



東方證券  
— 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

客戶賬號:  
Account No:

## 公司帳戶申請書 CORPORATE ACCOUNT APPLICATION FORM

簽署本表格前，請務必閱讀《賬戶條款及細則》  
(包含風險披露聲明等)、交易及服務費用詳情、本賬戶申請書及相關文件。  
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：本公司嚴禁僱員及業務代表要求客戶在空白的賬戶申請書上簽署。本公司僱員及業務代表亦需免費向閣下提供一份《賬戶條款及細則》(包含風險披露聲明等)、交易及服務費用詳情，以及閣下完整填寫並簽署的所有開戶文件副本。如閣下被要求在空白的賬戶申請書上簽署，又或並未收到《賬戶條款及細則》、交易及服務費用詳情，以及閣下完整填寫並簽署的所有開戶文件副本，請立即按上述電話聯絡本公司。**

**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.**

**公司帳戶申請書 Corporate Account Application Form**

|                                     |                                                                                                                                                                     |                                                               |                                                             |                                        |  |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------|--|
| <b>賬戶類別</b><br>Type of Account      | <input type="checkbox"/> 證券現金帳戶<br>Securities Cash Account                                                                                                          | <input type="checkbox"/> 證券保證金賬戶<br>Securities Margin Account | <input type="checkbox"/> 美股期權賬戶<br>US Stock Options Account | 證券賬號<br>Securities Account No.         |  |
|                                     | <input type="checkbox"/> 股票期權賬戶<br>Stock Options Account                                                                                                            | <input type="checkbox"/> 期貨賬戶<br>Futures Account              | <input type="checkbox"/> 股權激勵賬戶<br>ESOP Account             | 股票期權賬號<br>Stock Options Account No.    |  |
| <b>選擇網上交易賬戶</b><br>Internet Trading | <input type="checkbox"/> 是 Yes* <input type="checkbox"/> 否 No<br>*任何一位獲授權人均能於網上發出交易指示。<br>Any one of the authorized person may give transaction instruction online. |                                                               |                                                             | 美股期權賬號<br>US Stock Options Account No. |  |
|                                     |                                                                                                                                                                     |                                                               |                                                             | 期貨賬號<br>Futures Account No.            |  |
|                                     |                                                                                                                                                                     |                                                               |                                                             | 股權激勵賬號<br>ESOP Account No.             |  |

|                                                                                                                                                                                                                                                                                                                       |                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>市場選擇 Choice of Market (開立證券現金/保證金賬戶適用) (For Stock Cash / Margin Account only)</b>                                                                                                                                                                                                                                  |                                                                                                              |
| <b>亞洲 Asia</b>                                                                                                                                                                                                                                                                                                        |                                                                                                              |
| <input type="checkbox"/> 香港股票市場 (不含滬深港通) (HK) (Hong Kong Stock Market, exclude China Stock Connect)                                                                                                                                                                                                                   | <input type="checkbox"/> 滬深港通 (China Stock Connect, Hong Kong)                                               |
| <input type="checkbox"/> 中國 B 股票市場 (China B Shares)                                                                                                                                                                                                                                                                   | <input type="checkbox"/> 臺灣股票市場 (Taiwan Stock Market)                                                        |
| <input type="checkbox"/> 日本股票市場 (Japan Stock Market)                                                                                                                                                                                                                                                                  | <input type="checkbox"/> 新加坡股票市場 (Singapore Stock Market)                                                    |
| <input type="checkbox"/> 韓國股票市場 (South Korea Stock Market)                                                                                                                                                                                                                                                            |                                                                                                              |
| <b>歐洲 Europe</b>                                                                                                                                                                                                                                                                                                      |                                                                                                              |
| <input type="checkbox"/> 德國股票市場 (Germany Stock Market)                                                                                                                                                                                                                                                                | <input type="checkbox"/> 英國股票市場 (UK Stock Market)                                                            |
| <b>美洲 America</b>                                                                                                                                                                                                                                                                                                     |                                                                                                              |
| <input type="checkbox"/> 美國股票櫃檯交易板 (USA OTC Market)<br>*客戶應根據本身的投資經驗、風險承受能力和其他相關條件，小心衡量自己是否適合參與該等買賣及徵求獨立專業意見。 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"/> 美國股票市場 (USA Stock Market)<br><input type="checkbox"/> 加拿大股票市場 (Canada Stock Market) |
| <b>其他海外上場及產品 Other Overseas Markets &amp; Products</b>                                                                                                                                                                                                                                                                |                                                                                                              |
| <input type="checkbox"/> 澳洲股票市場 (Australia Stock Market)                                                                                                                                                                                                                                                              | <input type="checkbox"/> 債券 (Bonds)                                                                          |
| <input type="checkbox"/> 結構性產品 Structured Products                                                                                                                                                                                                                                                                    | <input type="checkbox"/> 基金市場 (Funds)                                                                        |
| <input type="checkbox"/> 其他。請注明<br>Others. Please specify                                                                                                                                                                                                                                                             |                                                                                                              |
| 備注：就美國市場及債券交易，請同時填寫 W8-BEN/W-9 表格。如已提供，客戶簽署之日期為<br>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. 公司資料 Company Information

|                                              |  |                                       |  |
|----------------------------------------------|--|---------------------------------------|--|
| 1 公司名稱 (英文)<br>Company Name (English)        |  |                                       |  |
| 2 公司名稱 (中文)<br>Company Name (Chinese)        |  |                                       |  |
| 3 註冊成立日期<br>Date of Incorporation            |  | 4 註冊成立地點<br>Place of Incorporation    |  |
| 5 公司性質<br>Nature of Business                 |  | 6 授權股本<br>Authorized Capital          |  |
| 7 發行股本<br>Paid-up Capital                    |  | 8 商業登記號碼<br>Business Registration No. |  |
| 9 註冊證書號碼<br>Certificate of Incorporation No. |  | 10 註冊地址<br>Registered Address         |  |
| 11 主要營業地址<br>Principal Business Address      |  |                                       |  |
| 12 辦公室電話<br>Business Phone No.               |  | 13 傳真號碼<br>Fax No.                    |  |
| 14 電郵地址<br>E-mail Address                    |  |                                       |  |

| 15 股東 Shareholders (如空位不足, 請另紙書寫 If there is not enough, please continue on an additional sheet) |                                    |                             |                       |
|--------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------|-----------------------|
| 姓名<br>Name                                                                                       | 身份證/護照號碼<br>ID. Card/ Passport No. | 居住地址<br>Residential Address | 百分比 (%)<br>Percentage |
|                                                                                                  |                                    |                             |                       |
|                                                                                                  |                                    |                             |                       |
|                                                                                                  |                                    |                             |                       |
|                                                                                                  |                                    |                             |                       |

| 16 董事 Directors (如空位不足, 請另紙書寫 If there is not enough, please continue on an additional sheet) |                                    |             |                          |
|-----------------------------------------------------------------------------------------------|------------------------------------|-------------|--------------------------|
| 姓名 Name                                                                                       | 身份證/護照號碼<br>ID. Card/ Passport No. | 職位<br>Title | 居住地址 Residential Address |
|                                                                                               |                                    |             |                          |
|                                                                                               |                                    |             |                          |
|                                                                                               |                                    |             |                          |
|                                                                                               |                                    |             |                          |

## B. 交易確認書及通信發送 Trade Confirmations and Correspondence to be sent to

☐ 電郵地址 Email Address
 ☐ 註冊地址 Registered Address\*
 ☐ 主要營業地址 Principal Business Address\*

\*(若客戶要求以郵寄方式收取帳單, 每一地址將會收取結單月費 Statement fee per address will be charged for requesting to receive statements by mail.)

## C. 財政狀況 Financial Situation

|                                                                                                                                                                                                        |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 1 根據最近審計的帳目, 一年稅後盈利數額 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 根據最近審計的帳目淨資產 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 根據最近審計的帳目總資產 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 開戶時餘額用作投資數目 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 資產/資金來源 Source of Wealth                                                                                                                                                                             |  |  |  |
| <input type="checkbox"/> 業務收益 Business Income <input type="checkbox"/> 實益擁有人/合夥人投資 Investment by Ultimate Beneficial Owner/ Partner <input type="checkbox"/> 投資收益 Investment Income                    |  |  |  |
| <input type="checkbox"/> 售出物業/資產 Sale of Property/ Asset <input type="checkbox"/> 集團內部融資 Intra-group Financing <input type="checkbox"/> 其他 Others (請注明 Please specify) _____                           |  |  |  |

資產/資金來源地 Origin of Source of Fund:

☐ 中國內地 Mainland China

☐ 香港 Hong Kong

☐ 澳門 Macau

☐ 臺灣 Taiwan

☐ 其他 Others (請註明 Please specify) \_\_\_\_\_

D. 投資經驗 Investment Experience (客戶或獲授權交易人之投資經驗 Client's or Authorized Person(s)' Investment Experience)

1. 投資經驗 Investment Experience

股票 Stocks

☐ 非複雜產品 (如: 於聯交所買賣的股份)  
Non-Complex Product (e.g. Shares traded on the SEHK)

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

☐ 複雜產品 (如: 於聯交所買賣的股票衍生工具如衍生權證、牛熊證及上市認股權、合成 ETF、期貨 ETF、杆及反向產品)  
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)

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

期貨和期權 Futures & Options

☐ 複雜產品 (如: 於期交所買賣的期貨合約)  
Complex Product (e.g. Futures contracts traded on the HKFE)

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

商品 Commodities

☐ 非複雜產品 (如: 金、銀等貴金屬)  
Non-Complex Product (e.g. Gold, Silver and other precious metal)

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

債券 Bonds

☐ 非複雜產品 (如: 非複雜債券, 包括不具有其他特點的可贖回債券)  
Non-Complex Product (e.g. Non-complex bonds, including callable bonds without other special features)

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

☐ 複雜產品 (如: 永久債券、可轉換債券、次級債券)  
Complex Product (e.g. Perpetual Bond, Convertible Bond, Subordinated Bond)

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

基金 Funds

☐ 非複雜產品 (如: 證監會認可的非衍生產品基金)  
Non-Complex Product (e.g. Non-derivative funds authorized by the SFC)

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

☐ 複雜產品 (如: 對沖基金、私募股權基金、衍生產品基金)  
Complex Product (e.g. Hedge Funds, Private Equity Funds, Derivative funds)

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

虛擬資產及虛擬資產相關的產品 Virtual Asset and Virtual Asset-Related Products

☐ 虛擬資產及虛擬資產相關的產品 Virtual Asset and Virtual Asset-Related Products

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

☐ 其他 (請註明)  
Others (Please specify):

☐ 1 年以下  
(below 1 year)

☐ 1 年至 3 年  
(1 to 3 years)

☐ 3 年至 5 年  
(3 to 5 years)

☐ 6 年至 10 年  
(6 to 10 years)

☐ 10 年以上  
(above 10 years)

2. 投資目標 (可多選) Investment Objective (May choice more than one)

☐ 保本  
Capital Preservation

☐ 資本增值  
Capital Growth

☐ 股息回報  
Dividend Yield

☐ 對沖  
Hedging

☐ 投機  
Speculation

☐ 其他 (請註明):  
Others (Please specify):

E. 衍生產品的認識 Knowledge of Derivatives (客戶或獲授權人士之投資經驗 Client's or Authorized Person(s)' Knowledge of Derivatives)

如閣下符合以下任何一項條件, 則可豁免衍生工具認識問卷測試。  
If you meet any one of the following criteria, the Derivatives knowledge test can be waived.

1. 客戶曾否在以往三年內執行過五宗或以上結構性或衍生產品交易? (不論是否在交易所買賣的交易)  
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

金融機構名稱 Relevant Financial Institution:

產品種類 Product Type:

交易期間 Trading Period:

2. 客戶曾否接受有關結構性或衍生產品的培訓或相關課程?  
Have you ever attended any trainings or courses on structured or derivative product(s)

☐ 是 Yes

☐ 否 No

相關培訓或課程名稱 Name of Training/ Courses:

舉辦機構名稱 Name of Organized Institution:

出席日期 Attendance Date

3. 客戶現時或過去有否從事與衍生產品有關的工作?  
Do you have any work experience related to derivative product(s)?

☐ 是 Yes

☐ 否 No

公司名稱 Name of Employer:

部門名稱及職位 Department & Position:

工作年期 Working Year:

4. 客戶並未有從上述途徑獲得對衍生產品之知識及經驗，將會進行以下衍生產品知識測試。  
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

**衍生工具知識測試 Derivatives Knowledge Test**  
請勾選最適當答案。Please tick the most appropriate answer.

1. 什麼是衍生工具  
What is a derivative?

☐ 銀行存款 Bank deposit  
☐ 附帶股權權益的股份或任何其他證券 A stock or any other security representing an ownership interest  
☐ 向公司或政府機構提供的貸款 A loan made to a company or a government body  
☐ 其價值自相關資產衍生而來的金融工具 A financial instrument that derives its value from an underlying asset

2. 下列哪一些專案是市場上常見的衍生工具類別？  
Which of the following is/are common type(s) of derivative in the market?

☐ 期貨 Futures  
☐ 遠期合約 Forwards  
☐ 期權 Options  
☐ 上述各項皆是 All of the above

3. 「杠杆效應」是否衍生工具的一個主要特點？  
Is “leveraging” a key feature of derivatives? ☐ 是 Yes ☐ 否 No

4. 「參與買賣期貨合約或期權的虧蝕風險可以極大。你所蒙受的虧蝕可能會超過最初存入的保證金數額」。這句子是否正確？  
“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. 下列哪一項是使用衍生工具涉及的風險？  
Which of the followings is/are the risk(s) factors of derivatives?

