

Account Name:

A/C No.:

**Tung Yat Securities Limited**

CE No. 中央編號: BNC519

CASH CLIENT'S AGREEMENT**現金客戶協議書****PERSONAL / JOINT ACCOUNT****SOLE PROPRIETOR / PARTNERSHIP****個人/聯名/全東/合夥人****AUTHORIZATION FOR ACCOUNT OPENING****開戶授權書****ACCOUNT OPENING INFORMATION****開戶資料**

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Account Opening Check List 開戶文件核對表

FOR OFFICE USE ONLY 公司專用

Yes Follow-up

		Yes	Follow-up
<input type="checkbox"/> Basic Documents 基本文件	Cash Client's Agreement 現金客戶協議書		
	Signature Form 簽名印鑑表		
	ID Card / Passport Copy 身份證／護照副本		
	Proof of Address (within 3 months) 地址證明(三個月內)		
<input type="checkbox"/> For Sole Proprietor 全東公司	Certified Copy of Valid Business Registration Certificate 有效商業登記證認證副本		
	Business Registration Search 商業登記證查冊		
<input type="checkbox"/> For Partnership 合夥公司	Certified Copy of Partnership Resolution for Open Account 合夥公司董事開戶決議認證副本		
	Certified Copy of Valid Business Registration Certificate 有效商業登記證認證副本		
	Business Registration Search 商業登記證查冊		
<input type="checkbox"/> For Limited Company 有限公司	Certified Copy of Board Resolution for Opening Account 董事開戶決議認證副本		
	Certified Copy of Valid Business Registration Certificate 有效商業登記證認證副本		
	Certified Copy of Certificate of Incorporation 公司註冊證書認證副本		
	Certified Copy of the Memorandum & Articles of Association of the Company 公司組織大綱及章程認證副本		
	Certified Copy of Audited Accounts for the latest financial years 近財政年度已經審核之帳目認證副本		
	Certified Copy of Latest Annual Return (Form NAR1) 近一期周年申報表(表格 NAR1)認證副本		
	Certified Copy of Latest Notification of Change of Secretary and Director (Appointment/Cessation) (Forms ND2A, ND2B, ND4) 最近的秘書及董事更改通知書(委任/離任)表格 ND2A,ND2B,ND4 認證副本		
	Certified Copy of ID / Passport of ALL Director(s), Authorized Person and Ultimate Beneficial Owner(s) of the Account 所有董事、授權人士及帳戶終受益人之身份證／護照認證副本		
	Organizational Chart (if applicable) 公司架構圖(如適用)		
	Additional for Overseas or Non-Hong Kong Company 海外或非香港公司附加證明文件		
	Certified Copy of Certificate of Incumbency from the Registrar of companies of the country of incorporation 海外公司註冊官簽發的職責證明書認證副本(Certificate of Incumbency)		
Certified Copy of Shareholders and Directors Registers 股東名單及董事名單認證副本			
<input type="checkbox"/> Optional 供選擇附件	Online Trading Agreement 網上交易協議書		
<input type="checkbox"/> Remarks 附加			

Trading Limit (if applicable) 交易限額(如適用)	Brokerage 佣金	
	Normal Charges 一般收費	Internet Charges 網上收費
Account Officer : 客戶主任	Client known to Account Officer 與客戶主任相識年期	Introduced by 介紹人
Documentation Checked by 文件查核	Approved by 核准	

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ACCOUNT OPENING INFORMATION

開戶資料

(together with Schedules hereto 及其附錄)

Name in English (As printed on ID/Passport) 英文姓名 (如身份證/護照上所示)		Name in Chinese 中文姓名	
ID/Passport No. 身份證/護照號碼	Nationality 國籍	Date of Birth 出生日期	
Sex 性別: <input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女	Marital Status 婚姻狀況: <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Single 未婚		
Address in English 英文住址			
Address in Chinese 中文住址			
<input type="checkbox"/> Owned 自置 <input type="checkbox"/> Living with family 與家人同住 <input type="checkbox"/> Rented 租用 <input type="checkbox"/> Quarters 宿舍			
Years of Residence 在上址居住年數	Email Address 電郵地址		
Home Telephone Number 住宅電話	Portable Phone 手提電話號碼	Fax Number 傳真	
Occupation 職業: <input type="checkbox"/> Professional 專業人士 <input type="checkbox"/> Self-Employed/Proprietor 自僱/東主 <input type="checkbox"/> Housewife 家庭主婦 <input type="checkbox"/> Retired 退休人士 <input type="checkbox"/> Others 其他 _____			
Employer's Name 任職公司名稱			
Employer's Address 公司地址		Business Registration No. 商業登記號碼	
Nature of Business 業務性質	Position 職位	Years of Service 服務年數	Office Tel/ Fax 公司 電話/傳真
Send Confirmation and Statements to 結單及賬單郵寄往		<input type="checkbox"/> Email Address 電郵地址 <input type="checkbox"/> Residential Address 住址 <input type="checkbox"/> Correspondence address 通訊地址 _____	
Name of Bank 銀行名稱		Account No. 帳戶號碼	
Client is a relative of our staff 客戶是否本公司員工之親屬: <input type="checkbox"/> Yes 是 Name 職員名稱 _____ Relationship 關係 _____ <input type="checkbox"/> No 否			
Client is or has been entrusted with a prominent public function and includes a head of state, head of government, senior politician, senior government, judicial or military official, senior executive of a state-owned corporation and an important political party official or a spouse or a partner of a child of such an individual; or a close associate of an individual 客戶是否現在或曾擔任為重要公職, 例如重要政客或高級政府官員、司法或軍事官員、國有企業高級行政人員及重要政黨理事或其家人或有密切聯繫人士: <input type="checkbox"/> Yes 是 Position 職位 _____ Institution 機構名稱 _____ <input type="checkbox"/> No 否			
Source of Information 資訊來源: <input type="checkbox"/> Newspapers 報章/Magazine 雜誌 <input type="checkbox"/> TV 電視/Radio 電台 <input type="checkbox"/> Financial Adviser Broker 財務顧問 <input type="checkbox"/> Friends 朋友/Own 自己 <input type="checkbox"/> Others 其他 _____			

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^ I/We do not accept TYSL to use my personal data in direct marketing via the following channel(s) 客戶不同意同一證券使用其個人資料經以下渠道作直接促銷： 電郵 Email 手機訊息 Mobile Message 郵件 Mail 電話 Phone Call

Client or other persons connected to client has any other accounts with us 客戶或客戶有關聯之人士是否在本公司擁有其他帳號：

Yes 是 Account No. 帳號 _____ Name of Account 帳戶名稱 _____

No 否

Annual Income(HK\$) 每年收入(港幣)

less than 少於 \$200,000 \$200,001 - \$500,000 \$500,001 - \$800,000

\$800,001 - \$1,000,000 over 多於 \$1,000,000 \$ _____

Source of Income 收入來源

Estimate Investment Amount 估計投資金額

Salary 薪金

Less Than 少於\$100,000

Commission 佣金

\$100,001 - \$500,000

Rent 租金

\$500,001 - \$1,000,000

Dividend / Interest 股息 / 利息

\$1,000,001 - \$5,000,000

Business Profit 業務溢利

\$5,000,001 - \$10,000,000

Others 其他 _____

Over 多於\$10,000,000

\$ _____

Present Asset Net Worth :

現存資產淨值：

Estimated Total Net Worth(HK\$)

估計總淨值(港元):

Below or equal to 少於或等值 \$500,000

\$500,001 - \$1,000,000

\$1,000,001 - \$5,000,000

\$5,000,001 - \$10,000,000

\$10,000,001 - \$50,000,000

Over 50,000,000 多於 \$50,000,000

\$ _____

Present Asset Class :

現存資產類別:

Cash / Deposit 現金 / 存款

Property 房產

Valuable Stock & Portfolio 有價值證券及組合

Bonds / Convertible Bonds 債券 / 可換股債券

Others 其他 _____

Investment Objective(s) / Habit(s)

投資目標/習慣

Short Term 短線

Medium Term 中線

Long Term 長線

Conservative 穩健

Speculation 投機

Hedging 對沖

Capital Appreciation 資本增值

Dividend Yield 股息回報

Others 其他 _____

Education Level

教育程度

Primary or below 小學或以下

Secondary 中學

Tertiary or above 大學或以上

^如閣下沒有在以上任何格內加上「✓」號顯示閣下的選擇，即代表閣下並不拒絕本集團任何形式的直接促銷。閣下以上的選擇適用於本集團的《個人資料收集聲明》上所載的服務、產品及標的類別的直接促銷，詳情請閣下參考上述聲明。 If you return this Form without ticking any of the above boxes, it means that you do not object to any form of the TYSL's direct marketing. Your above choice applies to the direct marketing of the classes of services, products and subjects as set out in the TYSL's "Personal Information Collection Statement". Please refer to the aforesaid statement for details.

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Investment Experience 投資經驗

Investment Experience

投資經驗

Stock 股票

Yes 是 _____ Year(s)年 No 否

Warrant 認股權證

Yes 是 _____ Year(s)年 No 否

Option / Future 期權/期貨

Yes 是 _____ Year(s)年 No 否

Forex / Bullion 外匯/貴重金屬

Yes 是 _____ Year(s)年 No 否

Funds 基金

Yes 是 _____ Year(s)年 No 否

Equity-linked Note 股票掛鈎票據

Yes 是 _____ Year(s)年 No 否

Bonds 債券

Yes 是 _____ Year(s)年 No 否

Convertible Bonds 可換股債券

Yes 是 _____ Year(s)年 No

Placement 股份配售

Yes 是 _____ Year(s)年 No 否

IPO 新股認購

Yes 是 _____ Year(s)年 No 否

NIL 沒有

Yes 是

Others 其他 _____

I wish to purchase the following derivative product(s) which is/are traded on an exchange

本人有意認購以下交易所買賣的衍生產品:

- Callable Bull Bear Contracts 牛熊證
- Derivative Warrants 衍生權證 (窩輪)
- Inline Warrants 界內證
- Exchange Traded Funds (ETF) 交易所買賣基金
- Leverage & Inverse ("L&I") Products 槓桿及反向產品

My knowledge of derivative products are as followed 本人對衍生產品的認識如下:

- I underwent training or attended courses on derivative products that provide general knowledge of the nature and risks of derivatives (e.g. Courses offered by academic or financial institutions)

本人已接受有關介紹一般衍生產品之性質及風險的培訓或課程 (例如學術機構或金融機構所提供之課程)

- I have work experience related to derivative products

本人擁有與衍生產品有關之工作經驗

- I have relevant trading experience i.e. I have executed five or more transactions in derivative products within the past three years

本人有相關之交易經驗, 即本人於過去三年曾執行過五次或以上有關衍生產品之交易

- I do not have any knowledge of derivative products

本人並未有衍生產品之認識

If client does not have any knowledge and experience stated above will be characterized as without knowledge of derivatives. Client attention is drawn to the risks associated with derivative products.

如果客戶沒有以上任何一項經驗或知識, 客戶將被視作沒有衍生工具產品認識。在客戶買賣衍生產品前, 客戶需留意衍生工具產品交易之風險。

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1. What portion of your net worth would you like to set aside for investments? Please note that there is a potential for loss of your capital when investing in investment products*.

