

**重要提示:****Important Notice:**

i. 中信里昂提供有关 CATS 系统的信息是没有考虑任何特定投资者的投资经验、投资目标、财务状况或其他情况的情况下编写的。因此，此类信息不能代替针对阁下的特定投资目标、投资经验和特定情况量身定制的独立专业建议。

i. The information about the CATS System provided by CITIC CLSA is prepared without considering any specific investor's investment experience, goals, financial situation, or other circumstances. Therefore, such information cannot replace independent professional advice tailored to your specific investment objectives, experience, and particular circumstances.

ii. 程式买卖/自动交易平台涉及重大损失风险，并不适合所有人。利用程式买卖策略进行交易不一定获利亦不是没有蒙受损失的风险。您甚至可能会损失所有投资金额和涉及的费用。

ii. Program trading/automated trading platforms involve significant risks of loss and are not suitable for everyone. Engaging in program trading strategies does not guarantee profits and carries the risk of incurring losses. You may even lose your entire investment amount and related costs.

iii. 程式买卖仅适用于具有足够的技巧、经验和知识的法律实体专业投资者或个人专业投资者。阁下（即贵公司或阁下本人）需根据阁下的投资经验、投资目标、财务状况、投资年期、风险承受程度、流通性需求（如适用）、阁下对有关证券的前景、表现、分散投资的需要及其他相关情况慎重考虑该交易是否适合阁下。除非阁下已充分考虑上述条件，否则请勿进行任何程式买卖。

iii. Program trading is only suitable for institutional investors or individual professional investors with adequate skills, experience, and knowledge. You (whether your company or yourself) should carefully consider whether such trading is appropriate for you based on your investment experience, objectives, financial situation, investment horizon, risk tolerance, liquidity needs (if applicable), your views on the prospects and performance of relevant securities, the diversification needs, and other relevant factors. Unless you have fully considered the aforementioned conditions, do not engage in any program trading.

iv. 通过互联网进行证券买卖可能会受到黑客攻击、破坏、系统中断、传输中断、由于互联网流量导致的延迟传输或由于它的公共性质而导致的数据传输错误或由于它的公共性质而造成数据/交易指令传输错误或无法下达委托、委托失败或下达错误的交易指令，由此导致的损失由须阁下自行承担。

iv. Trading securities over the internet may be susceptible to hacking, disruptions, system outages, transmission interruptions, delays caused by internet traffic, or errors and failures in data transmission due to the public nature of the internet. These issues could lead to errors in trade instructions, failure to execute orders, or order malfunctions. Any resulting losses shall be solely borne by you.

v. 透过下载并使用中信里昂提供的 CATS 系统，即表示阁下同意受本《使用条款》、中信里昂的《业务条款》(CLSA Asia-Pacific Terms of Business) (中信里昂可自行决定不时修改，请参阅网站 <https://www.clsa.com/terms-of-business/> 上提供的最新版本) 以及中信里昂可能不时发布的《业务条款》附录和其他政策、条款或其他文件所约束，而该等条款、文件也是以提述的方式被收纳在本《使用条款》内。如果阁下不接纳任何条款或文件的内容，阁下不应下载、安装或使用其他方式使用 CATS 系统。

v. By downloading and using the CATS System provided by CITIC CLSA, you agree to be bound by these Terms of Use, CITIC CLSA's Terms of Business (CLSA Asia-Pacific Terms of Business) (which CITIC CLSA may modify at its sole discretion from time to time; please refer to the latest version available at <https://www.clsa.com/terms-of-business/> ), and any appendices, policies, terms, or other documents related to the Terms of Business that CITIC CLSA may publish from time to time. These documents are incorporated by reference into this Terms of Use. If you do not accept any of the terms or provisions of these documents, you should not download, install, or otherwise use the CATS System.

