

Extract of the revised terms and conditions of the Customer Agreement

The following clauses are amended in the manner stated below. All changes are effective from the date of this letter:

Original clause item	Revised clause item	Amendment (Newly added content will be underlined, and deleted content will be crossed)
Section A 1.1	Section A 1.1	“Clearing House” means Hong Kong Securities Clearing Company Limited (“ HKSCC ”) in relation to HKEx and, in relation to any other Exchange, the any clearing house providing services similar to those of HKSCC to such , clearing corporation or similar entity which provides clearing, settlement and central counterparty services in respect of transactions effected on that Exchange;
Section A 1.1	Section A 1.1	“Exchange” means any association, market or exchange with fixed rules and regulations through which you instruct us to transact, without limitation, Securities, Futures Contracts or Options Contracts on your behalf and includes HKEx and , HKFE ; , and any other securities, futures or options exchange (including any U.S. securities or options exchange) outside Hong Kong that we may approve from time to time, together with, where the context requires, any trading system or facility operated by or linked to any such exchange;
N/A	Section A 45.2	A new sub-clause 45.2 is added: <u>45.2 Risk of Trading Futures and Options</u> <u>The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial Margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional Margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any re-sulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in light of your own financial position and investment objectives. If you trade options you should inform yourselves of exercise and expiration procedures and your rights and obligations upon exercise or expiry.</u>
N/A	Section A 45.3	A new sub-clause 45.3 is added: <u>45.3 Risk of trading in leveraged foreign exchange contracts</u> <u>The risk of loss in leveraged foreign exchange trading can be substantial. You may sustain losses in excess of your initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives.</u>
Section A 45.5(f)	Section A 45.7(f)	<u>A cash account not involving securities borrowing and lending is available.</u> If you do not require margin facilities or do not wish your Securities or Securities Collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.
Section A 45.9	Section A 45.11(k)	A new sub-clause 45.11(k) is added: <u>In the case of options traded on an U.S. options exchange, you have read and understand the additional risk disclosures set out in document entitled “Characteristics and Risks of Standardized Options” issued by the Options Clearing Corporation (June 2024) (as supplemented by the June 2024 Supplement to Characteristics and Risks of Standardized Options) and any updated or replacement version of that document which we provide or make available to you from time to time.</u>

Section A 45.13	Section A 45.15(a)	A new sub-clause 45.15(a) is added: <u>(a) Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.</u>
Section A 45.13	Section A 45.15(b)	A new sub-clause 45.15(b) is added: <u>(b) The placing of certain orders (e.g. “stop-loss” orders, or “stop-limit” orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.</u>

The following text represents the updated Section D to supersede the existing content of the Customer Agreement:

SECTION D

OPTIONS

This Section shall be read in conjunction with Section A for Options trading and any applicable supplemental terms governing specific options products or markets (including, without limitation, Appendix V (U.S. Options Supplemental Terms)), in each case as amended from time to time.

If there is any inconsistency between this Section D and any applicable supplemental terms (including Appendix V (U.S. Options Supplemental Terms)), the relevant supplemental terms shall prevail in relation to the particular options products or markets concerned.

1 Definitions and Interpretation

- 1.1 Terms defined in Section A, the Options Trading Rules of the Exchange, and the Clearing Rules of The SEHK Options Clearing House Limited shall have the same meaning when used here unless otherwise defined in this Section D.
- 1.2 In this Section, the following terms shall have the following meanings:
 - “Exchange Traded Options Business”** means business related to options contracts that are admitted to trading on and/or cleared through a clearing house associated with the SEHK.
 - “HKSCC”** means Hong Kong Securities Clearing Company Limited.
 - “Hong Kong Options Rules”** mean, collectively, the Options Trading Rules of the SEHK, the Clearing Rules of SEOCH and any applicable rules of HKSCC, each as amended or supplemented from time to time.
 - “Options Account”** means an Account for transacting in Exchange Traded Options Business.
 - “SEHK”** means The Stock Exchange of Hong Kong Limited.
 - “SEOCH”** means The SEHK Options Clearing House Limited.
- 1.3 In the Hong Kong-specific provisions of this Section, capitalised terms such as “Client Contract”, “Standard Contract”, “Options System”, “Exchange Traded Options Business” and any other terms which are given specific meanings in the Hong Kong Options Rules shall have the meanings given to them in the Hong Kong Options Rules unless otherwise defined in this Section.
- 1.4 References in this Section to an “Exchange” and to any applicable laws, rules and regulations of an Exchange or clearing house shall be construed in accordance with the definitions of “Exchange” and “Applicable Laws and Regulations” in Section A, and shall include, where relevant, the rules, regulations, practices and procedures of any non-SEHK and its associated clearing house applicable

to the relevant options contracts.

2 The Account

- 2.1 You request us to operate an Options Account in accordance with your Instructions.
- 2.2 In the event of conflict between Section A and this Section D, the provisions contained in this Section D shall prevail in relation to Exchange Traded Options Business, subject to any applicable supplemental terms (including Appendix V (U.S. Options Supplemental Terms)) which shall prevail for the relevant options products or markets.
- 2.3 You confirm that:
- (a) the Options Account is operated solely for your account and benefit, and not for the benefit of any other person; or
 - (b) you have disclosed to us in writing the name of the person(s) for whose benefit the Options Account is being operated; or
 - (c) (where you trade options listed on the SEHK through the Options Account and unless written approval of the SEHK has been obtained prior to your opening of the Options Account) you are not an Exchange Participant of the SEHK or employed by any other Options Exchange Participant of the SEHK, and no employee of any other Options Exchange Participant of the SEHK will have a beneficial interest in the Options Account; and
 - (d) (where, in respect of Exchange Traded Options Business relating to SEHK) you have requested us to operate the Options Account as an Omnibus Account (as defined in the Hong Kong Options Rules), and will immediately notify us, on request, of the identity of any person(s) ultimately beneficially interested in the Client Contracts (as defined in the Hong Kong Options Rules) recorded in that Options Account.
- 2.4 We will keep information relating to your Options Account confidential, but may provide any such information to any regulator, Exchange, Clearing House or other authority in any applicable jurisdiction to comply with their requirements or requests for information.
- 2.5 We will notify you of material changes in respect of our business which may affect the services we provide to you.
- 2.6 In respect of Exchange Traded Options Business relating to SEHK, and prior to the provision of services by us under this Section D, where applicable, the category of Options Exchange participation under which we are licensed and the full name and contact details of the Options Officer or Options Representative who will be primarily responsible for your affairs shall be provided.

3 Laws and Rules

- 3.1 All Exchange Traded Options Business shall be effected in accordance with all Applicable Laws and Regulations and all rules, regulations, practices, procedures and directions of the relevant Exchange, any applicable Clearing Rules and any applicable regulatory authority in the jurisdiction(s) in which the relevant options are traded or cleared (together, the "Rules"). All actions taken by us, any Exchange, any Clearing House or any applicable regulatory authority in accordance with the Rules shall be binding on you.
- 3.2 Without limiting Clause 3.1, where you trade options listed on the SEHK:
- (a) the Rules include, but are not limited to, the Hong Kong Options Rules; and
 - (b) SEOCH has authority under the Hong Kong Options Rules to make adjustments to the

terms of Contracts, and we shall notify you of any such adjustments which affect Client Contracts to which you are a party. All actions taken by us, the SEHK, SEOCH or HKSCC in accordance with the Hong Kong Options Rules shall be binding on you.

- 3.3 In respect of Exchange Traded Options Business relating to SEHK, you agree that the terms of the Standard Contract (as defined in the Hong Kong Options Rules) shall apply to each client-level options contract between you and us in respect of that series, and that all such client-level contracts shall be created, exercised (subject to any applicable supplemental terms), settled and discharged in accordance with the applicable Rules.
- 3.4 You agree to indemnify us and our Agents, including, our respective officers, directors, and employees, immediately upon demand against all claims, demands, actions, proceedings, losses, penalties, fines, taxes, damages, costs and expenses (including legal costs incurred by us) on a full indemnity basis and any liability whatsoever resulting from breach of your obligations under the Customer Agreement including this Section D, and including costs reasonably incurred in collecting debts from you, and in closing the Options Account.

4 Margin

- 4.1 You agree to provide us Margin as security for your obligations to us under this Section D. Such Margin shall be paid or delivered on demand within such time as we may determine and require from time to time and at any time before executing any Instruction in relation to Exchange Traded Options Business. The amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of your open positions and delivery obligations, and further Margin may be required to reflect changes in market value.
- 4.2 If we accept Securities by way of Margin, you will on request provide us with such authority as we may require under the applicable Rules to authorize us to deliver such Securities, directly or through another exchange participant, to any relevant Clearing House or other person as collateral in respect of Exchange Traded Options Business resulting from your Instructions to us.
- 4.3 In respect of Exchange Traded Options Business relating to SEHK, the authority referred to in Clause 4.2 includes authority for us to deliver such Securities, directly or through another Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from your instructions to us. We do not have any further authority from you to borrow or lend your Securities or otherwise part with possession (except to you or on your Instructions) of any of your Securities for any other purpose.
- 4.4 If you fail to comply with any of your obligations and / or to meet your liabilities under any of the provisions of the Customer Agreement including this Section D, including without limitation failure to provide Margin within the time specified by us, we may at our absolute discretion and without prior notice to you or your consent: (a) decline to accept further Instructions in respect of Exchange Traded Options Business; (b) Close Out some or all of your client level contracts with us; (c) enter into contracts or Transactions in Securities, Futures or Commodities, in order to settle obligations arising out of or to hedge the risks to which we are exposed in relation to your failure; and / or (d) dispose of the Margin or any part thereof, and apply the proceeds thereof to discharge your liabilities to us, and any proceeds remaining after discharge of all your liabilities to us shall be returned to you.