Such products could include one or more of the following: stocks, unit trusts, foreign currencies, commodities, structured investment products, warrants, options, futures contracts. 會撥作投資的資產淨值比例是多少？請注意，買賣投資產品可能帶來虧損 該等產品可能包括以下一項或多項的投資產品：股票、單位信託基金、外幣、商品、結構投資產品、認股權證、期權、期貨等。

- 0%
- Between 0% > and 30% 大過 0%至 30%
- Between 31% > and 60% 大過 31%至 60%
- Over 60% 超過 60%

2. Generally, investing involves a trade-off between risk and return. It has been historically shown that investors who achieve high returns have experienced correspondingly high fluctuations and losses. In order to achieve your expected returns, which statement describes the degree of losses you are willing to take?

投資通常是風險與回報的取捨。獲得高回報的投資者往往承受的波動與損失風險較高。以下哪項描述符合你達致預期回報而願意承受損失的程度？

- I am willing to accept minimal amount of capital loss.
Example: Accept loss amount _____ of capital HK\$100,000
我願意接受輕微的資金損失。
例子：以港幣十萬元為本金，願意接受大損失金額 HK\$ _____
- I am willing to accept moderate capital loss.
Example: Accept loss amount _____ of capital HK\$100,000
我願意接受中度的資金損失。
例子：以港幣十萬元為本金，願意接受大損失金額 HK\$ _____
- I am willing to accept high capital loss. Example: Accept loss amount _____ of capital HK\$100,000
我願意接受大額的資金損失。
例子：以港幣十萬元為本金，願意接受大損失金額 HK\$ _____

3. What will you do with your investments if the value drops over a period of time due to market fluctuations?

倘若您的投資經過一段時間後由於市場波動而下跌，您會如何處置？

- I do not wish to hold on to any investments at a loss and will sell the investments immediately even if the drop in value is small.
我不願意持有任何虧損的投資，即使跌幅輕微也會立刻出售。
- I will sell the investments if the drop in value is large.
倘若下跌幅度大，我會將投資出售。
- I will sell some of the investments if the drop in value is large, and wait for the remaining investments to recover in value.
倘若下跌幅度較大，我會將部份投資出售，保留其餘投資等待價值回升。
- I will not sell the investments, regardless of the drop in value, as I would like to wait for the investment to recover in value.
即使投資價值下跌，我也不會出售投資，而會願意等待其值回升。
- I will not sell the investments, regardless of the drop in value, and will buy more to capitalize on the cheaper price.
即使投資價值下跌，我也不會出售投資，反而會考慮趁低吸納。

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Note: Investments carrying a higher risk come with the potential of achieving more gains, but also a higher possibility of incurring considerable losses.

請注意：較高風險的投資可取得較高潛在收益，然而亦較容易招致相當的損失。

This questionnaire is designed to help you consider your risk tolerance. It asks questions that provide some indication of the risk tolerance for a typical investor displaying your personal investment characteristics. It may not match your actual attitude toward investment risk, but it indicates the profile you fit into.

這份問卷是為幫助您評估您的投資風險取向而設的。這份問卷的問題用以表示擁有類似您個人投資特性的典型投資者的投資風險取向。這部份會顯示符合您特性的投資風險取向，但未必與您的實際投資風險取向相符。

USA 《Foreign Account Tax Compliance Act》 (“FATCA”) – Declaration Form
美國《海外帳戶稅收合規法案》聲明書

I am NOT a US citizen, permanent resident of the US, other US national identity holders or those who need to pay taxes to the United States 本人不是擁有美國國籍、美國永久居民、其他美國國民身份持有人或需要向美國納稅的人士

I am a US citizen, permanent resident of the US, other US national identity holders or those who need to pay taxes to the United States 本人是擁有美國國籍、美國永久居民、其他美國國民身份持有人或需要向美國納稅的人士

If you are a US citizen, permanent resident of the US, other US national identity holders or those who need to pay taxes to the US, please provide a taxpayer identification number (TIN) : _____

倘若閣下是美國國籍、美國永久居民、其他美國國民身份持有人或需要向美國納稅的人士，請提供納稅人識別號碼 (TIN) : _____

By signing this FATCA Form, I, undersigned declare that we understand and agree that:

就簽署此聲明書，本人作為此聲明書上簽署人，現聲明本公司明白和同意：

- I confirm the above declaration statement about the “FATCA” is true, correct and complete.
本人確認以上有關 FATCA 的聲明真實、正確及完整。
- If there is any change on the above information, I will inform you by written notice within 30 days.
本人承諾就以上有任何改變，並不遲於 30 日內向貴公司作出書面通知
- If the above declaration is untrue or inaccurate or delay notifying you of any changes of above declaration in formation, resulting in US authorities to prosecute or case any financial losses (including your held or hold for your clients), I am willing to bear all the losses of peace.

倘若因本人發出失實聲明或／及因延誤發出改變通知貴公司，而導致貴公司遭受美國當局起訴及財產損失(包括貴公司本身持有或貴公司代客持有)，本人願意承擔貴公司的所有損失。

Signed by Client

客戶簽署

Date

日期

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Self-Certification Form – Individual (CRS-I (HK))

自我證明表格- 個人 (CRS-I (HK))

Instructions 指示

Please read the following instructions before completing this form 請在填寫本表格前細閱以下指示：

Why are we asking you to complete this form?

為何我們要求您填寫本表格？

To help protect the integrity of tax systems, governments around the world are introducing a new information-gathering and reporting requirement for financial institutions. This is known as the Common Reporting Standard (the "CRS"). Under the CRS, we are required to determine where you are a "tax resident" (this will usually be where you are liable to pay income taxes). If you are a tax resident outside the jurisdiction where your account is held, we may need to give the national tax authority this information, along with information relating to your accounts. That may then be shared between different jurisdictions' tax authorities. Completing this form will ensure that we hold accurate and up to date information about your tax residency.

If your circumstances change and any of the information provided in this form becomes incorrect, please let us know immediately and provide an updated self- certification.

為維護稅制完整，全球各地政府現正推出適用於金融／財務機構的資料收集及匯報新規例，名為共同匯報標準（簡稱「CRS」）。根據 CRS 規定，我們必須確定您的「稅務居住地」（這通常是您有義務繳納薪俸稅的國家／地區）。若您的稅務居住地有別於所持帳戶的司法管轄區，我們可能需要將此情況及您的有關帳戶資料告知國家稅務機關，該等機關隨後或會將相關資料傳送給不同國家／地區的稅務機關。填妥本表格可確保我們持有您正確及新的稅務居住地資料。

如您的情況有變，導致本表格內的任何資料不再正確，請立即告知我們，並提交一份已更新的自我證明表格。

Who should complete the Self-Certification Form - Individual?

誰需填寫自我證明表格 - 個人？

Individual customers should complete this form. Sole trader customers should also complete this form with the owner's information.

If you need to self-certify on behalf of an entity (which includes businesses, trusts and partnerships), complete a "Self-Certification Form - Entity" (CRS-E). Similarly, if you are a controlling person of an entity, complete a "Self-Certification Form - Controlling Person" (CRS-CP). For joint account holders, each individual will need to complete a separate form.

Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act (FATCA), you may still need to provide additional information for the CRS as this is a separate regulation.

個人客戶須填寫本表格。獨資業務客戶亦須以擁有人的資料填寫本表格。如您需代表實體（包括企業、信託和合夥）作自我證明，請填寫「自我證明表格 - 實體」(CRS-E)。同樣地，如您是實體的控權人，請填寫「自我證明表格 - 控權人」(CRS-CP)。每名聯名帳戶持有人須分別填寫一份表格。即使您已就美國政府《外國帳戶稅務合規法案》（簡稱「FATCA」）提供所需的資料，您仍可能需就 CRS 提供額外資料，因為兩者為獨立的規例。

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Where to go for further information?

如何獲取更多資訊？

The Organisation for Economic Co-operation and Development ("OECD") has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD's Automatic Exchange of Information ("AEOI") website, www.oecd.org/tax/automaticexchange/.

Please also visit the website of the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region that sets out information relating to the implementation of AEOI in Hong Kong: http://www.ird.gov.hk/eng/tax/dta_aeoi.htm. Meaning of terms and expressions used in this form (e.g. "account holder" and "reportable account") may be found under section 50A of the Inland Revenue Ordinance (Cap. 112).

If you have any questions on how to define your tax residency status, please visit the OECD website, www.oecd.org/tax/automaticexchange/ or speak to your tax advisor as we are not allowed to give tax advice.

經濟合作與發展組織（簡稱「經合組織」）已制訂規則，供參與 CRS 的所有政府使用，並載於經合組織的自動交換資料（簡稱「AEOI」）網站 www.oecd.org/tax/automatic-exchange/。

另請參閱香港特別行政區政府稅務局的網站了解香港實施 AEOI 的詳情：www.ird.gov.hk/chi/tax/dta_aeoi.htm。有關本表格內所用詞彙的涵義（例如：「帳戶持有人」和「須申報帳戶」），請參閱《稅務條例》（第 112 章）第 50A 條。如您對判定您的稅務居民身分有任何疑問，請瀏覽經合組織網站 www.oecd.org/tax/automatic-exchange/ 或諮詢您的稅務顧問。請恕我們不能提供稅務意見。

Important Notes 重要提示

- This is a self-certification form provided by an account holder to Tung Yat Securities Limited for the purpose of automatic exchange of financial account information. The data collected may be transmitted by Tung Yat Securities Limited to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.
這是由帳戶持有人向同一證券有限公司提供的自我證明表格，以作自動交換財務帳戶資料用途。同一證券有限公司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。
- An account holder should report all changes in his/her tax residency status to Tung Yat Securities Limited.
如帳戶持有人的稅務居民身分有所改變，應盡快將所有變更通知同一證券有限公司
- All parts of the form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (*) are required to be reported by the Tung Yat Securities Limited to the Inland Revenue Department.
除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄／部標有星號 (*) 的項目為同一證券有限公司須向稅務局申報的資料。

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這是重要的文件。請客戶在未簽署前諮詢法律及專業意見瞭解其法律作用及後果。

Part 1: Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN") *

第 1 部:居留司法管轄區及稅務編號或具等同功能的識別編號(以下簡稱「稅務編號」)*

Complete the following table indicating 提供以下資料，列明:

- (a) each jurisdiction where the account holder is a resident for tax purposes; and

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;及

- (b) the account holder's TIN for each jurisdiction indicated.

該居留司法管轄區發給帳戶持有人的稅務編號。

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

如帳戶持有人是香港稅務居民，稅務編號是帳戶持有人的香港身份證號碼。

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

如沒有提供稅務編號，必須填寫合適的理由:

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

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 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 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 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.

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。

Jurisdiction of Residence 居留司法管轄區	TIN 稅務編號	Enter Reason A, B or C if no TIN is available 如沒有提供稅務編號， 填寫理由 A,B 或 C	Explain why the account holder is unable to obtain a TIN if you have selected Reason B 如選取理由 B，解釋帳戶持有人不能取得稅務 編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

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Part 2: Declarations and Signature 第 2 部：聲明及簽署

I acknowledge and agree that (a) the information contained in this form is collected 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 certify that I am the account holder to sign for the account holder of all the account(s) to which this form relates.

本人證明，就與本表格所有相關的帳戶，本人是帳戶持有人簽署本表格。

I undertake to advise Tung Yat Securities Limited 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 Tung Yat Securities Limited with a suitably updated self-certification form within 30 days of such change in circumstances.

本人承諾，如情況有所改變，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，本人會通知同一證券有限公司，並會在情況發生改變後 30 日內，向同一證券有限公司提交一份已適當更新的自我證明表格。

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

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。

Signature 簽署

Name 姓名

X

Date (dd/mm/yyyy) 日期(日/月/年):

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).

