



Terms and Conditions for Mox Invest (Schedule 4 to the General Terms and Conditions)

(Applicable to all customers to whom we provide Mox Invest)

We will make changes to this Schedule 4 from time to time. We will give you notice of the changes if you have Mox Invest. We need not notify any customer who does not have Mox Invest of any changes to this Schedule 4.

1. Definitions

Capitalised or otherwise defined terms have the meanings given in the General terms and conditions (including the other schedules thereto) unless the context requires otherwise. In addition:

- (a) **“Broker”** means any person appointed by us to accept, execute, clear and settle Mox Invest Transactions and provide all services related or incidental to such brokerage services. A Broker appointed by us may also provide nominee and/or custodian services.
- (b) **“Charged Securities”** means all Securities which are in or will come into the possession, custody or control of Mox, the Broker or any nominee, on your behalf from time to time and for any purpose, and includes any distributions, rights or claims arising from or relating to such Securities.
- (c) **“Mox”, “we”, “us”, “our”** means Mox Bank Limited (CE number: BNO808), having its registered office and principal place of business at 39/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong. Mox is registered with the SFC to carry on certain regulated activity under the SFO.
- (d) **“Mox Invest”** means the service provided by Mox to you of purchasing, selling or otherwise dealing in Securities (collectively, **“Securities Trading”**) on your behalf on Instructions given by you, and all related or incidental services, in accordance with this Schedule 4.
- (e) **“Mox Invest Account”** means the account opened and maintained by Mox for you comprising of:
 - (i) a deposit account designated for holding funds intended for the settlement of your Mox Invest Transactions, receiving income, dividends and other payments in relation to any Securities, and payment of any fees and charges incurred in connection with your Mox Invest Transactions and use of Mox Invest, and
 - (ii) an account for recording any Securities that are held on your behalf.
- (f) **“Mox Invest Transaction”** means any Securities Trading transaction entered into using Mox Invest in accordance with this Schedule 4.
- (g) **“order”** means Instructions to purchase or sell Securities.

- (h) “**non-U.S. Person**” means a person that is not a U.S. Person.
- (i) “**Relevant Overseas Market**” means any relevant stock exchange, trading centre or organised market outside of Hong Kong on which Securities available for Securities Trading using Mox Invest are listed or traded.
- (j) “**Securities**” has the meaning given in Part 1 of Schedule 1 to the SFO and includes Securities listed or traded on SEHK or any Relevant Overseas Market such as a U.S. Exchange, and mutual funds, unit trusts or other collective investment schemes (or individual share classes or units therein) which in each case have been authorised by the SFC that are available on the Mox app from time to time (“**Funds**”).
- (k) “**SEHK**” means The Stock Exchange of Hong Kong Limited.
- (l) “**SEHK Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and/or the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited (as applicable).
- (m) “**SFC**” means the Hong Kong Securities and Futures Commission.
- (n) “**SFO**” means the Securities and Futures Ordinance (Cap. 571 of the laws of Hong Kong).
- (o) “**U.S.**” means the United States of America, its states, territories and possessions and the District of Columbia.
- (p) “**USD**” means “United States dollars”.
- (q) “**U.S. Exchange**” means a U.S. stock exchange, trading centre or organised market on which U.S. Securities available for Securities Trading using Mox Invest are listed or traded, including but not limited to, NASDAQ, New York Stock Exchange (NYSE), NYSE American (AMEX), NYSE ARCA and BATS Global Exchange.
- (r) “**U.S. Person**” means any one or more of the following (unless, in the case of (i) to (iii), applicable laws, rules and regulations provide that such person is not subject to the federal income taxation of U.S. on his worldwide income):
 - (i) a citizen of U.S.;
 - (ii) a person who is not a citizen or national of U.S. and who meets either the “green card” test or the “substantial presence” test under the Internal Revenue Code of 1986, as amended, and/or any other applicable laws, rules and regulations for the calendar year;
 - (iii) a person electing to be treated as a tax resident of U.S.; and
 - (iv) any other person that is subject to the federal income taxation of U.S. on his worldwide income regardless of its source.

We reserve the right to amend this definition of “U.S. Person” as may be necessary to conform to applicable law and authoritative interpretation of this term.

- (s) **“U.S. Securities”** means Securities that are listed for quotation or quoted only on a Relevant Overseas Market that is a U.S. Exchange that are available on the Mox app from time to time.
- (t) **“U.S. Securities Trading”** means Securities Trading in U.S. Securities using Mox Invest.

2. Mox Invest Terms

- (a) You may apply to use Mox Invest for Securities Trading. We may allow you to use Mox Invest in our absolute discretion.
- (b) As well as our General Terms and Conditions and preceding Schedules, you agree that you are also bound by this Schedule 4 when you apply to use Mox Invest and each time you use Mox Invest, and that you have read and understood the Risk Disclosure Statements in clauses 50 and 56 below and accept the risks associated with Securities Trading and using Mox Invest. For the purposes of Mox Invest, the terms in this Schedule 4 will take priority in the event of any inconsistency with any terms in the General Terms and Conditions and the preceding Schedules.
- (c) In addition to the terms in clause 3 of the General Terms and Conditions, you agree that we act as your agent in relation to Mox Invest and your Mox Invest Transactions. We do not act as a fiduciary.

3. Your Mox Invest Account

- (a) Once we approve your application for Mox Invest, we will notify you and open a Mox Invest Account in your name in the Mox app. You can then use the Mox app to transfer funds from your Mox Account or any Goal account to your Mox Invest Account (and vice versa) and start Securities Trading using Mox Invest. Your Mox Invest Account can only be used in connection with Mox Invest.
- (b) Clause 1 of Schedule 1 to the General Terms and Conditions applies to the operation of your Mox Invest Account. Deposits in your Mox Invest Account will earn interest in accordance with clause 6 of Schedule 1 to the General Terms and Conditions. You can exchange funds in your Mox Invest Account in accordance with clause 7 of Schedule 1 to the General Terms and Conditions.
- (c) If your Mox Invest Account becomes overdrawn, you owe us the overdrawn amount and you need to immediately deposit funds into your Mox Invest Account so that your Mox Invest Account is no longer overdrawn. If you don't do this, we may take funds out of your other Mox accounts to settle the overdrawn amount. You are responsible for paying us any overdrawn amount even if your Mox Invest Account is closed. We may also charge you fees and/or interest while your Mox Invest Account remains overdrawn. You can see details of such fees and interest in the Mox app and/or our website.

- (d) You are responsible for protecting your Mox Invest Account, including in accordance with the 'Terms and conditions for use of the Mox app' and 'PART C: Terms for one-time password for online payments' of Schedule 1 to the General Terms and Conditions. You will immediately notify us of any unauthorised access or use of your Mox Invest Account. You remain responsible for all Mox Invest Transactions entered into using your Mox Invest Account. We are not liable for any losses incurred or suffered by you as a result of any third party accessing or using your Mox Invest Account, unless caused by our fraud, wilful default or negligence.

4. Suitability

- (a) If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of these terms or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause 4.
- (b) Other than as expressly set out in these terms, you agree that we are not obliged to give you any advice on Securities selection. Nor will we provide discretionary management services to you under these terms. You acknowledge that Mox personnel are not authorised to solicit orders or provide trading, investment, tax or other advice in connection with your use of Mox Invest, and we therefore do not assume any related duty of care or obligation other than as set out in clause 4(a) above.
- (c) Merely providing market insights or marketing or promotional materials relating to Mox Invest for general information purposes on the Mox app or our website does not constitute an offer, recommendation or solicitation to purchase or sell Securities and should not be interpreted as such. In this respect, you understand and acknowledge that the presentation of Securities available for investment and any categorisation of investment themes and/or sectors on the Mox app or our website is not intended to be and does not constitute a solicitation or recommendation of any such Securities and we make no assurance that any such Securities (whether taken alone, in any combination or all collectively) are suitable for your needs.

5. Your Instructions

- (a) You have instructed us and authorise us to:
- (i) purchase and sell Securities for you and otherwise deal with Securities, any amount received in connection with Securities and the funds held in your Mox Invest Account upon Instructions given by you in accordance with this Schedule 4;
- (ii) act as your agent in connection with the purchase, sale, registration, withdrawal or collection of Securities or distributions from Securities, and the exercise of any rights or claims arising from or relating to Securities, including dividends, rights issues or other corporate actions;

- (iii) instruct the Broker, any nominee or other agent appointed by us in accordance with clause 6 below to make suitable arrangements for execution and completion of any Mox Invest Transaction and the holding and transfer of Securities; and
- (iv) provide you with information you request from time to time on the prices of or other information relating to Securities available for Securities Trading using Mox Invest, including Market Data (see clause 21 below). We are not obliged to translate such information or ensure that it is true and accurate where it is independently prepared by a third party.
- (b) You may give us Instructions in relation to Mox Invest via the Mox app or by any other means we may specify. We may rely on such Instructions and are not required to verify the identity or authority of any person who gives us Instructions by such means. For the avoidance of doubt, you acknowledge that clause 4 of the General Terms and Conditions also applies to any Instructions given by you in relation to Mox Invest and we have the absolute discretion to determine whether to accept and act on any Instruction given by you. We are not liable for the consequences of any refusal to accept, or delay in acting on, any Instruction given by you unless caused by our fraud, wilful default or negligence.
- (c) We, the Broker, any nominee or other agent are authorised and entitled (but not bound) to act on or take such steps (including the execution of documents and to make representations and confirmations as may be required) as we may in good faith consider appropriate in connection with or in reliance on any Instructions given by you in accordance with these terms, regardless of any delay, error, interruption or suspension. You will be bound by any Mox Invest Transaction, dealing or other act or omission taken by us, the Broker, any nominee or other agent in connection with your Mox Invest Account in reliance on Instructions given by you. Neither we, the Broker nor any nominee or other agent are liable for any loss incurred or suffered by you in connection with us acting upon such Instructions.
- (d) Prior to giving Instructions to sell any Securities, you will notify us of any legal restriction on the transfer of such Securities, including under the Securities Act of 1933 (U.S.), and will provide the necessary documents to satisfy legal transfer requirements. You are responsible for any delay, expense and loss associated with the compliance or failure to comply with any transfer restrictions.
- (e) You agree that Instructions to purchase or sell Securities (orders) may be partially executed if they cannot be fully executed. If your Instructions cannot be executed or executed in full, we are under no obligation to notify you immediately.
- (f) Where we require a response from you, you acknowledge that your failure to respond within any timeframe specified by us may result in us being unable to act upon your Instructions.
- (g) You agree that we may record all telephone conversations with you in order to verify your Instructions. We may also maintain records of Instructions received from you via the Mox app or any other means that we may specify. In case of a

dispute, you agree to accept the contents of any such telephone recording or Mox app or other record as final and conclusive evidence of your Instructions.

- (h) You agree that where Instructions are given via the Mox app in connection with your use of Mox Invest, we have no responsibility for, and are not liable for any loss incurred or suffered as a result of, any delay, failure, error, interruption or suspension in the transmission or communication of any such Instructions or any information on prices, or the mistaken receipt of any such Instructions by any other party, unless caused by our fraud, wilful default or negligence.
- (i) You agree to indemnify Mox and its officers and employees, the Broker, and any nominee or other agent, against any loss or liability that any of them may incur or suffer as a result of any of them acting on, or any delay or failure by any of them to act on, any Instruction given by you, unless caused by their fraud, wilful default or negligence.

6. Appointment of Brokers, nominees and other agents

- (a) We may use the services of Brokers, nominees and other agents, including custodians, correspondents, networks, stock exchanges, markets, clearing houses and other market infrastructure to perform any services in relation to Mox Invest, including brokerage, nominee and custodian services. Such Brokers, nominees and other agents may be an affiliate of Mox or other third party and may be acting as agent or principal. Such Brokers may use another broker, dealer or an affiliate to execute orders.
- (b) In addition to the terms in clause 14 of the General Terms and Conditions, you authorise us to negotiate and agree for and on your behalf the appointment of such Brokers, nominees and other agents, all arrangements in respect of such services, and to terminate and replace any such appointments and arrangements at our absolute discretion.
- (c) We will use reasonable care in the selection and appointment of such Brokers, nominees and other agents, but to the extent permitted by any law or regulation, we are not responsible or liable for their acts, omissions or insolvency. You acknowledge and accept the risk of loss or failure in completion of Mox Invest Transactions in the event of the default or failure of such Brokers, nominees or other agents in fulfilling their roles, or their winding up or cessation of business.
- (d) Neither Mox nor its affiliates, nor such Brokers, nominees or other agents, are obliged to account to you for any commissions, rebates, fees, price improvement, payments, goods, services or other benefits, including soft dollars, obtained in connection with the arrangements referred to in this clause 6. You agree to pay their fees, charges and commission and indemnify Mox and its officers and employees against their claims.
- (e) You acknowledge and agree that to the maximum extent permitted by applicable law, you are jointly and severally liable with us to such Brokers, nominees and other agents for all obligations to be performed by us in respect of any Mox Invest Transaction conducted by us as agent for and on your behalf.

7. Funding of purchases

- (a) You authorise us to take out of your Mox Invest Account at any time (including ahead of settlement of a Mox Invest Transaction), without further Instructions from you:
 - (i) the relevant amount, including the purchase price, to be paid by you in relation to your Mox Invest Transactions; and
 - (ii) all taxes, fees, disbursements, commission, charges and expenses payable by you under this Schedule 4 or in respect of your Mox Invest Transactions or the holding or transfer of Securities.
- (b) You undertake and warrant that there will be sufficient funds available in the relevant currency in your Mox Invest Account at all times to satisfy all payments due in respect of any Instructions given by you. The funds from an unsettled Mox Invest Transaction that is a sell transaction can be used to fund any new Securities purchase order in real time, except in the case of a Mox Invest Transaction that is a sell transaction of a Fund (for which only settled funds can be used to fund any new Securities purchase). At any time after we receive Instructions to purchase Securities, we may place a hold on the amount of funds in your Mox Invest Account estimated by us to be required to satisfy all amounts payable by you. Our rights are not affected if we do not do so.
- (c) Regardless of any term of any other agreement between you and Mox, we are authorised:
 - (i) to delay and/or refuse to honour any payment debited against your Mox Invest Account during any period between the time we receive Instructions from you to purchase Securities, and the payment of funds in respect of such purchase; and
 - (ii) to apply funds in your Mox Invest Account in settlement of any amounts payable in respect of a purchase of Securities in priority to any other proposed application of such funds.
- (d) We will credit to your Mox Invest Account all funds received by us on your account from the sale of Securities held on your behalf, less any amount that remains payable by you in connection with the sale or the Securities. We may take any Securities or funds out of your Mox Invest Account that were wrongly put in your Mox Invest Account and adjust your Mox Invest Account to correct any error. You agree that if we fail to receive payment for all or any part of any amount due to be paid to you for any sale of Securities on the due date for payment, we will only be obliged to pay you the amount actually received by us and that we have no duty to ascertain, and are not responsible for, the adequacy of the compensation you receive. You agree that we are only obliged to deliver any Securities purchased by you if we actually receive them from the other party.

8. Default in funding

- (a) Unless otherwise agreed between you and Mox, you agree that if in our reasonable opinion there are or will be insufficient funds in the required currency, or insufficient Securities, available in your Mox Invest Account to settle a Mox Invest Transaction, we are authorised (but not obliged):
- (i) in the case of a Mox Invest Transaction involving a purchase of Securities, to transfer or sell such purchased Securities, convert funds (at our prevailing exchange rate at the time of the exchange) held in any other currency in your Mox Invest Account and/or transfer funds from any of your other Mox accounts (and, if necessary, convert such funds (at our prevailing exchange rate at the time of the exchange) held in any other currency), without further Instructions to satisfy your liabilities and obligations to us, and we are not liable for any loss or cost suffered or incurred by you, and you agree to indemnify us in respect of any loss we reasonably incur, as a result of us doing so;
 - (ii) in the case of a Mox Invest Transaction involving a sale of Securities, to borrow and/or purchase such sold Securities on your behalf without further Instructions to satisfy your liabilities and obligations to us, and we are not liable for any loss or cost suffered or incurred by you, and you agree to indemnify us in respect of any loss we reasonably incur, as a result of us doing so; or
 - (iii) in either case, not to act on the relevant Instruction and we need not notify you of this.
- (b) You authorise us and the Broker to part with possession and/or control of Securities for the exercise of any lien or charge under this Schedule 4 or the General Terms and Conditions, or in relation to any sale of Securities permitted by this Schedule 4, including any sale to realise funds to make any payment due to us under this Schedule 4. You agree to indemnify us against any loss or liability that we may incur or suffer as a result of your failure to meet your obligations by the settlement dates for your Mox Invest Transactions as required.

9. No margin or credit facilities

Your Mox Invest Account is for cash Securities Trading only. Nothing in these terms obliges us or any Broker to grant or maintain any margin or credit facilities for you.

10. Registration and safekeeping of Securities

- (a) We will register Securities acquired for you in the name of Mox or a nominee (such nominee may include the Broker or any other nominee providing nominee and/or custodian services), or we (or the Broker) may deposit such Securities with, or hold such Securities in (as relevant):
- (i) the Central Clearing and Settlement System (“**CCASS**”), subject to and in accordance with CCASS Rules;
 - (ii) a custodian or any other Securities depository on such terms as it customarily operates;

- (iii) a designated account with an authorised institution or other institution approved by the SFC where such Securities will be deposited for safe custody at your own cost; or
 - (iv) accounts maintained with Fund managers.
- (b) The Broker or a nominee will hold Securities registered in its name as the nominee of Mox. The Broker/nominee will designate all such Securities as held by it to the order of Mox and we will identify such Securities as being held by the Broker/nominee for our customers who are the beneficial owners. We will record in your Mox Invest Account the Securities held on your behalf. We may reject any Securities for safe custody and may at any time require any Securities to be withdrawn from custody.
- (c) Any obligation on Mox or the Broker to deliver, or to hold in safe custody, Securities purchased or acquired on your behalf will be satisfied by the delivery, or the holding, of Securities that are identical to such Securities in terms of number, class, denomination, nominal amount and rights attached (subject to any capital reorganisation which may have occurred in the meantime affecting such Securities).
- (d) Securities held for safekeeping in accordance with this clause 10 are held at your sole risk and may be held outside of Hong Kong. Neither Mox nor the Broker nor any nominee is responsible for or liable in respect of any loss incurred or suffered by you in relation to such safekeeping, unless caused by their fraud, wilful default or negligence.

11. Withdrawals

- (a) As soon as reasonably practicable after you have given us an Instruction to withdraw Securities (where withdrawal of Securities is available) and/or funds, we will:
- (i) procure the registration of the Securities specified in your Instructions in your name or your nominee's name. Such Securities will cease to form part of your Mox Invest Account upon such registration; and/or
 - (ii) transfer such cash amount as specified in your Instructions from your Mox Invest Account to your Mox Account or any Goal account. Such transfer will discharge our obligation to make payment to you.
- (b) Our obligations in clause 11(a) above are subject to the other provisions of these terms and in particular clause 26 below and to our right to require that prior to any withdrawal you discharge in full all sums or actual or contingent liabilities owed by you to us. We may, without your Instructions or notice to you, discharge any such liabilities out of any credit balance in your Mox Invest Account, your Mox Account or any Goal or other account, or require payment to be made by you, prior to implementing any registration or transfer.

- (c) Fractional shares are not transferable to another broker and will need to be liquidated before transfer, which may have tax consequences and will result in commission charges.

12. Securities deposits

- (a) You may request that we accept delivery or a transfer of Securities. We will not be obliged to accept any such request but, if we do, the Securities delivered or transferred will be held as part of your Mox Invest Account subject to these terms as if they were acquired by us on your behalf. You will execute such instruments of transfer and/or other documents as may be required to transfer the Securities to your Mox Invest Account and register them in our name or the name of a nominee (such nominee may include the Broker or any other nominee providing nominee and/or custodian services), or to deposit and hold them in CCASS or any other Securities depository, or to deposit and hold them in a designated account with an authorised institution or other institution approved by the SFC where such Securities will be deposited for safe custody at your own cost.
- (b) Any Securities delivered by you or your transfer agent to us will be free from any lien, charge, claim or other encumbrance or restriction other than a lien imposed on all Securities by the applicable clearing house or Securities depository. These restrictions may include:
 - (i) the volume limitations and manner of sale limitations set out in Rule 144 of the Securities Act of 1933 (as may be amended from time to time);
 - (ii) any requirement to obtain consent from any person or entity for a sale, assignment or other transfer of such Securities;
 - (iii) any limitation on the type or status of any purchaser, assignee or transferee of such Securities;
 - (iv) any requirement to deliver any opinion of counsel, notice or other documentation to the issuer, registrar or any other person prior to a sale, assignment or other transfer; and
 - (v) any registration or qualification requirement or prospectus delivery requirement pursuant to applicable Securities laws.

13. Trading limits

We may set and amend limits and parameters to control your ability to use Mox Invest in our absolute discretion. Such limits and parameters may include controls over maximum order amounts, maximum order sizes, our total exposure to you, the price at which orders may be submitted, the origin of your orders and any other limits, parameters or controls which we may be required to implement under any applicable law or regulation. You undertake to comply with such limits and parameters. Orders will be accumulated over the trading day and we will check all orders received by whatever means of communication against the trading limits set by us from time to time.

14. Mox Invest availability

- (a) The availability and proper functioning of Mox Invest depends on many variable circumstances, including the availability and proper functioning of the internet, SEHK, any Relevant Overseas Market, the Mox app and the Broker's order-routing system. You acknowledge and accept the inherent risks in Mox Invest being provided via the Mox app over the internet or electronic networks and the use of computer-based systems by the Broker, including for the order routing, execution, matching, registration and clearing of Mox Invest Transactions.
- (b) In particular, you acknowledge and accept the risks set out under 'Risk of system and component disruption or failure' in the Risk Disclosure Statement in clause 50 below and that:
 - (i) access to Mox Invest may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons;
 - (ii) your Instructions may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the internet;
 - (iii) there may be a time lag in data transmission and your Instructions may not be executed or may be executed at prices different from those prevailing at the time your Instructions were given;
 - (iv) communications and your information may be accessed by unauthorised third parties; and
 - (v) in the event of any system disruption or failure, it is possible that, for a certain time period, you may not be able to give us new Instructions, and we may not be able to execute existing Instructions or modify or cancel Instructions that were previously given to us. Such disruption or failure may also result in loss of orders or order priority.
- (c) You acknowledge and accept that the computer-based systems used by the Broker and any trading platform (including SEHK and any Relevant Overseas Market) to which your order may be routed for execution, and the services provided by the Broker, may be provided on an "as is" and "as available" basis. You agree to and accept such limitations. You agree to maintain alternative trading arrangements in addition to Mox Invest in case Mox Invest or the Broker's systems are unavailable for any reason.
- (d) We may in our absolute discretion and without giving you prior notice, or any reason, prohibit or restrict your ability to use your Mox Invest Account and enter into Mox Invest Transactions. We are not liable for the consequences of us taking any such action unless caused by our fraud, wilful default or negligence.
- (e) You agree that Mox and the Broker are not liable for any loss incurred or suffered by you by reason of any delays, errors or inaccuracies in the transmission or communication of Instructions, or interruptions of service or failures of performance of Mox Invest, any system used by the Broker, any trading platform (including SEHK and any Relevant Overseas Market), or the services provided

by the Broker, or any other cause or causes beyond our reasonable control, including government restrictions or suspension of Securities Trading, unless caused by our fraud, wilful default or negligence.

15. Execution of Mox Invest Transactions

- (a) You are responsible for trading in accordance with any rules or policies applicable to your order (e.g. trading hours, order types etc) and any cut-off times applicable to a Mox Invest Transaction as displayed in the Mox app. You acknowledge and accept the risks associated with after-hours trading and order placement, including those set out in the Risk Disclosure Statements in clauses 50 and 56 below. We are not responsible for ensuring the execution of orders at limit prices if the order's transmission is delayed or is otherwise affected by data communication failure.
- (b) We may transfer to you Securities owned or held by us or any of our affiliates when you purchase Securities or acquire or purchase your Securities for our own account or for account of an affiliate when executing any sale for you. We will act as principal in such circumstances and as an agent (in the capacity of a broker) and not as principal thereafter.
- (c) We may aggregate your order with other orders, including our own and orders for other customers, provided this will not result in your order being executed at a less favourable price than if it had been executed individually. We will ensure that aggregated orders are allocated fairly. To the extent permitted by applicable law, Mox and the Broker may reasonably determine the priority of execution of your orders, and you have no claim of priority to any other customer of Mox or the Broker.
- (d) Paragraphs (d), (e) and (f) of this clause apply only in respect of those Securities listed or traded on SEHK or any Relevant Overseas Market (such as a U.S. Exchange) which are offered by Mox for Securities Trading from time to time ("**Listed Securities**"). Orders are submitted to the Broker's high-speed best execution order routing system, which is designed to optimise execution price, speed and total cost of execution for stocks. The Broker constantly changes and enhances its order routing system to adapt to changes in markets, new exchanges, new trading rules, etc. It is Mox's policy to require the Broker to source the best terms available at the time of the order (taking into account price, transaction cost, speed and likelihood of execution, size and nature of the order and any other relevant considerations) and seek to immediately execute the order electronically in order to achieve optimal execution, so as to enable Mox to satisfy its best execution obligations under applicable law. For Securities traded on multiple markets, the Broker's order routing system continually scans competing market centers and automatically seeks to route orders to the best market, taking into account one or more of the following factors when placing your order:
 - (i) quote price;
 - (ii) sequence in which the Broker receives orders;

- (iii) speed of execution and/or settlement;
 - (iv) likelihood of execution and/or settlement;
 - (v) quote size;
 - (vi) nature of your order;
 - (vii) transaction fees;
 - (viii) rebates;
 - (ix) opportunity for price improvement (price improvement occurs when an order is executed at a price more favourable than the displayed national best bid and offer); and
 - (x) other relevant considerations.
- (e) The Broker's order routing system continually re-evaluates market conditions and prices for pending orders and dynamically re-routes orders as necessary. Unless otherwise directed, you agree that the Broker will route your orders to the market or dealer or institutions which it selects, or against one or more professional liquidity providers who send orders to the Broker.
- (f) You acknowledge that the Broker may receive commission for the execution of your orders and generally passes the amount (or approximate amount) of the benefit to Mox. Mox may also receive a fixed per-share rebate, add-liquidity rebate and certain other rebate payments (where available) from the Broker. You agree that Mox and the Broker are not obliged to account to you for any such commissions or rebates.
- (g) You acknowledge that all orders will be executed at the then current market price and Mox and the Broker do not represent to you that we will be able to execute your order in full, in part or at all, or at the prices quoted at any specific time by way of an automated quotation system or otherwise, "at best" or "at market". You accept and acknowledge that:
- (i) Mox and the Broker may not have access to every market at which a particular Security may trade;
 - (ii) prices of Securities fluctuate and market centres may fail or refuse to honour their quoted or posted prices;
 - (iii) your order may be re-routed out of automated execution systems for manual handling, in which case execution of your order may be substantially delayed;
 - (iv) other orders placed by other market participants at another market may trade ahead of your order; and

- (v) applicable rules, laws, regulations, market policies, policies, procedures, decisions or system delays or failures may prevent or delay execution of your order.
- (h) You agree in any event to be bound by any Mox Invest Transactions executed on your behalf, and that we are not liable for any loss arising from our failing, or being unable to comply, in full, in part or at all with any terms of an order unless caused by our fraud, wilful default or negligence.
- (i) You acknowledge that we may not be able to cancel or modify an order upon your request. You are responsible for and agree to be bound by any Mox Invest Transactions executed on your behalf regardless of any request by you to cancel or modify an order.
- (j) We reserve the right to cancel, reject or adjust any order or Mox Invest Transaction, or to take any other action that we determine necessary, acting reasonably, in response to potentially fraudulent or illegal activity in relation to your Mox Invest Account. We are not liable for the consequences of exercising this right unless caused by our fraud, wilful default or negligence.
- (k) Good-til-Cancel Orders will remain valid until they are executed or cancelled (either automatically or voluntarily). Day Orders will lapse at the end of the official trading day of SEHK or any Relevant Overseas Market on which the Securities are listed or traded if not executed by that time. Any order received after the close of trading on SEHK or the Relevant Overseas Market (as applicable) will be carried forward to the next trading day of SEHK or the Relevant Overseas Market (as applicable).
- (l) In the event orders are confirmed by the Broker as executed, and they are later cancelled by SEHK or any Relevant Overseas Market, trading network or regulatory authority, the Broker confirmed order will also be deemed cancelled.
- (m) In respect of Listed Securities, upon your request, we will obtain from the Broker and share with you the information regarding the identity of the market center to which your orders were routed in the six months prior to the request and the time of the transaction, if any, that resulted from such order. U.S. Securities and Exchange Commission rules require the Broker to make publicly available quarterly reports describing its order routing practices. We can provide you with such reports upon your request.

