



东方证券  
— D F Z Q —

國際

東方證券(香港)有限公司

ORIENT SECURITIES (HONG KONG) LIMITED

東方期貨(香港)有限公司

ORIENT FUTURES (HONG KONG) LIMITED

客户账号:

Account No:

## 公司帐户申请书 CORPORATE ACCOUNT APPLICATION FORM

签署本表格前，请务必阅读《账户条款及细则》  
(包含风险披露声明等)、交易及服务费用详情、本账户申请书及相关文件。  
Please read the Terms and Conditions for Account (including Risk Disclosure Statement, etc.), details of Transaction Fee and Service Charges, and this Account Application Form and the related document(s) before signing on this Form

**重要提示：本公司严禁雇员及业务代表要求客户在空白的账户申请书上签署。本公司雇员及业务代表亦需免费向阁下提供一份《账户条款及细则》(包含风险披露声明等)、交易及服务费用详情，以及阁下完整填写并签署的所有开户文件副本。如阁下被要求在空白的账户申请书上签署，又或并未收到《账户条款及细则》、交易及服务费用详情，以及阁下完整填写并签署的所有开户文件副本，请立即按上述电话联络本公司。**

**IMPORTANT REMINDER: OUR EMPLOYEES AND BUSINESS REPRESENTATIVES ARE STRICTLY PROHIBITED FROM ASKING CUSTOMERS TO SIGN ON BLANK ACCOUNT APPLICATION FORMS. OUR EMPLOYEES AND BUSINESS REPRESENTATIVES ARE ALSO REQUIRED TO PROVIDE YOU WITH A COPY OF THE "TERMS AND CONDITIONS FOR ACCOUNT" (INCLUDING RISK DISCLOSURE STATEMENT, ETC.), DETAILS OF TRANSACTION FEE AND SERVICE CHARGES, AND ALL THE ACCOUNT OPENING DOCUMENTS YOU HAVE COMPLETED AND SIGNED. IF YOU HAVE BEEN ASKED TO SIGN ON BLANK ACCOUNT APPLICATIONS, OR IF YOU DO NOT RECEIVE A COPY OF "TERMS AND CONDITIONS FOR ACCOUNT", DETAILS OF TRANSACTION FEE AND SERVICE CHARGES, AND ALL THE ACCOUNT OPENING DOCUMENTS YOU HAVE COMPLETED AND SIGNED, PLEASE NOTIFY THE COMPANY IMMEDIATELY BY CALLING THE ABOVE PHONE NUMBER.**

**公司帐户申请书 Corporate Account Application Form**

账户类别 Type of Account	<input type="checkbox"/> 证券现金账户 Securities Cash Account	<input type="checkbox"/> 证券保证金账户 Securities Margin Account	<input type="checkbox"/> 美股期权账户 US Stock Options Account	证券账号 Securities Account No.	
	<input type="checkbox"/> 股票期权账户 Stock Options Account	<input type="checkbox"/> 期货账户 Futures Account	<input type="checkbox"/> 股权激励账户 ESOP Account	股票期权账号 Stock Options Account No.	
选择网上交易账户 Internet Trading	<input type="checkbox"/> 是 Yes* <input type="checkbox"/> 否 No *任何一位获授权人都能于网上发出交易指示。 Any one of the authorized person may give transaction instruction online.			美股期权账号 US Stock Options Account No.	
				期货账号 Futures Account No.	
				股权激励账号 ESOP Account No.	

<b>市场选择 Choice of Market (开立证券现金/保证金账户适用) (For Stock Cash / Margin Account only)</b>	
<b>亚洲 Asia</b>	
<input type="checkbox"/> 香港股票市场 (不含沪深港通) (Hong Kong Stock Market, exclude China Stock Connect)	<input type="checkbox"/> 沪深港通 (China Stock Connect, Hong Kong)
<input type="checkbox"/> 中国 B 股市场 (China B Shares)	<input type="checkbox"/> 台湾股票市场 (Taiwan Stock Market)
<input type="checkbox"/> 日本股票市场 (Japan Stock Market)	<input type="checkbox"/> 新加坡股票市场 (Singapore Stock Market)
<input type="checkbox"/> 韩国股票市场 (South Korea Stock Market)	
<b>欧洲 Europe</b>	
<input type="checkbox"/> 德国股票市场 (Germany Stock Market)	<input type="checkbox"/> 英国股票市场 (UK Stock Market)
<b>美洲 America</b>	
<input type="checkbox"/> 美国股票柜台交易板 (USA OTC Market) *客户应根据本身的投资经验、风险承受能力和其他相关条件，小心衡量自己是否适合参与该等买卖及征求独立专业意见。 Client should carefully review his/her suitability in participating the concerned trading activity in accordance to his/her investment experience, risk-bearing capability and other relevant criteria.	<input type="checkbox"/> 美国股票市场 (USA Stock Market)
	<input type="checkbox"/> 加拿大股票市场 (Canada Stock Market)
<b>其他海外上市场及产品 Other Overseas Markets &amp; Products</b>	
<input type="checkbox"/> 澳洲股票市场 (Australia Stock Market)	<input type="checkbox"/> 债券 (Bonds)
<input type="checkbox"/> 结构性产品 Structured Products	<input type="checkbox"/> 基金市场 (Funds)
<input type="checkbox"/> 其他。请注明 Others. Please specify	
备注：就美国市场及债券交易，请同时填写 W8-BEN/W-9 表格。如已提供，客户签署之日期为 Remarks: With regards to the USA markets and Bond, please also complete W8-BEN/W-9 Form. If already provided, the signature date of W8-BEN/W-9 Form	

## A. 公司资料 Company Information

1	公司名称 (英文) Company Name (English)
2	公司名称 (中文) Company Name (Chinese)
3	注册成立日期 Date of Incorporation
4	注册成立地点 Place of Incorporation
5	公司性质 Nature of Business
6	授权股本 Authorized Capital
7	发行股本 Paid-up Capital
8	商业登记号码 Business Registration No.
9	注册证书号码 Certificate of Incorporation No.
10	注册地址 Registered Address
11	主要营业地址 Principal Business Address
12	办公室电话 Business Phone No.
13	传真号码 Fax No.
14	电邮地址 E-mail Address

15 股东 Shareholders (如空位不足, 请另纸书写 If there is not enough, please continue on an additional sheet)			
姓名 Name	身份证/护照号码 ID. Card/ Passport No.	居住地址 Residential Address	百分比 (%) Percentage

16 董事 Directors (如空位不足, 请另纸书写 If there is not enough, please continue on an additional sheet)			
姓名 Name	身份证/护照号码 ID. Card/ Passport No.	职位 Title	居住地址 Residential Address

## B. 交易确认书及通信发送 Trade Confirmations and Correspondence to be sent to

☐ 电邮地址 Email Address
 ☐ 注册地址 Registered Address\*
 ☐ 主要营业地址 Principal Business Address\*

\*(若客户要求以邮寄方式收取帐单, 每一地址将会收取结单月费 Statement fee per address will be charged for requesting to receive statements by mail.)

## C. 财政状况 Financial Situation

1	根据最近审计的帐目, 一年税后盈利数额 Annual profit after tax based on latest audited accounts <input type="checkbox"/> < HKD 500,000 <input type="checkbox"/> HKD 500,000 — < HKD1,000,000 <input type="checkbox"/> HKD 1,000,000 — < HKD3,000,000 <input type="checkbox"/> ≥ HKD3,000,000
2	根据最近审计的帐目净资产 Net Asset based on the latest audited accounts <input type="checkbox"/> < HKD 1,000,000 <input type="checkbox"/> HKD 1,000,000 — < HKD5,000,000 <input type="checkbox"/> HKD 5,000,000 — < HKD10,000,000 <input type="checkbox"/> ≥ HKD10,000,000
3	根据最近审计的帐目总资产 Total Net Asset based on the latest audited accounts <input type="checkbox"/> < HKD 1,000,000 <input type="checkbox"/> HKD 1,000,000 — < HKD 10,000,000 <input type="checkbox"/> HKD 10,000,000 — < HKD 40,000,000 <input type="checkbox"/> ≥ HKD40,000,000
4	开户时余额用作投资数目 Expected investment size at account opening <input type="checkbox"/> < HKD 1,000,000 <input type="checkbox"/> HKD 1,000,000 — < HKD5,000,000 <input type="checkbox"/> HKD 5,000,000 — < HKD8,000,000 <input type="checkbox"/> ≥ HKD8,000,000
5	资产/资金来源 Source of Wealth <input type="checkbox"/> 业务收益 Business Income <input type="checkbox"/> 实益拥有人/合伙人投资 Investment by Ultimate Beneficial Owner/ Partner <input type="checkbox"/> 投资收益 Investment Income <input type="checkbox"/> 售出物业/资产 Sale of Property/ Asset <input type="checkbox"/> 集团内部融资 Intra-group Financing <input type="checkbox"/> 其他 Others (请注明 Please specify) _____

资产/资金来源地 Origin of Source of Fund:

☐ 中国内地 Mainland China

☐ 香港 Hong Kong

☐ 澳门 Macau

☐ 台湾 Taiwan

☐ 其他 Others (请注明 Please specify) \_\_\_\_\_

D. 投资经验 Investment Experience (客户或获授权交易人之投资经验 Client's or Authorized Person(s)' Investment Experience)

1. 投资经验 Investment Experience

股票 Stocks					
<input type="checkbox"/> 非复杂产品 (如: 于联交所买卖的股份) Non-Complex Product (e.g. Shares traded on the SEHK)	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
<input type="checkbox"/> 复杂产品 (如: 于联交所买卖的股票衍生工具如衍生权证、牛熊证及上市认股权、合成 ETF、期货 ETF、杆及反向产品) Complex Product (e.g. Equity derivatives traded on the SEHK such as DWs, CBBCs and listed share options, Synthetic ETFs,, futures-based ETFs, Leveraged & Inverse products)	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
期货和期权 Futures & Options					
<input type="checkbox"/> 复杂产品 (如: 于期交所买卖的期货合约) Complex Product (e.g. Futures contracts traded on the HKFE)	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
商品 Commodities					
<input type="checkbox"/> 非复杂产品 (如: 金、银等贵金属) Non-Complex Product (e.g. Gold, Silver and other precious metal)	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
债券 Bonds					
<input type="checkbox"/> 非复杂产品 (如: 非复杂债券, 包括不具有其他特点的可赎回债券) Non-Complex Product (e.g. Non-complex bonds, including callable bonds without other special features)	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
<input type="checkbox"/> 复杂产品 (如: 永久债券、可转换债券、次级债券) Complex Product (e.g. Perpetual Bond, Convertible Bond, Subordinated Bond)	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
基金 Funds					
<input type="checkbox"/> 非复杂产品 (如: 证监会认可的非衍生产品基金) Non-Complex Product (e.g. Non-derivative funds authorized by the SFC)	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
<input type="checkbox"/> 复杂产品 (如: 对冲基金、私募股权基金、衍生产品基金) Complex Product (e.g. Hedge Funds, Private Equity Funds, Derivative funds)	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
虚拟资产及虚拟资产相关的产品 Virtual Asset and Virtual Asset-Related Products					
<input type="checkbox"/> 虚拟资产及虚拟资产相关的产品 Virtual Asset and Virtual Asset-Related Products	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)
<input type="checkbox"/> 其他 (请注明) Others (Please specify):	<input type="checkbox"/> 1 年以下 (below 1 year)	<input type="checkbox"/> 1 年至 3 年 (1 to 3 years)	<input type="checkbox"/> 3 年至 5 年 (3 to 5 years)	<input type="checkbox"/> 6 年至 10 年 (6 to 10 years)	<input type="checkbox"/> 10 年以上 (above 10 years)

2. 投资目标 (可多选) Investment Objective (May choice more than one)

☐ 保本  
Capital Preservation

☐ 资本增值  
Capital Growth

☐ 股息回报  
Dividend Yield

☐ 对冲  
Hedging

☐ 投机  
Speculation

☐ 其他 (请注明):  
Others (Please specify):

E. 衍生产品的认识 Knowledge of Derivatives (客户或获授权人士之投资经验 Client's or Authorized Person(s)' Knowledge of Derivatives)

如阁下符合以下任何一项条件, 则可豁免衍生工具认识问卷测试。  
If you meet any one of the following criteria, the Derivatives knowledge test can be waived.

1. 客户曾否在以往三年内执行过五宗或以上结构性或衍生产品交易? (不论是否在交易所买卖的交易)  
Have you executed five or more transactions in structured or derivative product(s) within the past three years? (Whether traded on an Exchange or not)

☐ 是 Yes

☐ 否 No

金融机构名称 Relevant Financial Institution:

产品种类 Product Type:

交易期间 Trading Period:

2. 客户曾否接受有关结构性或衍生产品的培训或相关课程?  
Have you ever attended any trainings or courses on structured or derivative product(s)

☐ 是 Yes

☐ 否 No

相关培训或课程名称 Name of Training/ Courses:

举办机构名称 Name of Organized Institution:

出席日期 Attendance Date

3. 客户现时或过去有否从事与衍生产品有关的工作?  
Do you have any work experience related to derivative product(s)?

☐ 是 Yes

☐ 否 No

公司名称 Name of Employer:

部门名称及职位 Department & Position:

工作年期 Working Year:

4. 客户并未有从上述途径获得对衍生产品之知识及经验，将会进行以下衍生产品知识测试。  
The client has not obtained the knowledge and experience of derivative products from the above channels and will take the derivative knowledge test below. ☐ 是 Yes

**衍生工具知识测试 Derivatives Knowledge Test**  
请勾选最适当答案。Please tick the most appropriate answer.

1. 什么是衍生工具  
What is a derivative?

☐ 银行存款 Bank deposit  
☐ 附带股权权益的股份或任何其他证券 A stock or any other security representing an ownership interest  
☐ 向公司或政府机构提供的贷款 A loan made to a company or a government body  
☐ 其价值自相关资产衍生而来的金融工具 A financial instrument that derives its value from an underlying asset

2. 下列哪一些专案是市场上常见的衍生工具类别？  
Which of the following is/are common type(s) of derivative in the market?

☐ 期货 Futures  
☐ 远期合约 Forwards  
☐ 期权 Options  
☐ 上述各项皆是 All of the above

3. 「杠杆效应」是否衍生工具的一个主要特点？  
Is "leveraging" a key feature of derivatives? ☐ 是 Yes ☐ 否 No

4. 「参与买卖期货合约或期权的亏蚀风险可以极大。你所蒙受的亏蚀可能会超过最初存入的保证金数额」。这句话是否正确？  
"The risk of loss in trading futures contracts or options is substantial. You may sustain losses in excess of your initial margin funds". Is this sentence correct? ☐ 是 Yes ☐ 否 No

5. 下列哪一项是使用衍生工具涉及的风险？  
Which of the followings is/are the risk(s) factors of derivatives?

☐ 市场风险 Market risk  
☐ 流动性风险 Liquidity risk  
☐ 外汇风险 Foreign exchange risk  
☐ 上述各项皆是 All of the above

## F. 虚拟资产知识 Knowledge of Virtual Assets

If you choose option 1, 2, and/or 3 and provide relevant supporting documents such as training proof, certificates, current or previous employment proof and/or relevant trading record/statement, the virtual asset knowledge test can be waived.

如阁下剔选选项 1、2 及/或 3 并提供相关证明文件，如受训纪录、证书、现时或过往工作证明及/或有关交易纪录/结单，则可豁免虚拟资产知识测试。

1. 客户曾否接受有关虚拟资产或虚拟资产相关产品的培训或出席有关课程？  
Whether the client has undergone training or attended courses on virtual assets or VA-related products ☐ 是 Yes ☐ 否 No
2. 客户现时或过往的工作经验是否与虚拟资产或虚拟资产相关产品有关？  
Whether the client has current or previous work experience related to virtual assets or VA-related products ☐ 是 Yes ☐ 否 No
3. 客户是否有曾进行虚拟资产或虚拟资产相关产品交易的经验？  
Whether the client has prior trading experience in virtual assets or VA-related products? ☐ 是 Yes ☐ 否 No
4. 客户并未有从上述途径获得对虚拟资产之知识及经验，将会进行以下虚拟资产知识测试。  
The client has not obtained the knowledge and experience of virtual assets from the above channels and will take the virtual asset knowledge test below. ☐ 是 Yes ☐ 否 No

## 虚拟资产知识测试 Virtual Assets Knowledge Test

请勾选最适当答案。Please tick the most appropriate answer.

1. 投资者可能会因为虚拟资产及/或虚拟资产相关产品的风险而损失全部的投资本金。这说法是否正确？  
Investor may suffer 100% capital loss due to the risk of virtual assets and/or virtual assets related products. Is this statement correct? ☐ 是 Yes ☐ 否 No
2. 由于供应有限，比特币将随着时间的推移一定会保持其价值并会上涨？  
Bitcoin will retain its value and rise in price over time because there's a limited supply? ☐ 是 Yes ☐ 否 No
3. 以下哪些属于虚拟资产的类型？  
Which of the below are virtual asset?
- ☐ 数码代币 Digital tokens  
☐ 虚拟商品 Virtual commodities  
☐ 加密资产 Crypto assets  
☐ 以上皆是 All of the above
4. 什么是区块链？  
What is blockchain?
- ☐ 点对点网络上的分散式账本 A distributed ledger on a peer to peer network  
☐ 一种加密货币 A type of cryptocurrency  
☐ 交易所 An exchange  
☐ 中心化账本 A centralized ledger
5. 以下哪项有关加密货币及区块链的描述是正确的？  
Which of the following statements about cryptocurrency and blockchain is correct?
- ☐ 加密货币和区块链之间没有分别，词汇可以互换，意思一样。Cryptocurrency and blockchain are the same thing. They are interchangeable terms that have the same meaning.  
☐ 加密货币和区块链均属虚拟资产。Cryptocurrency and blockchain are virtual assets.  
☐ 加密货币以区块链技术核实及记录交易。Cryptocurrency is operated under blockchain technology to verify and record transactions.  
☐ 区块链是仅应用于金融产业的新兴技术，是点对点网络账本，记录加密货币的交易。Blockchain is the emerging technology for financial industry only. It is peer-to-peer digital ledger that records the transactions of cryptocurrency.
6. 冷钱包是什么？  
What is Cold Wallet?
- ☐ 虚拟货币交易平台 Crypto trading platform  
☐ 离线钱包 Holding crypto offline  
☐ 线上钱包 Holding crypto online  
☐ 挖矿 Mining crypto
7. 加密货币和加密资产之间有没有分别？  
Is there any difference between cryptocurrencies and crypto assets? ☐ 有 Yes ☐ 没有 No
8. Which of the following is incorrect about virtual asset futures ETFs?  
以下关于虚拟资产期货 ETF 表述错误的是
- ☐ 香港的虚拟资产期货 ETF 一般采用主动型投资策略  
Virtual asset futures ETFs in Hong Kong generally adopt active investment strategies  
☐ 虚拟资产期货 ETF 的投资者所面对的风险，主要是相关虚拟资产及期货市场的风险  
Investors in virtual asset futures ETFs are mainly subject to market risks of the underlying VA and relevant futures risks  
☐ 虚拟资产期货 ETF 会直接投资于虚拟资产