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。

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Client Identity / Beneficiary**客戶身份/受益人聲明**

[under paragraph 5.4 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (“SFC”)]

[根據證券及期貨事務監察委員會 [「證監會」] 持牌人或註冊人操守準則第 5.4 段]

- (a) Identity of the person(s) or entity ultimately responsible for originating instructions in relation to transaction to be conducted through the Account 最終負責就該帳戶進行交易引發指示的人士身份：

The Client 客戶本人

Others 其他

Name : 名稱	ID/Passport No. : 身份證/護照號碼
Address : 地址	

For use by entity 實體 [see Note 2 見註 (2)]

Name of Entity 實體名稱	
BR No. 商業登記號碼	CI No. 公司證書號碼
Place of Incorporation 註冊地點	
Registered / Business Office 註冊/營業地點	
Name of Manager 經理人姓名	
Office Telephone No. 公司電話	Fax No. 公司傳真號碼

- (b) Identity of the ultimate beneficiary(ies) 最終受益人身份: Name of Person(s) or entity who stand(s) to gain the commercial or economic benefit and/or to bear the commercial or economic risk of transactions in the Account (If the same as (a) above, please state “as above”):

最終獲得帳戶買賣所得商業或經濟利益及/或承受有關風險的人士或實體 [如與第(a)項相同, 請填寫「同上」]: The Client 客戶本人

Others 其他

Name : 名稱	ID/Passport No. : 身份證/護照號碼
Address : 地址	

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For use by entity 實體 [see Note 2 見註 (2)]

Name of Entity 實體名稱	
BR No. 商業登記號碼	CI No. 公司證書號碼
Place of Incorporation 註冊地點	
Registered / Business Office 註冊/營業地點	
Name of Manager 經理人姓名	
Office Telephone No. 公司電話	Fax No. 公司傳真號碼

NOTES 註：

1. Copies of the relevant identification documents to be retained for verification.

保留有關證明文件之副本作核實之用。

2. In relation to an investment fund (e.g. a mutual fund, unit trust, pooled retirement scheme, European CIS Company, etc.) or discretionary account, the "entity" referred to in paragraph 5.4(d) of Code of Conduct for Persons Registered with SFC is the investment fund or account and the manager of that investment fund or account.

就投資基金（例如互惠基金、單位信託、集資退休金計劃、歐洲式集合投資計劃公司等）或委託帳戶而言證券及期貨事務監察委員會註冊人操守準則第 5.4 (d) 段所提述的“實體”資料是指該投資基金或帳戶及該投資基金或帳戶的經理的資料。

AUTHORIZATION FOR ACCOUNT OPENING

開戶授權書

(together with Schedules hereto 及其附錄)

1. I/We hereby authorize and request Tung Yat Securities Limited (“the Company”) to open and maintain a cash securities trading account (“the Account”) in the name of me/us for the purchases, sales, holdings of and any other dealings in securities as I/we may instruct you as my/our agent to effect from time to time on my/our behalf. The Account shall be maintained and all such purchases, sales, holdings of and any other dealings in securities shall be effected subject to and in accordance with the provisions of the Authorization for Account Opening and the Cash Client’s Agreement (“the Agreement”). I/We confirm and acknowledge that the Agreement forms an integral part of the Authorization for Account Opening. I/We acknowledge receipt of a signed copy of the Agreement.

本人(等)授權要求同一證券有限公司(“本公司”)為本人(等)以本人(等)名義開立並操作一個現金證券交易帳戶(“帳戶”)，以執行本人(等)不時的指示由貴司以代理人身份為本人(等)購入、賣出、保管或處理各類證券。有關帳戶之運作須受本開戶授權書及現金客戶協議書規限，本人(等)確認現金客戶協議書為本開戶授權書組成之一部份，並確認已收訖一份已簽署的現金客戶協議書。

2. For the purpose of opening the Account, I/we enclose the duly completed and signed Account Opening Information, specimen signature card and my/our copies of Hong Kong Identity Cards and certified Business Registration Certificate (for Sole Proprietor and Partnership only).

為開立上述帳戶，本人(等)現附上一份已填寫及簽署的客戶開戶資料，簽名印鑑卡，身份證影印本及商業登記證(只限於全東/合夥)。

3. I/We warrant that the information set out in the Account Opening Information is true and correct and that you are entitled to rely fully on such information to act on my/our behalf unless and until you receive notice of any change from me/us in accordance with the provisions of the Agreement. I/We undertake to advise you promptly of any material change to such information.

本人(等)保證客戶開戶資料內所載資料均屬真實及正確，貴司在未收到本人(等)據現金客戶協議書規定發出的資料變更通知前，貴司有權依據該等資料行事，若該等資料有變更，本人(等)即儘快通知貴司。

4. I/We confirm that:

本人(等)茲確認：

- (a) the individuals whose names are listed in the Account Opening Information and/or Specimen Signature Cards are the persons (“Authorized Persons”) authorized on my/our behalf to give you oral, telephone or written instructions:

在開戶資料中及/或簽名印鑑卡所列舉之人士為已獲本人(等)授權之人士(“獲授權人士”)，有權代表本人(等)以口頭、電話或書面就上述事宜發出指示：

- (i) in relation to the operation of the Account; and

對於帳戶之運作；及

- (ii) to effect purchases, sales, holdings and other dealings in Securities and transfer of funds;

就買賣、保管或處理證券及資金的轉移；

- (b) the signature set opposite the name of each of the Authorized Persons is his genuine signature and, in the case of written instructions, such signature operates as the specimen signature of each of such Authorized Persons; and

在個別獲授權人士名字欄旁之簽名為該人士之簽名，若有書面指示，該等簽名即是該等獲授權人士之真實簽字印鑑；及

- (c) the information set out in the Account Opening Information and Specimen Signature Card is true, complete and accurate.

開戶資料及印鑑卡內開列之資料均屬真實、完整及正確。

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5. I/We acknowledge that, subject always to your discretion not to accept or act on any instructions given by me/us to you for purchases, sales, holdings and any other instructions of dealings in securities as my/our agent from time to time as provided in the Agreement, you shall be entitled to rely and act on any such instructions given or apparently, to your satisfaction, given from time to time on my/our behalf, in the case of both oral, telephone and written instructions by any one of the Authorized Persons. 本人(等)再次確認貴司可據現金客戶協議書之條款有完全之酌情權不接納作為本人(等)之代理人以執行本人(等)之買賣證券、保管或處理各類證券交易等指示，但貴司有權根據獲授權人之口頭、電話或書面指示，執行指示。
6. Where we are joint account holders, upon the death of any one of us and in the absence of written notice to the contrary from any one of us or the legal representative(s) of any of us, you are entitled to treat the Authorization for Account Opening as remaining in force. 若帳戶為聯名戶，而其任何一名持有人逝世及在貴司接獲其餘之持有人或法定代表之書面通知前，貴司有權視此開戶授權書為持續有效。
7. I/We agree that all confirmations and statements in relation to the Account issued by you to me/us pursuant to the Agreement shall be conclusive and binding on me/us. 本人(等)同意有關帳戶項下之一切確認書及結單將對本人(等)有絕對約束力。
8. I/We elect for all trading in securities to be conducted by you as my/our agent on my/our behalf on the cash basis. 本人(等)選擇以現金形式經貴司為代理人進行證券買賣。

TUNG YAT SECURITIES LIMITED (“the Company”)**同一證券有限公司 (“本公司”)****Notice on Personal Data 個人資料告示**

This notice is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (“Ordinance”) in relation to the supply of client’s personal data to TUNG YAT SECURITIES LIMITED (“the Company”) for the opening or maintaining of client account(s) the Account for securities trading and related services with the Company.

此告示是依照香港法例第 486 章個人資料（私隱）條例（“條例”）作出的。它是關於客戶在同一證券有限公司（“本公司”）開立或持續操作帳戶（“帳戶”）以作證券買賣及有關服務時向本公司提供個人資料的告示。

1. Purposes of Collection 收集目的

The personal data provided by client to the Company and in any documentation which comes into existence as a result of client’s opening or maintaining of the Account with the Company, will be used by the Company for the following purposes:- 客戶因在本公司開設或持續操作帳戶而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途:

- (a) activities relating to the processing of client’s application to open and maintain the Account, including but not limited to conducting credit reporting through credit report agencies both in Hong Kong Special Administrative Region (“HKSAR”) and overseas, or the processing of client’s application for grant of credit or margin facilities by the Company or the maintaining and the review of such credit or margin facilities (if applicable);

與處理客戶申請開設及持續操作帳戶有關事宜，包括但不限於透過本港及海外的信貸報告或處理客戶向本公司申請給予信貸或「孖展」安排（如適用）；

- (b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of client;

代購買、出售、投資、交易、收購、保管、處置及辦理各種證券等有關事宜；

- (c) maintenance of particulars and data in compliance with the statutes and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of the Securities and Futures Commission (“SFC”), the rules and regulations of The Stock Exchange of Hong Kong Limited (“the Exchange”) and Hong Kong Securities Clearing Company Limited (“the Clearing House”).

保存有關資料，以符合本港所制訂有關證券交易的條例及附屬規例、證券及期貨事務監察委員會（“證監會”）的守則，以及香港聯合交易所有限公司（“聯交所”）香港中央結算有限公司（“中央結算”）的規則及規例。

- (d) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any Bank Group Company or that it is expected to comply according to:

履行根據下列適用於公司或其他集團公司被期望遵守的就披露及使用資料的義務、規定或安排；

- (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);

不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如：包括稅務條例及其有關自動交換財務帳戶資料的條文）；

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- (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如：包括由稅務局作出或發出有關自動交換財務帳戶資料的任何指引或指導）；

- (e) Use of Data in Direct Marketing, TUNG YAT SECURITIES LIMITED intends to use the Client's data for direct marketing and TUNG YAT SECURITIES LIMITED requires the consent (which includes an indication of no objection) of the Client for that purpose. In this connection, please note that:

使用資料作直接促銷，同一證券有限公司擬使用客戶的資料作直接促銷，而同一證券有限公司須為此目的取得客戶同意（其包括客戶不反對之表示）。因此，務請閣下注意：

- (1) your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by TUNG YAT SECURITIES LIMITED from time to time may be used by TUNG YAT SECURITIES LIMITED in direct marketing;

同一證券有限公司不時持有的閣下的姓名、聯絡詳情、產品及服務投資組合信息、交易模式及行為、財務背景及統計資料可由本集團用於直接促銷；

- (2) the following classes of services, products and subjects may be marketed:

以下服務、產品及標的類別可作推廣：

- i. securities and related services and products;

證券相關服務和產品；

- (3) If a Client does not wish TUNG YAT SECURITIES LIMITED to use the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-out.

若客戶不願意本集團使用個人資料作直接促銷，客戶可行使其不同意此安排的權利。

2. The Obligation to provide personal data 提供個人資料的責任

The personal data provided by client to the Company and in any documentation which comes into existence as a result of client's opening or maintaining of the Account with the Company, will be used by the Company for the following purposes: -

客戶因在本公司開設或持續操作帳戶而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途：

- 2.1 It is obligatory for client to supply the personal data as required by the Company. If client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide services to client.

客戶有責任向本公司提供所需的個人資料。如客戶未有提供所需個人資料，本公司可拒絕為客戶開設或持續操作帳戶或提供有關的服務。

- 2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client's obligations under the Ordinance.