16. New issues of Securities

In the event you give Instructions to us to apply for Securities in a new issue of Securities for listing on SEHK or any Relevant Overseas Market, and we accept such Instructions, you:

- (a) authorise us to make such application on your behalf;
- (b) warrant that such application is solely for your benefit;

- (c) warrant that the application for Securities to be made by us is, and will be, the only application made or intended to be made for your benefit and no other application will be made by you, and you authorise us to represent, warrant and disclose the same to SEHK or the Relevant Overseas Market (as applicable);
- (d) acknowledge that the representations, warranties and disclosure referred to above will be relied upon by us in making the application and by the issuer of the Securities in deciding whether or not to allot Securities to us on your behalf; and
- (e) agree to indemnify and hold harmless Mox and its officers, employees and agents in full against any and all reasonable losses, damages, claims, liabilities, costs or expenses arising out of or in connection with any breach of the warranties given in this clause 16 or any authorisation being incorrectly given.

17. Short Sales

You agree that all your sell orders will be “long” sale orders, i.e. you represent that you own the Securities and have forwarded them to us. You will inform us immediately if that is not the case. You acknowledge that we will not accept an Instruction to sell Securities which you do not own i.e. an order that is a “short” sale. We will not be responsible to you for identifying whether an Instruction is to sell short.

18. Contract notes and statements

- (a) We will provide you with contract notes or statements relating to your Mox Invest Transactions and account statements of your Mox Invest Account in accordance with clause 5 of the General Terms and Conditions, the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules, the SEHK Rules or the rules of any Relevant Overseas Market, unless we are not required by such rules to provide such contract notes or statements.
- (b) In addition to the terms in clause 5 of the General Terms and Conditions, you agree and undertake to examine such contract notes and statements. If you think there is an error, you must notify us with details of the error within 90 days from the date of the contract note or statement. If you do not notify us, then unless the error arises from our fraud, wilful default or negligence:
 - (i) the contract note and statement will be regarded as correct, conclusive and binding on you, including as to the price at which any particular order has been executed; and
 - (ii) you will have waived any right to raise any objection or pursue any remedies against us in relation to that contract note or statement and the Mox Invest Transactions referred to in therein.

19. Confirmations

- (a) We will not be deemed to have accepted or executed your Instructions until you have received an acknowledgement or confirmation (whether through the Mox app or the Internet, by text message, in writing or by telephone). We will

endeavour to confirm promptly with you the essential features of your Mox Invest Transactions.

- (b) You agree that confirmations of executions or cancellations of Mox Invest Transactions may be delayed or erroneous (e.g. due to computer system issues or inaccurate reporting), or may be cancelled or adjusted by Mox, the Broker, SEHK, or any Relevant Overseas Market or dealer. You agree that you will notify us immediately, but in any event within no more than one business day, if:
 - (i) you fail to receive an accurate confirmation of an execution or cancellation;
 - (ii) you receive a confirmation that is different to your order; or
 - (iii) you receive a confirmation for an order that you did not place.
- (c) If you fail to notify us in accordance with clause 18(b), we reserve the right to either remove the Mox Invest Transaction from your Mox Invest Account or require you to accept it, in our absolute discretion, and we will not incur any liability for the handling, or any mishandling or loss of any order or other Instructions, unless caused by our fraud, wilful default or negligence.

20. Electronic communications

- (a) In addition to the terms in clause 11 of the General Terms and Conditions, you agree that to the extent permitted by applicable law, we may provide you with any contract notes, other confirmations, account statements, tax information, proxy materials and other customer records and communications (“**Electronic Communications**”) in electronic form.
- (b) You agree and consent to receiving Electronic Communications through electronic means, including through the Mox app, or by telephone, email, text message or push notification. You are responsible for ensuring that you can receive Electronic Communications through such electronic means. Your consent under this clause 20(b) will apply on an ongoing basis and for every tax year while you have a Mox Invest Account. Any Electronic Communications sent by such electronic means shall be deemed to be a valid and effective notice to you.
- (c) We are not liable for any delay or failure to send, transmit, receive, confirm or acknowledge any Electronic Communications or any error or incompleteness of any Electronic Communications, unless caused by our fraud, wilful default or negligence.

21. Market data

- (a) You acknowledge that any quotes on the price of Securities and any other information relating to Securities and Securities markets, including (but not limited to) news reports, analysts’ reports and research (“**Market Data**”) provided via the Mox app (or such other means as we may specify) are provided by one or more independent third parties.

- (b) Market Data made available by Nasdaq, Inc. is subject to the following disclaimer:

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- (c) You warrant and represent that you are a **“Non-Professional Subscriber”**, meaning that (unless we have otherwise agreed with you in writing):
- (i) you are not registered or qualified in any capacity with the United States Securities and Exchange Commission, Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association, or with any international securities agency or self-regulatory body;
 - (ii) you are not engaged as an “investment advisor” as that term is defined in Section 202(a)(11) of the United States Investment Advisors Act of 1940 (whether or not registered or qualified under that Act);
 - (iii) you are not employed by a bank or other organisation exempt from registration under United States federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt;
 - (iv) you maintain your Mox Invest Account in your capacity as a natural person, and will only use your account and Market Data for personal use and not in any other capacity, such as for business, professional or other commercial purposes or as an employee, subcontractor or independent contractor of any business or firm; and
 - (v) you otherwise qualify as a “Non-Professional Subscriber” as defined in the Nasdaq US Equities and Options Data Policies (as amended from time to time) (<https://www.nasdaqtrader.com/content/AdministrationSupport/Policy/USEquitiesandOptionsDataPolicies.pdf>).

- (d) Market Data made available by HKEx Information Services Limited (“**HKEx**”) is subject to the following disclaimer:

“HKEx, its holding companies and/or any subsidiaries of such holding companies, endeavour to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions”.

- (e) Market Data made available by Refinitiv Limited is subject to the following disclaimer:

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- (f) You agree to comply with any other conditions imposed by the relevant independent third party in relation to the provision and use of Market Data. In particular, you agree that:
- (i) you must not disseminate the Market Data to any other person;
 - (ii) any Market Data provided to you is for your individual use only;
 - (iii) you may not use any Market Data to establish, maintain or provide or to assist in establishing, maintaining, or providing a trading floor or dealing service where trading in Securities listed on SEHK or of a type capable of being so listed, or any other related Securities, is being undertaken otherwise than through the SEHK; and
 - (iv) you must not use or permit the use of any Market Data for any illegal purpose.
- (g) Any reliance on Market Data is at your own risk. We have no independent basis to verify such Market Data and are not obliged to translate such Market Data. You agree that none of Mox, SEHK, any Relevant Overseas Market or any other independent third party supplying the Market Data guarantees or warrants the accuracy, timeliness, sequence, reliability or completeness of the Market Data. Price quotations provided to you may not be real-time quotes for the relevant Securities due to market volatility and delay in transmission. None of Mox, SEHK, any Relevant Overseas Market or any other independent third party supplying the Market Data will be liable in any way (whether in tort, contract or otherwise) for any loss or damage you may incur in connection with the provision of any Market Data to you.

22. Expenses and fees

- (a) In addition to the terms in clause 6 of the General Terms and Conditions, we are authorised to take funds out of your Mox Invest Account to pay on your behalf:
- (i) all fees, charges and commissions payable by you to us in connection with your Mox Invest Account, your Mox Invest Transactions, any other dealings in Securities on Instructions given by you or the holding of Securities on your behalf under these terms. You can see details of these fees and charges in the Mox app and/or on our website;
 - (ii) all commissions, stamp duties, taxes, bank charges, transfer fees, registration fees, levies (including all transaction levies imposed by SEHK and any Relevant Overseas Market), interest and other expenses incurred or to be incurred in connection with your Mox Invest Account, your Mox Invest Transactions, any dealings in Securities on Instructions given by you or the holding of Securities on your behalf under these terms, payable to the Broker, any nominee or other agent as they may direct or to any other payee entitled to such payment.
- (b) You acknowledge that Mox or the Broker may pay CCASS, or other Securities depositaries, settlement fees on a consolidated basis and are entitled to retain any rounding differences as a result of the payment of such fees on such basis.

23. Dividends and other distributions

- (a) All dividends and other distributions in cash derived from Securities held by us on your behalf, including in connection with any corporate action (see clause 24 below), will be credited to your Mox Invest Account. Where the original currency of any such dividends and other distributions is not supported by your Mox Invest Account, you authorise us to convert the cash (at our prevailing exchange rate at the time of the exchange) to any other currency that is supported by your Mox Invest Account. You agree that we may withhold or deduct tax or other amounts from such dividends and other distributions when required to comply with legal or regulatory requirements. If you are eligible to reclaim any such withholdings or deductions that is your responsibility.
- (b) If a distribution derived from Securities held by us on your behalf, including in relation to any corporate action (see clause 24 below), requires the allocation of an odd lot (the number of shares of a corporation which is less than one board lot as shown on SEHK's website or less than a marketable parcel of shares in the case of shares listed on a Relevant Overseas Market) or a fractional share (fractions of stocks rather than whole shares) or Securities that are listed on an exchange that is not supported by Mox Invest ("**Unsupported Securities**"), you authorise us (though we are not compelled) to credit to your Mox Invest Account an amount in cash which we calculate at our absolute discretion to be the value of the odd lot or fractional share or Unsupported Securities (as applicable) instead of allocating the odd lot or fractional share or Unsupported Securities to you.

24. Corporate actions

- (a) You acknowledge that you are responsible for knowing the rights and terms of any Securities in your Mox Invest Account, obtaining information about such Securities and the issuer and taking appropriate action in relation to such Securities. We do not and cannot ensure the accuracy, reliability or timeliness of any company announcements of corporate actions and we accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays or omissions or any actions taken in reliance thereon. We expressly disclaim all warranties in these terms, expressed or implied, as to the accuracy of any company announcement or as to the fitness of the information for any purpose.
- (b) We are not obliged to notify you of any matter, deadlines or required actions or dates of meetings in respect of such Securities, including in relation to any corporate action (e.g. tender offer, reorganisation, stock split, receivership, insolvency proceedings etc). You agree that we are not obliged to take any action on your behalf, including exercising any votes attaching to such Securities or attending meetings of holders of such Securities, unless otherwise agreed with you in writing.
- (c) You authorise Mox and the Broker or any nominee to comply with the provisions of any law, regulation or order which purports to impose on a holder of any of the Securities in your Mox Invest Account a duty to take or refrain from taking any action in connection with such Securities or payments or distributions or monies payable in respect of such Securities.
- (d) We are not liable for any losses incurred or suffered by you as a result of us taking or not taking any action under this clause 24 in respect of any Securities in your Mox Invest Account, unless caused by our fraud, wilful default or negligence.

25. Conflict of interest

- (a) You acknowledge that when we deal in Securities for you, we (including our affiliates) may have a material interest, arrangement or relationship in relation to the Securities or Mox Invest Transaction concerned. Such interests will not necessarily be separately disclosed to you prior to or at the time of any Mox Invest Transaction or at any other time.
- (b) The following interests of Mox may affect you (without limitation):
 - (i) we may have a holding or dealing position or may otherwise be trading or dealing in the Securities or assets of any kind underlying, derived from or otherwise directly or indirectly related to such Securities;
 - (ii) we may have received or may be receiving rebates, payments or other benefits for giving business to the Broker; and
 - (iii) we may have been or may be an affiliate of an issuer (or any of its affiliated companies) of the Securities.
- (c) Nothing in these terms shall be deemed to prevent us from:

- (i) instructing or otherwise procuring the purchase for you of Securities held by us for our own account or held by any affiliate or any of our other customers; and
 - (ii) acting in any capacity for any other person or from purchasing, selling, holding or dealing in any Securities for our own account or that of an affiliate or any of our other customers even though Instructions may have been received from you for the purchase, sale or holding of or other dealing in the same or similar Securities.
- (d) You acknowledge and agree that we may so act, purchase, sell, hold, deal, or instruct provided that any such dealing is not less favourable to you than it would have been had the Mox Invest Transaction been entered into with a party other than us, an affiliate or one of our customers. We shall not be under any duty to disclose to you any fact or thing which comes to our knowledge or notice in the course of acting in any capacity for any other person or in our own capacity.

26. Dealings with your Mox Invest Account, set-off, lien and security

- (a) You agree not to assign, grant an interest over or otherwise deal in any way with, nor (without our prior written consent) create or allow to subsist a charge, pledge or other encumbrance over:
 - (i) your Mox Invest Account or any Securities, receivables or funds held in or for your Mox Invest Account; or
 - (ii) all or any part of the funds from time to time standing to the credit of your Mox Invest Account.
- (b) In addition to the terms in clause 8 of the General Terms and Conditions, you grant Mox a charge over the Charged Securities as continuing security for the payment and satisfaction of any obligations and liabilities owed to us under this Schedule 4, including any costs, charges and expenses incurred by us in respect of enforcing this Schedule 4 and the charge contained in this clause.
- (c) Upon the occurrence of an Event of Default set out in clause 35 below and without notice to you or your consent, we may set off, sell or transfer any Charged Securities towards satisfaction of any of the obligations and liabilities owed by you to us in whatever capacity, whether actual or contingent, primary or collateral, or several or joint. We will notify you as soon as practicable after exercising our rights under this clause. You hereby irrevocably instruct us to take all necessary action and effect all necessary sales and transfers under this clause 26. You agree that we may in our absolute discretion determine which Charged Securities are to be sold or transferred under this clause 26 and on what terms. Mox and the Broker will be under no duty to you as to the price obtained in respect of any sale or disposal of Charged Securities to satisfy any obligations and liabilities owed by you to us.
- (d) We are not liable for any loss incurred or suffered by you as a result of any action under this clause 26, unless it is caused by our fraud, wilful default or negligence. We are not liable to account to you for any commissions, rebates, fees, price

improvement, profits, payments, goods, services or any other benefits earned by Mox or the Broker in respect of any action under this clause 26.

- (e) Our rights set out in clause 8 of the General Terms and Conditions and this clause 26 are without prejudice and in addition to any right of set-off, lien or other right to which we are at any time otherwise entitled (whether by operation of law, contract or in any other manner). The charge contained in this clause 26 shall not be prejudiced by any amendment or variation to these terms or by your bankruptcy.

27. Accuracy of information

In addition to clauses 11 and 18 of the General Terms and Conditions, you will notify us of any material change in any information provided by you from time to time in connection with the establishment and operation of your Mox Invest Account, including information provided in your Application Documents for Mox Invest.

28. Making changes to this Schedule 4

We may make changes to this Schedule 4 from time to time. We undertake to notify you of any material change to:

- (a) the information on Mox (name, address, registration status and CE number) provided in this Schedule 4;
- (b) the description of the nature of the Mox Invest services; and
- (c) the description of the remuneration payable to Mox and the basis for such payment.

29. Further assurance

You agree and undertake to Mox to do such acts and things and/or to execute any act, deed, document or thing, which we consider necessary or desirable to ratify or confirm anything done by us in the proper exercise of any right or power conferred by this Schedule 4 or any other agreement entered into under this Schedule 4 or relating to your Mox Invest Account or your Instructions, or which we require you to do in connection with the implementation, execution and enforcement of this Schedule 4, including the rights and charge referred to in clause 26. You appoint Mox as your lawful attorney to do or execute all such acts, deeds, documents or things on your behalf as we consider necessary or desirable in connection with such implementation, execution and enforcement.

30. Consent to Personal Information Collection Concerning Mox Invest

- (a) In this clause 30:
 - (i) “**BCAN**” means a “Broker-to-Client Assigned Number”, being a unique identification code in the format prescribed by SEHK, generated by a relevant licensed or registered person in accordance with SEHK’s requirements; and

- (ii) “CID” or “Client Identification Data” means the following client identification data in relation to you:
 - (A) your full name as shown in your identity document (“**Identity Document**”);
 - (B) the issuing country or jurisdiction of the Identity Document;
 - (C) the Identity Document type; and
 - (D) the Identity Document number.

- (b) In addition to the terms in clause 17 of the General Terms and Conditions, you acknowledge and agree that we may collect, store, process, use, disclose and transfer your information to the Hong Kong Monetary Authority, the SFC, SEHK, any Relevant Overseas Market, any relevant clearing house or any other regulatory or governmental body (including without limitation the United States Securities and Exchange Commission), in the event that such disclosure is required by any of them, whether or not the requirement has the force of law.

- (c) You acknowledge and agree that in Mox, the Broker and any nominees and other agents (collectively “**we**” or “**us**” in clauses 30(c) to 30(h)) providing services to you in relation to Securities listed or traded on SEHK (referred to as the “**Services**” in clauses 30(c) to 30(h)) and for complying with the rules and requirements of the SEHK (including the SEHK Rules) and the SFC in effect from time to time, we will be required to:
 - (i) tag each of your orders submitted or arranged to be submitted to the trading system of SEHK with a BCAN assigned that is unique to your Mox Invest Account; and
 - (ii) provide to the SEHK and/or the SFC your assigned BCAN(s) and such CID of you.

- (d) You acknowledge and agree that we may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for us to provide the Services to you in relation to Securities listed or traded on SEHK and for complying with the rules and requirements of SEHK (including the SEHK Rules) and the SFC in effect from time to time. Without limiting the foregoing, and without limitation to any notification we have given to you and/or consent we have obtained from you in respect of the processing of your personal data in connection with your account(s) and our services to you, this includes:
 - (i) disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
 - (ii) allowing SEHK to:

- (A) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the SEHK Rules;
 - (B) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including but not limited to the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and
 - (C) use such information for conducting analysis for the purposes of market oversight; and
- (iii) allowing the SFC to:
- (A) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and
 - (B) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.
- (e) If you do not wish to consent to the collection, storage, processing, use, disclosure and transfer of your personal data as set out in clause 30(d), you should not request permission to trade Securities listed or traded on the SEHK. If you have previously given such consent and wish to withdraw it, you should request for your permission to trade Securities listed or traded on the SEHK to be removed.
- (f) By instructing us in respect of any transaction relating to Securities listed or traded on SEHK, you acknowledge and agree that we may use your personal data for the purposes of complying with the rules and requirements of SEHK (including the SEHK Rules) and the SFC in force from time to time in connection with the Services. You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.
- (g) You also agree and acknowledge that:
- (i) according to the requirements of SEHK and/or the SFC, Mox should ensure that the following information has been collected as Client Identification Data from you as an individual client, and ensure that up-to date Client Identification Data is submitted to the central data repository to be maintained by SEHK in respect of a relevant order for securities listed or traded on SEHK:
 - (A) full name as shown on your Identity Document;
 - (B) Identity Document's issuing country or jurisdiction;

- (C) Identity Document type (order of priority (“**Order of Priority**”): (1) Hong Kong Identity (“**HKID**”) card; (2) national identification document; (3) passport; and
- (D) Identity Document number on the Identity Document;
- (ii) in respect of the Identity Document type, your Client Identification Data should be collected from the Identity Document that is first mentioned in the Order of Priority (i.e. HKID card) save that where you do not hold such document, the next mentioned document (i.e. national identification document) should be used and so forth (i.e. if you do not hold a HKID card nor a national identification document, then passport);
- (iii) you should also update Mox promptly on any change of your Client Identification Data and Identity Document (including but not limited to your up-to-date passport, if passport is your Identity Document according to the Order of Priority), ensure your Identity Document type with Mox is provided according to the Order of Priority and the Client Identification Data with Mox is up-to-date and accurate, and provide the most updated Client Identification Data and Identity Document to Mox or as required by Mox from time to time; and
- (iv) despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes, whether before or after such purported withdrawal of consent, where that is required to meet any regulatory obligations.
- (h) Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your Securities Trading Instructions or provide you with Securities related services (other than to sell or transfer out your existing holdings of Securities, if any).
- (i) You authorise us to disclose your personal data and information to the Broker, any nominee and any Fund or its agents, including your balances in your Mox Invest Account, any information provided in your Application Documents and changes notified by you, and such other information as we, the Broker, the nominee or the Fund or its agents may deem necessary from time to time for the purposes of compliance with laws (including as described in clauses 2(o) and (p) of our Personal Information Collection Statement), Mox Invest, your Mox Invest Transactions or the transmission, verification or execution of your Instructions or any other related purpose. Where the Broker uses another broker, dealer or an affiliate to facilitate execution of your Mox Invest Transactions, you agree that the Broker may disclose your information to such persons for such purpose. In addition, a Fund or its agents, to whom your information is disclosed for such purpose, may be required to share your information with government authorities in other countries for the purposes of compliance with laws (i.e. for a similar purpose as described in clauses 2(o) and (p) of our Personal Information Collection Statement). You also acknowledge and agree that U.S. Exchanges may disclose your information (including any personal data) without Mox’s prior

approval to U.S. Exchanges' affiliates and relevant regulatory authorities, including but without limitation for surveillance or investigation purposes.

- (j) Mox, the Broker or its affiliates may share anonymized account information or anonymized delayed order information of Mox customers who trade U.S. Securities with third parties (and/or share such information among its affiliates) for the purpose of analysis, research, market data compilation, product creation, establishing order routing and execution relationships, or for any other lawful purpose.
- (k) By accepting these terms and using Mox Invest, you consent to the use of your information in accordance with this clause 30 and clause 17 of the General Terms and Conditions. You acknowledge that your information may be provided to a location which does not have the legal protection of information equivalent to Hong Kong.

31. Representations by you

By applying to use Mox Invest, and each time you use Mox Invest, you represent and warrant to Mox that in addition to the confirmations, undertakings, representations and warranties in clause 18 of the General Terms and Conditions:

- (a) you are not and do not anticipate or expect to be a U.S. Person or a tax resident of the United States;
- (b) the gains from your Mox Invest Transactions are not effectively connected or related to any U.S. Person or any U.S. trade or business which you are engaged in or plan to engage in during the calendar year;
- (c) you will not acquire or hold Securities beneficially by or for any other person, or in violation of any applicable law, and you will be the beneficial owner of all Securities held in your Mox Invest Account;
- (d) you are the person ultimately responsible for originating your Mox Invest Transactions and no other person stands to gain the commercial or economic benefit or bear the commercial or economic risk thereof;
- (e) you are fully aware of, and fully understand the market and the Securities being traded in accordance with your Instructions;
- (f) you are fully aware of the SEHK Rules and the rules of any Relevant Overseas Market, and are familiar with and understand all applicable laws, rules and regulations relating to your Securities Trading, including those relating to insider dealing and other criminal offences;
- (g) without limiting anything else in these terms, the representations and warranties made by you in clause 21(c) (which relate to your status as a Non-Professional Subscriber) remain true and accurate at all times;
- (h) you will familiarise yourself with and comply with all guidelines posted on SEHK's website (as amended from time to time);

- (i) you acknowledge and fully understand and accept the risks (including the risk of loss) described in the Risk Disclosure Statements set out in these terms;
- (j) it is your decision to enter into any Mox Invest Transactions and you fully understand the risks and consequences of doing so and agree to bear all consequences of your Mox Invest Transactions;
- (k) you acknowledge that Mox may require further information from you or a third party on your financial standing and investment objectives or to verify the same and you agree to provide the same on request;
- (l) you do not have any observable disabilities (e.g. incapacitation or visual or hearing impairments) nor lack of technology literacy which may affect your ability to make investment decisions; and
- (m) all the representations and warranties made by you remain true and accurate at all times.

32. Applicable rules and regulations

- (a) Every Mox Invest Transaction concluded through and recognised by SEHK or any Relevant Overseas Market is subject to, and you will be bound by, the relevant provisions of the constitutions, rules, regulations, by-laws, customs and usages of SEHK (including the SEHK Rules), the Relevant Overseas Market, Hong Kong Securities Clearing Company, the relevant overseas clearing agency and of the laws of Hong Kong and the jurisdiction in which the Relevant Overseas Market is located (as applicable). Mox and the Broker are not liable for any action or decision of SEHK, or any Relevant Overseas Market, dealer, clearing house or regulator.
- (b) You acknowledge that, where required by SEHK, any Relevant Overseas Market, any clearing house or any regulatory authority, we will provide all relevant information concerning your orders transmitted and/or executed by whatever means. You acknowledge and agree that you will co-operate fully and promptly with all requests by us for the provision of any information in your possession, custody or control which we may be required to produce to SEHK, any Relevant Overseas Market, any clearing house or any regulatory authority.

33. Compliance with laws, etc.

- (a) You will not instruct us to do anything in relation to Mox Invest or your Mox Invest Account which may breach the SFO, the SEHK Rules, the rules of any Relevant Overseas Market, the Codes on Takeovers and Mergers and Share Repurchases ("**Takeovers Code**") or any other applicable laws, rules or regulations in Hong Kong or elsewhere. You undertake to us that you will not engage or attempt to engage in any activity which may constitute market misconduct under the SFO or any other applicable law in Hong Kong or elsewhere.
- (b) You acknowledge that you are solely responsible for compliance with all obligations of disclosure under the relevant provisions of Part XV of the SFO, the

Takeovers Code, and any other applicable laws, rules or regulations relating to disclosure of interests in Securities in Hong Kong or elsewhere. We have no duty to advise you of any regulatory or reporting requirement, foreign ownership or foreign exchange control restrictions in respect of the holding of any Securities.

- (c) You acknowledge and agree that we may take any action which we, in our sole and absolute discretion, consider appropriate for compliance with all anti-money laundering and counter-terrorist financing laws, regulations and guidelines, including requiring additional identification documentation or other information from you, suspending or closing your Mox Invest Account, rejecting any Instructions, and disclosing or investigating any Instructions or other information provided by you. You undertake to provide us promptly with any information or documentation so requested.
- (d) If we, in our absolute discretion, believe that your Mox Invest Account has been involved in any fraud, crime or violation of any laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether as victim or perpetrator or otherwise), we may suspend or freeze your Mox Invest Account or any privileges of your Mox Invest Account, or freeze or liquidate funds or Securities, or utilise any of the remedies in these terms for an Event of Default.
- (e) You acknowledge and agree that nothing in these terms and conditions should be construed as a distribution, an offer to sell, or a solicitation to buy any Security in any jurisdiction where such activities would be unlawful pursuant to the laws of such jurisdiction. If you are outside of Hong Kong, we may not be authorised to offer or provide you with the products and services in the country or region you are located or resident in.
- (f) You waive any claim for loss incurred or suffered against Mox arising out of or related to Mox exercising any of its rights under this clause 33.

34. Investor Compensation Fund

If you sustain loss as a result of a “default” (as defined in the Securities and Futures (Investor Compensation—Claims) Rules (“**Investor Compensation Rules**”)) by Mox or an “associated person” (as defined in the Investor Compensation Rules) of Mox, you may be entitled under the Investor Compensation Rules to make a claim for compensation against the Investor Compensation Fund established under the SFO. You acknowledge there is no guarantee that any loss sustained because of such default will be recouped from the Investor Compensation Fund in full, in part or at all. This clause 34 does not apply to Securities traded on any Relevant Overseas Market, including U.S. Securities.

35. Event of Default

- (a) Any one of the following events shall constitute an event of default (“**Event of Default**”):
 - (i) any liabilities become overdue;
 - (ii) you fail to pay any purchase price of Securities or other payments under these terms when due;

- (iii) the filing of a petition in bankruptcy, or the commencement of other analogous proceedings against you;
 - (iv) any attachment, execution or similar process to paragraph (iii) above is levied against your Mox Invest Account;
 - (v) default by you in the due performance or observance of any of this Schedule 4;
 - (vi) any representation or warranty made by you in this Schedule 4 or in any document delivered to us pursuant to this Schedule 4 being or becoming incorrect;
 - (vii) any consent or authorisation required by you to open a Mox Invest Account in accordance with these terms being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
 - (viii) the closure or suspension of your Mox Account; or
 - (ix) the occurrence of any event which, in our sole opinion, might jeopardise any of our rights under this Schedule 4.
- (b) If an Event of Default occurs in our reasonable judgment, we may take any of the following actions in our absolute discretion and without demand for funds or additional funds, notice of sale or purchase, or other notice or advertisement (each of which is expressly waived by you):
- (i) cancel any or all outstanding orders or any other commitments made on your behalf;
 - (ii) cover any short position with us through the purchase of Securities on SEHK or any Relevant Overseas Market or liquidate any long position with us through the sale of Securities on SEHK or any Relevant Overseas Market;
 - (iii) call upon any Charged Securities which may have been issued in favour of us as continuing security for your obligations in respect of your Mox Invest Account;
 - (iv) exercise any right of set-off or combination of accounts conferred by these terms or otherwise;
 - (v) immediately suspend your use of Mox Invest; and/or
 - (vi) immediately terminate your use of Mox Invest and close your Mox Invest Account.
- (c) Any prior demand, notice or advertisement does not waive our right to take any of the actions referred to above without further demand, notice or advertisement. You undertake to notify us immediately in writing of the occurrence of any event which may constitute an Event of Default, although such notice or any failure to notify us will not prevent an Event of Default from having occurred.

36. Termination and suspension

- (a) Upon termination of these terms or your use of Mox Invest we will close your Mox Invest Account in accordance with clause 7 of the General Terms and Conditions and our standard procedures. You will be required to transfer all your holdings in Securities within 30 days of us notifying you that your Mox Invest Account will be closed (or any other period as we determine).
- (b) In addition to the terms in clause 7 of the General Terms and Conditions, any closure of your Mox Invest Account or termination of these terms will not affect any right or liability in respect of your Mox Invest Account, any Mox Invest Transactions already effected by us for you, or any Instruction given by you under this Schedule 4. These terms will continue to apply until all Securities have been transferred from your Mox Invest Account, and all sums due to you and all of your obligations and liabilities to us have been fulfilled.

