

Supplemental Terms and Conditions for Securities Trading Accounts

The provisions of these Supplemental Terms are in addition to and shall form part of the other terms and conditions governing the securities dealing and related services provided or to be provided by Zhongcai Securities Limited (“ZSL”) to the client from time to time (such other terms and conditions together with these Supplemental Terms together, the “Agreement”). In the event of any inconsistency between any of the provisions hereof and such other terms and conditions, the provision hereof shall prevail. The English version of these Supplemental Terms shall prevail in case of any discrepancy between the English and Chinese texts hereof.

1. If ZSL solicits the sale of or recommends any financial product (i.e. securities as defined under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)) to the client, the financial product must be reasonably suitable for the client having regard to the client’s financial situation, investment experience and investment objectives. No other provision of the Agreement or any other document ZSL may ask the client to sign and no statement ZSL may ask the client to make derogates from this clause.
2. With regard to information provided by the client to ZSL, the client agrees and acknowledges the following:
 - (a) ZSL will keep information relating to the client and the client’s account confidential, save where ZSL is required to disclose or transfer such information to the relevant exchanges, securities regulators, counterparty, tax authorities, law enforcement agencies, government agencies, or to any persons or corporations whether in Hong Kong or any other jurisdictions outside Hong Kong pursuant to court orders, statutory provisions, rules, regulations, codes, guidelines or other commitments binding on ZSL.
 - (b) The client shall ensure all information provided to ZSL from time to time shall be true, complete and accurate and not misleading. The client undertakes to inform ZSL promptly in writing if any information provided to ZSL from time to time is changed or becomes untrue, incomplete or misleading. The client further undertakes to respond promptly to any request from ZSL for provision of information relating to the client and the client’s account.
 - (c) Where any information provided by the client to ZSL relates to any third parties, the client confirms that such third parties whose information has been provided to ZSL have been notified and consented to the disclosure or transfer of their information by ZSL in the manner described in Clause 2(a) above.
 - (d) Where the client fails to provide any information reasonably requested by ZSL or the client and/or the relevant third parties withhold or withdraw any consent that ZSL needs to disclose or transfer the information in the manner described in Clause 2(a) above, ZSL may be unable to provide any new or continue to provide all or part of the services to the client and reserve the right to terminate the relationship with the client. In addition, if the client fails to supply promptly the documentation and information relating to client’s or any relevant third party’s tax status/residency as may be reasonably requested by ZSL, ZSL may make its own judgement with respect to the client’s or the relevant third party’s tax status/residency including whether the client or the relevant third party is reportable to any tax authority whether in Hong Kong or any other jurisdictions outside Hong Kong.

3. A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of the Agreement, save that any of the existing or future affiliated companies of ZSL or any of the respective successors and assigns of any such affiliated company may rely on and enforce any such term which confers or purports to confer rights or benefits on any such person or entity.

補充證券交易帳戶的條款及條件

本補充證券交易帳戶的條款及條件的各項規定乃附加於其他適用於中財證券有限公司（「中財證券」）不時向客戶提供證券交易及相關服務的其他條款及條件，並構成該等其他條款及條件的一部份（該等其他條款及條件與本補充服務條款，統稱「本協議」）。若本協議的任何規定與該等其他條款及條件之間有任何不相符之處，概以本協議的規定為準。本協議的中、英文版本若有任何歧異，概以英文版本為準。

1. 假如中財證券向客戶招攬銷售或建議任何金融產品（即《證券及期貨條例》（香港法例第 571 章）所界定的證券），該金融產品必須是中財證券經考慮客戶的財政狀況、投資經驗及投資目標後認為合理地適合客戶的。本協議的其他條文或任何其他中財證券可能要求客戶簽署的文件及中財證券可能要求客戶作出的聲明概不會減損本條款的效力。
2. 有關客戶向中財證券所提供的資料，客戶同意並確認以下各項：
 - (a) 中財證券將對客戶及客戶帳戶的有關資料保密，除非中財證券根據法院命令、法律條文、規則、規例、守則、指引或其他對中財證券具約束力的義務，須將該等資料披露或轉移予有關的交易所、證券監管機構、交易對手、稅務機構、執法機構、政府部門或在香港或香港以外司法地區的任何人士或機構。
 - (b) 客戶需確保不時向中財證券提供的所有資料皆為真實、完整及準確的及沒有誤導性。客戶承諾假若任何不時向中財證券所提供的資料有所變更或變為不真實、不完整或具誤導性，客戶將會盡快以書面方式通知中財證券。客戶亦承諾於中財證券要求提供關於客戶及客戶帳戶資料之時，客戶將盡快作出回應。
 - (c) 若客戶向中財證券提供的任何資料與任何第三者有關，客戶確認該等第三者已獲通知及同意中財證券可根據上述第 2(a) 款的做法披露或轉移該等資料。
 - (d) 若客戶未能提供任何中財證券合理地要求的任何資料或客戶及／或有關第三者拒絕或取消任何中財證券根據上述第 2(a) 款的做法披露或轉移有關資料所需的同意，則中財證券或不能向客戶提供任何新的或繼續提供所有或部份服務，而據此中財證券保留權利終止與客戶的關係。同時，若客戶未能盡快提供中財證券合理地要求並與客戶或有關第三者稅務狀況／居民身份有關的文件及資料，則中財證券可就客戶或有關第三者稅務狀況／居民身份的問題自行作出判斷，包括客戶或有關第三者是否須被申報予無論是在香港或香港以外任何其他司法管轄區的任何稅務機關。

3. 並非本協議方的任何人士均沒有權利按照《合約（第三者權利）條例》（香港法例第 623 章）執行本協議的任何條款或享有本協議的任何條款下的利益，惟中財證券現在或將來的相關聯公司或該等相關聯公司各別的任何繼任人及承讓人則可依賴及執行本協議中任何賦予或本意是賦予該人士或實體權利或利益的條款。