



CTBC SECURITIES
中國信託證券

CTBC ASIA LIMITED

28/F Two International Finance Centre,
8 Finance Street, Central, Hong Kong

中國信託綜合證券(香港)有限公司

香港中環金融街8號
國際金融中心二期28樓

CASH/CUSTODIAN CLIENT'S AGREEMENT (Corporation)

**現金/保管客戶協議書
(公司)**



CTBC ASIA LIMITED

CASH/CUSTODIAN CLIENT'S AGREEMENT

THIS AGREEMENT is made BETWEEN:-

CTBC ASIA LIMITED, is a corporation licensed by the SFC (as defined below) to, inter alia, carry on business of Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the SFO (as defined below) (CE Number: AJF 262) whose registered office is situated at Suite 2809, 28/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong;

And

The Client, whose name and other particulars are set out in the Account Opening Information Form (as defined below).

IN consideration of CAL's agreeing to open and operate the Account(s) (as defined below) in the Client's name for Securities (as defined below) trading and investment advisory services, the Client agrees that the Account(s) shall be operated and Securities trading and investment advisory services shall be provided subject to and upon the following terms and conditions:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the meanings assigned to them:-

"Account(s)"

means any account opened for and operated by the Client pursuant to this Agreement (whether cash or margin securities account);

"Account Opening Information Form"

means the account opening information form set out in Schedule 3 hereto together with all other information of and relating to the Client provided to CAL at any time and from time to time;

"Authorized Person"

means the person(s) appointed by the Client and notified to CAL as authorized person(s) to act on behalf of the Client for operating the Account and initially the person(s) named in the Board Resolution or the Authorization Form (Schedules 4 and 6, respectively);

"Agreement"

means this agreement and all attachments hereto, including any amendment(s) as made from time to time;

"Business Days"

means a day on which banks generally in Hong Kong are open for business excluding Saturdays and Sundays;

"CCASS"

means the Central Clearing and Settlement System operated by HKSCC;

"CAL"

means CTBC ASIA LIMITED, or any successor or assignee thereof;

"Clearing House"

means Hong Kong Securities Clearing Company Limited ("**HKSCC**") or any such other foreign clearing house;

"Client"

means the person(s) who has signed the Account Opening Information Form, as the client of CAL and any personal representative or successor in title thereof and any permitted assigns thereof;

"Event of Default"

means any of the events(s) referred to in Clause 21 of this Agreement;

"Exchange"

means The Stock Exchange of Hong Kong Limited ("**SEHK**"), or such other foreign stock exchanges or markets or over-the-counter markets or responsible association of dealers or corporation dealing in Securities or derivatives within or outside Hong Kong so as to provide, in CAL's opinion, a market for a Security or derivative;

"FATCA" means the Foreign Account Tax Compliance Act;

"Hong Kong"

means the Hong Kong Special Administrative Region of the People's Republic of China;

"Hong Kong Regulators"

means the SEHK and the SFC;

"Instructions"

means any instructions given by the Client in respect of the Account including instructions for the buying or

selling of Securities and investment advisory services;

“Investor CCASS Account”

means a stock clearing account allocated to the Client which is an investor participation account at CCASS;

“IPO Application”

means an application made by or for the Client for IPO Securities on any Exchange;

“IPO Application Costs”

means the subscription or purchase price payable for any IPO Securities and all relevant charges and commission for an IPO Application;

“IPO Securities”

means Securities issued under an initial public offering;

“Liabilities”

means all monies, liabilities and obligations whether actual or contingent which are now or at any time hereafter may be or become due, owing or incurred from or by the Client or any Client group company as primary or collateral obligations to CAL in connection with the operation of the Account or in any manner whatsoever and in whatever currency (whether alone or jointly with any other person and in whatever name, style or form) together with interest from the date of demand to the date of payment, legal costs and all other costs, charges and expenses incurred by CAL;

“Securities”

has the same meaning as defined in the SFO;

“SFC”

means the Securities and Futures Commission of Hong Kong;

“SFC Code”

means the Code of Conduct For Persons Licensed by or Registered with the Securities and Futures Commission;

“SFO”

means Securities and Futures Ordinance, Cap. 571 of the Laws of Hong Kong;

“Transaction”

means an executed Instruction or Instructions.

“US Person” means any person who is defined as a United States person under the FATCA and include any one or more of the following:-

- (i) a citizen or resident of the United States;

- (ii) a person that is not a citizen or national of the United States and who meets either the “green card” test or the “substantial presence” test under the Internal Revenue Code of 1986, as amended, and/or any other applicable laws, rules and regulations for the calendar year;

- (iii) a person electing to be treated as a tax resident of the United States; or

- (iv) any other person that is subject to the United States federal income taxation on his worldwide income regardless of its source.

1.2 In this Agreement, where the context permits, “**CAL**” shall include CAL’s affiliates. For such purpose, “**affiliates**” means any subsidiary (as defined in the Companies Ordinance) of CAL and any holding company thereof and any subsidiary of any such holding company.

1.3 In this Agreement, reference to a Clause shall be to a clause or sub-clause of this Agreement.

1.4 In this Agreement, reference to an Ordinance shall be to any Ordinance or legislation of Hong Kong as amended, supplemented or re-enacted from time to time.

1.5 In this Agreement, reference to one gender shall include all genders and reference to the singular shall include the plural and vice versa, and reference to a person shall include a company, firm, partnership or any other entity.

2. APPOINTMENT OF CAL

2.1 CAL offers or will offer services such as securities cash account, discretionary account, investment advice and unit trusts to the Client.

2.2 The Client will be required to open another account and sign further documents in order to conduct margin trading or deal in options or other Securities as CAL may specify from time to time.

3. INSTRUCTIONS

3.1 The Client shall give (and hereby authorizes CAL to accept) the Instructions to CAL orally either in person or by telephone, by telex, fax, electronic mail or other electronic means, or in writing signed by the Client or the Authorized Person, delivered by hand, post, fax or any such other form as from time to time acceptable to

CAL.

3.2 CAL shall be entitled (but is not obliged) to require any oral, telex, fax, electronic mail or other electronically transmitted Instructions to be confirmed in writing within such period as CAL may specify, provided that any failure on the Client's part to confirm or delay in confirming will not prejudice CAL's acting on such oral, telex, fax, electronic mail or other electronically transmitted Instructions and the Client shall indemnify CAL on demand against any damage, loss, cost or expense incurred by CAL in connection with acting on any such Instruction.

3.3 CAL shall be entitled to act on any Instructions given or purportedly given by or on behalf of the Client or any Authorized Person from time to time notwithstanding any error, misunderstanding and lack of clarity in relation to such Instructions. The Client shall notify CAL immediately in writing if any Authorized Person ceases to be so authorized by the Client and prior to actual receipt of such notice, CAL shall be entitled to act on Instructions from that Authorized Person.