☐ 市場風險 Market risk  
☐ 流動性風險 Liquidity risk  
☐ 外匯風險 Foreign exchange risk  
☐ 上述各項皆是 All of the above

## F. 虛擬資產知識 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.

如閣下剔選選項 1、2 及/或 3 並提供相關證明文件，如受訓紀錄、證書、現時或過往工作證明及/或有關交易紀錄/結單，則可豁免虛擬資產知識測試。

1. 客戶曾否接受有關虛擬資產或虛擬資產相關產品的培訓或出席有關課程？  
Whether the client has undergone training or attended courses on virtual assets or VA-related products ☐ 是 Yes ☐ 否 No
2. 客戶現時或過往的工作經驗是否與虛擬資產或虛擬資產相關產品有關？  
Whether the client has current or previous work experience related to virtual assets or VA-related products ☐ 是 Yes ☐ 否 No
3. 客戶是否有曾進行虛擬資產或虛擬資產相關產品交易的經驗？  
Whether the client has prior trading experience in virtual assets or VA-related products ☐ 是 Yes ☐ 否 No
4. 客戶並未有從上述途徑獲得對虛擬資產之知識及經驗，將會進行以下虛擬資產知識測試。  
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

### 虛擬資產知識測試 Virtual Assets Knowledge Test

請勾選最適當答案。Please tick the most appropriate answer.

1. 投資者可能會因為虛擬資產及/或虛擬資產相關產品的風險而損失全部的投資本金。這說法是否正確？  
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. 由於供應有限，比特幣將隨著時間的推移一定會保持其價值並会上漲？  
Bitcoin will retain its value and rise in price over time because there's a limited supply? ☐ 是 Yes ☐ 否 No
3. 以下哪些屬虛擬資產的類型？  
Which of the below are virtual asset?
- ☐ 數碼代幣 Digital tokens  
☐ 虛擬商品 Virtual commodities  
☐ 加密資產 Crypto assets  
☐ 以上皆是 All of the above
4. 什麼是區塊鏈？  
What is blockchain?
- ☐ 點對點網絡上的分散式賬本 A distributed ledger on a peer to peer network  
☐ 一種加密貨幣 A type of cryptocurrency  
☐ 交易所 An exchange  
☐ 中心化賬本 A centralized ledger
5. 以下哪項有關加密貨幣及區塊鏈的描述是正確的？  
Which of the following statements about cryptocurrency and blockchain is correct?
- ☐ 加密貨幣和區塊鏈之間沒有分別，詞匯可以互換，意思一樣。Cryptocurrency and blockchain are the same thing. They are interchangeable terms that have the same meaning.  
☐ 加密貨幣和區塊鏈均屬虛擬資產。Cryptocurrency and blockchain are virtual assets.  
☐ 加密貨幣以區塊鏈技術核實及記錄交易。Cryptocurrency is operated under blockchain technology to verify and record transactions.  
☐ 區塊鏈是僅應用於金融產業的新興技術，是點對點網絡賬本，記錄加密貨幣的交易。Blockchain is the emerging technology for financial industry only. It is peer-to-peer digital ledger that records the transactions of cryptocurrency.
6. 冷錢包是什麼？  
What is Cold Wallet?
- ☐ 虛擬貨幣交易平臺 Crypto trading platform  
☐ 離線錢包 Holding crypto offline  
☐ 線上錢包 Holding crypto online  
☐ 挖礦 Mining crypto
7. 加密貨幣和加密資產之間有沒有分別？  
Is there any difference between cryptocurrencies and crypto assets? ☐ 是 Yes ☐ 否 No
8. Which of the following is incorrect about virtual asset futures ETFs?  
以下關於虛擬資產期貨 ETF 表述錯誤的是
- ☐ 香港的虛擬資產期貨 ETF 一般采用主動型投資策略  
Virtual asset futures ETFs in Hong Kong generally adopt active investment strategies  
☐ 虛擬資產期貨 ETF 的投資者所面對的風險，主要是相關虛擬資產及期貨市場的風險  
Investors in virtual asset futures ETFs are mainly subject to market risks of the underlying VA and relevant futures risks  
☐ 虛擬資產期貨 ETF 會直接投資於虛擬資產  
Virtual asset futures ETFs invest directly in Virtual assets

|                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>9. 關於虛擬資產期貨合約的風險，請選出下列最適當的描述。<br/>For the risks of virtual asset futures contracts, please choose the most appropriate description of the following.</p> <p>10. 請確認哪項屬虛擬資產的風險。<br/>Please identify the risks of virtual assets.</p> | <p><input type="checkbox"/> 投資虛擬資產期貨 ETF 不保證本金獲得償付，或會蒙受損失<br/>Virtual asset futures ETFs are not principal guaranteed and your investments may suffer losses.</p> <p><input type="checkbox"/> 流動性風險 Liquidity risk</p> <p><input type="checkbox"/> 虛擬資產期貨價格與虛擬資產當前現貨價格的定價差異風險 Risk of pricing difference between the futures price of virtual assets and the current spot price of virtual assets</p> <p><input type="checkbox"/> 放大的風險及潛在的損失 Amplified risks and potential losses</p> <p><input type="checkbox"/> 以上皆是 All of the above</p> <p><input type="checkbox"/> 流動性風險 Liquidity Risk</p> <p><input type="checkbox"/> 交易對手風險 Counterparty Risk</p> <p><input type="checkbox"/> 市場風險 Market Risk</p> <p><input type="checkbox"/> 潛在的市場操縱行為風險 Risk of Potential Market Manipulation</p> <p><input type="checkbox"/> 沒有內在價值，價格十分波動 Has no intrinsic value, price could be extremely volatile</p> <p><input type="checkbox"/> 洗黑錢或為恐怖活動集資活動 Money Laundering and Terrorist Financing</p> <p><input type="checkbox"/> 以上皆是 All of the above</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## G. 銀行資料 Bank Reference

除客戶另行指示外，客戶的款項將會被轉入下列銀行帳戶 (帳戶名稱必須跟本交易帳戶持有人相同)  
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)

銀行 Bank \_\_\_\_\_ 帳戶名稱 Account Name \_\_\_\_\_

分行 Branch \_\_\_\_\_ 帳戶號碼 Account Number \_\_\_\_\_

帳戶類別 Account Type ☐ 儲蓄 Savings ☐ 往來 Current ☐ 其他 Others (請註明 Please specify) \_\_\_\_\_

帳戶貨幣類別 Currency Type ☐ 港幣 HKD ☐ 人民幣 RMB ☐ 美金 USD ☐ 其他 Others (請註明 Please specify) \_\_\_\_\_

## H. 客戶聲明 Client Declaration

- 貴公司及股東是否此帳戶的最終權益擁有人? ☐ 是 Yes ☐ 否 No

Is the company and its shareholder(s) the ultimate beneficial owner in relation to the Account?

若不是，此帳戶的最終權益擁有人是：  
If the company is not the ultimate beneficial owner, then the ultimate beneficial owner(s) is/ are:

最終權益擁有人姓名/機構名稱為 \_\_\_\_\_  
Name of the ultimate beneficial owner \_\_\_\_\_

居住地址(個人)/公司地址(公司) 為 \_\_\_\_\_  
Residential Address (for natural person)/ Office Address (for company) \_\_\_\_\_

身份證號碼/護照/公司註冊號碼/商業登記號碼為 \_\_\_\_\_  
ID/ Passport/ Incorporation No./B.R. No. \_\_\_\_\_

簽發國家或地區 \_\_\_\_\_  
Issuing Country or Region \_\_\_\_\_

與最終實益擁有人之關係為 \_\_\_\_\_  
Relationship with the ultimate beneficial owner \_\_\_\_\_

電話號碼 \_\_\_\_\_  
Telephone No. \_\_\_\_\_
- 貴公司是否有任何股東或董事是根據《證券及期貨條例》登記之持牌法團之僱員? ☐ 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",

該持牌法團名稱為 \_\_\_\_\_ 該法團之中央編號為 \_\_\_\_\_  
Name of the licensed corporation \_\_\_\_\_ CE No. of the licensed corporation \_\_\_\_\_

該股東/董事之姓名為 \_\_\_\_\_ 該股東/董事之中央編號 (如適用) 為 \_\_\_\_\_  
Name of the shareholder/ director \_\_\_\_\_ CE No. of the shareholder/ director (if applicable) \_\_\_\_\_
- 貴公司是否有董事或股東是東方證券(香港)有限公司/東方期貨(香港)有限公司或其聯營公司的僱員/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",

有關聯之董事或僱員姓名 \_\_\_\_\_ 部門 Department \_\_\_\_\_  
Name of relevant director(s) or employee(s) \_\_\_\_\_
- 貴公司是否有董事或股東與東方證券(香港)有限公司/東方期貨(香港)有限公司或其聯營公司的僱員/代理人有親屬關係? ☐ 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",

東方證券(香港)有限公司或其聯營公司的職員/代理人姓名為 \_\_\_\_\_ 與東方證券(香港)有限公司的僱員/代理人之關係為 \_\_\_\_\_  
Name of employee/agent \_\_\_\_\_ Relationship with the employee/agent \_\_\_\_\_
- 貴公司的集團內是否有任何集團成員是東方證券(香港)有限公司/東方期貨(香港)有限公司之客戶? ☐ 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",

帳戶名稱為 \_\_\_\_\_ 帳戶號碼為 \_\_\_\_\_  
Account Name \_\_\_\_\_ Account No. \_\_\_\_\_
- 貴公司有否股東是東方證券(香港)有限公司的保證金客戶而又單獨或與配偶共同控制東方證券(香港)有限公司的公司保證金客戶 35%或以上股票權? ☐ 是 Yes ☐ 否 No

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”，

該公司客戶之帳戶名稱爲

Account name of such margin corporate client

:

該公司客戶之帳戶號碼爲

Account no. of such margin corporate client

7. 貴公司的董事曾否在香港或其他國家/地區破產、被申請破產、申請債務重組、被列入失信被執行人名單等，或其開立的公司被申請強制清盤？ ☐ 是 Yes ☐ 否 No

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. 貴公司的股東及董事曾否在香港或其他國家/地區被法律禁止擔任董事？ ☐ 是 Yes ☐ 否 No

Have any of your shareholder(s) and director(s) ever been prohibited from being a director by law?

## I. CRS 稅務居民自我認證（實體） CRS Tax Residency Self-certification (Entity)

### 重要提示：

#### Important Notes:

- 這是從帳戶持有人向申報財務機構提供的自我證明表格，依據“共同申報準則”以作自動交換財務帳戶資料用途。申報財務機構可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。  
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.
- 如帳戶持有人的稅務居民身分有所改變，應儘快將所有變更通知申報財務機構。  
An account holder should report all changes in his/her tax residency status to the reporting financial institution.
- 除不適用或特別注明外，必須填寫這份表格所有部分。請參考附錄及客戶協議上的定義及有關信息填寫本表格。  
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義，以英文版本為準。  
If there are any discrepancies between the English and the Chinese version of this form, the English version would prevail.
- 警告：根據《稅務條例》第 80(2E)條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級（即 \$10,000）罰款。  
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 實體賬戶持有人的身分識別資料（\*對於聯名帳戶或多人聯名帳戶，每名實體賬戶持有人須分別填寫一份表格）

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

- (1) 實體或分支機構的法定名稱  
Legal Name of Entity or Branch ☐
- (2) 實體成立為法團或設立所在的稅務管轄區  
Jurisdiction of Incorporation or Organization ☐
- (3) 香港商業登記號碼  
Hong Kong Business Registration Number (If applicable) ☐
- (4) 現時營業地址  
Current Business Address
- 第一行（如：室、樓層、大廈、街道、區）  
Line 1 (e.g. Suite, Floor, Building, Street, District) ☐
- 第二行（城市）  
Line 2 (City) ☐
- 第三行（如：省、州、國家）  
Line 3 (e.g. Province, State, Country) ☐
- 郵政編碼 / 郵遞區號碼  
Post Code/ZIP Code (optional) ☐
- (5) 通訊地址（如與(4)不同，填寫此欄）  
Mailing Address (if different to (4))
- 第一行（如：室、樓層、大廈、街道、區）  
Line 1 (e.g. Suite, Floor, Building, Street, District) ☐
- 第二行（城市）  
Line 2 (City) ☐
- 第三行（如：省、州、國家）  
Line 3 (e.g. Province, State, Country) ☐
- 郵政編碼 / 郵遞區號碼  
Post Code/ZIP Code (optional) ☐

### 第 2 部 實體類別（在其中一個適當的方格內加上 號，並提供有關資料）

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

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| [A] 財務機構<br>Financial Institution | <input type="checkbox"/> A1 - 托管機構、存款機構或指明保險公司<br>Custodial Institution, Depository Institution or Specified Insurance Company<br><input type="checkbox"/> A2 - 投資實體，但不包括由另一財務機構管理（例如：擁有酌情權管理投資實體的資產）並位於非參與稅務管轄區的投資實體<br>Investment Entity [except an investment entity that is managed by another financial institution and located in a non-participating jurisdiction]                                                                                                                                                                                                                                                                                                |
| [B] 主動非財務實體<br>Active NFE         | <input type="checkbox"/> B1 - 該非財務實體的股票經常在 _____（一個具規模證券市場）進行買賣<br>the stock of which is regularly traded on _____ (established securities market)<br><input type="checkbox"/> B2 - _____ 的有關連實體，該有關連實體的股票經常在 _____（一個具規模證券市場）進行買賣<br>Related entity of _____ the stock of which is regularly traded on _____ (established securities market)<br><input type="checkbox"/> B3 - 政府實體、國際組織、中央銀行或由前述的實體全權擁有的其他實體<br>NFE is a governmental entity, an international organization, a central bank or an entity wholly owned by one or more of the foregoing entities<br><input type="checkbox"/> B4 - 除上述以外的主動非財務實體（請說明 _____）<br>Other than the above (Please specify _____) |
| [C] 被動非財務實體<br>Passive NFE        | <input type="checkbox"/> C1 - 位於非參與稅務管轄區並由另一財務機構管理的投資實體（如選此項，請完成以下第 3 部）<br>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)<br><input type="checkbox"/> C2 - 不屬主動非財務實體的非財務實體（如選此項，請完成以下第 3 部）<br>NFE that is not an active NFE (if ticking this box please complete Part 3 below)                                                                                                                                                                                                                                                                  |

### 第 3 部 控權人（如實體賬戶持有人是被動非財務實體，填寫此部）

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

就帳戶持有人，填寫所有控權人的姓名在列表內。就法人實體，如行使控制權的並非自然人，控權人會是該法人實體的高級管理人員。**每名控權人須分別填寫一份表格（CRS 稅務自我證明表格－控權人）。**

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 居留司法管轄區及稅務編號或具有等同功能的識別編號（以下簡稱「稅務編號」）**

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

提供以下資料，列明（a）帳戶持有人的居留司法管轄區，亦即帳戶持有人的稅務管轄區（香港包括在內）及（b）該居留司法管轄區發給帳戶持有人的稅務編號。列出所有（不限於 3 個）居留司法管轄區。

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.

