

## Schedule VI

Ever-Long Securities Co. Ltd. (“ELS”)

**Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect**

### Market Appendix

This Appendix sets out terms governing the trading and related supporting services provided by ELS in connection with the securities trading and clearing links programmes for the establishment of mutual stock market access between Mainland China and Hong Kong, namely Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect (collectively referred to as the “China-HK Stock Connect”), jointly announced by the Securities and Futures Commission of Hong Kong and the China Securities Regulatory Commission (the “China-HK Stock Connect Services”).

1. Client who uses ELS’s China-HK Stock Connect Services shall be deemed to accept and agree to be bound by all the terms in this Appendix and accept all risks associated with trading/clearing through the use of such services (including but not limited to the risks set out in the attached Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect Risk Disclosure Statement and other risks concerned in northbound trading, prohibition of trading securities listed on the Shanghai Stock Exchange (“SSE”) or the Shenzhen Stock Exchange (“SZSE”) (collectively the “SSE/SZSE-Securities”), being liable or responsible for breaching the respective listing rules and other rules of SSE and SZSE and other applicable laws and regulations).
2. The client shall comply, and be solely responsible of complying, with all laws, rules and regulations as well as all requirements, restrictions and requests of regulatory or governmental bodies, tax authorities, to The Stock Exchange of Hong Kong Limited (“SEHK”), SSE, SZSE, the respective subsidiaries and affiliates of SEHK, SSE and SZSE, China Securities Depository and Clearing Corporation Limited (ChinaClear), the Securities and Futures Commission of Hong Kong, the China Securities Regulatory Commission, the State Administration of Foreign Exchange of the PRC and the State Administration of Taxation of the PRC (each a “Market Authority” and collectively the “Market Authorities”) as may be applicable from time to time (“Market Requirements”) to the China-HK Stock Connect Services and trading/clearing through the use of such services. For further information about the Market Requirements, the client may refer to the information published from time to time on the Market Authorities. However, ELS does not represent that such information is up-to-date, accurate or complete, nor undertakes to update it from time to time.
3. In particular, the client shall be fully aware of and comply with all Market Requirements in the Mainland China in relation to short-swing profits, prohibition of conducting off-exchange transactions/transfers and manual trades, shareholding restrictions and disclosure obligations including but not limited to the following in respect of A shares listed on SSE/SZSE (subject to change without any notice from ELS):
  - (i) requirement for an investor to disclose interest held or controlled by it in a Mainland China listed company within three working days of its interest reaching 5% of the issued shares of such listed company and not to buy or sell the shares of that company within such three-day period, and the requirement to disclose any change in its shareholding and to comply with the related trading restrictions; and
  - (ii) the 10% single foreign investor’s shareholding limit (10% of the total issued shares of a Mainland China listed company) and the 30% aggregate foreign investors’ shareholding limit (30% of the total issued share capital of a Mainland China listed company) applicable to Hong Kong and/or overseas investors and the related forced-sale arrangement.

In order to ensure compliance with the applicable shareholding restrictions, the client shall comply with the forced-sale arrangement that ELS may put in place in respect of securities of clients from time to time. In the event where the client breaches any shareholding restriction, ELS and its agent shall have the right to force-sell any of the client’s securities upon receiving force-sale notification from SEHK.