<p>9. 关于虚拟资产期货合约的风险，请选出下列最适当的描述。 For the risks of virtual asset futures contracts, please choose the most appropriate description of the following.</p> <p>10. 请确认哪项属于虚拟资产的风险。 Please identify the risks of virtual assets.</p>	<p><input type="checkbox"/> Virtual asset futures ETFs invest directly in Virtual assets 投资虚拟资产期货 ETF 不保证本金获得偿付，或会蒙受损失 Virtual asset futures ETFs are not principal guaranteed and your investments may suffer losses.</p> <p><input type="checkbox"/> 流动性风险 Liquidity risk</p> <p><input type="checkbox"/> 虚拟资产期货价格与虚拟资产当前现货价格的定价差异风险 Risk of pricing difference between the futures price of virtual assets and the current spot price of virtual assets</p> <p><input type="checkbox"/> 放大的风险及潜在的损失 Amplified risks and potential losses</p> <p><input type="checkbox"/> 以上皆是 All of the above</p> <p><input type="checkbox"/> 流动性风险 Liquidity Risk</p> <p><input type="checkbox"/> 交易对手风险 Counterparty Risk</p> <p><input type="checkbox"/> 市场风险 Market Risk</p> <p><input type="checkbox"/> 潜在的市场操纵行为风险 Risk of Potential Market Manipulation</p> <p><input type="checkbox"/> 没有内在价值，价格十分波动 Has no intrinsic value, price could be extremely volatile</p> <p><input type="checkbox"/> 洗钱钱或为恐怖活动集资活动 Money Laundering and Terrorist Financing</p> <p><input type="checkbox"/> 以上皆是 All of the above</p>
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## G. 银行资料 Bank Reference

除客户另行指示外，客户的款项将会被转入下列银行帐户 (帐户名称必须跟本交易帐户持有人相同)  
Unless otherwise instructed by Client, all funds payable to Client will be credited into the following bank account (Account holder must bear the same name as this trading account)

银行 Bank \_\_\_\_\_ 帐户名称 Account Name \_\_\_\_\_

分行 Branch \_\_\_\_\_ 帐户号码 Account Number \_\_\_\_\_

帐户类别 Account Type ☐ 储蓄 Savings ☐ 往来 Current ☐ 其他 Others (请注明 Please specify) \_\_\_\_\_

帐户货币类别 Currency Type ☐ 港币 HKD ☐ 人民币 RMB ☐ 美金 USD ☐ 其他 Others (请注明 Please specify) \_\_\_\_\_

## H. 客户声明 Client Declaration

- 贵公司及其股东是否此帐户的最终权益拥有人？ ☐ 是 Yes ☐ 否 No  
Is the company and its shareholder(s) the ultimate beneficial owner in relation to the Account?  
若不是，此帐户的最终权益拥有人是：  
If the company is not the ultimate beneficial owner, then the ultimate beneficial owner(s) is/ are:  
最终权益拥有人姓名/机构名称为 \_\_\_\_\_ :  
Name of the ultimate beneficial owner  
居住地址(个人)/公司地址(公司) 为 \_\_\_\_\_ :  
Residential Address (for natural person)/ Office Address (for company)  
身份证号码/护照/公司注册号码/商业登记号码为 \_\_\_\_\_ :  
ID/ Passport/ Incorporation No./B.R. No.  
签发国家或地区 \_\_\_\_\_ :  
Issuing Country or Region  
与最终实益拥有人之关系为 \_\_\_\_\_ :  
Relationship with the ultimate beneficial owner  
电话号码 \_\_\_\_\_ :  
Telephone No.
- 贵公司是否有任何股东或董事是根据《证券及期货条例》登记之持牌法团之雇员？ ☐ 是 Yes ☐ 否 No  
Is there any of the company's shareholder or director an employee of a licensed corporation under the Securities and Futures Ordinance?  
若是，  
If "Yes",  
该持牌法团名称为 \_\_\_\_\_ :  
Name of the licensed corporation  
该股东/董事之姓名为 \_\_\_\_\_ :  
Name of the shareholder/ director  
该法团之中央编号为 \_\_\_\_\_ :  
CE No. of the licensed corporation  
该股东/董事之中央编号 (如适用) 为 \_\_\_\_\_ :  
CE No. of the shareholder/ director (if applicable)
- 贵公司是否有董事或股东是东方证券(香港)有限公司/东方期货(香港)有限公司或其联营公司的雇员/代理人？ ☐ 是 Yes ☐ 否 No  
Is there any of the company's director or shareholder an employee or agent of Orient Securities (Hong Kong) Limited / Orient Futures (Hong Kong) Limited or its associated companies?  
若是，  
If "Yes",  
有关联之董事或雇员姓名 \_\_\_\_\_ :  
Name of relevant director(s) or employee(s)  
部门 Department \_\_\_\_\_ :  
\_\_\_\_\_
- 贵公司是否有董事或股东与东方证券(香港)有限公司/东方期货(香港)有限公司或其联营公司的雇员/代理人有亲属关系？ ☐ 是 Yes ☐ 否 No  
Is there any of the company's director or shareholder has/have any relationship with an employee or agent of Orient Securities (Hong Kong) Limited / Orient Futures (Hong Kong) Limited or its associated companies?  
若是，  
If "Yes",  
东方证券(香港)有限公司或其联营公司的职员/代理人姓名为 \_\_\_\_\_ :  
Name of employee/agent  
与东方证券(香港)有限公司的雇员/代理人之关系为 \_\_\_\_\_ :  
Relationship with the employee/agent  
\_\_\_\_\_
- 贵公司的集团内是否有任何集团成员是东方证券(香港)有限公司/东方期货(香港)有限公司之客户？ ☐ 是 Yes ☐ 否 No  
Is there any member of your Group Companies a client of Orient Securities (Hong Kong) Limited / Orient Futures (Hong Kong) Limited?  
若是，  
If "Yes",  
帐户名称为 \_\_\_\_\_ :  
Account Name  
帐户号码为 \_\_\_\_\_ :  
Account No.  
\_\_\_\_\_

6. 贵公司有否股东是东方证券(香港)有限公司的保证金客户而又单独或与配偶共同控制东方证券(香港)有限公司的公司保证金客户 ☐ 是 Yes ☐ 否 No  
35%或以上股票权?  
Any of your shareholder(s), either alone or with his/her spouse in control of 35% or more of the voting rights of a company which is a margin corporate client of Orient Securities (Hong Kong) Limited?  
若是,  
If "Yes",  
该公司客户之帐户名称为 \_\_\_\_\_ 该公司客户之帐户号码为 \_\_\_\_\_  
Account name of such margin : Account no. of such margin corporate :  
corporate client client
7. 贵公司的董事曾否在香港或其他国家/地区破产、被申请破产、申请债务重组、被列入失信被被执行人名单等, 或其开立的公司被申 ☐ 是 Yes ☐ 否 No  
请强制清盘?  
Have any of your director(s) ever gone bankrupt, been filed for bankruptcy, applied for debt restructuring, been listed on the List of Dishonest Persons subject to Enforcement, etc. in Hong Kong or other countries/regions, or been files for compulsory winding-up of the company your director(s) opened?
8. 贵公司的股东及董事曾否在香港或其他国家/地区被法律禁止担任董事? ☐ 是 Yes ☐ 否 No  
Have any of your shareholder(s) and director(s) ever been prohibited from being a director by law?

## I. CRS 税务居民自我认证 (实体) CRS Tax Residency Self-certification (Entity)

### 重要提示:

#### Important Notes:

- 这是由帐户持有人向申报财务机构提供的自我证明表格, 依据“共同申报准则”以作自动交换财务帐户资料用途。申报财务机构可把收集所得的资料交给税务局, 税务局会将资料转交到另一税务管辖区的税务当局。  
This is a self-certification form provided by an account holder to a reporting financial institution for the purpose of automatic exchange of financial account information under the Common Reporting Standard ("the CRS"). The data collected may be transmitted by the reporting financial institution to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.
- 如帐户持有人的税务居民身分有所改变, 应尽快将所有变更通知申报财务机构。  
An account holder should report all changes in his/her tax residency status to the reporting financial institution.
- 除不适用或特别注明外, 必须填写这份表格所有部分。请参考附录及客户协议上的定义及有关信息填写本表格。  
All parts of the form must be completed (unless not applicable or otherwise specified). Please refer to the definition and other information in the Appendix and Client Agreement to complete the form.
- 如中英文版本有任何歧义, 以英文版本为准。  
If there are any discrepancies between the English and the Chinese version of this form, the English version would prevail.
- 警告:根据《税务条例》第 80(2E)条, 如任何人在作出自我证明时, 在明知一项陈述在要项上属具误导性、虚假或不正确, 或罔顾一项陈述是否在要项上属具误导性、虚假或不正确下, 作出该项陈述, 即属犯罪。一经定罪, 可处第 3 级 (即\$10,000) 罚款。  
WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).

### 第 1 部 实体帐户持有人的身分识别资料 (\* 对于联名帐户或多人联名帐户, 每名实体帐户持有人须分别填写一份表格)

#### Part 1 Identification of Entity Account Holder (\*For joint or multiple account holders, complete a separate form for each entity account holder)

- (1) 实体或分支机构的法定名称 ☐  
Legal Name of Entity or Branch \_\_\_\_\_
- (2) 实体成立为法团或设立所在的税务管辖区 ☐  
Jurisdiction of Incorporation or Organization \_\_\_\_\_
- (3) 香港商业登记号码 ☐  
Hong Kong Business Registration Number (If applicable) \_\_\_\_\_
- (4) 现时营业地址  
Current Business Address  
第一行 (如: 室、楼层、大厦、街道、区) ☐  
Line 1 (e.g. Suite, Floor, Building, Street, District) \_\_\_\_\_  
第二行 (城市) ☐  
Line 2 (City) \_\_\_\_\_  
第三行 (如: 省、州、国家) ☐  
Line 3 (e.g. Province, State, Country) \_\_\_\_\_  
邮政编码 / 邮递区号码 ☐  
Post Code/ZIP Code (optional) \_\_\_\_\_
- (5) 通讯地址 (如与(4)不同, 填写此栏)  
Mailing Address (if different to (4))  
第一行 (如: 室、楼层、大厦、街道、区) ☐  
Line 1 (e.g. Suite, Floor, Building, Street, District) \_\_\_\_\_  
第二行 (城市) ☐  
Line 2 (City) \_\_\_\_\_  
第三行 (如: 省、州、国家) ☐  
Line 3 (e.g. Province, State, Country) \_\_\_\_\_  
邮政编码 / 邮递区号码 ☐  
Post Code/ZIP Code (optional) \_\_\_\_\_

### 第 2 部 实体类别 (在其中一个适当的方格内加上✓号, 并提供有关资料)

#### Part 2 Entity Type (Tick one of the appropriate boxes and provide the relevant information)

[A] 财务机构 Financial Institution	<input type="checkbox"/> A1 - 托管机构、存款机构或指明保险公司 Custodial Institution, Depository Institution or Specified Insurance Company <input type="checkbox"/> A2 - 投资实体, 但不包括由另一财务机构管理 (例如: 拥有酌情权管理投资实体的资产) 并位于非参与税务管辖区的投资实体 Investment Entity [except an investment entity that is managed by another financial institution and located in a non-participating jurisdiction]
[B] 主动非财务实体 Active NFE	<input type="checkbox"/> B1 - 该非财务实体的股票经常在 _____ (一个具规模证券市场) 进行买卖 the stock of which is regularly traded on _____ (established securities market) <input type="checkbox"/> B2 - _____ 的有关连实体, 该有关连实体的股票经常在 _____ (一个具规模证券市场) 进行买卖 Related entity of _____ the stock of which is regularly traded on _____ (established securities market) <input type="checkbox"/> B3 - 政府实体、国际组织、中央银行或由前述的实体全权拥有的其他实体 NFE is a governmental entity, an international organization, a central bank or an entity wholly owned by one or more of the foregoing entities <input type="checkbox"/> B4 - 除上述以外的主动非财务实体 (请说明 _____) Other than the above (Please specify _____)
[C] 被动非财务实体 Passive NFE	<input type="checkbox"/> C1 - 位于非参与税务管辖区并由另一财务机构管理的投资实体 (如选此项, 请完成以下第 3 部) Investment entity that is managed by another financial institution and located in a non-participating jurisdiction (if ticking this box please complete Part 3 below) <input type="checkbox"/> C2 - 不属主动非财务实体的非财务实体 (如选此项, 请完成以下第 3 部) NFE that is not an active NFE (if ticking this box please complete Part 3 below)

第 3 部 控权人（如实体账户持有人是被动非财务实体，填写此部）

Part 3 Controlling Persons (Complete this part if the entity account holder is a passive NFE)

就帐户持有人，填写所有控权人的姓名在列表内。就法人实体，如行使控制权的并非自然人，控权人会是该法人实体的高级管理人员。每名控权人须分别填写一份表格（CRS 税务自我证明表格 – 控权人）。

Indicate the name of all controlling person(s) of the account holder in the table below. If no natural person exercises control over an entity which is a legal person, the controlling person will be the individual holding the position of senior managing official. Complete Self-Certification Form (Controlling Person) for each controlling person.

(1)	(2)
(3)	(4)
(5)	(6)
(7)	(8)

第 4 部 居留司法管辖区及税务编号或具有等同功能的识别编号（以下简称「税务编号」）

Part 4 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent (“TIN”)

提供以下资料，列明（a）帐户持有人的居留司法管辖区，亦即帐户持有人的税务管辖区（香港包括在内）及（b）该居留司法管辖区发给帐户持有人的税务编号。列出所有（不限于 3 个）居留司法管辖区。

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the account holder is a resident for tax purposes and (b) the account holder’s TIN for each jurisdiction indicated. Indicate all (not restricted to three) jurisdictions of residence.

如帐户持有人是香港税务居民，税务编号是其香港商业登记号码。

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Business Registration Number.

如果帐户持有人并非任何税务管辖区的税务居民（例如：它是财政透明实体），填写实际管理机构所在的税务管辖区。

If the account holder is not a tax resident in any jurisdiction (e.g. fiscally transparent), indicate the jurisdiction in which its place of effective management is situated.

如没有提供税务编号，必须填写合适的理由：

If a TIN is unavailable, provide the appropriate reason A, B or C:

理由 A – 帐户持有人的居留司法管辖区并没有向其居民发出税务编号。

Reason A – The jurisdiction where the account holder is a resident for tax purposes does not issue TINs to its residents.

理由 B – 帐户持有人不能取得税务编号。如选取这一理由，解释帐户持有人不能取得税务编号的原因。

Reason B – The account holder is unable to obtain a TIN. Explain why the account holder is unable to obtain a TIN if you have selected this reason.

理由 C – 帐户持有人毋须提供税务编号。居留司法管辖区的主管机关不需要帐户持有人披露税务编号。

Reason C – TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

居留司法管辖区 Jurisdiction of Residence	税务编号 TIN	如没有提供税务编号，填写理由 A、 B 或 C If no TIN is available, please enter Reason A, B or C	如选取理由 B，解释帐户持有人不能取得税 务编号的原因 If you have selected Reason B, explain why the account holder is unable to obtain a TIN
(1)			
(2)			
(3)			

第 5 部 声明

Part 5 Declarations

本人知悉及同意，财务机构可根据《税务条例》（第 112 章）有关交换财务帐户资料的法律条文，（a）收集本表格所载资料并可备存作自动交换财务帐户资料用途及（b）把该等资料和关于帐户持有人及任何须申报帐户的资料向香港特别行政区政府税务局申报，从而把资料转交到帐户持有人的居留司法管辖区的税务当局。

I acknowledge and agree that (a) the information contained in this form is collected in relation to account opening/maintained with Financial Institution and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

本人证明，就与本表格所有相关的帐户，本人获帐户持有人授权签署本表格。

I certify that I am authorized to sign for the account holder of all the account(s) to which this form relates.

本人承诺，如情况改变，以致影响本表格第 1 部所述的个人的税务居民身分，或引致本表格所载的资料不正确，本人会及时通知东方证券（香港）有限公司/东方期货（香港）有限公司，并会在情况发生改变后 30 日内，向东方证券（香港）有限公司/东方期货（香港）有限公司提交一份已适当更新的税务居民自我认证表格。

I undertake to advise Orient Securities (Hong Kong) / Orient Futures (Hong Kong) of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide Orient Securities (Hong Kong) / Orient Futures (Hong Kong) with a suitably updated self-certification form within 30 days of such change in circumstances.

本人声明就本人所知所信，本表格内所填报的所有资料和声明均属真实、正确和完备。

I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, accurate and complete.

附录 - 定义 (同时适用于本文件 J 部「CRS 税务居民自我认证（控权人）」)

Appendix – Definitions (Also apply to Section J “CRS Tax Residency Self-certification (Controlling Person)” of this Document)

「帐户持有人」 - 指被维持该财务帐户的财务机构列明为或识别为帐户的持有人的人士，不论该人士是否为过渡实体。所以，如果一个信托或遗产被列明为某财务帐户的持有人或拥有人，则帐户持有人是该信托或遗产，而非受托人、信托的拥有人或受益人。同样地，如果一个合伙被列明为某财务帐户的持有人或拥有人，则帐户持有人是该合伙，而非合伙的合伙人。

除财务机构外，若有关人士以代理人、托管人、代名人、签署人、投资顾问、中介人或合法监护人身份代其他人士持有财务帐户，他不会被视为帐户持有人。在这种情况下，帐户持有人应为该其他人士。以一个家长与子女开立的帐户为例，如帐户以家长为子女的合法监护人名义开立，子女会被视为帐户持有人。

联名帐户内的每个持有人都被视为帐户持有人。

“Account Holder” - The “Account Holder” is the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. This is regardless of whether such person is a flow-through Entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a Financial Account, the trust or estate is the Account Holder, rather than the trustee or the trust’s owners or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a Financial Account, the partnership is the Account Holder, rather than the partners in the partnership.

A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account, and such other person is treated as holding the account.

With respect to a jointly held account, each joint holder is treated as an Account Holder.

「主动非财务实体」 - 指符合任何以下准则的非财务实体，总而言之，有关准则指：

“Active NFE” - An NFE is an Active NFE if it meets any of the criteria listed below. In summary, those criteria refer to:

- 符合相关收入及资产规定的主动非财务实体；  
active NFEs by reason of income and assets;
- 其股票被公开进行买卖的非财务实体；  
publicly traded NFEs;
- 政府实体、国际组织、中央银行或其全权拥有的实体；  
Governmental Entities, International Organisations, Central Banks, or their wholly owned Entities;



- 属并非财务集团成员的控权非财务实体；  
holding NFEs that are members of a nonfinancial group;
- 新成立的非财务实体；  
start-up NFEs;
- 正进行清盘或出现破产的非财务实体；  
NFEs that are liquidating or emerging from bankruptcy;
- 属并非财务集团成员的财资中心；或  
treasury centres that are members of a nonfinancial group; or
- 非牟利的非财务实体。如符合任何以下准则，实体会被分。  
non-profit NFEs.