如帳戶持有人是香港稅務居民，稅務編號是其香港商業登記號碼。

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

如果帳戶持有人並非任何稅務管轄區的稅務居民（例如：它是財政透明實體），填寫實際管理機構所在的稅務管轄區。

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.

如沒有提供稅務編號，必須填寫合適的理由：

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

理由 A – 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

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

理由 B – 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。

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 – 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

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.

| 居留司法管轄區<br>Jurisdiction of Residence | 稅務編號<br>TIN | 如沒有提供稅務編號，填寫理由 A、B 或 C<br>If no TIN is available, please enter Reason A, B or C | 如選取理由 B，解釋帳戶持有人不能取得稅務編號的原因<br>If you have selected Reason B, explain why the account holder is unable to obtain a TIN |
|--------------------------------------|-------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| (1)                                  |             |                                                                                 |                                                                                                                       |
| (2)                                  |             |                                                                                 |                                                                                                                       |
| (3)                                  |             |                                                                                 |                                                                                                                       |

**第 5 部 聲明**

**Part 5 Declarations**

本人知悉及同意，財務機構可根據《稅務條例》（第 112 章）有關交換財務帳戶資料的法律條文，（a）收集本表格所載資料並可備存作自動交換財務帳戶資料用途及（b）把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

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).

本人證明，就與本表格所有相關的帳戶，本人獲帳戶持有人授權簽署本表格。

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

本人承諾，如情況改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會及時通知東方證券（香港）有限公司/東方期貨（香港）有限公司，並會在情況發生改變後 30 日內，向東方證券（香港）有限公司/東方期貨（香港）有限公司提交一份已適當更新的稅務居民自我認證表格。

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.

本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

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.

**附錄 - 定義 (同時適用於本文件 J 部「CRS 稅務居民自我認證 (控權人)」)**

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

「帳戶持有人」 - 指被維持該財務帳戶的財務機構列明為或識別為帳戶的持有人的人士，不論該人士是否為過渡實體。所以，如果一個信托或遺產被列明為某財務帳戶的持有人或擁有人，則帳戶持有人是該信托或遺產，而非受托人、信托的擁有人或受益人。同樣地，如果一個合夥被列明為某財務帳戶的持有人或擁有人，則帳戶持有人是該合夥，而非合夥的合夥人。

除財務機構外，若有關人士以代理人、托管人、代名人、簽署人、投資顧問、中介人或合法監護人身份代其他人士持有財務帳戶，他不會被視為帳戶持有人。在這種情況下，帳戶持有人應為該其他人士。以一個家長與子女開立的帳戶為例，如帳戶以家長為子女的合法監護人名義開立，子女會被視為帳戶持有人。

聯名帳戶內的每個持有人都被視為帳戶持有人。

“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.

「主動非財務實體」 - 指符合任何以下準則的非財務實體，總括而言，有關準則指：

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

- 符合相關收入及資產規定的主動非財務實體；  
active NFEs by reason of income and assets;
- 其股票被公開進行買賣的非財務實體；  
publicly traded NFEs;
- 政府實體、國際組織、中央銀行或其全權擁有的實體；  
Governmental Entities, International Organisations, Central Banks, or their wholly owned Entities;
- 屬並非財務集團成員的控權非財務實體；  
holding NFEs that are members of a nonfinancial group;



- 新成立的非財務實體；  
start-up NFEs;
- 正進行清盤或出現破產的非財務實體；  
NFEs that are liquidating or emerging from bankruptcy;
- 屬並非財務集團成員的財資中心；或  
treasury centres that are members of a nonfinancial group; or
- 非牟利的非財務實體。如符合任何以下準則，實體會被分。  
non-profit NFEs.

如符合任何以下準則，實體會被分類為主動非財務實體：

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

- 在該年的對上一個公曆年或其他適當申報期，該非財務實體的總收入中少於 50% 屬被動收入；及在該公曆年或其他適當申報期內，該非財務實體持有的資產中，少於 50% 屬產生被動收入的資產，或屬為產生被動收入而持有的資產；  
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;
- 該非財務實體的股票或該非財務實體的有關連實體股票，在某具規模證券市場中，被經常進行買賣；  
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;
- 該非財務實體屬政府實體、國際組織、中央銀行或由一個或多於一個前述的實體全權擁有的實體；  
the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- 該非財務實體的活動中，相當大部分是以下活動：持有一間或多於一間從事財務機構業務以外的交易或業務的附屬公司的全部或部分已發行股份，或向該等附屬公司提供資金及服務。但不包括以下情況：該實體以投資基金形式運作，或顯示本身是投資基金，例如私人股權基金、創業資本基金、杠杆式收購基金，或以下述活動為目標的投資工具：購買或資助任何公司，然後為投資目的，持有該等公司的權益作為資本資產；  
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;
- 該非財務實體「( 新成立的非財務實體)」尚未經營業務，亦沒有在過往經營業務，及正出於經營財務機構業務以外的業務的意圖，而將資金投資於資產。但不包括組成已超過 24 個月的非財務實體；  
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;
- 該非財務實體在過往 5 年內並非財務機構，並且正對其資產進行清盤；或出於繼續或重新展開經營財務機構業務以外的業務的意圖，而進行重組；  
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;
- 該非財務實體主要從事與該實體的屬並非財務機構的有關連實體進行融資及對沖交易，或為該等有關連實體進行融資及對沖交易；但並沒有向並非其有關連實體的任何實體，提供融資或對沖服務。而其有關連實體所屬的集團，主要從事財務機構業務以外的業務；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
- 該非財務實體符合以下所有要求(「非牟利的非財務實體」)：  
the NFE meets all of the following requirements (a “non-profit NFE”)：
  - 該非財務實體在其居留司法管轄區成立和營運是純粹為了宗教、慈善、科學、藝術、文化、體育或教育的目的；或該非財務實體在其居留司法管轄區成立和營運，並且是專業組織、商業協會、總商會、勞工組織、農業或園藝組織、文化協會，或純粹為了促進社會福利而營運的組織；  
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;
  - 該非財務實體在其居留司法管轄區獲豁免，而無須繳付入息稅；  
it is exempt from income tax in its jurisdiction of residence;
  - 該非財務實體並沒有任何符合以下說明的股東或成員：對該實體的收入或資產，擁有所有權權益或實益權益；  
it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - 該非財務實體的居留司法管轄區的適用法律，或該實體的成立文件，並不允許該實體的任何收入或資產，分配予私人或非慈善實體，或為私人或非慈善實體的利益而運用該收入或資產，除非該項分配或運用是依據該實體所進行的慈善活動而作出的；或作為支付已提供的服務的合理補償的；或作為該實體以公平市值購買任何物業的付款的；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
  - 該非財務實體的居留司法管轄區的適用法律(或該非財務實體的成立文件)規定，該非財務實體一旦清盤或解散，其所有資產均須分配予某政府實體或其他非牟利組織，或須交還予該居留司法管轄區的政府，或該政府的政治分部。  
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

「**控權**」- 自然人對某實體的「控權」，通常透過其在實體的控制擁有權權益(典型地會按某個百分比(例如 25%)為基準)行使。如沒有自然人透過擁有權權益行使控制，該實體的控權人將會是透過其他方式對該實體行使控制的自然人；如沒有自然人識別為透過擁有權權益對某實體行使控制，該實體的控權人將會設定為處於高級行政人員位置或對該實體的管理行使最終控制權的自然人。

“**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.

「**控權人**」- 指對該實體行使控制權的自然人。就信托而言，「控權人」指屬該信托的財產授予人、受托人、保護人(如有的話)、受益人或某類別受益人的成員的個人；及任何自然人對該信托的管理行使最終控制權(包括透過一連串的控制或擁有權)。財產授予人、受托人、保護人(如有的話)、受益人或某類別受益人的成員的個人會被視為信托的「控權人」，不論該等人士是否對該信托的活動行使控制權。

"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.

如財產授予人、受托人、保護人或受益人為實體，財產授予人、受托人、保護人或受益人的「控權人」會被視為信托的「控權人」。

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.

就並非信托的法律安排，「控權人」指相等於或處於一個相類於信托的人士。

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

「**托管機構**」- 指符合以下說明的實體：該實體為他人的帳戶持有財務資產，而如此持有該等財務資產，在其業務中占相當大部分。在這情況下，該實體可歸因於持有財務資產及相關的財務服務的總收入，相等於或超過該實體在以下期間(兩者中以較短者為準)的總收入的 20%：(i) 在斷定某實體是否托管機構的年份之前的、截至 12 月 31 日(或非公曆年會計期的最後一日)為止的 3 年期間；(ii) 該實體存在的期間。

“**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.

「**存款機構**」- 指《銀行業條例》(第 155 章)第 2(1) 條所界定的認可機構；或在銀行業務或相類業務的通常運作中接受存款的實體。

**“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.

**「實體」** - 指法人或法律安排，例如：法團、組織、合夥、信托或基金會。該詞涵蓋並非個人(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).

**「財務機構」** - 指「托管機構」、「存款機構」、「投資實體」或「指明保險公司」。

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

**「投資實體」** - 指

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

- a) 根據《證券及期貨條例》(第 571 章)獲發牌進行一項或多於一項以下受規管活動的法團 –  
a corporation licensed under the Securities and Futures Ordinance (Cap. 571) to carry out one or more of the following regulated activities –
  - i) 證券交易;  
dealing in securities;
  - ii) 期貨合約買賣;  
trading in futures contracts;
  - iii) 杠杆式外匯交易;  
leveraged foreign exchange trading;
  - iv) 資產管理;  
asset management;
- b) 根據《證券及期貨條例》(第 571 章)獲註冊進行一項或多於一項以下受規管活動的機構 –  
(an institution registered under the Securities and Futures Ordinance (Cap. 571) to carry out one or more of the following regulated activities –
  - i) 證券交易; ;  
dealing in securities;
  - ii) 期貨合約買賣;  
trading in futures contracts;
  - iii) 資產管理;  
asset management;
- c) 根據《證券及期貨條例》(第 571 章)獲認可的集體投資計劃;  
a collective investment scheme authorized under the Securities and Futures Ordinance (Cap. 571);
- d) 符合以下說明的實體：主要為或代表其客戶從事一項或多於一項以下活動，或主要為或代表其客戶運作一項或多於一項以下項目，作為業務：  
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) 買賣貨幣市場工具(如支票、匯票、存款證及衍生工具等)、外匯、兌換、息率及指數工具、可轉讓證券及商品期貨;  
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) 個人及集體投資組合管理;  
individual and collective portfolio management; or
  - iii) 以其他方式，代其他實體或個人投資、處理或管理財務資產或金錢。該等活動或運作並不包括向客戶提供非約束性投資諮詢。  
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) 另一類投資實體(由另一財務機構管理的投資實體)是指其總收入主要可歸因於財務資產的投資、再投資或買賣並由另一存款機構、托管機構、指明保險公司或屬上述 a)、b)、c)及 d)項所述的投資實體管理的實體。  
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.

**「位於非參與稅務管轄區並由另一財務機構管理的投資實體」** - 指其總收入主要可歸因於財務資產的投資、再投資或買賣的實體且該實體是(i) 由一個財務機構管理；及(ii) 非參與稅務管轄區財務機構。

**“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.

**「由另一財務機構管理的投資實體」** - 如果一個實體直接或通過另一服務提供者代表另一實體進行任何上述投資實體的定義(d)項所述的活動或運作，則該另一實體會被視為由該管理實體所管理。

**“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”.

一個實體只有在有權自行管理另一實體的部分或全部資產的情況下，才會被視為可管理該另一實體。當一個實體由財務機構、非財務實體或個人的組合管理時，如果某一管理實體為存款機構、托管機構、指明保險公司或屬上述(a)、(b)、(c)及或(d)項所述的投資實體的實體，則該實體會被視為由另一實體管理。

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.

**「非財務實體」** - 指並非財務機構的實體。

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

**「參與稅務管轄區」** - 指稅務條例(第 112 章)附表 17E 第 2 部所指明的、在香港以外的稅務管轄區。

**“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).

**「參與稅務管轄區財務機構」** - (i) 任何居於某參與稅務管轄區的財務機構，但不包括有關財務機構位於該管轄區境外的分支機構；及(ii) 某財務機構位於某參與稅務管轄區的任何分支機構，而該財務機構並非居於該管轄區。

**“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.

**「被動非財務實體」** - 指任何：(i) 不屬主動非財務實體的非財務實體；及(ii) 位於非參與稅務管轄區並由另一財務機構管理的投資實體。

**“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.

**「有關連實體」** - 若某實體控制另一實體，或兩個實體共同受同一人控制，則該實體是另一實體的「有關連實體」。就此而言，控制可透過直接或間接持有某實體超過 50% 的表決權或股份的價值。

**“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.

**「稅務居民」** - 一般而言，如根據某個稅務管轄區的規定(包括稅收協定)，任何實體不僅就以有關稅務管轄區為來源的收入，亦因其居籍、居所、管理工作地點、成立為法團地點，或任何性質類似的其他準則，在有關稅務管轄區需要繳稅或有繳稅責任，便會成為該稅務管轄區的稅務居民。沒有稅務居民身份的實體，例如：合夥、有限法律責任合夥或類似的法律安排，應被視為其實際管理地點所在稅務管轄區的稅務居民。一個信托應被視為一個或多於一個受托人居住的稅務管轄區的居民。有關稅務居民身分的更多資訊，請聯絡閣下的稅務顧問或瀏覽經濟合作與發展組織的自動交換資料網站：<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/>.