4. The client acknowledges that unless otherwise permitted under the Market Requirements, the SSE/SZSE-Securities purchased on a trading day cannot be sold on the same day and the client shall have sufficient SSE/SZSE-Securities in its account with ELS before commencement of trading on a trading day if the client intends to sell the SSE/SZSE-Securities during a trade day unless otherwise permitted under the applicable Market Requirements. The client is prohibited from naked short selling in SSE/SZSE-Securities.
5. Where the client conducts margin trading, stock borrowing and lending and/or short-selling activities through the use of the China-HK Stock Connect Services, the client shall be fully aware of the restrictions, requirements and conditions applicable to such activities. In particular, the client acknowledges that trading services for such activities may be suspended, restricted or ceased in circumstances stipulated by the Market Requirements (such as when volumes of trading activities exceeds the thresholds prescribed by the Market Requirements or any abnormal trading activities have or are suspected to have taken place) and that margin trading and short-selling activities may only be conducted in respect of eligible SSE/SZSE-Securities. The client may refer to the lists of eligible SSE/SZSE-Securities published on the website of Hong Kong Exchanges and Clearing Limited (“HKEx”) from time to time.
6. The client acknowledges that SEHK, SSE, SZSE and their respective subsidiaries and affiliates have power not to extend their services relating to the China-HK Stock Connect Services in circumstances stipulated by the Market Requirements (such as upon contravention of any Market Requirement or abnormal trading conduct committed by any of the client, ELS and/or its agents) and ELS may refuse to accept instructions from or cease to provide all or part of the China-HK Stock Connect Services to the client in ELS’s absolute discretion without any prior notice.
7. The client agrees that ELS and its agents may take or refrain from taking such actions whether in the client’s name or otherwise in ELS’s absolute discretion without any prior notice (including but not limited to taking any action for a forced-sale of the relevant securities, cancelling, limiting, restricting or rejecting any client’s order, order cancellation request or other instruction and suspending, restricting or ceasing to provide all or part of the China-HK Stock Connect Services) (i) so as to ensure or facilitate compliance with the Market Requirements (such as when SEHK, at SSE’s request, requires the client’s order to be rejected) and to avoid or mitigate any losses that may be incurred or suffered by ELS and its agents in so ensuring or facilitating compliance with the Market Requirements; (ii) if the client



breaches any Market Requirement or term of this Appendix; or (iii) upon the happening of any contingency or force majeure event beyond the reasonable control of ELS or its agents (such as hoisting or Typhoon Signal No. 8 in Hong Kong or when SEHK loses all its communication lines with SSE or SZSE). Upon the happening of any of the aforesaid events, the client shall still bear the settlement obligations if the client's orders are matched and executed.