1. 在本《使用条款》中，除文意另有所指外，以下词语具有以下含义：

1. In this "Terms of Use," unless otherwise indicated by the context, the following terms shall have the following meanings:

「中信里昂」是指中信里昂證券有限公司 (CLSA Limited) – 一間获核准从事证券及期货条例（香港法例第 571 章）中第一类（证券交易）、第四类（就证券提供意见）及第七类（提供自动化交易服务）受规管活动之持牌法团，（中央编号：AAB893）及香港联合交易所有限公司的交易参与者；

"CITIC CLSA" refers to CLSA Limited – a licensed corporation authorized to engage in regulated activities under the Securities and Futures Ordinance (Hong Kong Ordinance Cap. 571) including Type 1 (Dealing in Securities), Type 4 (Advising on Securities), and Type 7 (Automated Trading Services). (Central Entity Number: AAB893) and a participant on the Hong Kong Stock Exchange;

「本公司 / 我们 / 我司」是指中信里昂；

"our company / we / us/our" refers to CITIC CLSA;

「阁下 / 您」是指是公司或其他法律实体的客户或是自然人的客户；

"you / your" refers to clients of companies or other legal entities, or individual clients;

「许可目的」是指按照中信里昂的规定透过使用 CATS 系统进行证券买卖；

"Authorized Purpose" refers to executing securities trading through the use of CATS System in accordance with CITIC CLSA's terms and conditions;

「CATS 系统」是指 CATS 自动交易平台；

"CATS System" refers to the CATS Automated Trading Platform;

「这项服务」是指为中信里昂的认可客户提供的程式买卖服务，允许他们使用 CATS 程式进行证券交易服务；及

"This Service" refers to the program trading service provided to approved clients of CITIC CLSA, allowing them to use the CATS System for securities trading activities; and

「《业务条款》」是指中信里昂不时订定的《业务条款》(CLSA Asia-Pacific Terms of Business) (请参阅网站 <https://www.clsa.com/terms-of-business/>) 及其附录、修订、补充文件。

"Terms of Business" refers to the "CLSA Asia-Pacific Terms of Business" of CITIC CLSA, as amended and supplemented from time to time (please refer to website <https://www.clsa.com/terms-of-business/> ) and their annexes, amendments, and supplementary documents.

其它载于本《使用条款》中以黑体字标示的词语，如在本《使用条款》中未另行定义，应具有《业务条款》内注明的同意思。

Any other terms set forth in bold font in this "Terms of Use," which are not separately defined herein, shall have the same meanings as specified in the "Terms of Business."

2. 阁下透过 CATS 系统进行任何证券买卖之前应该：

2. Before you execute any securities trades through the CATS System, you shall:

(a) 熟悉 CATS 系统的资讯和功能，并在必要时寻求独立的专业意见；

(a) Be familiar with the information and functions of the CATS System, and seek independent professional advice if necessary;

(b) 充分理解和考虑每一项交易所涉及的固有风险；

(b) Fully understand and consider the inherent risks involved in each transaction;

(c) 熟悉 CATS 系统的功能、运作和限制；

(c) Be familiar with the functions, operation, and limitations of the CATS System;

(d) 仔细阅读、了解附录 1《风险披露声明》的内容并充分评估透过 CATS 系统进行证券买卖涉及的风险；

(d) Carefully read, understand, and review the contents of Appendix 1 "Risk Disclosure Statement," and fully assess the risks involved in conducting securities trading via the CATS System;

(e) 确定每一项交易符合阁下投资经验、投资目标、财务状况、投资年期、风险承受水平、流动性需求、（如适用）阁下对相关股票发行人的潜在表现及信誉的看法、税务情况、分散投资的需求和其它相关情况；

(e) Confirm that each transaction aligns with your investment experience, investment objectives, financial situation, investment horizon, risk tolerance, liquidity needs (if applicable), your views on the potential performance and creditworthiness of the relevant stock issuer, tax considerations, diversification needs, and other relevant factors;

(f) 仔细阅读 CATS 系统的《操作手册》、《业务条款》（包括但不限于有关电子交易、风险披露的规定）、中信里昂的《个人资料保护法律附录》(CLSA Asia-Pacific Annex - Personal Data Protection Laws)(请参阅网站 <https://www.clsa.com/terms-of-business/>)、《私隐政策声明》(Privacy Policy Statement) (请参阅网站 <https://www.clsa.com/privacy-policy-statement/>) (《个人资料保护法律附录》和《私隐政策声明》统称为《通函》) 及本《使用条款》，并同意受其约束；及

(f) Carefully read the "User Manual" of the CATS System, the "Terms of Business" (including but not limited to provisions related to electronic trading and risk disclosure), CITIC CLSA's "Personal Data Protection Laws Annex" (CLSA Asia-Pacific Annex - Personal Data Protection Laws) (please refer to website <https://www.clsa.com/terms-of-business/>), the "Privacy Policy Statement" (please refer to website <https://www.clsa.com/privacy-policy-statement/>) (the Personal Data Protection Laws Annex and the Privacy Policy Statement collectively referred to as the "Circular,") and this "Terms of Use," and agree to be bound by them; and

(g) 确保阁下的证券户口内有足够的资金以进行交易。

(g) Ensure that you have sufficient funds in your securities account to carry out the transactions.