「指明保險公司」 - 指任何屬保險公司的實體，或屬某保險公司的控權公司的實體，而該實體發出現金值保險合約或年金合約，或有責任就現金值保險合約或年金合約付款。

“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.

「稅務編號（包括具有等同功能的識別編號）」 - 指納稅人的識別編號或具有等同功能的識別編號(如無納稅人的識別編號)。稅務編號是稅務管轄區向個人或實體分配獨有的字母與數字組合，用於識別個人或實體的身分，以便實施該稅務管轄區的稅務法律。有關可接受的稅務編號的更多詳細資訊刊載於經濟合作與發展組織的自動交換資料網站：<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/>.

某些稅務管轄區不發出稅務編號。但是，這些稅務管轄區通常使用具有等同識別功能的其他完整號碼(「具有等同功能的識別號碼」)。此類號碼的例子包括：

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) 就個人而言，社會安全號碼/保險號碼、公民/個人身份/服務代碼/號碼，以及居民登記號碼。

(for individuals) a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.

(b) 就實體而言，商業/公司登記代碼/號碼。

(for Entities) a Business/company registration code/number.

## J. CRS 稅務居民自我認證（控權人）CRS Tax Residency Self-certification (Controlling Person)

### 重要提示：

#### Important Notes:

● 這是從帳戶持有人向申報財務機構提供的自我證明表格，依據「共同申報準則」以作自動交換財務帳戶資料用途。申報財務機構可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。

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.

● 如帳戶持有人的稅務居民身分有所改變，應儘快將所有變更通知申報財務機構。

An account holder should report all changes in his/her tax residency status to the reporting financial institution.

● 除不適用或特別注明外，必須填寫這份表格所有部分。請參考本文件 1 部附錄及客戶協議上的定義及有關信息填寫本表格。

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.

● 如中英文版本有任何歧義，以英文版本為準。

If there are any discrepancies between the English and the Chinese version of this form, the English version would prevail.

● 警告：根據《稅務條例》第 80(2E)條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級（即\$10,000）罰款。

● 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 控權人的身分識別資料

### Part I Identification of Controlling Person

#### (1) 控權人的姓名

Name of Controlling Person

稱謂（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

中間名

Middle Name(s)

#### (2) 香港身份證或護照號碼

Hong Kong Identity Card or Passport Number

#### (3) 現時住址

Current Residence Address

第一行（如：室、樓層、大廈、街道、區）

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

第二行（城市）

Line 2 (City)

第三行（如：省、州、國家）

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

郵政編碼/郵遞區號碼

Post Code/ZIP Code (optional)

#### (4) 通訊地址（如與現時住址不同，填寫此欄）

Mailing Address (if different to Residence Address)

第一行（如：室、樓層、大廈、街道、區）

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

第二行（城市）

Line 2 (City)

第三行（如：省、州、國家）

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

郵政編碼/郵遞區號碼

Post Code/ZIP Code (optional)

#### (5) 出生日期（日/月/年）

Date of Birth (dd/mm/yyyy)

#### (6) 出生地點

Place of Birth

鎮/城市

Town/City

省/州

Province/State

國家

Country

**第 2 部 你作為控權人的實體帳戶持有人 (填寫你作為控權人的實體帳戶持有人的名稱)****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)**

| 實體<br>Entity | 實體帳戶持有人的名稱<br>Name of the Entity Account Holder |
|--------------|-------------------------------------------------|
| (1)          |                                                 |
| (2)          |                                                 |
| (3)          |                                                 |

**第 3 部 居留司法管轄區及稅務編號或具有等同功能的識別編號 (以下簡稱「稅務編號」)****Part 3 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN")**

提供以下資料，列明 (a) 帳戶持有人的居留司法管轄區，亦即帳戶持有人的稅務管轄區 (香港包括在內) 及 (b) 該居留司法管轄區發給帳戶持有人的稅務編號。列出所有 (不限於 3 個) 居留司法管轄區。

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.

如帳戶持有人是香港稅務居民，稅務編號是其香港身份證號碼。

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number.

如沒有提供稅務編號，必須填寫合適的理由：

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

理由 A – 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

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

理由 B – 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。

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 – 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

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.

| 居留司法管轄區<br>Jurisdiction of Residence | 稅務編號<br>TIN | 如沒有提供稅務編號，填寫理由 A、B 或 C<br>If no TIN is available, please enter Reason A, B or C | 如選取理由 B，解釋帳戶持有人不能取得稅務編號的原因<br>If you have selected Reason B, explain why the account holder is unable to obtain a TIN |
|--------------------------------------|-------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| (1)                                  |             |                                                                                 |                                                                                                                       |
| (2)                                  |             |                                                                                 |                                                                                                                       |
| (3)                                  |             |                                                                                 |                                                                                                                       |

**第 4 部 控權人類別****Part 4 Type of Controlling Person**

就第 2 部所載的每個實體，在適當方格內加上✓號，指出控權人就每個實體所屬的控權人類別。

Tick the appropriate box to indicate the type of controlling person for each entity stated in Part 2.

| 實體類別<br>Type of Entity | 控權人類別<br>Type of Controlling Person                                                                                                                                                                                                                                                        | 實體<br>Entity<br>(1) | 實體<br>Entity<br>(2) | 實體<br>Entity<br>(3) |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|
| A 法人<br>Legal Person   | A1- 擁有控制股權的個人 (即擁有不少於百分之二十五的已發行股本)<br>Individual who has a controlling ownership interest (i.e. not less than 25% of issued share capital)                                                                                                                                                 |                     |                     |                     |
|                        | A2- 以其他途徑行使控制權或有權行使控制權的個人 (即擁有不少於百分之二十五的表決權)<br>Individual who exercises control/is entitled to exercise control through other means (i.e. not less than 25% of voting rights)                                                                                                             |                     |                     |                     |
|                        | A3- 擔任該實體的高級管理人員/對該實體的管理行使最終控制權的個人<br>Individual who holds the position of senior managing official / exercises ultimate control over the management of the entity                                                                                                                         |                     |                     |                     |
| B 合夥<br>Partnership    | B1- 有權直接或間接享有或控制該實體任何百分率的資本或利潤的個人<br>Is entitled to or controls, directly or indirectly, any percentage of the capital or profits of the entity                                                                                                                                            |                     |                     |                     |
|                        | B2- 直接或間接有權行使該實體任何百分率的表決權，或支配任何百分率的表決權的行使<br>Is, directly or indirectly, entitled to exercise or control the exercise of any percentage of the voting rights in the entity                                                                                                                 |                     |                     |                     |
|                        | B3- 擔任該實體的高級管理人員/對該實體的管理行使最終控制權的個人<br>Individual who holds the position of senior managing official / exercises ultimate control over the management of the entity                                                                                                                         |                     |                     |                     |
| C 信托<br>Trust          | C1- 有權享有該實體財產的資本的任何百分率的既得權益的個人，而不論該名個人是享有該權益的管有權、剩餘權或複歸權，亦不論該權益是否可予廢除<br>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 |                     |                     |                     |
|                        | C2- 財產授予人<br>Settlor                                                                                                                                                                                                                                                                       |                     |                     |                     |
|                        | C3- 保護人或執行人<br>Protector or enforcer                                                                                                                                                                                                                                                       |                     |                     |                     |
|                        | C4- 受托人<br>Trustee                                                                                                                                                                                                                                                                         |                     |                     |                     |
|                        | C5- 受益人或某類別受益人的成員<br>Beneficiary or member of the class of beneficiaries                                                                                                                                                                                                                   |                     |                     |                     |
|                        | C6- 其他 (例如：如財產授予人/受托人/保護人/受益人為另一實體，對該實體行使控制權的個人)<br>Other (e.g. individual who exercises control over another entity being the settlor / trustee / protector / beneficiary)                                                                                                                |                     |                     |                     |

|                                                    |                                                                                                                                                                                                          |  |  |  |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| D 除信托以外的法律安排<br>Legal Arrangement other than Trust | D1-處於相等/相類於 <b>財產授予人</b> 位置的個人<br>Individual in a position equivalent/similar to settlor                                                                                                                 |  |  |  |
|                                                    | D2-處於相等/相類於 <b>受托人</b> 位置的個人<br>Individual in a position equivalent/similar to trustee                                                                                                                   |  |  |  |
|                                                    | D3-處於相等/相類於 <b>保護人</b> 位置的個人<br>Individual in a position equivalent/similar to protector                                                                                                                 |  |  |  |
|                                                    | D4-處於相等/相類於 <b>受益人</b> 或某 <b>類別受益人的成員</b> 位置的個人<br>Individual in a position equivalent/similar to beneficiary or member of the class of beneficiaries                                                    |  |  |  |
|                                                    | D5- 其他（例如：如處於相等/相類於財產授予人/受托人/保護人/受益人位置的人為另一實體，對該實體行使控制權的個人）<br>Other (e.g. individual who exercises control over another entity being equivalent/similar to settlor / trustee / protector / beneficiary) |  |  |  |

## 第 5 部 聲明及簽署

### Part 5 Declarations and Signature

本人知悉及同意，財務機構可根據《稅務條例》（第 112 章）有關交換財務帳戶資料的法律條文，（a）收集本表格所載資料並可備存作自動交換財務帳戶資料用途及（b）把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

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).

本人證明，就與本表格所有相關的實體帳戶持有人所持有的帳戶，本人是**控權人** / **本人獲控權人授權**<sup>#</sup>簽署本表格（# 刪去不適用者）。

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*)

本人承諾，如情況改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會及時通知東方證券（香港）有限公司/東方期貨（香港）有限公司，並會在情況發生改變後 **30 日內**，向東方證券（香港）有限公司/東方期貨（香港）有限公司提交一份已適當更新的稅務居民自我認證表格。

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.

本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

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.

客戶簽署  
Signature : \_\_\_\_\_  
姓名 : \_\_\_\_\_  
Name : \_\_\_\_\_  
身份 : \_\_\_\_\_  
Capacity : \_\_\_\_\_  
(如你不是第 1 部所述的個人，說明你的身分。如你是以受權人身分簽署這份表格，須夾附該授權書的核證副本。)  
(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 : \_\_\_\_\_

**[本頁其餘部分刻意留為空白]**  
**[Remainder of Page Intentionally Left Blank]**

**K. 常設授權 - 客戶證券（證券保證金賬戶客戶如未能提供此授權書，我司只會提供證券現金帳戶服務）**

**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 (證監會持牌法團編號: AVD362)  
To: Orient Securities (Hong Kong) Limited (CE No.: AVD362)

東方期貨(香港)有限公司 (證監會持牌法團編號: AWD036)  
Orient Futures (Hong Kong) Limited (CE No.: AWD036)

香港中環皇后大道中 100 號 28-29 樓  
28F-29F, 100 Queen's Road Central,  
Central, Hong Kong

敬啟者 Dear Sir/Madam

**根據《證券及期貨(客戶證券)規則》所設立的常設授權 Standing Authorities under Securities and Futures (Client Securities) Rules**

本常設授權書是有關一切由貴公司代表本人/我們購入或持有之證券及證券抵押品。  
This letter of Standing Authority covers all securities and securities collateral purchased or held by you on my/our behalf.

本常設授權書，根據《證券及期貨(客戶證券)規則》第 7 條的規定，授權貴公司：  
Pursuant to Section 7 of the Securities and Futures (Client Securities) Rules, this letter authorizes you to:

- 在符合《證券及期貨(客戶證券)規則》的前提下，依據貴公司與第三方訂立的證券借貸協議及/或證券回購協議（為免生疑問，包括但不限於，相當於國際證券借貸協會全球證券借貸主協議（「全球證券借貸主協議」）及/或等同或類似於國際資本市場協會全球回購主協議（「全球回購主協議」）運用任何本人/我們的證券或證券抵押品（為免生疑問，包括但不限於股票、債券和票據以及其他類型的固定收益證券）；  
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;
- 將任何本人/我們的證券抵押品存放於認可財務機構，作為提供予貴公司的財務通融的抵押品；及/或  
deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you; and/or
- 將任何本人/我們的證券抵押品存放於認可結算所或另一獲發牌或獲註冊進行證券交易的中介人，作為解除貴公司在交收上的義務和清償貴公司在交收上的法律責任的抵押品，而無須通知本人/我們；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
- 將證券或證券抵押品存放於期權結算公司，作為因本人/我們向貴公司發出的指示而進行的交易所買賣期權活動的期權結算公司抵押品；及/或  
To deposit the securities or securities collateral with the SEIOCH as SEIOCH Collateral in respect of Exchange Traded Options Business resulting from my/our instructions to you; and/or
- 按貴公司同意之條款但受制於適用的監管規則，將本人/我們之證券及/或證券抵押品存入在香港或其它地方的任何一個或多個保管人及/或結算所或於它們間互相轉移；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
- 如果貴公司在證券交易過程中為本人/我們提供財務通融或在貴公司獲發牌或註冊以進行的任何其他受規管活動過程中亦為本人/我們提供財務通融，按照以上第 1 至 5 項運用、存入或以其它形式處理本人/我們之任何證券抵押品。  
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/我們明白認可結算所或其它獲發牌或獲註冊進行證券交易的中介人，將因應貴公司在交收上的責任及債務而對本人/我們的證券抵押品設定為第一固定押記。  
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/我們獲悉及確認貴公司有將客戶的證券及證券抵押品再質押的做法。  
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/我們明白現時並無任何法例規定本人/我們必須簽署此授權書；然而，貴公司可能需要此授權書，以便例如向本人/我們提供保證金貸款或獲許將有關本人/我們的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。本人/我們亦明白倘若本人/我們簽署此授權書，而本人/我們的證券或證券抵押品已借出予或存放於第三方，該等第三方將對本人/我們的證券或證券抵押品具有留置權或作出押記。雖然貴公司根據本人/我們的授權而借出或存放屬本人/我們的證券或證券抵押品須對本人/我們負責，但貴公司的失責行為可能會導致本人/我們損失本人/我們的證券或證券抵押品。本人/我們同意並確認貴公司及其有聯繫實體有權收取及保留任何由於處理本人/我們的證券或證券抵押品所產生的任何報酬、收入、回佣或其他利益而無須向本人/我們負責。

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/我們明白本人/我們的證券可能受制於第三者之權利，貴公司可於全數抵償該等權利後，方將本人/我們的證券退回本人/我們。  
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.