如符合任何以下准则，实体会被分类为主动非财务实体：

An entity will be classified as Active NFE if it meets any of the following criteria:

- 在该年的对上一个公历年或其他适当申报期，该非财务实体的总收入中少于 50% 属被动收入；及在该公历年或其他适当申报期内，该非财务实体持有的资产中，少于 50% 属产生被动收入的资产，或属为产生被动收入而持有的资产；  
less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- 该非财务实体的股票或该非财务实体的有关连实体股票，在某具规模证券市场，被经常进行买卖；  
the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- 该非财务实体属政府实体、国际组织、中央银行或由一个或多个于一个前述的实体全权拥有的实体；  
the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- 该非财务实体的活动中，相当大部分是以下活动：持有一间或多于一间从事财务机构业务以外的交易或业务的附属公司的全部或部分已发行股份，或向该等附属公司提供资金及服务。但不包括以下情况：该实体以投资基金形式运作，或显示本身是投资基金，例如私人股权基金、创业资本基金、杠杆式收购基金，或以下述活动为目标的投资工具：购买或资助任何公司，然后为投资目的，持有该等公司的权益作为资本资产；  
substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- 该非财务实体「( 新成立的非财务实体 )」尚未经营业务，亦没有在过往经营业务，及正出于经营财务机构业务以外的业务的意图，而将资金投资于资产。但不包括组成已超过 24 个月的非财务实体；  
the NFE is not yet operating a business and has no prior operating history, (a “ start-up NFE”) but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- 该非财务实体在过往 5 年内并非财务机构，并且正对其资产进行清盘；或出于继续或重新展开经营财务机构业务以外的业务的意图，而进行重组；  
the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- 该非财务实体主要从事与该实体的属并非财务机构的有关连实体进行融资及对冲交易，或为该等有关连实体进行融资及对冲交易；但并没有向并非其有关连实体的任何实体，提供融资或对冲服务。而其有关连实体所属的集团，主要从事财务机构业务以外的业务；或  
the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- 该非财务实体符合以下所有要求(「非牟利的非财务实体」)：  
the NFE meets all of the following requirements (a “non-profit NFE”) :
  - 该非财务实体在其居留司法管辖区成立和营运是纯粹为了宗教、慈善、科学、艺术、文化、体育或教育的目的；或该非财务实体在其居留司法管辖区成立和营运，并且是专业组织、商业协会、总商会、劳工组织、农业或园艺组织、文化协会，或纯粹为了促进社会福利而营运的组织；  
it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
  - 该非财务实体在其居留司法管辖区获豁免，而无须缴付入息税；  
it is exempt from income tax in its jurisdiction of residence;
  - 该非财务实体并没有任何符合以下说明的股东或成员：对该实体的收入或资产，拥有所有权权益或实益权益；  
it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - 该非财务实体的居留司法管辖区的适用法律，或该实体的成立文件，并不允许该实体的任何收入或资产，分配予私人或非慈善实体，或为私人或非慈善实体的利益而运用该收入或资产，除非该项分配或运用是依据该实体所进行的慈善活动而作出的；或作为支付已提供的服务的合理补偿的；或作为该实体以公平市值购买任何物业的付款的；及  
the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
  - 该非财务实体的居留司法管辖区的适用法律(或该非财务实体的成立文件) 规定，该非财务实体一旦清盘或解散，其所有资产均须分配予某政府实体或其他非牟利组织，或须交还予该居留司法管辖区的政府，或该政府的政治分部。  
the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision

「控权」- 自然人对某实体的「控权」，通常透过其在实体的控制拥有权益(典型地会按某个百分比(例如 25%)为基准)行使。如没有自然人透过拥有权益行使控制，该实体的控权人将会是透过其他方式对该实体行使控制的自然人；如没有自然人识辨为透过拥有权益 对某实体行使控制，该实体的控权人将会设定为处于高级行政人员位置或对该实体的管理行使最终控制权的自然人。

“Control” - “Control” over an Entity is generally exercised by the natural person(s) who ultimately has a controlling ownership interest (typically on the basis of a certain percentage (e.g. 25%)) in the Entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the Entity will be the natural person(s) who exercises control of the Entity through other means. Where no natural person(s) is/are identified as exercising control of the Entity through ownership interests, then under the CRS the Reportable Person is deemed to be the natural person who hold the position of senior managing official.

「控权人」- 指对该实体行使控制权的自然人。就信托而言，「控权人」指属该信托的财产授予人、受托人、保护人(如有的话)、受益人或某类别受益人的成员的个人；及任何自然人对该信托的管理行使最终控制权(包括透过一连串的控制或拥有权)。财产授予人、受托人、保护人(如有的话)、受益人或某类别受益人的成员的个人会被视为信托的「控权人」，不论该等人士是否对该信托的活动行使控制权。

"Controlling Persons" are the natural person(s) who exercise control over an Entity. In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). The settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, must always be treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.

如财产授予人、受托人、保护人或受益人为实体，财产授予人、受托人、保护人或受益人的「控权人」会被视为信托的「控权人」。

Where the settlor, trustee, protector or beneficiary of a trust are themselves Entities then the Controlling Persons of the settlor, trustee, protector or beneficiary must be treated as Controlling Persons of the trust.

就并非信托的法律安排，「控权人」指相等或处于一个相类于信托的人士。

In the case of a legal arrangement other than a trust, “Controlling Person(s) means persons in equivalent or similar positions.

「托管机构」- 指符合以下说明的实体：该实体为他人的帐户持有财务资产，而如此持有该等财务资产，在其业务中占相当大部分。在这情况下，该实体可归因于持有财务资产及相关的财务服务的总收入，相等或超过该实体在以下期间(两者中以较短者为准)的总收入的 20%：(i) 在断定某实体是否托管机构的年份之前的、截至 12 月 31 日(或非公历年会计期的最后一日)为止的 3 年期间；(ii) 该实体存在的期间。

“Custodial Institution” - The term “Custodial Institution” means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. This is where the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which

the Entity has been in existence.

「存款机构」- 指《银行业条例》(第155章)第2(1)条所界定的认可机构；或在银行业务或相类业务的通常运作中接受存款的实体。

“**Depository Institution**” - The term “Depository Institution” means an authorized institution as defined by section 2(1) of the Banking Ordinance (Cap. 155) or any Entity that accepts deposits in the ordinary course of a banking or similar business.

「实体」- 指法人或法律安排，例如：法团、组织、合伙、信托或基金会。该词涵盖并非个人(即自然人)的人士。

“**Entity**” - The term “Entity” means a legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation. This term covers any person other than an individual (i.e. a natural person).

「财务机构」- 指「托管机构」、「存款机构」、「投资实体」或「指明保险公司」。

“**Financial Institution**” - The term “Financial Institution” means a “Custodial Institution”, a “Depository Institution”, an “Investment Entity”, or a “Specified Insurance Company”.

「投资实体」- 指

“**Investment Entity**” - The term “Investment Entity” means:

- a) 根据《证券及期货条例》(第571章)获发牌进行一项或多于一项以下受规管活动的法团—  
a corporation licensed under the Securities and Futures Ordinance (Cap. 571) to carry out one or more of the following regulated activities –
  - i) 证券交易；  
dealing in securities;
  - ii) 期货合约买卖；  
trading in futures contracts;
  - iii) 杠杆式外汇交易；  
leveraged foreign exchange trading;
  - iv) 资产管理；  
asset management;
- b) 根据《证券及期货条例》(第571章)获注册进行一项或多于一项以下受规管活动的机构—  
(an institution registered under the Securities and Futures Ordinance (Cap. 571) to carry out one or more of the following regulated activities –
  - i) 证券交易；  
dealing in securities;
  - ii) 期货合约买卖；  
trading in futures contracts;
  - iii) 资产管理；  
asset management;
- c) 根据《证券及期货条例》(第571章)获认可的集体投资计划；  
a collective investment scheme authorized under the Securities and Futures Ordinance (Cap. 571);
- d) 符合以下说明的实体：主要为或代表其客户从事一项或多于一项以下活动，或主要为或代表其客户运作一项或多于一项以下项目，作为业务：  
an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
  - i) 买卖货币市场工具(如支票、汇票、存款证及衍生工具等)、外汇、兑换、息率及指数工具、可转让证券及商品期货；  
trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
  - ii) 个人及集体投资组合管理；  
individual and collective portfolio management; or
  - iii) 以其他方式，代其他实体或个人投资、处理或管理财务资产或金钱。该等活动或运作并不包括向客户提供非约束性投资咨询。  
otherwise investing, administering, or managing Financial Assets or money on behalf of other entity or individual. Such activities or operations do not include rendering non-binding investment advice to a customer.
- e) 另一类投资实体(由另一财务机构管理的投资实体)是指其总收入主要可归因于财务资产的投资、再投资或买卖并由另一存款机构、托管机构、指明保险公司或属上述a)、b)、c)及d)项所述的投资实体管理的实体。  
the second type of “Investment Entity” (“Investment Entity managed by another Financial Institution”) is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in (a), (b), (c) or (d) above.

「位于非参与税务管辖区并由另一财务机构管理的投资实体」- 指其总收入主要可归因于财务资产的投资、再投资或买卖的实体且该实体是(i) 由一个财务机构管理；及(ii) 非参与税务管辖区财务机构。

“**Investment Entity managed by another Financial Institution and located in a Non-Participating Jurisdiction**” - The term “Investment Entity that is managed by another Financial Institution and located in a Non-Participating Jurisdiction” means any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets if the Entity is (i) managed by a Financial Institution and (ii) not a Participating Jurisdiction Financial Institution.

「由另一财务机构管理的投资实体」- 如果一个实体直接或通过另一服务提供商代表另一实体进行任何上述投资实体的定义(d)项所述的活动或运作，则该另一实体会被视为由该管理实体所管理。

“**Investment Entity managed by another Financial Institution**” - An Entity is “managed by” another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in paragraph (d) above in the definition of “Investment Entity”.

一个实体只有在有权自行管理另一实体的部分或全部资产的情况下，才会被视为可管理该另一实体。当一个实体由财务机构、非财务实体或个人的组合管理时，如果某一管理实体为存款机构、托管机构、指明保险公司或属上述(a)、(b)、(c)及或(d)项所述的投资实体的实体，则该实体会被视为由另一实体管理。

An Entity only manages another Entity if it has discretionary authority to manage the other Entity’s assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFEs or individuals, the Entity is considered to be managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in (a), (b), (c) or (d) above, if any of the managing Entities is such another Entity.

「非财务实体」- 指并非财务机构的实体。

“**NFE**” - An “NFE” is any Entity that is not a Financial Institution.

「参与税务管辖区」- 指税务条例(第112章)附表17E第2部所指明的、在香港以外的税务管辖区。

“**Participating Jurisdiction**” - A “Participating Jurisdiction” means a jurisdiction outside Hong Kong that is specified in Part 2 of Schedule 17E of the Inland Revenue Ordinance (Cap. 112).

「参与税务管辖区财务机构」- (i) 任何居于某参与税务管辖区的财务机构，但不包括有关财务机构位于该管辖区境外的分支机构；及(ii) 某财务机构位于某参与税务管辖区的任何分支机构，而该财务机构并非居于该管辖区。

“**Participating Jurisdiction Financial Institution**” - The term “Participating Jurisdiction Financial Institution” means (i) any Financial Institution that is tax resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside of that jurisdiction, and (ii) any branch of a Financial Institution that is not tax resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

「被动非财务实体」- 指任何：(i) 不属主动非财务实体的非财务实体；及(ii) 位于非参与税务管辖区并由另一财务机构管理的投资实体。

“**Passive NFE**” - A “Passive NFE” means any: (i) NFE that is not an Active NFE; and (ii) Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

「有关连实体」- 若某实体控制另一实体，或两个实体共同受同一人控制，则该实体是另一实体的「有关连实体」。就此而言，控制可透过直接或间接持有某实体超过50%的表决权或股份的价值。

“**Related Entity**” - An Entity is a “Related Entity” of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

「税务居民」- 一般而言，如根据某个税务管辖区的规定(包括税收协定)，任何实体不仅就以有关税务管辖区为来源的收入，亦因其居籍、居所、管理工作地点、成立为法团地点，或任何性质类似的其他准则，在有关税务管辖区需要缴税或有缴税责任，便会成为该税务管辖区的税务居民。没有税务居民身份的实体，例如：合伙、有限合伙

责任合伙或类似的法律安排，应被视为其实际管理地点所在税务管辖区的税务居民。一个信托应被视为一个或 多于一个受托人居住的税务管辖区的居民。有关税务居民身份的更多资讯，请联络阁下的 税 务 顾 问或浏览经济合作与发展组织的自动交换资料网站：<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。

**“Resident for tax purposes”** - Generally, an Entity will be resident for tax purposes in a jurisdiction if, under the laws of that jurisdiction(including tax conventions), it pays or should be paying tax therein by reason of his domicile, residence, place of management or incorporation, or any other criterion of a similar nature, and not only from sources in that jurisdiction. An Entity such as a partnership, limited liability partnership or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated. A trust is treated as resident where one or more of its trustees is resident. For additional information on tax residence, please talk to your tax adviser or refer to the OECD Automatic Exchange Portal at the following link: <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。

**「指明保险公司」** - 指任何属保险公司的实体，或属某保险公司的控股公司的实体，而该实体发出现金值保险合约或年金合约，或有责任就现金值保险合约或年金合约付款。

**“Specified Insurance Company”** - means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**「税务编号（包括具有等同功能的识别编号）」** - 纳税人的识别编号或具有等同功能的识别编号(如无纳税人的识别 编号)。税务编号是税务管辖区向个人或实体分配独有的字母与数字组合，用于识别个 人或实体的身分，以便实施该税务管辖区的税务法律。有关可接受的税务编号的更多详细资讯刊载于经济合作与发展组织的自动交换资料网 站：<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。

**“TIN” (including “functional equivalent”)** - The term “TIN” means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the OECD Automatic Exchange Portal at the following link: <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。

某些税务管辖区不发出税务编号。但是，这些税务管辖区通常使用具有等同识别功能的其他完整号码(「具有等同功能的识别号码」)。此类号码的例子包括：  
Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a “functional equivalent”). Examples of that type of number include –

- (a) 就个人而言，社会安全号码/保险号码、公民/个人身份/服务代码/号码，以及居民登记号码。  
(for individuals) a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.
- (b) 就实体而言，商业/公司登记代码/号码。  
(for Entities) a Business/company registration code/number.

## J. CRS 税务居民自我认证（控权人）CRS Tax Residency Self-certification (Controlling Person)

<b>重要提示：</b> <b>Important Notes:</b> <ul style="list-style-type: none"><li>• 这是由帐户持有人向申报财务机构提供的自我证明表格，依据“共同申报准则”以作自动交换财务帐户资料用途。申报财务机构可把收集所得的资料交给税务局，税务局会将资料转交到另一税务管辖区的税务当局。 This is a self-certification form provided by an account holder to a reporting financial institution for the purpose of automatic exchange of financial account information under the Common Reporting Standard (“the CRS”). The data collected may be transmitted by the reporting financial institution to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.</li><li>• 如帐户持有人的税务居民身分有所改变，应尽快将所有变更通知申报财务机构。 An account holder should report all changes in his/her tax residency status to the reporting financial institution.</li><li>• 除不适用或特别注明外，必须填写这份表格所有部分。请参考本文件 I 部附录及客户协议上的定义及有关信息填写本表格。 All parts of the form must be completed (unless not applicable or otherwise specified). Please refer to the definition and other information in the “Appendix” in Section I of this Document and Client Agreement to complete the form.</li><li>• 如中英文版本有任何歧义，以英文版本为准。 If there are any discrepancies between the English and the Chinese version of this form, the English version would prevail.</li><li>• 警告:根据《税务条例》第 80(2E)条，如任何人在作出自我证明时，在明知一项陈述在要项上属具误导性、虚假或不正确，或罔顾一项陈述是否在要项上属具误导性、虚假或不正确下，作出该项陈述，即属犯罪。一经定罪，可处第 3 级（即\$10,000）罚款。</li><li>• WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).</li></ul>
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### 第 1 部 控权人的身分识别资料

#### Part I Identification of Controlling Person

##### (1) 控权人的姓名

Name of Controlling Person

称谓（如：先生、太太、女士、小姐）

Title (e.g. Mr, Mrs, Ms, Miss)

姓氏

Last Name or Surname

名字

First or Given Name

中间名

Middle Name(s)

##### (2) 香港身份证或护照号码

Hong Kong Identity Card or Passport Number

##### (3) 现时住址

Current Residence Address

第一行（如：室、楼层、大厦、街道、区）

Line 1 (e.g. Suite, Floor, Building, Street, District)

第二行（城市）

Line 2 (City)

第三行（如：省、州、国家）

Line 3 (e.g. Province, State, Country)

邮政编码/邮递区号码

Post Code/ZIP Code (optional)

##### (4) 通讯地址（如与现时住址不同，填写此栏）

Mailing Address (if different to Residence Address)

第一行（如：室、楼层、大厦、街道、区）

Line 1 (e.g. Suite, Floor, Building, Street, District)

第二行（城市）

Line 2 (City)

第三行（如：省、州、国家）

Line 3 (e.g. Province, State, Country)

邮政编码/邮递区号码

Post Code/ZIP Code (optional)

##### (5) 出生日期（日/月/年）

Date of Birth (dd/mm/yyyy)

##### (6) 出生地点

Place of Birth

镇/城市

Town/City

省/州  
Province/State  
国家  
Country

第 2 部 你作为控权人的实体帐户持有人 (填写你作为控权人的实体帐户持有人的名称)  
Part 2 The Entity Account Holder(s) of which you are a controlling person (Enter the name of the entity account holder of which you are a controlling person)

实体 Entity	实体帐户持有人的名称 Name of the Entity Account Holder
(1)	
(2)	
(3)	

第 3 部 居留司法管辖区及税务编号或具有同等功能的识别编号 (以下简称「税务编号」)  
Part 3 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN")

提供以下资料, 列明 (a) 帐户持有人的居留司法管辖区, 亦即帐户持有人的税务管辖区 (香港包括在内) 及 (b) 该居留司法管辖区发给帐户持有人的税务编号。列出所有 (不限于 3 个) 居留司法管辖区。  
Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the account holder is a **resident for tax purposes** and (b) the account holder's TIN for each jurisdiction indicated. Indicate **all** (not restricted to three) jurisdictions of residence.

如帐户持有人是香港税务居民, 税务编号是其香港身份证号码。  
If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number.

如没有提供税务编号, 必须填写合适的理由:  
If a TIN is unavailable, provide the appropriate reason A, B or C:  
理由 A – 帐户持有人的居留司法管辖区并没有向其居民发出税务编号。  
Reason A – The jurisdiction where the account holder is a resident for tax purposes does not issue TINs to its residents.  
理由 B – 帐户持有人不能取得税务编号。如选取这一理由, 解释帐户持有人不能取得税务编号的原因。  
Reason B – The account holder is unable to obtain a TIN. Explain why the account holder is unable to obtain a TIN if you have selected this reason.  
理由 C – 帐户持有人毋须提供税务编号。居留司法管辖区的主管机关不需要帐户持有人披露税务编号。  
Reason C – TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

居留司法管辖区 Jurisdiction of Residence	税务编号 TIN	如没有提供税务编号, 填写理由 A、B 或 C If no TIN is available, please enter Reason A, B or C	如选取理由 B, 解释帐户持有人不能取得税务编号的原因 If you have selected Reason B, explain why the account holder is unable to obtain a TIN
(1)			
(2)			
(3)			

第 4 部 控权人类别  
Part 4 Type of Controlling Person

就第 2 部所载的每个实体, 在适当方格内加上✓号, 指出控权人就每个实体所属的控权人类别。  
Tick the appropriate box to indicate the type of controlling person for each entity stated in Part 2.