37. Notices

Any communication from you to us shall be irrevocable and shall not be effective until actually received by us at our designated address and/or in the designated manner.

38. Miscellaneous

- (a) We may, in our absolute discretion, extend Mox Invest to cover Securities listed or traded on any other stock exchange or market outside of Hong Kong or U.S., in which case, we may supplement these terms in accordance with clause 19 of the General Terms and Conditions.
- (b) We may at any time, in our absolute discretion and without giving notice to you or any reason, restrict or vary Mox Invest, the Securities that may be traded, deposited or withdrawn using Mox Invest, and access to SEHK, any U.S. Exchange and any other stock exchange or market using Mox Invest.

39. U.S. Persons

- (a) Where you are or become a U.S. Person, we have the right to suspend or terminate your use of Mox Invest. We are not liable for any losses, costs, fees or expenses of any kind you may incur or suffer in connection with any such suspension or termination.
- (b) If you become a U.S. Person, you agree to notify us in writing promptly. You understand that in such case we may be obliged to cancel your Mox Invest Account and/or orders, and sell your Securities, and you authorise us to do so without further Instructions from you. You should transfer all your holdings in Securities within 30 days of becoming a U.S. Person (or any other period as we determine).

40. Additional terms and conditions for U.S. Securities Trading

- (a) We may allow you, in our absolute discretion, to use Mox Invest for U.S. Securities Trading.
- (b) Clauses 41 to 48 of this Schedule 4 set out your additional rights and obligations in connection with your use of Mox Invest for U.S. Securities Trading. For the purposes of U.S. Securities Trading, clauses 40 to 48 of this Schedule 4 will take priority in the event of any inconsistency with the remaining clauses of this Schedule 4.

41. Additional risks of U.S. Securities Trading

- (a) You acknowledge and accept that U.S. Securities Trading is subject to the laws and regulations of the U.S.
- (b) You acknowledge and accept there are material risks in U.S. Securities Trading, including but not limited to the risks set out under 'Risks of U.S. Securities Trading' in the Risk Disclosure Statement in clause 50 below, and you confirm that you accept all risks in U.S. Securities Trading.

42. U.S. broker, settlement and custodian arrangements

For U.S. Securities Trading, the Broker appointed by Mox will act as the execution broker, settlement agent and custodian. You acknowledge and agree that the Broker may perform such services through its U.S. affiliate.

43. Brokerage fee and market charges

You must pay the applicable brokerage fee, market charges and any costs, fees or expenses incurred due to U.S. Securities Trading or the holding of U.S. Securities.

44. Trading hours

- (a) U.S. Securities trading hours are from 9:30 a.m. to 4:00 p.m. Eastern Standard Time ("**EST**"), Monday to Friday. i.e. from 9:30 p.m. to 4:00 a.m. Hong Kong Time ("**HKT**") (summer trading hours) / 10:30 p.m. to 5:00 a.m. HKT (winter trading hours) of the following day. All "**Day Orders**" that have not been executed will be void on the same day after closing at 4:00 pm EST. Mox Invest does not currently support pre-and post-market sessions trading for U.S. Securities Trading. U.S. Securities Trading may be suspended due to special holidays or individual corporate activities without further notice to you.
- (b) Mox Invest provides delayed and real-time U.S. Securities quotes.

45. Trade settlement and settlement instructions

- (a) Before placing an order to purchase U.S. Securities, you are required to ensure you have sufficient USD in your Mox Invest Account to deliver to us upon settlement of your Mox Invest Transaction. Before placing an order to sell U.S. Securities, you are required to ensure you have sufficient U.S. Securities to deliver to us upon settlement.

- (b) The settlement day for U.S. Securities is two days after the trade date (i.e. the date your Mox Invest Transaction is executed) (T+2). You acknowledge and accept that the actual settlement day is affected by the Relevant Overseas Market arrangement and may exceed the specified date due to time zone differences, required settlement times or business or transaction suspension. We will credit the sales proceeds from your Mox Invest Transactions involving the sale of U.S. Securities to your Mox Invest Account following receipt of the sales proceeds from the Broker.
- (c) The funds from an unsettled Mox Invest Transaction can be used to fund any new U.S. Securities Trading purchase order in real time.

46. Trading restrictions

- (a) You agree to fully comply with and be bound by any trading restrictions in connection with U.S. Securities, including but not limited to any trading restrictions imposed by U.S. Exchanges, Mox or the Broker from time to time.
- (b) You acknowledge and accept that U.S. suspension of or restrictions on trading, market conditions and/or the operation of the rules of certain U.S. Exchanges may make it difficult or impossible to effect certain transactions or liquidate positions. In such cases, you may face a higher risk of loss.

47. U.S. tax

- (a) You must complete the Form W-8BEN and renew it every three years as required by the U.S. Internal Revenue Service. If you fail to complete or renew the Form W-8BEN you will not be able to use Mox Invest for U.S. Securities Trading, including submitting any purchase order or transferring-in any Securities listed on any Relevant Overseas Markets in the U.S.
- (b) The U.S. tax system applies to every person holding investment products originating in the U.S. (e.g. U.S. Securities, mutual funds or bonds, etc.), regardless of whether they are a U.S. Person or not. This means that all investors who hold these investment products in their own name must pay the applicable U.S. tax. You should seek professional tax advice where appropriate.
- (c) You accept that all the income, interest, proceeds and distributions arising from your U.S. Securities will be subject to the maximum withholding tax rate (or any other withholding tax rate as we determine). In particular, you acknowledge and accept that the Broker must withhold up to 30% of such U.S. sourced income, interest, proceeds and distributions paid to non-U.S. Persons.
- (d) Mox and the Broker do not offer tax relief service, i.e. tax treaty withholding tax rates are not offered, nor do Mox and the Broker represent or assist customers in applying for a waiver or exemption from withholding tax from the U.S. Taxation Office or any request for a refund due to any tax being over-withheld. You should seek professional tax advice, where appropriate.

48. Corporate actions – U.S. Securities

- (a) Investors engaged in the trading of U.S. Securities will not be able to attend meetings by proxy or in person.
- (b) Unless otherwise specified, the distribution rate specified in any correspondence issued by us for corporate action events is after tax deduction.
- (c) Any corporate action in respect of U.S. Securities will be announced by the relevant issuer through the U.S. Exchange's website and the channel as officially approved by the relevant regulatory authority. Issuers that are listed on the U.S. Exchanges may publish such corporate action documents in English only, and documents in Chinese may not be available. We have no responsibility to produce translations of such documents.

49. FDRS process

- (a) In respect of “eligible disputes” (as defined in the ‘Terms of Reference for the Financial Dispute Resolution Centre (FDRC) in relation to the Financial Dispute Resolution Scheme (FDRS)’ arising out of the selling process or processing of a Mox Invest Transaction, Mox will enter a FDRS process with you.
- (b) However, please note that any dispute over the contractual terms of the Security should be resolved directly between you and the third-party product issuer.

50. Risk Disclosure Statement

- (a) This Risk Disclosure Statement provides a brief summary of some (but not all) of the features and risks of Securities Trading using Mox Invest. You should carefully consider whether the Mox Invest Transactions you propose to enter into are suitable for you having regard to your investment experience, investment objectives, financial situation and risk tolerance.
- (b) If you are in any doubt about the risks involved in Securities Trading using Mox Invest, you should seek independent financial, investment, tax, legal or other professional advice.
- (c) The contents of this Risk Disclosure Statement have not been reviewed by any regulatory authority.

50.1 Risks of Securities Trading

The prices of Securities fluctuate, sometimes dramatically. The price of a Security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of Securities Trading.

50.2 Transaction costs

Please obtain advice with respect to, and consider, all fees, charges, commissions, taxes (such as estate duty and dividend withholding tax) before entering into any Mox Invest Transaction – you will be liable for these and they will affect your net returns on a Mox Invest Transaction.

50.3 Risks of trading Growth Enterprise Market (“GEM”) stocks

- (a) GEM stocks involve a high investment risk. In particular, companies may list on the GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.
- (b) You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- (c) Current information on GEM stocks may only be found on the website operated by SEHK. GEM companies are usually not required to issue paid announcements in gazetted newspapers.
- (d) You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading GEM stocks.

50.4 Risks of trading Nasdaq-Amex Securities at SEHK

- (a) The Securities under the Nasdaq-Amex Pilot Program (“**NAPP**”) are aimed at sophisticated investors. You should consult your dealer and become familiarised with the NAPP before trading in the NAPP Securities.
- (b) You should be aware that the NAPP Securities are not regulated as a primary or secondary listing on the Main Board or the GEM of SEHK.

50.5 Risks of trading exchange traded derivative products

- (a) Some (but not all) of the risks of trading exchange traded derivative products include:
 - (i) **Issuer default risk:** In the event that an exchange traded derivative product issuer becomes insolvent and defaults on its listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should pay close attention to the financial strength and credit worthiness of exchange traded derivative product issuers.
 - (ii) **Uncollateralised product risk:** Uncollateralised exchange traded derivative products are not asset backed. In the event that an uncollateralised exchange traded derivative product issuer becomes bankrupt, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralised.
 - (iii) **Gearing risk:** Exchange traded derivative products such as derivative warrants and callable bull/bear contracts (CBBC) are leveraged and can change in value quickly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of an exchange traded derivative product may fall to zero, resulting in a total loss of the initial investment.

- (iv) **Expiration risk:** Most exchange traded derivative products have an expiry date after which the issue may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.
 - (v) **Extraordinary price movement risk:** The price of an exchange traded derivative product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.
 - (vi) **Foreign exchange risk:** Investors trading exchange traded derivative products with underlying assets not denominated in Hong Kong dollars are exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the exchange traded derivative product price.
 - (vii) **Liquidity risk:** Exchanges such as SEHK require exchange traded derivative product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two-way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfil its role, investors may not be able to buy or sell the exchange traded derivative product until a new liquidity provider has been appointed.
- (b) Risks of trading derivative warrants
- (i) Derivative warrants are an instrument that gives an investor the right to “buy” or “sell” an underlying asset at a pre-set price before a specified expiry date. At expiry, settlement is usually made in cash rather than a purchase or sale of the underlying asset.
 - (ii) Derivative warrants can be issued over a range of assets, including stocks, stock indices, currencies, commodities, or a basket of securities. They are generally two types of derivative warrants: calls and puts. Holders of call warrants have the right, but not obligation, to purchase from the issuer a given amount of the underlying asset at a predetermined price (also known as the exercise price) within a certain time period. Whereas holders of put derivative warrants have the right, but not the obligation, to sell to the issuer a given amount of the underlying asset at a predetermined price within a certain time period.
 - (iii) There is a risk that the value of a derivative warrant will decay over time as it approaches its expiry date. Derivative warrants should therefore not be viewed as long term investments.
 - (iv) Prices of derivative warrants can increase or decrease in line with the implied volatility of the underlying asset price. Investors should be aware of the underlying asset volatility.
- (c) Risks of trading inline warrants

- (i) **Pre-determined fixed payment at expiry:** An inline warrant is an instrument that entitles its holder to receive a pre-determined fixed payment which depends on whether the spot price or level of an underlying asset is at or falls within (“**in-the-range**”) or outside (“**out-of-the-range**”) the upper and lower strike prices or levels at expiry. At expiry, settlement is made in cash only. There are only two possible scenarios at expiry: if the inline warrant expires in-the-range, investor will receive HKD1 per inline warrant held. Due to the pre-determined fixed maximum payment at expiry of HKD1, an inline warrant should not be traded above HKD1. Investors will suffer a loss by buying an inline warrant above HKD1; if the inline warrant expires out-of-the-range, investor will receive HKD0.25 per inline warrant held.
 - (ii) **Price movement:** Due to the nature of inline warrants, you should be aware that inline warrant prices will react differently to movements in underlying price or level, time to maturity, implied volatility as compared to derivative warrants. Movement of inline warrant prices may move in the same direction or the inverse of the underlying price or level movement during the life of the product, depending on where the underlying price or level is compared to the upper and lower strike prices or levels.
 - (iii) **Gearing risk:** The level of effective gearing embedded in an inline warrant depends on a variety of factors, including but not limited to time-to-expiry and spot price or level of the underlying asset compared to the lower and upper strike prices or levels. An inline warrant will be expected to have a high effective gearing when trading close to its lower strike price or level or its upper strike price or level, and a relatively low effective gearing in other cases. These differences in effective gearing are amplified when inline warrants are close to expiry.
 - (iv) **Time value:** Generally, when the underlying asset is within or at the upper and lower strike prices or levels and their likelihood of falling in-the-range at expiry increases over time; thus, in such cases, the value of inline warrants increases over time because investors receive the time value of inline warrants. When the underlying asset is outside the upper and lower strike prices or levels and their likelihood of falling in-the-range at expiry decreases over time; thus, in such cases, the value of inline warrants decreases over time because investors pay time value of inline warrants.
- (d) Risks of trading CBBC
- (i) CBBC are a type of exchange traded derivative product that tracks the performance of an underlying asset without requiring investors to pay the full price required to own the actual asset. CBBC are issued either as Bull or Bear contracts with a fixed expiry date, allowing investors to take bullish or bearish positions on the underlying asset. CBBC are issued by a third party, usually an investment bank, independent of SEHK and the underlying asset.

- (ii) CBBC are issued with the condition that during their lifespan they will be called by the issuers when the price of the underlying asset reaches a level (known as the “**Call price**”) specified in the listing document. If the Call Price is reached before the expiry date, the CBBC will expire early and the trading of that CBBC will be terminated immediately. The specified expiry date set out in the listing document will no longer be valid.
- (iii) Investors trading CBBC should be aware of the intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. Investors will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should also note that the residual value can be zero.
- (iv) The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards its expiry date. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs is set out in the listing documents.

50.6 Risks of trading exchange traded funds (“ETFs”)

- (a) ETFs are passively managed and open-ended funds. All listed ETFs on SEHK are authorised by the SFC as collective investment schemes. ETFs are designed to track the performance of their underlying benchmarks (e.g. an index, a commodity such as gold, etc).
- (b) ETFs can be broadly grouped into two types: physical ETFs (i.e. traditional or in-specie ETFs) and synthetic ETFs. Many of these ETFs directly buy all the assets needed to replicate the composition and weighting of their benchmark (e.g. constituents of a stock index). Some physical ETFs with underlying equity-based indices may also invest partially in futures and options contracts. Synthetic ETFs do not buy the assets in their benchmark. Instead, they typically invest in financial derivative instruments to replicate the benchmark's performance. Investors should read the ETF prospectus carefully to ensure they understand how the ETF operates.
- (c) Some (but not all) of the risks of trading ETFs include:
 - (i) **Market risk:** Investors are exposed to the political, economic, currency, legal and other risks related to the underlying asset pool/index/market that the ETF tracks. ETF managers do not have the discretion to adapt to market changes due to the inherent investment nature of the ETF (e.g. ETF managers do not have the discretion to take defensive positions in declining markets). Investors must be prepared to bear the risk of loss and volatility associated with the underlying asset pool/index/market.

- (ii) **Tracking error risk:** Tracking error is the difference between the performance of an ETF and its underlying benchmark. Tracking error can arise due to factors such as the impact of the Total Expense Ratio (“**TER**”), changes in the composition of the underlying benchmark and type of ETF (physical vs synthetic). The TER of an ETF may include management fees and other fees and costs (e.g. transaction costs, stamp duties, costs for preparing financial reports and other prescribed documentation, legal and auditing fees, insurance costs, fees for custody services, etc) – there is no universal definition. An ETF’s estimated TER is stated in the prospectus. The estimated TER of an ETF does not necessarily represent the fund's tracking error because the fund’s net asset value (“**NAV**”) may be affected by other factors, e.g. dividends and other income from the portfolio, and in the case of a synthetic ETF, the indirect costs borne by the fund may only be reflected in the market value of the derivatives it holds.
- (iii) **Risk in trading at a discount or premium:** The market price of an ETF is driven by market factors such as demand and supply. Therefore, the ETF may trade at a premium or discount to the fund’s NAV. This price discrepancy is caused by supply and demand factors and may be more likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed in ETFs tracking specific markets or sectors that are subject to direct investment restrictions. As a result, investors who buy an ETF at a premium may suffer losses even if the NAV is higher when they sell and they may not fully recover their investment in the event of termination of the ETF.
- (iv) **Liquidity risk:** Although ETFs usually have at least one market maker to help provide liquidity, there is no guarantee that any market making activity will be effective and active trading will be maintained at all times. In the event that a market maker defaults or ceases to fulfil its role, investors may not be able to buy or sell the ETF or may find the market price of the ETF is at a discount or premium to its NAV.
- (v) **Counterparty risk:** Synthetic ETFs are subject to counterparty risk associated with the derivatives issuers and may suffer losses if the derivatives issuers default or fail to honour their contractual commitments. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a “knock-on” effect on the other derivative counterparties of the synthetic ETF). Although synthetic ETFs are fully collateralised from their counterparties, this may not completely remove the counterparty risk. For instance, when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured, resulting in significant losses to the ETF.

50.7 Risks of trading leveraged and inverse products (“L&I Products”)

- (a) L&I Products, structured as ETFs, seek to achieve short term investment results that correspond to the daily magnified or daily inverse performance of their underlying benchmarks on a daily basis.
- (b) Some (but not all) of the risks of trading L&I Products include:
 - (i) **Investment risk:** L&I Products are derivatives. Trading L&I Products involves investment risk and there is no guarantee of repaying the principal amount.
 - (ii) **Volatility risk:** Prices of L&I Products may be more volatile than conventional ETFs because of using leverage and the rebalancing activities.
 - (iii) **Unlike conventional ETFs:** L&I Products are different from conventional ETFs. They do not share the same characteristics and risks as conventional ETFs.
 - (iv) **Long-term holding risk:** L&I Products are not intended for holding longer than the rebalancing interval, which is typically one day. Daily rebalancing and the compounding effect will make the L&I Product’s performance over a period longer than one day deviate in amount and possibly direction from the leveraged/inverse performance of the underlying index over the same period. The deviation becomes more pronounced in a volatile market. As a result of daily rebalancing, the underlying index’s volatility and the effects of compounding of each day’s return over time, it is possible that the leveraged product will lose money over time while the underlying index increases or is flat. Likewise, it is possible that the inverse product will lose money over time while the underlying index decreases or is flat.
 - (v) **Risk of rebalancing activities:** There is no assurance that L&I Products can rebalance their portfolios on a daily basis to achieve their investment objectives. Market disruption, regulatory restrictions or extreme market volatility may adversely affect the rebalancing activities.
 - (vi) **Liquidity risk:** Rebalancing typically takes place near the end of a trading day (shortly before the close of the underlying market) to minimize tracking difference. The short interval of rebalancing may expose L&I Products more to market volatility and higher liquidity risk.
 - (vii) **Intraday investment risk:** Leverage factor of L&I Products may change during a trading day when the market moves but it will not be rebalanced until day end. The L&I Product’s return during a trading day may be greater or less than the leveraged/opposite return of the underlying index.

- (viii) **Portfolio turnover risk:** Daily rebalancing causes a higher level of portfolio transaction when compared to conventional ETFs, and thus increases brokerage and other transaction costs.
- (ix) **Correlation risk:** Fees, expenses, and transactions cost as well as costs of using financial derivatives may reduce the correlation between the performance of the L&I Product and the leveraged/inverse performance of the underlying index on a daily basis.
- (x) **Termination risk:** L&I Products must be terminated when all the market makers resign. Termination of the L&I Product should take place at about the same time when the resignation of the last market maker becomes effective.
- (xi) **Leverage risk (for leveraged products only):** The use of leverage will magnify both gains and losses of leveraged products.
- (xii) **Unconventional return pattern (for inverse products only):** Inverse products aim to deliver the opposite of the daily return of the underlying index. If the value of the underlying index increases for extended periods, inverse products can lose most or all of their value.
- (xiii) **Inverse products vs short selling (for inverse products only):** Investing in inverse products is different from taking a short position. Because of rebalancing, the performance of inverse products may deviate from a short position in particular in a volatile market with frequent directional swings.

50.8 Risks of rights issue

- (a) A rights issue is a one-time offering of shares in a company to existing shareholders, allowing them an opportunity to maintain their proportional ownership without being diluted by buying additional new shares at a discounted price on a stated future date.
- (b) Until the date at which the new shares can be purchased, investors may trade the rights to the market the same way they would trade ordinary shares. If the investors do not exercise their rights within the specified period of time, the rights will expire. If the investors do not intend to exercise their rights, they can sell them on the open market. Once exercised, the rights cannot be used again.
- (c) It is easy to be enticed by shares offered at a discount, but you should not assume that you are getting a bargain. An informed decision should be made by looking at the rationale behind the fund-raising exercise. A company may use a rights issue to cover debt, especially when the company is unable to borrow money from other sources. You should be concerned with whether or not the company management is addressing the underlying problems.
- (d) If you decide not to take up the rights, your overall shareholdings in the company will be diluted as a result of the increased number of shares in issue. If you do not participate in the rights issue within the specified timeframe your nil-paid

rights will lapse. The company will sell these entitlements and may distribute any net proceeds after deduction of the offer price and costs. The amount of lapsed proceeds, if any, will not be known until the offer has closed. Lapsed proceeds are not guaranteed.

- (e) Investments and income arising from them can fall in value and you may get back less than you originally invested.

50.9 Risks of trading outside the Hong Kong market

- (a) Mox Invest Transactions on Relevant Overseas Markets, including markets formally linked to a domestic market, may expose you to additional risk. Such Mox Invest Transactions and Relevant Overseas Markets will be subject to the applicable laws, or rules and regulations, of the overseas jurisdiction, which may be different to the jurisdiction of Hong Kong and may offer different or diminished investor protection compared to the protection afforded by the laws of Hong Kong.
- (b) Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or Relevant Overseas Markets in other jurisdictions where your Mox Invest Transactions have been effected. It is your responsibility to obtain details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start Securities Trading.
- (c) You should only consider Securities Trading on a Relevant Overseas Market if you fully understand the nature of the Relevant Overseas Market and the extent of your exposure to the relevant risks. You should carefully consider whether such Securities Trading is appropriate for you having regard to your investment experience, investment objectives, financial situation and risk tolerance, and seek independent professional advice when you are in doubt.
- (d) Before you trade on a Relevant Overseas Market, you should enquire about any rules relevant to your proposed Mox Invest Transactions. In particular, you should familiarise yourself with the rules and regulations in relation to shareholding restrictions and disclosure obligations and comply with such rules and regulations.
- (e) You must accept that where the Broker arranges for the execution of orders on Relevant Overseas Markets, such Mox Invest Transactions will be cleared and settled by the relevant market participant or its nominated clearing agent, which may be an affiliate of the Broker.
- (f) Every Mox Invest Transaction executed on a Relevant Overseas Market will be subject to a transaction levy or other levies from time to time as imposed by the Relevant Overseas Market. The Broker is authorised to collect the appropriate transaction levy or other levies from you in accordance with the rules of the Relevant Overseas Market.
- (g) The Broker will determine the amounts required to meet your obligations (including without limitation for settlement) and any amounts to which you may be entitled in the relevant foreign currencies. You should closely monitor your

positions, as in some unforeseeable market conditions we may be unable to contact you and forced liquidation may be necessary.

50.10 Risks of trading U.S. Securities

- (a) In addition to the risks outlined in the previous section, the following is a summary of some (not all) of the risks of trading in U.S. Securities:
- (i) **Differences in regulatory regimes:** U.S. markets may be subject to different regulations and may operate differently from SEHK. For example, there may be different rules providing for the safekeeping of U.S. Securities held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of your U.S. Securities held overseas. U.S. markets may also have different periods for clearing and settling transactions. These may affect the information available to you regarding transaction prices and the time you have to settle your trade. U.S. Securities may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on SEHK. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information.
 - (ii) **Differences in legal systems:** The laws of U.S. may prohibit or restrict the repatriation of funds from U.S., including capital, divestment proceeds, profits, dividends and interest arising from investments in U.S. Securities. There is no guarantee that the funds you have invested and the funds arising from your investment will be capable of being remitted. U.S. may also restrict the amount or type of investment products that foreign investors may purchase. This can affect the liquidity and prices of the U.S. Securities that you invest in.
 - (iii) **Different costs involved:** You may have to pay additional costs such as fees and any Broker's commissions for transactions in U.S. Securities. You may also have to pay a premium to trade certain U.S. Securities. Before you begin to trade U.S. Securities, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
 - (iv) **Tax implications:** There are tax implications in investing in U.S. Securities. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in U.S., in Hong Kong, or in both countries. The U.S. tax regime covers everyone holding U.S. based investments in his/her own name, regardless of whether the person is a U.S. citizen or permanent resident. In other words, all investors holding U.S. Securities of any form are required to pay a withholding tax on dividends gained. Any U.S. source income received by you through Mox Invest, including interests or dividends, is subject to the U.S. withholding tax. The Broker is required to withhold a tax of up to 30% of any payment of the said income to a foreign person.

Mox does not offer tax relief service, i.e. tax treaty withholding tax rates are not offered, nor will Mox represent or assist you for any application filed with the U.S. Inland Revenue Service for reduction or exemption of the U.S. withholding tax or any request for a refund due to any tax being over-withheld.

- (v) **Counterparty and correspondent broker risks:** Transactions on U.S. markets are generally effected by the Broker through the use of foreign brokers who have trading and/or clearing rights on those markets. All transactions that are executed upon your instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions being liquidated or closed out without your consent and/or may result in difficulties in recovering your U.S. Securities held overseas.
 - (vi) **Political, economic and social developments:** U.S. markets are influenced by the political, economic and social developments in U.S., which may be uncertain and may increase the risk of investing in U.S. Securities.
 - (vii) **Not protected by Investor Compensation Fund, SFO and related subsidiary legislation:** Mox Invest Transactions executed on Relevant Overseas Markets and U.S. Securities will NOT be subject to a right to claim under the Investor Compensation Fund established under the SFO. There is a risk of your U.S. Securities not being protected if the custodian has credit problems or fails.
- (b) You should only trade in U.S. Securities if you understand and are comfortable with the extent of your exposure to the relevant risks. You should carefully consider whether such trading is suitable for you having regard to your investment experience, investment objectives, financial situation and risk tolerance. If you are in any doubt about the risks involved, you should seek independent professional advice.

50.11 Risks of trading U.S. Fractional Shares

- (a) You may be exposed to the credit risk of the Broker when trading fractions of certain U.S. stocks and ETFs ("**U.S. Fractional Shares**") (where available) rather than whole shares as the Broker or its affiliate will act as a counterparty and execute any U.S. Fractional Share component of any purchase or sale transaction as principal or riskless principal. For orders that contain both whole and U.S. Fractional Shares, the Broker will act as agent for the whole share component and as principal (or riskless principal) for the U.S. Fractional Share component of the order. Orders for whole shares will continue to be handled in an agency capacity. You will always be the beneficial owner of any U.S. Fractional Shares in your Mox Invest Account and all U.S. Fractional Shares owned by you are segregated in our books and records in the same manner and to the same extent as whole shares owned by you.

- (b) U.S. Fractional Shares are not transferable to another broker and will need to be liquidated before transfer, which may have tax consequences and will result in commission charges. To effect a request for transfer, the Broker will purchase the U.S. Fractional Shares from your Mox Invest Account using the pricing mechanism referred to in paragraph (a) above and charge commissions on these closing trades, then transfer the remaining whole share quantities.
- (c) You will not have voting rights and will not be able to make voluntary elections on any corporate action (including, without limitation, any tender offers or rights offerings) with respect to U.S. Fractional Shares, and we cannot provide you with any shareholder documentation for any holdings of less than one share. You will, however, receive payments of dividends, or in some cases in connection with stock dividends, either dividend shares or value commensurate to the dividend shares, and will otherwise participate normally in any stock splits, mergers or other mandatory corporate actions.
- (d) The Broker may only accept certain types of orders for U.S. Fractional Shares, e.g. market orders, limit orders etc. In the event you choose to place an unmarketable limit order with a U.S. Fractional Share component, the fractional component may not execute until the order becomes marketable (and therefore may not execute at all), even if the order might have executed earlier if submitted for a whole share quantity.
- (e) The market price displayed for U.S. Fractional Shares may not be the executed price for market orders. Even when you submit an order by inputting the total cash value of the order (e.g. USD100 worth of shares), the order is submitted in number of shares (e.g. 0.45 of a share). As such, the final executed price may be different from the inputted cash amount.
- (f) The Broker records the quantity of U.S. Fractional Shares traded or otherwise held for a customer down to four decimal places.

50.12 Risks of client assets received or held outside Hong Kong

Client assets received or held outside Hong Kong, including U.S. Securities, are subject to the applicable laws and regulations of the relevant overseas jurisdiction, which may be different to the SFO and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

50.13 Risks of Securities in custody

- (a) In leaving Securities in the custody of another person, you may be exposed to the credit risk of that person.
- (b) Mox will not be responsible for:
 - (i) any damage or loss arising in connection with such safe custody, save where due to Mox's fraud, wilful default or negligence; and
 - (ii) any damage or loss arising in connection with any act, wilful default or negligence of the Broker, any nominee or other agent, or the Broker's or

any agent's nominee, and you accept that any Securities placed with the Broker, or any nominee or other agent, or the Broker's or any agent's nominee are at your own risk, provided that Mox shall have exercised reasonable care in selecting the Broker, nominee or other agent.