本常設授權書以本函件日期起計十二個月內有效，並可於下列情況予以續期，每次續期的有效期為十二個月：本人/我們以書面形式同意續期；或貴公司於授權有效期屆滿前不少於十四日向本人/我們發出書面通知，而本人/我們於授權有效期屆滿前未有提出反對續期。本人/我們有權隨時以三十天書面通知貴公司撤銷此常設授權書。  
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/我們解釋清楚，並已被提醒可尋求獨立意見。本人/我們明白本函件的內容。  
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.

**[本頁其餘部分刻意留為空白；下接簽名頁]**  
**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**





**L. 常設授權 – 客戶款項**  
**Standing Authority - Client Money**

|                                           |                     |                                                       |
|-------------------------------------------|---------------------|-------------------------------------------------------|
| 致：東方證券(香港)有限公司                            | (證監會持牌法團編號: AVD362) | 香港中環皇后大道中 100 號 28-29 樓                               |
| 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                              | (證監會持牌法團編號: AWD036) |                                                       |
| Orient Futures (Hong Kong) Limited        | (CE No.: AWD036)    |                                                       |

**根據《證券及期貨(客戶款項)規則》所設立的常設授權 Standing Authority under Securities and Futures (Client Money) Rules**

本授權書涵蓋貴公司為本人/我們(i)在香港收取或持有並存放於一個或多個獨立帳戶內和(ii)在香港以外地區收取或持有並存放於一個或多個獨立帳戶內，設立維持並指定為信託帳戶或客戶帳戶之款項(包括因持有並非屬貴公司的款項而產生之任何利息)(下稱「款項」)。

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”).

除非另有說明，本授權書之名稱與《證券及期貨條例》及《證券及期貨(客戶款項)規則》不時修訂之定義具有相同意思。

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.

本授權書授權貴公司This letter authorizes you to :

- 組合或合併東方期貨(香港)有限公司(下稱「東方期貨(香港)」)及/或東方證券(香港)有限公司(下稱「東方證券(香港)」)及/或其任何附屬公司及聯繫公司(統稱「東方(香港)」)及/或東方證券股份有限公司及/或交易對手所維持的任何或全部獨立帳戶，此等組合或合併活動可以個別地或與其他帳戶聯合進行，貴公司可將該等獨立帳戶內任何數額之款項作出轉移，以解除本人/我們對東方(香港)內任何成員及/或東方證券股份有限公司及/或交易對手的義務或法律責任，不論此等義務和法律責任是確實或或然的、原有或附帶的、有抵押或無抵押的、共同或分別的；  
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;
- 從東方(香港)任何成員及/或東方證券股份有限公司及/或交易對手於任何時候維持的任何獨立帳戶之間來回調動任何數額之款項；  
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);
- (僅適用於員工股權激勵賬戶及須與本賬戶條款及細則第十三部份 – 員工股權激勵計劃條款及細則一併閱讀) 若客戶屬僱主公司指定的須遵守國家外管局關於境內個人參與境外上市公司股權激勵外匯管理有關問題的通知(匯發[2012]7 號文)(「7 號文」)人士，在從客戶出售激勵股份所得款中扣除依據賬戶條款及細則第十三部份 – 員工股權激勵計劃條款及細則第 2.8.3(d)條所有適用的金額、費用、收費之後，客戶授權東方證券(香港)無需提前通知客戶，將淨出售所得款、相關股息收益等從客戶賬戶轉移至僱主公司指定賬戶，以滿足 7 號文的相關要求(「轉移授權」)；  
(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”);
- (僅適用於員工股權激勵賬戶及須與本賬戶條款及細則第十三部份 – 員工股權激勵計劃條款及細則一併閱讀) 若客戶屬僱主公司指定的須支付預提稅的人士，客戶授權東方證券(香港)無需提前通知客戶，將指定的稅金、或者依據僱主公司指定的計算公式計算的款項(定義如下)在僱主公司指定限期前，轉移至僱主公司指定賬戶，用來結算關於客戶行使及/或處置獎勵及處置獎勵股份而在計劃下指定的應付稅款(「稅務授權」)；  
(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”);
- (僅適用於員工股權激勵賬戶及須與本賬戶條款及細則第十三部份 – 員工股權激勵計劃條款及細則一併閱讀) 第 3 及第 4 條所述的「僱主公司指定賬戶」，詳情如下：  
(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:

| 轉移授權指定的銀行賬戶 Transfer Authorization Designated Bank Account       |                                                       | 稅務授權指定的銀行賬戶 Tax Authorization Designated Bank Account       |  |
|------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|--|
| 銀行<br>Bank                                                       |                                                       | 銀行<br>Bank                                                  |  |
| 帳戶名稱<br>Account Name                                             |                                                       | 帳戶名稱<br>Account Name                                        |  |
| 帳戶號碼<br>Account Number                                           |                                                       | 帳戶號碼<br>Account Number                                      |  |
| 轉移授權指定的證券賬戶 Transfer Authorization Designated Securities Account |                                                       | 稅務授權指定的證券賬戶 Tax Authorization Designated Securities Account |  |
| 證券行<br>Securities Broker                                         | 東方證券(香港)有限公司<br>Orient Securities (Hong Kong) Limited | 證券行<br>Securities Broker                                    |  |
| 帳戶名稱<br>Account Name                                             |                                                       | 帳戶名稱<br>Account Name                                        |  |
| 帳戶號碼<br>Account Number                                           |                                                       | 帳戶號碼<br>Account Number                                      |  |

如客戶不同意或不瞭解有關安排，便不應簽署本表格。如有疑問，請聯絡您的僱主，或尋求獨立第三方的意見；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

- (僅適用於員工股權激勵賬戶及須與本賬戶條款及細則第十三部份 – 員工股權激勵計劃條款及細則一併閱讀) 客戶明白並且同意：  
(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:
  - 東方證券(香港)無須因稅額授權、轉移授權或本條款中的任何授權之範圍內的資金轉移而造成的任何損害或者損失負責。  
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.
  - 只要東方證券(香港)在稅務授權的範圍內且依據稅務授權行事，若客戶或僱主公司未能清繳客戶行使及/或處置獎勵及處置獎勵及處置獎勵股份在相關法律法規下需結算的稅款，東方證券(香港)無須對此負責；並且  
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
  - 只要東方證券(香港)在轉移授權的範圍內且依據轉移授權行事，以符合 7 號文的有關要求，東方證券(香港)無須對無法或者延誤將淨出售所得款轉移至僱主公司指



定的銀行賬戶負責。

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.

貴公司可不向本人/我們發出通知而採取上述行動。此賦予東方期貨(香港)之授權乃鑒於東方期貨(香港)同意繼續維持本人/我們之期貨交易帳戶，而賦予東方證券(香港)之授權乃鑒於東方證券(香港)同意繼續維持本人/我們之證券現金帳戶及/或證券保證金帳戶及/或股票期權帳戶及/或員工股權激勵賬戶。

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.

此賦予貴公司之授權並不損害東方(香港)可享有有關處理該等獨立帳戶內款項的其他授權或權利。

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.

本授權書由本函簽發日期起 12 個月內有效。

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

本人/我們可以向貴公司客戶服務部位於上述所列明之地址發出書面通知，撤回本授權書。該等通知之生效日期為貴公司真正收到該等通知後之 14 日起計。

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/我們明白貴公司若在本授權書的有效期限滿前不少於 14 日，向本人/我們發出書面通知，提醒本人/我們本授權書即將屆滿，而本人/我們沒有在此授權屆滿前反對此授權續期，本授權書應當作在不需要本人/我們的書面同意下按持續的基準已被續期。

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/我們明白貴公司將於此授權屆滿日期後的 1 星期內，將該授權續期的確認書發予本人/我們。

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.

倘若本授權書的中文本與英文本在解釋或意義方面有任何歧義，本人/我們同意應以英文本為準。

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/我們閱讀、明白及同意本授權書的內容。

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

**客戶簽署 (蓋上公司印章) Client's Signature (with company chop):**

授權人簽署

Signed by the Authorized Person:

X

姓名 Name:

日期 Date:

授權人簽署 (如適用)

Signed by the Authorized Person (if applicable):

X

姓名 Name:

日期 Date:

**[本頁其餘部分刻意留為空白]**  
**[Remainder of Page Intentionally Left Blank]**

有關「客戶協議」（包括《賬戶條款及細則》、風險披露聲明、個人資料（私隱）條例）致客戶通知及以最佳條件執行交易披露、本帳戶申請書、交易及服務費用詳情等）及資料準確性提供確認：

## 本人/我們聲明及確認

I/We declare and acknowledge that:

- 客戶簽署 (蓋上公司印章) Client's Signature (with company chop):**

**授權人簽署**

**Signed by the Authorized Person:**

**X**

客戶姓名 Client's Name:

日期 Date:

**授權人簽署 (如適用)**

**Signed by the Authorized Person (if applicable):**

**X**

客戶姓名 Client's Name:

日期 Date:

假如我們【東方證券(香港)有限公司/東方期貨(香港)有限公司】向閣下\_\_\_\_\_招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款效力。

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：“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或杠杆式外匯交易合約。就“杠杆式外匯交易合約”而言，其只適用於由獲得發牌經營第3類受規管活動的人所買賣的該等杠杆式外匯交易合約。

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.

見證人姓名

Name of Witness

見證人職業及資格

Occupation and Qualification of Witness

見證人簽署

Signature of Witness

**P. 持牌代表聲明 Declaration by Licensed Representative**

本人, \_\_\_\_\_ (持牌代表姓名, 請用正楷填寫), 確認已經以客戶選擇的語言 (英文或中文) 提供了**客戶協議** (包括《賬戶條款及細則》、風險披露聲明、及個人資料 (私隱) 條例) 致客戶通知及以最佳條件執行交易披露、本帳戶申請書、交易及服務費用詳情等), 並且本人已經邀請客戶閱讀該風險披露聲明, 提出有關問題及徵求獨立的意見(如客戶有此意願)。

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).

( 請用正楷填寫 Please complete in block letters )

持牌代表姓名 Name of Licensed Representative

中央編號 CE No

持牌代表簽署 Signature of Licensed Representative

備注 Remarks:

向客戶確認日期 Date of Confirmation with Client:

確認時間 Confirmation Time:

內綫 Ext

經由東方證券(香港)有限公司/東方期貨(香港)有限公司承認及接納

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

授權簽名 / 公司印章 Authorized Signatory / Company Chop

日期 Date: \_\_\_\_\_

**[本頁其餘部分刻意留為空白]**  
**[Remainder of Page Intentionally Left Blank]**

**Q. 董事會決議摘錄 Extract of Board Resolutions**

(客戶名稱) (「本公司」) 於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

在(地點) \_\_\_\_\_ 正式召開董事會會議，並決議事項如下：

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 為是次會議之主席

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

**通知書及法定人數 Notice and Quorum**

有關通知已按要求發出，且與會人數符合會議法定人數的要求，主席宣布會議有效。

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

於會上通過下列決議案：

IT WAS RESOLVED THAT:

**1. 獲授權簽署人 Authorized Signer(s)**

本公司將於東方證券(香港)有限公司及東方期貨(香港)有限公司[請刪去不適用者] 有限公司開立一個或多個交易賬戶(「交易帳戶」)，並且授權下列人士為賬戶獲授權簽署人，實時生效。任何 \_\_\_\_\_ 位獲授權簽署人可代表公司：(i) 簽署、簽訂及交付與帳戶相關之所有協議或文件，包括就本公司開立交易帳戶一事向相關公司簽署開戶文件及其他有關開立交易帳戶所須之一切文件，並且建立、簽署和履行就與有關公司維持交易帳戶之任何其他協議書、擔保書、授權書、抵押文件、確證書、解除文件或其它文件；及(ii)簽發指令從/向交易帳戶提取/轉帳任何資金、證券、抵押品或其他資產，及處理所有與賬戶結算相關之事宜。

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<br>Name | 身份證/護照號碼<br>ID. Card/ Passport No. | 職位<br>Position | 聯絡電話及電郵<br>Tel. No. & Email | 簽名式樣<br>Specimen Signature |
|------------|------------------------------------|----------------|-----------------------------|----------------------------|
|            |                                    |                |                             |                            |
|            |                                    |                |                             |                            |
|            |                                    |                |                             |                            |
|            |                                    |                |                             |                            |

**2. 獲授權交易人 Authorized Trader (s)**

授權下列人士為交易賬戶之獲授權交易人，任何 \_\_\_\_\_ 位獲授權交易人可代表本公司進行交易買賣(包括透過以口頭、電子、書面、電郵或其他方式)，實時生效。

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<br>Name | 身份證/護照號碼<br>ID. Card/ Passport No. | 職位<br>Position | 聯絡電話及電郵<br>Tel. No. & Email | 簽名式樣<br>Specimen Signature |
|------------|------------------------------------|----------------|-----------------------------|----------------------------|
|            |                                    |                |                             |                            |
|            |                                    |                |                             |                            |
|            |                                    |                |                             |                            |
|            |                                    |                |                             |                            |

**3. 當本公司變更任何上列的獲授權人士時，定當以書面通知東方證券(香港)有限公司及/或東方期貨(香港)有限公司(視何者適用)；東方證券(香港)有限公司及/或東方期貨(香港)有限公司(視何者適用)將按其書面通知內容辦理，直至另獲新通知為止。**

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.