3.4 Notwithstanding the terms of any other agreement or course of dealing between CAL and the Client, under no circumstances will CAL have any duty to verify the identity or the authority of the person giving Instructions by accepted means pursuant to this Agreement. CAL is entitled to treat such Instructions as fully authorized by and binding on the Client, regardless of the circumstances prevailing at the time of the receipt of the Instruction by CAL or the amount of the Transaction contemplated by the Instruction, provided that CAL's officer(s) accepted, acted or relied on or dealt with the Instruction honestly and genuinely believed the Instruction to be genuine at the time it was received by CAL.

3.5 The Client acknowledges that once given, an Instruction cannot be revoked, cancelled or altered without prior consent from CAL.

3.6 If CAL has agreed in writing to accept Instructions which are given or transmitted electronically by the Client direct to CAL, the Client acknowledges that electronic transmissions over the internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the internet. CAL has no responsibility for any delay, failure, error, interruption or suspension in the transmission or communication of Instructions or information on prices or the mistaken receipt of any Instructions by any other party. CAL is authorized to act upon any Instructions

received by it (regardless of delay, failure, error, interruption or suspension as foresaid) and CAL shall not be required to check the accuracy or authenticity of such Instructions with the Client, nor shall CAL be liable for any losses or costs suffered or incurred by the Client as a result of CAL acting upon the same. CAL shall be entitled to require the Client to enter into a further agreement if the Client wishes to deal in Securities through electronic means.

3.7 CAL may (but is not obligated to) require that any Instruction should contain such identification code or test as CAL may from time to time specify and the Client shall be responsible for any improper use of such code or test.

3.8 CAL shall be entitled, at its absolute discretion, to refuse to accept any Instruction as to any Transaction given pursuant to this Agreement by the Client without giving reasons for any such refusal. CAL shall not be liable to the Client for any loss whatsoever arising out of or in connection with its not accepting or acting on such Instructions.

3.9 The Client undertakes to indemnify and hold harmless CAL and its directors, officers, employees, agents and correspondents from and against all claims, demands, actions, proceedings, damages, losses, costs and expenses which may be incurred or paid by CAL or any of its directors, officers, employees, agents, correspondents arising out of anything done or omitted pursuant to accepting, acting or relying on or dealing with any Instruction.

4. TRANSACTION

4.1 CAL will act as the Client's agent in effecting Transactions unless CAL indicates (in the contract note for the relevant Transaction or otherwise) that it is acting as principal.

4.2 By reason of trading restraints on the Exchange and/or rapid changes in the prices of Securities, there may, on occasions and despite CAL's reasonable endeavors, be delay in making prices or in dealing at any specific time "at best" or "at market" order. The Client agrees in any event to accept and be bound by dealings which take place on the Client's behalf and agrees that CAL shall not be liable for any loss arising by reason of its failing, or being unable, to comply with any terms of an order of the Client.

4.3 Where CAL is unable to perform any order in full, it is entitled to effect partial performance only without prior

- consent from the Client.
- 4.4 Unless the Client gives specific Instructions to CAL to the contrary, the Client acknowledges that all orders or requests are good for the day only and that to the extent unfulfilled they will lapse at the end of the official trading day of the relevant market.
- 4.5 Unless otherwise informed in writing, the Client confirms that the Client is ultimately responsible for originating the Instructions in relation to all Transactions.
- 4.6 The Client agrees that the Client will only place sale orders with CAL in respect of Securities which the Client presently owns, i.e. no short selling. If there is any short selling, the Client undertakes to CAL to:-
- 4.6.1 make immediate, full and frank disclosure of such order(s) to CAL;
- 4.6.2 provide (without demand by CAL) all documentary evidence in substantiation of the legality of the short selling under the SFO or other laws, rules and regulations of Hong Kong and of the SEHK; and
- 4.6.3 indemnify CAL against all damage, loss, lawsuits, cost and expense which may be sustained or incurred by CAL as a result of the execution of the short selling order.
- 4.7 On all Transactions, the Client will pay CAL commissions and charges, as notified to the Client, as well as applicable levies imposed by the Exchange from time to time, and all applicable stamp duties. The Client shall also be responsible for all fees and expenses of any applicable brokers, agents and nominees including bank charges, registration fees, stock settlement fees, interests, custodian and transaction charges. CAL is authorized to deduct such commissions, charges, levies, duties, fees and expenses from the Account in accordance with the rules prescribed by the Exchange from time to time. The Client undertakes to indemnify CAL and its officers, employees and agents for any loss, cost, claim, liability or expenses arising out of or connected with any breach by the Client of its obligations to CAL, including without limitation legal costs (on a full indemnity basis) incurred in enforcing any collateral or otherwise costs on collecting any Liabilities due by the Client or in connection with any closure of the Account.
- 4.8 In respect of each Transaction, unless CAL is already holding cash or Securities on the Client's behalf to settle the Transaction or CAL grants temporary financial accommodation to the Client pursuant to Clause 4.10, the Client will by such time as CAL has notified the Client in relation to that Transaction:-
- 4.8.1 pay to CAL cleared funds or deliver to CAL Securities in deliverable form; or
- 4.8.2 otherwise ensure that CAL has received such funds or Securities.
- If the Client fails to do so, CAL may:-
- (a) in the case of a purchase Transaction, sell the purchased Securities; and
- (b) in the case of a sale Transaction, borrow and/or purchase Securities in order to settle the Transaction.
- 4.9 The Client will be responsible to CAL for any losses and expenses resulting from the Client's settlement failures.
- 4.10 CAL may at its sole discretion allow the Client's settlement account to be in credit or debit or may cause any debit balance to be thereby increased in consequence of such debit for settlement of a Transaction provided that the Client undertakes to CAL that the Client will on demand settle such debit balance. The Client agrees to pay interest on the daily overdue debit balance on the Account (including interest arising after a judgment debt is obtained against the Client) at such rate as CAL may conclusively determine with reference to the market practice from time to time (payable on the last day of each calendar month and on any demand by CAL) and there shall also be debited to the Account such commission and other charges (including legal costs) as CAL may from time to time impose.
- 4.11 CAL will be responsible to the Client for any losses suffered by the Client and any expenses incurred by the Client as a result of CAL's settlement failures. In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and CAL has to purchase Securities to settle such Transaction, the Client shall not be responsible to CAL for the costs of such purchase.
- 4.12 Unless otherwise agreed, following any failure by the Client to settle any Transaction, CAL is authorized, in the case of a purchase Transaction, to transfer or sell the purchased Securities to satisfy the Client's obligations to CAL or, in the case of a sale Transaction, to borrow and/or purchase the sold Securities to satisfy the Client's obligations to CAL and the Client shall fully reimburse CAL for all loss, damage, fee, cost or expense suffered

or incurred by CAL in connection with any such transfer, sale, borrowing or purchase or the Client's failure to make payment or deliver.

4.13 The Client accepts and acknowledges that, as part of the services provided by CAL to the Client, CAL may telephone the Client on a regular basis in order to provide the Client with investment advice and/or make recommendations as to specific Securities which CAL may consider appropriate to the Client's circumstances. By accepting the terms and conditions of this Agreement, the Client is deemed to have requested and agreed to calling by CAL to offer the Client specific Securities which CAL may consider appropriate. If the Client does not require such service, the Client will notify CAL.