3. 如果阁下不了解 CATS 系统的运作、涉及的风险，或不能承受相关风险带来的损失，我们建议阁下不要使用 CATS 系统进行证券买卖。如果阁下下载/使用 CATS 系统，我们将认为您已经完全了解并愿意承受相关的风险以及由此带来的损失。此外，透过进入 CATS 系统进行任何证券买卖时，阁下确认已详细阅读并接受 CATS 系统的《操作手册》、《业务条款》、

本《使用条款》、《通函》和《风险披露声明》（见附录 1）并同意受其所约束。如果阁下不明白、不接受或不同意任何条款的话，请不要使用 CATS 系统进行任何交易。

3. If you do not understand how the CATS System operates or the risks involved, or if you are unable to bear the losses arising from those risks, we advise you not to use the CATS System for securities trading. If you download/use the CATS System, we will consider that you have fully understood and are willing to bear the relevant risks and the losses resulting from them. Additionally, when executing any securities trades through accessing the CATS System, you confirm that you have read in detail and accept the "User Manual," "Terms of Business," this "Terms of Use," the "Circular," and the "Risk Disclosure Statement" (see Appendix 1), and agree to be bound by them. If you do not understand, do not accept, or do not agree with any terms, please do not use CATS System to make any transactions.

4. 阁下了解，如果您通过 CATS 系统进行任何证券买卖，我们会收取常规佣金、征费和费用。

4. You understand that if you carry out any securities trading through the CATS System, we will charge the usual commissions, levies and fees.

5. 这项服务通过审批后仅供阁下或阁下在本公司已登记的授权代表使用。凡是使用阁下的用户名和密码就授权证券账号进行的委托以及透过 CATS 系统发送的交易指令均会被视为阁下亲自办理之委托和交易，由此所产生的一切后果由阁下承担。阁下了解并确认中信里昂仅授予您或阁下在中信里昂已登记的授权代表的一项非排他性、不可转让和只供您使用的有限许可，仅可为许可目的，在您拥有或控制的设备上安装和使用 CATS 程式。

5. This Service is provided for your use or the use of authorized representatives registered with us, upon approval. All instructions authorized through your username and password, as well as transaction instructions sent via the CATS System, will be deemed to be personally authorized instructions and trades by you, and you shall bear all resulting consequences. You understand and acknowledge that CITIC CLSA grants you or your registered authorized representatives a non-exclusive, non-transferable, and limited license solely for your use, which is only for the Authorized Purpose, and such license only permits installation and use of the CATS System on devices that you own or control.

6. 阁下确认中信里昂用于提供这项服务的某些软件是获得一些第三方许可使用的（「第三方许可人」）。这些第三方许可人可能是中信里昂的关联公司或与它无关的第三方，也可能位于香港以外的地区（包括中国大陆）。中信里昂和第三方许可人保留应用程序的所有权、权利和利益及任何对其进行修改、更新和（如果适用）升级的权利。中信里昂于这项服务提供的所有软件、材料、内容均受版权、商标以及其他适用的知识产权和所有权法律保护，并由它或第三方许可人拥有、控制和许可。服务上出现的所有商标均为各自所有者

的财产。 阁下不得复制、出售、转许可、修改、分发、复制、传播、公开展示、发布、改编或编辑《操作手册》或出现在中信里昂网站上的任何内容或进行任何侵犯知识产权和所有权的活动。

6. You acknowledge that some of the software used by CITIC CLSA to provide this Service is licensed from third parties ("**Third-Party Licensors**"). These Third-Party Licensors may be affiliated companies of CITIC CLSA or unrelated third parties, and may be located outside of Hong Kong (including Mainland China). CITIC CLSA and the Third-Party Licensors reserve all ownership, rights, and interests in the applications, as well as any rights to modify, update, and (if applicable) upgrade them. All software, materials, and contents provided or made available by CITIC CLSA for this Service are protected by copyright, trademark, and other applicable intellectual property and ownership laws, and are owned, controlled, or licensed by CITIC CLSA or the third-party licensors. All trademarks appearing on the Service are the property of their respective owners. You shall not copy, sell, sublicense, modify, distribute, reproduce, circulate, publicly display, publish, adapt, or edit the "User Manual" or any content appearing on CITIC CLSA's website, nor engage in any activities that infringe intellectual property rights or ownership rights.