50.14 Risks associated with order placement

- (a) **Market orders:** A market order is an instruction to execute your order at any price available in the market. A market order is not guaranteed a specific execution price and may execute at an undesirable price. If you would like greater control over the execution prices you receive, please submit your order using a limit order, which is an instruction to execute your order at or better than the specified limit price.
- (b) **Limit order:** A limit order is an order to buy or sell Securities at a specified price or better. The limit order ensures that if the order fills, it will not fill at a price less favourable than your limit price, but it does not guarantee a fill.
- (c) **Order conversion and designation:** The Broker may convert certain order types or apply conditions to certain Mox Invest customer orders in order to facilitate an execution. For example, the Broker may simulate certain order types using "order designations". Simulated order types may be used in cases where an exchange does not offer an order type or in cases where the Broker does not offer access to the "native" form of certain order types offered by an exchange. In addition, orders may be sent "Immediate or Cancel", "Fill-Or-Kill", "All-Or-None", etc., in order to facilitate an immediate, automatic execution, consistent with the objectives of the client order. To protect client orders from significant and rapidly changing prices, the Broker may simulate market orders on exchanges by establishing a price ceiling for a buy order or a price floor for a sell order at a percentage beyond the inside bid/ask. While this cap or floor is set at a level intended to balance the objectives of execution certainty and minimized price risk, there exists a possibility that an execution will be delayed or may not take place.
- (d) **Filters:** The Broker is required by exchanges and regulators to maintain "filters" in its systems that prevent executions at prices that might be deemed to be disruptive to an orderly market (or exchanges may have such filters in their systems). These filters may cause an otherwise marketable order not to be executed or to be delayed in execution, even if the client might want the order to be executed immediately at a certain price. In accordance with its regulatory obligations as a broker, the Broker may also reject orders exceeding certain size thresholds, based upon factors including the normal volume in the product, the type of order, the marketability of the order, and other factors which may affect the likelihood that the order could result in market disruption.
- (e) **Potential effects of high volumes and market volatility:** High volumes of trading and price volatility may lead to wider market volatility and extreme market conditions. It is important that you understand the potential risks this presents, including:

- (i) **Delay and price issues:** High volumes of trading, either around the market open, market close or other times of day, may cause delays in execution (or associated reporting) and/or executions at prices significantly different than the market price quoted or displayed at the time of order entry; and
- (ii) **Changes to order handling and restrictions on order acceptance:** Volatile or extreme market conditions may necessitate changes to the Broker's order handling procedures and/or restrictions on the types of orders the Broker will accept. Mox and the Broker are not required to receive or accept orders from customers, particularly in circumstances where we believe that the associated compliance, legal, financial, credit or other risks are not acceptable. We may determine that it is necessary to change order handling procedures, or restrict or prohibit trading, to limit our and/or our customers' exposure to extraordinary market, financial or other risks. We may make these changes in our absolute discretion, without notice.

50.15 Risk of after-hours trading and order sent near opening of trading

- (a) You are responsible for familiarising yourself with the hours of the relevant markets on which you wish to trade, the risks associated with after-hours trading and for determining when to place orders, how you direct those orders and what type of orders to use. If after-hours trading is offered, this does not constitute a recommendation or conclusion that after-hours trading will be successful or appropriate for all trades.
- (b) Some of the risks associated with after-hours trading compared to regular market hours trading include lower liquidity, higher volatility, changing prices, unlinked markets, news announcements that affect the price of a Security and wider spreads. As a result, your order may only be partially executed, or not at all, and you may receive an inferior price.
- (c) Markets can be especially volatile near the opening of a trading session, with prices and available volume often changing rapidly and with data feeds from various markets potentially being slow or temporarily unavailable. We cannot guarantee that orders sent at or near the opening of trading necessarily will receive the best posted price. You may want to consider the use of limit orders at the open, although market orders should be used if certainty of getting a fill is of greater concern to you than fill price.

50.16 Risk of system and component disruption or failure

- (a) Securities Trading through Mox Invest and the use by the Broker of computer-based component systems for the order routing, execution, matching, registration or clearing of trades exposes you to risks associated with system and component disruption or failure. For example, Securities Trading can be affected when Mox Invest or the Broker's order-routing systems, or SEHK or any Relevant Overseas Markets' systems, are experiencing technical difficulties. Risks include possible delays or failures in, or in relation to:

- (i) availability of your connection to Mox Invest, and of Mox Invest to the Broker, and of the Broker to SEHK or the Relevant Overseas Market, including any authentication protocols and internet connectivity issues;
 - (ii) the operation of databases and internal transfers of data;
 - (iii) the provision of data feeds (accuracy of data and stability of data connections);
 - (iv) possible hardware failures;
 - (v) usage loads, bandwidth limitations, and other bottlenecks inherent in computerized and networked architectures;
 - (vi) issues, disputes, or failures of third party vendors and other dependencies; and
 - (vii) other general risks inherent in computer-based operations.
- (b) There is no guarantee that Mox Invest or the Broker's computer-based system will be available at all times. Any of the above, and other technical difficulties, could lead to delays or failures in order execution, incorrect order execution or other problems. In the event of such disruption or failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders, or modify or cancel orders that were previously entered. Such disruption or failure may also result in loss of orders or order priority. You should maintain alternative trading arrangements in addition to your Mox Invest Account in case Mox Invest or the Broker's systems are unavailable for any reason.

PART A: Terms and Conditions applicable to Funds

This Part A applies to any Mox Invest Transaction involving Funds (whether a one-time or standing investment in a single Fund or an investment in a portfolio of Funds, if and when we make such products available). In the event of any inconsistency between the terms of this Part A and the remainder of this Schedule 4, this Part A prevails in so far as it applies to a Mox Invest Transaction involving Funds.

51. Mox Invest Transactions involving Funds

- (a) You may give us an Instruction to purchase unit(s) in a Fund:
 - (i) as a one-time, stand-alone, subscription; and/or
 - (ii) where we permit, by way of a periodic (e.g. monthly) subscription to unit(s) in that Fund. This requires you to give us a standing Instruction on the Mox app. Standing Instructions:
 - (A) must specify the relevant Fund, the amount of the recurring subscription in that Fund, and the period over which the standing Instruction is to be repeated;

- (B) are executed by us on a periodic basis; and
 - (C) may be cancelled by you via the Mox app. Although we will do our best to cancel the relevant standing Instruction as soon as possible after we receive your request, we may not do so with immediate effect and/or before its next execution date. We will tell you via the Mox app if we haven't cancelled your standing Instruction and we will not be liable for any resulting loss or damage you may suffer or for any lost profit or lost or missed opportunity.
- (b) You may also give us an Instruction:
- (i) where we permit, to purchase a portfolio of Funds – in which case further terms will apply as we specify at the time; and/or
 - (ii) to redeem your unit(s) in any Fund.
- (c) You agree that:
- (i) although we will do our best to act on your Instruction to purchase unit(s) or redeem your unit(s) in a Fund as soon as possible after we receive your Instruction, neither we nor the Fund are obliged to accept or act on your Instruction in respect of a Fund;
 - (ii) your Instructions to purchase unit(s) in a Fund will be executed in the order in which they are received by us. This means that a standing Instruction for a periodic subscription to unit(s) in a Fund will be executed in priority to any subsequent Instruction to purchase unit(s) in a Fund as a one-time, stand-alone subscription and any subsequent standing Instruction for a periodic subscription to unit(s) in a Fund;
 - (iii) if you do not have sufficient cash in your Mox Invest Account to pay for an Instruction to purchase unit(s) in a Fund, we will execute the Instruction partially up to the available amount in your Mox Invest Account to the extent possible or reject that Instruction;
 - (iv) we are not required to act on any Instruction in respect of a Fund at any time which occurs outside the relevant cut-off time applicable to that Instruction as displayed in the Mox app (in the usual course, any such Instruction placed will be executed or submitted on the next business day);
 - (v) in order to execute your Instructions relating to a Fund, we will rely on information you have provided to us and for each Instruction (including any standing Instruction) you will be taken to have confirmed that such information is accurate and correct;
 - (vi) any Instruction from you in respect of a Fund is subject to any limits or restrictions imposed by us or the relevant Fund, Fund manager, trustee or distributor of the Fund, relevant Fund Documents (as defined below), and any statutory, regulatory, legal or market requirements;

- (vii) after you purchase unit(s) in a Fund, where we permit, you may be able to switch between different Funds managed by the same fund manager;
- (viii) in respect of an Instruction to redeem your unit(s) in any Fund:
 - (A) we will debit the unit(s) you wish to redeem from your Mox Invest Account following confirmation by the relevant Fund of the redemption application; and
 - (B) a Fund may suspend your redemption rights;
- (ix) for the purposes of compliance with laws, we, on behalf of ourselves and/or the relevant Fund or fund manager, trustee or distributor of the Fund, may require you to submit further identification or documentation before you are entitled to purchase unit(s) in or redeem your unit(s) in any Fund. If you do not comply with the requirements of such request we may not be able to process your Instruction in respect of the Fund and the Fund, its manager or its administrator may prevent us from proceeding with an investment on your behalf and without any monies payable to you;
- (x) we are not responsible or liable for:
 - (A) ensuring that the relevant Fund allots the Fund unit(s) to you or redeems your unit(s) in any Fund; or
 - (B) for any loss or damage you may suffer or for any lost profit or lost or missed opportunity as a result of any breakdown, failure, interruption, suspension or malfunction of any telecommunications, computer services or systems used in connection with, or any refusal to accept or delay in accepting or processing, your Instruction in respect of the Fund; and
- (xi) we are not liable for any reduction of value in your investment in any Fund or the failure to secure a particular level of income or capital gain, whether or not you make the investment as a result of our advice, unless caused by our fraud, wilful default or negligence.
- (d) The purchase or redemption price of a Fund displayed to you on the Mox app at the time you submit your Instruction to us is only indicative and so the actual purchase or redemption price may be more or less, as reflected in the relevant contract note. This may be because, for example:
 - (i) the purchase or redemption price of a Fund displayed to you on the Mox app reflects that of the previous day;
 - (ii) market conditions may have changed when the actual purchase or redemption of the Fund takes place; and/or
 - (iii) the actual transaction date of a Mox Invest Transaction involving a Fund may not be the same as the date of your Instruction. The actual transaction date depends on the dealing day of the relevant Fund. For

example, if the date of your Instruction (including any standing Instruction) falls on a non-dealing day of the relevant Fund, the execution of that Instruction will be made on the next dealing day for that Fund.

We are not liable to you for any loss or damage you may suffer or incur or for any lost profit or lost or missed opportunity in connection with such variance.

- (e) Please note that Funds may be denominated in a currency other than HKD. If you wish to purchase a Fund which is not denominated in HKD, you will need to purchase the relevant foreign currency first and use that foreign currency to purchase unit(s) in that Fund. You will also not receive HKD if you redeem your unit(s) in any Fund which is not denominated in HKD – you will receive the relevant non-HKD currency.

52. Suitability in respect of Funds

- (a) A Mox Invest Transaction involving Funds may be made on a non-solicited basis or may involve us making investment recommendations or solicitations. Our duties and obligations to you will differ depending on which service you use.
- (b) In accordance with clause 4, if we solicit the sale of or recommend a Fund to you, we will take reasonable steps to ensure that the suitability of the recommendation or solicitation is reasonable in all the circumstances, and with respect to any Fund which uses or involves a derivative product, to ensure you have sufficient knowledge of such derivative product and that you understand the nature and risks of such Fund and have sufficient net worth to be able to assume the risks and bear the potential losses of investing in such Fund. This is not a guarantee that your investment will increase in value.
- (c) The suitability assessment we undertake is based on the information that you have provided to us (including your investment knowledge, education, age and liquidity needs) and any other information which we consider to be appropriate which is available to us at the time the assessment is made, at the time we execute your Instruction or the initial investment of a standing Instruction. The suitability assessment we undertake does not account for any subsequent changes to that information. Relevant information includes but is not limited to changes to market conditions, foreign exchange rates, interest rates, geopolitical developments (e.g. foreign relations between countries) and your personal information and circumstances. Changes to any of those factors and others, taken individually or in combination may affect the suitability of an investment after it has been made, making it no longer suitable.

53. Fund Documents

- (a) Each Fund will be offered by “**Fund Documents**” including a prospectus, a fact sheet, a key facts statement, an annual report (if any) and a semi-annual report (if any).
- (b) The Fund Documents contain important information relating to a Fund, including its investment objectives, fees, risk factors, conflicts of interests, transfer

restrictions, subscription, redemptions, compulsory redemption, and other matters.

- (c) We will use reasonable efforts to provide you the Fund Documents relating to each available Fund via the Mox app, subject to their availability and unless otherwise required by law.
- (d) Fund Documents are prepared by third party Fund managers. We have not and will not examine or verify the accuracy or completeness of any information in Fund Documents. We therefore make no representation that Fund Documents or other Fund Information (as defined in paragraph (g) below) are accurate or complete and that any returns will be achieved. We exclude any liability relating to the Fund Documents and any other Fund Information, including any express or implied representations or warranties for statements or errors in, or omissions from, the Fund Documents and any other Fund Information.
- (e) You agree and acknowledge that:
 - (i) before you purchase a Fund, you must read all relevant Fund Documents carefully and ensure that you understand them and the associated risks. Your investment in a Fund is made on the basis of, and is subject to, the information (including the risk factors) set out in the Fund Documents;
 - (ii) if you have any questions about the Fund Documents, you must obtain independent advice. The Fund Documents are not intended to provide tax, legal, accounting or financial advice;
 - (iii) the Fund Documents may include declarations, representations and warranties that you, as an investor in the relevant Fund, are required to make. If you proceed with your investment in that Fund, you will be treated as having made the required declarations, representations and warranties. For any subsequent investment in that Fund made in accordance with a standing Instruction you will be treated as repeating the required declarations, representations and warranties;
 - (iv) you will comply with the requirements set out in the relevant Fund Documents including sale and/or transfer restrictions, undertakings and indemnities and its applicable laws and regulations; and
 - (v) the Fund will invest in the assets described in the relevant Fund Documents.
- (f) We are not liable to you for any loss or damage you may suffer or incur or for any lost profit or lost or missed opportunity in connection with the representations and warranties you are treated as having given or have failed to give or your failure to read the Fund Documents.
- (g) Mox uses Allfunds Bank S.A.U. ("**Allfunds**") as the source of the fund prices and the fund documentation ("**Fund Information**") both of which are provided to Allfunds by the relevant fund manager(s). The Fund Information:

- (i) may not be copied or redistributed except as specifically authorized in writing;
- (ii) does not constitute investment advice;
- (iii) is provided solely for informational purposes; and
- (iv) is not warranted to be complete, accurate or timely.

54. Benefits and conflicts of interest

- (a) We are not an independent intermediary because we may receive, directly or indirectly:
 - (i) fees, commissions or other monetary benefits from, or on behalf of other parties (which may include product issuers, fund managers and other service providers) in relation to our distribution, recommendation or solicitation of Funds to you. Such monetary benefits may include distribution fees from, or on behalf of, fund managers for distributing or recommending certain Funds, marketing payments and/or ongoing commissions each year for the period you hold a particular Fund. For further details, please refer to our disclosure on monetary benefits which we are required to deliver to you prior to or at the point of entering into any transaction in Funds. In addition, we may from time to time receive monetary benefits from other parties (which may include product issuers, fund managers or other service providers) for things such as research and development; and
 - (ii) non-monetary benefits from, or on behalf of, other parties (which may include product issuers, fund managers and other service providers), or have close links or other legal or economic relationships with such parties, in respect of our distribution, recommendation or solicitation of Funds to you. These non-monetary benefits may include things such as marketing support design assistance and training materials.
- (b) We have a memorandum of understanding with Allianz Global Investors Asia Pacific Limited (“AllianzGI”) pursuant to which AllianzGI may provide us with monetary benefits and non-monetary benefits (such as those set out above) to support the services we provide to you, including those involving the Allianz Yield Plus Fund.
- (c) We maintain policies and procedures and have appropriate governance, transparency and oversight arrangements in place for the management of conflicts of interest. We take all reasonable steps to identify and record conflicts of interest and to prevent conflicts from giving rise to a material risk of damage to you. For example, we ensure that neither we nor our employees will be remunerated in a manner which will create an incentive to favour one particular Fund over another Fund. Aside from our receipt of monetary and non-monetary benefits as described above, the possible types of conflicts of interest that may arise in connection with a Mox Invest Transaction involving Funds are broad ranging and may occur in a wide range of circumstances. For example, Mox, its

affiliates and/or subsidiaries, may at any time, to the extent permitted by applicable law and/or regulation, be long or short any Fund made available to you on the Mox app, or have a material interest in any such Fund, or may be the only market maker in relation to such Fund, or provide, or have provided advice, investment banking or other services, to issuers of such Funds.

- (d) You agree that:
- (i) we are entitled to retain any remuneration or benefit which arises in relation to, or as a result of your investment in any Fund;
 - (ii) we are entitled to solicit or recommend any Fund to you even though we may have a material interest in such Fund; and
 - (iii) we are entitled to enter into any Mox Invest Transaction involving Funds on your behalf notwithstanding we may have a relationship which gives rise to a conflict of interest.

55. Dividends and other legal matters

- (a) Dividends declared by a Fund will be disbursed according to the distribution policy set out in the relevant Fund Documents. If a Fund is paying:
- (i) a cash dividend, all dividends will be credited to your Mox Invest Account; or
 - (ii) a unit dividend, all dividends will be automatically reinvested in the Fund through the purchase of additional unit(s) in the Fund, to be held by us for you in accordance with these terms.

Where you have an option to reinvest, if you have not told us otherwise, cash dividends from Funds will either be reinvested or credited to your Mox Invest Account as we deem fit.

- (b) If, at any time, for any reason we are instructed to divest ourselves (as registered holder of your Fund), transfer or otherwise dispose of any Fund, that Fund will be redeemed and we will credit the proceeds into your Mox Invest Account in accordance with these terms.
- (c) We will not advise or act for you with respect to any legal matters for any Fund, including bankruptcies or class actions. We will use our best efforts to send you any documents we receive with respect to such matters. We are also not obliged to engage in any dispute, litigation and/or any proceedings or actions relating to your investment in any Fund – that is your sole responsibility.

56. Funds Risk Disclosure Statement

- (a) This Risk Disclosure Statement provides a brief summary of some (but not all) of the features and risks of Mox Invest Transactions involving Funds. You should carefully consider whether the Mox Invest Transactions you propose to enter into

are suitable for you having regard to your investment experience, investment objectives, financial situation and risk tolerance.

- (b) If you are in any doubt about the risks involved in Mox Invest Transactions involving Funds, you should seek independent financial, investment, tax, legal or other professional advice.
- (c) The contents of this Risk Disclosure Statement have not been reviewed by any regulatory authority.

56.1 SFC authorized funds

Only SFC authorized investment funds are distributed by Mox. SFC authorization is not a recommendation or endorsement of a Fund, nor does it guarantee the commercial merits of a Fund or its performance. It does not mean the Fund is suitable for all investors, nor is it an endorsement of its suitability for any particular investor or class of investors. The content of the Mox app has not been reviewed by the SFC or any regulatory authority in Hong Kong.

56.2 No guarantee

An Investment in a Fund, whether as a stand-alone investment or as part of a portfolio of Funds is different from depositing money with a bank. Funds do not guarantee a return on investment. Further, past performance is not indicative of future performance.

56.3 Principal protection

The principal value of an investment in a Fund may not be protected and as a result you may suffer a loss of your principal investment.

56.4 Liquidity risks

Liquidity of a Fund may be limited and there is no guarantee that there will be a market for a particular Fund at all times.

56.5 Counterparty risk

Funds are subject to counterparty risk associated with the underlying investments held by the Fund. If the counterparty in respect of the underlying investment defaults or fails to honour its contractual commitment, the Fund may suffer losses. Further, the credit rating and/or financial condition of the counterparties in respect of the Fund's underlying investments will affect the value of the Fund and ultimately your investment. For example, if a counterparty defaults the value of the Fund may be negatively affected.

56.6 Currency risk

Investors investing in Funds that are denominated in a currency other than Hong Kong dollars are exposed to exchange rate risk. Currency fluctuations can adversely affect the value of an investment where it is necessary to exchange one currency to another.

56.7 Investment risk

The prices of Funds fluctuate, sometimes dramatically. The price of Funds may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of investing in Funds.

56.8 Risk of underlying assets

A Fund is generally exposed to the same risks as its underlying assets. For example, a Fund that invests in exchange traded derivative products may be negatively affected in the event that the issuer of the exchange traded derivative product defaults.

56.9 Concentration risk

Investing in a Fund that is concentrated in one or few asset classes, jurisdictions or market sectors may be riskier than investing in a Fund that has greater diversification.

56.10 Leverage risk

Funds may adopt an investment strategy by which they utilise embedded leverage to maximise returns. The use of leverage will magnify both gains and losses of leveraged products. For example, a small change in the price or value of an underlying investment could have a significant impact on the value of the Fund.

56.11 Derivatives products risk

Funds may use derivative products such as options, warrants, futures or forward contracts for hedging, or other purposes (including portfolio or investment management). However, detrimental movements in the price of a derivative may have an adverse impact on the value of the Fund. If a Fund's derivative strategy is not implemented correctly, the Fund may suffer significant losses.

Extensive use of derivative products for investment purposes exposes a Fund to severe losses in the event of detrimental movements in the value of the derivatives.

You should carefully consider whether the Fund you propose to invest in is suitable for you having regard to your investment experience, investment objectives, financial situation and risk tolerance.

56.12 Complex products risk

It is difficult to accurately value certain investment products where there is limited or no publicly available price data. In such cases, it is only possible to obtain price information when the product is sold. In periods of low liquidity, there may be significant fluctuations in sale prices. Further, the price of such products may not accurately reflect its theoretical value due to outside influences such as market supply and demand factors.

These investment products include derivatives and Funds which invest in derivative products. They also include illiquid investments which have no or a very limited secondary market. It may be difficult to sell these investment products and there is no guarantee that there will be a market for such products at all times.

56.13 Restrictions on trading of Funds

Some Funds may have restrictions on trading and only permit investors to subscribe or redeem an investment on specified dealing days. Dealing days may be restricted to regular periods each week or month or even longer periods (e.g. quarterly). Some Funds will not permit any redemptions for a fixed period or in certain circumstances (such as during particular market conditions), and you will be forced to hold the investment or be required to pay a fee for redemption, which may be significant and cause you to suffer a loss on your investment. If a Fund does not have daily trading, you may be forced to wait

in order to subscribe or redeem. In such cases, you may suffer a loss on your investment or miss an opportunity for profit due to fluctuations in value. Please refer to the relevant Fund Documents for more information.

56.14 Risk of payment of dividends out of capital

A Fund may choose to pay dividends out of capital of the Fund. Funds that maintain a high distribution yield may not necessarily deliver positive or high returns on investment in the long term due to reduced availability of capital for future reinvestment. Capital growth may suffer as a result. Further, distributions of dividends may lead to an immediate reduction in the net asset value per unit of the Fund.

56.15 Emerging market risk

The markets in which a Fund invests:

- (a) may be subject to a high degree of geopolitical or economic risk;
- (b) may not be subject to reporting, accounting or auditing standards or practices which are applicable in jurisdictions with more advanced financial markets; and
- (c) may be subject to less onerous and developed legal, tax and financial market regulation, government supervision and regulator independence than more advanced markets. Such Funds may be affected by sudden changes in regulatory requirements, exchange controls, foreign exchange rates, interest rates and geopolitical developments.

56.16 Risks specific to equity Funds

- (a) A Fund which invests in equity securities is subject to general market and trading risks. Prices of equity securities fluctuate, sometimes dramatically. Prices may be impacted by various factors, including issuer-specific factors and general market conditions such as investor sentiment, and macro-economic trends.
- (b) The stock of small- and mid-capitalisation companies tend to be very volatile and illiquid. Changes in risk factors may cause a more significant movement in the stock of such companies relative to other companies or investment products. Such movements may cause the Fund to suffer a loss of value.
- (c) Illiquidity, market volatility and difficulties with trading and settlement in certain markets may also lead to fluctuations in the prices of equity securities. Such fluctuations may cause the Fund to suffer a loss of value.

56.17 Risks specific to bond Funds

A Fund which invests in bond securities is subject to:

- (a) the credit risk of the underlying bonds. Credit risk reflects the risk that the issuer of an underlying bond is unable to meet its payment obligations and defaults. Such a default may adversely affect the value of the Fund; and
- (b) the risk of changes in interest rates. In general, the value of a bond will fall if there is an increase in the market interest rate. As a result, an increase in interest rates may adversely impact the value of a Fund which has invested in bonds.

56.18 Risks specific to high yield bond Funds

In general, the yield of a bond will increase as its credit rating deteriorates. Funds may choose to invest in higher yielding bonds with a rating lower than investment grade in order to increase returns. Such speculative or junk bonds may include issuers that are unrated or in default. Funds that invest in these bonds are subject to a higher degree of credit risk than Funds which invest in higher-rated, lower-yielding bonds.

56.19 Risks specific to money market Funds

Money market Funds are not obliged to redeem units at their offering price. Further, such Funds are not subject to the supervision and regulation of the Hong Kong Monetary Authority. Such Funds do not provide a guarantee of return and are not principal protected.

