

## Notice of Amendments to the “Terms and Conditions for Securities Trading” and “Risk Disclosure Statement”

With effect from 23 Sep 2024 (the “**Effective Date**”), please be informed that the Company’s “Terms and Conditions for Securities Trading” and “Risk Disclosure Statements” will be amended. We summarized the amendments to the “Terms and Conditions for Securities Trading” and “Risk Disclosure Statements” below. [For your easy reference, we have underlined the newly added words and crossed out those deleted words in the amended clauses.]

### “Terms and Conditions for Securities Trading”

1. **Append the definition of “business day”, “HKEX”, “settlement day” and “trading day” under Section 1 Clause 1.1**

“business day” has the meaning, in relation to SEHK, as defined in Chapter 1 of Rules of the Exchange of SEHK, and, in relation to any other Exchange, as defined in similar rules of such Exchange;

“HKEX” means Hong Kong Exchanges and Clearing Limited;

“settlement day” has the meaning, in relation to HKSCC, as defined in Chapter 1 of General Rules of HKSCC, and, in relation to any other Clearing House, as defined in similar rules of such Clearing House;

“trading day” has the meaning, in relation to SEHK, as defined in Chapter 1 of Rules of the Exchange of SEHK, and, in relation to any other Exchange, as defined in similar rules of such Exchange;

2. **Append the Clause 1.3 after the existing Clause 1.2**

1.3 Notwithstanding the other provisions (including Clause 1.1 of Section 2 and Clause 1.1 of Section 3 respectively) to the contrary in this Agreement and solely for purpose of the Broker’s following services and in relation to the Transactions:

(a) securities dealing;

(b) custodian;

(c) nominee;

(d) ancillary services provided through electronic means to support trading and clearing activities of Hong Kong’s securities and derivatives markets; and / or

(e) other services as may be made available by the Broker from time to time for compliance with the SWT Arrangement (define below)

(collectively called “SWT Services”), this Agreement is subject to and shall be deemed as overruled or modified by the SWT Arrangement implemented by the HKEX from time to time including those published under the Appendix II to the Consultation Conclusions regarding Severe Weather Trading of Hong Kong Securities and Derivatives Markets (collectively called the “SWT Arrangement”). Those SWT Services relevant to the severe weather trading operational arrangements (such as trading, clearing and settlement services and operations) in Hong Kong’s securities and derivatives markets mentioned in this Agreement shall not be deferred despite that (i) Typhoon Signal No. 8 or above, or Black Rainstorm Warning is issued by the Hong Kong Observatory; or (ii) extreme conditions is announced by the Hong Kong Government (collectively called “SW conditions”). Details of the SWT Arrangement are available at the website of HKEX. To the extent of conflict or inconsistency between the provisions of (a) this Agreement and (b) the SWT Arrangement, the Transactions, business, operation, services and affairs of the Broker in relation to the Broker’s SWT Services under this Agreement during any SW conditions shall be subject to and deemed as modified to the intent of compliance with the SWT Arrangement.

3. **Amend the existing Section 1 Clause 13.5**

13.5 The Client’s authorization given in Clause 13.2 shall be treated as a standing authority given by the Client pursuant to Section 8 of the Client Money Rules for withdrawal of client money from the segregated account referred to in Clause 13.3 for the purposes set out in Clause 13.2. Subject to Clause 13.7, such standing authority shall be for a period of 12 months commencing from the date hereof and shall thereafter be deemed renewed for subsequent 12 months periods if the Broker shall have given to the Client not less than 14 calendar days written notice of the impending expiry of such standing authority and the Client shall not have objected to the renewal of the standing authority upon the expiration of its current term. A written notice confirming the renewal of the standing authority shall be issued by the Broker to the Client within one week from the date of expiry of the previous term.

**4. Amend the existing Section 1 Clause 15.4**

15.4 The Client hereby authorizes the Broker to inform the Bank of this Power of Attorney for and on its behalf and delivers a copy of this Power of Attorney to the Bank for reference. The Client agrees that any notice of revocation of this Power of Attorney which the Client may give to the Broker shall be given in writing at least 7 ~~working~~ business days prior to the date on which such revocation is to take effect and the Client shall at the same time give a copy of such notice to the Bank.

**5. Amend the existing Section 1 Clause 16**

16 The Broker shall on a monthly basis provide the Client with statements in respect of the Account (“Statement(s)”) and may from time to time in compliance with the SF Ordinance or upon the request of the Client provide the Client with the Statements. Upon receipt of a Statement, the Client shall within a period of 7 calendar days (“Notice Period”) notify the Broker in writing of errors (if any) in the Statement. If the Client does not give notice to the Broker within the Notice Period, the Statement shall be deemed to have been accepted by the Client and shall be treated as conclusive evidence of the matters stated therein.

**6. Amend the existing Section 1 Clause 18.1**

18.1 Any Account may be closed by one party hereunder by giving not less than 30 calendar days’ prior notice in writing to the other party.

**7. Amend the existing Section 1 Clause 18.4**

18.4 Following the closure of an Account, the Client shall, subject to any right, power and remedy of the Broker over any Deposited Securities or monies therein, withdraw all Deposited Securities and/or monies held in that Account as soon as possible but in any event not later than 30 calendar days from the date of closure of the Account. In the event that the Client fails to withdraw all such Deposited Securities and/or monies within the aforesaid period, the Broker shall be free to send the Deposited Securities and/or monies by post to the last known address of the Client, at the Client’s costs and risks. This Clause shall also apply where the Account is an Omnibus Account; the Broker shall for the purposes of maintaining the Omnibus Account treat the Client as the sole legal owner of all Deposited Securities and/or monies held in the Omnibus Account and shall not be responsible for receiving and accepting instructions from or taking into account of the persons who are ultimately beneficially interested in the Omnibus Account.

**8. Amend the existing Section 1 Clause 20.1**

20.1 The Broker reserves the right at any time by notice in writing to the Client to amend, vary or add to the terms of this Agreement including, without limitation, those relating to the rates of any charges or fees of the Broker, the rates of interest and overdue interest charged on any sums due by the Client to the Broker and method of payment from time to time, taking effect on a date stipulated by the Broker, provided that the Broker shall give the Client not less than 30 calendar days’ notice before any change of such terms affecting fees and charges or the liabilities or obligations of the Client takes effect, unless such change is required by any applicable law or any competent authorities or is beyond the Broker’s control.

**9. Amend the existing Section 3 Clause 1.3 (b)**

1.3 (b) The Client will notify the Broker in writing within 30 calendar days of any change in circumstances that results in any self-certification or other documentation associated with the Client’s account(s) becoming incorrect, obsolete, misleading or unreliable.

**“Risk Disclosure Statements”**

**10. Amend the existing Section B Clause 1.2 (c)**

1.2 (c) Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if we issue to you a reminder at least 14 calendar days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

The amended “Terms and Conditions for Securities Trading” and “Risk Disclosure Statements” will be binding on you with effect from the Effective Date unless you terminate the relevant account(s) with us on or before the Effective Date. If you continue to use any of the services under the “Terms and Conditions for Securities Trading” and “Risk Disclosure Statements” after the Effective Date, you will be deemed to have accepted the above amendments.

Please contact any of our branches or our Customer Services Hotline at 3768-9888 if you have any enquiries.

# In case of any inconsistencies between the English and the Chinese versions, the English version shall prevail.