4.14 CAL shall cause and control the execution of the Client's orders on any Exchanges or markets anywhere in the world through any person related to CAL or members of the various Exchanges and Clearing Houses or independent floor brokers or market makers or principals in other markets, by arrangements which CAL in its absolute discretion may make from time to time with various persons as may be necessary to provide other execution, and references in this Agreement to Transactions or executions or execution by CAL shall be construed accordingly.

4.15 CAL or its nominees may at any time exercise voting rights with respect to Securities carried in the Account at CAL's discretion and without further consent from the Client, but subject to any specific written voting Instructions received from the Client as the beneficial owner of such Securities.

4.16 CAL may aggregate the Client's orders with its own orders or with those of persons connected with CAL or with those of other clients. Such aggregation may on some occasions operate to the Client's disadvantage and on other occasions to the Client's advantage. However, CAL shall ensure that no such aggregation with CAL's own orders will operate to the Client's disadvantage and shall endeavor to ensure that any aggregation with other client's orders will not, over a period of several such orders, disadvantage the Client in relation to other clients.

4.17 CAL shall not be responsible for delays in the transmission of orders to the place of execution or the transmission of reports of executed orders to the Client due to any failure of communication facilities or any other delays beyond the reasonable control of CAL.

4.18 Where the Client has an Investor CCASS Account, the

Client shall affirm all Instructions of CAL to CCASS and take such other actions as may be required for settlement of Transactions on the Account by CCASS or other matters to be effected in respect of the Account on the Instructions of the Client or otherwise pursuant to and in accordance with this Agreement where such involve the Investor CCASS Account. The provisions of this Agreement shall be read as providing for Securities acquired for the Account to be held in the Investor CCASS Account only where the Client so instructs

4.19 If CAL solicits the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document CAL may ask the Client to sign and no statement CAL may ask the Client to make derogates from this clause. For the purpose of this clause, "financial product" refer to any securities as defined under the SFO.

5. LAWS AND RULES

5.1 All Transactions shall be effected in accordance with all laws, rules and regulatory directions applying to CAL. This includes, without limitation, the rules of the SEHK, SFC and HKSCC. All actions taken by CAL in accordance with such laws, rules and directions shall be binding on the Client.

5.2 All Transactions may be effected by CAL directly in any Exchange where CAL is authorized to transact stock broking business, or, in CAL's option, in any Exchange indirectly through any other broker which CAL may, at CAL's discretion, decide to retain.

6. SAFEKEEPING OF SECURITIES

6.1 Any Securities which are held by CAL for safekeeping may, at CAL's discretion, either:-

6.1.1 (in the case of registrable Securities) be registered in the Client's name or in the name of CAL's nominee; or

6.1.2 be deposited in safe custody in a designated account with CAL's bankers or with any other institution which provides facilities for the safe custody of documents. In the case of Securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services. Any Securities kept outside Hong Kong shall be subject to the applicable

laws, rules, regulations and customs and/or bye-laws.

- 6.2 CAL shall not bound to redeliver to the Client the identical Securities or certificates representing Securities received by CAL from or for the Client but may redeliver other Securities or certificates representing Securities of like kind and amount. CAL's obligation shall be to deliver to the Client or the Client's lawful representative such Securities or certificates representing Securities of like kind and amount at the office at which the Account is carried provided that CAL shall not be responsible for the loss or damage to any Securities deposited with or held by CAL or its agents or otherwise on its behalf, unless due to gross negligence or willful default on CAL's or their part.
- 6.3 The Client acknowledges and agrees that Securities from time to time acquired and/or held through or in CCASS shall be held subject to and in accordance with CCASS rules. Where the Client has an Investor CCASS Account and specifies that Securities are to be held in the relevant Investor CCASS Account, such Securities shall, save where the context otherwise requires, be treated in this Agreement as held for the Account. The Client shall be responsible for all costs and expenses in respect of the Investor CCASS Account.
- 6.4 Where any Securities are held in the name of CAL or its nominee, unless CAL receives the Client's Instruction or any Event of Default occurs, CAL shall not attend any meeting or exercise any voting or other rights including the completion of proxies.
- 6.5 Where Securities are registered in the name of CAL or its nominee and have been deposited under the terms hereof, CAL shall notify Client of information received by CAL which requires action to be taken by Client in relation to such Securities and to request, collect, receive and make payments or distributions attributable to such securities(“**Corporate Action**”) arising from acquisition, ownership, disposal, conversion, exchange or otherwise. However, CAL are authorized, at its discretion, to take such steps as CAL may consider expedient to enable CAL to provide the services in relation to Corporate Action and to exercise CAL powers not to notify Client of any Corporate Action information and to receive any proxy voting forms without notice to Client. Unless CAL receives Instruction(which shall be deemed to include the default option specified in any notification and request for Instructions) CAL shall not attend any meeting or exercise any voting or other rights including the completion of proxies.

- 6.6 Where Securities are not registered in the Client's name, any dividends or other benefits arising from Corporate Action in respect of such Securities pursuant to Clause 6.4 shall, when received by CAL, be credited to Account or paid or transferred to Client as agreed with CAL. Where the Securities form part of a larger holding of identical securities held for CAL clients, the Client shall be entitled to the same share of the benefits arising on the holding as CAL share of the total holding.
- 6.7 If, in relation to any Securities deposited with CAL but which are not registered in the name of Client, in respect of which any loss is suffered by CAL there from, CAL is entitled to debit in the Account or alternatively demand payment by Client as may be agreed with the amount of such against such portion equivalent to the amount of loss as the aforesaid of the total Securities held by CAL on behalf of Client.
- 6.8 CAL has not received from the Client any written authority under section 148 of the SFO to:-
- 6.8.1 deposit any of the Client's Securities with an authorized financial institution as collateral for financial accommodation in the course of dealings in securities or any other regulated activity which is licensed or registered made to CAL, or with a recognized clearing house; or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of CAL obligations and liabilities under the clearing system;
- 6.8.2 apply or lend any of the Client's Securities pursuant to a securities borrowing and lending agreement; and
- 6.8.3 otherwise part with possession(except to Client or on Client's Instructions) of any of Client securities for any purpose.

7. CASH HELD FOR THE CLIENT

- 7.1 Any cash held for the Client, other than cash received by CAL in respect of Transactions and which is onpaid for settlement purposes or to the Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws and rules of any relevant Exchange or regulatory authority, except that any interest earned on such balance or money shall, to the extent that it exceeds interest payable to the Client at the

rate determined by CAL to be applicable, be retained by CAL for its account from time to time. For avoidance of doubt, the Client acknowledges that no interest will be payable to the Client if the daily balance of the Account falls below HK\$10,000.

7.2 The Account shall be in Hong Kong dollars or such other currencies as CAL may agree from time to time with the Client. In the event that the Client instructs CAL to execute any of the Transaction in a foreign currency, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of the Client solely. CAL is entitled to convert one currency into the other for the purpose of undertaking any action or step taken by CAL under this Agreement in such manner and at such time as it may in its absolute discretion determine.