Last updated: 28 November 2023

Mox Invest 條款及細則 (一般條款及細則附表 4)

(適用於我們向其提供 Mox Invest 的所有客戶)

我們將不時對本附表 4 作任何更改。如您擁有 Mox Invest，我們將通知您有關更改。我們無須就本附表 4 的任何更改通知並無擁有 Mox Invest 的任何客戶。

1. 定義

除文意另有所指外，大寫或以其他方式定義的術語具有一般條款及細則（包括其他附表）中所賦予的含義。此外：

- (a) 「**經紀**」指任何獲我們委任受理、執行、結算及交收 Mox Invest 交易及提供該等經紀服務及或相關的所有服務之任何人士。獲我們委任的經紀亦可以提供代名人及/或託管服務。
- (b) 「**被抵押證券**」指現時或將來為任何目的而由 Mox、經紀或任何代名人代表您持有、保管或控制的所有證券，包括任何該等證券的分派、權利或申索。
- (c) 「**Mox**」、「**我們**」指 Mox Bank Limited（中央編號：BNO808），註冊地址及主要業務地址為香港鰂魚涌英皇道 979 號太古坊濠豐大廈 39 樓。Mox 是根據《證券及期貨條例》從事若干受規管活動的香港證監會註冊機構。
- (d) 「**Mox Invest**」指 Mox 基於本附表 4 的規定，根據您發出的指示，代表您買賣證券或以其他方式進行證券交易（統稱為「**證券買賣**」）的服務，以及所有涉及或附帶的服務。
- (e) 「**Mox Invest 戶口**」指 Mox 為您開立及維持的戶口，其中包括：
 - (i) 一個指定存款戶口用於持有 Mox Invest 交易結算資金、收取涉及任何證券的入息、股息及其他款項，以及支付與您的 Mox Invest 交易有關的及您使用 Mox Invest 產生的任何費用及收費；及
 - (ii) 一個用於記錄代表您持有的任何證券的戶口。
- (f) 「**Mox Invest 交易**」指根據本附表 4 透過 Mox Invest 進行的任何證券買賣交易。
- (g) 「**指令**」指買賣證券的指示。

- (h) 「**非美國人士**」指除美國人士以外的人士。
- (i) 「**有關境外市場**」指可透過 Mox Invest 進行證券買賣或交易的香港以外的相關證券交易所、交易中心或有組織市場。
- (j) 「**證券**」具有《證券及期貨條例》附表 1 第 1 部所賦予之定義，包括在聯交所或任何有關境外市場（例如美國交易所）上市或交易的證券，及互惠基金、單位信託或其他集體投資計劃（或其中的個別股份類別或單位），在每種情況下均已獲得證監會授權及可不時在 Mox 應用程序上獲取（「**基金**」）。
- (k) 「**聯交所**」指香港聯合交易所有限公司。
- (l) 「**聯交所上市規則**」指《香港聯合交易所有限公司證券上市規則》及/或《香港聯合交易所有限公司創業板證券上市規則》（視適用情形而定）。
- (m) 「**香港證監會**」指香港證券及期貨事務監察委員會。
- (n) 「**《證券及期貨條例》**」指《證券及期貨條例》（香港法例第 571 章）。
- (o) 「**美國**」指美利堅合眾國及其各州、領地、屬地及哥倫比亞特區。
- (p) 「**USD**」指「美元」。
- (q) 「**美國交易所**」指可透過 Mox Invest 進行美國證券買賣或交易的美國證券交易所、交易中心或有組織市場，包括但不限於納斯達克、紐約證券交易所（NYSE）、美國證券交易所（AMEX）、紐約證券交易所高增長板（NYSE ARCA）和 BATS 全球交易所（BATS Global Exchange）。
- (r) 「**美國人士**」指以下任何一名或多名人士（除非就第(i)至(iii)人士而言，適用法律、法規及規章規定，該等人士無需就其來自全球任何來源的入息繳付美國聯邦入息稅）：
 - (i) 美國公民；
 - (ii) 非美國公民或國民，但本年内符合《1986 年美國國內收入法》及其修正案及/或任何其他適用法律、法規及規章項下的「綠卡」標準或「實質居住」標準的人士；
 - (iii) 選擇被視為美國稅務居民的人士；及
 - (iv) 應就其來自全球任何來源的入息繳納美國聯邦入息稅的任何其他人士。

我們保留權利對有關「美國人士」之定義作出所需之修訂，以符合適用之法律及其官方解釋。

- (s) 「美國證券」指在 Mox 應用程序上不時提供的已上市報價或僅在美國交易所的相關海外市場報價的證券。
- (t) 「美國證券買賣」指透過 Mox Invest 就美國證券進行的證券買賣。

2. Mox Invest 條款

- (a) 您可以申請使用 Mox Invest 進行證券買賣。我們有絕對酌情權決定是否准許您使用 Mox Invest。
- (b) 除我們的《一般條款及細則》及前述附表外，您同意，當您申請使用 Mox Invest 及每次使用 Mox Invest 時，您亦接受本附表 4 的條款及細則約束，並且您已細閱及明白下文第 50 條及第 56 條的風險披露聲明，亦接受與證券買賣及使用 Mox Invest 有關的風險。就 Mox Invest 而言，如本附表 4 的條款與《一般條款及細則》及前述附表的任何條款有任何不一致，概以本附表 4 的條款及細則為準。
- (c) 除《一般條款及細則》第 3 條的條款外，您亦同意，就 Mox Invest 及您的 Mox Invest 交易而言，我們作為您的代理行事，而非您的受託人。

3. 您的 Mox Invest 戶口

- (a) 您的 Mox Invest 申請一經批核，我們會通知您，並在 Mox 應用程式中以您的名義開立一個 Mox Invest 戶口。屆時，您可使用 Mox 應用程式將資金從您的 Mox 戶口或任何目標戶口轉至您的 Mox Invest 戶口（反之亦然），並可使用 Mox Invest 開始進行證券買賣。您的 Mox Invest 戶口僅可用作與 Mox Invest 有關的用途。
- (b) 《一般條款及細則》附表 1 第 1 條適用於您的 Mox Invest 戶口的運作。您的 Mox Invest 戶口中的存款會根據《一般條款及細則》附表 1 第 6 條的規定賺取利息。您可根據《一般條款及細則》附表 1 第 7 條的規定，兌換您的 Mox Invest 戶口中的資金。
- (c) 如您的 Mox Invest 戶口被透支，您即欠付我們該透支款項，您須立即將資金存入您的 Mox Invest 戶口，以使您的 Mox Invest 戶口不再有透支情況。否則，我們可能會從您的其他 Mox 戶口中提取資金以償還透支款項。即使您的 Mox Invest 戶口已結束，您亦有責任向我們支付任何透支款項。您的 Mox Invest 戶口被透支

期間，我們亦可向您收取費用及/或利息。您可透過 Mox 應用程式及/或我們的網站查閱有關該等費用和利息的詳情。

- (d) 您有責任保護您的 Mox Invest 戶口，包括根據《Mox 應用程式使用條款及細則》及《一般條款及細則》附表 1 的「C 部：網上支付一次性密碼條款」保護您的 Mox Invest 戶口。如有人未獲授權登入或使用您的 Mox Invest 戶口，您須立即通知我們。您應對您的 Mox Invest 戶口進行的所有 Mox Invest 交易負責。就您因任何第三方登入或使用您的 Mox Invest 戶口而招致或蒙受的任何損失，我們概不負責，但因我們的欺詐行為、故意失責或疏忽所引致的損失則除外。

4. 合適性規定

- (a) 如我們向您招攬銷售或建議任何金融產品，該等金融產品必須是經我們考慮您的財務狀況、投資經驗及投資目標後釐定適合您的。本條款及細則的任何其他條文或任何其他我們可能要求您簽署的文件及作出的聲明概不會減損本條款第 4 條的效力。
- (b) 除本條款中明確規定外，您同意，我們在本條款項下並無責任就證券的挑選向您提供任何意見或根據本條款向您提供全權管理服務。您確認，就您對 Mox Invest 的使用，Mox 職員無權招攬指令或提供關於買賣、投資、稅項或其他方面的建議。因此我們不會承擔第 4(a)條以外的任何相關謹慎責任或義務。
- (c) 純粹在 Mox 應用程序或我們的網站上提供以作一般信息參考的市場展望或與 Mox Invest 相關的營銷或宣傳材料，並不構成購買或出售證券的要約、建議或招攬行為，亦不應被解釋為此。在這方面，您理解並確認，Mox 應用程序或我們的網站上可投資證券的展示以及投資主題及/或行業的任何分類、無意構成也不構成任何此類證券的招攬或推薦，我們不保證任何此類證券（無論單獨、隨意組合或全部）適合您的需求。

5. 您的指示

- (a) 您已指示並授權我們：
- (i) 按照您根據本附表 4 發出的指示，代您買賣證券，並以其他方式處理證券、就證券收取的任何款項及您的 Mox Invest 戶口中持有的資金；
- (ii) 作為您的代理人，購買、出售、註冊、提取或領取證券或證券的分派，及行使因證券引致或有關之任何權利或申索，包括股息、供股或其他公司行動；

- (iii) 指示我們根據下文第 6 條委任的經紀、任何代名人或其他代理，就執行及完成任何 Mox Invest 交易及持有及轉讓證券作出適當安排；及
 - (iv) 根據您不時提出的要求，向您提供可透過 Mox Invest 進行買賣證券的價格資料或有關該等證券的其他資料，包括市場數據（見下文第 21 條）。如該等資料由第三方獨立擬備，我們並無責任翻譯該等資料或確保該等資料屬真實及準確。
- (b) 您可透過 Mox 應用程式或我們可能指定的任何其他方式向我們發出有關 Mox Invest 的指示。我們可倚賴該等指示，而無須核實以該等方式向我們發出該等指示的任何人士的身份或授權。為免生疑問，您確認，《一般條款及細則》第 4 條亦適用於您發出的任何有關 Mox Invest 的指示，而我們有絕對酌情權決定是否接受及執行您發出的任何指示。就我們拒絕接受或延遲執行您發出的任何指示而引致的後果，我們概不負責，但因我們的欺詐行為、故意失責或疏忽所引致的後果則除外。
- (c) 我們、經紀、任何代名人或其他代理人均獲授權及有權（但並無責任），就或倚賴您根據本條款發出的任何指示行事或採取我們真誠認為適宜的措施，而不論是否有任何延遲、錯誤、中斷或暫停（包括簽署文件並根據需要作出陳述和確認）。就我們、經紀、任何代名人或其他代理人倚賴您發出的指示就您的 Mox Invest 戶口進行的任何 Mox Invest 交易、買賣或其他作為或不作為，您將受其約束。就您因我們執行該等指示而招致或蒙受的任何損失，我們、經紀、任何代名人或其他代理人均對此概不負責。
- (d) 您在發出有關出售任何證券的指示之前，將就該等證券轉讓的任何法律限制（包括美國《1933 年證券法》項下的任何限制）通知我們，並將提供為遵守合法轉讓規定所需的文件。您須對因遵守或沒有遵守任何轉讓限制所引起的任何延遲、支出及損失負責。
- (e) 您同意，買賣證券的指示（指令）如無法完全執行，我們可部分執行該等指示。如您的指示無法執行或無法完全執行，我們並無責任立即通知您。
- (f) 如我們要求您作出答覆，您確認，若您未在我們指定的任何限期內作出答覆，可能導致我們不能執行您的指示。
- (g) 您同意，我們可對與您的所有電話通話進行錄音，以核實您的指示。我們亦可保存透過 Mox 應用程式或我們指定的任何其他方式收到您的指示紀錄。如有爭議，您同意接受任何電話錄音或 Mox 應用程式或其他記錄的內容為您所作出的指示之最終確證。

- (h) 您同意，如您在使用 Mox Invest 時透過 Mox 應用程式發出任何指示，就因任何該等指示或任何價格資料的傳送或傳達延遲、失敗、錯誤、中斷或暫停，或因任何其他人士錯誤接收任何該等指示而招致或蒙受的任何損失，我們概不負責，但因我們的欺詐行為、故意失責或疏忽所引致的損失則除外。
- (i) 您同意就 Mox 及其職員、僱員、經紀及任何代名人或其他代理中的任何人士因執行您發出的指示或延遲執行或未執行您發出的指示而可能招致或蒙受的任何損失或責任作出賠償，但因其欺詐行為、故意失責或疏忽所引致的損失或責任則除外。

6. 經紀、代名人及其他代理的委任

- (a) 為提供任何與 Mox Invest 有關的服務，包括經紀、代名人及託管服務，我們可使用經紀、代名人及其他代理（包括託管人、聯絡人、網絡、證券交易所、市場、結算所及其他市場基礎設施）的服務。該等經紀、代名人及其他代理可能是 Mox 的聯屬公司或其他第三方，並可能以代理或主事人的身份行事。該等經紀有權僱用其他經紀、交易商或聯屬公司執行指令。
- (b) 除《一般條款及細則》第 14 條的條款外，您亦授權我們代表您進行商議和接受有關該等經紀、代名人及其他代理的委任及與該等服務有關的所有安排，並全權酌情決定終止及更換任何該等委任及安排。
- (c) 我們須合理審慎地挑選及委任該等經紀、代名人及其他代理，但在任何法律或法規允許的範圍內，我們就該等人士的行為、遺漏或破產概不負責。您確認並接受因該等經紀、代名人或其他代理違責或未能履行其職責或其清盤或停業而導致損失或無法完成 Mox Invest 交易的風險。
- (d) Mox 或其聯屬公司，或該等經紀、代名人及其他代理，均無責任就因本第 6 條所述的安排而收取的任何佣金、回扣、收費、價格調整、付款、商品、服務或其他利益（包括非金錢利益）向您作出交代。您同意支付他們的費用、收費及佣金，並就他們的申索，對 Mox 及其職員及僱員確保其得到賠償。
- (e) 您確認並同意，在適用法律允許的最大範圍內，就我們以代理身份代表您進行任何 Mox Invest 交易而履行的所有責任，您與我們共同和個別向該等經紀、代名人及其他代理負責。

7. 購買資金

- (a) 您授權我們隨時從您的 Mox Invest 戶口提取以下款項（包括在您的 Mox Invest 交易結算之前），而無須得到您的進一步指示：
- (i) 就您的 Mox Invest 交易而須支付的相關款項，包括買入證券所需的款項；及
 - (ii) 在本附表 4 項下或就您的 Mox Invest 交易或證券持有或轉讓而應付的所有稅項、費用、支出、佣金、收費及開支。
- (b) 您承諾及保證，您的 Mox Invest 戶口在任何時候均存有相關貨幣的足夠資金，可用作支付就您發出的任何指示應付的全部款項。由未結算的 Mox Invest 交易而該交易為賣出證券交易所得之款項可即時用作購買新證券的資金，但基金出售交易的 Mox 投資交易除外（只可以已結算的資金購買任何新證券）。我們收到購買證券的指示後，我們可隨時凍結您的 Mox Invest 戶口內有關金額須用作支付有關購買應付之全部款項。即使我們未凍結有關款項，亦不影響我們的權利。
- (c) 不論您與 Mox 訂立的任何其他協議或條款，我們獲授權：
- (i) 在我們收到您發出購買證券的指示至支付購買證券的資金期間，延遲及/或拒絕兌現從您的 Mox Invest 戶口中扣除的任何款項；及
 - (ii) 就您的 Mox Invest 戶口中的資金，相對其他資金建議用途，可優先將該資金用作結算就購買證券應付之任何款項。
- (d) 在收到我們代您持有之證券的所有出售資金，經扣除出售或與證券有關須支付的任何款項後，我們將貸記入您的 Mox Invest 戶口內。如有任何證券或資金被錯誤存入您的 Mox Invest 戶口，我們可將該等證券或資金從您的 Mox Invest 戶口扣除及調整您的 Mox Invest 戶口以更正任何錯誤。您同意，如我們在付款到期日仍未收到就出售證券應向您支付的全部或任何部分款項，我們僅有責任向您支付我們實際收到的款項，及我們沒有義務確定您收到的賠償是否充足，我們概不負責。您亦同意，我們只對實際從對方收到您購買的任何證券負有向您交付該等證券的責任。

8. 資金不足

- (a) 除您與 Mox 另有協議外，您同意，如我們合理地認為您的 Mox Invest 戶口中所需貨幣的資金或證券不足以進行某項 Mox Invest 交易的結算，我們獲授權（但無責任）：
- (i) 就屬涉及買入證券的 Mox Invest 交易而言，將該買入的證券轉讓或出售、將您的 Mox Invest 戶口中持有的其他幣種資金進行兌換（按兌換時我們的匯率），及/或轉移您的其他 Mox 戶口的資金及必要時將該等其他幣種資金進行兌換（按兌換時我們的匯率），而無須得到您的進一步指示，以清償您對我們的任何債務及責任，及我們對您遭受或產生的任何損失或費用不承擔任何責任，您亦同意彌償我們因這樣做而遭受任何的合理損失；
 - (ii) 就屬涉及出售證券的 Mox Invest 交易而言，代表您借用及/或購入該等已出售的證券，而無須得到您的進一步指示，以清償您對我們的任何債務及責任，及我們對您遭受或產生的任何損失或費用不承擔任何責任，您亦同意彌償我們因這樣做而遭受任何的合理損失；
 - (iii) 在任何一種情況下，我們都不會按照相關指令採取行動，並且我們無需通知您。
- (b) 您授權我們及經紀為行使本附表 4 或《一般條款及細則》項下的任何留置權或押記或就本附表 4 准許的任何證券出售，而放棄持有及/或控制證券，包括進行任何出售變現，用作清償您根據本附表 4 應向我們支付的任何款項。您同意，就因您未按規定在您的 Mox Invest 交易結算日前清償債務而令我們可能招致或蒙受的任何損失或債務，您須向我們承擔彌償責任。

9. 不設保證金或信貸安排

您的 Mox Invest 戶口僅可以現金進行證券買賣。本條款的任何條文或細則並無規定我們或任何經紀須為您授出或維持任何保證金或信貸安排。

10. 證券登記和妥善保管

- (a) 就為您買入的證券，我們將註冊於 Mox 或代名人（該代名人可包括經紀或任何其他提供代名人及/或託管服務的代名人）名下，或我們（或經紀）可將該等證券存放於以下機構，或在以下機構持有該等證券於（相關的）：

- (i) 中央結算及交收系統（「**中央結算系統**」），根據中央結算系統規則並受其規限；
 - (ii) 託管人或任何其他證券保管處，按其慣常實施的條款；
 - (iii) 認可機構或香港證監會核准的其他機構開立的指定戶口，惟存放該等證券以作妥善保管的費用將由您承擔；或
 - (iv) 基金管理人開設的戶口。
- (b) 經紀或代名人將以 Mox 的代名人身份持有以其名義登記之證券。經紀/代名人須指定所有該等證券為按 Mox 之指示而持有，而我們將該等證券視為由經紀/代名人代表我們的客戶持有，我們的客戶方為實益擁有人。我們將在您的 Mox Invest 戶口中記錄代表您持有的證券。我們可拒絕對任何證券進行安全保管，並可隨時要求撤銷任何證券的保管。
- (c) Mox 或經紀交付或妥善保管代表您購買或取得的證券的責任，將透過交付或持有數量、類別、貨幣、面值及附帶權利方面與該等證券完全相同的證券形式履行（該等證券可能會受限於其時任何已發生的的資本重組而被影響）。
- (d) 根據本第 10 條予以妥善保管的證券，相關風險概由您自行承擔，並可在香港以外地區持有。Mox、經紀及任何代名人均不就您因該等妥善保管而招致或蒙受的任何損失承擔責任，但就因其欺詐行為、故意失責或疏忽所引致的損失則除外。

11. 提取

- (a) 在您向我們發出提取證券（當可提取證券）及/或資金的指示後，我們於合理可行的情況下即時：
- (i) 促使您的指示內指明的證券註冊於您或您的代人名下。該等證券一經註冊，將不再構成您的 Mox Invest 戶口的一部分；及/或
 - (ii) 將您的指示內的現金款項從您的 Mox Invest 戶口轉移至您的 Mox 戶口或任何目標戶口。轉移後，該轉賬應被視為解除向您支付有關款項之責任。
- (b) 我們在上述第 11(a)條中的責任，須受本條款其他條文（尤其是下文第 26 條）以及我們要求您在提取前悉數清償欠付我們的所有款項或實際或有債務的權利所規限。我們可在無須您的指示或向您發出通知的情況下，在執行任何註冊或轉移前，以您的 Mox Invest 戶口、Mox 戶口或任何目標戶口或其他戶口之信貸結餘償還任何該等債務，或要求您支付相關款項。

- (c) 小數股或零碎股不可轉讓予另一經紀且將需要在轉移前變現，而這可能會產生稅務後果及導致佣金費用。

12. 證券存放

- (a) 您可要求我們接受交付或轉移之證券。我們並無責任接受任何該等要求，但如果我們接受，所交付或轉移之證券將根據本條款作為您的 Mox Invest 戶口的一部分而持有，並受制於本條款，就如該等證券由我們代您取得的一樣。在該情況下，您須簽署轉讓文書及/或其他證券轉賬文件，以將證券轉移至您的 Mox Invest 戶口並登記於我們或代名人（該代名人可能包括經紀或任何其他提供代名人及/或託管服務的代名人）名下，或將證券存放於中央結算系統或任何其他證券保管處，或存放於認可機構或香港證監會核准機構開立的指定戶口（存放該等證券以作妥善保管的費用將由您承擔）。
- (b) 您的過戶代理向我們交付的任何證券將不附帶任何留置權、押記、申索或其他產權負擔或限制，但相關結算機構或證券保管處對所有證券設定的留置權則除外。該等限制可能包括：
- (i) 《1933 年證券法》（及其不時修訂）第 144 條規則所載的數量限制和出售方式限制；
 - (ii) 關於該等證券的出售、轉讓或以其他方式轉移須取得任何人士或實體同意的規定；
 - (iii) 對該等證券的任何買家、受讓人或承讓人的類別或身份的限制；
 - (iv) 關於在出售、轉讓或以其他方式轉移前向發行人、登記機構或任何其他人士交付任何法律顧問意見書、通知或其他文件的要求；及
 - (v) 根據適用證券法須符合的任何註冊或資格要求或招股章程交付要求。

13. 交易限額

我們有絕對酌情權設定及更改各項限額和參數，以控制您如何使用 Mox Invest。該等限額和參數可能包括：對買賣指示最高金額及買賣指示最大數量的控制、對我們允許您的投資總額的控制、對遞交買賣指示的價格的控制、對您買賣指示來源的控制，及我們根據任何適用法律或規定需要執行的任何其他限額、參數或控制。您承諾遵守該等限額及參數。指令將在交易日累計，我們將根據我們不時訂明的交易限額核實我們以任何通訊方式收到的所有指令。

14. Mox Invest 的可用性

- (a) Mox Invest 的可用性和正常運作視乎於多變的情況，包括互聯網、聯交所、任何有關境外市場、Mox 應用程式和經紀的買賣盤傳送系統的可用性和正常運作。您確認並接受 Mox Invest 經 Mox 應用程式透過互聯網或電子網絡提供及因經紀使用的應用電腦系統（包括用於 Mox Invest 交易的買賣盤傳送、執行、配對、註冊及結算）所存在的內在風險。
- (b) 您特此確認並接受下文第 50 條風險披露聲明內「系統及組件中斷或故障的風險」所列的風險，以及：
- (i) 在需求高峰、市場波動、系統升級或維護期間或由於其他原因，Mox Invest 有可能被限制或無法使用；
 - (ii) 您的指示可能受到干擾、傳輸中斷、因互聯網流量導致的延遲傳送或因互聯網的公共性質導致的數據錯誤傳送；
 - (iii) 數據傳送可能會有時滯，您的指示可能未予執行，或執行價格可能有別於發出指示當時的價格；
 - (iv) 通訊和您的資料可能被未經授權的第三方獲取；及
 - (v) 在發生任何系統中斷或故障的情況下，這一段時間內您可能無法向我們發出新的指示，而我們亦可能無法執行已有指示或修改或取消較早前向我們發出的指示。該等中斷或故障亦可能會導致指令丟失或指令未獲優先處理。
- (c) 您同意並接受，經紀使用的電腦系統和您的指令可能會傳送至其執行的任何交易平台（包括聯交所和任何有關境外市場），以及經紀提供的服務，可能在「可提供」的基礎上按「現況」提供。您同意並接受該等限制。您亦同意，在 Mox Invest 或經紀的系統因任何原因無法使用的情況下，維持除 Mox Invest 以外的其他交易安排。
- (d) 我們可全權酌情決定禁止或限制您使用您的 Mox Invest 戶口和進行 Mox Invest 交易的能力，而無須事先通知您或給予任何理由。我們無須對採取任何該等行動的後果負責，但因我們的欺詐行為、故意失責或疏忽所引致的後果則除外。
- (e) 您同意，除非是我們的欺詐行為、疏忽或故意失責所引致，對於因以下原因而引致您蒙受或招致的任何損失，Mox 和經紀概不負責：指令的傳輸或通訊中的任何延遲、錯誤或不準確，Mox Invest、經紀使用的任何系統、任何交易平台（包括

聯交所和任何有關境外市場) 或經紀提供的服務出現中斷或性能故障, 或任何其他超出我們合理控制範圍的原因, 包括政府限制或證券買賣暫停。

15. 執行 Mox Invest 交易

- (a) 您有責任按照適用於您的指令的規則或政策 (例如交易時段、指令類別等) 以及 Mox 應用程序中顯示適用於 Mox 投資交易的任何截止時間進行交易。您確認並接受收市後交易和發出指令所涉的風險, 包括下文第 50 條及第 56 條中風險披露聲明所載的風險。如指令傳送出現延遲或在其他方面受數據通訊故障影響, 我們不負責確保以限定價格執行指令。
- (b) 在您購買證券時, 我們可將我們或我們的任何聯屬公司擁有或持有的證券轉讓予您, 或在為您執行任何出售時, 為我們或我們的聯屬公司取得或購買您的證券。在這些情況下, 我們是以主事人的身份行事, 其後則擔任代理 (以經紀身份) 而不再作為主事人。
- (c) 我們可將您的指令與其他指令 (包括我們自己的指令及其他客戶的指令) 合併, 惟前提是合併交易條件均不得較您單獨執行指令時為差。我們將確保公平分配合併指令。在適用法律允許的範圍內, Mox 和經紀可合理決定執行您的指令的優先次序, 而您無權要求優先於 Mox 或經紀的任何其他客戶。
- (d) 本條款的(d)、(e)和(f)段僅適用於 Mox 不時提供的在聯交所或任何相關海外市場 (例如美國交易所) 上市或交易的證券時間 (「上市證券」)。指令會被提交至經紀的高速最佳執行買賣盤傳送系統, 該系統旨在優化執行價格、速度和總執行成本。經紀不斷改變和優化其買賣盤傳送系統, 以適應市場變化、新交易所及新交易規則等。Mox 的政策要求經紀在下訂單時尋找可用的最佳條款 (考慮到價格、交易成本、執行速度和可能性、指令的大小和性質以及任何其他相關考慮因素) 並尋求立即以電子方式執行指令以實現最佳執行, 從而使 Mox 能夠履行其在適用法律下的最佳執行義務。對於在多個市場交易的證券, 經紀的買賣盤傳送系統會不斷掃描競爭市場中心並自動尋求將買賣盤傳送至最佳市場, 並在下指令時考慮以下一項或多項因素:
 - (i) 報價;
 - (ii) 經紀接收指令的次序;
 - (iii) 執行及/或結算速度;
 - (iv) 執行及/或結算的可能性;

- (v) 指令的大小;
 - (vi) 您的指令的性質;
 - (vii) 交易費;
 - (viii) 回佣;
 - (ix) 獲得更佳價格的機會（當某項指令的執行價格優於當時顯示的全國最佳買賣價時，即為出現更佳價格）；及
 - (x) 其他有關的考慮因素。
- (e) 經紀的買賣盤傳送系統不斷地重新評估待執行的指令的市場情況和價格，並在必要時動態地重新傳送指令。除非另有指示，否則您同意經紀將您的指令發送至其選擇的市場或交易商或機構，或發送至向經紀發送指令的一個或多個專業流通量提供者。
- (f) 您確認經紀可能會因執行您的指令而收取佣金，並且在一般情況下將收益的金額（或相若金額）交送給 Mox。Mox 還可能從經紀收到固定的每股回佣、增加流動性回佣和某些其他回佣付款（如有）。您同意 Mox 和經紀沒有義務向您交代說明任何此類佣金或回佣。
- (g) 您確認，所有指令均應按當時的市場價格執行，並且 Mox 和經紀並不向您保證我們能夠完全或部分執行您的指令或確保您的指令會獲執行，或會以特定時間透過自動報價系統或透過其他方式的報價、或按「最佳價格」或「市價」執行。您接受及確認：
- (i) Mox 和經紀可能無法進入特定證券可交易的每一個市場；
 - (ii) 證券價格存在波動，而市場中心可能無法或拒絕兌付其報價或公佈價格；
 - (iii) 您的指令可能會從自動執行系統轉由人手處理，在此情況下，可能會導致您的指令的執行受到嚴重的延遲；
 - (iv) 其他市場參與者在其他市場所發出的其他指令可能會先於您的指令進行交易；及
 - (v) 適用規則、法律、法規、市場政策、政策、程序、決策或系統延遲或故障可能導致您的指令無法執行或延遲執行。

- (h) 您同意，在任何情況下均接受任何代表您執行的 Mox Invest 交易的約束，並且我們無須就因我們未能或無法遵守某項指令的全部、部分或任何條款所引致的任何損失負責，但就因我們的欺詐行為、故意失責或疏忽所引致的損失則除外。
- (i) 您確認，我們可能無法應您的要求取消或修改某項指令。即使您要求取消或修改某項指令，您仍須對任何代表您執行的 Mox Invest 交易負責並同意受其約束。
- (j) 就與您的 Mox Invest 戶口有關的潛在欺詐或非法活動，我們保留取消、拒絕或調整任何指令或 Mox Invest 交易或採取我們在合理行事的情況下認為必要的行動的權利。我們無須為行使此權利的後果負責，但就因我們的欺詐行為、故意失責或疏忽所引致的後果則除外。
- (k) 撤銷前有效指令將持續有效，直至其被執行或取消（不論自動或自願）。當日有效指令若在聯交所或相關證券挂牌或交易的任何有關境外市場的正式交易日結束時尚未執行，則告失效。任何在聯交所或有關境外市場（視適用情形而定）收市後收到的指令，會將於下一個交易日轉入聯交所或有關境外市場（視適用情形而定）。
- (l) 若指令被經紀確認為已執行，但後來被聯交所或任何有關境外市場、交易網絡或監管機構取消，經由經紀確認的指令亦將被視作已取消。
- (m) 就上市證券而言，根據您的要求，我們可從經紀獲得及與您分享有關您的指令在請求獲得信息前六個月內傳送到的市場中心身份以及交易時間（如果有的話）的資料，而該等資料是因您的指令而產生的。美國證券交易委員會規則要求經紀公開描述其買賣盤傳送安排慣例的季度報告。我們可以根據您的要求為您提供此類報告。

16. 新發行證券

如您向我們發出指示，要求申請認購在聯交所或有關境外市場上市的新發行證券，而我們接受該等指示，則表示您：

- (a) 授權我們代表您提出該等申請；
- (b) 保證該等申請僅以您之個人利益作出；
- (c) 保證由我們作出之證券申請為及將為以客戶之利益作出或擬作出之唯一申請，而您將不會作出其他申請，且您授權我們向聯交所或有關境外市場（視適用情形而定）作出此等陳述、保證及披露；

- (d) 確認我們於提出申請時及證券發行人決定是否配發證券予我們（代表您）時將倚賴上文之陳述、保證及披露；及
- (e) 同意就任何違反本第 16 條所作出之保證或任何錯誤授出之授權而產生或有關之任何或全部合理損失、損壞、索償、負債、成本或開支，對 Mox 及其職員、僱員和代理作出全面賠償或使其免受任何損害。

17. 賣空

您同意，您的所有賣盤指令均為「長倉」出售指令，即您聲明您擁有出售的證券，並且已轉交我們。否則，您會立即通知我們。您確認，我們不會接受您就您並不擁有的證券發出之出售證券的指示（即屬賣空）。我們毋須為您辨別該指示是否屬賣空之指示。