由於再無其他議案，主席宣布散會。

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

主席 Chairman :

日期 Date :

**IMPORTANT NOTICE TO THE GUARANTOR****致擔保人的重要通知****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.

本擔保契約是一份重要的法律文件。在簽署本擔保契約前，務請擔保人細心閱讀本擔保契約及必須向其選定的律師尋求獨立的法律意見，以確保完全明白其責任和義務及簽署本擔保契約的全部及有關係的後果。本擔保契約是具有法律約束力的文件。只有在擔保人同意受本擔保契約約束的情況下，擔保人始應簽署本擔保契約。

**Summary of Guarantor's Liabilities and Obligations****擔保人責任和義務的總結**

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

擔保人在本擔保契約項下的責任和義務範圍概述如下:-

- (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

如並無於本擔保契約附表2載列指明金額，擔保人應負無限責任，擔保人須償還借款人應支付我們的無限額債務（無論實際或或有、無論以借款人或擔保人身份、無論單獨或與任何其他人士共同）連同全部利息及我們於本擔保契約項下產生的成本、費用及開支；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.

如已於本擔保契約附表2載列指明金額，擔保人須償還不會超過載列於附表2的指明金額連同利息及我們於本擔保契約項下產生的成本及費用的總額。

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:

擔保人須在我們的書面要求下根據本擔保契約立即付款。擔保人聲明及確認在簽署本擔保契約前，已被要求就本擔保契約的條款尋求獨立的法律意見。擔保人亦須特別留意下列事項：

- (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.

如果擔保人簽署本擔保契約，擔保人主要承擔借款人欠我們的所有債務（見下文定義）並須代替或與借款人共同承擔責任。

- (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.

若有多於一名擔保人，擔保人須承擔的法律責任將屬共同及各別承擔性質。這表示我們可向擔保人當中任何一人申索全部擔保業務，而毋須向擔保人全體申索該等保證款項。

- (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.

我們可以在沒有給予擔保人事前通知及未獲得擔保人同意的情况下，更改已提供予借款人的任何信貸融資及財務授信的條款，而此等行動將不會在任何方面影響擔保人在本擔保契約下就所有該等信貸融資及財務授信所須承擔的責任。

- (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.

本擔保契約是一持續性保證。除非及直至借款人償還全部到期支付的款項，否則本擔保契約將不會被解除。

- (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.

我們可以在沒有給予擔保人事前通知及未獲得擔保人同意的情况下，動用擔保人於我們開設的任何一個戶口（無論是個人或聯名）內的任何款項以解除擔保人在本擔保契約項下的責任。

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 independence legal advice.

以上提供的清單並非詳盡無遺地列舉擔保人的責任和義務，建議擔保人應尋求獨立法律意見。

**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 [ ]  
本擔保契約於二零[ ]年[ ]月[ ]日

THIS DEED OF GUARANTEE is made :-

本擔保契約由:-

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**”)  
其名稱及詳細資料載列於附表1第一部份的人士（下稱「擔保人」）

IN FAVOUR OF:

發出並惠及:

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 (the “**Company**”), 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（公司編號1445480），其註冊地址位於 香港中環皇后大道中100號28樓及29樓（下稱「東方證券(香港)」），由香港證券及期貨事務監察委員會發牌的持牌法團，並可根據《證券及期貨條例》（香港法律第571章）進行，第一類及第四類受規管的活動。

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（公司編號1445794），其註冊地址位於 香港中環皇后大道中100號28樓及29樓（下稱「東方期貨(香港)」），由香港證券及期貨事務監察委員會發牌的持牌法團，並可根據《證券及期貨條例》（香港法律第571章）進行，第二類受規管的活動。

(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)有限公司各自單獨地及共同地稱為「本公司」)

THIS DEED WITNESSETH as follows:-

本擔保契約如下: -

## 1. DEFINITIONS AND INTERPRETATIONS 定義及釋義

1.1. In this Guarantee, the following words and expressions shall, unless the context otherwise requires, have the following meanings:-  
在本擔保契約中，除非在下文另有規定，否則下述的文字及詞語將具有下列所述的含意: -

“Associate”  
「聯營公司」

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.

指本公司位於香港或其他地方的直接或間接的控股公司、附屬公司、關聯公司或其他分行。

“Borrower”  
「借款人」

means the party or parties whose particulars are more particularly set out in **Part II of the Schedule I** 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.

指在本擔保契約附表1第二部份載列其詳細資料之人士；如借款人有兩人或以上，「借款人」被視作指該等人士全體或任何一人或多人。

“Business Day”  
「營業日」

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.

指香港銀行一般營業的一天，但不包括星期六、星期日；及於八號或以上之颱風訊號懸掛或於上午9時至中午12時仍然維持及於中午12時或之前仍未除下或「黑色」暴雨警告訊號懸掛或於上午9時至中午12時仍然維持及於中午12時或之前仍未取消的任何一天。

“Guarantee”

means this Deed of Guarantee.

「擔保契約」

指本擔保契約。

“Guarantor”

「擔保人」

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.

指其詳細資料載列於本擔保契約**附表1第一部份**之人士。如果本擔保契約由多於一個人作出或代表多於一個擔保人作出，擔保人於本擔保契約項下的協議、義務、責任及承諾是共同及各別的。任何提及「擔保人」，意思指該等人士全體或任何一位人士。任何擔保人不會由於本擔保契約因任何原因無效或不再對任何其他擔保人具約束性（不論是否由於與本公司達成協議）而得以解除該擔保人於本擔保契約下的義務或責任。

“Secured Obligations”

「擔保義務」

(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.

(當**附表2**中未載列指明金額)指(a)借款人不論在任何時候(不論現在或將來、不論實際或或有、不論以借款人或擔保人身分、不論單獨或與任何其他人士共同)而欠負本公司任何貨幣之全部款項，及(b)(不論是什麼付款要求或判決之前或後)由借款人按由擔保人及本公司約定的約定利率；及若沒有約定利率，則以本公司決定的利率，支付直至付款日期為止之由本公司決定的利息連同本公司於本擔保契約項下的成本、費用及開支；或(當**附表2**載列指明金額)指(a)借款人不論在任何時候(不論現在或將來、不論實際或或有、不論以借款人或擔保人身分、不論單獨或與任何其他人士共同)而欠負本公司任何貨幣之全部款項，及(b)(不論是什麼付款要求或判決之前或後)由借款人按由擔保人及本公司約定的約定利率；及若沒有約定利率，則以本公司決定的利率，支付直至付款日期為止之由本公司決定的利息連同本公司於本擔保契約項下的成本、費用及開支。但是，所有於本擔保契約下可向擔保人追討的全部及最終責任的款額不應超過指明金額連同累算利息及本公司於本擔保契約項下產生的成本、費用及開支的總額。

- 1.2. In this Guarantee, the Company shall include the Company’s successors and assigns.  
「本公司」包括本公司之繼承人及受讓人。
- 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.  
除非上文另有規定，表示男性的詞語包括女性及公司的意思；而表示單數的詞語亦含複數的意思，而同時表示複數的詞語亦含單數的意思。
- 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.  
本擔保契約任何標題僅為方便閱讀而添加，並無法律效力。除非另有規定，凡本擔保契約所指之條款及附表，即指本擔保契約內的條款及附表。
- 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.  
於本擔保契約中，如借款人由兩人或以上組成，任何提及借款人即指該等人士全體或任何一人或多人，除非上下文另有規定。
- 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.

於本擔保契約中，如擔保人由兩人或以上組成，任何提及擔保人即指該等人士全體或任何一人或多人，除非上下文另有規定。

## **2. GUARANTEE AS CONTINUING SECURITY 作為持續性抵押的擔保**

- 2.1. 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.

鑑於本公司同意不時或隨時以其認為合適的範圍及條款(i)向借款人提供或授出貸款便利(包括但不限於，保證金融資)或其他財務授信及/或(ii)給予寬限(不論是時間或其他寬限)，擔保人謹此無條件地同意地於本公司向擔保人作出書面付款要求時支付、滿足及解除擔保義務，且擔保人不得作出任何性質的扣減、抵銷、反申索或預扣。

- 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.

擔保人聲稱、同意及確認，當任何擔保義務由於任何原因變得無效及不可執行時，擔保人將以彌償的方式以主要借款人身份承擔該等款項，等同擔保義務未有變得無效或不可執行。

- 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.

所有本公司根據本擔保契約收取或持有或支付予本公司的款項可不時以購買該等貨幣為目的按由本公司絕對酌情決定的當時的兌換率轉換成本公司認為有需要或合適的該等貨幣並用以支付以該等貨幣為幣別的擔保義務。擔保人須對與本擔保契約項下的貨幣兌換有關或與其相關的任何匯兌所導致的損失負責。

- 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.

本擔保契約是及持續為一持續性的就借款人欠負本公司之擔保義務的擔保。本擔保契約不會因繳付中間還款或清償借款人欠下款項的全部或任何部份而視作已清償。

- 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.

除非根據本擔保契約的條文終止本擔保契約，本擔保契約將維持全面及完全的效力，直至所有借款人對本公司的欠款最終全數得到清償及解除為止。

## **3. DEALING WITH BORROWER 與借款人交易**

- 3.1. 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:-

本公司可按其絕對酌情權在沒有給予擔保人事先通知及未獲得擔保人同意及在沒有解除、減少或影響擔保人於本擔保契約項下之責任和義務或沒有影響本擔保契約設定的擔保的情況下，採取下列任何行動：-

- (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(不論全部或部份地)、限制、授出、擴大、改動或再授予任何融資便利(包括但不限於，保證金融資)或貸款或財務授信予借款人；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、與借款人及/或任何第三者作出和解或訂立債務重整協議、提供寬限(不論是金錢、時間或其他方面的寬限)或其他安排、接受與借款人及/或任何第三者或其他與借款人共同、各別地或共同及各別地負責的人或作為借款人的擔保人或其他任何人士進行債務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.

改動、交換、再授予、解除、免除、停止、放棄完成及/或持有任何抵押、賠償、擔保及/或任何其他性質類似的承諾或安排(不論是由借款人或任何第三者)就本擔保契約所擔保之擔保義務所作出。

## **4. CONCLUSIVE EVIDENCE 最終證據**

- 4.1. 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獲授權人員就證明借款人當時欠下本公司之款項及負債所發出的結單或證書將對擔保人具最終約束力，並在任何具司法管轄權的法庭可作為起訴擔保人的法律訴訟之終局性證據。

## **5. ADDITIONAL SECURITY 額外擔保**

- 5.1. 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.

本擔保契約項下的擔保為一附加擔保，並不損害或削弱為擔保義務所作出的任何其他擔保、彌償或保證(不論是由擔保人或借款人或任何其他第三者不時提供予本公司)。

- 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.

本擔保契約及擔保人於本擔保契約項下的責任或義務不會因為本公司就擔保義務而不時持有或將持有的任何其他擔保、彌償、抵押或擔保品(不論全部或其任何部份)的無效、不具執行性、具瑕疵、不完整、不正常或不正規而受到影響。

## **6. ENFORCING OTHER MEANS OF PAYMENT 其他付款方式**

- 6.1. 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.

本公司有權(但非必要)於任何時間及按其認為合適之任何形式或次序，訴諸任何擔保義務的其他付款方式。

## **7. SUSPENSE ACCOUNT 暫記帳戶**

- 7.1. 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.

任何根據本擔保契約收取或持有或支付予本公司之款項，本公司如認為適當或適宜，有權將其存入一個暫記帳戶，而毋須承擔運用此等付款或用於解除擔保義務的責任。

## **8. NO COMPETITION WITH THE COMPANY 不與本公司爭利**

- 8.1. 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.

於任何情況下，擔保人不得以與本公司競爭權利或優先於本公司的方式就擔保人於本擔保契約項下不時支付予本公司的款項尋求償還或行使任何其他權利或法律補救。特別是及不限於，擔保人不會向借款人或共同擔保人或其遺產代理人作出任何申索；亦不得於借款人或任何共同擔保人的破產或清盤程序中進行任何申索；亦不得從或向借款人或共同擔保人執行任何抵押或擔保品。

## **9. SET-OFF AND LIEN 抵銷及留置權**

- 9.1. 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:-

除法律或衡平法賦予本公司可享有之任何一般留置權或凌駕性權利外及不損害上述一般留置權或其他權利及救濟的情況下，本公司可於任何時間內，在沒有事先通知擔保人之情況下作出下列作為： -

- (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  
抵銷、合併、劃撥及動用擔保人於本公司或聯營公司(如有)開立之帳戶中(不論是否須作出通知，已到期或以擔保人個人名義開立或與其他人士聯名共同開立)不時實益擁有之任何貨幣結餘數抵償根據本擔保契約項下條文，擔保人對本公司所欠負的所有或任何負債；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.

如果本擔保契約項下有任何款項應付未付，本公司可保留存放於本公司或本公司代擔保人或以擔保人之名義保管之全部或任何及位於任何地方的抵押品、擔保品、貴重物品或任何其他財產，並以本公司為此目的釐訂之價格及指定的條款，透過公開拍賣、私人條約、投標或其他本公司絕對酌情決定的方式出售、處理、轉換或處置有關物品(不論是全部或部份)。此外，本公司有權為此絕對酌情委託代理人及經紀人，並將出售所得之款項首先扣除所有開支及費用，然後將之支付、抵銷或解除本擔保契約項下所欠之任何或全部款項。

**10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 陳述、保證及承諾**

10.1. 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:-

擔保人(如果擔保人由兩個或更多人組成，則應共同地或各別地)向本公司陳述、保證及承諾下列事項：-

- (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;  
(僅適用於公司擔保人)其是依法人組織所在地之法律合法成立且有效存在之有限責任公司，且有完整權力、權限及行為能力經營其現在所進行之業務，並得擁有財產及資產；
- (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;  
其擁有所有合法權力及權限簽訂及履行本契據及依此所為之交易中之所有義務，且其權力並無任何限制或(僅適用於有限公司)依此之行為將優於其董事之權力；
- (h) the obligations of the Guarantor under this Guarantee are direct, general and unconditional obligations;  
擔保人於本擔保契約的責任是直接、全面及無條件的責任；
- (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;  
擔保人執行、交付及履行本擔保契約項下各條款均不會(i)觸犯任何適用於擔保人的現行法律或指令，或(ii)違反任何約束擔保人的合約限制，或(iii)產生、導致或迫使擔保人的全部或任何部份資產設置任何產權負擔(於本擔保契約設置者除外)；
- (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;  
不存在具重大負面或不利影響的違反任何適用於擔保人的法律、規則、規例、指令、指示、同意或義務事項；
- (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;  
除已於本擔保契約日期之前已書面披露予本公司者外，不存在或就擔保人所知，不存在正在進行、仍然未決或未了結，且如作出不利裁決，將可能對擔保人之資產、營業或財務狀況或擔保人履行其於本擔保契約之義務或解除任何擔保義務有重大負面或不利的影響之訴訟、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;  
(只適用於公司擔保人)擔保人或其任何聯營公司概無可能造成任何重大財務承擔或責任具有類近性質(包括但不限於，任何彌償擔保債券或類似責任)之違責，概無可能違反任何協議或安排或法例或其他法律規定，以致或違反方式可能對擔保人或其聯營公司整體的業務資產或財務狀況造成重大負面或不利的影響；
- (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;  
(只適用於公司擔保人)擔保人或其任何聯營公司概未牽涉入任何訴訟、訟案、仲裁或法律程序，且據擔保人所知，概無任何該等仍然未決、待決或威脅訴訟、訟案、仲裁或法律程序對擔保人或其聯營公司整體業務資產或財務狀況已造成或可能造成重大負面或不利的影響；
- (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  
就執行本擔保契約而言，擔保人已取得所有官方批准、准許、同意或牌照(如有)並完全有效，於本擔保契約當日，擔保人毋須任何政府的或其他的批准、准許、同意或牌照以簽署本擔保契約及履行其項下的責任；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.

