligation to update the Client in respect of any suspension of stock borrowing and lending or any change to the relevant SEHK Rules or Applicable Regulations.

32. 投资沪港通及/或深港通证券的关联风险 Risks associated with investing in Shanghai and/or Shenzhen Connect Securities

(a) 中国相关风险 PRC-related risks

中国是一新兴市场。投资于中国涉及特别的考虑和风险, 包括但不只限于较大的价格波动性、较不发达的监管及法律架构, 以及经济、社会及政治不稳定性等。

Investing in the PRC, an emerging market, involves special considerations and risks, including without limitation greater price volatility, less developed regulatory and legal framework, economic, and social and political instability.

(b) 市场风险 Market risk

沪港通及/或深港通证券的市值及其收益可升可跌, 无从保证客户可从买卖沪港通及/或深港通证券中获利或免招损失, 不论损益多少。客户从沪港通及/或深港通证券获得的回报(如有)将随着与沪港通及/或深港通证券有关的资本增值和/或收益的变动而起落。再者, 沪港通及/或深港通证券可能会历经波动和下跌, 视市况而定。客户买卖沪港通及/或深港通证券会面对不同形式的风险, 包括利率风险(沪港通及/或深港通证券在市场利率上升时跌价的风险)、收益风险(沪港通及/或深港通证券在市场利率下跌时收益下跌的风险), 以及信用风险(沪港通及/或深港通证券的发行人违约的风险)。

The market value of Shanghai and/or Shenzhen Connect Securities and the income from them may go down as well as up. There can be no assurance that the Client will achieve profits or avoid losses from trading Shanghai and/or Shenzhen Connect Securities, significant or otherwise. The return the Client receives from Shanghai and/or Shenzhen Connect Securities (if any) will fluctuate in response to changes in capital appreciation and/or income relating to such Shanghai and/or Shenzhen Connect Securities. Furthermore, Shanghai and/or Shenzhen Connect Securities may experience volatility and decline depending on market conditions. Through trading Shanghai and/or Shenzhen Connect Securities, the Client is exposed to various forms of risk, including (for example) interest rate risks (risks of falling Shanghai and/or Shenzhen Connect Securities values in a rising interest rate market), income risks (risks of falling incomes from Shanghai and/or Shenzhen Connect Securities in a falling interest rate market) and credit risk (risk of a default by an issuer of Shanghai and/or Shenzhen Connect Securities).

(c) 经营失败的风险 Possible business failure risk

在当前的经济环境下, 全球市场正历经极大的波动, 增加了企业经营失败的风险。一旦沪港通及/或深港通证券发行人发生资不抵债或其他方面经营失败的情况均可能对客户的投资造成不利影响。客户投资沪港通及/或深港通证券可能会出现亏损。

In the current economic environment, global markets are experiencing very high levels of volatility and an increased risk of corporate failures. The insolvency or other corporate failure of any issuer of Shanghai and/or Shenzhen Connect Securities may have an adverse effect on the Client's investment. The Client may lose money by investing in Shanghai and/or Shenzhen Connect Securities.

(d) 股票风险 Equity risk

投资沪港通及/或深港通证券的回报率可能会高于短期和较长期债务证券。然而，投资沪港通及/或深港通证券的相关风险亦可能较高，原因在于投资沪港通及/或深港通证券的表现取决于难以预测的因素，该等因素包括市场突然或长期低迷的可能性以及与个别公司有关的风险。

Investing in Shanghai and/or Shenzhen Connect Securities may offer a higher rate of return than investing in short term and longer term debt securities. However, the risks associated with investments in Shanghai and/or Shenzhen Connect Securities may also be higher, because the investment performance of Shanghai and/or Shenzhen Connect Securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies.

(e) 股息风险 Dividend risk

沪港通及/或深港通证券的发行人会否进行分派，视乎发行人的派息政策而定。沪港通及/或深港通证券的派息率可取决于多项因素，包括普遍经济状况以及相关发行人的财务状况，无法保证沪港通及/或深港通证券一定会宣派或派付任何股息或分派。

Whether an issuer of Shanghai and/or Shenzhen Connect Securities will pay distributions is subject to such issuer's dividend policy. Dividend payment rates in respect of Shanghai and/or Shenzhen Connect Securities may depend on factors including general economic conditions and the financial positions of the relevant issuers. There can be no assurance that any dividends or distributions in respect of Shanghai and/or Shenzhen Connect Securities will be declared or paid.