7. 阁下不得对 CATS 系统中的任何软件进行反编译或反向工程。阁下确认所有此处未明确授予您的权利均是我方予以保留的。中信里昂可以在没有事先通知的情况下，在任何时候全权决定撤销使用该软件的有限权利、终止这项服务并取消您进入 CATS 系统的权利。中信里昂对于因进入或使用或无法进入或使用 CATS 程式或这项服务而导致的任何直接、间接、特殊、相应而生或附带损害、损失或费用概不负责。

7. You shall not decompile or reverse engineer any software within the CATS System. You acknowledge that all rights not explicitly granted to you here are reserved by us. CITIC CLSA may, at any time and without prior notice, fully revoke the limited rights to use the software, terminate this Service, and cancel your access to the CATS System at its sole discretion. CITIC CLSA shall not be responsible for any direct, indirect, special, consequential, incidental damages, losses, or expenses arising from or related to your access or inability to access or use the CATS System or the Service.

8. 这项服务乃「按原状」提供，且不帶有任何类别的明示或默示的保证（包括但不限于具可商售品質或對特定用途的適用性）。中信里昂也概不保证其网站一定可以运作正常或里面的信息会得到更新或纠正。阁下确认并同意，由于中信里昂无法控制的情况（包括但不限于监管管制、政府限制、交易所或市场裁定或暂停交易、第三方许可被取消、电脑故障、停电、电脑网络、电信网络、交易系统、清算系统或通信系统的故障、设备故障、DDos 攻击、黑客入侵、破坏、可转换性或可转让性限制等），这项服务可能会不时中断或延迟直到另行通知。中信里昂对由于进入或使用 CATS 系统或无法进入或使用 CATS 系统而造成的任何形式的直接、间接、特殊、预期、相应而生或附带损害、损失或费用概不负责。

8. This Service is provided on an "as-is" basis and without any express or implied warranties of any kind (including but not limited to merchantability or fitness for a particular purpose). CITIC CLSA does not guarantee that its website will always operate normally or that the

information contained therein will be updated or corrected. You acknowledge and agree that due to circumstances beyond CITIC CLSA's control (including but not limited to regulatory controls, government restrictions, exchange or market rulings or suspensions, third-party license cancellations, computer malfunctions, power outages, computer networks, telecommunications networks, trading systems, clearing systems, or communication system failures, equipment failures, DDoS attacks, hacking, sabotage, transferability, or transfer restrictions, etc.), this Service may be interrupted or delayed from time to time until further notice. CITIC CLSA shall not be responsible and liable for any form of direct, indirect, special, anticipated, consequential, incidental damages, losses, or expenses arising from or related to your access or use, or inability to access or use, the CATS System.

9. 中信里昂网站上提供的信息仅供参考。CATS 系统的相关资讯、《操作手册》均不构成任何投资建议或邀约，亦不表示 CATS 系统适合阁下使用。阁下不应依赖中信里昂网站上的信息作投资决策的依据。

9. The information provided on the CITIC CLSA website is for reference only. The information related to the CATS System, the "User Manual," and all related materials do not constitute any investment advice or solicitation, nor do they imply that the CATS System is suitable for you. You should not rely on the information on the CITIC CLSA website as the basis for your investment decisions.

10. 我们提醒阁下加强账号、用户名、密码的保护工作，不出借他人使用，并建议阁下定期修改密码、增强密码强度、防止密码泄露、防止用于网上交易的计算机或手机终端感染木马、病毒等。此外，如果阁下利用 CATS 系统进行证券买卖的话，阁下应积极采取安全措施，如：定期维护计算机及联网设备、采用防病毒及防黑客产品、妥善保管个人资料、及时分析各种信息等，以防范网上委托或下单可能发生的各种风险。

10. We remind you to strengthen the protection of your account, username, and password, and to avoid lending your account to others. It is also recommended that you change your password regularly, enhance password strength, prevent password leaks, and prevent malware or viruses from infecting your trading computers or mobile devices used for online transactions. Furthermore, if you use the CATS System for securities trading, you should actively adopt security measures such as regularly maintaining your computers and network devices, using anti-virus and anti-hacker software, properly safeguarding personal information, and promptly analyzing various information to prevent potential risks associated with online trading or order placement.

