

“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 : -

1. 不容許即日對銷買賣交易;
No day trading is allowed;
2. 如客戶擬於個別交易日出售股份，須於該交易日開市前將股份轉移至勝利證券有限公司於交易所的相應中央結算系統戶口;
Pre-trade checking is in place so that 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;
3. 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;
4. 不得進行無備兌賣空活動;
Naked short selling is not allowed;
5. 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);
6. 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

有關滬深港通北向交易的個人資料收集聲明

處理個人資料作為滬深港通北向交易的一部份

您確認及同意勝利證券有限公司（「我們」）為您提供滬深港通北向交易服務時，我們將須：

- (i) 在您提交予中華證券通系統（「CSC」）的每個交易指令，附加我們為您或您的聯名賬戶（如適用）編配之唯一的券商客戶編碼；及
- (ii) 向香港聯合交易所有限公司（「交易所」）提供您的券商客戶編碼，以及就交易所根據交易所規則可能不時提出的要求，提供關於您的客戶識別信息。

不限於此前我們就您的賬戶或提供服務予您而處理您的個人資料所向您發出的通知或向您取得的同意，您確認並同意，作為我們提供滬深港通北向交易服務的一部份，我們可以收集、儲存、使用、披露及轉移您的個人資料，包括以下：

- (a) 不時向交易所及交易所相關附屬公司披露及轉移您的券商客戶編碼及客戶識別信息，包括在 CSC 輸入中華通證券交易指令時顯示您的券商客戶編碼，再實時轉傳至相關中華通市場營運者；
- (b) 允許交易所及各相關交易所附屬公司 (i) 收集、使用及儲存您的券商客戶編碼、客戶識別信息及任何由相關中華通結算所提供的已整合、核實及配對的券商客戶編碼及客戶識別信息（由任何一方或透過香港交易及結算所有限公司（「港交所」）儲存），以監察監控市場及執行交易所規則；(ii) 不時為以下 (c) 及 (d) 段所載之目的（直接或透過相關中華通結算所）轉移該等資料予相關中華通市場營運者；及 (iii) 披露該等資料予香港相關監管機構及執法機關，以協助其履行於香港金融市場的法定職能；
- (c) 允許相關中華通結算所 (i) 收集、使用及儲存您的券商客戶編碼及客戶識別信息，以便整合及核實券商客戶編碼及客戶識別信息，與其投資者身份識別資料庫進行配對，並將該等已整合、核實及配對的券商客戶編碼及客戶識別信息交予中華通市場營運者、交易所和交易所相關附屬公司；(ii) 使用您的券商客戶編碼及客戶識別信息以履行其證券賬戶管理的監管職能；及 (iii) 披露該等資料予具管轄權的內地監管機構及執法機關，以協助其履行於內地金融市場的監管、監察及執法職能；
- (d) 允許相關中華通市場營運者 (i) 收集、使用及儲存您的券商客戶編碼及客戶識別信息，以助其監控和監察通過使用中華通服務在相關中華通市場進行的證券交易，並執行相關中華通市場營運者的規則；及 (ii) 向內地的監管機構及執法機關披露該等資料，以協助其履行於內地金融市場的監管、監察及執法職能。

當指示我們進行任何有關中華通證券的交易時，您確認並同意我們可以使用您的個人資料於遵從交易所的要求及其對滬深港通北向交易不時生效的規則。您亦確認，即使您往後撤回同意，您的個人資料不論在您撤回同意前或後仍可能會繼續被儲存、使用、披露、轉移及處理，以達致上述目的。

未能提供個人資料或同意的後果

如您未能向我們提供個人資料或上述同意，我們將不會或不能，視情況而定，繼續執行您的交易指令或向您提供滬深港通北向交易服務。

確認和同意

本人確認已閱讀並理解勝利證券有限公司的個人資料收集聲明。通過勾選下面的方框，本人表示同意勝利證券有限公司根據此個人資料收集聲明所載的條款和目的使用本人的個人資料。

本人同意勝利證券有限公司將本人的個人資料用於此個人資料收集聲明所述的目的。

客戶簽署 :

客戶姓名 :

賬戶號碼 :

日期 :

Personal Information Collection Statement Concerning Stock Connect Northbound Trading

Processing of Personal Data as part of the Stock Connect Northbound Trading

You acknowledge and agree that in providing Victory Securities Company Limited's ("our") Stock Connect Northbound Trading Service to you, Victory Securities Company Limited ("we") will be required to:

- (i) tag each of your orders submitted to the China Stock Connect System ("CSC") with a Broker-to-Client Assigned Number ("BCAN") that is unique to you or the BCAN that is assigned to your joint account with us, as appropriate; and
- (ii) provide to The Stock Exchange of Hong Kong Limited (the "Exchange") your assigned BCAN and such identification information ("Client Identification Data" or "CID") relating to you as the Exchange may request from time to time under the Rules of the Exchange.

Without limitation to any notification we have given you or consent we have obtained from you in respect of the processing of your personal data in connection with your account and our services to you, you acknowledge and agree that we may collect, store, use, disclose and transfer personal data relating to you as required as part of our Stock Connect Northbound Trading Service, including as follows:

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

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

Consequences of failing to provide Personal Data or Consent

Failure to provide us with your personal data or consent as described above may mean that we will not, or no longer be able, as the case may be, to carry out your trading instructions or provide you with our Stock Connect Northbound Trading Service.

Acknowledgement and Consent

I acknowledge I have read and understand the content of the Personal Information Collection Statement of Victory Securities Company Limited. By ticking the box below, I signify my consent for Victory Securities Company Limited to use my personal data on the terms of and for the purposes set out in the Personal Information Collection Statement.

I agree to Victory Securities Company Limited using of my personal data for the purposes set out in the Personal Information Collection Statement.

Signed by :

Name of Account Holder :

Account Number :

Date :