

“中華通補充條款”

“The China Connect Supplement”

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

This China Connect Supplement (“the Supplement”) is signed on _____ by the following parties

- (1) 客戶姓名: _____ 客戶賬號: _____; 其通訊地址為 _____ (以下簡稱“客戶”); 及
Client’s Name: _____ Account Number: _____
Client’s Address _____ (“the Client”); and
- (2) 勝利證券有限公司，為證監會註冊機構，證監註冊編號：ABN091，其香港辦事處為香港上環干諾道西 3 號，億利商業大廈 1101-3 室，經營 RA1（證券買賣）、RA2（期貨買賣）、RA4（投資顧問）及 RA9（資產管理）業務（以下簡稱“本公司”或“勝利證券”）。
- Victory Securities Company Limited, a SFC registered institution, CE number: ABN091, business address: Room 1101-3, 11/F., Yardley Commercial Building, 3 Connaught Road West, Sheung Wan, Hong Kong, operating RA1 (Securities Dealing)、RA2 (Futures Contracts Dealing)、RA4 (Securities Advising) and RA9 (Asset Management) business (“the Company” or “Victory Securities”).

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

The Client hereby agrees that all terms and regulations of transaction conducted by Victory Securities and its agents in any of its accounts will be amended from time to time in accordance with this Supplement and will be notified to the Client in advance as the circumstances warrant. The parties hereto agree to abide by the following terms and regulations set forth in this Supplement :-

- 不容許即日對銷買賣交易;
No day trading is allowed;
- 如客戶擬於個別交易日出售股份，須於該交易日開市前將股份轉移至勝利證券有限公司於交易所的相應中央結算系統戶口;
Pre-trade checking is in place so that a client must have his/her shares transferred to Victory Securities Company Limited’s corresponding Central Clearing and Settlement System (CCASS) account before the commencement of trading on a trading day if he/she intends to sell the shares during a trading day;
- 所有交易必須在中華通市場系統進行，不設場外交易或非自動對盤交易;
All trading must be conducted on China Connect Market System, i.e. no over-the counter (OTC) or manual trades are allowed;
- 不得進行無備兌賣空活動;
Naked short selling is not allowed;
- 本公司有權於接獲聯交所的強制出售通知時「強制出售」客戶股份;
Foreign shareholding restriction (including the forced-sale arrangement) is in place and Victory Securities Company Limited should have the right to “force-sell” client’s shares upon receiving the forced-sale notification from Stock Exchange of Hong Kong (SEHK);
- 投資者應完全了解並遵守內地有關短線交易利潤及披露責任的法規;
Investors should understand fully the Mainland rules and regulations in relation to short-swing profits, disclosure obligations and follow such rules;

7. 本公司作為交易所參與者有權於緊急情況（如香港懸掛八號颱風訊號）下取消客戶訂單；
Victory Securities Company Limited as Exchange Participant (EP) may have the right to cancel client's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;
8. 在緊急情況（例如聯交所失去與上交所/深交所的所有聯絡渠道等）下，本公司作為交易所參與者或未能發出客戶的取消買賣盤指令；在該等情況下，如訂單已配對及執行，客戶須承擔交收責任；
Victory Securities Company Limited as EP may not be able to send out client's order cancellation requests in case of contingency such as when SEHK disconnects all its communication lines with Shanghai Stock Exchange (SSE)/ Shenzhen Stock Exchange (SZSE), etc and clients should still bear the settlement obligations if the orders are matched and executed;
9. 客戶須遵守上交所/深交所規則及中國內地有關中華通北向交易的適用法律；
Clients must comply with SSE/SZSE Rules and other applicable laws of Mainland China relating to China Connect Northbound trading;
10. 本公司作為交易所參與者將向聯交所轉發客戶身份資料，聯交所可能繼而轉發予上交所/深交所作監察及調查之用；
Victory Securities Company Limited as EP may forward the client's identity to SEHK which may on-forward to SSE/SZSE for surveillance and investigation purposes;
11. 倘有違反上交所/深交所規則、或上交所/深交所上市規則或上交所/深交所規則所述的披露及其他責任的情況，上交所/深交所所有權進行調查，並可能透過聯交所要求交易所參與者提供相關資料及材料協助調查；
If the SSE/SZSE Rules are breached, or the disclosure and other obligations referred to in the SSE/SZSE Listing Rules or SSE/SZSE Rules is breached, SSE/SZSE has the power to carry out an investigation, and may, through SEHK, require EPs to provide relevant information and materials and to assist in its investigation;
12. 聯交所或會應上交所/深交所要求，要求交易所參與者拒絕處理客戶訂單；
SEHK may upon SSE/SZSE's request, require an EP to reject orders from the client;
13. 客戶須接納中華通北向交易所涉及的風險，包括但不限於買賣上交所/深交所股票的禁限、對違反上交所/深交所上市規則、上交所/深交所規則及其適用法律及規例負責或承擔法律責任；
Client needs to accept the risks concerned in China Connect Northbound trading, including but not limited to prohibition of trading SSE/SZSE Securities, being liable or responsible for breaching the SSE/SZSE Listing Rules, SSE/SZSE Rules and other applicable laws and regulations;
14. 上交所/深交所或會要求聯交所要求其參與者向客戶發出口頭或書面警告，以及不向客戶提供中華通北向交易服務；
SSE/SZSE may request SEHK to require EP to issue warning statements (verbally or in writing) to their clients, and not to extend China Connect Northbound trading service to their clients;
15. 交易所參與者、其客戶或任何第三方若因為中華通北向交易或中華證券通系統而直接或間接蒙受任何損失或損害，香港交易所、聯交所、聯交所子公司、上交所/深交所及上交所/深交所子公司以及其各自的董事、僱員及其代理人概不負責。
HKEX, SEHK, SEHK Subsidiary, SSE/SZSE and SSE/SZSE Subsidiary and their respective directors, employees and agents shall not be responsible or held liable for the loss or damage directly or indirectly suffered by an EP, its clients or any third parties arising from or in connection with China Connect Northbound trading or the China Stock Connect System (CSC).

16. 香港現有的投資者賠償基金並不涵蓋任何北向交易。

It should be noted that the current Investor Compensation Fund will not cover any Northbound activities.

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

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

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

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

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

The Company shall not assign any of its rights and/or obligations under this Supplement and the Client Agreement to any other person except with your prior written consent.

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

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

客戶同意及確認

Client's consent and confirmation

客戶簽署 Client's Signature

(如屬公司客戶，須由授權人士簽署並加上公司蓋章)

(For corporate client, must be signed by authorized person and stamped with company seal)

由勝利證券有限公司確認及接受

Accepted for and on behalf of Victory Securities Company Limited

授權人士簽署 Authorized Signature