5 Contracts

- 5.1 You agree to pay interest on all overdue balances (including interest arising after a judgment debt has been obtained against you) at such rates and on such other terms as we have notified to you from time to time.
- 5.2 In respect of all options contracts effected pursuant to your Instructions, you will pay us, within the time period notified by us, the applicable Premium, our commission and any other charges,

and any applicable levies imposed by the relevant Exchange or Clearing House, as have been notified to you. We may deduct such Premium, commissions, charges and levies from the Options Account or alternatively, any other Account that you hold with us.

- 5.3 We may place limits on the open positions or delivery obligations that you may have at any time in relation to Exchange Traded Options Business. You acknowledge that:
- (a) we may be required to Close Out options positions or client-level contracts in order to comply with position limits imposed by a relevant Exchange, Clearing House or regulatory authority; and
 - (b) if we go into default, the default procedures of the relevant Exchange or Clearing House may result in options positions or client-level contracts being Closed Out, or replaced by positions or contracts between you and another exchange participant or broker.
- 5.4 At your request, we may agree to your options positions or client-level contracts with us being replaced, in accordance with the applicable Rules, so that you become a client of another exchange participant or broker in respect of those positions or contracts.
- 5.5 Subject to any applicable supplemental terms (including Appendix V – U.S. Options Supplemental Terms), you agree that the standard form options contract terms prescribed by the relevant Exchange or Clearing House for the relevant option series (including, in the case of Exchange Traded Options Business relating to SEHK, the Standard Contract as defined in the Hong Kong Options Rules) shall apply to each of your client-level options contract with us, and that all such client-level contracts shall be created, exercised, settled and discharged in accordance with the applicable Rules.
- 5.6 On the exercise of any options contract by or against you, you will perform your delivery or settlement obligations under the relevant contract, in accordance with the applicable standard contract and as you have been notified by us, subject always to any applicable supplemental terms (including Appendix V (U.S. Options Supplemental Terms)) which may modify or restrict your ability to exercise options or require Close Out instead of exercise.
- 5.7 You acknowledge that, although all exchange-traded options contracts are to be executed on the relevant Exchange, you and we shall contract as principals under the client-level contracts between you and us.
- 5.8 We will, upon your request, provide you with the product specifications and any prospectus or other offering documents for options contracts available for trading through us.
- 5.9 In respect only of Exchange Traded Options Business relating to SEHK, if we fail to meet our obligations to you pursuant to this Section D, you shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time. On the expiry day but only on the expiry day for options traded on the SEHK, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time. However, you may instruct us to override such an “automatically generated exercise instruction” before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.

6 Position Reporting Requirements, Exchange Traded Stock Options and Large Position Reporting

You agree to fully comply with position reporting requirements and large position reporting requirements that may be in force from time to time in any jurisdiction or on any Exchange on which you hold or control options positions. Details of the position reporting requirements and large position reporting requirements can be provided upon request or can be accessed from our website. It is your responsibility to be aware of such requirements as may apply from time to time.

7 Risk Disclosure Statements

Options can involve a high degree of risk and may not be suitable for every investor. Investors should ensure they understand those risks before participating in the options market.

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

Warning to Option Holders

Some options may only be exercised on its expiry day (European-style Exercise) and other options may be exercised at any time before expiration (American-style Exercise). You understand that upon exercise some options require delivery and receipt of the underlying security and that other options require a cash payment.

An option is a wasting asset and there is a possibility that, as an option holder, you may suffer the loss of the total premium paid for the option. Subject to any applicable supplemental terms (which may limit or restrict your ability to exercise options in certain markets), you acknowledge that, as an option holder, in order to realize a profit it will generally be necessary to either exercise the option or close the long option position in the market before expiry. Under some circumstances, it may be difficult to trade the option due to lack of liquidity in the market. You acknowledge that, unless otherwise expressly provided in any applicable supplemental terms, we have no obligation either to exercise a valuable option in the absence of your instruction or to give to you prior notice of the expiration date of the option.

Warning to Option Writers

As a writer of an option, you may be required to pay additional Margin at any time. You acknowledge that as an option writer, unlike an option holder, you may be liable for unlimited losses based on the rise or fall of the price of the underlying securities and your gains are limited to the option premium. Additionally, writers of American-style call (put) options may be required at any time before expiry to deliver (pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities. You recognize that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice.

7.1 Risk of Trading Futures and Options

- (a) The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial Margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional Margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in light of your own financial position and investment objectives. If you trade options you should inform yourselves of exercise and expiration procedures and your rights and obligations upon exercise or expiry, in each case subject to any limitations or modifications set out in any applicable supplemental terms.

7.2 Risks of Trading Futures

- (a) Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.
- (b) The placing of certain orders (e.g. “stop-loss” orders, or “stop-limit” orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

7.3 Variable Degree of Risk of Options

- (a) Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of options (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.
- (b) Subject to any applicable product or market specific supplemental terms (including Appendix V (U.S. Options Supplemental Terms)), the purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for Margin. If the purchased options expire worthless, you will suffer a total loss of your Investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.
- (c) Selling (‘writing’ or ‘granting’) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional Margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for Margin. If the option is ‘covered’ by the seller holding a corresponding position in the underlying interest or a futures or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.
- (d) Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for Margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction cost. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

8 Additional Risks Common to Futures and Options

8.1 Terms and Conditions of Contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise), in each case subject to any product or market specific supplemental terms (including Appendix V (U.S. Options Supplemental Terms) which may modify or limit your ability to exercise options. Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the relevant Exchange or Clearing House to reflect changes in the underlying interest.

8.2 Suspension or Restriction of Trading and Pricing Relationships

- (a) Market conditions (e.g. illiquidity) and / or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect Transactions or liquidate / offset positions. If you have sold options, this may increase the risk of loss.
- (b) Further, normal pricing relationships between the underlying interest and the futures, and between the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

8.3 Deposited Cash and Property

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign Transactions, particularly in the event of our insolvency or bankruptcy or that of any of our Agents. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

8.4 Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8.5 Trading Facilities

Electronic trading facilities are supported by computer-based component systems for the order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the Clearing House and / or participant firms. Such limits may vary. You should ask us for details in this respect.

8.6 Electronic Trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake Transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your Instructions or is not executed at all.

8.7 Transaction in Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules

relevant to your particular Transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your Transactions have been effected. You should ask us for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

8.8 Currency Risks

The profit or loss in Transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

8.9 Off-Exchange Transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange Transactions. We or another firm with which you deal may be acting as your counterparty to such Transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, such Transactions may involve increased risks. Off-exchange Transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

9 Standing Authority

9.1 Your Securities Standing Authority

Your Securities standing authority is in respect of the treatment of your Securities or Securities Collateral in your Account(s). Upon entering into your Securities standing authority, you authorize us to:

- (a) deposit any Securities Collateral with Hong Kong Securities Clearing Company Limited (**HKSCC**) as collateral for the discharge and satisfaction of the settlement obligations and liabilities in relation to the Options Contracts executed by us for you through Exchange; and
- (b) apply or deposit any Securities or Securities Collateral in accordance with (a) above if we provide financial accommodation to you in the course of dealing in securities and also provides financial accommodation to you in the course of any other regulated activity for which we are licensed.

9.2 Acknowledgements

You acknowledge that:

- (a) we may do any of the things set out in Clause 9.1 of this Section without giving you notice or obtaining your prior consent;
- (b) you have been informed of our repledging practice and you have provided us with a standing authority to repledge your Securities or Securities Collateral; and
- (c) your Securities standing authority shall not in any way affect any of our rights under Clause 28.5 of Section A.

9.3 Third Party Rights

You understand that a third party may have rights to Securities or Securities Collateral, which we must satisfy before such Securities or Securities Collateral can be returned to you.

9.4 Validity

Your Securities standing authority shall be valid for a period commencing from the date of the signing of the Account Application Form for the opening of an Options Account to 31 December

of the calendar year, and may be renewed or shall be deemed to be renewed upon its expiry date for a further period of twelve (12) months in such manner as may be required by Applicable Laws and Regulations. You may withdraw such authorization by giving us notice in writing of not less than five (5) Business Days conditional upon your having discharged all outstanding debts owed to us.

9.5 Renewal

We shall, at least fourteen (14) days prior to the expiry of your Securities standing authority, provide to you a notification in writing of the impending expiry of such Securities standing authority and inform you that, unless you object in writing prior to the expiry of your Securities standing authority, such Securities standing authority shall automatically be renewed on the same terms and conditions upon expiry and for (a) an equivalent period to that stated in such Securities standing authority; (b) a period not exceeding twelve (12) months specified by us, if you are not a “professional investor” (as defined under the SFO); or (c) a period of any duration specified by us, if you are a “professional investor” (as defined under the SFO). Where your Securities standing authority is renewed in accordance with this Clause, we shall give written confirmation of such renewal to you within one (1) week after the date of expiry of your Securities standing authority.

10 General

In respect of Hong Kong Exchange Traded Options Business, you confirm that you have read (if so required) the booklet prepared by the SEHK entitled “Understanding Stock Options (and their Risks)”. In respect of any other options products or markets, you agree to read and consider carefully any product or market specific risk disclosure documents which we provide or make available to you (including, where applicable, any supplemental terms such as Appendix V (U.S. Options Supplemental Terms) and any related risk disclosures referred to therein) before giving Instructions to trade those products.

The following text represents the new appendix to supplement the original content of the Customer Agreement:

APPENDIX V

U.S. OPTIONS SUPPLEMENTAL TERMS

AT ANY TIME YOU PLACE AN ORDER WITH US OR OTHERWISE ENTER INTO OR MAINTAIN A TRANSACTION WITH US IN U.S. OPTIONS, THESE U.S. OPTIONS SUPPLEMENTAL TERMS ("**US OPTIONS TERMS**") ARE DEEMED TO APPLY TO SUCH ORDER OR TRANSACTION AND TO ANY RELATED SERVICES WE PROVIDE TO YOU IN RESPECT OF U.S. OPTIONS.