18. 成交單據及結單

- (a) 我們會根據《一般條款及細則》第 5 條、《證券及期貨（成交單據、戶口結單及收據）規則》、聯交所上市規則或任何有關境外市場的規則，向您提供與您的 Mox Invest 交易相關的證券買賣成交單據或結單以及您的 Mox Invest 戶口的結單，除非上述規則未要求我們提供該等成交單據或結單則。
- (b) 除《一般條款及細則》第 5 條的條款外，您亦同意並承諾檢查相關成交單據及結單。如您發現當中有錯誤，您必須由成交單據或結單日期起計 90 日內，通知我們有關錯誤的詳情。否則，除非錯誤因我們的欺詐行為、故意失責或疏忽而引致：
 - (i) 成交單據及結單將被視為正確、最終及對您具有約束力，包括關於任何特定指令的執行價格；及
 - (ii) 您將被視為已放棄就相關成交單據或結單及其中提述的 Mox Invest 交易向我們提出任何反對或追索任何補救方法的任何權利。

19. 確認

- (a) 在您收到認收書或確認書（不論透過 Mox 應用程式或互聯網、短訊、書面或電話方式）之前，我們不會被視為已接受或執行您的指示。我們將盡量及時與您確認您的 Mox Invest 交易的主要特性。
- (b) 您同意，有關 Mox Invest 交易的執行或取消的確認書可能會延遲或出現錯誤（例如，由於電腦系統問題或申報不準確所致），或可能會被 Mox、經紀、聯交所或

任何有關境外市場或交易商取消或調整。您同意，如出現以下情況，您將立即（但無論如何不得超過一個營業日）通知我們：

- (i) 您未收到有關執行或取消的準確確認書；
 - (ii) 您收到的確認書與您的指令不相符；或
 - (iii) 您收到的確認書涉及的指令並非由您發出。
- (c) 如您未根據第 18(b)條通知我們，我們保留絕對酌情決定從您的 Mox Invest 戶口中移除有關 Mox Invest 交易或要求您接受該交易的權利，且就任何指令或其他指示的處理、不當處理或遺失，Mox 概不負責，但因我們的欺詐行為、故意失責或疏忽所引致則除外。

20. 電子通訊

- (a) 除《一般條款及細則》第 11 條的條款外，您亦同意，在適用法律允許的範圍內，我們可透過電子方式向您提供任何成交單據、其他確認書、戶口結單、稅務資料、委託書材料及其他客戶紀錄和通訊（「**電子通訊**」）。
- (b) 您同意透過電子方式（包括透過 Mox 應用程式、電話、電郵、短訊或推送通知）接收電子通訊。您有責任確保您可透過該等電子方式接收電子通訊。您根據本第 20(b)條作出之同意在您持有 Mox Invest 戶口期間的每個稅務年度將持續適用。透過這些電子方式發出的任何電子通訊，均應視為向您作出的有效通知。
- (c) 如有任何電子通訊延遲或未能發送、傳送、接收、確認或認收，或者任何電子通訊有任何錯誤或不完整，我們概不負責，但因我們的欺詐行為、故意失責或疏忽所引致則除外。

21. 市場數據

- (a) 您確認，任何有關證券價格的報價及任何其他與證券和證券市場有關的資訊，包括（但不限於）透過 Mox 應用程式（或我們可能指定的其他方式）提供的新聞報導、分析師報告及研究（「**市場數據**」），均由一個或多個獨立第三方提供。
- (b) 納斯達克公司提供的市場數據受以下免責聲明規限：

[© 2023 納斯達克公司。保留所有權利。資料、數據、分析和本文所包含的資料 (i)包括納斯達克公司和適用的納斯達克市場的專有資料，(ii)受制適用的納斯達克的規定(http://nasdaqtrader.com/Trader.aspx?id=GDP_Ops); (iii)除經納斯達

克特別授權外，否則不得複製或進一步傳播，(iv)不構成投資建議，(v)僅供參考，以及(vi) 納斯達克不作任何保證，包括資訊的完整性，準確或及時性。納斯達克和納斯達克市場對數據、分析和本文所包含的資料不承擔任何責任。」

- (c) 您保證並聲明您是「**非專業用戶**」，這意味著（除非我們與您另行書面同意）：
- (i) 您沒有於美國證券交易委員會、商品期貨交易委員會、任何州份的證券機構、任何證券交易所或協會、任何商品或期貨合約市場或協會、或任何國際證券機構或自我監管機構註冊或具備任何資格；
 - (ii) 您並未擔任 1940 年的《美國投資顧問法》第 202(a)(11) 條中定義的「投資顧問」（無論是否根據該法註冊或取得資格）；
 - (iii) 您並非受僱於根據美國聯邦或州證券法豁免於註冊的銀行或其他組織以履行某些職能，而如您為沒有獲豁免的組織履行該等職能是需要註冊或某些資格；
 - (iv) 您以自然人身分持有您的 Mox Invest 戶口，並且僅使用您的戶口和市場資料於個人用途，且不以任何其他身分持有或使用，例如用於商業、專業或其他商業目的或作為員工、任何企業或公司的分包商或獨立承包商；及
 - (v) 您符合不時修定的 Nasdaq US Equities and Options Data Policies 中定義的「非專業用戶」資格
<https://www.nasdaqtrader.com/content/AdministrationSupport/Policy/USEquitiesandOptionsDataPolicies.pdf>。
- (d) 香港交易所資訊服務有限公司（「**香港交易所**」）提供的市場數據受以下免責聲明規限：
- 「香港交易所、其控股公司及/或其控股公司的任何附屬公司竭力確保其提供之資料準確可靠，但不保證該等資料絕對正確可靠；對於任何因資料不確或遺漏而引致之損失或損害，香港交易所、其控股公司及/或其控股公司的附屬公司概不負責（不論是民事侵權行為責任或合約責任或其他）」。
- (e) Refinitiv Limited 提供的市場數據須遵守以下免責聲明：
- 「© Refinitiv Limited 2023。保留所有權利。未經 Refinitiv 事先書面同意，禁止重新發布或重新分發 Refinitiv 內容，包括通過框架或類似方式。Refinitiv 和 Refinitiv 徽標是倫敦證券交易所集團及其附屬公司的註冊商標和商標。」

本網站上的所有市場新聞和數據均由 Refinitiv 和/或其第三方內容提供商提供。Refinitiv 及其第三方內容提供商均不對內容中的任何錯誤、不準確或延遲或依賴其採取的任何行動承擔責任。Refinitiv 明確拒絕為任何目的對所提供的任何內容的準確性或信息的適用性做出任何明示或暗示的保證。儘管 Refinitiv 盡合理努力確保所提供信息的準確性，但 Refinitiv 不保證其準確性或可靠性，並且對於因任何錯誤、不準確或遺漏而引起的任何損失或損害不承擔任何責任（無論是侵權責任、合同責任還是其他責任）。」

- (f) 您同意遵守相關獨立第三方就市場數據的提供及使用設定的任何其他條件。尤其是，您同意：
- (i) 您不得向任何其他人士發放市場數據；
 - (ii) 向您提供的任何市場數據僅供您個人使用；
 - (iii) 您不得使用任何市場數據建立、維持或提供或協助他人建立、維持或提供任何交易場地或買賣服務，用於已在聯交所上市的證券或能夠在聯交所上市的證券類型或任何其他在聯交所之外進行交易的相關證券；及
 - (iv) 您不得為任何非法目的使用或准許他人使用任何市場數據。
- (g) 您須自行承擔倚賴市場數據所涉風險。我們並無核實相關市場數據的獨立依據，亦無義務翻譯相關市場數據。您同意，Mox、聯交所、任何有關境外市場或提供市場數據的任何其他獨立第三方，概不保證或擔保該等市場數據的準確度、及時性、先後次序、可靠性或完整性。由於市場波動及傳送延遲，向您提供的報價可能並非有關證券的實時報價。Mox、聯交所、任何有關境外市場或提供市場數據的任何其他獨立第三方，概不會以任何方式就因向您提供任何市場數據所引致的任何損失或損害對您承擔任何責任（不論是民事侵權行為責任或合約責任或其他）。

22. 開支及費用

- (a) 除《一般條款及細則》第 6 條的條款外，我們亦獲授權從您的 Mox Invest 戶口提取資金，以代表您支付以下款項：
- (i) 就您的 Mox Invest 戶口、您的 Mox Invest 交易、根據您的指示進行的任何其他買賣證券行為或根據本條款代表您持有證券的行為而應向我們支付的所有費用、收費及佣金。您可於 Mox 應用程式及/或我們的網站上查閱有關該等收費及費用的詳情；

- (ii) 就您的 Mox Invest 戶口、您的 Mox Invest 交易、根據您的指示進行的任何買賣證券行為或根據本條款代表您持有證券的行為，已產生或將會產生並應按指示向經紀、任何代名人或其他代理支付的或向有權收取相關款項的任何其他收款人支付的所有佣金、印花稅、稅項、銀行收費、過戶費、登記費、徵費（包括聯交所和任何有關境外市場徵收的所有交易徵費）、利息及其他開支。
- (b) 您確認，Mox 或經紀可綜合支付中央結算系統（CCASS）或其他證券保管處的結算費，而且我們有權為此綜合支付結算費保留任何湊整後的差額。

23. 股息及其他分派

- (a) 因我們代您持有的證券而產生的所有股息及其他現金分派，包括與任何公司行動（見下文第 24 條）有關的部分，將存入您的 Mox Invest 戶口。若您的 Mox Invest 戶口不支援任何此類股息及其他分派的貨幣，則您授權我們將相應現金（按兌換時我們的匯率）兌換成您的 Mox Invest 戶口支援的任何其他貨幣。您同意，當需要遵守法律或監管要求時，我們可以從此類股息和其他分配中預扣或扣除稅款或其他金額。如果您有資格收回任何此類預扣或扣除，則您有責任。
- (b) 若因我們代您持有的證券而產生的分派，包括與任何公司行動（見下文第 24 條）有關的分派，需要分配零碎股（即香港聯交所網站上顯示的少於一手的公司股份數量，或如股份在相關海外市場上市，則少於可流通股份的數量）或不足一股的股份（非全數股的小數股/零碎股）或於 Mox Invest 不支持的交易所上市的證券（「**不支持的證券**」），則您授權（但我們不必）按我們絕對酌情計算小數股/零碎股或不支持的證券（如適用）的相應現金價值並以現金存入至您的 Mox Invest 戶口，而非將小數股/零碎股分或不支持的證券配予您。

24. 公司行動

- (a) 您確認，您有責任了解您的 Mox Invest 戶口中任何證券所涉的權利及條款、獲取有關該等證券和發行人的資料，以及就該等證券採取適當行動。我們不確保，亦無法確保有關公司行動的任何公司公告的準確度、可靠性或及時性，且就任何錯誤、不準確、延遲或遺漏或因倚賴這些錯誤、不準確、延遲或遺漏而採取任何行動所引致的任何損失或損害，我們概不負責（不論是民事侵權行為責任或合約責任或其他）。我們明確否認本條款中關於任何公司公告的準確度或資料適合用於任何用途的所有明示或暗示保證。

- (b) 我們並無責任就這些證券有關的任何事項、截止限期或所需行動或會議日期通知您，包括與任何公司行動有關的部分（例如收購要約、重組、股份分拆、接管、破產程序等）。您同意，除非與您另行書面約定，我們並無責任代表您採取任何行動，包括行使該等證券附帶的任何表決權或出席該等證券的持有人的會議。
- (c) 如有任何法律、法規或命令規定持有您的 Mox Invest 戶口中任何證券的人士須就該等證券或該等證券應進行的付款、分派或應支付的款項採取或不採取任何行動，您授權 Mox 及經紀或任何代名人根據該等法律、法規或命令行事。
- (d) 就我們根據本第 24 條就您的 Mox Invest 戶口中的任何證券採取或不採取任何行動所引致或蒙受的任何損失，我們概不負責，但因我們的欺詐行為、故意失責或疏忽所引致則除外。

25. 利益衝突

- (a) 您確認，當我們為您買賣證券之時，我們（包括我們的聯屬公司）可能對相關證券或 Mox Invest 交易存在某種實質的利益、安排或關係，而該等利益未必會在任何 Mox Invest 交易之前或進行之時或在任何其他時間另行向您披露。
- (b) Mox 的以下利益（但不限於下列各項）可能會影響您：
 - (i) 我們可能在證券或該等證券所涉、由其衍生的或在其他方面直接或間接相關的任何類別的資產中持倉或進行買賣，或可能以其他方式交易或買賣該等證券或資產；
 - (ii) 我們可能因向經紀提供業務而已曾經收取或正在收取回扣、款項或其他利益；及
 - (iii) 我們可能曾經是或正在是所買賣證券的發行人（或其任何聯屬公司）的聯屬公司。
- (c) 本條款中的任何部分不應被視為禁止我們：
 - (i) 指示或促使代您購買我們本身持有或任何聯屬公司或我們的任何其他客戶持有之證券；及
 - (ii) 以任何身份代表任何其他人士行事，或自行或為聯屬公司或我們的任何其他客戶買賣、持有或交易任何證券，儘管我們可能已接獲您發出之指示買賣或持有或以其他方式交易相同或類似之證券。

- (d) 您確認並同意，我們可能按以上方式行事、買賣、持有、交易或指示，前提是所涉交易對您的有利程度不遜於倘若與除我們、聯屬公司或我們的客戶以外的一方進行 Mox Invest 交易時對您的有利程度。如我們在以任何身份為其他人士或自行行事時知曉或發現任何事實或事件，我們並無責任向您披露相關事實或事件。

26. Mox Invest 戶口、抵銷、留置權及擔保

- (a) 您同意不就以下各項進行轉移、授予權益或以任何方式進行交易，亦不會（未經我們事先以書面同意）就以下各項設立或允許以下各項存在押記、質押或其他產權負擔的存續：
- (i) 您的 Mox Invest 戶口，或在您的 Mox Invest 戶口中持有或為您的 Mox Invest 戶口持有的任何證券、應收款項或資金；或
- (ii) 您的 Mox Invest 戶口中不時結存的全部或任何部分資金。
- (b) 除《一般條款及細則》第 8 條的條款外，您向 Mox 抵押被抵押證券，作為支付及清償本附表 4 下尚欠負我們的任何責任及債務的持續擔保，其中包括我們就執行本附表 4 及本條款所載押記所引致的任何費用、收費及開支。
- (c) 發生下文第 35 條所述的違約事項後，我們無須通知您並無須經您同意，即有權抵銷、出售或轉移任何被抵押證券，以清償您對我們的任何責任及債務（不論實際或待確定、主要或附屬、個別或共同）。在行使我們在本條文下的權利後，我們會在實際可行情況下盡快通知您。您在此不可撤回地指示我們根據本第 26 條採取所有必要的行動並完成所有必要的出售及轉移。您同意，我們可絕對酌情決定根據本第 26 條出售或轉移的被抵押證券及進行出售或轉移的條款。就為清償您對我們的任何責任及債務而出售或處置被抵押證券的價格，Mox 和經紀無須對您負責。
- (d) 對於您因本第 26 條下的任何行動所引致或蒙受的任何損失，我們概不負責，但因我們的欺詐行為、故意失責或疏忽所引致的損失則除外。我們並無責任就 Mox 或經紀就本第 26 條下的任何行動賺取的任何佣金、回扣、費用、調價、利潤、付款、商品、服務或任何其他利益向您作出交代。
- (e) 我們在《一般條款及細則》第 8 條及本第 26 條項下的權利，無損我們在任何時候有權享有的任何抵銷權、留置權或其他權利（不論根據法律、合約或以任何其他方式），而是作為這些權利的補充。本第 26 條所載的押記不會因本條款的任何更改或修改或您的破產而受到影響。

27. 資料的準確性

除《一般條款及細則》第 11 條及第 18 條外，如您不時就開設及操作您的 Mox Invest 戶口所提供之一切資料（包括您於 Mox Invest 申請文件中提供的資料）有任何重大轉變，您應通知我們。

28. 更改本附表 4

我們可不時更改本附表 4 條款及細則。我們承諾，如以下各項有重大更改，我們會通知您：

- (a) 於本附表 4 中提供的關於 Mox 的資訊（名稱、地址、註冊狀況及中央編號）；
- (b) 關於 Mox Invest 服務性質的描述；及
- (c) 關於應付予 Mox 的酬金及收費依據的描述。

29. 進一步保證

您同意並向 Mox 承諾在必要或我們認為適當追認或確認我們在正當行使本附表 4 或根據本附表 4 訂立的或與您的 Mox Invest 戶口或您的指令有關的任何其他協議賦予的任何權利或權力下所作之任何事宜時或我們就本附表 4 的履行、簽署及執行（包括第 26 條所述的權利和抵押）向您提出要求時，您應作出相應行動及事宜及/或簽署/執行相應行動、契據、文件或事宜。您任命 Mox 為您的合法代理，代表您進行或簽署我們認為就上述履行、簽署及執行所必須或適宜之一切行動、契據、文件或事宜。

30. Mox Invest 個人資料收集同意書

- (a) 在本第 30 條中：
 - (i) 「**BCAN**」指「**券商客戶編碼**」，即由相關持牌或註冊人按照聯交所規定產生的、符合聯交所訂明的格式的唯一識別碼；及
 - (ii) 「**CID**」或「**客戶識別信息**」指與您有關的以下客戶識別信息：
 - (A) 您的身份證件（「**身份證件**」）上所顯示的全名；
 - (B) 身份證件的簽發國家或司法管轄區；
 - (C) 身份證件類別；及

- (D) 身份證件號碼。
- (b) 除《一般條款及細則》第 17 條的條款外，您亦確認並同意，如香港金融管理局、香港證監會、聯交所、任何有關境外市場、任何相關結算所或任何其他監管或政府機構（包括但不限於美國證券交易委員會）要求披露您的資料，則不論該要求是否具有法律效力，我們均可收集、儲存、處理、使用、向上述機構披露及轉移您的資料。
- (c) 您確認並同意，在 Mox、經紀及任何代名人及其他代理（在第 30(c)條至第 30(h)條中，統稱為「我們」）就聯交所上市或交易的證券向您提供服務（在第 30(c)條至第 30(h)條中稱為「服務」）時，及為遵守聯交所及香港證監會不時實施的規則及要求（包括聯交所上市規則）時，我們會按要求：
- (i) 為已提交或安排提交至聯交所交易系統的每項指令標註專門編配予您的 Mox Invest 戶口的唯一 BCAN；及
- (ii) 向聯交所及/或香港證監會提供編配予您的 BCAN 及您的 CID。
- (d) 您確認並同意，我們為就聯交所上市或交易的證券向您提供服務，以及為遵守聯交所及香港證監會不時實施的規則及要求（包括聯交所上市規則），可能按要求收集、儲存、處理、使用、披露及轉移與您有關的個人資料（包括您的 CID 及 BCAN）。在不影響上述規定的前提下，以及我們就您的戶口及向您提供的服務處理您的個人資料而向您發出的任何通知及/或我們已向您獲得的同意原則下，包括以下行動：
- (i) 根據聯交所及香港證監會不時實施的規則及要求，向聯交所及/或香港證監會披露及轉移您的個人資料（包括 CID 及 BCAN）；
- (ii) 允許聯交所：
- (A) 為監察和監管市場及執行聯交所上市規則而收集、儲存、處理及使用您的個人資料（包括 CID 及 BCAN）；
- (B) 向香港相關監管機構及執法機構（包括但不限於香港證監會）披露及轉移有關資料，以便於其等執行其在香港金融市場的相關法定職能；及
- (C) 為監察市場目的而使用有關資料進行分析；及
- (iii) 允許香港證監會：

- (A) 為執行其法定職能（包括香港金融市場的監管、監察及執法職能）而收集、儲存、處理及使用您的個人資料（包括 CID 及 BCAN）；及
 - (B) 根據適用法律或監管要求向香港相關監管機構及執法機構披露及轉移有關資料。
- (e) 如果您不同意按照第 30(d)條的規定收集、存儲、處理、使用、披露和傳輸您的個人資料，您不應請求准許交易在香港聯交所上市或交易的證券。如果您之前已給予此類同意並希望撤回，您應請求取消您在香港聯交所上市或交易的證券的交易許可。
- (f) 您就任何在聯交所上市或交易的證券向我們發出交易指示，即表示您確認並同意，我們可為遵守聯交所及香港證監會不時實施的與服務有關的規則及要求（包括聯交所上市規則）之目的，使用您的個人資料。您亦同意，即使您其後宣稱撤回同意，您的個人資料在您宣稱撤回同意後仍可繼續被儲存、處理、使用、披露或轉移以作上述用途。
- (g) 您亦同意並確認：
- (i) 根據聯交所及/或香港證監會的要求，Mox 應確保已向您（作為個人客戶）收集以下資料作為客戶識別信息，並確保已向聯交所就涉及在聯交所上市或交易的證券的相關指令維持的中央數據儲存庫提交最新的客戶識別信息：
 - (A) 您的身份證件上顯示的全名；
 - (B) 身份證件的簽發國家或司法管轄區；
 - (C) 身份證件類別（優先次序（「優先次序」））如下：（1）香港身份證；（2）國民身份證明文件；（3）護照；及
 - (D) 身份證件上的身份證件號碼；
 - (ii) 就身份證件類別而言，您的客戶識別信息應從優先次序中排序最前的身份證件（即香港身份證）收集，但如您未持有該證件，則應使用排在其後的證件（即國民身份證明文件），如此類推（即如您未持有香港身份證，亦未持有國民身份證明文件，則應使用護照）；

- (iii) 如您的客戶識別信息和身份證件（如按照優先次序，您的身份證件為護照，則包括但不限於您的最新護照）有任何更改，您亦應即時通知 Mox，並確保您向 Mox 提供的身份證件類別按照前述優先次序提供，且向 Mox 提供的客戶識別信息為最新及準確的資料，以及向 Mox 提供最新的客戶識別信息和身份證件或按 Mox 不時提出的要求提供最新的客戶識別信息和身份證件；及
 - (iv) 即使日後宣稱撤銷同意聲明，在您宣稱撤銷同意聲明之前或之後，您的個人資料可能因為為履行任何監管義務繼續被儲存、使用、披露、轉移及以其他方式處理，以作與上述服務相關的用途。
- (h) 如您未能按上述規定向我們提供個人資料或作出同意，我們可能因此不會或無法再（視情況而定）執行您的證券買賣指示或向您提供證券相關服務，惟出售或轉出您現有的證券持倉（如有）則除外。
- (i) 您授權我們向經紀、任何代名人及任何基金或其代理人披露您的個人資料，包括您的 Mox Invest 戶口結餘、您的申請文件中提供的任何資料及您知會我們的資料更改內容，以及我們、經紀、代名人或基金或其代理人出於遵守法律的目的，可能不時認為就（包括我們的個人資料收集聲明第 2(o)和(p)條中所述的內容），Mox Invest、您的 Mox Invest 交易或傳送、核實或執行您的指示或任何其他有關目的所需的其他資料。如經紀為便於執行您的 Mox Invest 交易而使用另一經紀、交易商或聯屬公司，您同意經紀可就該等目的向該等人士披露您的資料。此外，出於此類目的而向其披露您的信息的基金或其代理人可能需要與其他國家/地區政府當局共享您的資料，以遵守法律（即出於第 2(o)和(p)條中所述的個人資料收集聲明的類似目的）。您亦確認並同意，美國交易所可能會在未經 Mox 事先批准的情況下，就包括但不限於監察或調查目的，向美國交易所的聯屬公司及相關監管機構披露您的資料（包括任何個人資料）。
- (j) Mox、經紀或其附屬公司可能出於分析、研究、市場數據彙編、產品創建、建立買賣盤傳送和執行關係，或用於任何其他合法目的與第三方分享匿名賬戶資料或進行美國證券交易的 Mox 客戶的匿名延遲指令資料（及/或在其附屬公司之間共享此類資料）。
- (k) 接受本條款及使用 Mox Invest，即表示您同意我們根據本第 30 條及《一般條款及細則》第 17 條使用您的資料。您確認，您的資料可能會被提供至對資料的法律保護不及香港的地點。

31. 您的聲明

您申請使用 Mox Invest，以及您每次使用 Mox Invest 時，即表示您向 Mox 聲明及保證，除《一般條款及細則》第 18 條所載的確認、承諾、陳述及保證外：

- (a) 您並非，亦不預期或預計會成為美國人士或美國的稅務居民；
- (b) 您透過您的 Mox Invest 交易所得之收益，於相應公曆年內與任何美國人士或您從事或計劃從事的任何美國貿易或業務並無實際的關係或關連；
- (c) 您不會從任何其他人士或為任何其他人士實益取得或持有證券，或違反任何適用法律實益取得或持有證券，且您將是您的 Mox Invest 戶口內所有證券的實益擁有人；
- (d) 您是最終負責促成 Mox Invest 交易的人，而沒有其他人士可獲得您的 Mox Invest 交易的有關商業或經濟利益或承擔有關的商業或經濟風險；
- (e) 您已充分知悉並完全明白市場及根據您的指示進行買賣的證券；
- (f) 您已充分知悉及明白聯交所上市規則及任何有關境外市場的規則，並熟悉及了解與您進行證券買賣有關的所有適用法律、規則及法規，包括有關內幕交易及其他刑事罪行的法律、規則及法規；
- (g) 在不限制本條款中任何其他內容的情況下，您根據第 21(c)條中所作出的陳述和保證（與您作為非專業用戶的身份相關）在任何時間都保持真實和準確；
- (h) 您將了解及遵守聯交所網站發佈的所有指引（按不時修訂）；
- (i) 您確認並充分明白及接受本條款訂明的風險披露聲明所述之風險（包括損失風險）；
- (j) 您自行決定進行任何 Mox Invest 交易，並且您充分明白進行該等交易涉及之風險及後果，並同意承擔進行您的 Mox Invest 交易的全部後果；
- (k) 您確認，Mox 可向您或第三方要求有關您的財務狀況及投資目標的進一步資料或其他有關的核證資料，並且您同意按要求予以提供；
- (l) 您沒有任何明顯的殘疾（例如失能、視力或聽力障礙），也沒有缺乏可能影響您做出投資決策的技術能力；及
- (m) 您所作全部聲明及保證在任何時候均屬真實。

32. 適用規例及規則

- (a) 透過聯交所或任何有關境外市場完成並經其認可的每項 Mox Invest 交易，均受聯交所（包括聯交所上市規則）、有關境外市場、香港中央結算有限公司及相關海外結算代理的章程、規例、規則、附例、慣例及用法以及香港及有關境外市場所在司法管轄區（如適用）之法例規限，而您亦將受該等相關規定約束。Mox 及經紀對聯交所或任何有關境外市場、交易商、結算機構或監管機構的任何行動或決定概不負責。
- (b) 您確認，如聯交所、任何有關境外市場、任何結算機構或任何監管機構要求，我們須提供所有有關以任何方式傳遞及/或執行的您的指令的資料。您確認並同意，如我們要求您提供任何由您持有、保管或控制的資料，以便我們可遞交聯交所、任何有關境外市場、任何結算機構或任何監管機構，您將充分及即時合作。

33. 遵守法律等

- (a) 您不得指示我們從事任何與 Mox Invest 或您的 Mox Invest 戶口有關而又屬違反《證券及期貨條例》、聯交所上市規則、任何有關境外市場的規則、《公司收購、合併及股份購回守則》（「《收購守則》」）或香港或其他地方的任何其他適用法律、規則或法規之事宜。您向我們承諾，您將不會從事或試圖從事任何可能構成《證券及期貨條例》或香港或其他地方的任何其他適用法律規定的不當市場行為的活動。
- (b) 您確認，您應全權負責履行《證券及期貨條例》第 XV 部、《收購守則》以及香港或其他地方有關證券權益披露的任何其他適用法律、規則或法規的相關規定項下的所有披露責任。我們並無責任知會您涉及您持有的任何證券的任何監管或申報要求、外資擁有權或外匯管制限制。
- (c) 您確認並同意，我們可採取任何就遵守所有打擊洗錢及恐怖分子資金籌集法律、法規和指引而言我們完全及絕對酌情認為適宜的行動，包括要求您提供額外身份證明文件或其他資料、暫停或結束您的 Mox Invest 戶口、拒絕接受任何指示，以及披露或調查任何指示或您提供的其他資料。您承諾及時向我們提供我們所要求的任何資料或文件。
- (d) 如我們在絕對酌情下認為您的 Mox Invest 戶口涉及任何欺詐、罪行或違反任何法律或法規，或已被非法登入，或以其他方式涉及任何可疑活動（不論作為受害者、犯罪者或其他身份），我們可暫停或凍結您的 Mox Invest 戶口或您的 Mox

Invest 戶口的任何特權，凍結資金或證券或將其變現，或採取本條款中規定發生違約事項時的任何補救方法。

- (e) 您確認並同意，本條款中的任何內容均不應被解釋為在任何司法管轄區進行分銷、出售要約或購買任何證券的招攬，而根據該司法管轄區的法律，此類活動是非法的。如果您在香港境外，我們可能無權在您所在或居住的國家或地區提供或向您提供產品和服務。
- (f) 您放棄就因或有關 Mox 行使其在本第 33 條項下的任何權利而招致或蒙受的任何損失向 Mox 提出申索。

34. 投資者賠償基金

如您因 Mox 或其「相聯者」（定義見《證券及期貨（投資者賠償-申索）規則》（「投資者賠償規則」））的「違責」（定義見投資者賠償規則）而蒙受損失，根據投資者賠償規則，您有權向根據《證券及期貨條例》設立的投資者賠償基金提出賠償申索。您確認，我們無法保證因違責而蒙受的任何損失將透過投資者賠償基金獲得全部、部分或任何賠償。本第 34 條不適用於在任何有關境外市場交易的證券（包括美國證券）。