8. The client agrees that for the purposes of carrying out the client's orders or exercising any of ELS's rights under this Appendix or under any of the client's accounts with ELS, ELS may, at any time in its sole and absolute discretion and without any obligation, convert any amount in any currency in any account(s) of the client or standing to the client's credit to any other currency, and any exchange rate losses and the costs of conversion shall be borne by the client.
9. The client acknowledges that any Market Authorities (including but not limited to SSE, SZSE, SEHK and their respective subsidiaries and affiliates) may have powers to carry out any checking of the client's records and any investigation in respect of any breach or suspected breach of any Market Requirements and agrees that ELS and/or its agents and SEHK may, in accordance with the request made by any Market Authority, (i) provide relevant information and materials (including but not limited to information, identities and personal data regarding the client, the client's accounts and other persons (legal or otherwise) who are ultimately responsible for originating the instruction in relation to a transaction and stand to gain the commercial or economic benefit of the transaction and/or bear its commercial or economic risk and information regarding their orders and transactions); and (ii) provide assistance and issue warnings to the client to facilitate any checking, investigation, surveillance or compliance with the Market Requirements. Without prejudice to the generality of the foregoing, (a) ELS and/or its agents may forward the client's identity to SEHK which may on-forward to SSE and/or SZSE for surveillance and investigation purposes; (b) if the rules of SSE or SZSE are breached, or the disclosure and other obligations referred to in the listing rules or other rules of SSE or SZSE are breached, SSE or SZSE has the power to carry out an investigation, and may, through SEHK, require ELS and/or its agents to provide relevant information and materials and to assist in its investigation; and (c) SSE and SZSE may, through SEHK, make requests for warning statements (verbal or written) to be issued to the client and for northbound trading services not to be extended to the client.
10. The client agrees that personal data relating to or provided by the client may be used and transferred outside of Hong Kong in accordance with ELS's Personal Information Collection Statement and the client undertakes and represents that it shall obtain all necessary consents from the individuals concerned for the said use and transfer and comply with the Personal Data (Privacy) Ordinance.
11. The client acknowledges that HKEx, SEHK, SSE, SZSE and their respective subsidiaries, affiliates, directors, employees and agents shall not be responsible or held liable for any loss, damage or liability directly or indirectly suffered or incurred by ELS, its agents, the client or any other parties arising from or in connection with northbound trading, trading or clearing system provided by any Market Authority (including but not limited to the China Stock Connect System), any Market Authority making, amending or enforcing any Market Requirements, any action taken by any Market Authority in discharge of its supervisory or regulatory obligations or functions or any other trading/clearing activities through the use of the China-HK Stock Connect Services. The client further agrees that KGI and its agents shall not be responsible or held liable for any such loss, damage or liability suffered or incurred or incurred by the client.
12. The client agrees and acknowledges that the client is permitted to trade shares that are listed on the ChiNext Board of SZSE only if meets the investor eligibility criteria stipulated under relevant Market Requirements. Subject to the Market Requirements that may be changed from time to time, an eligible ChiNext investor is an institutional professional investor (as defined as a person falling under paragraphs (a) to (i) of the definition of "professional investors" in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) or any other type of eligible investor as may be permitted by relevant Market Authorities or Market Requirements from time to time to trade ChiNext shares ("Eligible ChiNext Investor"). Before the client trades any ChiNext shares, the client shall ensure that the client is an Eligible ChiNext Investor and if the client is an intermediary placing orders to ELS on behalf of its underlying customers, the client shall ensure that each of such underlying customers who trade such ChiNext shares is also an Eligible ChiNext Investor. Any non-compliance with such eligibility requirements would constitute a breach of the relevant Market Requirements and entitle (but does not oblige) ELS and its agents to require the client and relevant underlying customers (if any to unwind positions of ChiNext shares as soon as possible without any compensation or liability). SEHK Takes any breaches of the Market Requirements seriously and will review and follow up on each incident. Follow-up actions may include issuing warning letters, conducting further enquiries, commencing investigations and reporting the matters to other Market Authorities.
13. The client agrees to fully indemnify ELS and its agents against all losses, damages, liabilities, costs, expenses, actions, investigations and proceedings (whether actual or potential) incurred or suffered by any of ELS and its agents directly or indirectly arising from any breach of any Market Requirement or any provision of this Appendix on the part of the client.
14. Either the client or ELS may terminate the client's use of the China-HK Stock Connect Services by giving at least seven days' prior notice to the other party.
15. The terms in this Appendix are in addition to and form part of the terms and conditions governing the account relationship between the client and ELS and in the event of any discrepancy in relation to the subject matter of this Appendix, the terms in this Appendix shall prevail.

*(In case of any discrepancy between the English and the Chinese versions, the English version shall prevail.)*



**長雄證券有限公司(「長雄」)**  
**滬港通及深港通**  
**市場附件**

有關香港證券及期貨事務監察委員會及中國證券監督管理委員會聯合公告的證券交易及結算連結計劃，以建立中國內地與香港市場交易及結算互聯互通機制，即滬港通及深港通(統稱「中港通」)，長雄所提供之交易及相關配套服務(「中港通服務」)的條款如下：