1 General

- 1.1 These U.S. Options Terms form part of the Customer Agreement. They supplement Section A and Section D and apply where we agree to provide you with services in relation to U.S. Options Transactions.
- 1.2 If there is any inconsistency between these U.S. Options Terms and any other part of the Customer Agreement (including Section D), these U.S. Options Terms prevail in relation to U.S. Options Transactions.
- 1.3 Where you trade OCC Options (as defined below), you should read this Appendix V together with the OCC Document (as defined below). The OCC Document relates solely to options issued by OCC, and all references to "options" in that document are applicable only to such options.

2 Definitions and Interpretations

- 2.1 Capitalised terms not defined in this Appendix have the meanings given to them in Section A and Section D.
- 2.2 References in the Customer Agreement to "Options", "Options Contracts" or "Exchange Traded Options Business" include U.S. Options and U.S. Options Transactions, except where this Appendix provides otherwise.
- 2.3 In this Appendix:
 - 2.3.1 "Electronic Trading Service" means any electronic service, system, website, application, trading platform or interface (including any mobile or web-based application) provided or made available by us which enables you to give Instructions, access market data or other information, or effect Transactions electronically.
 - 2.3.2 "Eligible Underlying Securities" means U.S. equity securities (including, where applicable, exchange-traded funds and similar exchange-traded products) that are admitted to trading on a U.S. securities exchange and which we permit to be the underlying for U.S. Options Transactions from time to time.
 - 2.3.3 "OCC" means The Options Clearing Corporation or any successor clearing organisation performing a similar role.
 - 2.3.4 "OCC Document" means OCC's document entitled "Characteristics and Risks of Standardized Options" (as supplemented by the Supplement to Characteristics and Risks of Standardized Options) and any updated or replacement version of that document which we provide or make available to you from time to time.
 - 2.3.5 "OCC Option" means a standardised options contract issued and cleared by OCC.
 - 2.3.6 "U.S. Clearing Organisation" means OCC or any other clearing corporation or clearing organisation in the United States which provides clearing and settlement services in respect of U.S. Options.

- 2.3.7 "U.S. Option" means a standardised exchange-traded options contract over Eligible Underlying Securities that is listed for trading on a U.S. Options Exchange and cleared through a U.S. Clearing Organisation, and includes any OCC Option.
- 2.3.8 "U.S. Options Exchange" means any U.S. securities or options exchange which we approve from time to time for the purposes of U.S. Options Transactions.
- 2.3.9 "U.S. Options Service Provider" means any third-party broker, dealer, clearing firm, custodian, execution venue, trading platform provider, market data vendor or other service provider (including any of their Affiliates) which we appoint or use in connection with U.S. Options Transactions.
- 2.3.10 "U.S. Options Transaction" means any Transaction in a U.S. Option which we enter into for or with you.
- 2.3.11 "In-the-Money" in relation to a U.S. Option means that the option has a positive intrinsic value. Specifically, an option that is traded on a U.S. Options Exchange is in-the-money if it has an intrinsic value of at least US\$0.01.

3 Scope of U.S. Options Services and Permitted Positions

- 3.1 This Appendix applies where we agree to open an Account for you for U.S. Options Transactions and to accept your Instructions in respect of U.S. Options.
- 3.2 Our U.S. options service is limited to enabling you to:
 - 3.2.1 buy (go long) call options over Eligible Underlying Securities; and
 - 3.2.2 buy (go long) put options over Eligible Underlying Securities,in each case where the options are U.S. Options listed on a U.S. Options Exchange which we support from time to time.
- 3.3 In relation to U.S. Options Transactions, you are not permitted to:
 - 3.3.1 write, grant or sell (whether covered or uncovered) any U.S. Options;
 - 3.3.2 establish or maintain any net short position in U.S. Options; or
 - 3.3.3 establish or maintain any options strategy which involves a short options leg (including, spreads, straddles or strangles).

We may reject, cancel or Close Out any Instruction or position which would result in a breach of this Clause.

4 Trading Mechanics and Restrictions

- 4.1 U.S. Options Transactions will be effected on one or more U.S. Options Exchanges through one or more U.S. Options Service Providers. You authorise us to route your orders and to instruct U.S. Options Service Providers on your behalf for this purpose.
- 4.2 We may set cut-off times, trading hours and other procedural requirements for submitting Instructions in respect of U.S. Options Transaction.
- 4.3 Notwithstanding any other provision of the Customer Agreement (including Section D) or any statement in the OCC Document:
 - 4.3.1 you are not permitted to give, and we will not accept or act on, any Instruction to exercise any U.S. Option; and

4.3.2 we will not submit exercise instructions in respect of your U.S. Options positions.

Your U.S. Options positions must be Closed Out (by entering into offsetting transactions) or allowed to expire unexercised in accordance with this Appendix.

4.4 You must Close Out any open U.S. Options position no later than such date and time before the relevant expiry date as we may notify to you from time to time. If you do not Close Out a U.S. Options position by the deadline notified, we may Close Out that position (in whole or in part) on or before the expiry date, in such manner, at such time and at such price as we reasonably determine.

4.5 [We may also Close Out any U.S. Options position at any time, with or without prior notice to you, if we reasonably consider this to be necessary or desirable, including but not limited to circumstances where:

4.5.1 you have failed to pay any amount or maintain any balance required under the Customer Agreement;

4.5.2 we consider that your positions give rise to unacceptable credit, market or operational risk;

4.5.3 we are required to do so by any Applicable Laws and Regulations, or by any U.S. Options Exchange, U.S. Clearing Organisation or U.S. Options Service Provider; or

4.5.4 we consider it necessary to comply with any applicable position or exercise limits.

You will be responsible for any loss, costs, charges and expenses arising from any Close Out under this Clause and will not be entitled to any compensation if market conditions subsequently move in your favour.

5 Funding and Margin of U.S. Options Transactions

5.1 Before we accept any Instruction for a U.S. Options Transaction, you must ensure that there are sufficient cleared funds in your Account, in such currency as we may specify, to pay in full:

5.1.1 the premium for the U.S. Option; and

5.1.2 all applicable commissions, fees, charges and taxes.

5.2 Currently, we will not provide any Margin Facility for the purpose of financing premiums or other amounts payable in respect of U.S. Options Transactions. You must not treat U.S. Options as marginable or attempt to finance U.S. Options Transactions by drawing on any Margin Facility unless we expressly agree otherwise in writing.

5.3 [You are responsible for any taxes, duties, impositions or charges arising in connection with U.S. Options Transactions (including any U.S. withholding taxes), as well as any fees charged by U.S. Options Exchanges, the U.S. Clearing Organisation and U.S. Options Service Providers in connection with your U.S. Options Transactions. We may deduct or withhold any amounts that we are required to deduct or withhold under Applicable Laws and Regulations, and may take such steps as we consider reasonably necessary to comply with any reporting or other obligations imposed on us or on any U.S. Options Service Provider in connection with your U.S. Options Transactions.]

6 Use of Third-Party Brokers and Service Providers

6.1 You acknowledge and agree that we may arrange for some or all U.S. Options Transactions and related services (including execution, clearing, custody, settlement, trading platforms, market data and other operational services) to be provided through or by U.S. Options Service Providers.

- 6.2 You will not have any contractual relationship with any U.S. Options Service Provider in respect of U.S. Options Transactions unless you separately enter into such a relationship. Your rights and obligations in respect of U.S. Options Transactions are governed by the Customer Agreement, and not by any agreement between us and any U.S. Options Service Provider.
- 6.3 Some or all of your assets and positions in respect of U.S. Options Transactions may be held or recorded in omnibus accounts in the name of us or a U.S. Options Service Provider, and may be kept outside Hong Kong. Clause 45.14 of Section A (*Risks of Customer Assets Received or Held Outside Hong Kong*) applies to any assets and positions related to U.S. Options Transactions.
- 6.4 You acknowledge that some or all electronic trading, order routing, market data and related services for U.S. Options Transactions may be provided by third-party vendors and U.S. Options Service Providers, and may be branded or presented as our services. We may change or replace such third-party providers from time to time. We are authorised to share your information with U.S. Options Service Providers to the extent reasonably necessary to provide U.S. Options services to you, subject to our data protection obligations under Section A and the applicable Appendices.

7 Additional Terms for Electronic Trading Services

7.1 Application of these Additional Terms

- 7.1.1 These Additional Terms for Electronic Trading Services apply to any Account in respect of which you have requested, and we have agreed, to provide you with access to Electronic Trading Service for the purpose of placing orders, transmitting Instructions, accessing market data or other information, or effecting Transactions.
- 7.1.2 These Additional Terms supplement, and are to be read together with, (a) the Customer Agreement (including Section A and Section D); and (b) BOCI's Terms of Use for the mobile app, as amended from time to time. In the event of any inconsistency between these Additional Terms and BOCI's Terms of Use for the mobile app in relation to U.S. Options Transactions, these Additional Terms shall prevail.

7.2 Use of the Electronic Trading Services

- 7.2.1 You acknowledge that it may not be possible to change or cancel an Instruction given through the Electronic Trading Service and you agree to exercise caution before placing orders.
- 7.2.2 You acknowledge that you are solely responsible for the accuracy and completeness of all data, information and content entered into or transmitted through the Electronic Trading Service.

7.3 Licence, Intellectual Property and Permitted Use

- 7.3.1 You acknowledge that the Electronic Trading Service, the website operated by us and the software comprised in them are licensed or proprietary to us and/or our third-party licensors. You shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way or gain unauthorised access to any part of the Electronic Trading Service, the website operated by us or any of the software comprised in them.
- 7.3.2 You agree not to transfer, sublicense, lease, distribute or otherwise make the Electronic Trading Service available to any unauthorised third party.
- 7.3.3 You understand and agree that you do not hold any ownership interest in the Electronic Trading Service, in our intellectual property or in the intellectual property of any third-party service or technology that is incorporated into the Electronic Trading

Service.