(f) 流动性风险 Liquidity risks

投资者不可使用于沪港通及/或深港通以外渠道买入的沪港通及/或深港通证券。因此，沪港通及/或深港通证券与透过其他渠道买入的相同证券比较，可能市场有限及/或流通量低。另外，客户收到有关沪港通及/或深港通证券的代息股份不可在沪港通及/或深港通交易。因此，客户需承受以代息股份形式获取的沪港通及/或深港通证券没有流通量的风险。

Investors are prohibited from using the Shanghai and/or Shenzhen Connect Securities purchased through channels other than the Shanghai and/or Shenzhen Connect. Therefore, the Shanghai and/or Shenzhen Connect Securities may have limited market and/or lower liquidity when compared to the same shares purchased through other channels. In addition, any scrip entitlements received by the Client in respect of the Shanghai and/or Shenzhen Connect Securities are not eligible for trading through the Shanghai and/or Shenzhen Connect. Therefore, the Client may be subject to the risk of no liquidity for such shares received by way of scrip entitlement.

(g) 一般法律及监管风险 General legal and regulatory risk

客户必须遵守各项适用规例。再者，适用规例的任何变更均可能影响市场情绪，继而影响沪港通及/或深港通证券的表现，无法预测该等变更所造成的影响会否对沪港通及/或深港通证券产生正面或负面影响。在发生最坏的情况时，客户可能会损失重大一部分其在沪港通及/或深港通证券的投资。

The Client must comply with all Applicable Regulations. Furthermore, any change in any Applicable Regulations may have an impact on the market sentiment which may in turn affect the performance of Shanghai and/or Shenzhen Connect Securities. It is impossible to predict whether such an impact caused by any such change will be positive or negative for Shanghai and/or Shenzhen Connect Securities. In the worst case scenario, the Client may lose a material part of his investments in Shanghai and/or Shenzhen Connect Securities.

(h) 货币风险 Currency risk

人民币相比港元或其他外币的价值可能受到多种因素的影响。难以保证人民币不会贬值。一旦人民币贬值，人民币证券的市场价值以及变现价格将可能下跌。对于并非以人民币为基本货币而进行人民币证券交易的投资者来说，若他们其后将人民币收益兑换成港元或其他基本货币，也可能会蒙受一些损失。The value of RMB against Hong Kong dollars or other foreign currencies may be affected by a wide range of factors. There is no guarantee that RMB will not depreciate. A depreciation of RMB may result in a decrease in the market value of RMB securities and the realisation price of RMB securities. Non-RMB based investors who are trading in RMB securities may also sustain loss in the event that they subsequently convert any RMB proceeds back to Hong Kong dollars or other base currencies.

(i) 对于将人民币汇出或汇入中国，也存在实质限制。若人民币证券的发行人由于外汇管制或者其他限制而无法将人民币汇至香港或者以人民币进行分配，发行人可能会以其他货币进行分配(包括股息及其他付款的分配)。因此，投资者可能要承受额外的外汇风险及流动性风险。

There are also significant restrictions on the remittance of RMB into and out of the PRC. If the issuer of RMB securities is not able to remit RMB to Hong Kong or make distributions in RMB due to exchange controls or other restrictions, the issuer may make distributions (including dividends and other payments) in other currencies. Investors may therefore be exposed to additional foreign exchange risk and liquidity exposures.

(j) 沪港通及/或深港通证券的流动性及买卖价格可能会因中国境外的人民币供应有限以及兑换人民币方面的限制而蒙受不利影响。这些因素都可能会影响投资者的人民币流动性，进而对沪港通及/或深港通证券的市场需求造成负面影响。

The liquidity and trading price of Shanghai and/or Shenzhen Connect Securities may be adversely affected by the limited availability of RMB outside the PRC and restrictions on the conversion of RMB. These factors may affect the liquidity of RMB for investors and accordingly adversely affect the market demand for Shanghai and/or Shenzhen Connect Securities.