11. 阁下不得将任何用户名称或密码透露给任何未经授权的人士，或允许任何未经授权的人士进入、使用或控制 CATS 程式。阁下应一直妥善保护阁下的所有密码和 CATS 系统。如果阁下发现或怀疑任何密码被他人知晓、盗用、遗失或被盗或被任何未经授权人士拥有或控制；及/或 CATS 系统或其他服务已被任何未经授权人士以任何方式进入或使用，阁下应立即通知本公司。为了阁下自己的安全，阁下还应该立即更改阁下的密码。

11. You must not disclose any username or password to any unauthorized person, nor allow any unauthorized person to access, use, or control the CATS System. You should properly protect all your passwords and the CATS System at all times. If you discover or suspect that any password has been known by, stolen, lost, or stolen by, or is under the control of, any unauthorized person; and/or if the CATS System.

12. 阁下应对阁下自己的行为、忽略、遗漏、欺诈或疏忽（包括但不限于未能妥善保护 CATS 系统或允许任何人阅读、进入或使用（视情况而定）任何密码或 CATS 系统）负责。如阁下对于 CATS 系统的使用不熟悉，可能因操作不当造成委托或下单失败或委托或下单错误，上述风险可能导致发生的损失应由阁下自身承担，本公司不予负责。

12. You are responsible for your own actions, negligence, omissions, fraudulent conduct, or lapses (including but not limited to failing to properly protect the CATS System or allowing others to read, access, or use (as applicable) any password or the CATS System). If you are unfamiliar with the use of the CATS System and due to improper operation, there is a risk of failed or incorrect orders or transactions, any losses arising from such risks shall be solely borne by you, and our company shall not be liable.

13. 阁下还应全权负责确保充分保护和备份阁下计算机内所有数据、信息和设备，并采取适当的预防措施来扫描任何病毒、恶意软件、间谍软件或其他破坏性元素并将其删除。阁下应避免在任何装上未经授权使用的应用软件或在已被盗版、破解或伪造设备上安装、进入或使用 CATS 程序。阁下在使用 CATS 程序时应及时并正确地遵循本公司的指示，并确保 CATS 程序已更新至最新版本并能够正常运行。在使用 CATS 程序时，阁下还应遵守本公司不时提供的《操作手册》和其它说明。

13. You are also fully responsible for ensuring the adequate protection and backup of all data, information, and equipment on your computer, and for taking appropriate precautions to scan for and remove any viruses, malware, spyware, or other destructive elements. You should avoid installing, accessing, or using the CATS System on any unauthorized or pirated, cracked, or counterfeit devices or applications. When using the CATS System, you must promptly and correctly follow our company's instructions and ensure that the CATS System is updated to the latest version and can operate normally. Additionally, while using the CATS System, you should comply with the "User Manual" and other instructions provided by our company from time to time.

14. 中信里昂和第三方许可人没有义务修正这项服务或 CATS 程序中的任何缺陷、错误，或以其他方式支持、维护、改进、更新或提升这项服务或 CATS 程序。除适用法律或法规另有要求外，中信里昂可以随时终止您使用这项服务，亦可（根据安全考虑、法规要求、市场状况或其他因素）在没有事先通知的情况下，在任何时候全权决定扩大、减少或暂停使用这项服务所允许的交易类型和/或金额、更改注册程序和与此相关的交易限额。此外，如果本

公司依据自身判断认为阁下使用 CATS 程序从事任何市场失当行为、干扰市场秩序活动或其它违反法律、法规、规章或其他规范性要求的活动，或阁下的交易行为影响本公司信息系统安全运行的，或监管机构要求本公司停止向用户提供 CATS 系统委托服务的，本公司有权立即停止用户 CATS 系统接入服务并不承担任何责任，由此产生的任何损失由阁下承担。

14. CITIC CLSA and Third-Party Licensors have no obligation to correct any defects or errors in this Service or the CATS System, nor to support, maintain, improve, update, or enhance this Service or the CATS System in any other way. Except as required by applicable laws or regulations, CITIC CLSA may terminate your use of this Service at any time, and (for reasons such as security considerations, regulatory requirements, market conditions, or other factors) may, at its sole discretion and without prior notice, expand, reduce, or suspend the types and/or amounts of permitted transactions for this Service, change registration procedures, and adjust related trading limits. Furthermore, if our company, based on its own judgment, believes that your use of the CATS System involves any market misconduct, activities that disrupt market order, or other activities that violate laws, regulations, rules, or other normative requirements, or if your trading activities threaten the security and proper operation of our information systems, or if regulatory authorities require us to stop providing order placement services through this system, our company has the right to immediately suspend your access to the CATS system without liability. Any losses resulting from such suspension shall be solely borne by you.