鑒於客戶在條例下的責任，當向本公司提供個人資料時，客戶須確認所提供的資料正確。

3. Disclosure of Information 資料的披露

- 3.1 The Company may, as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing and the Company's auditors such information as it requires to operate client's account or

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execute client's orders relating to the activities described in 1(b) above.

本公司如認為有需要，可向處理證券、期貨及期權結算的代理人或代名人、聯系入、個人或法團及本公司的核數師披露客戶開設帳戶的資料以運作客戶帳戶或執行上述 1(b) 所提及的事宜。

3.2 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of SFC, the rules and regulations of the Exchange and the Clearing House, the personal data provided by client may be disclosed to the Exchange and the Clearing House, SFC and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by law.

為符合本港所制定有關證券交易的條例及附屬規例，證監會的守則，以及聯交所中央結算的規則，客戶所提供的個人資料，本公司可向聯交所中央結算，證監會及條例所界定的財經監管機構，根據法律有權查閱等資料的政府部門，其他監管機構、個人或法團等披露。

4. Access to Personal Data 查閱個人資料

In accordance with the terms of the Ordinance, client may request access to the personal data supplied by client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request.

根據條例的規定，客戶可向本公司要求查閱及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求。

5. Enquiries 查詢

Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections, should be addressed to

如客戶對向本公司提供的個人資料有任何疑問，包括查閱及改正該等個人資料，可致函：-

Data Protection Officer 資料保護主任收

TUNG YAT SECURITIES LIMITED

Office A, 21/F, Wing Cheong Commercial Building,
Nos. 19-25 Jervois Street, Sheung Wan, Hong Kong

General: (852) 2881 1148

Fax: (852) 2881 1149

Email: admin@tungyatsec.com

Website: www.tungyatsec.com

同一證券有限公司

香港上環蘇杭街 19-25 號
永昌商業大廈 21 樓 A 室

電話: (852) 2881 1148

傳真: (852) 2881 1149

電郵: admin@tungyatsec.com

網站: www.tungyatsec.com

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CASH CLIENT'S AGREEMENT**現金客戶協議書**

(For Main Board and GEM Board 主板及創業板)

To: TUNG YAT SECURITIES LIMITED

致: 同一證券有限公司

[Licensed or registered with the Securities and Futures Commission as an exchange participant (CE No. BNC519) and an exchange participant B02164 of The Stock Exchange of Hong Kong Limited]

[為證券及期貨事務監察委員會持牌人或註冊的交易所參與者(中央編號 BNC519)以及香港聯合交易所有限公司參與者編號 B02164]

Office A, 21/F, Wing Cheong Commercial Building, Nos. 19-25 Jervois Street, Sheung Wan, Hong Kong

香港上環蘇杭街 19-25 號永昌商業大廈 21 樓 A 室

In consideration of your opening and maintaining at my/our request one or more cash securities trading account(s) ("the Account") for me/us and your agreeing to act as my/our agent or broker for the execution of orders for the purchase or sale of securities of every type and description. I/We, the undersigned hereby agree(s) to effect Transactions as hereinafter defined subject to the following terms and conditions of this Cash Client's Agreement ("the Agreement"):

鑒於貴司應本人(等), 以下簽署人要求開立及持續運作一個或多個現金證券買賣帳戶("帳戶") 給本人(等), 又鑒於貴司同意作為本人(等) 的代理或經紀, 執行各式及各類證券買賣指示("交易") 見下文釋義, 本人(等) 茲同意根據本現金客戶協議書下列條件進行交易:

1. The Account 帳戶

- 1.1 I/We confirm that the information provided in the Account Opening Information Form is complete and accurate. I/We will undertake to inform you of any material changes to that information. You are authorized to conduct credit enquiries on me/us to verify the information provided.

本人(等)確認「開戶資料」表格所載資料均屬完整及正確。倘該等資料有任何重要變更, 本人(等)將會通知貴司。本人(等)特此授權貴司對本人(等)的財政信用進行查詢, 以核實上述表格所載資料。

- 1.2 You will keep information relating to my/our Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited ("Exchange"), Hong Kong Securities Clearing Company Limited ("the Clearing House") and Securities and Futures Commission ("SFC") to comply with their requirements or requests for information.

貴司將會對本人(等)帳戶的有關資料予以保密, 但貴司可以根據香港聯合交易所有限公司("聯交所"), 香港中央結算有限公司("中央結算")及證券期貨事務監察委員會("證監會")的規定或應其要求, 將該等資料提供予聯交所及證監會。

2. Laws and Rules 法例及規則

All transactions in securities which you effect on my/our instructions ("Transaction") shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes the rules of SFC and the Exchange and of the Clearing House. All actions taken by you in accordance with such laws, rules and directions shall be legally binding on me/us.

貴司按本人(等)的指示而進行的一切證券交易("交易"), 須根據適用於貴司的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。貴司根據該等法例、規則及指示而採取的所有行動均對本人(等)具有法律約束力。

3. Transaction 交易

- 3.1 You will act as my/our agent in effecting Transaction unless you indicate in the statement or confirmation relevant to such Transaction that you are acting as principal.

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除貴司(在結單或其他確認單據內)註明以自己本身名義進行交易外，貴司將以本人(等)的代理人身份進行交易。

- 3.2 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling in compliance of section 170 of Securities and Futures Ordinance.

倘沽盤是有關非由本人(等)擁有的證券，即涉及賣空交易，本人(等)將會通知貴司，以便符合證券及期貨條例第 170 條。

- 3.3 On all Transaction, I/we will pay your fee, commissions, charges and disbursements incurred by you, as notified to me/us, as well as applicable levies, trading fee and clearing fee imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. You may deduct such commissions, charges, levies, trading fee and clearing fee and stamp duties from the Account.

本人(等)會就所有交易支付貴司通知本人(等)的佣金和所有收費，繳付證監會、聯交所、中央結算的適用交易徵費、交易費及結算費，並繳納所有有關的印花稅。貴司可以從帳戶中扣除該等佣金、收費、交易徵費、交易費、結算費及印花稅項。

- 3.4 Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will:

就每一宗交易，除另有協議外或除非貴司已代表本人(等)持有現金或證券以供交易交收之用，否則本人(等)將會在貴司就該項交易通知本人(等)的期限之前：

- pay you cleared funds or deliver to you securities in deliverable form or

向貴司交付可即時動用的資金或可以交付的證券，或

- otherwise ensure that you have received such funds or securities

以其他方式確保貴司收到此等資金或證券。

By such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, you may

倘本人(等)未能這樣做，貴司可以

- in the case of a purchase Transaction, sell the purchased securities and

(如屬買入交易)出售買入的證券；及

- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

(如屬賣出交易)借入及/或買入證券以進行交易的交收。

- 3.5 I/We will be responsible to you for any losses and expenses resulting from my/our settlement failures.

本人(等)將會負擔貴司因本人(等)未能進行交收而引起的任何損失及開支。

- 3.6 I/We agree to pay interest on all overdue balance (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.

本人(等)同意就所有逾期未付款項(包括對本人(等)裁定的欠付債務所引起的利息)，按貴司不時通知本人(等)的利率及其他條款支付利息。

- 3.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.

就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致貴司須買入證券進行交收，本人(等)毋須為買入該等證券的費用向閣下負責。

4. Order and Order Recording 買賣指示及電話記錄買賣指示

- 4.1 You may accept instructions from me/us for order of Transaction by telephone or in writing sent by facsimile or by post. You may also accept instructions in your prescribed order form signed by me/us in your presence. In all cases, you shall time-stamp such instructions in the order as they are received.

貴司可接納本人(等)用電話、圖文傳真或郵遞方式發出之書面指示買賣證券。貴司亦可接納本人(等)親臨貴司辦公室填寫貴司的買賣證券指示表格。全部的指示，貴司將以其次序前後蓋上時間印章。

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- 4.2 I/We declare that you shall not be liable for delay in acting or for any inaccuracy, interruption, error or delay or failure in transmission of my/our instructions by facsimile unless there is fraud or wilful default on your part.

本人(等)聲明，除非貴司欺詐或蓄意失責，否則貴司無須因延遲執行，或本人(等)透過圖文傳真方式發出的指示在傳送出現誤差、干擾、出錯、延遲或未能傳達而負責。

- 4.3 In the event of receipt of conflicting instructions you may refuse to act on any of the instructions until you have received unequivocal instructions.

倘若貴司收到互相抵觸的指示時，貴司可拒絕執行任何此等指示，直至接到明確的指示為止。

- 4.4 You may, in your absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by me/us arising out of such refusal.

貴司有絕對酌情權決定拒絕本人(等)的指示而無須對此作出解釋，並且無須在任何情況下對此拒絕所引致本人(等)失去的盈利、損失、經濟責任、支出或費用作出負責。

- 4.5 You may record telephone conversation in connection with receiving orders and instructions through your telephone recording system.

I/We acknowledge that such records are your sole property and it will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.

本人(等)同意貴司可由貴司的電話錄音系統記錄電話交談中有關買賣指示。本人(等)承認該記錄由貴司擁有，並接受如有糾紛時，此錄音為後及終之證據。

- 4.5 Where a discrepancy occurs between instructions given by telephone or facsimile and any other means, including any subsequent written confirmation, your record of the telephone instruction or facsimile instructions shall prevail.

凡經電話或圖文傳真發出的指示，與後來以書面發出的指示在意義上有差異時，則須以貴司的電話錄音或收到的圖文傳真指示記錄為準。

5. Client Identity/Ultimate Beneficiary 客戶身份/最終受益人

- 5.1 Subject to the provisions herein, I/we shall, in respect of transaction in which I am/we are not acting as principal, immediately upon demand by you inform SFC and/or the Exchange of the identity, address and contact details of:

在符合本協議書中條文的規定下，凡有關本人(等)並非以主事人或終受益人之身份進行的交易，本人(等)將應貴司的要求即時向證監會及/或聯交所提供受益人下列資料：

- (i) the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and
終負責引發有關交易的指示的人士或實體的身份、地址及聯絡詳情；及
- (ii) the person or entity that stands to gain the commercial or economic benefit of the relevant transaction and/or bear its commercial or economic risk, and, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account.

會獲取有關交易的商業或經濟利益或須承擔其商業或經濟風險的人士或實體的身份、地址及聯絡詳情，並且，如實體者是投資基金或帳戶，則提供該投資基金或帳戶的經理人資料。

- 5.2 I/We hereby declare that if I am/we are not the true owner/ultimate beneficiary or originator of instructions of the Account unless I/we have completed Schedule "A" as attached to the Account Opening Information. 本人(等)茲聲明如若本人(等)不是帳戶的主事人或終受益人，本人(等)須填寫開戶資料的附錄 "A" 。

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6. Safekeeping of Securities 證券的保管

6.1 Any securities which are held by you for safekeeping may, at your discretion:

寄存貴司妥為保管的任何證券，貴司可以酌情決定：

- in the case of registrable securities, be registered in my/our name or in the name of your nominee; or

(如屬可註冊證券)以本人(等)的名義或以貴司的代理人名義登記；或

- be deposited in safe custody in a designated account with the Clearing House or your bankers or with any other institution approved by the SFC, which provides facilities for the safe custody of documents. In the case of securities in Hong Kong Special Administrative Region, such institution shall be acceptable to the SFC as a provider of safe custody services.

存放於貴司在中央結算、往來銀行或其他經由證監會提供文件保管設施的機構內所特定的帳戶妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

6.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.