实体类别 Type of Entity	控权人类别 Type of Controlling Person	实体 Entity (1)	实体 Entity (2)	实体 Entity (3)
A 法人 Legal Person	A1- 拥有控制股权的个人 (即拥有不少于百分之二十五的已发行股本) Individual who has a controlling ownership interest (i.e. not less than 25% of issued share capital)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A2- 以其他途径行使控制权或有权行使控制权的个人 (即拥有不少于百分之二十五的表决权) Individual who exercises control/is entitled to exercise control through other means (i.e. not less than 25% of voting rights)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A3- 担任该实体的高级管理人员/对该实体的管理行使最终控制权的个人 Individual who holds the position of senior managing official / exercises ultimate control over the management of the entity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B 合伙 Partnership	B1- 有权直接或间接享有或控制该实体任何百份率的资本或利润的个人 Is entitled to or controls, directly or indirectly, any percentage of the capital or profits of the entity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	B2- 直接或间接有权行使该实体任何百份率的表决权, 或支配任何百份率的表决权的行使 Is, directly or indirectly, entitled to exercise or control the exercise of any percentage of the voting rights in the entity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	B3- 担任该实体的高级管理人员/对该实体的管理行使最终控制权的个人 Individual who holds the position of senior managing official / exercises ultimate control over the management of the entity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C 信托 Trust	C1- 有权享有该实体财产的资本的任何百份率的既得权益的个人, 而不论该个人是享有该权益的管有权、剩余权或复归权, 亦不论该权益是否可予废除 Is entitled to a vested interest in more than any percentage of the capital of the property of the entity, whether the interest is in possession or in remainder or reversion and whether it is defeasible or not	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C2- 财产授予人 Settlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C3- 保护人或执行人 Protector or enforcer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C4- 受托人 Trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C5- 受益人或某类别受益人的成员 Beneficiary or member of the class of beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	C6-其他（例如：如财产授予人/受托人/保护人/受益人为另一实体，对该实体行使控制权的个人） Other (e.g. individual who exercises control over another entity being the settlor / trustee / protector / beneficiary)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D 除信托以外的法律安排 Legal Arrangement other than Trust	D1-处于相等/相类于 <b>财产授予人</b> 位置的个人 Individual in a position equivalent/similar to settlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	D2-处于相等/相类于 <b>受托人</b> 位置的个人 Individual in a position equivalent/similar to trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	D3-处于相等/相类于 <b>保护人</b> 位置的个人 Individual in a position equivalent/similar to protector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	D4-处于相等/相类于 <b>受益人</b> 或某 <b>类别受益人的成员</b> 位置的个人 Individual in a position equivalent/similar to beneficiary or member of the class of beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	D5- 其他（例如：如处于相等/相类于财产授予人/受托人/保护人/受益人位置的人为另一实体，对该实体行使控制权的个人） Other (e.g. individual who exercises control over another entity being equivalent/similar to settlor / trustee / protector / beneficiary)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 第 5 部 声明及签署

### Part 5 Declarations and Signature

本人知悉及同意，财务机构可根据《税务条例》（第 112 章）有关交换财务帐户资料的法律条文，（a）收集本表格所载资料并可备存作自动交换财务帐户资料用途及（b）把该等资料和关于帐户持有人及任何须申报帐户的资料向香港特别行政区政府税务局申报，从而把资料转交到帐户持有人的居留司法管辖区的税务当局。

I acknowledge and agree that (a) the information contained in this form is collected in relation to account opening/maintained with Financial Institution and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

本人证明，就与本表格所有相关的实体帐户持有人所持有的帐户，本人是**控权人** / **本人获控权人授权**<sup>#</sup>签署本表格（# 删去不适用者）。

I certify that I am the **controlling person** / I am **authorized to sign for the controlling person**<sup>#</sup> of all the account(s) held by the entity account holder(s) to which this form relates. (# Delete as appropriate)

本人承诺，如情况改变，以致影响本表格第 1 部所述的个人的税务居民身分，或引致本表格所载的资料不正确，本人会及时通知东方证券（香港）有限公司/东方期货（香港）有限公司，并会在情况发生改变后 **30 日内**，向东方证券（香港）有限公司/东方期货（香港）有限公司提交一份已适当更新的税务居民自我认证表格。

I undertake to advise Orient Securities (Hong Kong) / Orient Futures (Hong Kong) of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide Orient Securities (Hong Kong) / Orient Futures (Hong Kong) with a suitably updated self-certification form **within 30 days** of such change in circumstances.

本人声明就本人所知所信，本表格内所填报的所有资料和声明均属真实、正确和完备。

I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, accurate and complete.

客户签署

Signature

姓名

Name

身份

Capacity

（如你不是第 1 部所述的个人，说明你的身分。如你是以受权人身分签署这份表格，须夹附该授权书的核证副本。）  
(Indicate the capacity if you are not the individual identified in Part 1. If signing under a power of attorney, attach a certified copy of the power of attorney.)

日期

Date

**[本页其余部分刻意留为空白]**  
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**K. 常设授权 - 客户证券（证券保证金账户客户如未能提供此授权书，我司只会提供证券现金帐户服务）**

**Standing Authority - Client Securities (If Securities Margin Account Client fails to provide this authorization letter, only Securities Cash Account service will be provided)**

致： 東方證券(香港)有限公司 (证监会持牌法团编号: AVD362)  
To: Orient Securities (Hong Kong) Limited (CE No.: AVD362)

東方期貨(香港)有限公司 (证监会持牌法团编号: AWD036)  
Orient Futures (Hong Kong) Limited (CE No.: AWD036)

香港中环皇后大道中 100 号 28-29 楼  
28F-29F, 100 Queen's Road Central,  
Central, Hong Kong

敬启者 Dear Sir/Madam

**根据《证券及期货(客户证券)规则》所设立的常设授权 Standing Authorities under Securities and Futures (Client Securities) Rules**

本常设授权书是有关一切由贵公司代表本人/我们购入或持有之证券及证券抵押品。  
This letter of Standing Authority covers all securities and securities collateral purchased or held by you on my/our behalf.

本常设授权书，根据《证券及期货(客户证券)规则》第 7 条的规定，授权贵公司：  
Pursuant to Section 7 of the Securities and Futures (Client Securities) Rules, this letter authorizes you to:

- 在符合《证券及期货(客户证券)规则》的前提下，依据贵公司与第三方订立的证券借贷协议及/或证券回购协议（为免生疑问，包括但不限于，相当于国际证券借贷协会全球证券借贷主协议（「全球证券借贷主协议」）及/或等同或类似于国际资本市场协会全球回购主协议（「全球回购主协议」）运用任何本人/我们的证券或证券抵押品（为免生疑问，包括但不限于股票、债券和票据以及其他类型的固定收益证券）；  
apply any of my/our securities or securities collateral, for the avoidance of doubt, including but not limited to shares, bonds, notes and other types of fixed income securities, pursuant to a securities borrowing and lending agreement and/or a securities repurchases agreement (for the avoidance of doubt, including but not limited to, any such agreement equivalent to or similar to the International Securities Lending Association's Global Master Securities Lending Agreement (the "GMSLA") and/or equivalent to or similar to the International Capital Market Association's Global Master Repurchase Agreement (the "GMRA")) between you and a third party, subject to compliance with the Securities and Futures (Client Securities) Rules;
- 将任何本人/我们的证券抵押品存放于认可财务机构，作为提供予贵公司的财务通融的抵押品；及/或  
deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you; and/or
- 将任何本人/我们的证券抵押品存放于认可结算所或另一获发牌或获注册进行证券交易的中介人，作为解除贵公司在交收上的义务和清偿贵公司在交收上的法律责任的抵押品，而无须通知本人/我们；及/或  
deposit any of my/our securities collateral with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities, without notice to me/us; and/or
- 将证券或证券抵押品存放于期权结算公司，作为因本人/我们向贵公司发出的指示而进行的交易所买卖期权活动的期权结算公司抵押品；及/或  
To deposit the securities or securities collateral with the SECH as SECH Collateral in respect of Exchange Traded Options Business resulting from my/our instructions to you; and/or
- 按贵公司同意之条款但受制于适用的监管规则，将本人/我们之证券及/或证券抵押品存入在香港或其它地方的任何一个或多个保管人及/或结算所或于它们间互相转移；及/或  
deposit or transfer my/our Securities and/or Securities Collateral with or to or interchangeably between any custodian(s) and/or clearing house(s), whether in Hong Kong or elsewhere, upon such terms as may be agreed by you but subject to applicable Regulatory Rules; and/or
- 如果贵公司在证券交易过程中为本人/我们提供财务通融或在贵公司获发牌或注册以进行的任何其他受规管活动过程中亦为本人/我们提供财务通融，按照以上第 1 至 5 项运用、存入或以其它形式处理本人/我们之任何证券抵押品。  
apply, deposit or otherwise deal with any of my/our Securities Collateral in accordance with the above items 1 to 5 if you provide financial accommodation to me/us in the course of dealing in securities or also provides financial accommodation to me/us in the course of any other regulated activity for which you are licensed or registered.

本人/我们明白认可结算所或其它获发牌或获注册进行证券交易的中介人，将因应贵公司在交收上的责任及债务而对本人/我们的证券抵押品设定为第一固定押记。  
I/We understand that the recognized clearing house or the intermediary licensed or registered for dealing in securities will have a first fixed charge over my/our securities collateral to the extent of your settlement obligations and liabilities.

我/我们获悉及确认贵公司有将客户的证券及证券抵押品再质押的做法。  
I/We hereby acknowledge, and confirm having been informed by you, that you have the practice of repledging clients' securities and securities collateral.

本人/我们明白现时并无任何法规规定本人/我们必须签署此授权书；然而，贵公司可能需要此授权书，以便例如向本人/我们提供保证金贷款或或许将有关本人/我们的证券或证券抵押品借出予第三方或作为抵押品存放于第三方。本人/我们亦明白倘若本人/我们签署此授权书，而本人/我们的证券或证券抵押品已借出予或存放于第三方，该等第三方将对本人/我们的证券或证券抵押品具有留置权或作出押记。虽然贵公司根据本人/我们的授权而借出或存放属于本人/我们的证券或证券抵押品须对本人/我们负责，但贵公司的失责行为可能会导致本人/我们损失本人/我们的证券或证券抵押品。本人/我们同意并确认贵公司及其有联系实体有权收取及保留任何由于处理本人/我们的证券或证券抵押品所产生的任何报酬、收入、回佣或其他利益而无须向本人/我们负责。

I/We understand that I am/we are not required by any law to sign this authority, but it may be required by you, for example, to facilitate margin lending to me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. I/We also understand that if I/we sign this authority and my/our securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on my/our securities or securities collateral. Although you are responsible to me/us for securities or securities collateral lent or deposited under my/our authority, a default by you could result in the loss of my/our securities or securities collateral. I/We agree and confirm that you and your associated entities shall be entitled to receive and retain for your or their own benefit and not be accountable to me/us for any remuneration, income, rebates or other benefits resulting from any dealing with my/our securities or securities collateral.

本人/我们明白本人/我们的证券可能受制于第三者之权利，贵公司可于全数抵偿该等权利后，方将本人/我们的证券退回本人/我们。  
I/We understand that a third party may have rights to my/our securities, which you must satisfy before my/our securities can be returned to me/us.

本常设授权书以本函件日期起计十二个月内有效，并可于下列情况予以续期，每次续期的有效期为十二个月：本人/我们以书面形式同意续期；或贵公司于授权有效期届满前不少于十四日向本人/我们发出书面通知，而本人/我们于授权有效期届满前未有提出反对续期。本人/我们有权随时以三十天书面通知贵公司撤销此常设授权书。  
This authority is valid for a period of 12 months from the date hereof and may be renewed for subsequent periods of 12 months either with my/our written consent or if I am/we are given a written notice from you at least 14 days prior to the expiry of such authority and do not object to the renewal of such authority before its expiry. This authority may be revoked at any time on giving 30 days prior written notice to you.

本函件已全部向本人/我们解释清楚，并已被提醒可寻求独立意见。本人/我们明白本函件的内容。  
This letter has been fully explained to me/us and I/we have been advised to seek independent advice, and I/we understand the contents of this letter.

**[本页其余部分刻意留为空白；下接签名页]**  
**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

**客户签署 (盖上公司印章) Client's Signature (with company chop):**

授权人签署  
Signed by the Authorized Person:

X

姓名 Name: \_\_\_\_\_

日期 Date: \_\_\_\_\_

授权人签署 (如适用)
Signed by the Authorized Person (if applicable):
X

姓名 Name: \_\_\_\_\_

日期 Date: \_\_\_\_\_

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L. 常设授权 – 客户款项  
Standing Authority - Client Money

致： 東方證券(香港)有限公司 (证监会持牌法团编号: AVD362) 香港中环皇后大道中 100 号 28-29 楼  
To: Orient Securities (Hong Kong) Limited (CE No.: AVD362) 28F-29F, 100 Queen's Road Central,  
Central, Hong Kong

東方期貨(香港)有限公司 (证监会持牌法团编号: AWD036) 香港中环皇后大道中 100 号 28-29 楼  
Orient Futures (Hong Kong) Limited (CE No.: AWD036) 28F-29F, 100 Queen's Road Central,  
Central, Hong Kong

根据《证券及期货(客户款项)规则》所设立的常设授权 Standing Authority under Securities and Futures (Client Money) Rules

本授权书涵盖贵公司为本人/我们(i)在香港收取或持有并存放于一个或多个独立帐户内和(ii)在香港以外地区收取或持有并存放于一个或多个独立帐户内，设立维持并指定为信托帐户或客户帐户之的款项(包括因持有并非属于贵公司的款项而产生之任何利息)(下称「款项」)。  
This Letter of authority covers money held or received by you (i) in one or more segregated account(s) in Hong Kong and (ii) in one or more segregated account(s) outside Hong Kong, designated as trusted account(s) or client account(s) established and maintained (including any interest derived from the holding of the money which does not belong to you) on my/our behalf ( "Monies" ).

除非另有说明，本授权书之名词与《证券及期货条例》及《证券及期货(客户款项)规则》不时修订之定义具有相同意思。  
Unless otherwise defined, all the terms used in this authorization letter shall have the same meanings as in the Securities and Futures Ordinance and the Securities and Futures (Client Money) Rules as amended from time to time.

本授权书授权贵公司 This letter authorizes you to :

1. 组合或合并東方期貨(香港)有限公司(下称「東方期貨(香港)」)及/或東方證券(香港)有限公司(下称「東方證券(香港)」)及/或其任何附属公司及联系公司(统称「东方(香港)」)及/或東方證券股份有限公司及/或交易对手所维持的任何或全部独立帐户，此等组合或合并活动可以个别地或其他帐户联合进行，贵公司可将该等独立帐户内任何数额之款项作出转移，以解除本人/我们对东方(香港)内任何成员及/或東方證券股份有限公司及/或交易对手的义务或法律责任，不论此等义务和法律责任是确实或或然的、原有或附带的、有抵押或无抵押的、共同或分别的；  
combine or consolidate any or all segregated accounts of any name whatsoever and either individually or jointly with others, maintained by Orient Futures (Hong Kong) Limited ("Orient Futures (Hong Kong)") and/or Orient Securities (Hong Kong) Limited ("Orient Securities (Hong Kong)") and/or any of its subsidiaries and affiliates ("Orient (Hong Kong)") and/or Orient Securities Company Limited and/ or counterparty(ies) from time to time and you may transfer any sum of Monies to and between such segregated account(s) to satisfy my/our obligations or liabilities to any member of Orient (Hong Kong) and/or Orient Securities Company Limited and/ or counterparty(ies), whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several;
2. 从东方(香港)任何成员及/或東方證券股份有限公司及/或交易对手于任何时候维持的任何独立帐户之间来回调动任何数额之款项；  
transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by member of Orient (Hong Kong) and/or Orient Securities Company Limited and/ or counterparty(ies);
3. (仅适用于员工股权激励账户及须与本账户条款及细则第十三部份 – 员工股权激励计划条款及细则一并阅读) 若客户属于雇主公司指定的须遵守国家外管局关于境内个人参与境外上市公司股权激励外汇管理有关问题的通知(汇发[2012]7号文)(「7号文」)人士，在从客户出售激励股份所得款中扣除依据账户条款及细则第十三部份 – 员工股权激励计划条款及细则第 2.8.3(d)条所有适用的金额、费用、收费之后，客户授权東方證券(香港)无需提前通知客户，将净出售所得款、相关股息收益等从客户账户转移至雇主公司指定账户，以满足 7 号文的相关要求(「转移授权」)；  
(Only applies to ESOP Account and should be read in conjunction with Part XIII – TERMS AND CONDITIONS FOR EMPLOYEE STOCK OWNERSHIP PLAN of Terms and Conditions for Account) Where the Client is subject to the compliance with Circular of the SAFE on Issues Concerning the Administration of Foreign Exchanged Used for Domestic Individuals' Participation in Stock Incentive Plans Adopted by Overseas Listed Companies (huifa [2012] No. 7) ("Circular 7") as designated by the Employer Company, subject to the deduction of all applicable amounts, fees and charges from the sales proceeds derived from the Client's sale of incentive shares in accordance with Clause 2.8.3(d) of Part XIII – TERMS AND CONDITIONS FOR EMPLOYEE STOCK OWNERSHIP PLAN of Terms and Conditions for Account, the Client authorizes Orient Securities (Hong Kong) to transfer, without prior notice to the Client, the net sales proceeds, relevant dividend income, etc. from the Client's account to the designated accounts of the Employer Company for the purpose of complying with the relevant requirements under Circular 7 ("Transfer Authorization");
4. (仅适用于员工股权激励账户及须与本账户条款及细则第十三部份 – 员工股权激励计划条款及细则一并阅读) 若客户属于雇主公司指定的须支付预提税的人士，客户授权東方證券(香港)无需提前通知客户，将指定的税金、或者依据雇主公司指定的计算公式计算的款项(定义如下)在雇主公司指定限期前，转移至雇主公司指定账户，用来结算关于客户行使及/或处置奖励及处置奖励股份而在计划下指定的应付税款(「税务授权」)；  
(Only applies to ESOP Account and should be read in conjunction with Part XIII – TERMS AND CONDITIONS FOR EMPLOYEE STOCK OWNERSHIP PLAN of Terms and Conditions for Account) Where the Client is subject to payment of withholding tax as designated by the Employer Company, the Client further authorizes Orient Securities (Hong Kong) to transfer, without prior notice to the Client, such amount of the Monies (as defined below) as specified or calculated according to formula as specified by the Employer Company by such deadline as specified by the Employer Company from the Client's account to the designated accounts of the Employer Company for settling the Client's tax payment specified under the Plan in respect of the Client's exercise of and/or dealing with the awards and dealings in the incentive shares ("Tax Authorization");
5. (仅适用于员工股权激励账户及须与本账户条款及细则第十三部份 – 员工股权激励计划条款及细则一并阅读) 第 3 及第 4 条所述的「雇主公司指定账户」，详情如下：  
(Only applies to ESOP Account and should be read in conjunction with Part XIII – TERMS AND CONDITIONS FOR EMPLOYEE STOCK OWNERSHIP PLAN of Terms and Conditions for Account) Details of "designated accounts of the Employer Company" stated in Clause 3 & 4 are as follow:

转移授权指定的银行账户 Transfer Authorization Designated Bank Account		税务授权指定的银行账户 Tax Authorization Designated Bank Account	
银行 Bank		银行 Bank	
帐户名称 Account Name		帐户名称 Account Name	
帐户号码 Account Number		帐户号码 Account Number	
转移授权指定的证券账户 Transfer Authorization Designated Securities Account		税务授权指定的证券账户 Tax Authorization Designated Securities Account	
证券行 Securities Broker	東方證券(香港)有限公司 Orient Securities (Hong Kong) Limited	证券行 Securities Broker	
帐户名称 Account Name		帐户名称 Account Name	
帐户号码 Account Number		帐户号码 Account Number	

如客户不同意或不了解有关安排，便不应签署本表格。如有疑问，请联系您的雇主，或寻求独立第三方的意见；及  
Client should not sign this form if the Client does not agree or understand the relevant arrangements. Please contact your Employer or seek opinions from an independent third party if in doubt; and

6. (仅适用于员工股权激励账户及须与本账户条款及细则第十三部份 – 员工股权激励计划条款及细则一并阅读) 客户明白并且同意：  
(Only applies to ESOP Account and should be read in conjunction with Part XIII – TERMS AND CONDITIONS FOR EMPLOYEE STOCK OWNERSHIP PLAN of Terms and Conditions for Account) The Client understands and agrees that:
  - (a) 東方證券(香港)无须因税额授权、转移授权或本条款中的任何授权之范围内的资金转移而造成的任何损害或者损失负责。  
Orient Securities (Hong Kong) shall not be liable for any damage or loss resulting from any money transfer effected within the scope of the Tax Authorization, Transfer Authorization or any authorization given herein these Terms.
  - (b) 只要東方證券(香港)在税务授权的范围内且依据税务授权行事，若客户或雇主公司未能清缴客户行使及/或处置奖励及处置奖励股份在相关法律法规下需结算的税款，東方證券(香港)无须对此负责；并且  
Orient Securities (Hong Kong) shall not be liable for any failure by the Client or the Employer Company to settle any tax payment with the relevant tax bureau under the relevant law and regulations in respect of the Client's exercise of and/or dealing with awards and the dealings in the incentive shares provided that Orient Securities (Hong Kong) has acted within the scope of and in accordance with the Tax Authorization; and
  - (c) 只要東方證券(香港)在转移授权的范围内且依据转移授权行事，以符合 7 号文的有关要求，東方證券(香港)无须对无法或者延误将净出售所得款转移至雇主公司指



定的银行账户负责。

Orient Securities (Hong Kong) shall not be liable for any failure or delay to transfer the net sales proceeds to the designated bank account of the Employer Company for the purpose of compliance with the relevant requirements under Circular 7 provided that Orient Securities (Hong Kong) has acted within the scope of and in accordance with the Transfer Authorization.