7.3.4 You agree to use the Electronic Trading Service in accordance with the terms of the Customer Agreement and Applicable Laws and Regulations and agree not to use the Electronic Trading Service for any unlawful, fraudulent, deceptive or unethical purpose.

7.3.5 You agree not to create or permit any lien, encumbrance or security interest in the Electronic Trading Service or in the intellectual property of any third-party service or technology that is incorporated into the Electronic Trading Service.

7.4 Additional Risks and Disclaimers for Electronic Trading Services

7.4.1 You acknowledge that the risk disclosures and disclaimers in the Customer Agreement (including, without limitation, the risk disclosures relating to trading over the Internet and wireless communications and Clauses 37.1 to 37.3 and 37.9 to 37.11 of Section A) apply to your use of the Electronic Trading Service, and you agree that the benefits of using the Electronic Trading Service outweigh those risks.

7.4.2 Without limiting those provisions, you

- (i) waive any claim you might have against us or any of our Affiliates arising from our acceptance of any unauthorised Instructions which appear, or which we reasonably believe, to be from you; and
- (ii) acknowledge that neither we nor any Disseminating Party shall be liable for any inaccuracy, incompleteness or unreliability of any information, content or services provided by market venues, custodians, licensors, vendors or other third parties that may be accessed through your use of the Electronic Trading Service, except to the extent directly caused by our fraud, wilful default or gross negligence.

7.5 Non-liability on Market Data

7.5.1 Neither we nor our Affiliates, nor any of our or their respective directors, officers, employees, agents, data or content providers, Exchanges, Clearing Houses, licensors or vendors (together, the Disseminating Parties) warrant that any data, information or Transaction provided through the Electronic Trading Service will be timely, accurate, complete, reliable or suitable for any particular purpose.

7.5.2 No Disseminating Party shall be liable in any way to you or to any other person for any inaccuracy, error or delay in, or omission of, any such data, information or message, or for any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message, except to the extent directly caused by our fraud, wilful default or gross negligence.

7.6 Third-Party Quotation Services

7.6.1 We may provide you, at your option, with access to third-party quotation or market data services (Quotation Services) through the Electronic Trading Service. If you choose to receive any Quotation Services, you agree to:

- (i) comply with all terms and conditions applicable to such services;
- (ii) pay all applicable fees and any charges or penalties that may be imposed by the provider of the Quotation Services as a result of your misuse of such services or your breach of the applicable terms; and

- (iii) permit us to provide to the provider of the Quotation Services such information about you as may be requested by that provider as necessary to enable and monitor the provision of such services, even if you regard such information as private or confidential.

8 Additional Risk Disclosures for U.S. Options

- 8.1 The general risk disclosure statements in Clause 45 of Section A and in Section D (including the risk of trading futures and options and the “Variable Degree of Risk of Options” sub-section) apply to U.S. Options Transactions, except to the extent modified by these U.S. Options Terms.
- 8.2 You should read those risk disclosures together with these U.S. Options Terms and, where applicable, the OCC Document before giving any Instructions in relation to U.S. Options.
- 8.3 U.S. Options Transactions are effected on markets outside Hong Kong and are subject to the laws, regulations, rules and market practices of the United States and of the relevant U.S. Options Exchanges, U.S. Clearing Organisations and regulators.
- 8.4 Your assets and positions relating to U.S. Options Transactions may be held or recorded outside Hong Kong, including in omnibus accounts in the name of us or a U.S. Options Service Provider. Clause 45.14 of Section A (Risks of Customer Assets Received or Held Outside Hong Kong) applies to such assets and positions.
- 8.5 You may be subject to additional reporting, disclosure, tax or other obligations in the United States or other jurisdictions in connection with U.S. Options Transactions. You are responsible for obtaining your own legal, tax and other advice in this regard.
- 8.6 We rely on U.S. Options Service Providers for the execution, clearing, settlement and recording of U.S. Options Transactions and for related services (including trading platforms and market data). Your ability to enter into, maintain and Close Out U.S. Options positions may be affected by the acts, omissions, financial condition or operational resilience of those providers. If a U.S. Options Service Provider becomes insolvent or otherwise fails to perform its obligations, you may suffer loss, including loss of positions or of amounts due in respect of U.S. Options Transactions.

9 Changes to U.S. Options Supplemental Terms

- 9.1 We may amend these U.S. Options Terms in accordance with Clause 5 of Section A (*Modification of the Customer Agreement*). Any such amendments will be notified to you in accordance with Clause 5 of Section A and will take effect from the date specified in the notice.
- 9.2 We may, at our discretion, expand or change the scope of our U.S. options services (for example, to permit writing of options, exercise of options, additional product types or additional U.S. Options Exchanges) or restrict or cease to offer particular products or functionalities.
- 9.3 Any such expansion or change may be implemented by amending these U.S. Options Terms and/or by issuing additional supplemental terms. [If you continue to give Instructions in relation to U.S. Options Transactions after such changes take effect, you will be taken to have agreed to the revised terms.
- 9.4 Without limiting Clause 36 (*Termination of Account and/or the Services*) of Section A, we may suspend or terminate the provision of U.S. options services (in whole or in part) at any time, with or without prior notice to you, including where:
 - 9.4.1 we cease to have access to any relevant U.S. Options Exchange, U.S. Clearing Organisation or U.S. Options Service Provider;
 - 9.4.2 we consider it necessary or desirable for legal, regulatory, risk management or operational reasons; or

9.4.3 we decide, for commercial or business reasons, to cease offering U.S. Options Transactions.

「客户协议」修订节录

以下的条款已作下列修订，所有修订于本函发出日正式生效。

原有条款项目	修订条款项目	修订（新增项目以底线标示，而删除项目以划掉标示）
A 部 1.1	A 部 1.1	「 <u>结算所</u> 」就香港交易所而言，指香港中央结算有限公司（「 <u>香港结算</u> 」）；而就任何其他交易所而言，指向有关的指就在该交易所提供跟香港中央结算有限公司相类似服务进行之交易提供结算、交收及中央对手方服务的任何 <u>结算所、结算公司或类似实体</u> ；
A 部 1.1	A 部 1.1	「交易所」指实行固定规则和规章的任何协会、市场或交易所，阁下指示吾等通过它们代表阁下进行 <u>包括但不限于</u> 证券、期货合约或期权合约等的交易， <u>并包括香港交易所和、香港期货交易所，以及吾等不时批准的香港以外的任何其他证券、期货或期权交易所（包括任何美国证券或期权交易所），连同（如文意需要）由任何该等交易所营运或与其相连的任何交易系统或设施；</u>
不适应	A 部 45.2	新增条款45.2 <u>45.2 期货及期权交易风险</u> <u>买卖期货合约或期权的亏损风险极为巨大。在某些情况下，您所承受的亏损可能会超过您的初始保证金金额。设立附带条件指示（例如“止蚀”订单或“止蚀限价”指示）并不一定能避免亏损，市场状况可能会导致此类指示无法执行。您可能在在短时间内接到追缴额外保证金的通知。如果未能于指定时间内提供所需资金，您的仓位可能会被强制平仓，且您仍须对账户中由此产生的任何欠款承担责任。因此，在进行交易前，您应当仔细研究并理解期货合约与期权，并根据自身的财务状况及投资目标，仔细考量此类交易是否适合您。如果您交易期权，则应当自行了解行权及到期程序，以及在行权或到期时您所拥有的权利与承担的义务。</u>
不适应	A 部 45.3	新增条款45.3 <u>45.3 杠杆外汇合约交易风险</u> <u>杠杆外汇交易的亏损风险可能极为巨大。您所承受的亏损可能会超过您的初始保证金金额。设立附带条件指示（例如“止蚀”指示或“止蚀限价”指示）并不一定能将亏损限制在预期的范围内，市场状况可能会导致此类订单无法执行。您可能在在短时间内接到追缴额外保证金的通知。如果未能于指定时间内提供所需资金，您的仓位可能会被强制平仓，且您仍须对账户中由此产生的任何欠款承担责任。因此，您应当根据自身的财务状况及投资目标，仔细考量此类交易是否适合您。</u>
45.5(f)	45.7(f)	本公司提供不涉及证券借贷的现金账户。假如阁下无须使用保证金贷款，或不希望本身的证券或证券抵押被借出或遭抵押，则切勿签署上述的授权书，并应要求开立这种现金账户。
45.9	45.11(k)	新增条款45.11(k) <u>(k) 就在美股期权交易所交易的期权而言，您已阅读并理解由期权结算公司（Options Clearing Corporation，简称 OCC）发布的名为《标准期权的特性与风险》（Characteristics and Risks of Standardized Options，包括《标准期权的特性与风险补充文件》）的文献，以及本公司不时向您提供或向您公开的该文献的任何更新或替代版本中所列载的额外风险披露。</u>
45.13	45.15(a)	新增条款45.15(a) <u>(a) 期货交易涉及高度风险。初始保证金金额相对期货合约的价值而言属于少数，因此该等交易属于“杠杆”或“孖展”交易。市场出现相对轻微的波动，都会对阁下已存入或将需存入的资金构成比例上远为重大的影响，此可能对阁下有利，也可能对阁下不利。阁下可能会损失全部初始保证金及为维持仓位而向本商号存入的任何其他资金。假如市场走势与阁下的持仓相反，或保证金水平提高，阁下可能会在在短时间内被要求存入大量额外资金，以维持阁下的持仓。假如阁下未能在指定时间内应要</u>