倘證券未以本人(等)的名義登記，貴司於收到該等證券所獲派的任何股息或其他利益時，須按本人(等)與貴司的協議存記入本人(等)的帳戶或支付予或轉賬予本人(等)。倘該等證券屬於貴司代客戶持有較大數量的同一證券的一部份，本人(等)有權按本人(等)所佔的比例獲得該等證券的利益。

6.3 You do not have my/our written authority under section 148 of the Securities and Futures Ordinance to:

本人(等)並無根據【證券及期貨條例】第 148 條以書面授權貴司：

- deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system;

將本人(等)的任何證券存放在銀行業機構，作為貴司所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行貴司在結算系統下之責任的抵押品；

- borrow or lend any of my/our securities, and/or

借貸本人(等)的任何證券；及

- otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.

基於任何目的以其他方式放棄本人(等)的任何證券之持有權(交由本人(等)持有或按本人(等)的指示放棄持有權除外)。

6.4 You are not bound to deliver securities belonging to me/us bearing serial numbers identical with those transferred to me/us so long as the securities delivered are of the same class, nominal amount and rank pari passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.

貴司不須交回本人(等)的證券，其編號須與轉讓予本人(等)的證券編號相符，只要該等證券是同類型，而值相等及其權益與原本轉讓予本人(等)的證券相同，當然除了受其間資本重組另有規定外。

7. Moneys in the Account 帳戶中的款項

7.1 Any cash held for me/us, other than cash received by you in respect of Transaction and which is on-paid for settlement purpose or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. Subject to mutual agreement between the parties hereto, no interest is payable.

除了貴司收取本人(等)的現金作為交易的交收之用或轉付予本人(等)之外，否則代本人(等)保管的現金須依照適用法律不時的規定，應存放於一家持牌銀行所開立的一個客戶信託帳戶內。根據有關方面共同協議而無須支付利息。

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- 7.2 I/We agree to pay interest on all overdue balances owing by me/us to you calculated on the basis of 365 days per year and accruing daily on the outstanding principal amount at the rate _____% per annum above (i) the Hong Kong prime lending rate as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time (ii) the Hong Kong prime lending rate as quoted by The Bank of China (Hong Kong) Limited and (iii) your cost of funds, whichever is higher. You reserve the right to alter the interest rate charged from time to time. Interest shall be payable monthly in arrears on the last business day of each month, or upon demand by you.

本人(等)同意所有逾期未付之款項將需付利息，按每年 365 日計算。年息將相等於 (i) 香港滙豐銀行所提供之優惠息利率 (ii) 中國銀行(香港)所提供之優惠息利率或 (iii) 貴司之資金成本作基礎，以擇其較高者之息率再加_____厘。貴司由現在到將來有權自行決定有關利率。上述利息應按月於每月後一個營業日支付或應貴司要求即時支付。

- 7.3 Payment to the Account shall constitute payment to me/us for all purposes.

貴司支付入帳戶的款項得作為達到對本人(等)款項支付的目的。

8. Set-off and lien 抵銷及留置權

In addition and without prejudice to any general liens, rights of set-off or other similar rights to which you may be entitled under laws or the Agreement, all securities, receivables, monies and other property of me/us (held by me/us either individually or jointly with others) held by or in the possession of you at any time shall be subject to a general lien in your favour as continuing security to offset and discharge all of my/our obligations, arising from the Transaction and/or my/our obligations in the Agreement.

在不損害貴司依照法律或本協議所附加應享有之一般留置權、抵銷權或相類權利前提下，對於本人(等)交由貴司代管或在貴司內存放之所有證券、應收賬、款項及其他財產(不論是本人(等)個人或與其他人士聯名所有)權益，貴司均享有一般留置權，作為持續的抵押，用以抵銷及履行本人(等)因進行證券買賣而對貴司負上的所有責任。

9. Discretionary Account 委託帳戶

In the event that I/we maintain and continue to operate a discretionary account with you, I/we hereby authorize you or your employee (who must be a licensed or registered person) so designated by you, to effect Transaction on my/our behalf on terms herein at your absolute discretion and at my/our own risk and that I/we shall confirm to you in writing on an annual basis whether I/we wish to specifically revoke your authority in this regard even in the absence of your notification to me/us for renewal.

若是本人(等)在貴司保留及持續操作一個委託帳戶，本人(等)茲授權予貴司或貴司指定的職員(他應是一位持牌或註冊人)全權負責替本人(等)依照現金客戶協議書作出證券買賣，損失由本人(等)負責。而本人(等)將每年用書信確認這授權是否被取銷，甚至乎不需貴司通知需否再續。

10. Miscellaneous 一般規定

- 10.1 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

倘貴司沒有依照本協議書的規定履行對本人(等)的責任，本人(等)有權向根據【證券及期貨條例】成立的賠償基金索償，惟須受賠償基金不時的條款制約。

- 10.2 If I/we embark on trading US Securities, I/we shall carefully read through the Information Documentation For Clients on Pilot Programme For Trading US Securities issued by the Exchange.

若本人(等)開展買賣美國證券，本人(等)將會詳細閱讀聯交所發出予客戶參照的美國證券交易試驗計劃簡介。

- 10.3 I/We acknowledge that decision regarding the Transaction are made by me/us at my/our discretion and risk and without reliance on any advice from you. You shall not owe me/us any duty to advise on the merits or suitability of any Transaction.

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本人(等)承認所有證券買賣全由本人(等)決定及承擔風險，並沒有依賴貴司的意見。貴司並無責任向本人(等)提供各證券買賣的利好性或適合性。

- 10.4 I/We hereby agree that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on me/us, unless I/we object to in writing within such period of time as may be specified by you from time to time.

本人(等)在收到有關該帳戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後，倘若本人(等)沒有在貴司不時規定的期間之內以書面提出異議，則該日結單，執行買賣報告及月結單或另類方式通知成為不可推翻，並對本人(等)有約束力。

- 10.5 The Authorization for Account Opening, Account Opening Information, Schedules and the Agreement will form one composite agreement.

本協議書所指的開戶授權書，開戶資料及附錄為本協議書的整體部份。

- 10.6 If I/we enter into Transaction in securities in a currency other than Hong Kong dollar currency, I/we shall reimburse your exchange loss (if any) and bank charges fully on demand for all expenses incurred by you on converting any foreign currency into Hong Kong dollar currency at the prevailing exchange rate at the time of the relevant Transaction.

若本人(等)用非香港貨幣進行證券買賣，本人(等)須按貴司的通知，即時支付貴司的外匯兌換損失(如有)及銀行服務費及任何因找換外匯成香港貨幣所引致的其他用費，找換外匯是以當日有關交易的外匯匯率計算。

11. Liability and Indemnity 責任及彌償

- 11.1 Neither you nor any of your directors, officers, employees or agents shall be liable to me/us for any direct, indirect or consequential loss or damage suffered by me/us arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from your fraud, grossly negligence or wilful misconduct as proved.

貴司或貴司的任何董事、行政人員、僱員或代理人，均不需負責因本人(等)或涉及任何關乎本協議書範圍內之任務的操作或疏漏操作而蒙受任何直接、間接或後果性損失或損害，除非此等損失或損害是得到證實是上述人士之欺詐、嚴重疏忽或故意失當行為而引起者。

- 11.2 I/We undertake to keep you and your directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by you arising out of anything done or omitted pursuant to any instructions given by me/us or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which you may have.

本人(等)承擔彌償貴司董事、高級人員、僱員及代理人根據本人(等)指示處理在本協議書範圍內的交易或任何任務而招致的所有針對貴公司及上述人士的申索、訴訟、法律程序、損害賠償、或損失、訟費及費用、而並不影響貴司可行使的留置權、抵銷權利或其他權利。

12. Material Changes 重要變化

I/We hereby undertake to inform you in writing of any material changes in my/our Account Opening Information and you shall also undertake to inform me/us in writing of any material changes in your corporate particulars registration status, nature of services available, corporate management and your business which may affect your services to me/us.

本人(等)承諾用書信通知貴司本人(等)開戶資料的重要變化，而貴司亦承諾用書信通知本人(等)有關貴司會影響對本人(等)服務的公司資料，在證監會的註冊身份，可提供客戶的服務、酬勞費用及業務等變化。

13. Personal Data (Privacy) 個人資料(保密)

13.1 Whilst I/we expect you to keep confidential all matters relating to the Account, I/we hereby expressly authorize you to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.

雖然本人(等)預期貴司將予該帳戶有關之事情保密，本人(等)謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求，貴司可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。

13.2 I/We hereby declare that I/we have read the Notice on Personal Data pursuant to the Personal Data (Privacy) Ordinance referred to in Schedule "B" as attached to the Authorization for Account Opening.

本人(等)在此聲明本人(等)已詳閱於開戶資料的附錄 "B"，根據個人資料(私隱)條例發出的個人資料通告。

14. Term 有效期

The Agreement will come into effect on the date when any one of your directors signs the Agreement. The Account will not be closed unless in accordance with clause 15.

本協議書在貴司之任何一名董事簽署之日起開始生效、有效期持續至該帳戶按照條款 15 之規定被終止。

15. Termination 終止

15.1 The Account may be closed by you or by me/us at any time and for any reason forthwith upon written notice being given to the other party in accordance with clause 16 hereunder provided that all acts performed by you in accordance with my/our instructions prior to either party receiving written notice of such termination shall be valid and binding on me/us.

不論任何原因，任何一方一旦遵照條款 16 規定向對方發出書面通知，帳戶即時結束。惟所有貴司在任何一方收到此書面結束通知前已依據本人(等)之指示而執行之任務，仍然有效及對本人(等)有約束力。

15.2 Upon termination all moneys owing from me/us to you shall immediately become due and payable and subject to payment of all such moneys, you are Authorized to deliver as soon as reasonably practicable any securities held in your or your agent's or nominee's name to me/us. 一旦本協議書終止，所有本人(等)欠負的債項即時變為到期應付。在繳清此等債項後，貴司獲授權在合理切實可執行範圍內，盡速將該帳戶內以貴司（或其代理人或代名人）名義持有之證券，交付本人(等)。

16. Notices 通告

16.1 All notices, demands and other communications and documents required to be given by you to me/us or by me/us to you in relation to the Account or connected therewith may be given by letter, telex, facsimile transmission, e-mail or telephone to the address or appropriate numbers.

所有涉及或與該帳戶有關而須由貴司發給本人(等)或本人(等)之通知書、追索書及其他傳訊及文件，均可以用書信、專用電報、圖文傳真、電郵或電話方式發送到該地址或適用號碼。

16.2 All notices, demands, communications and documents so sent by you to me/us shall be deemed to have been received by me/us and in case of telephone call when telephoned or message is left with a person who answered the telephone call at the correct telephone number stated, and, in case by letter sent locally the day following the day deposited in the mail or sent by airmail overseas 72 hours after despatch and in case of telex or facsimile message or e-mail when the same is despatched.

所有以上述形式發出給本人(等)之通知書、追索書、通訊及文件，如屬使用電話通訊，則電話被接聽或留言予代接聽人，應被視為收到；如屬本地郵件，應被視為在交付郵遞後之翌日收到；如屬海外郵遞，則在發送後七十二小時後收到；如屬專用電報、圖文傳真或電郵，則在發送時收到。

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- 16.3 All notices, demands and other communications and documents sent by me/us to you shall not be effective until the same are actually received by you.