1. 使用長雄中港通服務的客戶將被視為接受及同意受本附件中所有條款的約束，以及接受所有透過使用該等服務進行交易/結算相關的風險(包括但不限於載於隨附件之《滬港通及深港通風險披露聲明》之風險及其他涉及中港通北向交易、買賣上海證券交易所(上交所)上市證券或深圳證券交易所(深交所)上市證券(統稱「滬港通/深港通證券」)的禁限、對違反上交所及深交所上市規則或其他規則及其他適用法律及規例負責或承擔法律責任的風險。
2. 客戶同意遵守並獨自承擔責任以遵守所有不時適用於中港通服務和透過使用該等服務所進行的任何交易/結算的一切相關法律、法規和規則，以及監管機構或政府機構、稅務機關、交易所、深交所、聯交所、其各別的子公司及聯屬人、中國國家外匯管理局及中國國家稅務總局(統稱「市場主管」)作出的要求、限制及請求(統稱「市場要求」)。如欲了解更多有關市場要求的資料，請參閱相關市場主管不時在其網站發佈的資料。但長雄並不就該等資料是否最新、準確或完整而作出任何聲明，也不承諾不時更新其內容。
3. 客戶須充分了解並遵守所有不時在內地適用的市場要求，特別是有關短線交易利潤、場外交易/轉移及非自動對盤交易的禁制、持股限制及披露責任的市場要求，包括但不限於關於在上交所/深交所證券上市的A股的規定(該規定被更改時，長雄恕不另行通知)：
  - (i) 有關持有或控制中國內地上市公司已發行股份達5%的投資者須於三個工作天內作出利益披露及於該三個工天內不得買賣該公司股份的要求；且對其持有的股份的任何變動作出披露的要求及遵守有關買賣限制；及
  - (ii) 適用於香港及/或海外投資者的單一境外投資者的10%持股限制(中國內地上市公司已發行股份的10%)及所有境外投資者的30%總持股量限制(中國內地上市公司已發行股份的30%)及相關強制出售的安排。

為確保遵守適用之持股限制，客戶同意遵從長雄不時訂立之強制出售客戶證券安排。如客戶違反任何持股限制，長雄及其代理人有權於聯交所發出強制出售通知時強制出售客戶證券。

4. 客戶承認除在市場要求容許的情況下，在交易日買入的上交所/深交所證券不能於同一天賣出，而且如客戶擬於個別交易日出售上交所/深交所證券，則須於該交易日開市前確保客戶在長雄設立的戶口內存有足夠的上交所/深交所證券，但市場要求另有容許者除外。客戶不可對上交所/深交所證券進行無備兌賣空活動。
5. 當客戶透過使用中港通服務進行孖展交易、股票借貸及/或賣空活動，客戶必須充分了解適用於該活動的限制、要求及條件。特別是，客戶承認該等活動的交易服務可能在市場要求所訂立的情況下被暫停、限制或停止(例如：交易的活動量超出市場要求所規定的限度或發生了或懷疑發生了任何不正常的交易活動)，而且客戶只可對合資格的上交所/深交所證券進行孖展交易及賣空活動。客戶可參考不時在香港交易及結算所有限公司(「香港交易所」)之網頁公佈的合資格上交所/深交所證券名單。
6. 客戶承認聯交所、上交所、深交所及其各別的子公司及聯屬人有權在市場要求所訂立的情況下拒絕提供與中港通服務有關之服務(例如：客戶、長雄及/或其代理人之中任何市場要求或作出任何不正常交易行為)，而且長雄可按其絕對酌情權拒絕接受客戶的任何指示或停止提供所有或部分之中港通服務，而無須另行任何事前通知。
7. 客戶同意(i)長雄及其代理人為確保遵從或促使遵從市場要求(例如當聯交所應上交所要求，要求拒絕處理客戶訂單)及避免或減輕長雄及其代理人可能因此而招致或蒙受的損失；(ii)在客戶違反任何市場要求或本附件之任何條款的情況下；或(iii)在發生任何超出長雄或其代理人的合理控制能力的任何緊急或不可抗力的事故時(例如香港懸掛八號颱風訊號或聯交所失去與上交所或深交所的所有聯絡渠道)，長雄及其代理人可按其絕對酌情權採取或不採取相關行動(不論是以客戶的名義與否)包括但不限於強制出售有關證券、取消、限定、限制或拒絕由客戶發出之任何訂單、取消訂單之要求或其他指示及暫停、限制或停止提供所有或部分之中港通服務，而無須另行任何事前通知。在任何該等情況下，如訂單經已配對及執行，客戶須承擔交收責任。
8. 以執行客戶的指令或行使長雄在本附件下或在客戶的任何帳戶下的權利為目的之情況下，長雄可調在任何時候接其獨有及絕對酌情權及並無責任的情況下將客戶任何帳戶內或客戶所結存的任何幣別的任何金額兌換成任何其他貨幣。匯率損失和兌換成本須由客戶承擔。
9. 客戶承認任何市場主管(包括但不限於上交所、深交所、聯交所以及其各別的子公司及聯屬人)有權檢查客戶的記錄及在市場要求被違反或懷疑被違反時進行調查，並同意長雄及其代理人及聯交所可按該等市場主管之要求，(i)提供資料及材料(包括但不限於與客戶、客戶帳戶及其他與最初負責發出交易的指示及從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險的人士(不論是否為法律實體)有關的資料、身份及個人資料，以及有關該等人士下單或交易的資料)；及(ii)提供協助及向客戶發出警告，以配合檢查、調查、監察及遵從市場要求之用。在不影響上述一般性條款的情況下，長雄及/或其代理人可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及/或深交所作監察及調查之用；(b)倘有違反上交所或深交所規則、或上交所或深交所的上市規則或其他規則所述的披露及其他責任的情況，上交所或深交所所有權進行調查，並可能透過聯交所要求長雄及/或其代理人提供相關資料及材料協助調查；及(c)上交所及深交所或會透過聯交所要求長雄及/或其代理人向客戶發出口頭或書面警告，以及不向客戶提供中港通北向交易服務。