		求提供所需资金，阁下的持仓可能会在亏损情况下被平仓，而阁下须对由此产生的任何欠款负责；
45.13	45.15(b)	新增条款45.15(b) (b) 某些旨在将亏损限制于特定金额的指示（例如“止损”指示或“止蚀限价”指示），可能因市场情况而无法执行，因而未必有效。运用组合持仓的策略，例如“跨期”及“马鞍式”持仓，风险可能与持有简单的“长仓”或“短仓”持仓一样高；

以下的文本为更新后的D部，用以取代现有的内容：

D 部 期权交易

本部应当结合A部有关期权交易的规定，以及适用于特定期权产品或市场的任何适用补充条款（包括但不限于附录五《美股期权补充条款》）一并阅读，在每种情况下均以其不时的修订本为准。

若本D部与任何适用补充条款（包括附录五《美股期权补充条款》）之间存在任何不一致，则就有关的期权产品或市场而言，应以相关补充条款为准。

1 定义与解释

1.1 除非文意另有所指，A部所界定的词汇、交易所期权交易规则，以及联交所期权结算所有限公司结算规则所界定的词汇，在本部应具有相同的含义。

1.2 在本部中，下述词汇具有以下涵义：

「**交易所买卖期权业务**」指与获准在联交所买卖及/或透过与联交所有关联的结算所结算的期权合约有关的业务；及

「**香港结算**」指香港中央结算有限公司；

「**香港期权规则**」统称联交所期权交易规则、联交所期权结算所的结算规则，以及香港结算的任何适用规则，各项均以其不时的修订本或补充本为准；

「**期权账户**」是指用于在交易所从事期权交易业务的账户；

「**联交所**」指香港联合交易所有限公司；及

「**联交所期权结算所**」指联交所期权结算所有限公司。

1.3 在本部的香港特定条文中，「客户合约」、「标准合约」、「期权系统」、「交易所买卖期权业务」等在香港期权规则中被赋予特定涵义的大写用语，以及任何其他在香港期权规则中被赋予特定涵义的用语，除非本部另有定义，否则应具有香港期权规则所赋予的涵义。

1.4 本部所指的「交易所」，以及任何交易所或结算所的适用法律、规则及规例，应按照A部中「交易所」及「适用法律及法规」的定义解释，并在相关情况下，包括任何非联交所之交易所及其相关结算所就有关期权合约所适用的规则、规例、惯例及程序。

2 账户

2.1 阁下要求吾等按阁下的指示操作期权账户。

2.2 若A部与D部存在冲突，则就交易所买卖期权业务而言，应以本D部所载的条款为准，惟须受限于任何适用的补充条款（包括附录五《美股期权补充条款》），而就有关的期权产品或市场而言，该等补充条款应优先适用。

2.3 阁下确认以下内容：

(a) 期权账户仅为阁下的账户及利益而运作，并非为任何其他人士的利益而运作；或

(b) 阁下已以书面方式向吾等披露此期权账户是为其利益而运作的人士的姓名；或

(c) （倘阁下透过期权账户买卖于联交所上市的期权，且除非在阁下开立期权账户前已取得联交所的书面批准）阁下并非联交所的交易所参与者，亦非受雇于联交所任何其他期权交易所参与者，且联交所任何其他期权交易所参与者的雇员概不会在该期权账户中拥有实益权益；及

(d) （就与联交所有关的交易所买卖期权业务而言）阁下已要求吾等将该期权账户作为综合账户（定义见香港期权规则）运作，并将应要求立即通知吾等任何于该期权账户所记录的客户合约（定义见香港期权规则）中拥有最终实益权益的人士的身份。

2.4 吾等将对阁下期权账户的相关资料保密，惟可向任何适用司法管辖区的任何监管机构、交易所、结算所或其他机关提供任何该等资料，以遵守其规定或应其要求提供资料。

2.5 吾等将就吾等业务方面可能影响吾等向阁下提供的服务的重大变更通知阁下。

- 2.6 就与联交所有关的交易所买卖期权业务而言，在吾等根据本D部提供服务前，如适用，吾等应向阁下提供吾等获注册的期权交易所参与者类别，以及主要负责阁下事务的期权主要负责人或期权代表的全名及联系方式。

3 法例及规则

- 3.1 所有交易所买卖期权业务均须按照所有适用法律及法规，以及有关交易所的所有规则、规例、惯例、程序及指示、任何适用的结算规则，以及进行有关期权买卖或结算的司法管辖区的任何适用监管机构的规定（统称「规则」）进行。吾等、任何交易所、任何结算所或任何适用监管机构根据规则所采取的一切行动，对阁下均具有约束力。

- 3.2 在不局限第3.1条的原则下，倘阁下买卖于联交所上市的期权：

- (a) 规则包括但不限于香港期权规则；及
- (b) 联交所期权结算所有权根据香港期权规则对合约条款作出调整，而吾等将就任何影响阁下所参与的客户合约的该等调整通知阁下。吾等、联交所、联交所期权结算所或香港结算根据香港期权规则所采取的一切行动，对阁下均具有约束力。

- 3.3 就与联交所有关的交易所买卖期权业务而言，阁下同意标准合约（定义见香港期权规则）的条款适用于阁下与吾等之间就有关系列订立的每份客户层面期权合约，而所有该等客户层面合约均须按照适用规则订立、行使（惟须受限於任何适用的补充条款）、结算及解除。

- 3.4 阁下同意在吾等提出要求时，立即就吾等因阁下违反客户协议（包括本D部）项下的义务而蒙受或招致的所有索赔、要求、诉讼、法律程序、损失、罚款、税项、损害、成本、费用及支出（包括吾等招致的法律费用）按全数弥偿基准，以及任何其他责任，向吾等及吾等的代理人（包括吾等各自的高级人员、董事及雇员）作出弥偿，并包括因向阁下追收欠款及关闭期权账户而合理招致的费用。

4 保证金

- 4.1 阁下同意向吾等提供保证金，作为阁下在本D部项下对吾等所负义务的抵押。该保证金须在吾等不时决定及要求的时间内，并须于执行任何有关交易所买卖期权业务的指示前的任何时间，应要求支付或交付。所需保证金的金额不得少于（但可超过）规则就阁下的未平仓持仓及交付义务所要求的金额，而吾等亦可要求提供额外保证金，以反映市场价值的变动。

- 4.2 若吾等接受证券作为保证金，阁下将应要求向吾等提供吾等按适用规则所要求的授权，以授权吾等直接或透过另一名交易所参与者，将该等证券交付予任何有关结算所或其他人士，作为因阁下向吾等发出之指示而产生的交易所买卖期权业务的抵押品。

- 4.3 就与联交所有关的交易所买卖期权业务而言，第4.2条所指的授权包括授权吾等直接或透过另一名期权交易所参与者，将该等证券交付予联交所期权结算所，作为因阁下向吾等发出之指示而产生的交易所买卖期权业务的联交所期权结算所抵押品。吾等并无获阁下任何其他授权，就任何其他目的借入或借出阁下的证券，或以其他方式不再管有阁下的任何证券（惟交付予阁下或按阁下的指示行事者除外）。

- 4.4 若阁下未能遵守客户协议（包括本D部）任何条文项下的任何义务及/或未能履行阁下的任何责任，包括但不限于未能在吾等指定的时间内提供保证金，吾等可在无须事先通知阁下或取得阁下同意的情况下，按吾等的绝对酌情权：(a) 拒绝就交易所买卖期权业务接受进一步指示；(b) 将阁下与吾等之间的部分或全部客户层面合约平仓；(c) 就证券、期货或商品订立合约或进行交易，以清偿因阁下的失责而产生的义务，或对冲吾等因此而承受的风险；及/或(d) 处置保证金或其任何部分，并运用所得款项清偿阁下对吾等的责任，而在清偿阁下对吾等的全部责任后剩余的任何款项，应退还予阁下。

5 合约

- 5.1 阁下同意对所有逾期未付的金额缴纳利息（包括对阁下不利的判定债项），利息率及其他条款为吾等不时通知阁下的利息率和其他条款。

- 5.2 就根据阁下的指示所进行的所有期权合约，阁下须在吾等通知的期限内，向吾等支付适用的期权金、

吾等的佣金及任何其他收费，以及有关交易所或结算所所征收并已通知阁下的任何适用征费。吾等可从期权账户，或阁下在吾等处开立的任何其他账户中扣除该等期权金、佣金、收费及征费。

- 5.3 吾等可就阁下于任何时间在交易所买卖期权业务方面可能持有的未平仓持仓或交付义务设定限额。阁下确认：
- (a) 吾等可能须将期权持仓或客户层面合约平仓，以遵守有关交易所、结算所或监管机构所施加的持仓限额；及
 - (b) 若吾等失责，有关交易所或结算所的失责处理程序可能导致期权持仓或客户层面合约被平仓，或由阁下与另一名交易所参与者或经纪之间的持仓或合约所取代。
- 5.4 应阁下的要求，吾等可同意按照适用规则，将阁下与吾等之间的期权持仓或客户层面合约作出取代，使阁下就该等持仓或合约成为另一名交易所参与者或经纪的客户。
- 5.5 在不抵触任何适用补充条款（包括附录五《美股期权补充条款》）的原则下，阁下同意有关交易所或结算所就有关期权系列所订明的标准格式期权合约条款（包括，就与联交所所有有关的交易所买卖期权业务而言，香港期权规则所界定的标准合约）适用于阁下与吾等之间的每份客户层面期权合约，而所有该等客户层面合约均须按照适用规则订立、行使、结算及解除。
- 5.6 在阁下或对阁下行使任何期权合约时，阁下须按照适用的标准合约，以及吾等已向阁下发出的通知，履行阁下在有关合约项下的交付或结算义务，惟须始终受限于任何适用补充条款（包括附录五《美股期权补充条款》），而该等补充条款可能修改或限制阁下行使期权的能力，或要求以平仓代替行使。
- 5.7 阁下确认，尽管所有交易所买卖期权合约均须在有关交易所执行，阁下及吾等在阁下与吾等之间的客户层面合约中须以主事人身份订立合约。
- 5.8 吾等将应阁下的要求，向阁下提供可透过吾等买卖的期权合约的产品规格，以及任何招股章程或其他发售文件。
- 5.9 仅就与联交所所有有关的交易所买卖期权业务而言，若吾等未能依据本D部履行对阁下的责任，阁下有权向根据证券及期货条例设立的投资者赔偿基金索偿，惟须受该投资者赔偿基金不时条款所限制。
- 5.10 在有关到期日（但亦只限于有关到期日当日），期权系统将就价内值百分比相等或高于联交所期权结算所不时厘定的标准的所有价内期权长仓未平仓合约，自动产生行使指示，但阁下可指示吾等按照联交所期权结算所的《结算运作程序》在有关到期日系统终止前，取消上述的“自动产生行使指示”。