7.3 Any profit or loss resulting from exchange rate fluctuations affecting such other currency will be entirely for the Client's account and risk. Such profit or loss will accordingly be credited or debited (as the case may be) to the Account.

8. IPO APPLICATION

8.1 Prior to the Client requesting and authorizing CAL to make an IPO Application as Client's agent and for the benefit of the Client or any other person, the Client shall, unless otherwise agreed, verify that the available credit balance in the Account is sufficient to cover in full the Application Costs.

8.2 If the Client instructs CAL to make an IPO Application, the Client:-

8.2.1 warrants to and for CAL's benefit that CAL shall have authority to make such IPO Application on the Client's behalf;

8.2.2 warrants the IPO Application is solely for the benefit of the Client unless the Client expressly requests that the IPO Application is for the benefit of another person, details of whom shall be provided by the Client to CAL and in which case the Client warrants that the IPO Application is solely for the benefit of such other person ("**a relevant person**");

8.2.3 warrants that the IPO Application is and will be the only application made for the benefit of the Client or relevant person (if applicable) and no other application will be made either by the Client or other relevant person;

8.2.4 authorizes CAL to represent and warrant to the Exchange (or other relevant markets) on the application form that no other application is being made or is intended to be made by the Client itself or for the benefit of the Client by any other person or the relevant person;

8.2.5 acknowledges that the representations, warranties and disclosure referred to in this Clause will be relied upon by CAL in making the IPO Application and by the issuer of the Securities in deciding whether or not to allot Securities to CAL on behalf of the Client or the relevant person;

8.2.6 agrees to indemnify and hold harmless CAL and its directors, officers, employees and agents in full against any and all losses, damages, claims, liabilities, costs or expenses arising out of or in connection with any breach of the warranties given in this Clause or any authorization being incorrectly given;

8.2.7 agrees CAL to debit the Account to cover the application costs unless otherwise agreed. The Client acknowledges that the IPO Application may be rejected by the issuer or may be successful only in part, in which case the Account will be refunded to the extent that the IPO Application is not successful provided that CAL has received from the issuer the amount of refund. The Client agrees that if the available credit balance in the Account is not sufficient to cover the Application Costs, CAL may, without prior notice, decline to carry out or effect the Instruction unless a sufficient facility is granted;

8.2.8 agrees to CAL aggregating the Instructions together with those of CAL's other clients into one bulk application to be lodged with the issuer; and

8.2.9 agrees to CAL giving all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other markets or relevant regulator or person).

8.3 The Client shall familiarize itself and comply with all the terms and conditions governing the IPO Securities and the application for such IPO Securities set out in any

prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Client agrees to be bound by such terms and conditions in any such Transaction the Client may have with CAL.

8.4 The Client acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in Securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.

8.5 The Client recognizes and understands that the legal, regulatory requirements and market practice in respect of applications for Securities may vary from time to time as may the requirements of any particular new listing or issue of IPO Securities. The Client undertakes to provide to CAL such information and take such additional steps and make such additional representations, warrants and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as CAL may in CAL's discretion determine from time to time.

8.6 In relation to a bulk application to be made under Clause 8.3, the Client acknowledges and agrees:-

8.6.1 that such bulk application may be rejected for reasons which are unrelated to the Client and the Client's application and neither CAL nor CAL's agent shall, in the absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection;

8.6.2 to indemnify CAL in accordance with Clause 19 if such bulk application is rejected either in circumstances where the representations and warrants under this Clause have been breached or otherwise because of factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors; and

8.6.3 subject to applicable law, in the event that the bulk application is only partially filled, the Client agrees that CAL is entitled to distribute the Securities allotted in its absolute discretion, including distributing the Securities equally between all clients under the bulk application or allocating none of such Securities so allotted to the Client at all, and the Client shall not have any claim to the Securities or claim of priority to another Client in relation to the application.

Any such allocation by CAL shall be conclusive and binding on the Client.

9. INVESTMENT ADVISORY SERVICE

9.1 The Client may appoint CAL as the Client's investment adviser in relation to:-

- (i) all of the Securities from time to time deposited or held in the Account and accepted by CAL for advisory service hereunder;
- (ii) all monies from time to time paid into the Account or such other accounts specified by the Client and accepted by CAL for advisory service hereunder; and
- (iii) all monies arising from the Securities held in the Account or such other accounts with CAL (the "**Portfolio**") subject to and upon the terms and conditions contained herein.

9.2 CAL may, having accepted the Client's appointment hereunder, provide the Client with market information and data, market views, research products, investment ideas, advice with respect to specific investment and risk management opportunities or investment recommendations (collectively the "**Investment Advice**"), which the Client may accept or reject (in whole or in part). When providing with the Investment Advice to the Client, CAL shall have due regard to the Client's financial position, investment objectives, investment experiences and restrictions relating to the Portfolio as demonstrated by the Client to CAL from time to time.

9.3 The Client represents and acknowledges (which representations and acknowledgements shall be repeated by the Client on each date on which transaction is entered into under this Agreement) that:-

- (i) the Portfolio is not managed or supervised by CAL, and that it is the Client's sole responsibility to manage and supervise the Portfolio;
- (ii) CAL is not obliged to update or review any of the Investment Advice that may have been made to the Client. Events when occur subsequent to the Investment Advice being given impair the Investment Advice's correctness, appropriateness and suitability and that CAL gives no undertaking or warranty that the Securities will perform in accordance with the Investment Advice; and

(iii) transactions that the Client instructs CAL to enter into may be subject to any or all of the risks described in the risk disclosure statements.

9.4 Where CAL provides the Client with the Investment Advice or other services in relation to any specific product including, without limitation, any of the Structured Product, CAL may, where appropriate, supply the Client with the issuers' product specifications, descriptions and any prospectus or other offering or constitution documents relating to such structured product. CAL accepts no liability for the accuracy or correctness of any information, whether in the relevant product specifications, descriptions, prospectus, offering or constitution documents or otherwise, obtained or originated from third parties (including the issuer or counterparty of any of the Structured Product) which may be provided to the Client.

9.5 No undertaking or warranty as to the recommendations and/or advice by CAL under or pursuant to this Agreement or as to the performance or profitability of the Portfolio is given by CAL.

9.6 To the fullest extent permitted by the applicable laws, CAL shall not be liable for any loss of opportunity resulting in the increase in the value of the Portfolio, any decline in the value of the Portfolio, any error of fact or judgment, mistake of law, any loss arising out of any of the investments of the Portfolio or any act or omission in the execution of this Agreement.

10. MARGIN TRADING

Where the Client applies to CAL for margin facility for margin trading, the Client has to execute a separate margin client agreement with CAL.

11. CLIENT RESPONSIBILITY FOR DISCLOSURE OF INTEREST

11.1 The Client understands that he may be subject to statutory obligations under the laws of Hong Kong to disclose certain shareholding including corporate and family interests. Other disclosure obligations may arise under legislation of other jurisdictions, or the rules and regulations of a market, or codes relating to shares repurchases, take-overs and mergers.