10. 客戶同意與客戶有關的或由客戶所提供之個人資料可按照長雄的收集個人資料聲明使用及轉移至香港以外地區，而且客戶承諾及表述其已經就所述使用和轉移個人資料事宜取得了所需要的一切有關人士的同意，以及遵守《個人資料(私隱)條例》。
11. 客戶承認客戶、長雄、其代理人或任何其他方若因為中港通北向交易、任何市場主管提供之交易或結算系統(包括但不限於中華證券通系統)、在任何市場主管制定、修訂或執行任何市場要求、任何市場主管為了履行其管理或監管責任或職務而所作出之行動、透過使用中港通服務進行任何交易/結算而直接或間接蒙受或招致任何損失、損害或責任，香港交易所、聯交所、上交所、深交所及其各別的子公司、聯屬人、董事、僱員及代理人概不負責。客戶亦同意長雄及其代理人無須對任何上述該等客戶所蒙受或招致的損失、損害或責任負上責任。
12. 客戶同意及承認其必須符合有關市場要求所規定的投資者資格標準，才可以進行深圳創業板上市股份交易。除不時被更改的市場要求另有規定外，符合投資者資格的人士包括屬於《證券及期貨條例》附表1第1部第1條「專業投資者」的定義(a)至(i)段所指的機構專業投資者，或獲市場主管或市場要求不時容許進行深圳創業板上市股份交易的其他種類的合資格投資者(「合資格深圳創業板投資者」)。客戶在進行深圳創業板上市股份交易前，必須確保其是合資格深圳創業板投資者。此外，倘客戶是中介人，代表其相關客戶落盤，則客戶須確保每一位該等透過中介人進行深圳創業板上市股份交易的相關客戶亦是合資格深圳創業板投資者。如未能遵守有關投資者資格標準的規定，即屬違反有關市場要求的規定，長雄及其代理人有權(但無責任)要求客戶，以及其代表的相關客戶(如有)，盡快對深交所創業板股份進行平倉，長雄及其代理人並不因此而向客戶作出任何賠償或負責任。聯交所嚴肅對待所有違規行為，每個個案均會檢視及跟進。跟進行動或包括發出警告信、進行進一步查詢、展開調查並向其他市場主管報告。
13. 客戶同意須向長雄及其代理人全面賠償所有因客戶違反任何市場要求或本附件所載的條款而直接或間接蒙受或招致的(不論是實際的，還是潛在的)損失、損害、責任、成本、支出、行動、調查及訴訟。
14. 客戶或長雄任何一方可給予另一方最少七天事前通知終止使用中港通服務。
15. 本附件內的條款附加於約束客戶及長雄之間的賬戶關係的條款及條件，而且如兩者有歧異，以本附件內的條款為準。

(中、英文版本如有歧異，概以英文版本為準。)