6 持仓报告要求、交易所交易股票期权和大额持仓报告

阁下同意就阁下持有或控制期权持仓的任何司法管辖区或任何交易所，全面遵守不时有效的持仓报告要求及大额持仓报告要求。阁下可以向吾等索取或在吾等网站上查看持仓报告要求及大额持仓报告要求的详细资料。阁下有责任了解不时适用的该等要求。

7 风险披露声明

期权可能涉及高度风险，未必适合每位投资者。投资者应在参与期权市场前，确保理解该等风险。

本简要声明并未披露买卖期货及期权的所有风险及其他重大事宜。鉴于该等风险，阁下只应在理解阁下将订立的合约（及有关的合约关系）的性质，以及阁下所承受的风险程度后，方进行该等交易。期货及期权买卖并不适合许多公众人士。阁下应根据阁下的经验、目标、财政资源及其他相关情况，仔细考虑买卖是否适合阁下。

对期权持有人的提示

某些期权可能只可以在其届满日方可行使（欧式行使），而其他期权可于届满日前随时行使（美式行使）。阁下明白，在行使某些期权时须交付及收取正股，而其他期权则须支付现金。

期权是递耗性资产，期权持有人可能会损失购买期权所支付的所有本金。在不抵触任何适用补充条款（该等条款可能限制或约束阁下在若干市场行使期权的能力）的原则下，阁下确认，作为期权持有人，要实现利润一般须行使期权或在届满前于市场将期权平仓。在某些情况下，由于市场缺乏流通性而难以进行期权交易。除任何适用补充条款另有明文规定外，阁下亦确认吾等并无责任在未获阁下指示前行使有价值的期权，亦无责任向阁下发出期权届满日的事先通知。

对期权卖主的提示

作为期权卖主，阁下可能需要随时支付额外保证金。阁下确认，作为期权卖主有别于期权持有人，正股价格的起或跌可令阁下蒙受无限损失，而阁下的收益将以期权金为限。此外，美式认购（认沽）期权卖主可能需要在届满日前随时交收（交付）期权协议价格乘以正股数目的总值的正股。阁下承认此责任可能会与沽出期权时所收到的期权金完全不相称，并获短时间通知。

7.1 期货及期权交易的风险

- (a) 买卖期货合约或期权的亏蚀风险可以极大。在若干情况下，阁下所蒙受的亏蚀可能会超过最初存入的保证金数额。即使阁下设定了备用指示，例如“止蚀”或“限价”等指示，亦未必能够避免损失。市场情况可能使该等指示无法执行。阁下可能会在短时间内被要求存入额外的保证金。假若未能在指定的时间内提供所需款项，阁下的未平仓合约可能会被平仓。然而，阁下仍然要对阁下账户内任何因此而出现的欠款负责。因此，阁下在买卖前应研究及理解期货合约及期权，以及根据本身的财政状况及投资目标，仔细考虑这种买卖是否适合阁下。如果阁下买卖期权，便应熟悉行使期权及期权到期时的程序，以及阁下在行使期权及期权到期时的权利与责任，惟在每种情况下均须受限于任何适用补充条款所载的限制或修改。

7.2 买卖期货的风险

- (a) 期货交易涉及高度风险。初始保证金金额相对期货合约的价值而言属于少数，因此该等交易属于“杠杆”或“孖展”交易。市场出现相对轻微的波动，都会对阁下已存入或将需存入的资金构成比例上远为重大的影响：此可能对阁下有利，亦可能对阁下不利。阁下可能会损失全部初始保证金，以及为维持阁下的持仓而向本商号存入的任何其他资金。假如市场走势与阁下的持仓相反，或保证金水平提高，阁下可能会在短时间内被要求存入大量额外资金，以维持阁下的持仓。假如阁下未能在指定时间内应要求提供所需资金，阁下的持仓可能会在亏损情况下被平仓，而阁下须对由此产生的任何欠款负责。
- (b) 某些旨在将亏损限制于特定金额的指示（例如“止蚀”指示或“止蚀限价”指示），可能因市场情况而无法执行，因而未必有效。运用组合持仓的策略，例如“跨期”及“马鞍式”持仓，风险可能与持有简单的“长仓”或“短仓”持仓一样高。

7.3 期权不同程度的风险

- (a) 期权交易的风险非常高。投资者不论是购入或出售期权，均应先了解其打算买卖的期权类别（即认沽期权或认购期权）以及相关的风险。阁下应计入期权金及所有交易成本，然后计算出期权价值必须增加多少才能获利。
- (b) 在不抵触任何适用的产品或市场特定补充条款（包括附录五《美股期权补充条款》）的原则下，购入期权的投资者可选择抵销或行使期权或任由期权到期。若期权持有人选择行使期权，便必须进行现金交收或购入或交付相关的资产。若购入的是期货产品的期权，期权持有人将获得期货仓盘，并附带相关的保证金责任。若所购入的期权在到期时已无任何价值，阁下将损失所有投资金额，当中包括所有的期权金及交易费用。假若阁下拟购入极价外期权，应注意阁下可以从这类期权获利的机会极微。
- (c) 出售（“沽出”或“卖出”）期权承受的风险一般较买入期权高得多。卖方虽然能获得定额期权金，但亦可能会承受远高于该笔期权金的损失。若市况逆转，期权卖方便须投入额外保证金来补仓。此外，期权卖方还需承担买方可能会行使期权的风险，即期权卖方在期权买方行使时有责任以现金进行交收或买入或交付相关资产。若卖出的是期货产品的期权，则期权卖方将获得期货仓盘及附带的保证金责任。若期权卖方持有相应数量的相关资产或期货或其他期权作“备兑”，则所承受的风险或会减少。假如有关期权并无任何“备兑”安排，亏损风险可以是无限大。

- (d) 某些国家的交易所允许期权买方延迟支付期权金，令买方支付保证金费用的责任不超过期权金。尽管如此，买方最终仍须承受损失期权金及交易费用的风险。在期权被行使又或到期时，买方有需要支付当时尚未缴付的期权金。

8 期货及期权的其他常见风险

8.1 合约的条款及细则

阁下应向吾等查询阁下所买卖的有关期货或期权合约的条款及细则，以及有关责任（例如：在什么情况下阁下或会有责任就期货合约的相关资产进行交收，或就期权而言，期权的到期日及行使的时间限制），惟在每种情况下均须受限於任何产品或市场特定补充条款（包括附录五《美股期权补充条款》），而该等补充条款可能修改或限制阁下行使期权的能力。在某些情况下，有关交易所或结算所或会修改尚未行使的合约的细则（包括期权行使价），以反映相关资产的变化。

8.2 暂停或限制交易及价格关系

- (a) 市场状况（例如：市场流通量不足）及/或某些市场规则的施行（例如：因价格限制或“停板”措施而暂停任何合约或合约月份的交易），都可以增加亏损风险，这是因为投资者届时将难以或无法执行交易或平掉/抵销仓盘。如果阁下卖出期权后遇到这种情况，阁下须承受的亏损风险可能会增加。

- (b) 此外，相关资产与期货之间以及相关资产与期权之间的正常价格关系可能并不存在（例如：期货期权所涉及的期货合约须受价格限制所规限，但期权本身则不受其规限）。缺乏相关资产参考价格会导致投资者难以判断“公平价格”。

8.3 存入的现金及财产

阁下应了解就阁下为境内及境外交易而存放的款项或其他财产所获给予的保障，尤其是在吾等或吾等任何代理人无力偿债或破产的情况下。阁下能追讨多少款项或财产，可能受限於特定法例或当地规则。在若干司法管辖区，倘出现短欠情况，原本可具体识别为属于阁下所有的财产，将会与现金一样按比例分配。

8.4 佣金及其他收费

在开始交易前，阁下先要清楚了解阁下必须缴付的所有佣金、费用或其他收费。这些费用将直接影响阁下可获得的净利润（如有）或增加阁下的亏损。

8.5 交易设施

电子交易的设施是以电脑组成系统来进行指示传递、执行、配对、登记或交易结算。然而，所有设施及系统均有可能暂时中断或失灵，而阁下就此所能获得的赔偿或受制于系统供货商、市场、结算公司及/或参与者商号就其所承担的责任所施加的限制。由于这些责任限制可以各有不同，阁下应就此向吾等查询详情。

8.6 电子交易

透过电子交易系统进行买卖，可能会与透过其他电子交易系统进行买卖有所不同。如果阁下透过某个电子交易系统进行买卖，便须承受该系统带来的风险，包括有关系统硬件或软件可能会失灵的风险。系统失灵可能会导致阁下的交易指示不能根据指示执行，甚或完全不获执行。