15. 本公司可能在事先以书面或电子方式通知用户后不时更新或升级 CATS 程序或交易系统，阁下应按照本公司的技术要求在规定的时间内配合做好更新或升级工作；因阁下未按本公司通知要求进行变更、升级的，由此发生的任何损失由阁下自行承担。

15. Our company may, from time to time, update or upgrade the CATS System or trading system after notifying the user in advance in writing or electronically. You should cooperate with the updates or upgrades in accordance with our company's technical requirements within the specified time. Any losses arising from your failure to make the required changes or upgrades as notified by our company shall be solely borne by you.

16. 阁下明白并同意，当阁下下载和/或使用 CATS 程序时：

16. You understand and agree that when you download and/or use the CATS System:

(a) 相关的系统会接驳到第三方许可人（位于香港以外地区）的电脑服务器/系统，而阁下的个人资料、其它资料（见下面（b）条）会被那些服务器/系统读取、处理和/或存储；

(a) The relevant system will connect to computer servers/systems operated by Third-Party Licensors (located outside Hong Kong), and your personal data and other information (see item (b) below) may be read, processed, and/or stored by those servers/systems;

(b) 本公司、第三方许可人均会透过使用 Cookie 和/或像素标签和/或系统日志来收集、传输、存储和使用有关阁下或阁下的授权人的个人资料、账户资料以及技术、所在位置、登录信息以及其他和阁下的设备、系统和应用软件以及外围相关信息，以便记录阁下的偏好设定、方便导航、更有效地显示信息、个性化阁下的体验，以及用于在线跟踪、客户关系管理、合规监控/检查和风险管理；

(b) Our company and third-party licensors will collect, transmit, store, and use personal data, account information, and related technical, location, login details, and other information related to you or your authorized persons through the use of cookies, pixel tags, and/or system logs. This is intended to record your preferences, facilitate navigation, display information more effectively, personalize your experience, and for online tracking, customer relationship management, compliance monitoring/auditing, and risk management ;

(c) 本公司、第三方许可人会识别阁下的设备，以协助阁下使用这项服务或应用程序；

(c) Our company and Third-Party Licensors will identify your device to assist you in using this Service or CATS System;

(d) 本公司也可能收集有关 CATS 程序使用情况的统计信息，以改善设计和功能，了解它的使用方式并协助本公司解决有关 CATS 程序/这项服务的问题；

(d) Our company may also collect statistical information about the usage of the CATS System to improve its design and features, understand how it is used, and assist in resolving related application/service issues;

(e) Cookies 可能进一步允许本公司选择阁下最可能感兴趣的广告或报价，并在阁下使用 CATS 程序/这项服务时显示它们；

(e) Cookies may further enable our company to select and display advertisements or offers most relevant to you during your use of the CATS System or this Service.

(f) 本公司可能还会在线上/程序广告中使用 Cookie，以跟踪对我们广告的反应并评估我们的营销活动的有效性；及

(f) Our company may also use cookies in online/programmatic advertising to track responses to our ads and evaluate the effectiveness of our marketing campaigns; and

(g) 中信里昂可以不时为上述目的将有关资料、数据转移到中国内地或其他司法管辖区。被跨境转移的数据可以根据适用于该司法管辖区的法律、规则和法规被披露、处理、存储或维护。 举个例，就这项服务相关的系统接驳到第三方许可人涉及的资料和数据会被转移到和存储于中国内地；被存储的资料和数据会受中华人民共和国（「中国」）法律管辖，并可被中国执法机构和监管机构查阅。 被跨境转移的数据可能不会享有香港法律赋予的同样的保障。 中信里昂与第三方许可人或其它实体或服务商订立的合同内关于查阅数据的限制（如适用），不能凌驾于中国法律、监管、行政要求。

(g) CITIC CLSA may transfer the relevant information and data described above to mainland China or other jurisdictions from time to time for these purposes. Data transferred across borders may be disclosed, processed, stored, or maintained in accordance with the laws, rules, and regulations applicable to that jurisdiction. For example, data related to the system connection to Third-Party Licensors involved in this Service may be transferred to and stored in mainland China; such stored data will be subject to the laws of the People's Republic of China ("**China**") and may be accessed by Chinese law enforcement and regulatory agencies. Data transferred across borders may not enjoy the same protections as provided under Hong Kong law. The restrictions on data access set out in contracts between CITIC CLSA and Third-Party Licensors, or other entities or service providers, where applicable, shall not override Chinese laws, regulations, or administrative requirements.