35. 違約事項

- (a) 下列任何一項均構成違約事項（「違約事項」）：
 - (i) 任何逾期未償還的負債；
 - (ii) 您於到期日未能支付證券之任何購買價或本條款規定之其他付款；
 - (iii) 您被入稟申請破產或展開其他類似法律程序；
 - (iv) 有人就您的 Mox Invest 戶口進行任何扣押、查封或類似於上文第(iii)項的程序；
 - (v) 您未能恰當履行或遵守本附表 4 的任何規定；
 - (vi) 您在本附表 4 或根據本附表 4 向我們呈交的任何文件中作出的任何陳述或保證為或成為不正確；
 - (vii) 您根據本條款開立 Mox Invest 戶口所需的任何同意書或授權文件被全部或部分撤回、暫時作廢、終止或不再全面有效；

- (viii) 您的 Mox 戶口結束或暫停；或
 - (ix) 發生任何就我們的意見下在認為可能損害我們根據本附表 4 下之權利之任何事件。
- (b) 如根據我們的合理判斷認為發生違約事項，我們可自行酌情決定採取以下任何行動，而無需提出資金或額外資金要求、作出出售或購入通知或其他通知或公告（您明確放棄上述每項要求）：
- (i) 取消任何或所有代您作出之未完成指令或任何其他承諾；
 - (ii) 透過於聯交所或任何有關境外市場購入證券以彌補您在 Mox 的任何短倉，或透過於聯交所或任何有關境外市場出售證券以清償您在 Mox 的任何長倉；
 - (iii) 要求交出以我們為受益人士而用以持續擔保您履行您就您的 Mox Invest 戶口之責任之任何被抵押證券；
 - (iv) 行使任何根據本條款或其他條款抵銷或合併賬目之權利；
 - (v) 即時暫停您對 Mox Invest 的使用；及/或
 - (vi) 即時終止您對 Mox Invest 的使用並結束您的 Mox Invest 戶口。
- (c) 即使我們較早前已發出要求、通知或公告，不構成我們放棄無需發出進一步要求、通知或公告而採取上述任何行動的權利。您承諾，如發生任何可能構成違約事項的事件，您須立即以書面通知我們，但即使您並未通知我們，亦不等於違約事項並未發生。

36. 終止及暫停

- (a) 本條款或您對 Mox Invest 的使用終止後，我們將根據《一般條件及細則》第 7 條及我們的標準程序結束您的 Mox Invest 戶口。如您被通知您的 Mox Invest 戶口將被結束，我們會要求您在 30 日（或我們決定的任何其他限期）內轉移您持有的所有證券。
- (b) 除《一般條款及細則》第 7 條的條款外，如您的 Mox Invest 戶口結束或本條款終止，涉及您的 Mox Invest 戶口、我們已為您執行的任何 Mox Invest 交易或您在本附表 4 項下發出的任何指示的任何權利或責任均不受影響。本條款將繼續適

用，直至所有證券已從您 Mox Invest 戶口轉移、應付您的所有款項已全數付清及您對我們的所有債務和責任均已履行為止。

37. 通知

您向我們發出的任何通訊均不可撤銷，並須由我們於指定地址及/或以指定方式實際收到才屬有效。

38. 其他規定

- (a) 我們可酌情決定將 Mox Invest 的服務擴展至在香港或美國以外任何其他證券交易所或市場上市或買賣的證券。在此情況下，我們可根據《一般條款及細則》第 19 條補充本條款及細則。
- (b) 我們可酌情決定隨時限制或更改 Mox Invest、可透過 Mox Invest 交易、存入或提取的證券，以及透過 Mox Invest 進入聯交所、任何美國交易所及任何其他證券交易所或市場的權限，而無須通知您或給予任何理由。

39. 美國人士

- (a) 如您是或成為美國人士，我們有權暫停或終止您使用 Mox Invest。我們對您因任何該暫停或終止而可能招致或蒙受的任何類型的損失、成本、費用或支出概不負責。
- (b) 如您成為美國人士，您同意及時以書面形式通知我們。您明白，在此情況下，我們可能有責任取消您的 Mox Invest 戶口及/或指令，並出售您的證券，您亦授權我們無需您的進一步指示即可採取上述行動。您應在成為美國人士後 30 日內（或我們決定的任何其他限期）轉移您持有的所有證券。

40. 美國證券買賣的額外條款及細則

- (a) 我們有絕對酌情權決定是否准許您使用 Mox Invest 進行美國證券買賣。
- (b) 本附表 4 第 41 條至第 48 條載明您就使用 Mox Invest 進行美國證券買賣的額外權利和責任。就美國證券買賣而言，如本附表 4 第 40 條至第 48 條與本附表 4 餘下條款有任何不一致，概以本附表 4 第 40 條至第 48 條為準。

41. 美國證券買賣的額外風險

- (a) 您確認並接受，美國證券買賣受美國的法律法規所規限。

- (b) 您確認並接受，美國證券買賣涉及重大風險，包括但不限於下文第 50 條風險披露聲明中「美國證券買賣風險」部分所載列的風險，且您確認接受美國證券買賣涉及的所有風險。

42. 美國經紀、結算及託管人安排

就美國證券買賣而言，Mox 委任的經紀將擔任執行經紀、結算代理及託管人。您確認並同意，經紀可透過其美國聯屬公司提供上述服務。

43. 經紀費用及市場收費

您必須支付適當的經紀費用、市場收費以及因美國證券買賣或持有美國證券而產生的任何成本、費用或支出。

44. 交易時段

- (a) 美國證券交易時段為星期一至星期五東部標準時間（「EST」）上午 9:30 至下午 4:00，即翌日的香港時間（「HKT」）晚上 9:30 至凌晨 4:00（夏令交易時段）/HKT 晚上 10:30 至凌晨 5:00（冬令交易時段）。所有未執行的「當日有效指令」將於當日 EST 下午 4:00 收市後失效。Mox Invest 暫不支持美國證券買賣的開市前及開市後時段交易。美國證券買賣可能因特殊假日或個別公司活動而暫停，恕不另行通知。
- (b) Mox Invest 提供美國證券的即時及延遲報價。

45. 交易結算及結算指示

- (a) 在發出買入美國證券的指令之前，您須按要求確保您的 Mox Invest 戶口中有足夠的美元而向我們支付您的 Mox Invest 交易結算。在發出賣出美國證券的指令之前，您須按要求確保您持有足夠的美國證券給我們以完成有關結算。
- (b) 美國證券的結算日為交易日（即您的 Mox Invest 交易執行之日）後兩日（T+2）。您確認並接受，實際結算日會受有關境外市場安排影響，並可能因時區差異、規定的結算時間或業務或交易暫停而超過指定日期。在從經紀收到您的賣出美國證券的 Mox Invest 交易的收益後，我們會將賣出收益存入您的 Mox Invest 戶口。
- (c) 未結算的 Mox Invest 交易的資金可即時用作執行任何新的美國證券買賣的買入指令的資金。

46. 交易限制

- (a) 您同意完全符合及接受與美國證券有關的任何交易限制，包括但不限於美國交易所、Mox 或經紀不時制訂之交易限制所約束。
- (b) 您確認並接受，美國暫停或限制交易、市況及/或某些美國交易所規則的實施，可能導致難以或無法進行某些交易或平倉。在這些情況下，您可能承受更高的損失風險。

47. 美國稅務

- (a) 您必須按照美國國稅局的要求填寫 W-8BEN 表格，並每三年更新一次。如您未填寫或更新 W-8BEN 表格，您將不可使用 Mox Invest 進行美國證券買賣，包括提交任何買入指令或將在任何有關境外市場上市的任何證券轉入美國。
- (b) 美國稅務制度適用於所有持有源自美國的投資產品（如美國證券、共同基金或債券等）的人士，不論其是否為美國人士。這表示，所有以自身名義持有該等投資產品的投資者必須繳交適用的美國稅款。適當情況下您應尋求專業稅務意見。
- (c) 您接受，所有源自您的美國證券的入息、利息、收益及分派均將適用最高預扣稅率（或我們決定的任何其他預扣稅率）。尤其是，您確認並接受，經紀必須就該等源自美國並支付予非美國人士的入息、利息、收益及分派按最高 30% 的稅率予以預扣。
- (d) Mox 和經紀不提供稅款減免服務，即不提供稅收協定規定的預扣稅率，Mox 和經紀亦不代表或協助客戶向美國稅務局（U.S. Taxation Office）申請寬免或豁免預扣稅，或就預扣稅款超額提出任何退稅要求。適當情況下您應尋求專業稅務意見。

48. 公司行動 —— 美國證券

- (a) 參與美國證券買賣的投資者將不能委派代表或親自出席會議。
- (b) 除非另有訂明，否則我們就公司行動事件發出的任何通訊中所載的分派率為扣稅後的數值。
- (c) 任何有關美國證券的公司行動將由相關發行人透過美國交易所網站及相關監管機構正式批准的渠道公佈。在美國交易所上市的發行人可能僅以英文公佈該等公司行動文件，而不提供相應中文文件。我們並無責任翻譯該等文件。

49. 金融糾紛調解計劃程序

- (a) 就 Mox Invest 交易的銷售過程或其處理而產生的「合資格爭議」（定義見《金融糾紛調解中心（調解中心）與金融糾紛調解計劃（調解計劃）相關的職權範圍》），Mox 將與您進入金融糾紛調解計劃程序。
- (b) 請注意，有關證券的合同條款的任何爭議應由您與第三方產品發行人直接解決。

50. 風險披露聲明

- (a) 本風險披露聲明載列透過 Mox Invest 進行證券買賣的部分（並非全部）特徵和風險。您應根據您的投資經驗、投資目標、財務狀況及風險承受能力，謹慎考慮是否適宜進行有關 Mox Invest 交易。
- (b) 如您對透過 Mox Invest 進行證券買賣所涉的風險有任何疑問，您應當尋求獨立的財務、投資、稅務、法律或其他專業意見。
- (c) 本風險披露聲明的內容未經任何監管機構審閱。

50.1 證券買賣的風險

證券價格會波動、有時可能會非常波動。證券價格可上升或可下跌，甚至變得毫無價值。證券買賣未必一定能夠獲得利潤，甚至很可能導致損失。

50.2 交易成本

在進行任何 Mox 投資交易之前，請獲取有關並考慮所有費用、收費、佣金、稅款（例如遺產稅和股息預扣稅）的建議 — 您將對這些費用負責及它們將影響您 Mox 投資交易的淨回報。

50.3 買賣創業板股份的風險

- (a) 創業板股份涉及極高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。
- (b) 您只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。
- (c) 現時有關創業板股份的資料只可以在聯交所操作的網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

- (d) 假如您對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

50.4 在聯交所買賣納斯達克－美國證券交易所證券的風險

- (a) 按照納斯達克－美國證券交易所試驗計劃（「**試驗計劃**」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。您在買賣該項試驗計劃的證券之前，應先諮詢交易商的意見及熟悉該項試驗計劃。
- (b) 您應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

50.5 買賣交易所買賣之衍生產品的風險

- (a) 買賣交易所買賣之衍生產品涉及的部分（並非全部）風險包括：
- (i) **發行人失責風險**：倘若交易所買賣之衍生產品發行人破產而未能履行其對所發行證券的責任，投資者只會被視為無抵押債權人，對發行人所持任何資產均無優先索償權。投資者須特別留意交易所買賣之衍生產品發行人的財力及借貸能力。
- (ii) **非抵押產品風險**：非抵押交易所買賣之衍生產品並沒有資產擔保。倘若非抵押交易所買賣之衍生產品發行人破產，投資者可能損失其全數投資。要確定產品是否非抵押，投資者須細閱上市文件。
- (iii) **槓桿風險**：交易所買賣之衍生產品（例如衍生權證及牛熊證）均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，交易所買賣之衍生產品的價值可以跌至零，屆時當初投資的資金將會盡失。
- (iv) **有效期風險**：大部分交易所買賣之衍生產品設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。
- (v) **特殊價格移動風險**：交易所買賣之衍生產品價格或會因為外來因素（如市場供求）而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。
- (vi) **外匯風險**：若投資者所買賣交易所買賣之衍生產品的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響交易所買賣之衍生產品的價格。

- (vii) **流通量風險**：交易所例如聯交所規定所有交易所買賣之衍生產品發行人要為每一種個別產品委任一名流通量提供者。流通量提供者的職責在於為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者或就不能進行買賣，直至新的流通量提供者被委任為止。

(b) 買賣衍生權證的風險

- (i) 衍生權證投資者可在指定到期日之前以預設價格「買入」或「出售」相關資產。到期時，衍生權證一般以現金結算，而不涉及相關資產的實物買賣。
- (ii) 衍生權證的相關資產種類繁多，包括股票、股票指數、貨幣、商品或一籃子證券等，一般分為兩個類別：認購權證及認沽權證。認購權證持有人有權（但無責任）在某段期間以預設價格（稱為「行使價」）向發行人購入特定數量的相關資產。相反，認沽權證持有人有權（但無責任）在某段期間以預設價格向發行人沽售特定數量的相關資產。
- (iii) 衍生權證涉及的風險是其愈接近到期日，價值會愈低。因此，衍生權證不能視為長線投資。
- (iv) 衍生權證的價格可隨相關資產價格的引伸波幅而升跌，投資者須注意相關資產的波幅。

(c) 買賣界內證的風險

- (i) **到期時的預定固定收益**：界內證持有人可獲得預定固定收益，有關金額視乎界內證到期時掛鈎資產現貨價（或水平）是落於上限及下限價（或水平）範圍之內（「界內」）還是之外（「界外」）而定。在到期日，界內證只會以現金結算。界內證到期時會出現兩種情況：如屬界內，投資者可就每證獲得港幣 1 元。由於界內證在到期時的預定最高固定收益為港幣 1 元，投資者不應在港幣 1 元以上進行買賣，投資者若以港幣 1 元以上買入界內證將會蒙受損失；如屬界外，則可就每證獲得港幣 0.25 元。
- (ii) **價格變動**：基於界內證的性質，您應注意界內證的價格對掛鈎資產價格（或水平）變動、到期日前的剩餘時間及引伸波幅等的反應可能有別於衍生權證。在界內證有效期內，其價格與掛鈎資產價格（或水平）或呈相同或背向的走勢，視乎掛鈎資產價格（或水平）是否高或低於上限或下限價（或水平）而定。

- (iii) **槓桿風險**：界內證的實際槓桿比率取決於一系列因素，包括（但不限於）界內證距離到期的時間長短以及掛鈎資產現貨價（或水平）比較於行使價（或水平）上限及下限的差距。一般預期界內證於成交價接近行使價（或水平）上限或下限價（或水平）時的實際槓桿比率較高，否則於其他情況相對較低，而這些實際槓桿比率的差異於界內證臨近到期時尤為明顯。
 - (iv) **時間值**：一般而言，若掛鈎資產等於上限或下限價（或水平）又或介乎兩者之間，而其於到期時屬界內的機會隨時間增加，則界內證的價值會隨時間提升（因為投資者獲得界內證的時間值）。若掛鈎資產落於上限與下限價（或水平）範圍之外，而其於到期時屬界內的機會隨時間減少，則界內證的價值會隨時間下跌（因為投資者須支付界內證的時間值）。
- (d) 買賣牛熊證的風險
- (i) 牛熊證類為交易所買賣之衍生產品的一種，能追蹤相關資產的表現而投資者毋須支付購入實際資產的全數金額。牛熊證有牛證和熊證之分，而設有固定到期日，投資者可以看好或看淡相關資產而選擇買入牛證或熊證。牛熊證是由第三方發行，發行人通常是投資銀行，與聯交所及相關資產皆沒有任何關聯。
 - (ii) 牛熊證在發行時有附帶條件：在牛熊證有效期內，如相關資產價格觸及上市文件內指定的水平（稱為「收回價」），發行人會即時收回有關牛熊證。若相關資產價格是在牛熊證到期前觸及收回價，牛熊證將提早到期並即時終止買賣。在上市文件原定的到期日即不再有效。
 - (iii) 投資者買賣牛熊證，須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產值等同上市文件所述的強制收回價/水平，牛熊證即停止買賣。屆時，投資者只能收回已停止買賣的牛熊證由產品發行人按上市文件所述計算出來的剩餘價值（注意：剩餘價值可以是零）。
 - (iv) 牛熊證的發行價已包括融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。牛熊證的年期愈長，總融資成本愈高。若一天牛熊證被收回，投資者即損失牛熊證整個有效期的融資成本。融資成本的計算程式載於牛熊證的上市文件。

50.6 買賣交易所買賣基金（「ETF」）的風險

- (a) ETF 是被動型管理、開放式基金。所有在聯交所上市的 ETF 均為香港證監會認可的集體投資計劃。ETF 緊貼相關基準（例如指數及商品如黃金等）的表現。

- (b) ETF 可大致分為兩類：實物資產 ETF（即傳統型或實物型 ETF）及合成 ETF。這些 ETF 很多皆完全按照相關基準的同一組成及比重，直接買進複製相關基準所需的全部資產（例如股票指數的成分股）。有些追蹤相關股票指數的實物資產 ETF 或會將部分資金投資於期貨及期權合約。而合成 ETF 不購入相關基準的成分資產，一般都是透過投資金融衍生產品去「複製」相關基準的表現。為確保明白相關 ETF 的運作，投資者應細閱 ETF 發售章程。
- (c) 買賣 ETF 涉及的部分（並非全部）風險包括：
- (i) **市場風險**：投資者會承受與 ETF 追蹤的相關資產組合/指數/市場有關的政治、經濟、貨幣、法律及其他風險。鑒於 ETF 固有的投資屬性，ETF 管理人不能隨意因應市場變化而酌情採取策略（例如，ETF 管理人不能隨意在跌市中採取防守策略）。投資者必須承受有因為相關資產組合/指數/市場波動導致損失的準備。
 - (ii) **追蹤誤差風險**：追蹤誤差是指 ETF 與相關基準兩者之間的表現差異，原因可以是總費用比率（「**總費用比率**」）的影響、相關基準組合及 ETF 組別（實物資產 ETF 相對於合成 ETF）改變等。ETF 的總費用比率並無通用界定，可包括：管理費和其他費用及成本（例如交易費用、印花稅、擬備財務報告及其他規定文件的開支、律師費、核數師費、保險費、託管服務費等）。ETF 的預計總費用比率載於其發售章程，但個別 ETF 的總費用比率不一定等同該基金的追蹤誤差，因為基金的資產淨值（NAV）（「**資產淨值**」）可受其他因素影響，例如投資組合所帶來的股息及其他收益，另若屬合成 ETF，基金所承擔的間接費用或只能透過其所持衍生工具的市值反映出來。
 - (iii) **按折讓或溢價買賣的風險**：ETF 的市場價格由供求等市場因素已定，因此 ETF 市場價格可能會高於或低於基金的資產淨值，當中主要是供求問題，市場大幅波動兼變化不定時尤其多見。專門追蹤一些對直接投資設限制的市場或行業的 ETF 亦可能會有此情況。所以，若以高於資產淨值的價格買入 ETF，即使其後沽出時資產淨值已見升幅，投資者也可能有所損失，假若 ETF 被終止，當初投資的金額更可能無法全數取回。
 - (iv) **流量風險**：雖然 ETF 通常有一個或以上市場作價者負責提供流通量，但無法保證任何市場作價者行為均會有效及一直維持交投活躍。若有市場作價者失責或停止履行職責，投資者不能透過交易系統買入或賣出產品，又或可發現 ETF 的市價高於或低於其資產淨值。

- (v) **交易對手風險：**合成 ETF 需承受涉及與衍生產品發行人相關的交易對手風險，而且假若衍生產品發行人失責或不能履行其合約承諾，合成 ETF 可能蒙受損失。此外，註冊機構亦應考慮有關衍生產品發行人的潛在連鎖影響及集中風險（例如由於衍生產品發行人主要是國際金融機構，因此若合成 ETF 的其中一個衍生產品交易對手倒閉，即可能對該合成 ETF 的其他衍生產品交易對手產生「連鎖」影響）。即使合成 ETF 持有交易對手已提供充分的抵押品擔保，交易對手風險也不能盡除，一旦要行使申索抵押品的權利，抵押品的市值也可以遠低於當初所得之數，令合成 ETF 損失嚴重。

50.7 買賣槓桿及反向產品（「槓桿及反向產品」）的風險

- (a) 槓桿及反向產品採用 ETF 結構旨在提供短期投資回報，相當於將相關指數放大或提供與相關指數相反的單日投資回報。
- (b) 買賣槓桿及反向產品涉及的部分（並非全部）風險包括：
 - (i) **投資風險：**槓桿及反向產品乃衍生產品。買賣槓桿及反向產品涉及投資風險，不保證可取回投資本金。
 - (ii) **波動風險：**槓桿及反向產品涉及使用槓桿及重新平衡活動，因而其價格可能會比傳統的 ETF 更波動。
 - (iii) **不同於傳統的 ETF：**槓桿及反向產品與傳統的 ETF 不同，具有不同的特性及風險。
 - (iv) **長線持有的風險：**槓桿及反向產品並非為持有超過重新平衡活動的間距，一般為一天而設。在每日重新平衡及複合效應下，有關產品超過一天的表現會從幅度或方向上偏離相關指數同期的槓桿或相反表現。在市況波動時有關偏離會更明顯。隨著一段時間受到每日重新平衡活動、相關指數波動，以及複合效應對每日回報的影響，可能會出現相關指數上升或表現平穩，但槓桿產品卻錄得虧損。同樣地，亦有可能會出現相關指數下跌或表現平穩，但反向產品卻錄得虧損。
 - (v) **重新平衡活動的風險：**槓桿及反向產品不保證每天都可以重新平衡其投資組合，以實現其投資目標。市場中斷、規管限制或市場異常波動可能會對產品的重新平衡活動造成不利影響。
 - (vi) **流通量風險：**為減低追蹤偏離度，槓桿及反向產品一般會在交易日接近完結時才進行重新平衡活動（相關市場收市前的一段短時間）。頻繁的重新

平衡活動可能使有關槓桿及反向產品更受市場波動影響及面對較高的流通量風險。

- (vii) **即日投資風險**：槓桿及反向產品的槓桿倍數會隨交易日市場走勢而改變，但直至交易日完結都不會重新平衡。因此槓桿及反向產品於交易日內的回報有可能會多於或少於相關指數的槓桿或相反回報。
- (viii) **重整組合的風險**：相對傳統的 ETF，每日重新平衡活動會令槓桿及反向產品的投資交易次數較頻密，因而增加經紀佣金及其他買賣開支。
- (ix) **關聯風險**：費用、開支、交易成本及使用衍生產品的成本，可令有關產品的單日表現，與相關指數的單日槓桿/反向表現的關聯度下降。
- (x) **終止運作風險**：如所有市場作價者辭任，槓桿及反向產品必須終止運作。槓桿及反向產品必須在最後一名市場作價者辭任生效時同時終止運作。
- (xi) **槓桿風險（僅適用於槓桿產品）**：槓桿效應會令槓桿產品的盈利及虧損倍增。
- (xii) **有別於傳統的回報模式（僅適用於反向產品）**：反向產品旨在提供與相關指數相反的单日回報。如果有關指數長時間上升，反向產品可能會損失大部分或所有價值。
- (xiii) **反向產品與沽空（僅適用於反向產品）**：投資反向產品並不同於建立短倉。因為涉及重新平衡活動，反向產品的表現可能會偏離短倉表現，特別是當市況波動及走勢經常搖擺不定的時候。

50.8 供股權證的風險

- (a) 供股權證是公司向現有股東一次性發行股份，讓他們有機會透過在未來的某個日期以折扣價購買額外的新股，來維持所有權的原有比例不被攤薄。
- (b) 直至購買新股的日期為止，投資者可以按買賣普通股的方式在市場進行供股權證交易。如果投資者在這段時間內不行使認購權，認購權將期滿失效。如果投資者無意行使認購權，可以在公開市場上出售。認購權一旦行使，便不能再次使用。
- (c) 面對有折扣提供的股票很容易受到誘惑，但您不應假設這是買平貨，而是應先了解資金籌集的背後原因，才作出明智的決定。公司可能會透過供股權證償還債務，尤其是當他們無法從其他來源借貸時。您應留意公司管理層有否著手解決潛在的問題。

- (d) 假若您決定不行使認購權，則由於所發行股份數量的增加，您所持有公司的總股權將被攤薄。假若您指定的時間內不參與供股，您的未繳款認購權將會失效。公司將在扣除報價及費用後，出售這些權利並分配任何淨收益。如有任何過期收益，其金額將不會通知您，直至報價關閉。因此不能保證您不會失去收益。
- (e) 認購權所產生的投資及收益的價值可能會下降，您可能會收回比原本投資更少的資金。

50.9 在香港市場以外進行買賣的風險

- (a) 您在有關境外市場（包括正式連接至本地市場的）進行 Mox Invest 交易，或會承受額外的風險。該等 Mox Invest 交易及有關境外市場須受有關香港以外的境外司法管轄區的適用法律或規定及規例規管，而該等法律或規定及規例所提供的投資者保障，可能有別於甚至不及香港法律提供的投資者保障。
- (b) 如您的 Mox Invest 交易在其他司法管轄區執行，本地的監管機構將無法強制執行該司法管轄區的監管機構或有關境外市場的規則。在進行證券買賣前，您有責任了解您所在的司法管轄區及其他相關司法管轄區提供的補償機制相關資訊。
- (c) 只有您完全明白有關境外市場的性質及您面臨的相關風險後，方可考慮在該有關境外市場進行證券買賣。您應按您的投資經驗、投資目標、財務狀況及風險承受能力，謹慎考慮是否適宜進行有關證券買賣。若您有任何疑問，應尋求獨立的專業意見。
- (d) 在有關境外市場進行買賣前，您應查詢任何涉及您將進行的 Mox Invest 交易的規則。尤其是，您應熟悉並遵守關於持股限制及披露責任的規則及規例。
- (e) 您必須同意，經紀安排在有關境外市場執行指令時，有關 Mox Invest 交易將由相關市場參與者或其指定的結算代理（有可能是經紀的聯屬公司）進行結算及交收。
- (f) 在有關境外市場執行的所有 Mox Invest 交易將須繳付有關境外市場不時徵收的交易徵費或其他徵費。經紀獲授權根據有關境外市場的規則向您收取適當的交易徵費或其他徵費。
- (g) 您欠付之金額（包括但不限於用於結算之金額）以及您有權收取的任何相關外幣金額，將由經紀釐定。您應密切留意您的持倉，因為在某些不能預見的市況下，我們未必能聯絡您，而您的持倉將有可能被強制平倉。

50.10 買賣美國證券的風險

- (a) 除上述條款載列的風險外，買賣美國證券亦涉及下列風險（並非全部）：
- (i) **監管制度不同**：美國市場可能受不同的規例規管，運作方式亦可能與聯交所所有不同。例如，就交由託管銀行或證券保管處保管的美國證券而言，兩地的規則可能有所不同，而為妥善分開存放及保管您於境外持有的美國證券實施的保障措施可能因而受到影響。美國市場可能實行不同的交易結算及交收限期，您收到有關交易價格及交易交收時間的資訊可能因而受到影響。適用於聯交所掛牌上市的投資產品的披露標準，可能並不適用於美國證券。披露時，會計、核數及財務報告準則如有不同，亦可能造成相關資料質素下降、難以與其他資訊互相比較，而尋找最新資料亦會較為困難。
 - (ii) **法律制度不同**：美國法律有可能禁止或限制將資金匯出美國，包括投資美國證券的本金、出售投資回報、收益、股息、利息等資金。您的投資本金及因投資所得資金，未必一定能夠匯出美國。美國亦可能對外國投資者購買的投資產品數量或類別實施限制，而此可能影響您投資的美國證券之流通性及價格。
 - (iii) **涉及費用不同**：您可能須繳付額外費用，例如涉及美國證券交易的收費及經紀佣金。您亦可能須按溢價買賣某些美國證券。在您開始買賣美國證券前，您應清楚了解您須承擔的一切佣金、收費及其他支出，而該等費用會影響您的純利（倘有）或招致更高的虧損。
 - (iv) **稅項承擔**：投資美國證券會產生稅項。例如，出售證券之收益、收取股息及其他入息或須分別在美國、香港或同時在兩地繳付相關稅項、關稅或費用。不論是否美國公民或永久居民，所有以個人名義持有美國投資產品之人士均受美國稅制規管。換言之，所有持有美國證券的投資者均須就收取的股息繳付預扣稅。您透過 Mox Invest 獲得的任何美國來源入息，包括利息或股息，均須繳付美國預扣稅。經紀須就外國人士的該等入息按最高30%的稅率予以預扣。Mox 不提供稅款減免服務，即不提供稅收協定規定的預扣稅率，Mox 不代表或協助您向美國國家稅務局（U.S. Inland Revenue Service）申請寬免或豁免美國預扣稅，或就預扣稅款超額提出任何退稅要求。
 - (v) **交易對手及代理經紀風險**：美國市場的交易通常會由經紀透過有權在有關市場進行交易及/或結算之外國經紀執行。所有依您指示交由該等交易對

