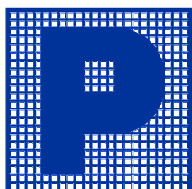


輝立証券(香港)有限公司

証券客戶協議補充:

條款	修訂內容	生效日期
附表 3 - 8	<p>授權轉按客戶證券抵押品的風險</p> <p>客戶授權本公司按照證券借貸協議使用客戶的證券或證券抵押品，將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放作為抵押品，用以履行及清償本公司交收義務及責任，將使客戶承受風險。</p> <p>如本公司收取或持有客戶的證券或證券抵押品，則只可在客戶書面同意的情況下才可作出上述安排。此外，客戶授權書必須訂明有效期，而該段有效期不得超逾 12 個月。</p> <p>客戶可酌情決定，根據附表 5 第 5.1 條或第 5.7 條規定的情況，透過向本公司發出書面通知，表示其不同意給予附表 5 第 5 條規定的客戶證券常設授權。</p> <p>此外，根據附表 5 第 5 條規定的客戶證券常設授權（如授權在期限屆滿前未被撤回）可續期一次或多次，有關重續期不可超過 12 個月（如果客戶並非專業投資者）。假如本公司在有關授權期限屆滿前最少 14 日 向客戶發出有關授權將被視為已續期的提示，而客戶對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則相關的客戶證券常設授權將會在沒有客戶的進一步同意下被視為已續期。</p> <p>現時並無任何法例規定客戶必須簽署和給予根據附表 5 第 5 條規定的客戶證券常設授權書。然而，本公司可能需要授權書，以便例如向客戶提供保證金貸款或獲准將有關客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。本公司應向客戶闡釋將為何種目的而使用客戶證券常設授權。</p> <p>倘若客戶簽署和給予根據附表 5 第 5 條規定的客戶證券常設授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出押記。雖然本公司根據該授權而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但上述本公司的違責行為可能會導致客戶損失客戶的證券或證券抵押品。</p> <p>本公司提供不涉及證券借貸的現金帳戶。假如客戶毋需使用保證金貸款，或不希望本身的證券或證券抵押品被借出或遭抵押，則切勿簽署上述的客戶證券常設授權書，並應要求開立該等現金帳戶。</p>	22/03/2019
附表 5 - 1.3	“客戶證券規則”指根據《證券及期貨條例》第 148 條不時修訂的《證券及期貨（客戶證券）規則》。	22/03/2019
附表 5 - 1.4	“客戶證券常設授權”指客戶根據不時修訂的第 5 條規定的條款授予本公司的客戶證券常設授權。	22/03/2019
附表 5 - 5.1	<p>客戶證券常設授權</p> <p>客戶訂立本保證金客戶協議，即同意就客戶的證券及證券抵押品提供根據第 5.2 條規定的客戶證券常設授權，但客戶有權隨時根據第 5.7 條撤回上述客戶證券常設授權。客戶明白並確知客戶給予上述客戶證券常設授權所涉及的各項風險。如訂立本保證金客戶協議時客戶不同意提供上述客戶證券常設授權，客戶應向本公司提交書面通知以及客戶已完成的開戶表格，開戶表格中明確表明客戶不同意給予本公司上述客戶證券常設授權。</p>	22/03/2019
附表 5 - 5.2	<p>客戶授權本公司：</p> <ul style="list-style-type: none">(i) 在符合客戶證券規則和/或其他相關適用的監管規則下，依據本公司與第三方訂立的證券借貸協議運用客戶的任何證券或證券抵押品；(ii) 在符合有關轉按限額的客戶證券規則下，將客戶的任何證券抵押品存放於獲認可財務機構，作為該機構向本公司提供財務通融之抵押品；(iii) 將客戶的任何證券抵押品存放於香港中央結算，作為抵押品，以履行及清償本公司的交收義務及責任。客戶明白香港中央結算會因應本公司的義務及責任而對客戶的證券擁有固定押記；(iv) 將客戶的任何證券抵押品存放於任何其它認可結算所或其他獲發牌或獲註冊進行證券交易的中介人，作為抵押品用以履行及清償本公司的交收義務及責任；(v) 如本公司在進行證券交易及本公司獲發牌或獲註冊進行的任何其他受規管活動的過程中向客戶提供財務通融，即可根據上述第 5.2 (i)、5.2 (ii)、5.2 (iii) 及/或 5.4 (iv) 條規定運用或存放客戶的任何證券抵押品。	22/03/2019
附表 5 - 5.3	客戶確認並同意本公司可不向客戶發出進一步通知而採取本第 5 條規定的任何行動。	22/03/2019