所有由本人(等)發出的通知書、追索書及其他傳訊及文件，由貴司實際接收到始生效。

17. Electronic Mail Service ("Email") 電子郵件服務 (電郵)

I/We hereby inform you that my/our daily and monthly statements and official documents are to be delivered by email and understand the fact that your company will endeavour to send the relevant documents by email and take all responsible actions to ensure that they are sent in a timely fashion. Due to unforeseen technical reasons which is out of your company's control, a guarantee of receipt of the sent email is not possible. It should be noted that the emailed statements are deemed to be correct if no discrepancies are reported in writing within the day limits stated in the statements and it is my/our responsibility to check my/our email on a timely manner. 本人(等)謹通知貴司以電郵方式傳遞有關本人(等)之日結單、月結單及其他通告至本人(等)所提供之電郵地址，並明白貴公司在傳遞電郵過程中，已盡一切合理努力使有關電郵準時無誤地送達本人(等)之電郵地址，但考慮到其他非預見及非控制範圍內之技術問題，貴公司不可 能作出完全保證。 本人(等)清楚知道本人(等)有責任查收每日之電郵狀況，若本人(等)於 貴公司之結單所載時限內並無提出書面異議，則有關帳戶之結單應為定論，並當作本人(等)接受處理。

18. Amendments 修改

- 18.1 You shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as you consider necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is despatched to me/us.

貴司有權對本協議書作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知發送給本人(等)起生效。

- 18.2 No amendment made by you to the Agreement or by me/us to you in relation to the information supplied to you in the Authorization for Account Opening, herewith, such as Account Opening Information, and the Schedules thereto will affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.

貴司對本協議書之條款所作之修改，及本人(等)向貴司提供的關於本協議書之資料的修改，例如，開戶資料，均不影響任何修改前未完成之指示或買賣或已產生的法定權利或責任。

19. Severability 局限應用

Any term, stipulation, provision, or undertaking in the Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

本合約中之條款、規定、條文、承擔，有對某一裁判權而言，為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，祇局限於該裁判權範圍內，本合約之其他餘下者仍然有效。再且，上述情況不會導致此等條款、規定、條文、承擔等在另一裁判權範圍內非法、無效、禁止實施或不能實施。

20. Assignment 轉讓

- 20.1 The benefit and burden of the Agreement is personal to me/us and shall not be capable of assignment by me/us without your consent.

本協議書範圍內之權益及責任，祇屬於本人(等)本身的權益及責任，未經貴司同意，本人(等)不得將其轉讓予他人。

- 20.2 We agree that you may transfer your rights and obligations under the Agreement without my/our consent.

本人(等)同意可轉讓貴司在本協議書下的權利和義務而不須取得本人(等)的同意。

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21. Risk Disclosure Statement 風險披露聲明

21.1 I/We hereby acknowledge:

本人(等)明白：

1. that in respect of securities trading, I/we understand that the prices of securities can and does fluctuate sometimes dramatically, and the price of any individual security may move up or down, and may even become valueless and that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities;

證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險，本人(等)願意承擔此等風險；

2. that in respect of trading Growth Enterprise Market (GEM) stocks, I/we understand

本人(等)瞭解在投資於創業板股份方面：

- (i) that such trading involve a high investment risk and, in particular, companies may list on GEM with neither a track record or profitability nor any obligation to forecast future profitability and GEM stocks may be very volatile and illiquid and that I/we shall make the decision to invest only after due and careful consideration;

本人(等)瞭解此等創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。本人(等)會在審慎及仔細考慮後，才作出有關的投資決定；

- (ii) that the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors;

創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者；

- (iii) that the current information on GEM stocks may only be found on the internet website operated by the Exchange and GEM Companies are usually not required to issue paid announcements in gazetted newspapers;

現時有關創業板股份的資料只可以在聯交所操作的互聯網網站上找到，創業板上市公司一般無須在憲報指定的報章刊登付費公告；

- (iv) that I/we should seek independent professional advice if I am/we are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks;

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

3. that there may be risks in leaving assets in your safekeeping, for example, if you are holding my/our assets and you become insolvent, I/we may experience significant delay in recovering the assets except in accordance with specific legislation or local rules or applicable laws and regulations of the relevant overseas jurisdiction (if held outside Hong Kong) which may be different from the Securities and Futures Ordinance (Cap. 571) and may possible be pro-rated in the same manner as margin for purposes of distribution in the event of a shortfall and these are risks that I/we are prepared to accept;

存放款項或其他財產與貴司保管可能存在風險，若是貴司持有該款項或財產而無力償債時，本人(等)將有被延誤回收該等款項或財產，可能須受限於具體法例規定或當地的規則（若是存放在香港以外），而當地法例或規則不同於香港法章 571 的證券及期貨條例，只可收回按比例分配得來的款項或其他財產；

4. that there may be risk in providing you with an authority to hold mail or direct my/our mail to third parties and that it is important for me/us to promptly collect in person all execution reports, daily and/or monthly statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely manner;

若授權貴司，允許他人代存郵件或將郵件轉交予第三方，那麼本人(等)便須盡速親身收取所有關於帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤；

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5. that in respect of trading Nasdaq-Amex securities at the Exchange, I/we understand that the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors and that I/we shall consult my/our licensed or registered person and become familiarised with the PP before trading in the PP securities since the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Exchange; and

試驗計劃。本人(等)知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管；及

6. that before I/we begin to trade, I/we should obtain a clear explanation of all commission, fees and other charges for which I/we will liable, since these charges will affect my/our net profit (if any) or increase my/our loss.

在開始交易之前，本人(等)先要清楚瞭解本人(等)必須繳付的所有佣金、費用或其他收費。這些費用將直接影響本人(等)可獲得的淨利潤(如有)或增加本人(等)的虧損。

7. Risk of Trading Warrants ,Callable Bull/Bear Contracts and Inline Warrants

Warrants and Callable Bull/Bear Contracts (CBBCs) are structured products which involve derivatives.

Client rely on the creditworthiness of the issuer of warrants and/or CBBCs. Subject to both the actual and perceived measures of the credit worthiness of its issuer and, there is no assurance of protection against a default by its issuer in respect of its payment obligations. Upon insolvency of the issuer, Client may get nothing back and the potential maximum loss could be 100% of the investment amount and no return may be received.

The client are warned that the prices of warrants and CBBCs may fall in value as rapidly as it may rise and holders may sustain a total loss of their investment. CBBCs have a mandatory call feature and may therefore be subject to early termination, upon which (i) investors in category N CBBCs will lose all of their investments in the CBBCs; and (ii) the residual value of category R CBBCs may be zero.

Before the client purchase any warrants and/or CBBCs, the client should ensure to understand the nature of warrants and/or CBBCs and carefully study the full details and risk factors set out in the relevant listing documents and, where necessary, seek professional advice before invest in any of these products. The Client should also ensure that fully understand the potential risks and rewards and independently determine that they are appropriate for the client given his objectives, experience, financial and operational resources and other relevant circumstances.

Some Additional Risks Involved in Trading Inline Warrants

1. Pricing structure

The pricing structure of the inline warrants requires investors to assess accurately the value of the inline warrants in relation to the expected probability of the valuation of underlying asset falling within the range between the upper strike price and the lower strike price (both inclusive). It may be difficult for investors to properly value and/or to use as a hedging tool.

2. Maximum potential payoff is capped

If the valuation of underlying asset falls within or at the price range between the lower strike price and the upper strike price (both inclusive), investors will only receive a maximum payoff of HK\$1 per inline warrant at expiry. Therefore, the potential payoff is

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capped.

3. Cancellation of trade above HK\$1

Due to the pre-determined fixed maximum payment at expiry of HK\$1, an inline warrant should not be traded above HK\$1. Any trades executed at the price above HK\$1 shall not be recognized and will be cancelled by the Exchange.

買賣認股權證和牛熊證的風險

認股權證和牛熊證是涉及衍生工具的結構性產品。

客戶依賴認股權證和/或牛熊證發行人的借貸能力。認股權證和/或牛熊證受其發行人的實際和預計的信貸能力所影響，且不保證其發行人於須付款時不會拖欠債務。如果認股證及牛熊證發行人破產，客戶可能無法取回任何本金，大潛在損失可能是投資額的百分之一百及無法獲得任何利潤。

客戶應注意，認股權證和牛熊證的升值速度可能與其貶值速度一樣快，持有人可能損失其所有投資金額。牛熊證具有強制收回機制，因此有可能被提前終止。被提前終止時，(i) N 類牛熊證的投資者將損失其在該等牛熊證的全部投資，而 (ii) R 類牛熊證的剩餘價值可能為零。

在購買任何認股權證和/或牛熊證之前，客戶應確保自己瞭解認股權證和/或牛熊證的性質，並應仔細研究相關上市文件中所載的全部資料和風險因素，如有必要，應在投資任何該等產品之前徵詢專業意見。客戶亦應確保自己完全瞭解潛在的風險和回報，並根據自己的投資目標、經驗、財務和經營資源和其他相關情況獨立決定自己是否適合參與該等投資。

買賣界內證的一些額外風險

1. 定價結構

界內證的定價結構需要投資者就掛鈎資產估值處於上限價與下限價（兩者均包括在內）之間的價格範圍內的預期可能性準確評估界內證的價值。投資者可能難以適當地評定其價值及／或將其用作對沖工具。

2. 固定最高潛在回報

倘掛鈎資產估值處於下限價與上限價（兩者均包括在內）之間的價格範圍內，投資者只會在到期時獲得每份界內證的最高回報 1 港元。因此，界內證的潛在回報是設有上限的。

3. 超過 1 港元的交易將被取消

由於界內證的回報上限為固定金額（每證 1 港元），因此界內證的交易價格不應高於回報上限 1 港元。所以，任何高於 1 港元的界內證交易將被取消，且不獲聯交所承認。

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RISK OF TRADING EXCHANGE TRADED FUNDS (ETFs)

- Market risk

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

- Tracking errors

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below.)

- Trading at discount or premium

An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

- Foreign exchange risk

Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price.

- Liquidity risk

Securities Market Makers (SMMs) are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, investors may not be able to buy or sell the product.

- Counterparty risk involved in ETFs with different replication strategies

- (a) Full replication and representative sampling strategies

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

- (b) Synthetic replication strategies

ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark.

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Currently, synthetic replication ETFs can be further categorized into two forms:

Swap-based ETFs

Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets. Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

Derivative embedded ETFs

ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers. Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

買賣交易所買賣基金的風險

- 市場風險

交易所買賣基金主要為追蹤某些指數、行業/領域又或資產 組別(如股票、債券或商品)的表現。交易所買賣基金經理 可用不同策略達至目標，但通常也不能在跌市中酌情採取 防守策略。投資者必須要有因為相關指數/資產的波動而蒙 受損失的準備。

- 追蹤誤差

這是指交易所買賣基金的表現與相關指數/資產的表現脫 節，原因可以來自交易所買賣基金的交易費及其他費用、 相關指數/資產改變組合、交易所買賣基金經理的複製策略 等等因素。(常見的複製策略包括完全複製/選具代表性樣本以及綜合複製，詳見下文。)

- 以折讓或溢價交易

交易所買賣基金的價格可能會高於或低於其資產淨值，當中主要是供求因素的問題，在市場大幅波動兼變化不定期 間尤其多見，專門追蹤一些對直接投資設限的市場/行業的 交易所買賣基金亦可能會有此情況。

- 外匯風險

若投資者所買賣結構性產品的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資 產的價值造成負面影響，連帶影響結構性產品的價格。

- 流通量風險

證券莊家是負責提供流通量、方便買賣交易所買賣基金的 交易所參與者。儘管交易所買賣基金多有一個或以上的證券莊家，但若有證券莊家失責或停止履行職責，投資者或就不能進行買賣。

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交易所買賣基金的不同複製策略涉及對手風險

(a) 完全複製及選具代表性樣本策略

採用完全複製策略的交易所買賣基金，通常是按基準的相同比重投資於所有的成份股/資產。採取選具代表性樣本策略的，則只投資於其中部分(而不是全部)的相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金，其交易對手風險通常不是太大問題。

(b) 綜合複製策略

採用綜合複製策略的交易所買賣基金，主要透過掉期或其他衍生工具去追蹤基準的表現。現時，採取綜合複製策略的交易所買賣基金可再分為兩種：

i. 以掉期合約構成

總回報掉期(total return swaps)讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。

ii. 以衍生工具構成

交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。

- 交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

Risk of trading Leveraged & Inverse (“L&I”) Products

Investment Risk: Trading L&I products involves investment risk and are not intended for all investors. There is no guarantee of repaying the principal amount.