手及代理經紀執行的交易，要視乎交易對手及代理經紀各自履行職責情況而定。如該等交易對手及代理經紀破產或失責，可能導致您的持倉未經您同意即被平倉或關閉，甚至可能導致您難以收回在境外持有的美國證券。

- (vi) **政治、經濟及社會形勢**：美國市場受美國政治、經濟及社會形勢影響，而相關形勢可能難以預計，甚至可能導致投資美國證券的風險增加。
 - (vii) **不受投資者賠償基金、《證券及期貨條例》及相關附屬法例保護**：您無權就有關境外市場進行的 Mox Invest 交易及美國證券，向根據《證券及期貨條例》設立的投資者賠償基金提出賠償申索。如果託管人信用不佳或關閉，您的美國證券或不受保護。
- (b) 買賣美國證券前，您應明白並確認您接受有關風險。您應根據您的投資經驗、投資目標、財務狀況及風險承受能力，謹慎考慮是否適宜進行有關買賣。如您對所涉風險有任何疑問，您應當尋求獨立的專業意見。

50.11 買賣美股小數股/美股零碎股的風險

- (a) 買賣不足一股的美股及 ETF 小數股/零碎股（「**美股小數股/美股零碎股**」）而非整股時，您可能須承受經紀的信貸風險，原因是經紀或其聯屬公司將作為您的交易對手，以主事人或無風險主事人身份執行該等不足一股的股份買賣交易。如您的指令同時涉及整股及不足一股的股份，其中整股部分，經紀將作為您的代理，而美股小數股/零碎股的股份部分，經紀將作為主事人（或無風險主事人）。整股指令經紀將繼續以代理身份處理。您將永遠是您 Mox Invest 賬戶中任何美國零碎股份的實益擁有人，您擁有的所有美股小數股/美股零碎股將在我們的賬簿和記錄中與您擁有的整股以相同的方式和程度進行分開記錄。
- (b) 美股小數股/美股零碎股不可轉讓予另一經紀且將需要在轉移前變現，而這可能會產生稅務後果及導致佣金費用。執行轉讓請求時，經紀會依照上文第(a)項所述的定價機制，買入您的 Mox Invest 戶口中的美股小數股/美股零碎股，並就該等平倉交易收取佣金，再將餘下的整股轉讓。
- (c) 您持有美股小數股/美股零碎股，不代表您就關於美股小數股/美股零碎股的任何公司行動（包括但不限於任何收購要約或供股）享有表決權或自願選擇權，而我們無法就任何不足一股的股份向您提供任何持股證明文件。但是，您會獲得股息分派，或在某些情況下，股息分派時派發的股息股份或價值相當於股息股份的款項，亦可正常參與任何股份分拆、合併或其他強制性公司行動。

- (d) 經紀可能僅接納若干類別的美股小數股/美股零碎股指令，例如市價盤及限價盤等。如您作出涉及美股小數股/美股零碎股的未能成交的限價盤，指令可能須待該指令變為可成交後方會獲執行（甚至可能因此完全不獲執行），即使該指令若按整股股數提交可能更早執行。
- (e) 就美股小數股/美股零碎股所顯示的市價可能並非市價盤的執行價。即使您提交指令時輸入指令的總金額（例如 100 美元的股份），指令亦會以股數（例如 0.45 股）提交。因此，最終的執行價與您輸入的現金金額或會有所不同。
- (f) 經紀記錄代客戶買賣或持有美股小數股/美股零碎股的股份數量時，按四捨五入計至小數點後第四個位。

50.12 在香港以外地方收取或持有的客戶資產的風險

在香港以外地方收取或持有的客戶資產（包括美國證券），會受有關海外司法管轄區的適用法律及規例所監管的，而該等法律及規例與《證券及期貨條例》及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

50.13 證券託管的風險

- (a) 將證券交由其他人士託管，您可能須承擔該等人士的信貸風險。
- (b) Mox 對以下各項概不負責：
 - (i) 由該等託管所引致的任何損害或損失，但因 Mox 的欺詐行為、故意失責或疏忽所引致的損害或損失則除外；及
 - (ii) 由經紀、任何代名人或其他代理、或經紀或任何代理的代名人的任何行為、故意失責或疏忽所引致的任何損害或損失，而您同意您託管於經紀、任何代名人或其他代理、或經紀或任何代理的代名人之證券所涉風險概由您本人承擔，惟 Mox 須合理謹慎地挑選經紀、代名人或其他代理。

50.14 發出指令的風險

- (a) **市價盤：**市價盤是按即時市場價位執行的指示。市價盤並不保證一定以某個執行價格執行，甚至會以非理想價格執行。如您希望對執行價格有更大控制權，請使用限價盤，即指示以特定限定價格或更佳的价格執行指令。

- (b) **限價盤：**限價盤是以指定價格或較指定價格更佳的价格買賣證券的一種指令。限價盤保證指令不會以差於您限定價位的價格成交，但不保證一定成交。
- (c) **指令轉換及指定：**經紀可能會將某些類別的指令換成其他類別的指令，或對某些 Mox Invest 客戶指令設定條件，以便於指令的執行。例如，經紀或會透過「指令指定」模擬某些類別的指令。有時，交易所未必提供某個指令類別或者經紀提供的指令類別未必是交易所提供的「原始」指令類別，在此情況下，經紀可能會使用模擬指令。此外，為便於依照客戶指令的目標即時、自動執行指令，指令的傳遞方式可採取「立即成交否則取消指令」（Immediate or Cancel）、「全數執行或立刻取消指令」（Fill-or-Kill）及「全部完成或放棄買賣指令」（All-or-None）等。經紀或會按超過最佳買入價/賣出價的特定百分比，就買入指令設定最高價格或就賣出指令設定最低價格，以在交易所模擬市價盤，防止客戶指令受大幅及快速波動的价格影響。即使訂定該等上限及下限價格是為在達成交易執行目標的同時將價格風險降至最低，但指令執行仍可能延遲，甚至全部不獲執行。
- (d) **篩選條件：**交易所及監管機構要求經紀系統中須設有篩選條件（或交易所系統內設有該等篩選條件），以防止指令以可能干擾有秩序市場的价格執行。即使客戶希望以某個價位立即執行某項指令，該等篩選條件亦可能令原本可成交的指令不獲執行或延遲執行。經紀亦可基於符合監管要求所需，經考量產品的正常數量、指令類別、指令是否可以成交等因素，及其他可能引致該指令干擾市場秩序的因素，而拒絕接納超過某一限額的指令。
- (e) **交易量及市場波動過高的潛在影響：**交易量上升及價格波動或會導致大市波動及出現極端市場情況。您有必要了解您因此會承受的潛在風險，包括：
- (i) **延遲及價格問題：**不論在開市、收市前後或其他時段，交易量上升均會可能導致指令執行（或相關匯報）延遲及/或執行價格與發出指令時的報價或顯示的市價有較大差異；及
- (ii) **更改指令處理及接受指令的限制：**市場出現波動或極端狀況時，我們可能需要更改經紀的指令處理程序及/或限制經紀接納的指令類別。Mox 及經紀並非必須接納或接受客戶的指令，尤其是我們認為相關的合規、法律、財務、信貸或其他風險處於不可接受的情況下。我們可決定是否有必要更改指令處理的程序，或限制、禁止買賣，以降低我們及/或我們客戶承擔的極端市場、財務或其他風險。我們可絕對酌情決定作出該等更改，而無須通知您。

50.15 收市後交易及臨近開市前發出指令的風險

- (a) 如您希望在某個相關市場進行證券買賣，您有責任了解相關市場的交易時段、收市後交易的相關風險，您亦有責任決定發出指令的時間、方式及發出的指令類別。如我們向您提供收市後交易服務，此並不構成收市後交易必定成交或適合所有交易的建議或結論。
- (b) 相對於正常交易時段的交易，收市後交易的相關風險包括：低流通性風險、高波動性風險、價格變動風險、市場斷連風險、影響證券價格的新聞發佈風險及買賣差價風險，而您的指令可能因此只獲部分執行，甚至全部不獲執行，或者以較差的價格成交。
- (c) 臨近開市時段，市場波動性可能驟升，證券價格及可供交易數量通常會急速變化，而各個市場的數據專線或會變得緩慢或暫時無法獲取。我們不保證您於開市時或臨近開市時發出的指令必定以最佳掛牌價成交。您可以考慮開市時使用限價盤，但假若您較關注能否成交，而非成交價格，請使用市價盤。

50.16 系統及組件中斷或故障的風險

- (a) 您透過 Mox Invest 進行證券買賣及經紀使用計算機組系統進行買賣盤傳送、執行、配對、註冊及結算，或會涉及系統及組件中斷或故障的風險。例如，如 Mox Invest 或經紀的指令傳送系統，或聯交所或任何有關境外市場的系統出現技術故障，證券買賣可能會受到影響。相關風險包括下列各項出現延遲或故障：
 - (i) 您與 Mox Invest 的連接、Mox Invest 與經紀的連接、經紀與聯交所或有關境外市場的連接，包括任何認證機制及互聯網連接問題；
 - (ii) 數據庫的運作及內部數據傳遞；
 - (iii) 提供數據傳送專線（數據的準確性及數據連接的穩定性）；
 - (iv) 可能發生的硬件故障；
 - (v) 使用負荷、頻寬限制及其他電腦及網絡架構固有的「瓶頸」問題；
 - (vi) 第三方供應商及其他依附元件的問題、爭議或故障；及
 - (vii) 其他電腦操作中固有的一般風險。

- (b) Mox Invest 或經紀的電腦系統未必一定可在任何時間使用。任何上述問題及其他技術故障，皆可能造成指令執行延遲或故障、指令執行錯誤或其他問題。在發生任何系統中斷或故障的情況下，這一段時間內您可能無法輸入新的指令、執行已有指令或修改或取消早前輸入的指令。該等中斷或故障亦可能會導致指令丟失或指令未獲優先處理。除了您的 Mox Invest 戶口外，您應該保留其他交易安排，以避免受 Mox Invest 或經紀的系統因任何原因無法使用的影響。

A 部分：適用於基金的條款及細則

本 A 部分適用於任何涉及基金的 Mox Invest 交易（無論是對單一基金的一次性或常設投資，還是對基金組合的投資，如及當我們提供此等產品）。如果本 A 部分的條款與本附表 4 的其餘部分存在任何不一致，適用於涉及基金的 Mox Invest 交易則以本 A 部分為準。

51. Mox Invest 涉及基金的交易

- (a) 您可以向我們發出購買基金單位的指示：
- (i) 作為一次性、獨立認購；及/或
 - (ii) 在我們允許的情況下，以定期（例如每月）認購該基金單位的方式。這需要您在 Mox 應用程式上向我們發出常設指示。常設指示：
 - (A) 必須指明相關基金、該基金的經常性認購金額以及重複該常設指示的期限；
 - (B) 由我們定期執行；及
 - (C) 可以通過 Mox 應用程式由您取消。儘管我們會盡力在收到您的要求後儘快取消相關常設指示，但我們可能不能立即及/或在下一個執行日期之前取消。如果我們沒有取消您的常設指示，我們將通過 Mox 應用程序通知您，並且我們不會對您可能遭受的任何損失或損害、任何利潤損失或失去或錯過的機會承擔責任。
- (b) 您也可以向我們發出指示：
- (i) 在我們允許的情況下，購買基金組合——在這種情況下，我們當時指定的進一步條款將適用；及/或
 - (ii) 贖回您任何基金的單位。

- (c) 您同意：
- (i) 儘管我們將盡最大努力在收到您的指示後儘快按照您的指示購買基金單位或贖回您的基金單位，但我們和基金均沒有義務就基金接受或按照您的指示行事；
 - (ii) 您購買基金單位的指示將按照我們收到指示的先後次序執行。這代表定期認購基金單位的常設指示將優先於任何其後以一次性、獨立認購方式購買基金單位的指示及任何其後定期認購基金單位的常設指示；
 - (iii) 如果您的 Mox Invest 戶口中沒有足夠的現金來支付購買基金單位的指示，我們將儘可能以您的 Mox Invest 戶口中的可用金額執行部分指示或拒絕該指示；
 - (iv) 我們無需在 Mox 應用程式上顯示適用於一款基金的指示的相關截止時間之外的任何時間，按照該基金指示採取行動（在通常情況下，任何此類指示都將於下一個工作日執行或提交）；
 - (v) 為了執行您有關基金的指示，我們將依賴您就每項指示（包括任何常設指示）向我們提供的資料，您亦將被視為已確認該等資料準確無誤；
 - (vi) 您就基金發出的任何指示均須受制於我們或相關基金、基金經理、基金受託人或分銷商、相關基金文件（定義見下文）施加的任何限制或規限以及任何法定、監管、法律或市場規定；
 - (vii) 當您購買基金單位後，在我們允許的情況下，您將可轉換您的基金單位至由同一基金經理管理的其他基金；
 - (viii) 對於贖回您所持有的任何基金單位的指示：
 - (A) 在相關基金確認贖回申請後，我們將從您的 Mox Invest 戶口中扣除您希望贖回的單位；及
 - (B) 基金可能會暫停您的贖回權；
 - (ix) 出於遵守法律的目的，我們（代表我們自己）及/或相關基金或基金經理、基金受託人或分銷商，可能會要求您在有權購買任何基金單位或贖回您持有的任何基金單位前提交進一步的身份證明或文件。如果您不遵守此類要求的規定，我們可能無法處理您有關基金的指示，且基金、其經理或管理員可能會不容許我們代表您進行投資，且無需支付任何款項給您，

- (x) 我們不承擔以下責任或義務：
 - (A) 確保相關基金向您分配基金單位或贖回您在任何基金中的單位；或者
 - (B) 對於您因有關您的基金指示而使用任何的電訊、電腦服務或系統的任何故障、失效、中斷、暫停或失靈，或任何拒絕接受、延遲接受或處理您有關基金的指示而引起的的任何損失、損害、任何利潤損失、損失或錯過機會；及
- (xi) 無論您是否根據我們的建議進行投資，對於您在任何基金中的投資價值的任何減少或未能確保特定水平的收入或資本收益，我們均不承擔任何責任，除非是由於我們的欺詐、故意造成的違約或疏忽所造成。
- (d) 您向我們提交指令時，Mox 應用程式上顯示的基金購買或贖回價格僅供參考，因此實際購買或贖回價格可能會如相關成交單據所反映會更高或更低。這可能是因為，例如：
 - (i) Mox 應用程式上向您顯示的基金購買或贖回價格反映前一天的價格；
 - (ii) 實際購買或贖回基金時，市場狀況可能發生變化；及/或
 - (iii) 涉及基金的 Mox Invest 交易的實際交易日期可能與您的指示日期不同。實際交易日期以相關基金的交易日為準。例如，如果您的指示（包括任何常設指令）的日期適逢相關基金的非交易日，則該指示將在該基金的下一個交易日執行。

對於您因此類差異相關而可能遭受或招致的任何損失或損害、利潤損失或錯過的機會，我們均不承擔任何責任。
- (e) 請注意，基金可能以港幣以外的貨幣計價。如果您希望購買非港元計價的基金，您需要先購買相關外幣，然後使用該外幣購買該基金的單位。如果您贖回持有的任何非港元計價的單位，您也不會收到港元—您將收到相關的非港元貨幣。

52. 基金的合適性

- (a) 涉及基金的 Mox Invest 交易可能是在非招攬的基礎上進行的，也可能涉及我們提出投資建議或招攬。我們對您的責任和義務將根據您使用的服務而有所不同。
- (b) 根據第 4 條，如果我們向您招攬出售或建議某項基金，我們將採取合理措施，確保該建議或招攬的合適性在所有情況下均屬合理，及對於任何使用或涉及衍生產品的

基金而言，確保您對該衍生產品有足夠的認知及了解該基金的性質和風險，並有足夠的淨資產以承擔投資該衍生產品的風險和潛在損失。這並不能保證您的投資會增值。

- (c) 我們進行的合適性評估是基於您向我們提供的資料（包括您的投資知識、教育、年齡和流動性需求）以及當我們作出評估時或當我們執行您的指示或常設指示的初始投資時可獲得的任何其他我們認為合適的資料。我們進行的合適性評估不考慮該等資料的任何後續更改。相關資料包括但不限於市場狀況的變化、外匯匯率、利率、地緣政治發展（例如國家之間的外交關係）以及您的個人資料和情況。此等因素和其他因素的任何變化，無論是單獨考慮還是綜合考慮，都可能會影響投資後的合適性，使其不再合適。

53. 基金文件

- (a) 每隻基金將提供「**基金文件**」，包括認購章程、基金概覽、產品資料概要、年度報告（如有）和半年度報告（如有）。
- (b) 基金文件載有與基金有關的重要資料，包括基金的投資目標、費用、風險因素、利益衝突、轉讓限制、認購、贖回、強制贖回及其他等事項。
- (c) 視供應情況而定或除非法律另有要求，我們將盡合理努力通過 Mox 應用程式向您提供與每隻可供購買的基金相關的基金文件。
- (d) 基金文件由第三方基金經理準備。我們沒有也不會檢查或驗證基金文件中任何資料的準確性或完整性。因此，我們不對基金文件或其他基金資料（見下文第(g)項的定義）的準確性或完整性以及將實現的任何回報作出任何陳述。我們不承擔與基金文件及其他基金資料相關的任何責任，包括對基金文件及其他基金資料中的陳述的任何明示或暗示的聲明或保證、錯誤或遺漏。
- (e) 您同意並承認：
- (i) 在購買基金之前，您必須仔細閱讀所有相關基金文件，並確保您了解其內容及相關風險。您對基金的投資是根據基金文件中載有的資料（包括風險因素）進行，並受其約束；
- (ii) 如果您對基金文件有任何疑問，您必須尋求獨立意見。基金文件無意提供稅務、法律、會計或財務建議；
- (iii) 基金文件可能包括您作為相關基金的投資者需要作出的聲明、陳述和保證。如果您繼續對該基金進行投資，您將被視為已作出所需的聲明、陳述

和保證。對於根據常設指示對該基金進行的任何後續投資，您將被視為重複作出所需的聲明、陳述和保證；

- (iv) 您將遵守相關基金文件中規定的要求，包括銷售及/或轉讓限制、承諾和彌償及其適用的法律法規；及
- (v) 基金將投資於相關基金文件所述的資產。
- (f) 對於您可能因您被視為已作出或未作出陳述和保證或因您未能閱讀基金文件而遭受或招致的任何損失或損害，或者任何利潤損失或錯過的機會，我們不承擔任何責任。
- (g) Mox 使用 Allfunds Bank S.A.U. (「Allfunds」) 作為基金價格和基金的文件 (「基金資料」) 的來源，兩者均由相關基金經理向 Allfunds 提供。基金的資料：
 - (i) 未經書面明確授權，不得複製或重新分發；
 - (ii) 不構成投資建議；
 - (iii) 僅供參考；及
 - (iv) 不保證其為完整、準確或及時。

54. 利益及利益衝突

- (a) 我們不是獨立中介機構，因為我們可能會直接或間接收到：
 - (i) 來自其他方或由代表其他方的人士 (可能包括產品發行人、基金經理及其他服務供應商) 與我們向您分銷、向您建議或招攬基金有關的費用、佣金或其他金錢利益。此等金錢利益可能包括基金經理或代表基金經理因分銷或建議某項基金而收取的分銷費，您持有某特定基金期間每年的市場營銷費用及/或持續佣金。請參閱我們關於當在進行任何基金交易時或之前必須向您提供的金錢利益的披露以了解進一步詳情。此外，我們可能會不時從其他方 (可能包括產品發行人、基金經理或其他服務提供商) 在研發及開發方面獲得金錢利益；及
 - (ii) 與我們向您分銷、建議或招攬基金相關的及來自其他方或由代表其他方的人士 (可能包括產品發行者、基金經理及其他服務供應商) 或與前述之人

士有密切聯繫或其他法律或經濟關係的人士的非金錢利益。此等非金錢利益可能包括市場營銷支援、設計援助和培訓材料。

- (b) 我們與安聯環球投資亞太有限公司（「AllianzGI」）簽訂了一項合作備忘錄，根據該合作備忘錄，AllianzGI 可能向我們提供金錢利益及非金錢利益（例如上述所列的利益），以支援我們向您提供的服務，包括涉及安聯收益增值基金的服務。
- (c) 我們維持政策和程序，並制定適當的治理、透明度和監督安排來管理利益衝突。我們採取一切合理措施來識別和記錄利益衝突，並防止衝突給您帶來重大損害風險。例如，我們確保我們和我們的員工所獲得的報酬都並不會鼓勵其對某一特定基金偏頗。除了我們收到上述金錢和非金錢利益外，涉及基金的 Mox Invest 交易可能產生的利益衝突類型範圍廣泛，並且可能發生在多種情況下。例如，Mox、其關聯公司及/或子公司可隨時在適用法律及/或法規允許的範圍內做多或做淡 Mox 應用程序上向您提供的任何基金，或於任何此類基金的成員擁有重大利益，或者可能是與此類基金相關的唯一莊家，或者向此類基金的發行人提供或已經提供建議、投資銀行或其他服務。
- (d) 您同意：
 - (i) 我們有權保留因您投資任何基金而產生的或與其有關的任何報酬或利益；
 - (ii) 即使我們可能在任何基金中擁有重大利益，我們也有權向您招攬或建議該基金；及
 - (iii) 我們有權代表您進行任何涉及基金的 Mox Invest 交易，儘管我們可能存在會引起利益衝突的關係。

55. 股息及其他法律事宜

- (a) 基金宣派的股息將按照相關基金文件規定的分配政策進行支付。如果基金支付：
 - (i) 現金股息，所有股息將記入您的 Mox Invest 戶口；或
 - (ii) 單位股息，所有股息將通過購買基金的額外單位自動再投資於該基金，由我們根據此等條款代您持有。

如果您可選擇再投資與否且沒有指示我們其他操作，基金的現金股息將按我們認為合適的方式而被再投資或記入您的 Mox Invest 戶口。

- (b) 如果在任何時候，出於任何原因，我們（作為您基金的註冊持有人）被指示出售、轉讓或以其他方式處置任何基金，則該基金將被贖回，我們將根據此等條款把收益存入您的 Mox Invest 戶口。
- (c) 我們不會就任何基金的任何法律事宜（包括破產或集體訴訟）向您提供建議或代表您行事。我們將盡最大努力向您發送我們收到的與此類事項有關的任何文件。我們也沒有義務參與與您投資任何基金相關的任何爭議、訴訟及/或任何程序或行動——此為您的全部責任。

56. 基金風險披露聲明

- (a) 本風險披露聲明簡述涉及基金的 Mox Invest 交易的部分（但不是全部）特徵和風險。您應根據您的投資經驗、投資目標、財務狀況及風險承受能力，謹慎考慮是否適宜進行有關 Mox Invest 交易。
- (b) 如果您對涉及基金的 Mox Invest 交易涉及的風險有任何疑問，您應尋求獨立的財務、投資、稅務、法律或其他專業意見。
- (c) 本風險披露聲明的內容未經任何監管機構審查。

56.1 證監會認可基金

Mox 只分銷由證監會認可的投資基金。證監會的認可並不等於對該基金作出推介或認許，亦不是對該基金的商業利弊或表現作出保證。這並不代表該基金適合所有投資者，亦不認許該基金適合任何個別投資者或投資者類別。Mox 應用程式的內容未經證監會或香港任何監管機構審查。

56.2 沒有保證

基金投資，無論是作為獨立投資還是作為基金組合的投資的一部分，均有別於銀行的資金存款。基金不保證投資回報。此外，過去的表现並不代表未來的表现。

56.3 本金保障

基金投資的本金價值可能不受保障，因此您可能會蒙受本金投資的損失。

56.4 流通性風險

基金的流動性可能有限，並且不能保證特定基金恆常有市場。

56.5 交易對手風險

基金是受制於與基金持有的底層投資相關的交易對手風險。如果相關投資的交易對手違約或不履行合同承諾，基金可能遭受損失。此外，基金相關投資的交易對手的信用評級及/或財務狀況將影響基金的價值並最終影響您的投資。例如，如果交易對手違約，基金的價值可能會受到負面影響。

56.6 外匯風險

投資者如投資於以港元以外的貨幣計價的基金將面臨匯率風險。當需要將一種貨幣兌換成另一種貨幣時，匯率波動將會對投資價值產生不利影響。

56.7 投資風險

基金價格波動，有時甚至波動劇烈。基金價格可升可跌，甚至可能變得毫無價值。投資基金很可能會招致損失而不是獲利。

56.8 底層資產風險

基金通常面對與其投資的底層資產相同的風險。例如，如果交易所上交易衍生產品的發行人違約，投資於交易所上交易衍生產品的基金可能會受到負面影響。

56.9 集中風險

投資集中於一種或幾種資產類別、司法管轄區或市場領域的基金可能比投資於多元化程度更高分散化程度的基金風險更大。

56.10 槓桿風險

基金可以採用嵌入槓桿來實現最高回報的投資策略。使用槓桿會放大槓桿產品的收益和損失。例如，底層投資的價格或價值的微小變化可能會對基金的價值產生重大影響。

56.11 衍生產品風險

基金可以使用期權、認股權證、期貨或遠期合約等衍生產品進行對沖或其他目的（包括投資組合或投資管理）。然而，衍生品價格的不利變動可能會對基金的價值產生不利影響。如果基金的衍生品策略執行不正確，基金可能會遭受重大損失。

出於投資目的而廣泛使用衍生產品會使基金在衍生品價值發生不利變動時遭受嚴重損失。

您應根據您的投資經驗、投資目標、財務狀況和風險承受能力，仔細考慮您擬投資的基金是否適合您。

56.12 複雜產品風險

在公開價格數據有限或沒有公開價格數據的情況下，很難準確評估某些投資產品的價值。在這種情況下，只有在銷售產品時才能獲得價格資料。在流動量較低的時期，銷售價格可能會出現大幅波動。此外，由於市場供求因素等外界影響，此類產品的價格可能無法準確反映其理論價值。

此等投資產品包括衍生產品和投資於衍生產品的基金。它們還包括沒有二級市場或二級市場非常有限的非流動性投資。此等投資產品可能很難出售，並且不能保證此類產品恆常有市場。

56.13 基金交易限制

部分基金可能設有交易限制，僅允許投資者在指定交易日認購或贖回投資。交易日可能僅限於每週或每月的固定時段，甚至更長的時段（例如每季度）。某些基金在固定期限內或在某些情況下（例如在特定市場條件下）不允許任何贖回，您將被迫持有投資或被要求支付重大贖回費用，並可能會導致您的投資遭受損失。如果基金沒有每日交易，您可能需要等待才能認購或贖回。在這種情況下，您可能會因價值波動而蒙受投資損失或錯失獲利機會。請參閱相關的基金文件以了解更多資料。

56.14 從資本中支付股息的風險

基金可以選擇從基金資本中支付股息。由於未來再投資的可用資金減少，保持高分配收益率的基金可能不一定能長期帶來正回報或高回報。資本增長可能因此受到影響。此外，股息分配可能導致基金單位資產淨值立即減少。

56.15 新興市場風險

基金投資的市場：

- (a) 可能承受高度的地緣政治或經濟風險；
- (b) 可能不受適用於金融市場較發達的司法管轄區的報告、會計或審計標準或慣例的約束；及

- (c) 與較發達的市場相比，可能受到較寬鬆且落後的法律、稅務和金融市場監管、政府監管和監管機構獨立性的約束。此類基金可能會受到監管要求、外匯管制、外匯匯率、利率和地緣政治發展突然變化的影響。

56.16 股票基金特有的風險

- (a) 投資於股本證券的基金承受一般市場和交易風險。股本證券價格波動，有時甚至波動劇烈。價格可能受到多種因素影響，包括發行人特定因素和一般市場狀況（例如投資者情緒和宏觀經濟趨勢）。
- (b) 中小型市值公司的股票往往波動性很大且缺乏流通性。風險因素的變化可能會導致此類公司的股票相對於其他公司或投資產品出現更顯著的變動。該等變動可能導致基金的價值損失。
- (c) 某些市場的流通性不足、市場波動以及交易和結算困難也可能導致股本證券價格波動。該等波動可能導致基金遭受價值損失。

56.17 債券基金特有的風險

投資於債券的基金承受：

- (a) 底層債券的信用風險。信用風險反映相關底層債券發行人無法履行付款義務和違約的風險。此類違約可能會對基金的價值產生不利影響；及
- (b) 利率變動的風險。一般來說，如果市場利率上升，債券價值就會下降。因此，利率上升可能會對投資於債券的基金的價值產生不利影響。

56.18 高收益債券基金特有的風險

一般來說，債券的收益率會隨著信用評級惡化而增加。基金可能會選擇投資於收益率較高、評級低於投資級別的債券，以增加回報。此類投機債券或垃圾債券可能包括未評級或違約的發行人。投資於這些債券的基金比投資於較高評級、較低收益債券的基金面臨更高程度的信用風險。

56.19 貨幣市場基金特有的風險

貨幣市場基金沒有義務按發行價贖回單位。此外，該等基金不受制於香港金融管理局的監管及其條例的管制。此類基金不提供回報保證，也不保本。

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