附表 5 – 5.4	<p>客戶同時確認：</p> <p>(i) 本公司已向客戶通知有關本公司的轉接的做法，而客戶已向本公司提供客戶的證券或證券抵押品的常設授權；</p> <p>(ii) 此賦予本公司之客戶證券常設授權並不影響本公司或其任何有關聯實體可享有有關處理該等獨立賬戶內的客戶證券及證券抵押品的其他授權或權利；及</p> <p>(iii) 客戶證券常設授權不影響本公司為解除由客戶或代客戶對本公司、本公司之有關聯實體或第三方所負的任何責任，而處置或促使本公司的有關聯實體處置客戶之證券或證券抵押品之權利。</p>	22/03/2019
附表 5 – 5.5	<p>客戶理解第三方可能擁有客戶證券的權利，在將客戶的證券退還給客戶之前，本公司必須滿足該權利。</p>	22/03/2019
附表 5 – 5.6	<p>客戶證券常設授權自本保證金客戶協議簽訂之日起 12 個月內有效，但可由客戶續期或根據第 5.8 條所述的客戶證券規則視為續期。</p>	22/03/2019
附表 5 – 5.7	<p>客戶證券常設授權可以通過向本公司在開戶表格中指定的本公司地址或本公司為此目的而書面通知客戶的其他地址，向客戶服務部門發出書面通知撤銷客戶證券常設授權。該通知自本公司實際收到該通知之日起 14 日屆滿後生效。</p>	22/03/2019
附表 5 – 5.8	<p>客戶理解，假如本公司在客戶證券常設授權期限屆滿前最少 14 日向客戶發出有關授權將被視為已續期的書面提示，而客戶在期限屆滿前對於該授權續期不表示反對，則客戶證券常設授權將會在沒有客戶的進一步書面同意下被視為已繼續續期。</p>	22/03/2019
附表 9	<p>遵守適用法律和規則</p> <p>客戶必須遵守中國內地及香港相關之法律及法規，和一切有關交易所之條例。在作出交易指示前，客戶必須接受並同意上述有關中港通之重要詳情及風險，包括但不限於為上海證券交易所之上市條例、上海證券交易所條例、深圳證券交易所之上市條例、深圳證券交易所及其他有關法律及法規負責。以下列出部份中國內地及香港相關之法律及法規，有關其他中港通交易法律及法規和詳細資料可參閱聯交所或本公司網站</p>	22/03/2019
附表 9	<p>遵守適用法律和規則</p> <p>5. 取消客戶的交易指令</p> <p>本公司將有權在突發情況時（如 8 號風球）或其他在本公司控制範圍以外影響到交易及交收的情況下，沒有預先通知的情況下取消客戶的交易指令。客戶亦同意本公司將會因客戶的指示不符合中港通法律或中港通規則，或本公司合理認為該客戶指示可能與任何中港通法律或中港通規則不符，或應香港交易所（“交易所”）、上海股票交易所、深圳股票交易所或其他中港通法定機構的指示而取消客戶的交易指示。</p>	22/03/2019
附表 9	<p>客戶知悉並同意如客戶違反或未能遵守交易所、上海股票交易所、深圳股票交易所或其他中港通法定機構所定之法律或規則，客戶須接受監管調查或承擔相關法律後果等風險。</p> <p>客戶知悉並同意在相關情況（包括但不限於在中港通監管機構要求或指示）下，本公司無需事先通知客戶，可按本公司之絕對酌情決定權暫停、終止或限制客戶通過本公司進入中港通市場。</p> <p>客戶知悉並同意若交易所、上海股票交易所、深圳股票交易所或其他中港通法定機構有合理的理由相信客戶未能遵守或者違反了任何中港通法律或中港通規則，在本公司要求下，客戶應向本公司提供合理要求的資料（若本公司要求，應包括中文譯本），使本公司能夠協助相關交易所、上海股票交易所、深圳股票交易所或其他中港通法定機構評估是否存在任何不符合或者違反了任何中港通法律或中港通規則的情況及／或不符或違反的程度。</p>	22/03/2019
附表 2 - 5	<p>披露個人資料</p> <p>當客戶去世後，如客戶的未亡配偶，子女或父母（申請人）向本公司提供由有關政府機構簽發已認證真實副本之死亡證明書，本公司可應申請人要求，披露客戶賬戶餘額和可能要求的其他有關客戶的信息。</p>	17/4/2019



Phillip Securities (Hong Kong) Limited

Supplement to the Client Services Agreement:

Clause	Amended Content	Implementation Date
Sch 3 - 8	<p>Risk of Providing an Authority to Repledge Client's Securities Collateral</p> <p>There is risk if the Customer provides the Company with authority that allows it to apply the Customer's Securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Customer's securities collateral for financial accommodation or deposit the Customer's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.</p> <p>If the Customer's Securities or securities collateral are received or held by the Company, the above arrangement is allowed only if the Customer consents in writing. Moreover, the authority must specify the period for which it is current and be limited to not more than 12 months.</p> <p>The Customer has the discretion not to give the Customer Securities Standing Authority set out under Clause 5 of Schedule 5 by giving a written notice to the Company in the circumstances provided for under either Clause 5.1 or Clause 5.7 of Schedule 5.</p> <p>Additionally, the Customer Securities Standing Authority set out under Clause 5 of Schedule 5 (if it is not revoked prior to its expiry) may be renewed for one or more further periods but not exceeding 12 months. Such Customer Securities Standing Authority shall be deemed to be renewed (i.e. without the Customer's further consent) if the Company issues the Customer a reminder at least 14 days prior to the expiry of the authority and the Customer does not object to such deemed renewal before the expiry date of the then existing authority.</p> <p>The Customer is not required by any law to sign and give the Customer Securities Standing Authority set out under Clause 5 of Schedule 5, but an authority may be required by the Company, for example, to facilitate margin lending to the Customer or to allow the Customer's Securities or securities collateral to be loaned to or deposited as Collateral with third parties. The Company should explain to the Customer the purpose for which client securities standing authority is to be used.</p> <p>If the Customer sign and give the Customer Securities Standing Authority set out under Clause 5 of Schedule 5 and the Customer's Securities or securities collateral are lent to or deposited with third parties, those third parties will have lien or charge on the Customer's Securities or securities collateral. Although the Company is responsible to the Customer for the Customer's Securities or securities collateral lent or deposited under the authority, a default by it could result in the loss of Customer's Securities or securities collateral.</p> <p>A cash account not involving securities borrowing and lending is available from the Company. If the Customer does not require margin facilities or does not wish the Customer's Securities or securities collateral to be lent or pledged, the Customer should not sign the above authorities and should only ask to open the aforesaid type of cash account.</p>	22/03/2019
Sch 5 – 1.3	“Client Securities Rules” means the Securities and Futures (Client Securities) Rules made pursuant to section 148 of the Securities and Futures Ordinance as amended from time to time.	22/03/2019
Sch 5 – 1.4	“Customer Securities Standing Authority” means the customer securities standing authority granted by the Customer to the Company in the terms set out in Clause 5 as amended from time to time.	22/03/2019
Sch 5 – 5.1	<p>Customer Securities Standing Authority</p> <p>By entering into this Margin Client Agreement, the Customer hereby agrees to provide the Customer Securities Standing Authority set out under Clause 5.2 in respect of the Customer's Securities and securities collateral, subject to the Customer's right to revoke such Customer Securities Standing Authority at any time in accordance with Clause 5.7. The Customer understands and acknowledges the risks to the Customer associated with giving the Customer Securities Standing Authority. If the Customer does not agree to provide such Customer Securities Standing Authority at the time of entering into this Margin Client Agreement, the Customer shall submit a written notice to the Company together with the Customer's completed account opening form which indicates clearly that the Customer does not agree to give such Customer Securities Standing Authority to the Company.</p>	22/03/2019
Sch 5 – 5.2	<p>The Customer hereby authorises the Company to:</p> <p>(i) apply any of the Customer's Securities or securities collateral pursuant to a</p>	22/03/2019