所有由擔保人提供予本公司的資料(不論是財務、個人或其他資料)，於所有重大方面均屬更新、真實、完整及正確，不具誤導性及並已經披露所有重要事實；及已進行所有查詢，以核實所有資料載列的事實。不存在未有披露足以令任何事實或陳述變得具誤導性及不真實的其他事實及此等資料載列的任何假設、預估、預測或推測均公平地、合理地及真誠地作出。

## **11. RIGHT OF SUBROGATION 取代權**

- 11.1. Unless and until all amounts due or to become due from the Borrower under this Guarantee 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.

在借款人無條件地償付予本公司所有其債項及負債之款項前，擔保人無權分享由本公司持有的任何抵押品、由本公司收取的款項或應收款項，亦不得就任何抵押品或款項取代本公司的地位。

## **12. DISCHARGE CONDITION 解除條件**

- 12.1. 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.

擔保人同意及確認，本公司與擔保人之間任何之免除、解除或和解之條件為由借款人、擔保人或任何其他人士提供予本公司之抵押品、產權處置或款項沒有因任何有關償付能力法律的條文或成文法則而失效或減少。當未能完全符合本條款的條件，本公司其後有權於任何時間強制執行本擔保契約，等同該等免除、解除或和解從未發生。

## **13. INVALIDITY OF DEBTS 債項失效**

- 13.1. 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.

假若借款人對本公司有應付或結欠的任何債項或責任，如有效將構成擔保義務(或其中任何部分)，並因任何理由(包括但不限於任何違法情況、違規情況、借款人權力的限制或缺陷、不合規的權利行使、任何疑似代表借款人行事的人士欠缺授權、任何法律或其他限制、任何無行為能力或無履行職務能力的情況、借款人的合併、重建、重組或清盤)失效、不再有效或不可向借款人執行或追討，則不論本公司是否知悉相關理由，擔保人仍須就該等債項及/或責任向本公司負責，猶如該等債項及/或責任完全有效及可執行及擔保人是有關債項及/或責任的借款人。擔保人須向本公司彌償因借款人未能履行義務或責任而招致的所有損害、損失、訴訟、行動、要求、成本及開支。

## **14. NOTICE 通知**

- 14.1. 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.

本擔保契約項下的所有通知、要求、通訊、原訴法律程序文件、其他法院文件或命令，需以書面發出及在不損害任何其他送遞方式的情況下以專人送達、郵寄、傳真或電郵發出。

- 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.

如果以郵寄發出，載有該等通知、要求、通訊、原訴法律程序文件、其他法院文件或命令的信封必須填上預期收件人的最後為人所知的地址及貼上適當郵票或預付適當的郵資及由可用的最迅速郵遞供應商發出。如果以傳真或電郵發出，必須傳送到預期收件人授權或指明的傳真號碼或電郵地址。

- 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.

除非及直至本公司實際地收到擔保人更改任何資料的通知，否則該等更改沒有效用。

- 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、通訊、原訴法律程序文件、其他法院文件或命令於下列情況被視作妥為送達及收到：-

(p) in case of personal delivery, upon delivery;

如以專人送達，在送達的時候；

- (q) in the case of posting, on the second day (or seventh day if overseas) after the day of posting;  
如以郵寄送達，在寄出後的第2日(如海外地區則指寄出後的第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  
如以傳真傳送，如果傳真機收到傳真及列印報告確認已收受傳真，則指完成傳真的日期及時間。如果收到傳真的日期為非營業日，則應視為於下一個營業日收到；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.  
如以電子郵件傳送，在完成傳送到授權或指定的電子郵箱的日期及時間。如果傳送電子郵件的日期為非營業日，則應視為於下一個營業日收到。

## **15. PROCESS AGENT 接受法律令狀代理人**

- 15.1. 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.  
有關香港法庭司法程序及有關本擔保契約之任何文件之送達，如其已由姓名及現時地址載列於**附表1之第3部份**之送達代收人所收受，應被視為已合法送達予擔保人，且如其已由送達代收人所知悉則應被視為已為擔保人所知悉。為免生疑問，本公司有權通過法律允許的任何其他方式送達任何程序（無論是原訴法律程序或其他程序）以及法院文件和命令。

## **16. NON WAIVER 非棄權**

- 16.1. 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.  
本公司不行使或遲延行使任何權力、權利或特權不應視為放棄有關權力、權利或特權。單一地或部份地行使不應視為放棄有關權力、權利或特權。單一地或部份地行使有關權力、權利或特權應不排除進一步行使或執行或以任何其他方式行使或執行任何其他有關權力、權利或特權。本擔保契約賦予本公司的權利及補救方法是累加的及將附加於法律或本公司持有的其他文件所賦予的權利或補救方法以外。

## **17. SEVERABILITY 各自獨立性**

- 17.1. 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.  
本擔保契約項下每一條條文均獨立於其他條文。即使一條或多條條文變得無效或不可執行，其他的條文的合法性、有效性或可執行性均不會受到影響或損害。

## **18. JOINT AND SEVERAL LIABILITY 共同及各別責任**

- 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).  
如果擔保人由兩人或以上組成，則該人士對擔保義務的義務及責任應為共同承擔，但是，即使本擔保契約因任何性質的原因，包括但不限於，任何法律或其他限制、無效、無行為能力或缺乏權限或未合法行使等原因而未能對其任何一人或多數人執行時，各人士仍應完整負責及負擔遵守本擔保契約之義務。本公司對根據本擔保契約負連帶責任之任何一人或多數人所為之任何付款要求應視為已對所有人為此要求。任何人均無權就其他各該人之權利、義務及責任，主張為其任何權利或補救之保證。本公司得分別對其一人或多人就任何事項且不經通知或其他人之同意，在不損害或影響本公司對任何其他人之權利及補救之前提下，對任何一人或多人解除、混合、以其他方式變更或同意變更其責任、給予時間或延展、或與之進行其他安排。

## **19. PERSONAL DATA AND INFORMATION 個人資料及資訊**

- 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.

擔保人確認、聲明及明白其就本擔保契約向本公司提供的全部資料(包括個人資料和財務資料)於各方面均屬真實、準確、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.

如擔保人就本擔保契約向本公司提供的任何資料有改變，擔保人將盡快書面知本公司。

## **20. DISCLOSURE OF INFORMATION 披露資料**

- 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.

擔保人同意容許本公司披露其資料或資訊。對於擔保人的個人資料或資訊，擔保人同意容許本公司在《個人資料(私隱)條例》香港法律(第486章)(下稱「**該條例**」)的規限下，向本公司就該條例不時公布的「《個人資料(私隱)條例致客戶通知》」中所提及的人士及目的或按照擔保人與本公司訂立的任何其他協議披露擔保人的資料及擔保人確認已獲取一份上述通告的副本。

## **21. THIRD PARTY RIGHTS 第三方權利**

- 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.

於不損害第21.3條款的情況下，當一名人士並非本擔保契約的當事人，則其於《合約(第三者權利)條例》(香港法律第623章)(下稱「**第三者條例**」)項下並無權力執行或享有本擔保契約項下任何條文的利益。

- 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.

儘管本擔保契約的任何條文，於任何時候撤銷或修訂本契據毋須取得非本擔保契約的當事人之同意。

- 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、主管人員、員工，附屬機構或代理可以，憑藉第三者條例，依賴明確賦予該等人士的權利或權益之任何本擔保契約項下的條文(包括但不限於，任何彌償、限制或責任的豁免)。

## **22. ASSIGNMENT**

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

擔保人不可轉讓其在本擔保契約項下之任何權利、義務或責任。

- 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.

本公司隨時均可轉讓、代償及/或移轉(視乎情況而定)於擔保契約項下之所有或任何權利、利益或義務予任何人。於此情況下，受讓人就對擔保人而言擁有本公司擁有的同等權利及權益，等同受讓人為本擔保契約的當事人一樣。擔保人謹此放棄其所有質疑任何該等轉讓有效性的權利。擔保人茲承諾，根據本公司合理要求而採取所有必要之行為及簽署所有與任何此類轉讓、代償或移轉所需之文件。本公司可對潛在受讓人或其他可能計畫締約者披露任何有關本擔保契約的資料。

## **23. LANGUAGE 語言**

- 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.

中文譯本僅作參考之用。如果本擔保契約中英兩種語文版本之間存在差異，本公司及擔保人均同意以英文版本為準。

## **24. GOVERNING LAW AND JURISDICTION 法律及司法管轄權**

- 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.

本擔保契約受香港法律管轄並按香港法律進行解釋。擔保人不可撤銷地接受香港法院對本擔保契約的專屬管轄權所管轄。擔保人同意，香港法院的裁定、命令、決定及/或裁決是最終及不可推翻的。

*[本頁其餘部分刻意留為空白]*  
*[Remainder of Page Intentionally Left Blank]*

**The Schedule I Above Referred To**

**附表 1**

**Part I**

**第一部份**

**Particulars of the Guarantor**

**擔保人詳細資料**

|                                                                            |  |
|----------------------------------------------------------------------------|--|
| Name(s) of Guarantor:<br>擔保人名稱:                                            |  |
| Registered Office /<br>Residential Address:<br>註冊地址 / 住宅地址:                |  |
| Company Registration<br>No./ID No./Passport No.:<br>公司註冊編號/身份證號碼<br>或護照號碼: |  |
| Nationality (if the Guarantor<br>is a natural person):<br>國籍 (如擔保人爲自然人):   |  |
| Telephone No.:<br>電話號碼:                                                    |  |
| Fax No.:<br>傳真號碼:                                                          |  |
| E-Mail Address:<br>電郵地址:                                                   |  |

**Part II**

**第二部份**

**Particulars of the Borrower**

**借款人詳細資料**

|                                                                            |  |
|----------------------------------------------------------------------------|--|
| Name(s) of Borrower:<br>借款人名稱:                                             |  |
| Registered Office /<br>Residential Address:<br>註冊地址 / 住宅地址:                |  |
| Company Registration<br>No./ID No./Passport No.:<br>公司註冊編號/身份證號碼<br>或護照號碼: |  |
| Nationality (if the Borrower<br>is a natural person):<br>國籍 (如借款人爲自然人):    |  |
| Telephone No.:<br>電話號碼:                                                    |  |
| E-Mail Address:<br>電郵地址:                                                   |  |
| Borrower's Account(s):<br>借款人帳戶(s):                                        |  |

**The Schedule I Above Referred To**

**附表 1**

**Part III**

**第三部份**

**Particulars of the Process Agent**

**接受法律令狀代理人詳細資料**

|                                                                                      |  |
|--------------------------------------------------------------------------------------|--|
| Name(s) of Process Agent:<br>接受法律令狀代理人名稱:                                            |  |
| Registered Office /<br>Residential Address:<br>注册地址 / 住宅地址:                          |  |
| ID No./Passport No.:<br>身份證號碼或護照號碼:                                                  |  |
| Nationality (if the Process<br>Agent is a natural person):<br>國籍 (如法律令狀代理人為<br>自然人): |  |
| Telephone No.:<br>電話號碼:                                                              |  |
| E-Mail Address:<br>電郵地址:                                                             |  |

**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 .  
如無指明金額，擔保人有責任支付所有借款人拖欠本公司的款項。

|                            |                                           |
|----------------------------|-------------------------------------------|
| Specified Amount:<br>指明金額: | <b>HONG KONG DOLLARS [</b><br><br>港幣[ ]元正 |
|----------------------------|-------------------------------------------|



**IN WITNESS whereof** the Guarantor has hereunto set his hands and seals the day and year first above written.  
本擔保契約按首端所述日期由擔保人簽訂以茲證明： -

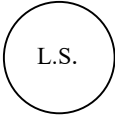
**Guarantor’s Declarations 擔保人聲明**

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.