贵公司可不向本人/我们发出通知而采取上述行动。此赋予东方期货(香港)之授权乃鉴于东方期货(香港)同意继续维持本人/我们之期货交易帐户, 而赋予东方证券(香港)之授权乃鉴于东方证券(香港)同意继续维持本人/我们之证券现金帐户及/或证券保证金帐户及/或股票期权帐户及/或员工股权激励帐户。

You may do any of these things without giving me/us notice. This authority is given to Orient Futures (Hong Kong) in consideration of its agreeing to continue to maintain futures trading account(s) for me/us and to Orient Securities (Hong Kong) in consideration of its agreeing to continue to maintain securities cash and/or margin and/or stock option and/or ESOP account(s) for me/us.

此赋予贵公司之授权并不损害东方(香港)可享受有关处理该等独立帐户内款项的其他授权或权利。

This authority is given without prejudice to other authorities or rights which Orient (Hong Kong) may have in relation to dealing in Monies in the segregated accounts.

本授权书由本函签发日期起 12 个月内有效。

This authority is valid for a period of 12 months from the date of this letter.

本人/我们可以向贵公司客户服务部位于上述所列明之地址发出书面通知, 撤回本授权书。该等通知之生效日期为贵公司真正收到该等通知后之 14 日起计。

This authority may be revoked by giving you written notice addressed to the Customer Service Department at your address specified above. Such notice shall take effect upon the expiry of two weeks from the date of your actual receipt of such notice.

本人/我们明白贵公司若在本授权书的有效期届满前不少于 14 日, 向本人/我们发出书面通知, 提醒本人/我们本授权书即将届满, 而本人/我们没有在此授权届满前反对此授权续期, 本授权书应当作为在不需要本人/我们的书面同意下按持续的基准已被续期。

I/We understand that this authority shall be deemed to be renewed on a continuing basis without my/our written consent, if you issue me/us a written reminder at least 14 days prior to the expiry date of this authority and I/we do not object to such deemed renewal before such expiry date.

本人/我们明白贵公司将于此授权届满日期后的 1 星期内, 将该授权续期的确认书发予本人/我们。

I/We understand you shall issue a written confirmation of the renewal of the standing authority to me/us within one week after the date of expiry.

倘若本授权书的中文本与英文本在解释或意义方面有任何歧义, 本人/我们同意应以英文本为准。

In the event of any difference in interpretation or meaning between the Chinese and English version of this authority, I/we agree that the English version shall prevail.

本人/我们阅读、明白及同意本授权书的内容。

I/We have read and understand and accept the contents of this letter.

#### 客户签署 (盖上公司印章) Client's Signature (with company chop):

授权人签署

Signed by the Authorized Person:

X

姓名 Name:

日期 Date:

授权人签署 (如适用)

Signed by the Authorized Person (if applicable):

X

姓名 Name:

日期 Date:

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#### M. 客户确认及承诺 Client's Declaration and Acknowledgement

有关「客户协议」(包括《账户条款及细则》、风险披露声明、个人资料(私隐)条例)致客户通知及以最佳条件执行交易披露、本帐户申请书、交易及服务费用详情等)及资料准确性提供确认:

Acknowledgement regarding "Client Agreement" (including the Terms and Conditions for Account, the Risk Disclosure Statements, Circular to Clients Relating to Personal Data (Privacy) Ordinance and the Disclosure on Best Execution, this Account Application Form, details of Transaction Fee and Service Charges, etc.) and accuracy of information provided:

本人/我们声明及确认

I/We declare and acknowledge that:

1. 本人/我们确认收到按本人所选择的语言(英文或中文)的**客户协议**副本或已对**客户协议**作出备份, 完全明白内容并同意受其约束; 及  
I/We acknowledged receipt of or have made a copy of the **Client Agreement** in a language of my choice (English or Chinese) and fully understand all of them and agree to be bound by them; and
2. 本人/我们确认已被告知应随时查阅东方证券(香港)有限公司/东方期货(香港)有限公司的官方网站以了解最新的**客户协议**及服务安排, 并同意受不时更新的**客户协议**约束; 及  
I/We confirm that I/we have been informed that I/we should check the official website of Orient Securities (Hong Kong) Limited/Orient Futures (Hong Kong) Limited from time to time to understand the latest **Client Agreement** and service arrangements, and agree to be bound by the **Client Agreement** and service arrangements updated from time to time; and
3. 本人/我们获邀仔细阅读**客户协议**中的风险披露声明, 了解并接受相关投资风险。本人/我们明白有关风险披露声明不是而且不能被当为一份完全或彻底列举所有潜在风险的清单。本人/我们并未获邀提问及按自身意愿寻求独立意见; 及  
I/We have been invited to read the Risk Disclosure Statements in the **Client Agreement** carefully, understand and accept relevant investment risks. I/We understand that they are not and cannot be taken as a comprehensive or exhaustive list of all possible risks, to ask questions and to take independent advice if I/we wish; and
4. 本人/我们确认载于本帐户申请书中的资料是真实和准确的, 并承诺于资料有任何变动时通知东方证券(香港)有限公司/东方期货(香港)有限公司。东方证券(香港)有限公司/东方期货(香港)有限公司获授权随时联络任何人, 包括任何银行、经纪或信用调查机构, 藉以核实本人/我们所提供的资料; 及  
I/We confirm the information contained in this Account Application Form is true and accurate and undertake to inform Orient Securities (Hong Kong) Limited/Orient Futures (Hong Kong) Limited about any changes in mentioned information. Orient Securities (Hong Kong) Limited/Orient Futures (Hong Kong) Limited is authorized at any time to contact anyone, including any banks, brokers or credit agency, for the purpose of verifying the information provided by me/us; and
5. 本人/我们已获明确告知, 除非产品发行文件有明确说明, 否则任何投资均**不会有保证回报**, 本人/我们可能无法取回其投资本金, 甚至承受大于投资本金的亏损。  
I/We have been expressly informed that there is **NO GUARANTEED RETURN** on any investment unless clearly and expressly stated in the product offering documents. I/we may not be able to get back the principal of my/our investment, or even suffer losses greater than the principal of the investment.

#### 客户签署 (盖上公司印章) Client's Signature (with company chop):

授权人签署

Signed by the Authorized Person:

X

客户姓名 Client's Name: \_\_\_\_\_

日期 Date: \_\_\_\_\_

授权人签署 (如适用)

Signed by the Authorized Person (if applicable):

X

客户姓名 Client's Name: \_\_\_\_\_

日期 Date: \_\_\_\_\_

#### N. 公司承诺 Undertaking by Orient Securities (Hong Kong) Limited and Orient Futures (Hong Kong) Limited

假如我们[东方证券(香港)有限公司/东方期货(香港)有限公司]向阁下\_\_\_\_\_招揽销售或建议任何金融产品, 该金融产品必须是我们经考虑阁下的财政状况、投资经验及投资目标后而认为合理地适合阁下的。本协议的其他条文或任何其他我们可能要求阁下签署的文件及我们可能要求阁下作出的声明概不会减损本条款的效力。

If we [Orient Securities (Hong Kong) Limited/Orient Futures (Hong Kong) Limited] 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 this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

注: “金融产品”指《证券及期货条例》所界定的任何证券、期货合约或杠杆式外汇交易合约。就“杠杆式外汇交易合约”而言, 其只适用于由获得发牌经营第3类受规管活动的人所买卖的该等杠杆式外汇交易合约。

Note: “Financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.

#### O. 见证人 Witness

见证人姓名

Name of Witness

见证人职业及资格

Occupation and Qualification of Witness

见证人签署

Signature of Witness

**P. 持牌代表声明 Declaration by Licensed Representative**

本人, \_\_\_\_\_ (持牌代表姓名, 请用正楷填写), 确认已经以客户选择的语言 (英文或中文) 提供了**客户协议** (包括《账户条款及细则》、风险披露声明、及个人资料 (私隐) 条例) 致客户通知及以最佳条件执行交易披露、本帐户申请书、交易及服务费用详情等), 并且本人已经邀请客户阅读该风险披露声明, 提出有关问题及征求独立的意见(如客户有此意愿)。

I, \_\_\_\_\_ ( Print Name of Licensed Representative ) confirm that I have provided the **Client Agreement** (including the Terms and Conditions for Account, the Risk Disclosure Statements, and the Circular to Clients Relating to Personal Data (Privacy) Ordinance and the Disclosure on Best Execution, this Account Application Form, details of Transaction Fee and Service Charges, etc.) in a language ( English or Chinese ) of the Client's choice and that I have invited the Client to read the Risk Disclosure Statements, ask questions and take independent advice (if the Client wishes).

( 请用正楷填写 Please complete in block letters )

持牌代表姓名 Name of Licensed Representative

中央编号 CE No

持牌代表签署 Signature of Licensed Representative

备注 Remarks:

向客户确认日期 Date of Confirmation with Client:

确认时间 Confirmation Time:

内线 Ext

经由東方證券(香港)有限公司/東方期貨(香港)有限公司承认及接纳

Acknowledged and Accepted By Orient Securities (Hong Kong) Limited / Orient Futures (Hong Kong) Limited

授权签名 / 公司印章 Authorized Signatory / Company Chop

日期 Date: \_\_\_\_\_

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**Q. 董事会决议摘录 Extract of Board Resolutions**

(客户名称) (「本公司」) 于 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

在(地点) \_\_\_\_\_ 正式召开董事会会议，并决议事项如下：

Meeting of the Board of Directors of \_\_\_\_\_ (Client's name) (the "Company")  
held at \_\_\_\_\_ (address)

on \_\_\_\_\_ (date), the following resolutions were passed by the board of directors.

出席者 Present : \_\_\_\_\_ 出席者 Present : \_\_\_\_\_

出席者 Present : \_\_\_\_\_ 出席者 Present : \_\_\_\_\_

\_\_\_\_\_ 先生 / 女士为是次会议之主席

Mr. / Ms. \_\_\_\_\_ took the chairs of the meeting.

**通知书及法定人数 Notice and Quorum**

有关通知已按要求发出，且与会人数符合会议法定人数的要求，主席宣布会议有效。

The requisite notices having been given and a quorum being present, the Chairman declared the meeting duly constituted.

于会上通过下列决议案：

IT WAS RESOLVED THAT:

**1. 获授权签署人 Authorized Signer(s)**

本公司将于東方證券(香港)有限公司 及 東方期貨(香港)有限公司[请删去不适用者] 有限公司开立一个或多个交易账户(「交易帐户」)，并且授权下列人士为账户**获授权签署人**，实时生效。任何 \_\_\_\_\_ 位获授权签署人可代表公司：(i) 签署、签订及交付与帐户相关之所有协议或文件，包括就本公司开立交易帐户一事向相关公司签署开户文件及其他有关开立交易帐户所需之一切文件，并且建立、签署和履行就与有关公司维持交易帐户之任何其他协议书、担保书、授权书、抵押文件、确认书、解除文件或其它文件；及(ii)签发指令从/向交易帐户提取/转账任何资金、证券、抵押品或其他资产，及处理所有与账户结算相关之事宜。

with immediate effect one of more trading accounts ("the Account") be opened with **Orient Securities (Hong Kong) Limited AND Orient Futures (Hong Kong) Limited** [PLEASE DELETE AS APPROPRIATE] and that the following person(s) is/ are appointed as **authorized signer(s)** of the Company. Any \_\_\_\_\_ of the authorized signers can act on behalf of the Company: (i) to sign, execute and deliver all agreements and documents in relations to the Account, including to sign and confirm our acceptance to the terms set out in the Account Application Form and execute other necessary documents relating to the opening of the Account, executing and delivering the Documents, and to make, execute and deliver any other agreements, guarantees, authorizations, security documents, acknowledgments, release, assignments or other documents; and (ii) to sign instruction to transfer/ withdraw any money, securities, collateral or other property into or out of the Account, and deal with all settlement matters in relation to the Account.

姓名 Name	身份证/护照号码 ID. Card/ Passport No.	职位 Position	联络电话及电邮 Tel. No. & Email	签名式样 Specimen Signature

**2. 获授权交易人 Authorized Trader (s)**

授权下列人士为交易账户之**获授权交易人**，任何 \_\_\_\_\_ 位获授权交易人可代表本公司进行交易买卖(包括透过以口头、电子、书面、电邮或其他方式)，实时生效。

the following person(s) is/are appointed as **authorized trader(s)** of the Company with immediate effect. Any \_\_\_\_\_ of the authorized trader(s) can act on behalf of the Company to give trading instructions (whether verbally, electronically, in writing, by email or otherwise) for and on behalf of the Company.

姓名 Name	身份证/护照号码 ID. Card/ Passport No.	职位 Position	联络电话及电邮 Tel. No. & Email	签名式样 Specimen Signature

**3. 当本公司变更任何上列的获授权人士时，定当以书面通知東方證券(香港)有限公司及/或東方期貨(香港)有限公司(视何者适用)；東方證券(香港)有限公司及/或東方期貨(香港)有限公司(视何者适用)将按其书面通知内容办理，直至另获新通知为止。**

Orient Securities (Hong Kong) Limited and/or Orient Futures (Hong Kong) Limited (as appropriate) will be informed from time to time by notice in writing of any change in the above list of Authorized Persons and that Orient Securities (Hong Kong) Limited and/or Orient Futures (Hong Kong) Limited (as appropriate) will be entitled to rely on such notice until any further notice is received.

由于再无其他议案，主席宣布散会。

There being no other business, the Chairman declared the meeting closed.

主席 Chairman :

日期 Date :

**IMPORTANT NOTICE TO THE GUARANTOR****致担保人的重要通知****Legal and Important Document****法律和重要文件**

This Guarantee is an important legal document. Before signing this Guarantee, the Guarantor should read this Guarantee carefully and should seek independent legal advice from solicitors of his own choice to make sure the Guarantor fully understands the liabilities and obligations and the full consequences arising from or in connection with this Guarantee. The Guarantor should not sign this Guarantee unless he agrees to be legally bound by its terms.

本担保契约是一份重要的法律文件。在签署本担保契约前，务请担保人仔细阅读本担保契约及必须向其选定的律师寻求独立的法律意见，以确保完全明白其责任和义务及签署本担保契约的全部及有关后果。本担保契约是具有法律约束力的文件。只有在担保人同意受本担保契约约束的情况下，担保人始应签署本担保契约。

**Summary of Guarantor's Liabilities and Obligations****担保人责任和义务的总结**

The Guarantor's extent of liability and obligations under this Guarantee is briefly listed out as follows:-

担保人在本担保契约项下的责任和义务范围概述如下:-

- (a) Where there is no amount specified in the Schedule II to this Guarantee, the Guarantor is obliged to pay all monies owing by the Borrower to us (whether actual or contingent, whether incurred as principal debtor or as a Guarantor and whether incurred alone or jointly or severally with any other persons) together with all interest accrued as well as costs, charges and expenses incurred by us under this Guarantee; and

如并无于本担保契约附表2载列指明金额，担保人应负无限责任，担保人须偿还借款人应支付我们的无限额债务（无论实际或或有、无论以借款人或担保人身分、无论单独或与任何其他人士共同）连同全部利息及我们于本担保契约项下产生的成本、费用及开支；及

- (b) Where there is amount specified in the Schedule II to this Guarantee, the Guarantor is obliged to pay such sum of money which shall not exceed an amount equivalent to the total of the specified amount in the Schedule II to this Guarantee together with the accrued interest, costs and charges incurred by us under this Guarantee.

如已于本担保契约附表2载列指明金额，担保人须偿还不会超过载列于附表2的指明金额连同利息及我们于本担保契约项下产生的成本及费用的总额。

The Guarantor will be liable to pay immediately under this Guarantee on our written demand. The Guarantor declares, confirms and acknowledges that before signing this Guarantee, the Guarantor has been asked to seek independent legal advice on the terms of this Guarantee. The Guarantor should also note in particular:

担保人须在我们的书面要求下根据本担保契约立即付款。担保人声明及确认在签署本担保契约前，已被要求就本担保契约的条款寻求独立的法律意见。担保人亦须特别留意下列事项：

- (a) By signing this Guarantee, the Guarantor is primarily liable to all indebtedness due and owing by the Borrower (as defined hereinafter) to us and will become liable instead of or as well as the Borrower.

如果担保人签署本担保契约，担保人主要承担借款人欠我们的所有债务(见下文定义)并须代替或与借款人共同承担责任。

- (b) Where there is more than one Guarantor, the Guarantor's liabilities are joint and several. That is to say, we may claim all the secured obligations from any one or more of the Guarantor without having to claim those monies from all of them.

若有多于一担保人名，担保人的法律责任将属共同及各别承担性质。这表示我们可向担保人中任何一人申索全部担保业务，而毋须向担保全体申索该等保证款项。

- (c) We are at liberty to, without prior notice to and without consent of the Guarantor, change the terms of credit facilities and financial accommodations made available to the Borrower, without in any way affecting the Guarantor's liability for all such credit facilities and financial accommodations under this Guarantee.

我们可以在没有给予担保人事前通知及未获得担保人同意的情况下，更改已提供予借款人的任何信贷融资及财务授信的条款，而此等行动将不会在任何方面影响担保人在本担保契约下就所有该等信贷融资及财务授信所需承担的责任。

- (d) This Guarantee is a continuing security and shall not be discharged unless and until all the monies due and owing by the Borrower has been fully paid in full.

本担保契约是一持续性保证。除非及直至借款人偿还全部到期支付的款项，否则本担保契约将不会被解除。

- (e) We may, without prior notice to and without consent from the Guarantor, use any money the Guarantor has in any of his accounts (whether alone or in the name with others) with us to discharge the Guarantor's liability under this Guarantee.

我们可以在没有给予担保人事前通知及未获得担保人同意的情况下，动用担保人在我们开设的任何一个户口（无论是个人或联名）内的任何款项以解除担保人在本担保契约项下的责任。

The above is not an exhaustive list of liabilities and obligations on the part of the Guarantor and the Guarantor is strongly advised to seek independent legal advice.