17. 作为本公司的客户，阁下明白并确认阁下通过使用这项服务/CATS 程序提交的个人资料，均受《通函》的内容所约束。

17. As a client of our company, you understand and confirm that the personal data you submit through the use of this Service/CATS System is bound by the terms of the "Circular."

18. CATS 系统的部分风控指标依赖于第三方信息提供的信息，此系统保证信息按照第三方日初交付的信息导入系统（以数据实际生成时间为准）。本公司对第三方信息的正确性、数据导入后的数据更新及历史数据修正不承担相应的责任。

18. Some of the risk control metrics in the CATS System rely on information provided by third parties. The CATS System ensures that the information is imported based on the data delivered by the third party at the initial date of delivery (based on the actual data generation time). Our company shall not bear any responsibility for the accuracy of third-party information, data updates after import, or corrections to historical data.

19. 阁下承诺会就中信里昂、其关联公司及相关人士的下述损失作出弥偿，使彼等免受损失：

19. You agree to indemnify CITIC CLSA, its associated companies, and related persons against any losses arising from:

(a) 就每项透过 CATS 系统进行的证券买卖而言，包括但不限于任何应付但未付的款项、利息及任何中信里昂因为阁下行为而招致的讼费及其他费用；

(a) Each securities transaction conducted through CATS, including but not limited to any payable but unpaid amounts, interest, and any legal fees and other expenses incurred by CITIC CLSA as a result of your actions.;

(b) 由于中信里昂向阁下提供这项服务而（直接或间接）招致的损失，包括中信里昂、其关联公司及相关人士因为执行阁下的指示和/或交易指令而招致的损失、费用（包括讼费）；  
及

(b) Losses (direct or indirect) incurred by CITIC CLSA arising from the provision of this Service to you, including losses, costs (including legal fees) incurred by CITIC CLSA, its associated companies, and related persons due to executing your instructions and/or trading orders; and

(c) 阁下违反本《使用条款》的义务/规定而招致的损失、费用（包括讼费）。

(c) Losses and expenses (including legal fees) incurred as a result of your violation of these "Terms of Use."

20. 阁下同意本公司可不经阁下事先同意或未事先通知的情况下不时修改本《使用条款》。此外，阁下亦同意自本公司采纳之日起对阁下具有约束力，并且通过在本公司的网站上显示或本公司认为合适的任何其他通知方式，将其视为阁下已阅读并知悉。阁下继续使用这项服务或 CATS 系统即构成阁下接受此类修改、增加或更改。阁下了解，如果阁下不同意这些使用条款或其修改、增加，删除、替换或补充，阁下将会被拒绝使用 CATS 系统和这项服务。

20. You agree that our company may, from time to time, modify this "Terms of Use" without prior consent from you or prior notice. Furthermore, you also agree that such modifications shall be binding on you from the date our company adopts them, and by displaying the revised terms on our company's website or through any other notification method deemed appropriate by our company, it shall be deemed that you have read and acknowledged them. Your continued use of this Service or the CATS System shall constitute your acceptance of such modifications, additions, or changes. You understand that if you do not agree to these Terms of Use or any of their modifications, additions, deletions, replacements, or supplements, your access to the CATS System and this Service will be denied.

21. 本使用条款受香港法律管辖并按其解释。《业务条款》中的管辖权条款也适用于本使用条款。

21. These Terms of Use are governed by and interpreted in accordance with the laws of Hong Kong SAR. The jurisdiction clause in the Terms of Business also applies to these Terms of Use.

22. 本使用条款的中文版本和英文版本有任何歧异，概以英文版本为准。

22. In the event of any discrepancy between the Chinese version and English versions of these Terms of Use, the English version shall prevail.