8.7 其他司法管辖区内的交易

在其他司法管辖区的市场（包括与本地市场有正式连系的市场）进行交易，或会涉及额外的风险。根据这些市场的规例，投资者享有的保障程度可能有所不同，甚或有所下降。在进行交易前，阁下应先查明有关阁下将进行的该项交易的所有规则。阁下本身所在地的监管机构，将不能迫使阁下已执行的交易所在地的所属司法管辖区的监管机构或市场执行有关的规则。有鉴于此，在进行交易之前，阁下应先向吾等查询阁下本身地区所属的司法管辖区及其他司法管辖区可提供哪种补救措施及有关详情。

8.8 货币风险

以外币计算的合约买卖所带来的利润或招致的亏损（不论交易是否在阁下本身所在的司法管辖区或其他地区进行），均会在需要将合约的单位货币兑换成另一种货币时受到汇率波动的影响。

8.9 场外交易

在若干司法管辖区，且仅在受限制的情况下，商号获准进行场外交易。吾等或阁下与之进行交易的另一商号，可能是该交易的对手方。在此情况下，可能难以或无法平掉现有持仓、评估价值、厘定公平价格，或评估风险承受程度。基于该等原因，该等交易可能涉及更高的风险。场外交易的监管程度可能较低，或受限于另一套独立的监管制度。阁下在进行该等交易前，应先了解适用规则及相关风险。

9 常设授权

9.1 阁下的证券常设授权

阁下的证券常设授权将涵盖阁下账户下的证券及证券抵押。就阁下证券常设授权而言，阁下授权吾等：

- (a) 向香港中央结算公司存入证券抵押，作为注销和完成与吾等代阁下通过交易所执行期权合约结算义务的抵押；及
- (b) 若吾等在证券交易期间向阁下提供财务通融并在吾等经许可开展之其他管制活动期间向阁下提供财务通融，可根据上述(a)项运用或存入证券或证券抵押。

9.2 承认

阁下承认：

- (a) 吾等无须通知或取得阁下的事先同意，采用本部第9.1条下的任何行动；
- (b) 阁下已获悉吾等的转质押业务，并已向吾等提供常设授权，以便转质押阁下的证券或证券抵押；及
- (c) 阁下的证券常设授权不得以任何方式影响吾等在A部第28.5条下的任何权利。

9.3 第三方权利

阁下理解证券或证券抵押可能存在第三方权利，吾等应在向阁下归还该等证券或证券抵押前解除该等第三方权利。

9.4 有效性

阁下的证券常设授权应自阁下签署账户申请表格开设期权账户之日起生效并至该日历年12月31日届满；有效期届满后，在相关适用法律及法规批准的情况下，该常设授权可或应被视为自动续期十二(12)个月。阁下可收回该授权，但应至少提前五(5)个工作日书面通知，前提条件是阁下已经偿清了阁下欠吾等的所有未偿债务。

9.5 续期

吾等应至少在证券常设授权届满的十四(14)日前向阁下发出书面通知，说明该常设授权将届满，并应告知，除非阁下在证券常设授权届满前提出书面反对，否则证券常设授权应于有效期届满后，根据相同的条款与条件，自动续期，续期期限为(a)与证券常设授权中规定期限相等的期限；(b)不多于吾等规定的十二(12)个月（若阁下不是证券及期货条例定义下的“专业投资者”）；或(c)吾等规定的期限（若阁下是证券及期货条例定义下的“专业投资者”）。若根据本条规定续期证券常设授权，则吾等应于阁下的证券常设授权届满后一(1)周内，向阁下书面确认该续期。

10 一般规定

就香港交易所买卖期权业务而言，阁下确认已细阅（如有需要）由联交所编制之名为《认识股票期权（及其风险）》的小册子。就任何其他期权产品或市场而言，阁下同意在就该等产品发出交易指示前，先细阅并仔细考虑吾等提供或向阁下提供的任何产品或市场特定风险披露文件（包括在适用情况下，任何补充条款，例如附录五《美股期权补充条款》，以及其中所述的任何相关风险披露）。

以下的文本为新增的附录五以补充原客户协议：

附录五

美股期权补充条款

无论何时，每当阁下向我们下达指令，或与我们进行或维持美股期权的交易时，本《美股期权补充条款》（下称“**美股期权条款**”）即被视为适用于该等指令或交易，以及我们就美股期权向阁下提供的任何相关服务。

1. 一般条款

- 1.1 本美股期权条款构成《客户协议》的一部分。本条款是对A部及D部的补充，并适用于我们同意向阁下提供与美股期权交易相关服务的情况。
- 1.2 如果本美股期权条款与《客户协议》的任何其他部分（包括D部）存在任何不一致之处，就美股期权交易而言，概以本美股期权条款为准。
- 1.3 若阁下交易 OCC 期权（定义见下文），阁下应当将本附录五与 OCC 文件（定义见下文）一并阅读。OCC 文献仅与 OCC 发行的期权相关，该文献中所有提及的“期权”均仅适用于该等期权。

2. 定义与解释

- 2.1 本附录中未加定义的首字母大写术语，其含义与A部及D部赋予它们的含义相同。
- 2.2 除非本附录另有定义，否则《客户协议》中凡提及的“期权”、“期权合约”或“交易所交易期权业务”之处，均包括美股期权及美股期权交易。
- 2.3 在本附录中：
 - 2.3.1 “**电子交易服务**”指由我们提供或向阁下开放的任何电子服务、系统、网站、应用程序、交易平台或接口（包括任何移动端或网页端应用程序），使阁下能够通过电子方式下达指令、获取市场数据或其他信息，或进行交易。
 - 2.3.2 “**合资格标的证券**”指获准在美股证券交易所买卖、且我们不时允许作为美股期权交易标的资产的美国权益类证券（在适用情况下包括交易所买卖基金及类似的交易所买卖产品）。
 - 2.3.3 “**OCC**”指期权结算公司或任何履行类似职责的继任结算机构。
 - 2.3.4 “**OCC 文件**”指 OCC 题为《标准期权的特性和风险》（经《标准期权的特性和风险补充文件》补充）的文件，以及我们不时向阁下提供或开放的有关该文件的任何更新或替代版本。
 - 2.3.5 “**OCC 期权**”指由 OCC 发行并结算的标准期权合约。
 - 2.3.6 “**美股结算机构**”指 OCC 或在美国提供与美股期权相关的结算和交收服务的任何其他结算公司或结算机构。
 - 2.3.7 “**美股期权**”指以合资格标的证券为标的资产、在美股期权交易所上市交易并透过美国结算机构结算的标准化交易所交易期权合约，包括任何 OCC 期权。
 - 2.3.8 “**美股期权交易所**”指我们出于美股期权交易的目的而不时批准的任何美国证券或期权交易所。
 - 2.3.9 “**美股期权服务供应商**”指我们不时指定，或在美股期权交易中委任或使用的任何第三方经纪商、交易商、结算行、保管人、执行撮合场所、交易平台提供商、市场数据供应商或其他服务提供商（包括其任何关联公司）。
 - 2.3.10 “**美股期权交易**”指我们为阁下或与阁下进行的任何美股期权交易。
 - 2.3.11 就美股期权而言，“**价内**”指期权具有正内在价值。具体而言，在美股期权交易所交易的期权，若其内在价值至少为0.01美元，即为价内期权。

3. 美股期权服务的范围及允许的仓位

- 3.1 本附录适用于我们同意为阁下开立用于美股期权交易的户口/账户，并接受阁下就美股期权发出的指令的情况。
- 3.2 我们的美股期权服务仅限于使阁下能够：
 - 3.2.1 买入（做多）合资格标的证券的认购期权；及
 - 3.2.2 买入（做多）合资格标的证券的认沽期权，在每种情况下，该等期权均为在我们不时支持的美股期权交易所上市的美股期权。
- 3.3 就美股期权交易而言，阁下不得：
 - 3.3.1 沽出、开仓或卖出（无论是备兑或无备兑/裸卖）任何美股期权；
 - 3.3.2 建立或维持任何美股期权的净空头仓位；或

- 3.3.3 建立或维持包含空头期权腿的任何期权策略（包括价差组合、跨式组合或勒式组合）。我们可拒绝、取消或平仓任何会导致违反本条规定的指令或仓位。

4. 交易机制与限制

- 4.1 美股期权交易将透过一个或多个美股期权服务供应商在一家或多家美股期权交易所进行。为此，阁下授权我们为阁下路由订单，并代表阁下向美股期权服务供应商发出指令。
- 4.2 我们可针对提交美股期权交易相关的指令设定截止时间、交易时间及其他程序要求。
- 4.3 尽管《客户协议》有任何其他规定（包括D部）或 OCC 文献中有任何声明：
- 4.3.1 阁下不得发出、且我们亦不会接受或执行任何行使任何美股期权的指令；及
- 4.3.2 我们不会就阁下的美股期权仓位提交行使指令。阁下的美股期权仓位必须根据本附录进行平仓（透过订立反向对冲交易）或任由其到期而未行权。
- 4.4 阁下必须不迟于我们不时通知阁下的，在相关到期日前的特定日期及时间，将任何未平仓的美股期权仓位进行平仓。如果阁下未在通知的截止日期前对美股期权仓位进行平仓，我们可以在到期日或之前，以我们合理确定的方式、时间和价格对该仓位（全部或部分）进行平仓。
- 4.5 如果我们合理认为有必要或适宜，我们亦可随时对任何美股期权仓位进行平仓，无论是否事先通知过阁下，包括但不限于以下情况：
- 4.5.1 阁下未能支付《客户协议》下要求的任何金额或维持任何余额；
- 4.5.2 我们认为阁下的仓位引发了不可接受的信贷、市场或营运风险；
- 4.5.3 任何适用法律及规例、或任何美股期权交易所、美股结算机构或美股期权服务供应商要求我们这样做；或
- 4.5.4 我们认为对于遵守任何适用的持仓限制或行权限制是必要的。阁下将对因本条下的任何强制平仓而引起的任何损失、成本、费用和开支负责，并且如果市场状况随后向有利于阁下的方向发展，阁下亦无权获得任何补偿。