以上提供的清单并非详尽无遗地列举担保人的责任和义务，建议担保人应寻求独立法律意见。

**ORIENT SECURITIES (HONG KONG) LIMITED & ORIENT FUTURES (HONG KONG) LIMITED**

**東方證券(香港)有限公司及東方期貨(香港)有限公司**

THIS DEED OF GUARANTEE is made the [ ] day of [ ] Two Thousand and [ ]  
本担保契约于二零[ ]年[ ]月[ ]日

THIS DEED OF GUARANTEE is made :-

本担保契约由:-

BY :

The party whose name(s) and particular(s) are more particularly set out in **Part I of the Schedule I** to this Guarantee (the “**Guarantor**”)  
其名称及详细资料载列于附表1第一部份的人士（下称「**担保人**」）

IN FAVOUR OF:

发出并惠及:

ORIENT SECURITIES (HONG KONG) LIMITED (company number 1445480) whose registered office is situated at 28th and 29th Floor, 100 Queen's Road Central, Hong Kong, a licensed corporation licensed by the Securities and Futures Commission of Hong Kong to carry on Type 1 and Type 4 regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);  
東方證券(香港)有限公司（公司编号1445480），其注册地址位于 香港中环皇后大道中100号28楼及29楼（下称「**东方证券(香港)**」），由香港证券及期货事务监察委员会发牌的持牌法团，并可根据《证券及期货条例》（香港法律第571章）进行，第一类及第四类受规管的活动；

AND  
及

ORIENT FUTURES (HONG KONG) LIMITED (company number 1445794) whose registered office is situated at 28th and 29th Floor, 100 Queen's Road Central, Hong Kong, a licensed corporation licensed by the Securities and Futures Commission of Hong Kong to carry on Type 2 regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).  
東方期貨(香港)有限公司（公司编号1445794），其注册地址位于 香港中环皇后大道中100号28楼及29楼（下称「**东方期货(香港)**」），由香港证券及期货事务监察委员会发牌的持牌法团，并可根据《证券及期货条例》（香港法律第571章）进行，第二类受规管的活动。

(ORIENT SECURITIES (HONG KONG) LIMITED and ORIENT FUTURES (HONG KONG) LIMITED each singly and together, the “**Company**”)  
(東方證券(香港)有限公司及東方期貨(香港)有限公司各自单独地及共同地称为「**本公司**」)

THIS DEED WITNESSETH as follows:-

本担保契约如下: -

## 1. DEFINITIONS AND INTERPRETATIONS 定义及释义

1.1 In this Guarantee, the following words and expressions shall, unless the context otherwise requires, have the following meanings:-  
在本担保契约中，除非在下文另有规定，否则下述的文字及词语将具有下列所述的含意: -

“Associate” 「联营公司」	means a company or body corporate which is the Company’s direct or indirect holding companies, subsidiaries, affiliated companies or the Company’s other branches in Hong Kong or elsewhere. 指本公司位于香港或其他地方的直接或间接的控股公司、附属公司、关联公司或其他分行。
“Borrower” 「借款人」	means the party or parties whose particulars are more particularly set out in <b>Part II of the Schedule I</b> hereto and if two or more persons are included in the expression “Borrower”, then that expression shall be deemed to refer to all such person or any one or more of them. 指在本担保契约 <b>附表1第二部份</b> 载列其详细资料之人士；如借款人有两人或以上，「借款人」被视作指该等人士全体或任何一人或多人。
“Business Day” 「营业日」	means a day when banks are generally open for business in Hong Kong but excluding Saturdays and Sundays and any day on which typhoon signal No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon. 指香港银行一般营业的一天，但不包括星期六、星期日；及于八号或以上之台风讯号悬挂或于上午9时至中午12时仍然维持及于中午12时或之前仍未除下或「黑色」暴雨警告讯号悬挂或于上午9时至中午12时仍然维持及于中午12时或之前仍未取消的任何一天。

“Guarantee” means this Deed of Guarantee.

「担保契约」

指本担保契约。

“Guarantor”  
「担保人」

means the party or parties whose particulars are particularly set out in **Part I of the Schedule I** hereto and where this Guarantee is made by or on behalf of more than one person as guarantor, the agreements, obligations, liabilities and undertakings on the part of the Guarantor shall be joint and several and all references herein to the “Guarantor” shall mean such person or any or more of them and none of them shall be released from obligation or liability hereunder by reason of this Guarantee not binding or ceasing for any reason to bind any other or others of them, whether or not by agreement with the Company.

指其详细资料载列于本担保契约附表 1 第一部份之人士。如果本担保契约由多于一个人作出或代表多于一个担保人作出，担保人在本担保契约项下的协议、义务、责任及承诺是共同及各别的。任何提及「担保人」，意思指该等人士全体或任何一位人士。任何担保人不会由于本担保契约因任何原因无效或不再对任何其他担保人有约束性（不论是否由于与本公司达成协议）而得以解除该担保人在本担保契约下的义务或责任。

“Secured Obligations”  
「担保义务」

(where no amount is specified in **Schedule II** hereto) means (a) all moneys owing by the Borrower to the Company in any currency at any time, (whether present or future, whether actual or contingent, whether incurred as principal or as a surety or in any other capacity whatsoever, and whether incurred alone or jointly or severally with any other person); and (b) interest on such moneys (both before and after any demand or judgment) to the date on which payment is made to the Company at the rates as agreed between the Guarantor and the Company and in the absence of the agreed rates, such rates as determined by the Company payable by the Borrower together with costs, charges and expenses incurred by the Company hereunder; or (where there is a specified amount set out in **Schedule II** hereto) means (a) all moneys owing by the Borrower to the Company in any currency at any time, (whether present or future, whether actual or contingent, whether incurred as principal or as a surety or in any other capacity whatsoever, and whether incurred alone or jointly or severally with any other person); and (b) interest on such moneys (both before and after any demand or judgment) to the date on which payment is made to the Company at the rates as agreed between the Guarantor and the Company and in the absence of the agreed rates, such rates as determined by the Company payable by the Borrower together with costs, charges and expenses incurred by the Company hereunder provided always that the total liability ultimately enforceable against the Guarantor under this Guarantee shall not exceed in the aggregate an amount equivalent to the total of the specified amount together with a further sum for all accrued interest, costs, charges and expenses incurred by the Company hereunder.

(当附表2中未载列指明金额)指(a)借款人不论在任何时候(不论现在或将来、不论实际或或有、不论以借款人或担保人身分、不论单独或与任何其他人士共同)而欠负本公司任何货币之全部款项，及(b)(不论是何付款要求或判决之前或后)由借款人按由担保人及本公司约定的约定利率；及若没有约定利率，则以本公司决定的利率，支付直至付款日期为止之由本公司决定的利息连同本公司于本担保契约项下的成本、费用及开支；或(当附表2载列指明金额)指(a)借款人不论在任何时候(不论现在或将来、不论实际或或有、不论以借款人或担保人身分、不论单独或与任何其他人士共同)而欠负本公司任何货币之全部款项，及(b)(不论是何付款要求或判决之前或后)由借款人按由担保人及本公司约定的约定利率；及若没有约定利率，则以本公司决定的利率，支付直至付款日期为止之由本公司决定的利息连同本公司于本担保契约项下的成本、费用及开支。但是，所有于本担保契约下可向担保人追讨的全部及最终责任的款额不应超过指明金额连同累算利息及本公司于本担保契约项下产生的成本、费用及开支的总额。

- 1.2 In this Guarantee, the Company shall include the Company’s successors and assigns.

「本公司」包括本公司之继承人及受让人。

- 1.3 Unless the context otherwise requires, words importing the masculine gender shall include females and corporations and words in the singular shall include the plural and words in the plural shall include the singular.

除非上文另有规定，表示男性的词语包括女性及公司的意思；而表示单数的词语亦含复数的意思，而同时表示复数的词语亦含单数的意思。

- 1.4 In this Guarantee, headings are inserted for convenience only and have no legal effect and reference to clauses and schedules are to clauses and schedules of this Guarantee unless otherwise provided.

本担保契约任何标题仅为方便阅读而添加，并无法律效力。除非另有规定，凡本担保契约所指之条款及附表，即指本担保契约内的条款及附表。

- 1.5 In this Guarantee, in case of the Borrower consisting of two or more persons, references to the Borrower are to all such persons or any one or more of them unless the context otherwise requires.

于本担保契约中，如借款人由两人或以上组成，任何提及借款人即指该等人士全体或任何一人或多人，除非上下文另有规定。

- 1.6 In this Guarantee, in case of the Guarantor comprising two or more persons, references to the Guarantor are to all such persons or any one or more of them unless the context otherwise requires.

于本担保契约中，如担保人由两人或以上组成，任何提及担保人即指该等人士全体或任何一人或多人，除非上下文另有规定。

**2 GUARANTEE AS CONTINUING SECURITY 作为持续性抵押的担保** In consideration of the Company's agreement from time to time or at any time (i) to make available or grant credit facilities (including, without limitation, margin facility) or other financial accommodations; and/or (ii) to grant indulgence (whether time indulgence or otherwise), to the Borrower to such extent and for such terms as the Company may think fit, the Guarantor, **HEREBY UNCONDITIONALLY AGREES to PAY, SATISFY AND DISCHARGE** the Secured Obligations to the Company **ON DEMAND** in writing by the Company to the Guarantor without any deduction, set-off, counterclaim or withholding of whatsoever nature.

鉴于本公司同意不时或随时以其认为合适的范围及条款(i)向借款人提供或授出贷款便利(包括但不限于，保证金融资)或其他财务授信及/或(ii)给予宽限(不论是时间或其他宽限)，担保人谨此无条件地同意地于本公司向担保人作出书面付款要求时支付、满足及解除担保义务，且担保人不得作出任何性质的扣减、抵销、反申索或预扣。

**2.2** It is declared, agreed and acknowledged by the Guarantor that where any of the Secured Obligations shall cease to be valid and shall be unenforceable for any reason whatsoever, the Guarantor shall be liable to the Company as a principal debtor by way of indemnity for the same amount as that for which the Guarantor would have been liable had the Secured Obligations not been invalid or unenforceable.

担保人声称、同意及确认，当任何担保义务由于任何原因变得无效及不可执行时，担保人将以弥偿的方式以主要借款人身份承担该等款项，等同担保义务未有变得无效或不可执行。

**2.3** All money received or held by or paid to the Company hereunder may from time to time be converted into such other currency at the prevailing rate conclusively determined by the Company as the Company considers necessary or desirable to cover the Secured Obligations in that other currency for purchasing that other currency with the existing currency. The Guarantor shall be responsible for any exchange loss in connection with or associated with currency conversion hereunder.

所有本公司根据本担保契约收取或持有或支付予本公司的款项可不时以购买该等货币为目的按由本公司绝对酌情决定的当时的兑换率转换成本公司认为有需要或合适的该等货币并用以支付以该等货币为币别的担保义务。担保人须对与本担保契约项下的货币兑换有关或与其相关的任何汇兑所导致的损失负责。

**2.4** This Guarantee is and shall remain as a continuing security for the Secured Obligations to the Company at any time and shall not be satisfied, discharged or otherwise affected by any intermediate payment or satisfaction of whole or any part of sum which may then be due and owing by the Borrower to the Company.

本担保契约是及持续为一持续性的就借款人欠负本公司之担保义务的担保。本担保契约不会因缴付中间还款或清偿借款人欠下款项的全部或任何部份而视作已清偿。

**2.5** Save as otherwise determined in accordance with the provisions hereof, this Guarantee shall remain in full force and effect until all sums whatsoever payable by the Borrower to the Company have been finally paid and discharged in full.

除非根据本担保契约的条文终止本担保契约，本担保契约将维持全面及完全的效力，直至所有借款人对本公司的欠款最终全数得到清偿及解除为止。

**3 DEALING WITH BORROWER 与借款人交易** Without prior notice to and without consent of the Guarantor and without releasing, reducing or otherwise affecting the Guarantor's liabilities and obligations hereunder or the validity of the security hereby constituted, the Company is, in its absolute discretion, entitled to take any of the following actions:-

本公司可按其绝对酌情权在没有给予担保人事先通知及未获得担保人同意及在没有解除、减少或影响担保人于本担保契约项下之责任和义务或没有影响本担保契约设定的担保的情况下，采取下列任何行动：-

- (a) to terminate (whether in whole or in part), limit, grant, extend, vary or renew any credit facilities (including, without limitation, margin facility) or financial accommodations extended or made available to the Borrower; and/or  
取消(不论全部或部份地)、限制、授出、扩大、改动或再授予任何融资便利(包括但不限于，保证金融资)或贷款或财务授信予借款人；及/或
- (b) to release, discharge, settle or compound with, extend indulgence (whether monetary, time or otherwise indulgence) or other accommodation, to accept compositions from and make any other arrangements with the Borrower and/or any third party or any person liable jointly, severally or jointly and severally with or as surety of the Borrower or any other person; and/or  
解除、免除、与借款人及/或任何第三者作出和解或订立债务重整协议、提供宽限(不论是金钱、时间或其他方面的宽限)或其他安排、接受与借款人及/或任何第三者或其他与借款人共同、各别地或共同及各别地负责的人或作为借款人的担保人或其他任何人士进行债务重整或作任何其他安排人；及/或
- (c) to vary, exchange, renew, discharge, release, give up, abstain from perfecting and/or hold over any securities, indemnities, guarantees and/or any other undertaking or arrangement of similar nature (whether from the Borrower or any third party) in respect of the Secured Obligations.  
改动、交换、再授予、解除、免除、停止、放弃完成及/或持有任何抵押、赔偿、担保及/或任何其他性质类似的承诺或安排(不论是由借款人或任何第三者)就本担保契约所担保之担保义务所作出。

**4 CONCLUSIVE EVIDENCE 最终证据** A statement or certificate issued by any duly authorized officers of the Company in respect of the moneys and liabilities for the time being due or owing to the Company from or by the Borrower shall be conclusively binding on the Guarantor and conclusive evidence in any legal proceedings against the Guarantor in all competent courts of law.

由本公司之任何正式获授权人员就证明借款人当时欠下本公司之款项及负债所发出的结单或证书将对担保人具最终约束



力，并在任何具司法管辖权的法庭可作为起诉担保人的法律诉讼之终局性证据。

- 5 **ADDITIONAL SECURITY 额外担保** This Guarantee shall be in addition to and shall not prejudice or impair any other guarantee, indemnity or security in respect of the Secured Obligations whether provided by the Guarantor, the Borrower or any other third party and held by the Company from time to time.  
本担保契约项下的担保为一附加担保，并不损害或削弱为担保义务所作出的任何其他担保、弥偿或保证(不论是由担保人或借款人或任何其他第三者不时提供予本公司)。
- 5.2 This Guarantee and the Guarantor's liability and obligation hereunder shall not be affected or prejudiced by the invalidity, unenforceability, defect, imperfection, irregularity or informality of any other guarantee, indemnity, security or collateral (whether in whole or in part) held or to be held by the Company with respect to the Secured Obligations from time to time.  
本担保契约及担保人于本担保契约项下的责任或义务不会因为本公司就担保义务而不时持有或将持有的任何其他担保、弥偿、抵押或担保品(不论全部或其任何部份)的无效、不具执行性、具瑕疵、不完整、不正常或不正规而受到影响。
- 6 **ENFORCING OTHER MEANS OF PAYMENT 其他付款方式** The Company is entitled (but not obliged) to resort to any other means of payment of the Secured Obligations or any of them at any time and in any manner or order as the Company shall consider fit.  
本公司有权(但非必要)于任何时间及按其认为合适之任何形式或次序，诉诸任何担保义务的其他付款方式。
- 7 **SUSPENSE ACCOUNT 暂记账户** Any money received or held by or paid to the Company under this Guarantee may be placed to the suspense account for so long as it considers desirable or expedient without any obligation on the part of the Company to apply such money to make payment towards, or for discharge of, the Secured Obligations.  
任何根据本担保契约收取或持有或支付予本公司之款项，本公司如认为适当或适宜，有权将其存入一个暂记账户，而毋须承担运用此等付款或用于解除担保义务的责任。
- 8 **NO COMPETITION WITH THE COMPANY 不与本公司争利** In no circumstance, shall the Guarantor be in competition with or in priority to the Company to seek enforcement of repayment or to exercise any other rights or legal remedies of whatsoever nature which may from time to time accrue to the Guarantor in respect of any amount which may have been paid by the Guarantor to the Company under this Guarantee. In particular, without limitation, the Guarantor shall not make any claim against the Borrower or any co-surety or their respective estates nor make any claim in the bankruptcy or liquidation proceedings of the Borrower or any co-surety nor enforce any security or collateral from or against the Borrower or co-surety.  
于任何情况下，担保人不得以与本公司竞争权利或优先于本公司的方式就担保契约项下不时支付予本公司的款项寻求偿还或行使任何其他权利或法律补救。特别是及不限于，担保人不会向借款人或共同担保人或共同担保人的遗产代理人作出任何申索；亦不得向借款人或任何共同担保人的破产或清盘程序中进行任何申索；亦不得向借款人或共同担保人行使任何抵押或担保品。
- 9 **SET-OFF AND LIEN 抵销及留置权** In addition and without prejudice to any general lien or other right and remedy provided to the Company by laws or equity, the Company may at any time, without prior notice to the Guarantor:-  
除法律或衡平法赋予本公司可享有之任何一般留置权或凌驾性权利外及不损害上述一般留置权或其他权利及救济的情况下，本公司可于任何时间内，在没有事先通知担保人之情况下作出下列作为： -
- (d) to set off, consolidate, appropriate and apply any credit balance on any account (whether subject to notice or not, whether matured or not and whether in the Guarantor's name alone or in the name jointly with others) in any currency of which the Guarantor is beneficially entitled and established with the Company or the Associate (if any) against or on account of all or any liabilities of the Guarantor to the Company hereunder and for such purpose; and  
抵销、合并、划拨及动用担保契约项下本公司或联营公司(如有)开立之帐户中(不论是否须作出通知，已到期或以担保人名义开立或与其他人士联名共同开立)不时实益拥有之任何货币结余数抵偿根据本担保契约项下文，担保人对本公司所欠负的所有或任何负债；及
- (e) if any sum is due to be paid but remains unpaid hereunder, to retain all or any securities, collateral, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Company for or in the name of the Guarantor whether for safe custody or otherwise purpose and to sell, deal with, exchange, or dispose of the same (whether in whole or in part) at such price and upon such terms as the Company shall conclusively consider fit by way of public auction, private treaty, tender or otherwise as conclusively determined by the Company and for such purpose, the Company is entitled to retain such agent or broker therefor and apply the proceeds thereof to pay, set off or discharge any or all sums owing hereunder after first deducting all costs and expenses.  
如果本担保契约项下有任何款项应付未付，本公司可保留存放于本公司或本公司代担保人或担保人之名义保管之全部或任何及位于任何地方的抵押品、担保品、贵重物品或任何其他财产，并以本公司为此目的厘订之价格及指定的条款，透过公开拍卖、私人条约、投标或其他本公司绝对酌情决定的方式出售、处理、转换或处置有关物品(不论是全部或部份)。此外，本公司有权为此绝对酌情委托代理人及经纪人，并将出售所得之款项首先扣除所有开支及费用，然后将之支付、抵销或解除本担保契约项下所欠之任何或全部款项。
- 10 **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 陈述、保证及承诺** The Guarantor (jointly and severally in case of the Guarantor consisting of two or more persons) represents and warrants to and undertakes with the Company as follows:-  
担保人(如果担保人由两个或更多人组成，则应共同地或各别地)向本公司陈述、保证及承诺下列事项： -
- (f) (applicable to corporate Guarantor only) the Guarantor is duly incorporated and validly existing under the laws of the Guarantor's place of incorporation as a limited liability company with full power, authority and legal capacity to carry on

the Guarantor's business as the Guarantor is now being carried on and to own the Guarantor's property and assets;  
(仅适用于公司担保人)其是依法人组织所在地之法律合法成立且有效存在之有限责任公司，且有完整权力、权限及行为能力经营其现在所进行之业务，并得拥有财产及资产；