擔保人聲明及確認於簽署本擔保契約前，已獲邀請細閱載列於本擔保契約首頁的「致擔保人的重要通知」及完全明白該內容。此外，擔保人亦已被提醒於簽署本擔保契約前須就本擔保契約的條款尋求獨立的法律意見。

*(applicable to individual Guarantor 僅適用於個人擔保人)*

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



Name:

Position:

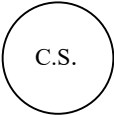
以契約形式及經擔保人簽署 )  
於見證人席前簽署： - )

姓名:

職位:

(applicable to corporate Guarantor 公司擔保人適用)

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:

以契約形式及經[擔保人名稱]的董事局妥為 )  
授權，由[ ] )  
代表[擔保人名稱]簽署 )  
於見證人席前簽署： - )

姓名：  
職位：

## 客戶風險級別對照表

### Client Risk Category Checklist

帳戶名稱Account Name: \_\_\_\_\_ 帳戶號碼Account No.: \_\_\_\_\_

聯名帳戶的風險級別將依照較高風險級別的一位帳戶持有人釐定。  
The risk level of joint account will be determined according to the account holder with higher risk level.

| 客戶風險級別對照表 Client Risk Category Checklist                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 風險水平<br>Risk Level                                          | 低<br>LOW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 中<br>MEDIUM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 高<br>HIGH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 風險評估<br>Risk Assessment                                     | <input type="checkbox"/> 金融機構 ("FI") <sup>1</sup><br>Financial Institution <sup>1</sup><br><br><input type="checkbox"/> 投資公司 <sup>2</sup><br>Investment Vehicle <sup>2</sup><br><br><input type="checkbox"/> 上市公司(在任何證券市場)<br>Listed companies (listed on any stock exchange)<br><br><input type="checkbox"/> 政府及公共機構 <sup>3</sup><br>Government and public body <sup>3</sup><br><br><input type="checkbox"/> 律師的當事人賬戶<br>Solicitor's Client accounts<br><br><input type="checkbox"/> 其他 (請注明):<br>Others (Please specify) | <input type="checkbox"/> 個人客戶 <sup>4</sup><br>Individual clients <sup>4</sup><br><br><input type="checkbox"/> 私人有限公司*<br>Limited private companies*<br>(沒有董事、股東或實益擁有人為政治人物)<br>(with no director(s), shareholder(s) or beneficial owner(s) as PEPs)<br><br><input type="checkbox"/> 合夥*<br>Partnership*<br>(沒有合夥人為政治人物)<br>(with no partner(s) as PEPs)<br><br><input type="checkbox"/> 獨資企業、會社、會所、社團、合作社和公積金社團*<br>Sole proprietorships, associations, clubs, societies, co-operative and provident societies*<br>(沒有實益擁有人為政治人物)<br>(with no PEP as the beneficial owner)<br><br><input type="checkbox"/> 信託賬戶*<br>Trust accounts*<br><br><input type="checkbox"/> 其他 (請注明):<br>Others (Please specify) | <input type="checkbox"/> 完全沒有為「身份識別的目的」而進行面對面會面的客戶(不包括通過獲證監會認可的第三方見證人例如其他持牌人或註冊人、持牌人或註冊人的連絡人士、太平紳士或專業人士例如銀行分行經理、執業會計師、律師、公證人或特許秘書見證客戶協議的簽署和核實身份證明文件;及/或使用獲得《電子交易條例》(第 553 章)認可的驗證服務,例如由香港郵政所提供的驗證服務或有些在香港以外的核證機關所發出的電子簽署證書(「認可的簽署證書」)已取得獲香港特區政府認可的證書互認資格作為核實客戶身分之用)完全沒有為「身份識別的目的」而進行面對面會面的客戶<br>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)<br><br><input type="checkbox"/> 政治人物(「PEPs」) <sup>5</sup> 及經評估後被認為高風險的本地政治人物及與其關係密切的人<br>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<br><br><input type="checkbox"/> 機構內有董事、股東或實益擁有人為政治人物(「PEPs」) <sup>5</sup> (如為本地政治人物,則金融機構、由金融機構或對等司法管轄區的金融機構執行盡職調查的投資公司及上市公司除外)<br>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.)<br><br><input type="checkbox"/> (個人帳戶) 從事現金密集型業務包括賭場、桑拿、軍事部門、當舖、珠寶商、兌換商和貨幣匯兌業的個人,並其職業/職位是具有控制權的員工(例如高級管理人員)或具有控制權的擁有者<br>(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<br><br><input type="checkbox"/> (公司帳戶) 從事現金密集型業務包括賭場、桑拿、軍事部門、當舖、珠寶商、兌換商和貨幣匯兌業的機構<br>(For Corporate Account) Companies who are involved in cash intensive business such as casinos, sauna, military sector, pawnshop, jeweler, money changer and remittance agencies<br><br><input type="checkbox"/> 經本公司的國家風險評估後,機構所成立的國家被界定為沒有足夠「FATF 特別組織」管制法規的國家 <sup>6</sup><br>Companies whose place of incorporation is in countries with insufficient FATF regulations after internal country risk assessment <sup>6</sup><br><br><input type="checkbox"/> 其他 (請注明): <sup>7</sup><br>Others (Please specify) <sup>7</sup> |
| 分類結果 <sup>8</sup> :<br>Classification Result <sup>8</sup> : | <input type="checkbox"/> 低 LOW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> 中 MEDIUM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> 高 HIGH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 合適的客戶盡職審查<br>Possible Customer Due Diligence                | 簡化客戶盡職審查 <sup>9</sup><br>Simplified Due Diligence <sup>9</sup> ("SDD")                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 客戶盡職審查<br>Customer Due Diligence ("CDD")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 嚴格客戶盡職審查<br>Enhanced Due Diligence ("EDD")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 其他意見 Other Comments:                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

\*被財務行動特別組織 ("特別組織") (www.fatf-gafi.org) 或對等司法管轄區管制, 並經本公司界定為非高風險。

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

請提供以下資料可選多項 Please provide the following information You can select more than one option:

資產/ 資金來源 Source of Wealth

☐ 投資 Investment ☐ 薪金 Income ☐ 存款 Savings ☐ 遺產 Inheritance ☐ 租金 Rental ☐ 其他 請注明 Others Please specify)\_\_\_\_\_

資產 / 資金來源地 Origin of Source of Funds:

☐ 內地 Mainland ☐ 香港 Hong Kong ☐ 澳門 Macau ☐ 臺灣 Taiwan ☐ 其他(請注明) Others (Please specify) \_\_\_\_\_

備注意見  
Remarks/Comments

由持牌代表填寫  
By licensed representative

(姓名及中央編號 Name and CE No.)

日期:  
Date:

由法律合規部主管/洗錢報告主任/銷售部門主管/獲授權人批核  
By the Head of Legal and Compliance Department/MLRO/  
Head of Sales Department/ Authorized Signor

日期:  
Date:

- 備注 Remarks:**
1. 《打擊洗錢及恐怖分子資金籌集條例》所界定的金融機構，或在對等司法管轄區成立或設立，而所經營之業務又與金融機構所經營的相類似的金融機構。  
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. 而負責就該投資公司的所有投資者執行與客戶盡職審查措施相類似的措施的人屬—  
(i) 金融機構；  
(ii) 符合以下說明的在香港或對等司法管轄區成立或設立為法團的機構—  
i. 設有措施，以確保與根據《打擊洗錢及恐怖分子資金籌集條例》附表2所施加的規定相類似的規定獲遵從；及  
ii. 在有否遵從該等規定方面，受到監管；  
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. 香港政府及其公共機構，或對等司法管轄區的政府或在對等司法管轄區執行與公共機構的職能相類似職能的機構。  
The Government or any public body in Hong Kong, or the government of an equivalent jurisdiction or a body in an equivalent jurisdiction or a body in an equivalent jurisdiction that performs functions similar to those of a public body.
4. 包括有為「身份識別的目的」而在香港以外的地方進行面對面會面的客戶。  
Including client who has been physically present outside Hong Kong for identification purposes.
5. 外地政治人物為在中華人民共和國以外地方擔任或曾擔任重要公職的個人；而本地政治人物即為在中華人民共和國以內地方擔任或曾擔任重要公職的個人。如客戶為本地(中華人民共和國以內地方)政治人物，應進行風險評估，以斷定該人是否涉及較高的洗錢/恐怖分子資金籌集風險。  
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.
- 政治人物名稱  
Name of the PEP

:

與客戶之關係  
Client's relationship with the PEP

:

政治人物職銜  
Title of the PEP

:

主要負責工作  
Major responsibilities of the PEP

:

風險評估結果及原因  
Result of the Assessment and Reason

:
6. 以下國家的客戶均需被列為高風險水平：  
Clients form below Countries must be classified as High Risk:
- |                                       |                                  |                 |                                   |
|---------------------------------------|----------------------------------|-----------------|-----------------------------------|
| Algeria 阿爾及利亞                         | Democratic Republic of the Congo | Mali 馬里         | Virgin Islands (UK) 英屬維京羣島        |
| Angola 安哥拉                            | 剛果民主共和國                          | Monaco 摩納哥      | Yemen 也門                          |
| Afghanistan 阿富汗                       | Guiné-Bissau 幾內亞比紹               | Myanmar 緬甸      | Crimea, Donetsk & Luhansk regions |
| Bolivia 玻利維亞                          | Iran 伊朗                          | Namibia 納米比亞    | 克裡米亞、頓涅茨克和盧甘斯克地區                  |
| Bulgaria 保加利亞                         | Iraq 伊拉克                         | Nepal 尼泊爾       |                                   |
| Cameroon 喀麥隆                          | ISIL and Al-Qaida 伊黎伊斯蘭國及基地組織    | Somalia 索馬裡     |                                   |
| Central African Republic 中非共和國        | Kenya 肯亞                         | South Sudan 南蘇丹 |                                   |
| Côte d'Ivoire 象牙海岸                    | Lao People's Democratic Republic | Sudan 蘇丹        |                                   |
| Democratic People's Republic of Korea | 寮人民民主共和國                         | Syria 敘利亞       |                                   |
| 朝鮮民主主義人民共和國                           | Lebanon 黎巴嫩                      | Venezuela 委內瑞拉  |                                   |
| Haiti 海地                              | Libya 利比亞                        | Vietnam 越南      |                                   |
7. 如在Dow Jones Risk Database等公開數據庫內找到有關客戶洗錢/恐怖分子資金籌集等負面新聞。  
For example, negative news has been found in public database such as Dow Jones Risk Database relating to money laundering/terrorist financing.
8. 分類結果以風險評估中最高風險值決定  
The Classification Result determined by the highest risk value in the risk assessment section.
9. 只有在分類結果是「低風險」的情況下才能使用簡化客戶盡職審查,洗錢報告主任/法律合規部主管保留最終決定權。  
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.

**For Internal Use Only 只供內部使用**

**客戶對衍生產品及虛擬資產的認識 Client's Knowledge of Derivatives and Virtual Assets**

- ☐ 衍生工具知識測試總分 Total Score:                      通過測試 Pass: ☐ Yes 是 ☐ No 否
- ☐ 客戶提供其認識衍生工具的相關資料，無需進行測試  
Clients provide relevant information on their knowledge of derivatives, completing the test not required.
- ☐ 虛擬資產知識測試總分 Total Score:                      通過測試 Pass: ☐ Yes 是 ☐ No 否
- ☐ 客戶提供其對虛擬資產知識及經驗的相關資料，無需進行測試  
Clients provide relevant information on their knowledge and experience of virtual assets, completing the test not required.

|                                                                                                                                                                 |                                                                                                                                                                |                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 客戶對衍生工具有有一定程度的認識<br>Client has sufficient knowledge of derivatives                                                                     | <input type="checkbox"/> 客戶對虛擬資產有一定程度的認識<br>Client has sufficient knowledge of virtual assets                                                                  | <input type="checkbox"/> 客戶對衍生工具和虛擬資產有一定程度的認識<br>Client has sufficient knowledge of derivative and virtual assets                                   |
| <input type="checkbox"/> 客戶對衍生工具有有一定程度的認識，但對虛擬資產沒有認識<br>Client has sufficient knowledge of derivatives but does not have sufficient knowledge of virtual assets | <input type="checkbox"/> 客戶對衍生工具沒有認識，但對虛擬資產有一定程度的認識<br>Client does not have sufficient knowledge of derivatives but has sufficient knowledge of virtual assets | <input type="checkbox"/> 客戶對衍生工具和虛擬資產均沒有認識<br>Client does not have sufficient knowledge of both derivatives and virtual assets                      |
| <input type="checkbox"/> 客戶在 E 部「投資經驗」第 2 條選擇「保本」<br>Client selected "Capital Preservation" in Question 2 of Part E "Investment Experience"                     |                                                                                                                                                                | <input type="checkbox"/> 客戶在 E 部「投資經驗」第 2 條並非選擇「保本」<br>Client did not select "Capital Preservation" in Question 2 of Part E "Investment Experience" |

**客戶資料檢驗 Client Information Verification**

客戶資料準備 Client Information Prepared By

|                 |                      |         |
|-----------------|----------------------|---------|
| 職員姓名 Staff Name | 職員簽署 Staff Signature | 日期 Date |
|-----------------|----------------------|---------|

客戶資料核對 Client Information Checked By

|                 |                      |         |
|-----------------|----------------------|---------|
| 職員姓名 Staff Name | 職員簽署 Staff Signature | 日期 Date |
|-----------------|----------------------|---------|

客戶資料批核 Client Information Approved By

|                 |                      |         |
|-----------------|----------------------|---------|
| 職員姓名 Staff Name | 職員簽署 Staff Signature | 日期 Date |
|-----------------|----------------------|---------|

**帳戶額度授與 Limit Granted**

|                                                                                   |                                                                                 |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> 保證金額度 (證券保證金帳戶) Margin Limit (Securities Margin Account) | <input type="checkbox"/> 交易額度 (證券帳戶) Trading Limit (Securities Account)         |
| <input type="checkbox"/> 交易額度 (期貨帳戶) Trading Limit (Futures Account)              | <input type="checkbox"/> 持倉限額 (期貨帳戶) Position Limit (Futures Account)           |
| <input type="checkbox"/> 交易額度 (股票期權帳戶) Trading Limit (Securities Option Account)  | <input type="checkbox"/> 持倉限額 (期權帳戶) Position Limit (Securities Option Account) |

**佣金收費 Commission Charges**

|                                 | 網上 Online | 非網上 Offline |
|---------------------------------|-----------|-------------|
| 香港股票市場<br>HK Stock Market       |           |             |
| 其他股票市場<br>Other Stock Markets   |           |             |
| 香港期貨市場<br>HK Futures Market     |           |             |
| 其他期貨市場<br>Other Futures Markets |           |             |