11.2 CAL is not responsible for advising the Client of the obligations in Clause 11.1 generally or any obligation as may arise from any instruction of the Client or which has arisen as a result of any Transactions or from any

holding or otherwise. Such obligations or disclosure are personal obligations of the Client. CAL shall not be obliged to give notice of holdings to the Client in any form or by any time limit for such purpose. CAL shall not be liable for any loss, cost or expense of the Client from any failure or delay by the Client or any other person to disclose in accordance with any such obligation nor delay or default in notification to the Client as to the carrying into effect of Instructions and the Client shall indemnify CAL for any loss, cost or expense arising from any such failure or delay.

11.3 If the Client effects Transactions in Securities listed on the SEHK for the accounts of its clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching Transactions as principal with its clients, the Client hereby agrees that, in relation to the Transaction where CAL has received an enquiry from the Hong Kong Regulators, the following provisions shall apply:-

11.3.1 Subject as provided below, the Client shall, immediately upon request by CAL (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the client for whose account the Transactions was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the Transactions. The Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the Transactions.

11.3.2 If the Client effected the Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by CAL (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the Transactions.

11.3.3 If the Client effected the Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform CAL when the

Client's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by CAL (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the Transactions.

11.3.4 If the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the Transactions was effected, the Client confirms that:-

(a) It has arrangements in place with its client which entitle the Client to obtain the information set out in Clauses 11.3.1 and 11.3.2 from its client immediately upon request or procure that it be so obtained; and

(b) It will, on request from CAL in relation to a Transaction, promptly request the information set out in Clauses 11.3.1 and 11.3.2 from its client on whose Instructions the Transactions was effected, and provide the information to the Hong Kong Regulators as soon as received from its client or procure that it be so obtained.

11.3.5 The Client confirms that, where necessary, it has obtained all relevant consents or waivers from its clients, collective investment schemes, discretionary accounts or discretionary trust for whose account Transactions may be effected to release information to the Hong Kong Regulators of the identity and contact details of such clients, collective investment schemes, discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such Transactions, and (if different from the client/ultimate beneficiary) of the person(s) who originated the Transaction.

11.3.6 The provision of this Clause 11.3 shall continue in effect notwithstanding the termination of this Agreement.

12. REBATES

To the fullest extent permitted by laws, CAL shall, at its absolute discretion, be entitled to solicit, accept and retain from any broker or other person any benefit in connection with any Transaction effected with any person for the Client, including (1) any commission, rebates or similar payments and (2) any goods or services, but CAL shall in connection with such benefits comply with the SFC's rules as to the need for demonstrable benefit to CAL's clients, Transaction, execution standards, brokerage rates and disclosure to CAL's clients. CAL shall also, in its absolute discretion, be entitled to offer any benefit in connection with any Transaction effected with any person for the Client, including any commissions, rebates or similar payments and any goods or services. CAL will ensure that it shall exercise its rights under this Clause 12 in accordance with applicable laws and regulations.

13. REPRESENTATION AND WARRANTIES FROM CLIENT

13.1 The Client represents, warrants with and undertakes to CAL that:-

13.1.1 all written or oral answers provided by the Client or any other person in the Account Opening Information Form or to any questionnaire, or other information provided in connection with the opening of the Account or subsequently (whether provided to CAL directly or to any agent or representative of CAL and disclosed) are true, complete, correct and accurate in every material aspect;

13.1.2 the Client will be the ultimate originator of all Transaction Instructions save where its agent is appointed with discretionary powers and in the case of joint Client, both shall be treated as the originators of Instructions;

13.1.3 the Client is dealing on its own account as beneficial owner of the Account and that no one other than the Client has any interest in the Securities in or held for the Account, save where the Account is opened by a trustee or a company acting as a nominee which is disclosed in the Account Opening Information Form;

13.1.4 the Client has or will have good and unencumbered title as beneficial owner to all

Securities which the Client instructs CAL to sell or otherwise dispose of for the Account in accordance with this Agreement, save where the Account is opened by a trustee or a company acting as a nominee and the same is disclosed in the Account Opening Information Form;

13.1.5 each Client will be the person solely entitled to the commercial and economic benefit and bearing the commercial and economic risk of each Transaction on the Account, save where otherwise stated in the Account Opening Information Form or otherwise expressly notified prior to any Transaction in writing by CAL;

13.1.6 all necessary consents or authorizations which may be required for the signing of this Agreement and for the carrying out of any Transaction in Securities or derivatives on any market have been obtained and are in full force and effect;

13.1.7 the Client has the authority and power and legal capacity to open the Account, to trade in Securities via CAL and to perform its obligations under this Agreement and this Agreement constitutes valid and legally binding obligations on the Client; and

13.1.8 unless the Client has opened the Account, in the name of or for a partnership and the same is so provided in the Account Opening Information Form, the Client is not holding the Account as a partner; and

13.1.9 where the Client has opened the Account in the name of or for a partnership and the same is provided in the Account Opening Information Form, the Client comprises the partners named in the Account Opening Information Form and no others, the partnership is constituted such that all partners are jointly and severally liable for the obligations thereof and any other information relating to the partnership is true and correct.

13.2 The Client acknowledges that CAL may rely on information provided in the Account Opening Information Form until CAL has received written notice from the Client of any changes therein.

14. PROVISION OF INFORMATION

14.1 The Client undertakes to notify CAL immediately of any change in the details relating to the Client previously provided to CAL.

14.2 CAL undertakes to notify the Client in the event of any material change in the information relating to CAL provided to the Client in this Agreement.

14.3 CAL undertakes to use its best endeavors to provide to the Client, where appropriate, product specifications and any prospectus or other offering documents relating to any derivatives from time to time traded for the Account.

15. PERSONAL DATA (PRIVACY) ORDINANCE

15.1 Personal data held by CAL relating to the Client, the Client's agent(s) or Client's guarantor(s)(if any) may be used for the purposes of the maintenance and operation of the Account in accordance with the relevant agreement(s), distribution of research, enforcement against counter-party, risk assessment, compliance with regulatory requirements to know the Client and to carry out due diligence to assess the Client's investment suitability and for any other directly related purposes and will be kept confidential, but CAL may provide such information to:-

15.1.1 any other branch or office of CAL;

15.1.2 any agent, contractor, other service provider or other person (including any credit agency) who provides administrative, telecommunications, computer or other facilities or services to CAL in connection with the operation of CAL's business or the operation of the Account notwithstanding that such agent, contractor, service provider or person may be outside Hong Kong who may not be subject to the Personal Data (Privacy) Ordinance;

15.1.3 any person who owes a duty of confidentiality to CAL and has undertaken to keep such information confidential;

15.1.4 any financial institutions with which the Client has or proposes to have dealings;

15.1.5 any actual or proposed assignee of CAL or participant or sub-participant or transferee of CAL's rights in respect of the Client;

15.1.6 any regulatory authorities or judicial body as

and when requested to do so; and

15.1.7 any of affiliated and associated companies of CAL as well as CAL's holding company.