- (g) the Guarantor has all legal power and authority to enter into and perform all the Guarantor's obligations under this Guarantee and any transaction contemplated hereunder and no limitation on the Guarantor's powers or (applicable to a limited company only) the powers of the Guarantor's directors will be exceeded by doing so;  
其拥有所有合法权力及权限签订及履行本担保契约及依此所为之交易中之所有义务，且其权力并无任何限制或(仅适用于有限公司)依此之行为将优于其董事之权力；
- (h) the obligations of the Guarantor under this Guarantee are direct, general and unconditional obligations;  
担保人于本担保契约的责任是直接、全面及无条件的责任；
- (i) the execution and delivery of, and the performance of the provisions of this Guarantee by the Guarantor do not (i) contravene any existing law or direction applicable to the Guarantor, or (ii) contravene any contractual restriction binding on the Guarantor, or (iii) create or result in or (except as may be provided herein) oblige the Guarantor to create any incumbrance on the whole or any part of his assets;  
担保人执行、交付及履行本担保契约项下各条款均不会(i)触犯任何适用于担保人的现行法律或指令，或(ii)违反任何约束担保人的合约限制，或(iii)产生、导致或迫使担保人的全部或任何部份资产设置任何产权负担(于本担保契约设置者除外)；
- (j) the Guarantor has not been in default under any law, rule, regulation, directive, direction, consent, agreement or obligation applicable to the Guarantor which could have a material adverse or prejudicial impact on him;  
不存在具重大负面或不利的影响的违反任何适用于担保人的法律、规则、规例、指令、指示、同意或义务事项；
- (k) except for those expressly disclosed in writing to the Company prior to the date of this Guarantee, no litigation, arbitration or administrative proceedings are currently commencing, outstanding or pending or, to the Guarantor's knowledge, outstanding, pending or threatened, which might, if adversely determined, have a material adverse or prejudicial effect on the assets, business or financial condition of the Guarantor or his ability to perform the Guarantor's obligations under this Guarantee or discharge any of the Secured Obligations;  
除已于本担保契约日期之前已书面披露予本公司者外，不存在或就担保人所知，不存在正在进行、仍然未决或未了结，且如作出不利裁决，将可能对担保人之资产、营业或财务状况或担保人履行其于本担保契约之义务或解除任何担保义务有重大负面或不利的影响的诉讼、仲裁或行政程序；
- (l) (applicable to corporate Guarantor only) neither the Guarantor nor any of the Guarantor's Associate is in default with respect to any material financial commitment or obligation including, without limitation, any guarantee indemnity bond or obligation of similar nature or in breach of any agreement or arrangement or statutory or other legal requirement to an extent or in a manner which might have a material adverse or prejudicial effect on the business assets or financial condition of the Guarantor and any of the Guarantor's Associate taken as a whole;  
(只适用于公司担保人)担保人或其任何联营公司概无可能造成任何重大财务承担或责任具有类近性质（包括但不限于，任何弥偿担保债券或类似责任）之违责，概无可能违反任何协议或安排或法例或其他法律规定，以致或违反方式可能对担保人或其联营公司整体的业务资产或财务状况造成重大负面或不利的的影响；
- (m) (applicable to corporate Guarantor only) neither the Guarantor nor any of the Guarantor's Associate is involved in any action, suit, arbitration or proceeding nor to its knowledge in any such action, suit, arbitration or proceeding outstanding, pending or threatened which has or could have a material adverse or prejudicial effect on the business assets or financial condition of the Guarantor and any of the Guarantor's Associate taken as a whole;  
(只适用于公司担保人)担保人或其任何联营公司概未牵涉入任何诉讼、讼案、仲裁或法律程序，且据担保人所知，概无任何该等仍然未决、待决或威胁诉讼、讼案、仲裁或法律程序对担保人或其联营公司整体业务资产或财务状况已造成或可能造成重大负面或不利的的影响；
- (n) all necessary governmental authorizations, permits, consents or licenses (if any) for the Guarantor to execute this Guarantee or to perform his obligations hereunder have been obtained and remain in full force, validity and effect, and, as of the date of this Guarantee, no further governmental or other authorizations, permits, consents or licenses are necessary for the execution of this Guarantee or performance by the Guarantor of his obligations hereunder; and  
就执行本担保契约而言，担保人已取得所有官方批准、准许、同意或牌照(如有)并完全有效，于本担保契约当日，担保人毋须任何政府的或其他的批准、准许、同意或牌照以签署本担保契约及履行其项下的责任；及
- (o) all information (whether financial, personal or otherwise) provided to the Company by the Guarantor are update, true, complete and accurate in all material respects, not misleading and has disclosed all material facts, and all reasonable enquiries have been made to verify the facts contained therein, and there are no other facts the non-disclosure of which would make any fact or statement therein misleading and untrue and any assumptions, prediction, forecasts or projections contained in such information were fairly, reasonably and honestly made.  
所有由担保人提供予本公司的资料(不论是财务、个人或其他资料)，于所有重大方面均属更新、真实、完整及正确，不具误导性及并已经披露所有重要事实；及已进行所有查询，以核实所有资料载列的事实。不存在未有披露足以令任何事实或陈述变得具误导性及不真实的其他事实及此等资料载列的任何假设、预估、预测或推测均公平地、合理地及真诚地作出。

have been unconditionally paid and discharged in full, the Guarantor shall not be entitled to share in any security held or money received or receivable by the Company on account of that balance or to stand in the place of the Company in respect of any security or money.

在借款人无条件地偿付予本公司所有其债项及负债之款项前，担保人无分分享由本公司持有的任何抵押品、由本公司收取的款项或应收款项，亦不得就任何抵押品或款项取代本公司的地位。

- 12 **DISCHARGE CONDITION解除条件** The Guarantor agrees and acknowledges that any release, discharge or settlement between the Company and the Guarantor shall be subject to the conditions that no security, disposition or payment to the Company by the Borrower, the Guarantor or any other party is avoided or reduced pursuant to any provisions or enactment relating to insolvency laws. Where the conditions in this clause shall not be fulfilled in full, the Company shall be entitled at any time to enforce this Guarantee subsequently as if such release, discharge or settlement had not made.

担保人同意及确认，本公司与担保人之间任何之免除、解除或和解之条件为由借款人、担保人或任何其他人士提供予本公司之抵押品、产权处置或款项没有因任何有关偿付能力法律的条文或成文法则而失效或减少。当未能完全符合本条款的条件，本公司其后有权于任何时间强制执行本担保契约，等同该等免除、解除或和解从未发生。

- 13 **INVALIDITY OF DEBTS 债项失效** If any obligation or liability of the Borrower due and owing to the Company which if valid would have constituted the Secured Obligations (or any part thereof) is not or cease to be valid or enforceable against the Borrower on any ground whatsoever whether or not known to the Company including, without limitation, any illegality, irregularity or defect in or want of powers of the Borrower or improper exercise thereof or want of authority by any person purporting to act on behalf of the Borrower or any legal or other limitation, disability incapacity or any change in the constitution of or any amalgamation reconstruction reorganization or liquidation of the Borrower, the Guarantor shall nevertheless be liable to the Company in relation to that obligation or liability as if the same were fully valid and enforceable and the Guarantor were the principal debtor in respect thereof. The Guarantor shall indemnify and keep indemnified the Company from and against all damage loss, proceedings, actions, demands, costs and expenses arising from or in connection with any failure or neglect on the part of the Borrower to perform any such obligation or discharge any such liability.

假若借款人对本公司有应付或结欠的任何债项或责任，如有效将构成担保义务(或其中任何部分)，并因任何理由(包括但不限于任何违法情况、违规情况、借款人权力的限制或缺陷、不合规的权利行使、任何疑似代表借款人行事的人士欠缺授权、任何法律或其他限制、任何无行为能力或无履行职务能力的情况、借款人的合并、重建、重组或清盘)失效、不再有效或不可向借款人执行或追讨，则不论本公司是否知悉相关理由，担保人仍须就该等债项及/或责任向本公司负责，犹如该等债项及/或责任完全有效及可执行及担保人是有关债项及/或责任的借款人。担保人须向本公司弥偿因借款人未能履行义务或责任而招致的所有损害、损失、诉讼、行动、要求、成本及开支。

- 14 **NOTICE 通知** Every notice, demand, communication, originating process or other court document and order under this Guarantee shall be in writing and may, without prejudice to any other form of delivery, be delivered or serve personally or sent by post or transmitted by fax or electronic mail.

本担保契约项下的所有通知、要求、通讯、原诉法律程序文件、其他法院文件或命令，需以书面发出及在不损害任何其他递送方式的情况下以专人送达、邮寄、传真或电邮发出。

- 14.2 In the case of posting, the envelope containing the notice, demand, communication, originating process or other court document and order under this Guarantee must be addressed to the intended recipient at the last known address of that party and must be properly stamped or have the proper postage prepaid for delivery or service by the most expeditious service available and, in the case of a fax or electronic mail, the transmission must be sent to the intended recipient at the authorized or designated number or electronic mail address of that party.

如果以邮寄发出，载有该等通知、要求、通讯、原诉法律程序文件、其他法院文件或命令的信封必须填上预期收件人的最后为人所知的地址及贴上适当邮票或预付适当的邮资及由可用的最迅速邮递供应商发出。如果以传真或电邮发出，必须传送到预期收件人授权或指明的传真号码或电邮地址。

- 14.3 No change in any particulars of the Guarantor will be effective unless and until the Company has actually received notice of change in respect thereof.

除非及直至本公司实际地收到担保人更改任何资料的通知，否则该等更改没有效用。

- 14.4 A notice, demand, communication, originating process or other court document and order will be deemed to have been duly served, given and received:-

任何通知、要求、通讯、原诉法律程序文件、其他法院文件或命令于下列情况被视作妥为送达及收到：-

- (p) in case of personal delivery, upon delivery;  
如以专人送达，在送达的时候；
- (q) in the case of posting, on the second day (or seventh day if overseas) after the day of posting;  
如以邮寄送达，在寄出后的第2日(如海外地区则指寄出后的第7日)；
- (r) in the case of a fax, on the date and at the time of the completion of the transmission to the specified facsimile machine provided that the transmitting facsimile machine has received and printed out a report confirming receipt or if the day of transmission is not a Business Day, on the next Business Day; and  
如以传真传送，如果传真机收到传真及列印报告确认已收受传真，则指完成传真的日期及时间。如果收到传真的日期为非营业日，则应视为于下一个营业日收到；及
- (s) in the case of an electronic mail, on the date and at the time of the completion of the transmission to the authorized or designated electronic mail box or if the day of transmission is not a Business Day, on the next Business Day.

如以电子邮件传送，在完成传送到授权或指定的电子邮箱的日期及时间。如果传送电子邮件的日期为非营业日，则应视为于下一个营业日收到。

- 15 PROCESS AGENT 接受法律令状代理人** The service of any process connected with proceedings in the Hong Kong courts and relating to this Guarantee will be deemed to have been validly served on the Guarantor if it is received by the process agent whose name and present address are set out in **Part III of Schedule 1** hereto and service will be deemed to have been acknowledged by the Guarantor if it is acknowledged by the process agent. For the avoidance of doubt, the Company is entitled to serve any process (whether originating process or otherwise) and court document and order by way of any other means permitted by laws.

有关香港法庭司法程序及有关本担保契约之任何文件之送达，如其已由姓名及现时地址载列于附表1之第3部份之送达代收人所收受，应被视为已合法送达予担保人，且如其已由送达代收人所知悉则应被视为已为担保人所知悉。为免生疑问，本公司有权通过法律允许的任何其他方式送达任何程序（无论是原诉法律程序或其他程序）以及法院文件和命令。

- 16 NON WAIVER 非弃权** No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Company of any right, remedy, power or privilege hereunder shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by the Company. 本公司不行使或迟延履行任何权力、权利或特权不应视为放弃有关权力、权利或特权。单一地或部份地行使不应视为放弃有关权力、权利或特权。单一地或部份地行使有关权力、权利或特权应不排除进一步行使或执行或以其他方式行使或执行任何其他有关权力、权利或特权。本担保契约赋予本公司的权利及补救方法是累加的及将附加于法律或本公司持有的其他文件所赋予的权利或补救方法以外。

- 17 SEVERABILITY 各自独立性** Each of the provisions of this Guarantee shall be severable and distinct from the others and if one or more of such provisions is invalid or unenforceable, the legality, validity or enforceability of the other remaining provisions shall in no way be affected or impaired thereby.

本担保契约项下每一条条文均独立于其他条文。即使一条或多条条文变得无效或不可执行，其他的条文的合法性、有效性或可执行性均不会受到影响或损害。

**18 JOINT AND SEVERAL LIABILITY 共同及各别责任**

- 18.1** In the event of the Guarantor comprising two or more persons, the obligations and liabilities of such persons for the purpose of the Secured Obligations are intended to be joint and several provided however that each such person shall be held fully liable and responsible for complying with the obligations contained in this Guarantee even if this Guarantee cannot be enforced against any one or more of such persons on any ground of whatsoever nature including, without limitation, any legal or other limitation, disability, incapacity or want of authority or irregular exercise thereof. Any demand for payment made by the Company to any one or more of the persons so jointly and severally liable hereunder shall be deemed to be demand made to all such persons. None of such persons are entitled to any of the rights and remedies of a surety as regards the rights, obligations and liabilities of any other such person. The Company shall be entitled to deal separately with any one or more of such persons on any matter and without notice or consent from the others to release, compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or make other arrangements with any one or more of such persons without prejudicing or affecting the Company's rights and remedies against any such other person(s).

如果担保人由两人或以上组成，则该人士对担保义务的义务及责任应为共同承担，但是，即使本担保契约因任何性质的原因，包括但不限于，任何法律或其他限制、无效、无行为能力或缺乏权限或未合法行使等原因而未能对其任何一人或多数人执行时，各人士仍应完整负责及负担遵守本担保契约之义务。本公司对根据本担保契约负连带责任之任何一人或多数人之为任何付款要求应视为已对所有人为此要求。任何人均无权就其他各该人之权利、义务及责任，主张为其任何权利或补救之保证。本公司得分别对其一人或多人就任何事项且不经通知或其他人之同意，在不损害或影响本公司对任何其他人之权利及补救之前提下，对任何一人或多人解除、混合、以其他方式变更或同意变更其责任、给予时间或延展、或与之进行其他安排。

**19 PERSONAL DATA AND INFORMATION 个人资料及资讯**

- 19.1** The Guarantor confirms, declares and acknowledges that to the best of his knowledge all the information (including his personal data and financial information) he has given to the Company in relation to this Guarantee is true, accurate, updated and complete in all respects.

担保人确认、声明及明白其就本担保契约向本公司提供的全部资料(包括个人资料和财务资料)于各方面均属真实、准确、最新及完整。

- 19.2** The Guarantor shall inform the Company as soon as possible in writing of any changes to any information he has given the Company under, or with respect to, this Guarantee.

如担保人就本担保契约向本公司提供的任何资料有改变，担保人将尽快书面知本公司。

**20 DISCLOSURE OF INFORMATION 披露资料**

- 20.1** The Guarantor agrees to allow the Company to disclose his information or data, subject to the provisions of Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”) (in the case of personal information or data), to those persons and for those purposes as expressly specified in the Company's “CIRCULAR TO CLIENTS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE” issued from time to time relating to the Ordinance, a copy of which has been made available to the Guarantor, or in any other agreement with the Guarantor and the receipt thereof is acknowledged by the

Guarantor.

担保人同意容许本公司披露其资料或资讯。对于担保人的个人资料或资讯，担保人同意容许本公司在《个人资料(私隐)条例》香港法律(第486章)(下称「**该条例**」)的规限下，向本公司就该条例不时公布的「《个人资料(私隐)条例致客户通知》」中所提及的人士及目的或按照担保人与本公司订立的任何其他协议披露担保人的资料及担保人确认已获取一份上述通告的副本。

## **21 THIRD PARTY RIGHTS 第三方权利**

21.1 Without prejudice to clause 21.3, a person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “**Third Parties Ordinance**”) to enforce the rights under or to enjoy the benefit of any term of this Guarantee.

于不损害第21.3条款的情况下，当一名人士并非本担保契约的当事人，则其于《合约(第三者权利)条例》(香港法律第623章)(下称「**第三者条例**」)项下并无权力执行或享有本担保契约项下任何条文的利益。

21.2 Notwithstanding any provision contained herein, the consent of any person who is not a party to this Guarantee is not required to rescind or vary this Guarantee at any time.

尽管本担保契约的任何条文，于任何时候撤销或修订本契据毋须取得非本担保契约的当事人之同意。

21.3 Any director, officer, employee, affiliate or agent of the Company may, by virtue of the Third Parties Ordinance, rely on any provision herein (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

所有本公司的董事、主管人员、员工，附属机构或代理可以，凭借第三者条例，依赖明确赋予该等人士的权利或权益之任何本担保契约项下的条文(包括但不限于，任何弥偿、限制或责任的豁免)。

## **22 ASSIGNMENT**

22.1 The Guarantor shall not assign any of his rights, obligations or liabilities hereunder.

担保人不可转让其在本担保契约项下之任何权利、义务或责任。

22.2 The Company may at any time assign, novate or transfer (as the case may be) all or any of its rights or benefits hereunder and in that event the assignee shall have the same rights or benefits against the Guarantor as it would have had as if the assignee or transferee had been a party hereto and the Guarantor hereby waives and forgoes all his rights, if any, to challenge the validity of any such assignment, novation or transfer. The Guarantor hereby undertakes to take all necessary actions and execute all documents reasonably required by the Company in connection with any such assignment, novation or transfer. The Company may disclose to a potential assignee or transferee or other persons with whom it may propose contracting any information about the Guarantee.

本公司随时均可转让、代偿及/或移转(视乎情况而定)于担保契约项下之所有或任何权利、利益或义务予任何人。于此情况下，受让人就对担保人而言拥有本公司拥有的同等权利及权益，等同受让人为本担保契约的当事人一样。担保人谨此放弃其所有质疑任何该等转让有效性的权利。担保人兹承诺，根据本公司合理要求而采取所有必要之行为及签署所有与任何此类转让、代偿或移转所需之文件。本公司可对潜在受让人或其他可能计画缔约者披露任何有关本担保契约的资料。

## **23 LANGUAGE 语言**

23.1 The Chinese translation is for reference purposes. In case of conflict between the English version and the Chinese version, the Company and the Guarantor agree that the English version shall prevail.

中文译本仅作参考之用。如果本担保契约中英两种语文版本之间存在差异，本公司及担保人均同意以英文版本为准。

## **24 GOVERNING LAW AND JURISDICTION 法律及司法管辖权**

24.1 This Guarantee shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the Hong Kong Courts. The Guarantor agrees that the rulings, orders, decisions and/or judgments of the courts of Hong Kong are final and conclusive.