(k) 汇兑风险及其他风险

若客户在中国北方证券集团所属保证金交易账户持有其他非港元的资金，或者进行以非港元作交收的保证金交易，客户本身需承担潜在的汇兑风险。在此情况下，并且表示投资者同意由中国北方证券集团进行港元融资金额与非港元交收金额之间的自动换汇。即客户只有在使用港元资金交易港股时，才不会涉及到汇兑风险，中国北方证券集团亦无需帮客户进行自动换汇。

When a Client is holding money in foreign currency(ies) (i.e. other than Hong Kong dollar) in his/her margin trading account maintained at CNI Securities Group Limited, or the Client is proceeding margin trading in foreign currency(ies) for settlement, the investor is required to bear any potential currency risk arising from currency exchange. Under this situation, the investor is required to give consent to CNI Securities Group Limited on any automatic currency exchange(s) between the margin financing amount(s) in Hong Kong dollar and the settlement amount(s) in foreign currency(ies). Therefore, Client would not deal with currency risk arising from currency exchange in condition that he/she uses money in Hong Kong dollar only to trade Hong Kong stocks, and CNI Securities Group Limited does not required to perform automatic currency exchange for the Client.

中国北方证券集团是按照中国北方证券集团与银行间实际用于交割的汇率进行换汇（中国北方证券集团不收取差价），故上述的实际用于交割的汇率可能与交易当天的汇率有偏差，请客户务必知晓。

Client should acknowledge that CNI Securities Group Limited performs currency exchanges based on the exchange rates actually used for settlement between CNI Securities Group Limited and relevant bank(s), (CNI Securities Group Limited would not charge any spread of currency exchange), hence there may be a difference between the currency exchange rate on trading day and the aforesaid currency exchange rate actually used for settlement.

33. 深圳交易所（深交所）创业板市场风险 Risks for SZSE ChiNext Market

规管差异风险 Regulatory Risks

深交所创业板市场与深交所主板和中小板市场在上市、交易、信息披露以及其他事项的规则和指引方面都存在较大差异。例如，就上市条件而言，寻求在创业板市场上市的公司将适用更短的盈利历史、更低的净利润和营业收入，以及更低的经营产生的现金流量要求。创业板上市公司较之主板和中小板公司对于股本总额的要求也更低。关于深交所创业板、主板、中小板的上市条件详情，请参阅深交所网站。

The rules and guidance on listing, trading, disclosure and other matters of SZSE ChiNext vary much from those of the SZSE main board and SME board. For example, on the listing requirements, a shorter track record period and lower net profit, revenue and operating cash flow requirements will apply for company seeking IPO and listing on the ChiNext market. ChiNext companies may also have a lower post-IPO total share capital than main board and SME board companies. For details of the listing requirements on the ChiNext market, the SZSE main board and SME board, please visit SZSE website.

另外，创业板市场采用与主板和中小板市场较为不同的信息披露规则。例如，创业板上市公司的临时报告仅要求在证监会指定网站和公司网站上披露。如果投资者继续采用与主板市场和中小板市场相似的信息查询方法，可能无法及时了解到公司正在发生的重大变动。因此，建议投资者密切关注创业板上市公司的公告及风险警示，了解市场风险，并在交易创业板股票时遵守相关法律法规。

Besides, ChiNext market adopts disclosure rules that substantially vary from those of the main board and SME board. For example, ad hoc reports of ChiNext companies are only required to be published on a CSRC designated website and on the issuers' websites. If investors continue to check information through the usual disclosure channels for main board and SME boards, they may miss out some important information disclosed by ChiNext companies. Therefore, investors are advised to closely monitor announcements and risk alerts of ChiNext companies, be aware of market risks, and comply with relevant rules and regulations while trading in the ChiNext market.

退市风险 Delisting risks

创业板市场上市公司退市标准与深交所主板市场和中小板市场不同，可能导致创业板市场上市公司退市的情形更多。创业板市场上市公司面临更大的退市风险，且退市速度可能更快。

The delisting standards of the ChiNext market are different from those of the SZSE main board and SME board. There are more situations that will lead to the delisting of ChiNext companies. ChiNext companies have greater exposure to the risk of being delisted, and such delisting process may be speeded up.