5. 美股期权交易的资金与保证金

- 5.1 在我们接受任何美股期权交易指令之前，阁下必须确保阁下的户口/账户内存有足额的、由我们可能指定的货币的已结算资金，以全额支付：
- 5.1.1 美股期权的期权费；及
- 5.1.2 所有适用的佣金、费用、收费及税项。
- 5.2 目前，我们不会提供任何保证金信贷，用于支付与美股期权交易相关的权利金或其他应付款项。除非我们另行以书面形式明确同意，否则阁下绝不可将美股期权视为可质押的保证金资产，亦不可试图通过动用任何保证金信贷来为美股期权交易进行融资。
- 5.3 阁下承担与美股期权交易而产生的任何税项、印花税、征稅或费用（包括任何美国预扣稅），以及美股期权交易所、美股结算机构及美股期权服务供应商就阁下的美股期权交易收取的任何费用。我们可根据适用的法律及法规，扣除或预扣我们被要求扣除或预扣的任何金额，并且为了遵守我们或任何美股期权供应商因阁下美股期权交易而承担的申报或其他义务，我们可采取我们认为合理且必要的措施。

6. 第三方经纪商及服务供应商的使用

- 6.1 阁下知悉并同意，我们可安排部分或全部美股期权交易及相关服务（包括执行、结算、保管、交收、交易平台、市场数据及其他营运服务）通过美股期权服务供应商提供。
- 6.2 除非阁下与任何美股期权供应商另行订立合同关系，否则就美股期权交易而言，阁下与任何美股期权服务提供商之间不存在任何合同关系。阁下就美股期权交易享有的权利和承担的义务受《客户协议》约束，不受我们与任何美股期权服务供应商之间达成的任何协议约束。
- 6.3 阁下的部分或全部美股期权资产及仓位，可能会记录或持有在以我们或美股期权服务供应商名义开立的综合账户中，并可能存放于香港境外。A部第45.14条（《在香港境外收取或持有的客户资产的风险》）适用于与美股期权交易相关的任何资产及仓位。
- 6.4 阁下知悉，美股期权交易的部分或全部电子交易、订单路由、市场数据及相关服务可能由第三方供应商及美股期权服务供应商提供，并可能以我们冠名的方式呈现。我们可不时变更或更换该等第三方供应商。在向阁下提供美股期权服务所合理必要的范围内，我们获授权与美股期权服务供应商共享阁下的信息，惟须遵守A部及相关附录下我们的数据保护义务。

7. 电子交易服务的附加条款

- 7.1 本附加条款适用于

- 7.1.1 本《电子交易服务附加条款》适用于阁下已请求且我们已同意向阁下提供电子交易服务访问权限的所有户口/账户，以便下达订单、传输指令、查阅市场数据或其他信息，或进行交易。
- 7.1.2 本附加条款是对以下内容的补充，并应与以下内容一并阅读：(a) 《客户协议》（包括A部和D部）；及(b) 中银国际不时修订的移动端应用程序《使用条款》。如果本附加条款与中银国际移动端应用程序《使用条款》之间就美股期权交易而言存在任何不一致之处，概以本附加条款为准。
- 7.2 电子交易服务的使用
- 7.2.1 阁下知悉，通过电子交易服务发出的指令可能无法做成更改或取消，且阁下同意在下达订单前谨慎行事。
- 7.2.2 阁下知悉，阁下对输入或通过电子交易服务传输的所有数据、信息和内容的准确性和完整性承担全部责任。
- 7.3 许可、知识产权及许可的使用
- 7.3.1 阁下知悉，电子交易服务、由我们运营的网站及其包含的软件，属于我们和/或我们的第三方许可人的专有财产。阁下不得、亦不得企图以任何方式篡改、修改、反编译、逆向工程或以其他方式改变或未经授权查阅电子交易服务、由我们运营的网站或其中包含的任何软件的任何部分。
- 7.3.2 阁下同意不向任何未经授权的第三方转让、分发许可、出租、分发或以其他方式提供电子交易服务。
- 7.3.3 阁下理解并同意，阁下对电子交易服务、我们的知识产权或包含在电子交易服务中的任何第三方服务或技术的知识产权均不享有任何所有者权益。
- 7.3.4 阁下同意根据《客户协议》的条款以及适用法律及规例使用电子交易服务，并同意不将电子交易服务用于任何不法、欺诈、误导或不道德的目的。
- 7.3.5 阁下同意不在电子交易服务或合并入电子交易服务中的任何第三方服务或技术的知识产权上，创建或允许存在任何留置权、负担或担保权益。
- 7.4 电子交易服务的额外风险及免责声明
- 7.4.1 阁下知悉，《客户协议》中的风险披露和免责声明（包括但不限于与通过互联网和无线通信进行交易相关的风险披露，以及A部第37.1至37.3条和第37.9至37.11条）适用于阁下对电子交易服务的使用，且阁下同意使用电子交易服务的好处大于该等风险。
- 7.4.2 在不限上述条款的情况下，阁下：
- (i) 放弃因我们接受任何看似来自阁下或我们合理相信来自阁下的任何未经授权指令而引发的，对我们或我们任何关联机构的任何索偿；及
- (ii) 知悉对于通过阁下使用电子交易服务可能查阅到的市场交易场所、托管人、许可人、供应商或其他第三方提供的任何信息、内容或服务的任何不准确、不完整或不可靠，我们及任何发布方均不承担责任，除非该等情况是由于我们欺诈、故意失责或重大疏忽造成。
- 7.5 对市场数据的免责条款
- 7.5.1 我们及我们的关联机构，以及我们或各自的董事、高级人员、雇员、代理人、数据或内容供应商、交易所、结算所、许可人或供应商（统称“发布方”）均不保证通过电子交易服务提供的任何数据、信息或交易是即时的、准确的、完整的、可靠的或适合任何特定目的的。
- 7.5.2 对于任何该等数据、信息或讯息的任何不准确、错误、延迟或遗漏，或因任何该等不准确、错误、延迟、遗漏、不履行或中断而引起的或造成的任何损失或损害，发布方均不对阁下或任何其他人士承担任何责任，除非该等情况是由于我们欺诈、故意失责或重大疏忽造成。
- 7.6 第三方报价服务
- 7.6.1 我们可按阁下的选择，通过电子交易服务向阁下提供第三方报价或市场数据服务（以下简称“报价服务”）。如果阁下选择接收任何报价服务，阁下同意：
- (i) 遵守适用于该等服务的所有条款及条件；
- (ii) 支付所有适用费用，以及因阁下误用该等服务或违反适用条款而导致报价服务供应商可能施加的任何费用或罚款；及
- (iii) 允许我们向报价服务供应商提供该供应商所要求的、为启用及监控该等服务所必需的，关于阁下的信息，即使阁下认为该等信息属于私密或机密信息。

8. 美股期权的额外风险披露

- 8.1 除本美股期权条款修改的内容外，A部第45条及D部中的一般风险披露声明（包括期货及期权交易风险以及“期权风险程度不一”小节）均适用于美股期权交易。

- 8.2 在就美股期权下达任何指令之前，阁下应当将该等风险披露与本美股期权条款以及（如适用）OCC 文件一并阅读。
- 8.3 美股期权交易是在香港境外市场进行的，须遵守美国以及相关美股期权交易所、美股结算机构及监管机构的法律、规例、规则及市场惯例。
- 8.4 阁下与美股期权交易相关的资产及仓位可能会记录在香港境外，包括以我们或美股期权服务供应商名义开立的综合账户中。A部第45.14条（《在香港境外收取或持有的客户资产的风险》）适用于该等资产及仓位。
- 8.5 阁下在美国或其他司法管辖区可能因美股期权交易而须承担额外的申报、披露、税务或其他义务。阁下须自行就此获取阁下自身的法律、税务及其他意见负责。
- 8.6 我们依赖美股期权服务供应商执行、清算、结算及记录美股期权交易以及提供相关服务（包括交易平台和市场数据）。阁下建立、维持和平仓美股期权仓位的能力，可能会受到该等供应商的行为、不作为、财务状况或营运韧性影响。如果美股期权服务供应商破产或以其他方式未能履行其义务，阁下可能会遭受损失，包括仓位损失或就美股期权交易应收金额的损失。

9. 美股期权补充条款的变更

- 9.1 我们可根据A部第5条（客户协议的修改）修改本美股期权条款。任何该等修改将根据A部第5条通知阁下，并自通知中指定的日期起生效。
- 9.2 我们可自行决定扩大或变更我们美股期权服务的范围（例如允许卖出期权、行使期权、增加产品类型或增加美股期权交易所）或限制或停止提供特定产品或功能。
- 9.3 任何该等扩大或变更均可通过修改本美股期权条款和/或发布额外的补充条款来实现。如果阁下在该等变更生效后继续下达与美股期权交易相关的指令，阁下将被视为已同意经修订的条款。
- 9.4 在不限A部第36条（账户及/或服务的终止）的情况下，我们可随时在有或没有事先通知阁下的情况下暂停或终止提供美股期权服务（全部或部分），包括在以下情况下：
 - 9.4.1 我们不再具有查阅或使用任何相关美股期权交易所、美股结算机构或美股期权服务提供商的权限；
 - 9.4.2 我们出于法律、监管、风险管理或营运原因认为有必要或适当；或
 - 9.4.3 我们出于商业或业务原因决定停止提供美股期权交易。

By signing below, I/we acknowledge that I/we have received the Customer Agreement booklet, this Extract of the revised terms and conditions of the Customer Agreement, and a copy of the OCC options disclosure document "Characteristics and Risks of Standardized Options".

本人/吾等签署下方表格，即确认已收到《客户协议》、本《「客户协议」修订节录》及《OCC 标准化期权的特征和风险》副本。

Signature 客户签署: _____

Client Name 客户姓名: _____

Date 日期: _____