15.2 The Client acknowledges that before providing personal data to CAL, the Client has been provided with, and invited to read and ask questions, and seek advice on, the Circular to Clients relating to the Personal Data (Privacy) Ordinance as attached at Schedule 2.

15.3 The Client hereby agrees that CAL may transfer personal data (including to a place outside Hong Kong) in certain circumstances as specified in Clause 15.1.

15.4 The Client understands that the Client has the right pursuant to the Personal Data (Privacy) Ordinance to require CAL to access and/or correct the Client's personal data held by CAL. CAL is entitled to impose a reasonable charge for processing such requests. Such request should be made in writing and the person to whom requests for access to, or correction of, data, or for information regarding policies and practices and kinds of data held, should be addressed to the Legal Officer of CTBC ASIA LIMITED at Suite 2809, 28th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.

15.5 The Client authorizes CAL to conduct from time to time such credit reporting agencies, credit bureaus and other information sources (both in Hong Kong and overseas) as it deems necessary or desirable for CAL to open and to maintain the Account and request them to conduct a credit enquiry or check on the Client for the purposes of ascertaining the Client's financial situation and investment objectives.

16. CONFIDENTIALITY

16.1 Subject to this Clause and Clause 15, CAL shall keep confidential information on matters related to the Account which is of confidential nature.

16.2 CAL may provide such confidential information to its auditors and legal advisors and also to the Exchange and/or any other markets in which Securities are traded for the Account, or to the SFC or other appropriate regulators for seeking professional services and for compliance requirements.

17. CONTRACT NOTES AND STATEMENTS

17.1 CAL shall in accordance with applicable regulatory

requirements send to the Client contract notes relating to any Transactions in Securities and statement of account relating to the Account.

17.2 Contract notes or other confirmation in writing of the execution of the Client's Instructions and statements of Account shall be conclusive of the matters stated therein (save in the case of manifest error) and shall be deemed to have been accepted by the Client if not objected to in writing by the Client within seven (7) Business Days after dispatch thereof to the Client. The Client agrees that CAL is not liable for any damages or market fluctuations resulting from any delay or failure in reporting an error to CAL which the Client is aware of.

18. EXCLUSION OF LIABILITY

18.1 Neither CAL nor its nominee shall be liable in respect of any call, installment or other payment in relation to Securities in or held by CAL or its nominee for the Account.

18.2 Neither CAL, its nominee nor any of their officers, employees or agents shall be liable to the Client for any loss or damage suffered by the Client or any Client group company arising out of, or connected with any, act or omission of CAL or its nominee, unless such loss or damage results from the fraud or willful default or negligence of CAL.

18.3 CAL shall not be liable for any loss, cost or expense arising from any breach of any Client being a company, partnership or trustee of any restriction, limitation, prohibition or condition as to the operation of the Account, the nature of Securities to be acquired or disposed of for the Account or any terms thereof or otherwise howsoever affecting the Client's dealing. This provision shall apply whether or not CAL has notice of any such restriction, limitation, prohibition or condition by reason of any Articles of Association, partnership agreement or trust deed or otherwise of the Client.

19. INDEMNITY

19.1 The Client agrees to indemnify each of CAL or its nominee and their respective officers, employees and agents for any loss, cost, claim, liability or expense arising out of or in connection with any breach by the Client of the Client's obligations under this Agreement including any costs reasonably incurred by CAL in collecting any Liabilities due to CAL or in connection with:-

- 19.1.1 the performance or exercise of their duties or discretions under this Agreement;
- 19.1.2 any breach of the obligations of the Client by the Client to CAL, including for the avoidance of doubt, any acts of an agent or Authorized Person or attorney of the Client;
- 19.1.3 any representation or warranty by the Client being or becoming untrue or inaccurate;
- 19.1.4 any costs incurred by CAL in the collection of Liabilities owed by the Client to CAL;
- 19.1.5 any costs incurred arising from any failure or delay of the Client in affirming any instruction of CAL or taking or omitting to take any other action in respect of the Client's Investor CCASS Account (if any); and/or
- 19.1.6 the closure of the Account(s).

20. ACCOUNT FREEZING AND ADMINISTRATION FEE

- 20.1 Subject to Clause 29.11, if the Client (in case of a joint Account, all but not any of them) shall (a) die or (b) be diagnosed by a qualified medical practitioner to be suffering from mental illness, disease or disorder during the subsistence of this Agreement, the Client hereby authorizes CAL (and CAL shall have the right) to freeze the Account(s) until CAL receives further Instructions from a lawful representative duly appointed by the competent court or otherwise.
- 20.2 CAL is entitled to debit the Account a monthly maintenance fee of such amount as CAL may determine from time to time.

21. EVENT OF DEFAULT

- 21.1 Any of the following events shall constitute an Event of Default:-
 - 21.1.1 the Client's failure to pay any purchase price or other payments under this Agreement when due;
 - 21.1.2 the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client;
 - 21.1.3 the levying of attachment against the Account;

- 21.1.4 the Client's default in the due performance or observance of any term(s) of this Agreement;
- 21.1.5 any consent, authorization or board resolution required the Client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect.
- 21.1.6 any representation or warranty made in this Agreement or in any document delivered to CAL pursuant to this Agreement being or becoming incorrect; or
- 21.1.7 the occurrence of any event which, in the sole opinion of CAL, might jeopardize any of the rights of CAL under this Agreement.

21.2 If an Event of Default occurs, all amounts due or owing by the Client to CAL under this Agreement shall become immediately due and payable. Without prejudice to any other rights or remedies that CAL may have against the Client and without further notice to the Client, CAL shall be entitled to:-

- 21.2.1 cancel any or all outstanding orders or any other commitments made on the Client's behalf;
- 21.2.2 close any or all contracts between CAL and the Client, cover any short position with CAL through the purchase of Securities on the Exchange or liquidate any long position with CAL through the sale of Securities on the Exchange;
- 21.2.3 sell, dispose of or otherwise deal with in whatever manner any Security in the Account and any collateral security deposited by the Client with CAL;
- 21.2.4 exercise any right of set-off or combination of Accounts conferred by this Agreement or otherwise; and/or
- 21.2.5 immediately close the Account.

21.3 In the event of any sale pursuant to this Clause:-

- 21.3.1 CAL shall not be responsible for any loss occasioned thereby howsoever arising if CAL has used reasonable endeavors to sell or dispose of the Securities or any part thereof at the then available market price;

- 21.3.2 CAL shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price to any person at its discretion without being in any way responsible for any loss occasioned thereby howsoever arising and without being accountable for any profit made by CAL; and
- 21.3.3 The Client agrees to pay to CAL any discrepancy if the net proceeds of sale shall be insufficient to cover all the outstanding Liabilities owing by the Client to CAL.
- 21.4 All facilities (if granted) are repayable on demand and may be varied or terminated in the absolute discretion of CAL. In particular the facilities will be terminated upon the occurrence of any one or more of the following events:-
- 21.4.1 the withdrawal or non-renewal of the Client's authorization to CAL as required by the Securities and Futures (Client Securities) Rules; or
- 21.4.2 any termination in accordance with Clauses 21 and 22 of this Agreement, and any notice of termination for that purpose shall be deemed to be a notice of termination of the facilities.