Volatility risk: Prices of L&I products may be more volatile than conventional exchange traded funds (ETFs) because of the use of leverage and rebalancing activities.

Unlike Conventional ETFs: L&I products are different from conventional ETFs. They do not share the same characteristics and risks as conventional ETFs.

Long-term Holding Risk: L&I products are not intended for holding longer than the rebalancing interval, typically one day. Daily rebalancing and the compounding effect will make the L&I product's performance over a period longer than one day deviate in amount and possibly direction from the leveraged/inverse performance of the underlying index over the same period. The deviation becomes more pronounced in a volatile market. As a result of daily rebalancing, the underlying index's volatility and the effects of compounding of each day's return over time, it is possible that the leveraged product will lose money over time while the underlying index increases or is flat. Likewise, it is possible that the inverse product will lose money over time while the underlying index decreases or is flat.

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Risk of Rebalancing Activities: There is no assurance that L&I products can rebalance their portfolios on a daily basis to achieve their investment objectives. Market disruption, regulatory restrictions or extreme market volatility may adversely affect the rebalancing activities.

Intraday Investment Risk: Leverage factor of L&I products may change during a trading day when the market moves but it will not be rebalanced until day end. The L&I product's return during a trading day may be greater or less than the leveraged/opposite return of the underlying index.

Portfolio Turnover Risk: Daily rebalancing causes a higher levels of portfolio transaction when compared to conventional ETFs, and thus increases brokerage and other transaction costs.

Correlation Risk: Fees, expenses, transactions cost as well as costs of using financial derivatives may reduce the correlation between the performance of the L&I product and the leveraged/inverse performance of the underlying index on a daily basis.

Termination Risk: L&I products must be terminated when all the market makers resign. Termination of the L&I product should take place at about the same time when the resignation of the last market maker becomes effective.

Leverage Risk (for leveraged products only): The use of leverage will magnify both gains and losses of leveraged products resulting from changes in the underlying index or, where the underlying index is denominated in a currency other than the leveraged product's base currency, from fluctuations in exchange rates.

Unconventional Return Pattern (for inverse products only): Inverse products aim to deliver the opposite of the daily return of the underlying index. If the value of the underlying index increases for extended periods, or where the exchange rate of the underlying index denominated in a currency other than the inverse product's base currency rises for an extended period, inverse products can lose most or all of their value.

Inverse Products vs Short Selling (for inverse products only): Investing in inverse products is different from taking a short position. Because of rebalancing, the performance of inverse products may deviate from a short position in particular in a volatile market with frequent directional swings.

- 槓桿及反向產品主要風險

投資風險：買賣槓桿及反向產品涉及投資風險及並非為所有投資者而設。不保證可取回投資本金。

波動風險：槓桿及反向產品涉及使用槓桿和重新平衡活動，因而其價格可能會比傳統的交易所買賣 基金(ETF)更波動。

不同於傳統的 ETF：槓桿及反向產品與傳統的 ETF 不同，具有不同的特性及風險。

長線持有的風險：槓桿及反向產品並非為持有超過重新平衡活動的間距，一般為一天而設。在每日 重新平衡及複合效應下，有關產品超過一天的表現會從幅度或方向上偏離相關指數同期的槓桿或相反表現。在市況波動時有關偏離會更明顯。隨著一段時間受到每日重新平衡活動、相關指數波動，以及複合效應對每日回報的影響，可能會出現相關指數上升或表現平穩，但槓桿產品卻錄得虧損。同樣地亦有可能

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會出現相關指數下跌或表現平穩，但反向產品卻錄得虧損。

重新平衡活動的風險：槓桿及反向產品不保證每天都可以重新平衡其投資組合，以實現其投資目標。市場中斷、規管限制或市場異常波動可能會對產品的重新平衡活動造成不利影響。

即日投資風險：槓桿及反向產品的槓桿倍數會隨交易日市場走勢而改變，但直至交易日完結都不會重新平衡。因此槓桿及反向產品於交易日內的回報有可能會多於或少於相關指數的槓桿或相反回報。

重整組合的風險：相對傳統的ETF，每日重新平衡活動會令槓桿及反向產品的投資交易次數較頻密，因而增加經紀佣金和其他買賣開支。

關聯風險：費用、開支、交易成本及使用衍生工具的成本，可令有關產品的單日表現，與相關指數的單日槓桿/反向表現的關聯度下降。

終止運作風險：如所有證券莊家均辭任，槓桿及反向產品必須終止運作。槓桿及反向產品必須在最後一名證券莊家辭任生效時同時終止運作。

槓桿風險（僅適用於槓桿產品）：在槓桿效應下，當相關指數變動，或者當相關指數的計價貨幣不同於有關槓桿產品的基準貨幣，而有關貨幣的匯價出現波動時，會令槓桿產品的盈利和虧損倍增。

有別於傳統的回報模式（僅適用於反向產品）：反向產品旨在提供與相關指數相反的單日回報。如果有關指數長時間上升，或者當相關指數的計價貨幣不同於有關反向產品的基準貨幣，而該計價貨幣的匯價長時間上升時，反向產品可能會損失大部分或所有價值。

反向產品與沽空（僅適用於反向產品）：投資反向產品並不同於建立短倉。因為涉及重新平衡活動，反向產品的表現可能會偏離短倉表現，特別是當市況波動和走勢經常搖擺不定的時候。

21. I/We hereby confirm that I/we have received a copy of the Risk Disclosure Statements referred to in Schedule I to the Code of Conduct for Persons Licensed by Registered with the Securities and Futures Commission published in April 2014 (as amended from time to time) upon signing the Agreement hereof and shall refer therein for fuller knowledge and information of the relevant risk prior to entering trading Transaction.

本人(等)茲確認已收到 貴司的一份風險披露聲明，全文是錄自證券及期貨事務監察委員會 2014 年 4 月（經不時修訂）所出版的持牌人或操守準則附表(1)，並將參閱風險披露聲明以獲取更詳細及豐富風險知識，才進行交易，本人(等)所選擇的證券買賣。

22. Interpretation 釋義

In this Agreement unless the context otherwise requires:

本合約中，除文意另有所指外：

1. that in respect of securities trading, I/we understand that the prices of securities can and does fluctuate sometimes dramatically, and the price of any individual security may move up or down, and may even become valueless and that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities;

證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險，本人(等)願意承擔此等風險；

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2. "Securities" means all kinds of instruments commonly known as securities including, but not limited to, stocks, shares (listed or otherwise), warrants, debentures, unit trusts, mutual funds, bonds or notes of, or issued by, any body, whether incorporated or unincorporated, or of any government or local government authority, as you may at your absolute discretion from time to time offer to deal in.

“證券”指各類普遍認為是證券的工具，包括但不限於股份、股票(上市及非上市者)、認股權證、債票、信託基金、互惠單位基金、債券或票據由註冊團體、非註冊團體或政府或當地政府發行，由貴司可不時提供來交易者。

3. "Financial product" refer to 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.

“金融產品”指任何《證券及期貨條例》所界定的證券、期貨合約或槓桿式外匯交易合約。就‘槓桿式外匯交易合約’而言，其只適用於由獲得發牌經營第三類受規管活動的人所買賣的該等槓桿式外匯交易合約

4. Know your client: reasonable advice or reasonably suitable

Having regard to information about the client of which, we "Tung Yat Securities Limited" or our registered staff is or should be aware through the exercise of due diligence, when making a recommendation or solicitation, "taking all reasonable steps "to establish the true and full identity of each client and his "financial situation, investment experience and investment objectives". the suitability of the recommendation or solicitation for that client is reasonable in all the circumstances. Where appropriate, each client's information should also be updated on a continuous basis. The Client(s) here confirm that will well co-operate with the Company provide update information about financial situation, investment experience and investment objectives etc.

認識你的客戶：“合理的建議”或“合理地適合”持牌人或註冊人”證券有限公司”經考慮其所察覺的或經適當查證後理應察覺的關於本人(等)的資料後，持牌人或註冊人在作出建議或招攬行為時，確保採取“一切合理步驟”，以確立每位客戶的“真實和全部的身分”以及其“財政狀況、投資經驗及投資目標”而向本人(等)戶作出的建議或招攬行為，在所有情況下都是合理的。並且應在適用情況下持續更新本人(等)的資料或投資經驗及財政狀況。本人(等)確認配合以上“一切合理步驟”向貴司提供所需資料。

5. "If "Tung Yat Securities Limited" solicit the sale of or recommend any financial product to me/us, the financial product must be reasonably suitable for me/us having regard to the us/our financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask me/us to sign and no statement we may ask me/us to make derogates from this clause."

假如貴司”同一證券有限公司”向本人(等)招攬銷售或建議任何金融產品，該金融產品必須是貴司經考慮本人(等)財政狀況、投資經驗及投資目標後而認為合理地適合本人(等)的。本協議的其他條文或任何其他貴司可能要求本人(等)簽署的文件及貴司可能要求本人(等)作出的聲明概不會減損本條款之效力。”

6. Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreements by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.

若本合約簽署人由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及本合約簽署人之責任，須由此等人士個別及共同承擔責任。

7. Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.

凡表示單數之字眼包括複數含義，反之亦然；凡表示陽性之字眼亦包括陰性及中性含義。

8. Words importing persons shall include limited company (including local and foreign).

字義上所指的“人”(若適用)亦包括有限公司(本港者或海外者)。

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23. Law 法律

This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。

I/We do hereby declare that to the best of my/our knowledge and belief the above information is true and correct and can be relied upon by you in the satisfaction of your obligations. I/We also undertake to notify you in writing in case of any change of information in regard to above item.

本人(等)謹此聲明盡本人(等)所知及所信上述資料屬真實及為正確無誤。貴司可倚賴此等資料以履行其義務。此外，凡上述資料如有任何更改，本人(等)謹此承諾致函通知貴司。

I/We declare that the contents of the Authorization for Account Opening, Account Opening Information (together with the Schedules thereto), the Risk Disclosure Statement and the Agreement have been duly explained to me/us in a language of my/our choice (English or Chinese), and I/we have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice, and I/we agree to be bound by the provisions thereof.