本担保契约受香港法律管辖并按香港法律进行解释。担保人不可撤销地接受香港法院对本担保契约的专属管辖权所管辖。担保人同意，香港法院的裁定、命令、决定及/或裁决是最终及不可推翻的。

*[本页其余部分刻意留为空白]  
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**The Schedule I Above Referred To**

**附表 1**

**Part I**

**第一部份**

**Particulars of the Guarantor**

**担保人详细资料**

Name(s) of Guarantor: 担保人名称:	
Registered Office / Residential Address: 注册地址 / 住宅地址:	
Company Registration No./ID No./Passport No.: 公司注册编号/身份证号码 或护照号码:	
Nationality (if the Guarantor is a natural person): 国籍 (如担保人为自然人):	
Telephone No.: 电话号码:	
Fax No.: 传真号码:	
E-Mail Address: 电邮地址:	

**Part II**

**第二部份**

**Particulars of the Borrower**

**借款人详细资料**

Name(s) of Borrower: 借款人名称:	
Registered Office / Residential Address: 注册地址 / 住宅地址:	
Company Registration No./ID No./Passport No.: 公司注册编号/身份证号码 或护照号码:	
Nationality (if the Borrower is a natural person): 国籍 (如借款人为自然人):	
Telephone No.: 电话号码:	
E-Mail Address: 电邮地址:	
Borrower's Account(s): 借款人帐户(s):	

**The Schedule I Above Referred To**

**附表 1**

**Part III**

**第三部份**

**Particulars of the Process Agent**

**接受法律令状代理人详细资料**

Name(s) of Process Agent: 接受法律令状代理人名称:	
Registered Office / Residential Address: 注册地址 / 住宅地址:	
ID No./Passport No.: 身份证号码或护照号码:	
Nationality (if the Process Agent is a natural person): 国籍 (如法律令状代理人为 自然人):	
Telephone No.: 电话号码:	
E-Mail Address: 电邮地址:	

**The Schedule II Above Referred To**

**附表 2**

If there is no Specified Amount, the Guarantor is obliged to pay all monies owing by the Borrower to the Company .  
如无指明金额，担保人有责任支付所有借款人拖欠本公司的款项。

Specified Amount: 指明金额:	<b>HONG KONG DOLLARS [</b>  港币[ ]元正
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IN WITNESS whereof the Guarantor has hereunto set his hands and seals the day and year first above written.  
本担保契约按首端所述日期由担保人签订以兹证明： -

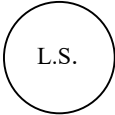
**Guarantor’s Declarations 担保人声明**

The Guarantor hereby declares and acknowledges that prior to the signing of this Guarantee, the Guarantor has been asked to read the “Importance Notice to the Guarantor” on the front page of this Guarantee and fully understands the contents thereof. Further, the Guarantor is reminded that he must seek independent legal advice on the terms of this Guarantee before signing this Guarantee.

担保人声明及确认于签署本担保契约前，已获邀请细阅载列于本担保契约首页的「致担保人的重要通知」及完全明白该内容。此外，担保人亦已被提醒于签署本担保契约前须就本担保契约的条款寻求独立的法律意见。

(applicable to individual Guarantor 仅适用于个人担保人)

EXECUTED as a DEED and SIGNED )  
by the Guarantor )  
in the presence of:- )



Name:

Position:

以契约形式及经担保人签署 )  
于见证人席前签署： - )

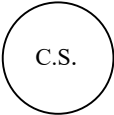
姓名:

职位:



(applicable to corporate Guarantor 公司担保人适用)

EXECUTED as a DEED )  
and SIGNED by [name], )  
for and on behalf of the Guarantor, )  
duly authorized by its Board of Directors )  
in the presence of:- )



Name:  
Position:

以契约形式及经[担保人名称]的董事局妥为 )  
授权，由[ ] )  
代表[担保人名称]签署 )  
于见证人席前签署： - )

姓名：  
职位：

**客户风险级别对照表**  
**Client Risk Category Checklist**

帐户名称Account Name: \_\_\_\_\_ 帐户号码Account No.: \_\_\_\_\_

联名账户的风险级别将依照较高风险级别的一位账户持有人厘定。  
The risk level of joint account will be determined according to the account holder with higher risk level.

客户风险级别对照表 Client Risk Category Checklist			
风险水平 Risk Level	低 LOW	中 MEDIUM	高 HIGH
风险评估 Risk Assessment	<input type="checkbox"/> 金融机构 ("FI") <sup>1</sup> Financial Institution <sup>1</sup>  <input type="checkbox"/> 投资公司 <sup>2</sup> Investment Vehicle <sup>2</sup>  <input type="checkbox"/> 上市公司(在任何证券市场) Listed companies (listed on any stock exchange)  <input type="checkbox"/> 政府及公共机构 <sup>3</sup> Government and public body <sup>3</sup>  <input type="checkbox"/> 律师的当事人账户 Solicitor's Client accounts  <input type="checkbox"/> 其他 (请注明): Others (Please specify)	<input type="checkbox"/> 个人客户 <sup>4</sup> Individual clients <sup>4</sup>  <input type="checkbox"/> 私人有限公司* Limited private companies* (没有董事、股东或实益拥有人为政治人物) (with no director(s), shareholder(s) or beneficial owner(s) as PEPs)  <input type="checkbox"/> 合伙* Partnership* (没有合伙人为政治人物) (with no partner(s) as PEPs)  <input type="checkbox"/> 独资企业、会社、会所、社团、合作社和公积金社团* Sole proprietorships, associations, clubs, societies, co-operative and provident societies* (没有实益拥有人为政治人物) (with no PEP as the beneficial owner)  <input type="checkbox"/> 信托账户* Trust accounts*  <input type="checkbox"/> 其他 (请注明): Others (Please specify)	<input type="checkbox"/> 完全没有为「身份识别的目的」而进行面对面会面的客户(不包括通过获证监会认可的第三方见证人例如其他持牌人或注册人、持牌人或注册人的联系人士、太平绅士或专业人士例如银行分行经理、执业会计师、律师、公证人或特许秘书见证客户协议的签署和核实身份证明文件;及/或使用获得《电子交易条例》(第553章)认可的验证服务,例如由香港邮政所提供的验证服务或有些在香港以外的核证机关所发出的电子签署证书(「认可的签署证书」)已取得获香港特区政府认可的证书互认资格作为核实客户身分之用)完全没有为「身份识别的目的」而进行面对面会面的客户 Client has not been present for face-to-face interview/meeting for "identification purpose" (excluded through those eligible third party witnesses such as any other licensed or registered person, an affiliate of a licensed or registered person, a JP (Justice of the Peace), or a professional person such as a branch manager of a bank, certified public accountant, lawyer, notary public or chartered secretary to witness the signing of the client agreement and sighting of related identity documents; and certification services that are recognized by the Electronic Transactions Ordinance (Cap. 553) (ETO), such as the certification services available from the Hongkong Post or certification authorities outside Hong Kong whose electronic signature certificates ("recognised signing certificates") have obtained mutual recognition status accepted by the HKSAR government for client identity verification)  <input type="checkbox"/> 政治人物(「PEPs」) <sup>5</sup> 及经评估后被认为高风险的本地政治人物及与其关系密切的人 Politically Exposed Persons ("PEPs") <sup>5</sup> and local Politically Exposed Persons who are regarded as high risk after our assessment and their close associates  <input type="checkbox"/> 机构内有董事、股东或实益拥有人为政治人物(「PEPs」) <sup>5</sup> (如为本地政治人物,则金融机构、由金融机构或对等司法管辖区的金融机构执行尽职调查的投资公司及上市公司除外) Companies with director(s) or shareholder(s) or beneficial owner(s) as PEPs <sup>5</sup> (Financial Institution, investment vehicle whose CDD measures are carried out by Financial Institution or Financial institution in equivalent jurisdiction and listed companies are excluded if the PEP is a local PEP.)  <input type="checkbox"/> (个人帐户)从事现金密集型业务包括赌场、桑拿、军事部门、当铺、珠宝商、兑钱商和货币汇兑业的个人,并其职业/职位是具有控制权的员工(例如高级管理人员)或具有控制权的拥有者 (For Individual Account) Individuals whose occupation/position is personnel having controlling power (e.g. Senior Management) or owner having controlling interests and is involved in cash intensive business such as casinos, sauna, military sector, pawnshop, jeweler, money changer and remittance agencies  <input type="checkbox"/> (公司帐户)从事现金密集型业务包括赌场、桑拿、军事部门、当铺、珠宝商、兑钱商和货币汇兑业的机构 (For Corporate Account) Companies who are involved in cash intensive business such as casinos, sauna, military sector, pawnshop, jeweler, money changer and remittance agencies  <input type="checkbox"/> 经本公司的国家风险评估后,机构所成立的国家被界定为没有足够「FATF 特别组织」管制法规的国家 <sup>6</sup> Companies whose place of incorporation is in countries with insufficient FATF regulations after internal country risk assessment <sup>6</sup>  <input type="checkbox"/> 其他 (请注明): <sup>7</sup> Others (Please specify) <sup>7</sup>
	分类结果 <sup>8</sup> : Classification Result <sup>8</sup> :	<input type="checkbox"/> 低 LOW	<input type="checkbox"/> 中 MEDIUM
合适的客户尽职审查 Possible Customer Due Diligence	简化客户尽职审查 <sup>9</sup> Simplified Due Diligence <sup>9</sup> ("SDD")	客户尽职审查 Customer Due Diligence ("CDD")	严格客户尽职审查 Enhanced Due Diligence ("EDD")
其他意见 Other Comments:			

\*被财务行动特别组织 ("特别组织") (www.fatf-gafi.org) 或对等司法管辖区管制, 并经本公司界定为非高风险。

\*Regulated by Financial Action Task Force ("FATF") (www.fatf-gafi.org) or FATF equivalent jurisdictions which are internally assessed to be non-high risk.

请提供以下资料可选多项 Please provide the following information You can select more than one option:

资产/ 资金来源 Source of Wealth

☐ 投资 Investment ☐ 薪金 Income ☐ 存款 Savings ☐ 遗产 Inheritance ☐ 租金 Rental ☐ 其他 请注明 Others Please specify)

资产 / 资金来源地 Origin of Source of Funds:

☐ 内地 Mainland ☐ 香港 Hong Kong ☐ 澳门 Macau ☐ 台湾 Taiwan ☐ 其他(请注明) Others (Please specify)

备注意见 Remarks/Comments		
由持牌代表填写 By licensed representative	(姓名及中央编号 Name and CE No.)	日期: Date:
由法律合规部主管/洗钱报告主任/销售部门主管/获授权人批核 By the Head of Legal and Compliance Department/MLRO/ Head of Sales Department/ Authorized Signor		日期: Date:

- 备注 Remarks:**
1. «打击洗钱及恐怖分子资金筹集条例»所界定的金融机构, 或在同等司法管辖区成立或设立, 而所经营之业务又与金融机构所经营的相类似的金融机构。  
*Being regarded as a Financial Institution by the Anti-Money Laundering and Counter-Terrorist Financing Ordinance, or an institution that is incorporated or established in an equivalent jurisdiction and carries on a business similar to that carried on by a financial institution.*
2. 而负责就该投资公司的所有投资者执行与客户尽职审查措施相类似的措施的人属—  
(i) 金融机构;  
(ii) 符合以下说明的在香港或同等司法管辖区成立或设立为法团的机构—  
i. 设有措施, 以确保与根据《打击洗钱及恐怖分子资金筹集条例》附表2所施加的规定相类似的规定获遵从; 及  
ii. 在有否遵从该等规定方面, 受到监管;  
*where the person responsible for carrying out measures that are similar to the CDD measures in relation to all the investors of the investment vehicle is-*  
(i) an Financial Institution;  
(ii) an institution incorporated or established in Hong Kong, or in an equivalent jurisdiction that-  
i. has measures in place to ensure compliance with requirements similar to those imposed under Schedule 2 of the 《Anti-Money Laundering and Counter-Terrorist Financing Ordinance》; and  
ii. is supervised for compliance with those requirements.
3. 香港政府及其公共机构, 或同等司法管辖区的政府或在同等司法管辖区执行与公共机构的职能相类似职能的机构。  
*The Government or any public body in Hong Kong, or the government of an equivalent jurisdiction or a body in an equivalent jurisdiction that performs functions similar to those of a public body.*
4. 包括有为「身份识别的目的」而在香港以外的地方进行面对面会面的客户。  
*Including client who has been physically present outside Hong Kong for identification purposes.*
5. 外地政治人物为在中华人民共和国以外地方担任或曾担任重要公职的个人; 而本地政治人物即为在中华人民共和国以内地方担任或曾担任重要公职的个人。如客户为本地(中华人民共和国以内地方)政治人物, 应进行风险评估, 以断定该人是否涉及较高的洗钱/恐怖分子资金筹集风险。  
*Foreign politically exposed person (PEP) is an individual who is or has been entrusted with a prominent public function in a place outside the People's Republic of China; and domestic politically exposed person is an individual who is or has been entrusted with a prominent public function in a place within the People's Republic of China. If client is a domestic PEP, risk assessment will be carried out to determine if he/she is high risk in money laundering/terrorist financing.*  
政治人物名称 : \_\_\_\_\_  
*Name of the PEP*  
与客户之关系 : \_\_\_\_\_  
*Client's relationship with the PEP*  
政治人物职衔 : \_\_\_\_\_  
*Title of the PEP*  
主要负责工作 : \_\_\_\_\_  
*Major responsibilities of the PEP*  
风险评估结果及原因 : \_\_\_\_\_  
*Result of the Assessment and Reason*
6. 以下国家的客户均需被列为高风险水平:  
*Clients from below Countries must be classified as High Risk:*
- |                                       |                                  |                 |                                   |
|---------------------------------------|----------------------------------|-----------------|-----------------------------------|
| Algeria 阿尔及利亚                         | Democratic Republic of the Congo | Libya 利比亚       | Sudan 苏丹                          |
| Angola 安哥拉                            | 刚果民主共和国                          | Mali 马里         | Syria 叙利亚                         |
| Afghanistan 阿富汗                       | Guiné-Bissau 几内亚比绍               | Monaco 摩纳哥      | Venezuela 委内瑞拉                    |
| Bolivia 玻利维亚                          | Haiti 海地                         | Mozambique 莫三比克 | Vietnam 越南                        |
| Bulgaria 保加利亚                         | Iran 伊朗                          | Myanmar 缅甸      | Virgin Islands (UK) 英属维京群岛        |
| Burkina Faso 布吉纳法索                    | Iraq 伊拉克                         | Namibia 纳米比亚    | Yemen 也门                          |
| Cameroon 喀麦隆                          | ISIL and Al-Qaida 伊黎伊斯兰国及基地组织    | Nepal 尼泊尔       | Crimea, Donetsk & Luhansk regions |
| Central African Republic 中非共和国        | Kenya 肯亚                         | Nigeria 尼日利亚    | 克里米亚、顿涅茨克和卢甘斯克地区                  |
| Côte d'Ivoire 象牙海岸                    | Lao People's Democratic Republic | Somalia 索马里     |                                   |
| Democratic People's Republic of Korea | 寮人民民主共和国                         | South Africa 南非 |                                   |
| 朝鲜民主主义人民共和国                           | Lebanon 黎巴嫩                      | South Sudan 南苏丹 |                                   |
7. 如在Dow Jones Risk Database等公开数据库内找寻到有关客户洗钱/恐怖分子资金筹集等负面新闻。  
*For example, negative news has been found in public database such as Dow Jones Risk Database relating to money laundering/terrorist financing.*
8. 分类结果以风险评估中最高风险值决定  
*The Classification Result determined by the highest risk value in the risk assessment section.*
9. 只有在分类结果是「低风险」的情况下才能使用简化客户尽职审查, 洗钱报告主任/法律合规部主管保留最终决定权。  
*Simplified customer due diligence can only be used when the classification result is "low risk", and the MLRO/the Head of the Legal and Compliance Department reserves the right of final decision.*

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**客户对衍生产品及虚拟资产的认识 Client's Knowledge of Derivatives and Virtual Assets**

- ☐ 衍生工具知识测试总分 Total Score: 通过测试 Pass: ☐ Yes 是 ☐ No 否
- ☐ 客户提供其认识衍生工具的相关资料, 无需进行测试  
Clients provide relevant information on their knowledge of derivatives, completing the test not required.
- ☐ 虚拟资产知识测试总分 Total Score: 通过测试 Pass: ☐ Yes 是 ☐ No 否
- ☐ 客户提供其对虚拟资产知识及经验的相关资料, 无需进行测试  
Clients provide relevant information on their knowledge and experience of virtual assets, completing the test not required.

<input type="checkbox"/> 客户对衍生工具有一定程度的认识 Client has sufficient knowledge of derivatives	<input type="checkbox"/> 客户对虚拟资产有一定程度的认识 Client has sufficient knowledge of virtual assets	<input type="checkbox"/> 客户对衍生工具和虚拟资产有一定程度的认识 Client has sufficient knowledge of derivative and virtual assets
<input type="checkbox"/> 客户对衍生工具有一定程度的认识, 但对虚拟资产没有认识 Client has sufficient knowledge of derivatives but does not have sufficient knowledge of virtual assets	<input type="checkbox"/> 客户对衍生工具没有认识, 但对虚拟资产有一定程度的认识 Client does not have sufficient knowledge of derivatives but has sufficient knowledge of virtual assets	<input type="checkbox"/> 客户对衍生工具和虚拟资产均没有认识 Client does not have sufficient knowledge of both derivatives and virtual assets
<input type="checkbox"/> 客户在 E 部「投资经验」第 2 条选择「保本」 Client selected "Capital Preservation" in Question 2 of Part E "Investment Experience"		<input type="checkbox"/> 客户在 E 部「投资经验」第 2 条并非选择「保本」 Client did not select "Capital Preservation" in Question 2 of Part E "Investment Experience"

**客户资料检验 Client Information Verification**

客户资料准备 Client Information Prepared By

职员姓名 Staff Name	职员签署 Staff Signature	日期 Date
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客户资料核对 Client Information Checked By

职员姓名 Staff Name	职员签署 Staff Signature	日期 Date
-----------------	----------------------	---------

客户资料批核 Client Information Approved By

职员姓名 Staff Name	职员签署 Staff Signature	日期 Date
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**帐户额度授与 Limit Granted**

<input type="checkbox"/> 保证金额度 (证券保证金帐户) Margin Limit (Securities Margin Account)	<input type="checkbox"/> 交易额度 (证券帐户) Trading Limit (Securities Account)
<input type="checkbox"/> 交易额度 (期货帐户) Trading Limit (Futures Account)	<input type="checkbox"/> 持仓限额 (期货帐户) Position Limit (Futures Account)
<input type="checkbox"/> 交易额度 (股票期权帐户) Trading Limit (Securities Option Account)	<input type="checkbox"/> 持仓限额 (期权帐户) Position Limit (Securities Option Account)

**佣金收费 Commission Charges**

	网上 Online	非网上 Offline
香港股票市场 HK Stock Market		
其他股票市场 Other Stock Markets		
香港期货市场 HK Futures Market		
其他期货市场 Other Futures Markets		

香港股票期权市场 HK Stock Option Market		
其他股票期权市场 Other Stock Option Markets		
债券 Bonds		
基金 Fund		
<b>备注 Remarks</b>		

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 证监会持牌法团编号 CE No.: AVD362

联交所交易所参与者参与者代号 : 01900  
 SEHK Participant Participant ID : 01900  
 联交所中华通交易所参与者参与者代号 : 01900  
 SEHK China Connect Exchange Participant Participant ID : 01900  
 联交所期权买卖交易所参与者 HKATS 代号 : ORN  
 SEHK Options Trading Exchange Participant HKATS Customer Code : ORN  
 香港结算直接结算参与者参与者代号 : B01900  
 HKSCC Direct Clearing Participant Participant ID : B01900  
 香港结算中华通结算参与者参与者代号 : B01900  
 HKSCC China Connect Clearing Participant Participant ID : B01900  
 联交所期权结算所直接结算参与者 DCASS 代号 : CORN  
 SEOCH Direct Clearing Participant DCASS Customer Code : CORN

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期交所期货交易商 HKATS 代号 : ORN  
 HKFE Futures Commission Merchant HKATS Customer Code : ORN  
 期货结算所结算参与者 DCASS 代号 : CORN  
 HKCC Clearing Participant DCASS Customer Code : CORN