另外，创业板市场上市公司股票可能在深交所决定终止其上市后直接退市。投资者将无法交易已退市公司的股份，在此情况下将可能损失全部本金。In addition, the shares of ChiNext companies may be delisted immediately after SZSE determines its delisting. Investors will not be able to trade in delisted shares, and may lose all the invested capital in this case.

公司经营风险 Operating risks

创业板市场上市公司一般处于发展初期，经营历史较短，规模较小，经营稳定性较低，抵抗市场风险和行业风险的能力较弱。尽管它们可能拥有更大的发展潜力并可更多地借助于科技创新，其未来表现（尤其是那些尚未有良好盈利记录的公司）存在很大的不确定性。

ChiNext companies are generally in an early stage of development and have a shorter history. They are usually smaller in scale, have less stable operations, and are less resilient against market risks and industry risks. Although they may have higher growth potential and leverage more on technical innovations, their future performance particularly those without a profit track record is susceptible to great uncertainty.

大幅股价波动 High Share Price Volatility

创业板市场上市公司股价可能随市况变化、投资者投机行为或公司业绩变动等情况而频繁发生大幅波动。流通股本较少的创业板市场上市公司可能较容易被主要股东操纵股价。不稳定的公司业绩亦令此类公司的估值较为困难。

The share prices of ChiNext companies may fluctuate largely and frequently due to changing market conditions, investor speculations, inconsistent financial results, etc. ChiNext companies with low public float may be vulnerable to manipulations by major shareholders. The unstable financial result also adds the difficulty to the company valuations.

技术风险 Technical Risks

创业板市场上市公司的新技术能否转化为现实中的产品或服务具有不确定性。当其所在的行业正经历快速的技术更新换代时，其产品可能面临被淘汰的危险而令其公司难以为继。

It is uncertain whether a ChiNext company is able to convert its technical innovations into physical products or services. When the industry is experiencing rapid technological development and replacement, its product may be obsolete and may not survive in the market.

34. 内幕交易、市场操纵及其他市场行为规则 Insider Dealing, Market Manipulation and Other Market Conduct Rules

沪港通及/或深港通的北向交易将受禁止市场操纵、内幕交易及相关罪行活动的中国法规约束。该些限制的范围不一定跟香港法律的要求一样，尤其是适用于香港市场不当行为规则下的抗辩理由未必适用于中国法规。若客户不熟悉中国市场行为的要求及限制，客户应在参与沪港通及/或深港通交易前寻求法律意见。

Northbound trading through the Shanghai and/or Shenzhen Connect will be subject to the PRC laws and regulations prohibiting activities that constitute market manipulation, insider dealing and related offences. The scope of these restrictions may not be equivalent to the requirements under Hong Kong law, especially where defences applicable under Hong Kong market misconduct rules may not be applicable under the PRC laws and regulations. If the Client is unfamiliar with the PRC market conduct requirements and restrictions, the Client should seek legal advice before engaging in trading through the Shanghai and/or Shenzhen Connect.

35. 非证券行业雇员声明 For Declaration of "Non-Securities Business Employee in PRC

证券交易所、证券公司和证券登记结算机构的从业人员、证券监督管理机构的工作人员以及法律、行政法规禁止参与股票交易的其他人员，在任期或者法定限期内，不得直接或者以化名、借他人名义持有、买卖股票，也不得收受他人赠送的股票。

The business persons of the stock exchange, securities companies and securities registrar and clearance institutions, the staff members of the securities regulatory authorities, and other persons prohibited by laws or administrative regulations from participating in share trading shall not, while in office or within the statutory periods of time, hold, purchase or sell any share directly or under assumed names or names of other persons, nor shall they receive or accept any share given by others.

以上只概述涵盖「沪港通」/或「深港通」涉及的部分风险，相关法律、法规及规则有可能会不时更改。

The above may not cover all risks related to Shanghai/Shenzhen-Hong Kong Stock Connect and any above mentioned laws, rules and regulations are subject to change.