	<p>securities borrowing and lending agreement between the Company and a third party, subject to compliance with the Client Securities Rules and/or other applicable regulatory rules;</p> <p>(ii) subject to the Client Securities Rules regarding repledging limits, deposit any of the Customer's securities collateral with an authorised financial institution as Collateral for financial accommodation provided to the Company;</p> <p>(iii) deposit any of the Customer's securities collateral with HKSCC as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities. The Customer understands that HKSCC will have a fixed charge over the Customer's securities to the extent of the Company's obligation and liabilities;</p> <p>(iv) deposit any of the Customer's securities collateral with any other recognised clearing house, or another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities; and</p> <p>(v) apply or deposit any of the Customer's securities Collateral in accordance with Clauses 5.2(i), 5.2(ii), 5.2(iii) and/or 5.4(iv) above if the Company provides financial accommodation to the Customer in the course of dealing in securities and also provides financial accommodation to the Customer in the course of any other regulated activity for which the Company is licensed or registered.</p>	
Sch 5 – 5.3	The Customer acknowledges and agrees that the Company may do any of the things set out in this Clause 5 without giving the Customer further notice.	22/03/2019
Sch 5 – 5.4	<p>The Customer also acknowledges that:</p> <p>(i) the Customer has been informed of the repledging practice of the Company and the Customer has provided the Company with a standing authority to repledge the Customer's Securities or securities collateral;</p> <p>(ii) the Customer Securities Standing Authority is given without prejudice to other authorities or rights which the Company or any of its Associates may have in relation to dealing in the Customer's Securities and securities collateral in the segregated accounts; and</p> <p>(iii) the Customer Securities Standing Authority shall not affect the Company's right to dispose or initiate disposal by the Company's Associates of the Customer's Securities or securities collateral in settlement of any liability owed by or on behalf of the Customer to the Company, the associated entity, or a third person.</p>	22/03/2019
Sch 5 – 5.5	The Customer understands that a third party may have rights to the Customer's Securities, which the Company must satisfy before the Customer's securities can be returned to the Customer.	22/03/2019
Sch 5 – 5.6	The Customer Securities Standing Authority shall be valid for a period of 12 months from the date of this Margin Client Agreement, subject to renewal by the Customer or deemed renewal under the Client Securities Rules as referred to in Clause 5.8.	22/03/2019
Sch 5 – 5.7	The Customer Securities Standing Authority may be revoked by giving the Company written notice addressed to the Customer Service Department at the Company's address specified in the Account Opening Form or such other address which the Company may notify the Customer in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of the Company's actual receipt of such notice.	22/03/2019
Sch 5 – 5.8	The Client understands that the Customer Securities Standing Authority shall be deemed to be renewed on a continuing basis without the Customer's written consent if the Company issues the Customer a written reminder at least 14 days prior to the expiry date of the Customer Securities Standing Authority, and the Client does not object to such deemed renewal before such expiry date.	22/03/2019
Sch 9	<p>Compliance with Applicable Laws and Rules</p> <p>The Customer must observe relevant laws and regulations of Mainland China and Hong Kong as well as the rules of the exchanges. The Customer must accept and agree the aforesaid and the risks related to China Connect, including but not limited to being liable or responsible for breaching the SSE Listing Rules, SSE Rules, SZSE Listing Rules, SZSE Rules, and other applicable laws and regulations before giving instructions. Some of these rules are referred to below; detailed information on trading via China Connect can be referred to on HKEX or the Company website.</p>	22/03/2019
Sch 9	<p>Compliance with Applicable Laws and Rules</p> <p>5. Company's Right to Cancel Customer Orders</p> <p>The Company may, in its absolute discretion, refuse to execute any order made by the Customer without prior notice, if (for example and without limitation) such order is not compliant with any rules, laws, or regulations or if the Company is required by the SEHK, SSE, SZSE or any other China Connect Authority to reject orders from the Customer. The Company may further cancel the Customer's orders in case of contingencies such as the hoisting of Typhoon Signal No 8 or any other incident beyond the control of the Company which may affect order placing or settlement of the transaction.</p>	22/03/2019
Sch 9	The Customer acknowledges that he/she may be liable to regulatory investigations and any legal consequences if he/she are in breach of or fail to comply with the applicable rules, laws, or regulations of the SEHK, SSE, SZSE or any other China Connect Authority. The Customer acknowledges and accepts that the Company may, in its absolute	22/03/2019

	<p>discretion, suspend, terminate or limit the Customer's access the China Connect through the Company without advance notice to the Customer, including but not limited to where requested by the SEHK, SSE, SZSE or any other China Connect Authority.</p> <p>In the event that the SEHK, SSE, SZSE or any other China Connect Authority have reasonable cause to believe that the Customer has failed to comply with or has breached any applicable rules, laws, or regulations, the Customer shall, upon the request of the Company provide such information (including translations into Chinese if so requested) as the Company may reasonably request to enable the Company to assist the SEHK, SSE, SZSE or any other China Connect Authority to assess whether there is any non-compliance or breach of the applicable rules, laws or regulations and/or extent of any non-compliance or breach.</p>	
Sch 2 - 5	<p>Disclosure of Personal Data</p> <p>Upon the death of the Customer, the Company shall upon the request of the surviving spouse, child, or parent of the Customer (the Applicant) disclose the account balance and such other information concerning the Customer as the Applicant may require if the Applicant provides a certified true copy of the Customer's government issued death certificate to the Company.</p>	17/4/2019