中信里昂證券有限公司

CLSA Limited

## 附录 1

## Appendix 1

## 《风险披露声明》

## 《Risk Disclosure Statement》

任何算法仅作为交易辅助工具，投资者使用算法交易存在如下风险：

**Any algorithm is only a trading aid, and investors using algorithmic trading are subject to the following risks:**

1. 阁下须留意CATS系统内可提供的股票算法的品种及使用时间。若有所更改，请留意CATS系统上的更新，我司将不再另外通知。

**1. You should pay attention to the types of stock algorithms available within the CATS System and their usage times. If there are any changes, please note the updates on the CATS System; our company will no longer provide separate notifications.**

2. 所占量比风险：对证券交易价格和交易量造成显著影响的交易行为很可能被交易所认定为异常交易行为，并因此被交易所采取警示、暂停或限制交易等措施，我司有权采取任何相应行动。建议阁下加强交易量比的风险控制，避免交易量占同时段市场交易量比重过高，我们建议该交易量比最好不超过 20%。

**2. Market share risk: Trading activities that significantly impact security prices and trading volumes are likely to be deemed abnormal trading behaviors by the exchange, which may result in warnings, trading suspensions, or restrictions by the exchange. Our company reserves the right to take any corresponding actions. You are advised to strengthen risk control related to market share and avoid excessive proportion of their trading volume relative to the total market volume during the same period. We recommend that this market share ratio ideally not exceed 20%.**

3. 热门股票风险：近期市场热门股票更可能出现价格和交易量的异常波动，不排除交易所对该类股票设置更严格的监控指标，建议针对该类股票的交易，不要使用算法交易策略。

**3. Popular stock risk: Recently, popular stocks in the market are more likely to experience abnormal fluctuations in price and trading volume. It is possible that the exchange may set stricter monitoring criteria for such stocks. It is recommended not to use algorithmic trading strategies when trading these stocks.**

4. 在中华通股票上的算法吃单时如出现价格异动可能导致撤单申报比或成交申报比超限，请关注客户端告警提示，并及时处理。

4. When using algorithmic order placement on China Connect stocks, if there is a price fluctuation, it may cause the cancellation or execution report ratio to exceed the limit. Please pay attention to client alerts and handle them promptly.

5. 各交易所交易规则不尽相同，价格范围亦有差异，使用算法时应避免出现价格异常大幅波动。如出现违规异常状况，我司有权采取相对应行动。

5. The trading rules vary across different exchanges, and there are differences in price ranges. When using algorithms, efforts should be made to avoid significant abnormal price fluctuations. In case of violations or abnormal situations, our company reserves the right to take appropriate actions.

6. 交易链路中断算法会自动停止，并弹出窗口警示，请关注客户端告警提示，并及时处理。

6. If the trading connection is interrupted, the algorithm will automatically stop, and a warning window will pop up. Please pay attention to client alerts and handle them promptly.

7. 行情及相应市场指数的行情中断算法会暂停交易，并弹出窗口警示，若行情恢复算法会继续交易，请关注客户端告警提示，并及时处理。

7. Market data and corresponding market indices interruption algorithms will pause trading and display warning windows. If the market data recovers, the algorithms will resume trading. Please pay attention to client alerts and handle them promptly.

8. 在使用算法进行实际交易之前，请先在测试环境试用，了解其使用方式和功能特点。避免初次使用时误操作、或执行结果与预期不一致。初次使用任何算法需承担该风险。

8. Before using algorithms for actual trading, please first trial them in a simulated environment to understand their usage and functional features. This helps to avoid misoperation or results that differ from expectations during initial use. You should bear the risks associated with first-time use of any algorithm.

9. 如本算法交易被监管机构或交易所认定为不适当的程序化交易，我司有权在电话或书面通知阁下后停止投资者使用该算法交易，由此引发的投资损失由阁下自行承担。

9. If this algorithmic trading is deemed inappropriate automated trading by regulatory authorities or the exchange, our company has the right to stop you from using this algorithmic trading after notifying the investor by phone or in writing. Any resulting investment losses shall be solely borne by you.

10. 阁下应严格遵守境内外证券市场法律法规和交易所业务规则的规定，合法合规参与证券交易，不出现影响证券市场正常交易秩序的异常交易行为，如阁下出现异常交易行为而被监管机构书面警示或者暂停、限制阁下的账户交易，阁下应主动配合交易所及我司采取相应措施。阁下须自行承担违规交易的法律后果。

10. You shall strictly comply with the laws and regulations of domestic and overseas securities markets and the rules of the exchanges, participate in securities trading in a legal and compliant manner, and avoid engaging in abnormal trading behaviors that disrupt normal trading order in the securities market. If your abnormal trading behavior results in a written warning, suspension, or restriction of your trading account by regulatory authorities, you shall actively cooperate with the exchanges and our company to take corresponding measures. The legal consequences of any illegal trading shall be solely borne by you.