22. TERMINATION

- 22.1 This Agreement may be terminated at any time by either party by giving one (1) month's prior written notice to the other. Such notice shall not affect any Transaction entered into by CAL prior to CAL's receipt of the same and shall be without prejudice to any of the rights, powers or duties of CAL or the Client to such receipt.
- 22.2 As soon as reasonably practicable following termination of this Agreement or any facilities pursuant to Clause 22.1 above, CAL may:-
- 22.2.1 where the facilities are granted, declare any outstanding Liabilities due by the Client to CAL shall be immediately due and payable;
- 22.2.2 (unless otherwise agreed with the Client) terminate all the Client's Accounts and all deposits of monies in or for such Accounts;
- 22.2.3 convert all monies held in or for such Accounts into Hong Kong dollars;
- 22.2.4 realize any collaterals;

22.2.5 subject to full payment of all money owned by the Client to CAL or CAL's associated persons, CAL shall either credit any balance on such Accounts to the Client's bank account or send by mail at the risk of the Client's amount to the Client's last known address a cheque in the amount of the credit balance of such Accounts; and/or

22.2.6 send to the Client all documents of title (including where relevant stock transfer) relating to the Securities in such Accounts.

22.3 If there is any cash or Securities standing to the credit of the Account upon any termination of this Agreement and/or closure of the Account, the Client agrees to give Instructions to CAL with respect to the withdrawal of such cash and/or Securities within seven (7) days of such termination and/or closure. If the Client fails to comply with this Clause 22.3, CAL will be entitled (but not obliged) to sell any Securities of the Client and send to the Client a cheque for the amount of the net proceeds of such sale plus the credit balance (if any) in the Account.

23. RISK DISCLOSURE STATEMENT

The Risk Disclosure Statement attached at Schedule 1 forms part of this Agreement. The Client agrees to read, ask questions and, if it so wishes, seeks independent advice thereon.

24. FOREIGN EXCHANGE CONTRACTS

The Client authorizes CAL to enter into foreign exchange contracts necessary to facilitate the purchase of the Securities on or before the day when funds are required to be converted into other currencies for payment of such purchase at market rates and in accordance with CAL's normal practice. The timing will be at CAL's sole discretion.

25. FORCE MAJEURE

CAL will not be liable for any loss that the Client may suffer as a result of any loss caused directly or indirectly by government restrictions, stock exchange or stock market rulings, changes in any applicable laws or regulations, suspensions in trading, wars, strikes or other circumstances or conditions beyond CAL's control.

26. NOTICES

Without prejudice to any other effective mode of giving or making the same, any notice, demand or other communication (including, without limitation, statements of Accounts and order confirmations) sent to the Client at the address, fax or telex number given in the Account Opening Information Form (or such other address, fax or telex number as the Client have by seven (7) days prior written notice specified to CAL) shall be deemed to have been delivered to the Client (a) if sent by post, when actually delivered to the address; (b) if sent by fax, when dispatched by CAL; (c) if sent by telex, at the time of communication/transmission with confirmed answerback.

27. CONSOLIDATION OF ACCOUNTS AND SET-OFF

27.1 The Client authorizes CAL and CAL may elect at its discretion from time to time to set off any amounts receivable from, and amount payable to, the Client where such amount arises from the purchase and sale by the Client of Securities of the same description on a cash-deposit-delivery basis by:-

27.1.1 setting off such amounts against each other; and

27.1.2 disposing of Securities held for the Client for the purpose of settling any of the amounts payable by the Client to CAL.

27.2 CAL may at any time without notice, despite any settlement of Account or other matter whatsoever:-

27.2.1 combine or consolidate all or any of the Account(s) with CAL, including the existing Accounts, for trading in Securities and/or other instruments or investments of any description whatsoever and wheresoever's issued, quoted dealt in or located; and/or

27.2.2 set-off or transfer any sum standing to the credit of any one or more of such Accounts wherever suitable in or towards satisfaction of any of the Liabilities, obligation or liability to CAL on any Account or in any other respect whatsoever, whether such Liabilities, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured; and

27.2.3 when such combination, consolidation, set-off or transfer requires the conversion of currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by CAL) prevailing in such foreign exchange market as CAL may in CAL's absolute discretion select the date of such combination, consolidation, set-off or transfer.

28. AMENDMENTS

28.1 CAL reserves the right to amend this Agreement from time to time at CAL's absolute discretion by giving thirty (30) days' prior written notice to the Client, such notice shall be deemed to have been accepted by the Client unless written notice of objection is received by CAL within seven (7) days of deemed receipt of that notification. Unless the above named notice of objection from the Client is actually received by CAL, save for the purposes of terminating the Account, any operation of the Account by the Client, including the giving of instruction to CAL for the carrying out of any Transaction after such notice amendment of this Agreement shall be deemed acceptance of the amended Agreement by the Client. The operation of the Account and Transactions shall be subject to and on the terms and conditions as amended.

28.2 This Agreement which may be amended or supplemented by CAL at any time upon notice, revokes and supersedes all previous mandates and agreements and, where inconsistent, the terms of any agreement relating to the Account (but will not affect any Instructions given or dated before such revocation) and, subject to contrary arrangements in writing between CAL and the Client, any account subsequently opened will be operated on the terms of this Agreement.

29. GENERAL

29.1 All Securities held for the Account shall be subject to a general lien in CAL's favor, for the performance of the Client's obligations to CAL arising in respect of dealing in Securities for the Client. In enforcing CAL's lien, CAL shall have an absolute discretion to determine which Securities are to be sold and which contracts are to be closed.

29.2 If CAL fails to meet CAL's obligations to the Client pursuant to this Agreement, the Client shall have a right to claim under the Compensation Fund established

under the SFO, subject to the terms of the Compensation Fund from time to time.

into or see to the application or disposition of any such Securities or monies.