本人(等)在此聲明此開戶授權書、開戶資料(及其附錄)、風險披露聲明及現金客戶協議書之內容業經向本人(等)以其所選擇及明瞭之語言(英文或中文)解釋，本人(等)獲邀閱讀該風險披露聲明，提出問題及徵求獨立的意見並同意接受該等條款及內容之約束。

IN WITNESS WHERE OF I/We hereto set my/our hands/and affix my/our Company Chop hereto this day _____

茲見證本協議，本人(等)在此簽署及蓋上公司印於_____年_____月_____日。

Signature of Individual/Joint Account Holder

個人/聯名帳戶持有人簽署

Signature of Joint Account Holder

聯名帳戶持有人簽署

Name of Individual/Primary Joint Account Holder

個人/聯名帳戶持有人姓名

Name of Secondary Joint Account Holder

聯名帳戶持有人姓名

In the presence of 見證於：

Witness Name 見證人姓名

Witness Signature 見證人簽署

Witness Identity No. 見證人身份證明文件編號

Witness Occupation 見證人職業

Witness Address 見證人地址

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ACCEPTED AND CONFIRMED BY TUNG YAT SECURITIES LIMITED 同一證券有限公司接受及確認

For and or behalf of

TUNG YAT SECURITIES LIMITED

Authorized Signature(s)

In the presence of 見證於：

Witness Name 見證人姓名

Witness Signature 見證人簽署

DECLARATION BY STAFF 職員聲明

I, a licensed or registered person, declare that I have provided the above client with a copy of the Risk Disclosure Statement in a language of the client's choice (English or Chinese) and invited the client to read the Risk Disclosure Statement referred to in Clause 21 of the Cash Client's Agreement, ask questions and take independent advice if the client so wishes.

本人，以註冊人身份，確認本人已按照上述客戶所選擇的語言（英文或中文）提供風險披露聲明及提示客戶閱讀現金客戶協議書條款 21 該風險披露聲明、亦邀請客戶如有需要可以提出問題及徵求獨立的意見。

Signature of the Account Officer 客戶主任簽署

Account No. 帳戶號碼

Date 日期

Name of the Account Officer and CE No.

客戶主任姓名及中央編號

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Account No. 帳戶號碼	Date Opened 開戶日期
---------------------	---------------------

Signature Form 簽名印鑑表

Name: 姓名:	Name: 姓名:
ID Document Type <input type="checkbox"/> HKID 香港身份證 身份證明 <input type="checkbox"/> ID/Passport 身份證/護照 文件種類 (Issued Country 簽發國家 :)	ID Document Type <input type="checkbox"/> HKID 香港身份證 身份證明 <input type="checkbox"/> ID/Passport 身份證/護照 文件種類 (Issued Country 簽發國家 :)
ID Document No. 身份證明文件號碼	ID Document No. 身份證明文件號碼
Signature 簽署	Signature 簽署
Name: 姓名:	Name: 姓名:
ID Document Type <input type="checkbox"/> HKID 香港身份證 身份證明 <input type="checkbox"/> ID/Passport 身份證/護照 文件種類 (Issued Country 簽發國家 :)	ID Document Type <input type="checkbox"/> HKID 香港身份證 身份證明 <input type="checkbox"/> ID/Passport 身份證/護照 文件種類 (Issued Country 簽發國家 :)
ID Document No. 身份證明文件號碼	ID Document No. 身份證明文件號碼
Signature 簽署	Signature 簽署
Specimen of Company Chop 公司印章式樣	
Signing Arrangement 簽署安排 ANY _____ of the above _____ signature(s) 任何 _____ 上列 _____ 式樣 <input type="checkbox"/> TOGETHER with the Company Chop shall be valid 需加 蓋公司印章生效 <input type="checkbox"/> WITHOUT the Company Chop shall be valid 不需加 蓋公司印章生效 (Cross the blank spaces 請將不用之簽署空格刪去)	

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ONLINE TRADING AGREEMENT

網上交易協議

The terms of this Online Trading Agreement supplement the Cash Client's Agreement entered into by Tung Yat Securities Limited ("Tung Yat") and client to which this Online Trading Agreement is annexed whereby Tung Yat agrees to provide client electronic services which enable client to give electronic instructions and to obtain quotations and other information via computer transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network. Where any conflict arises between the Cash Client's Agreement and the provisions of this Online Trading Agreement, the provisions of the latter shall prevail.

本網上交易協議是補充其依附的並為同一證券有限公司（“同一”）與客戶簽訂的現金客戶協議書，籍此本公司同意向客戶提供電子服務，使客戶能夠透過電腦傳輸的方式，在相容的個人、家庭或小型商業電腦，包括能夠連接電訊網絡並帶有調制解調器、終端機或網絡電腦等設備的互聯網儀器，發出電子指示並獲取報價和其他資訊。如現金客戶協議書與本網上交易協議之條款有任何衝突，以後者之條款為準。

1. Internet Trading Facilities ("Internet Trading Service") 互聯網交易設施 (互聯網交易服務)

1.1 I/We acknowledge that the Internet Trading Service is a semi-automated facility which enables me/us to operate a cash securities trading account ("the Account"), to give instructions to purchase, sell or otherwise deal with securities and to receive information services through the Tung Yat website www.tungyat.com on the internet.

本人(等)確認互聯網交易服務是一項半自動的設施，使本人(等)可透過互聯網上的同一網站 www.tungyat.com 運作現金證券交易帳戶(“帳戶”)，發出買入、賣出或其它方式處理證券的指示及接收資訊服務。

1.2 Unless otherwise notified to you, I/we shall be the only authorized user of the Internet Trading Service. You may rely on any instructions which you receive from me/us via the Internet Trading Service and you are not required to verify the accuracy of any such instructions. I/We shall fully indemnify you on demand against all losses, damages, interests, costs, expenses, actions, demands, claims, proceeds whatsoever which you may incur, suffer or sustain as a result of or arise from your acceptance, reliance on or acting upon these instructions.

除非另行向貴司發出通知，本人(等)將是互聯網交易服務的唯一使用者。貴司可依靠經互聯網交易服務從本人(等)收到的任何指示，而毋須核實任何有關資料的準確性。本人(等)須於被要求時對 貴司因接納或依賴上述指示或按上述指示行事而招致、蒙受或承受的一切損失、損害賠償、利息、費用、開支、訴訟、要求、申索、法律程序向 貴司作出十足彌償。

1.3 I/We consent that instructions placed via the Internet Trading Service will not be valid until corresponding confirmation is received from you through the internet.

本人(等)同意，經互聯網交易服務發出的指示， 貴司透過互聯網確認已收到有關指示，方始生效。

1.4 I/We hereby undertake to inform you immediately if:

本人(等)特此承諾於下列情況出現時即時告知貴司：

(a) I/We have received acknowledgement of an instruction or execution of it which has not been given by me/us;

本人 (等)接獲並非由本人(等)發出的指示或執行有關指示的確認；

(b) I/We have become aware if any unauthorized use of the Internet Trading Service in respect of my/our account.

本人 (等)知悉任何未經授權使用本人(等)帳戶作互聯網交易服務。

1.5 I/We acknowledge that the Internet Trading Service, the Tung Yat website and those software or technology comprised in them, are

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proprietary to you. I/We hereby undertake that I/we shall not nor shall attempt to temper with, modify, decompile, reverse engineer or otherwise alter any part of them.

本人(等)確認互聯網交易服務，同一網站及其包括的軟件或技術，均屬貴司所有。本人(等)特此承諾，本人(等)不會亦不會嘗試篡改、更改、改編、仿製或以其它方式改動任何其部份。

- 1.6 I/We acknowledge that the internet is, due to unpredictable traffic congestion and other reasons, a less reliable medium of communication and that such unreliability is beyond your control. I/We acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of instructions and other information and that this may result in delays in the execution of instructions and/or the execution of instructions at prices different from those prevailing at the time the instructions were given. I/We further acknowledge and agree that there are risks of misunderstandings or errors in any communication and that such risks shall absolutely be borne by me/us. I/We acknowledge and agree that it shall not usually be possible to cancel an instruction after it has been given.

本人(等)確認由於不可預測的通訊擁塞以及其它原因，互聯網是一種較不穩定的通訊媒介，其不穩定的情況是貴司控制範圍以外的。本人(等)確認由於互聯網如上所述不可靠情況，在傳送和接收指示及其它資料時可能出現延誤，以致延遲執行指示及/或執行指示的價格與發出指示的現行價格有所不同。本人(等)進一步確認及同意，任何通訊均有產生誤會或錯誤的風險，而有關風險應完全由本人(等)承擔。本人(等)確認及同意，指示一經發出後，通常均不可能取消。

- 1.7 You shall not be responsible for delay in transmission, receipt or execution of any instruction due to either breakdown or failure of transaction, communication facilities or unreliable medium of communications to any other courses beyond your control.

因傳訊或通訊設施損壞或故障或因通訊媒介在貴司控制範圍以外的任何其它不可靠情況，導致任何指示在傳送、接收或執行上出現延誤，貴司一概毋須負責。

2. Instructions 指示

- 2.1 In operating the Account, I/we understand that I/we may give my/our instructions through the Internet Trading Service. I/We further understand that the Company reserves the rights to suspend the online trading facilities of my/our internet account if the account dormant for 3 months. I/We shall give my/our instructions either by verbal communications or in writing with my/our marketing managers.

在運作帳戶時，本人(等)明白本人(等)可透過互聯網交易服務發出指示。本人(等)亦明白如本人(等)之網上買賣帳戶於三個月內未有運作，則貴司有權暫停提供本人(等)之網上戶口服務，而本人(等)必須以口頭或書面形式聯絡本人(等)之客戶經理發出交易指示。

- 2.2 I/We hereby consent to use the Internet Trading Service as a medium to communicate or transmit any instructions with respect to the Account. If I/we experience any difficulties in communicating my/our instruction via the Internet Trading Services, I/we undertake to communicate our instruction via the alternative methods set out in clause 2.1 above. The risk of using the Internet Trading Service is duly noted by me/us as stated in clause 1.6 & 1.7 above.

本人(等)特此同意使用互聯網交易服務作為就帳戶傳達或傳送任何指示的媒介，本人(等)在經互聯網交易服務傳達本人(等)的指示時遇到任何困難，本人(等)承諾透過上文第 2.1 條載列的其他方法傳達本人(等)的指示。本人(等)已充分知悉上文第 1.6 及 1.7 條所述使用互聯網交易服務的風險。

3. Electronic Mail Service ("Email") 電子郵件服務 (電郵)

I/We hereby inform you that my/our daily and monthly statements and official documents are to be delivered by email and understand the fact that your company will endeavour to send the relevant documents by email and take all responsible actions to ensure that they are sent in a timely fashion. Due to unforeseen technical reasons which is out of your company's control, a guarantee of receipt of the sent email is not possible. It should be noted that the emailed statements are deemed to be correct if no discrepancies are reported in writing within the day limits stated in the statements and it is my/our responsibility to check my/our email on a timely manner.

本人(等)謹通知貴司以電郵方式傳遞有關本人(等)之日結單、月結單及其他通告至本人(等)之電郵地址，並明白貴公司在傳遞電郵過程中，已盡一切合理努力使有關電郵準時無誤地送達本人(等)之電郵地址，但考慮到其他非預見及非控制範圍內之技術問題，貴公司不可能作出

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完全保證。本人(等)清楚知道本人(等)有責任查收每日之電郵狀況，若本人(等)於貴公司之結單所載時限內並無提出書面異議，則有關帳戶之結單應為定論，並當作本人(等)接受處理。

AGREED AND ACCEPTED BY 接受及確認

Client's Signature

客戶簽署

Witness's Signature

見證人簽署

Name of Client

客戶姓名

Name of Witness

見證人姓名

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