- 29.3 Except for situations where (a) a verbal instruction is subsequently replaced by a written instruction before a Transaction is effected; or (b) both parties have agreed in advance that only written Instructions are acceptable for a Transaction and the Client then gives such written Instructions to that effect accordingly, CAL may record all telephone conversations with the Client in order to verify the Client's Instructions. The Client agrees to accept the contents of such recording as final and conclusive.
- 29.4 The Client confirms that the Client has read and agreed to the terms of this Agreement, which has been explained to the Client in a language that the Client understands.
- 29.5 Any illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability of the other provisions or legality, validity or enforceability of this Agreement under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 29.6 This Agreement shall survive any changes or succession in the Client's business and shall be binding, in the case of a partnership or firm, upon the partners jointly and severally and upon their personal representatives and, in the case of an individual, upon his personal representative, receiver or trustee whether in bankruptcy or otherwise and, in the case of a corporation, upon its successors. In the event that the Client shall die during the subsistence of this Agreement, the Client liabilities under this Agreement shall pass to his personal representatives and CAL's rights under this Agreement shall be enforceable against such personal representatives.
- 29.7 If the Account is opened in two or more names, the Client agrees that all their liabilities hereunder shall be joint and several and that unless the Client complete the Authorized Person(s) Form specifying the way as to how to operate the Account or instruct CAL otherwise, the Account and all Instructions shall be operated and given by all Clients.
- 29.8 CAL may, where applicable, follow the Instructions given by the Authorized Person(s) to operate the Account from time to time on any matters concerning the Account and make deliveries of Securities or payment of monies hereunder in accordance with their directions. CAL shall be under no obligation to inquire
- 29.9 Unless otherwise agreed with CAL, the Client agrees and confirms that if a joint Account is opened with one or more individuals, the Client will be deemed to have entered into this Agreement as joint tenants with rights of survivorship and not as tenants-in-common. In the event of the death of any of the Client, the entire interest in the Account shall be vested in the survivor(s) (and CAL is hereby authorized to do so) on the same terms as are set out herein but without releasing any Liabilities incurred to CAL prior to such death, all of which shall remain enforceable against the Client's estate.
- 29.10 In the event of the death of any of the Clients, the survivor(s) shall immediately give CAL written notice of such death and shall notify CAL of any changes in the identity of the Authorised Person(s) to operate the Account as a consequence of such death. The estate of any of the Clients who has died shall be liable and each survivor will be liable, jointly and severally, to CAL for any debt or loss in the Account arising from completion of Transactions instructed prior to CAL's receipt of a written notice of such death.
- 29.11 None of the Client's rights under the contracts and Transactions regulated by this Agreement shall be capable of assignment.
- 29.12 CAL's failure to insist at any time on strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on CAL's part shall in no event constitute or be considered as a waiver by CAL of any of CAL's powers, rights, remedies or privileges under this Agreement.
- 29.13 If there is any conflict or inconsistency between any of the provisions of this Agreement and any of the provisions of any applicable laws, rules and regulations, the latter shall prevail and CAL shall be entitled in CAL's absolute discretion to take or refuse to take any action or to demand that the Client takes or refrains from taking any action to ensure compliance with the same. All such actions so taken by CAL shall be binding on the Client.
- 29.14 This Agreement constitutes the entire agreement and understanding between the parties hereto in connection with the subject matter of this Agreement and supersedes all previous proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise and the parties hereto have not relied on any such proposals, representations, warranties, agreements or undertakings.

30. THIRD PARTY RIGHT

- 30.1 Without prejudice to Clause 30.3, a person who is not a party to this Agreement 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 or to enjoy the benefit of any term of this Agreement.
- 30.2 Notwithstanding any provision contained herein, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.
- 30.3 Any director, officer, employee, affiliate or agent of CAL 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.

31. TAX STATUS

The Client certifies and acknowledges that the Client is not a US Person and is not subject to the tax of United States of America. Further, the Client is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or

therein, including the District of Columbia or any other states of the United States of America. The Client hereby consents that CAL or any of CAL’s associate (collectively “**CAL Group**”) may share the Client’s information and data with domestic and overseas regulators, tax or other competent authorities (if necessary) to establish the Client’s tax liability in any jurisdiction. The Client consents and agrees that CAL Group is empowered to withhold from the Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with the applicable laws including, and without limitation, the FATCA. In case of any change of the tax status, the Client hereby undertakes to notify CAL Group in writing forthwith.

32. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

33. LANGUAGE

This Agreement is prepared in both the Chinese and English languages. In the event of any inconsistency between the two languages, the English language shall prevail.

中國信託綜合證券(香港)有限公司

現金/保管客戶協議書

本協議書由下列雙方共同簽訂：-

中國信託綜合證券(香港)有限公司是已獲證監會（定義見下文）根據證券條例（定義見下文）發牌的持牌法團，可進行包括第1類(證券交易)及第4類(就證券提供意見)受規管活動(中央編號為 AJF 262)，註冊地址為香港中環金融街 8 號國際金融中心二期 28 樓 2809 室；

及

客戶，其姓名及其他詳情列於《開戶資料表》(定義見下文)。

鑑於 CAL 同意替客戶以其名義開立作為買賣證券（定義見下文）及投資意見服務之目的營運賬戶（定義見下文），客戶同意該賬戶之營運、證券之買賣及投資意見服務之提供，將受以下條款及條件所約束：-

1. 定義及詮釋

1.1 於本協議書內，下列詞彙將具下述意思:-

「賬戶」

指由根據本協議書客戶開立及營運之賬戶(不論是現金或保證金賬戶)；

「開戶資料表」

指列於本協議書附件三內之開戶資料表以及客戶於任何時候及不時向 CAL 提供其或有關其的一切資料；

「授權代表」

指任何由客戶委任及已通知 CAL 為可代表客戶營運賬戶的授權代表，初始者為《董事會決議書》或《授權代表同意書》所委任人士(分別見附件四及六)；

「協議書」

指本協議書，包括附件及其任何不時作出之修訂；

「營業日」

指香港的銀行一般開門營業之日，不包括星期六及星期日；

「中央結算系統」

指由香港結算公司操作之中央結算及交收系統；

「CAL」

指中國信託綜合證券(香港)有限公司、或其任何繼承人或承讓人；

「結算公司」

指香港中央結算有限公司（「香港結算公司」）或其他外國結算公司；

「客戶」

指已簽署《開戶資料表》作為 CAL 客戶的人士，以及其遺產代理人或業權繼承人及任何獲許可受讓人；

「違約事項」

指根據本協議書第 21 條之任何事項；

「交易所」

指香港聯合交易所有限公司(「港交所」)或其他香港境內或境外任何買賣證券或衍生工具而經 CAL 認為是提供一個證券或衍生工具之證券交易所、場外櫃檯或交易商負責協會或公司；

「FATCA」

指《海外帳戶稅收合規法案》；

「香港」

指中華人民共和國香港特別行政區；

「香港監管機構」

指港交所及證監會；

「指示」

指客戶就賬戶作出的指示，包括買入或出售證券或投資意見服務的指示；

「投資者中央結算系統賬戶」

指分配予客戶之股票結算賬戶，其屬於在中央結算系統中之投資者參與賬戶；

「新股認購申請」

指就於任何交易所上市之新股，由客戶或其代表作出之申請；

「新股認購申請費用」

指任何新股認購或買價，及所有有關新股認購申請的費用及佣金；

「新股」

指在首次公開發售中發行的證券；

「債務」

指所有現時或此後任何時間客戶或任何客戶集團公司就賬戶之營運需要或可能需要或成為到期支付、

欠負或產生並作為對 CAL 或任何 CAL 聯屬公司的主要或附屬債務之款項、負債及債務(不論實際或或有的)、或客戶或任何客戶集團公司因任何原因或以任何方式而須對 CAL 或任何 CAL 聯屬公司承擔(不論獨自或與任何其他人士共同,亦不論以任何名義、名稱或形式)的任何幣值之所有款項、負債及債務(不論實際或或有的),連同由要求付款日期至付款日期之利息,以及由 CAL 或任何 CAL 聯屬公司引致之法律費用、收費及開支;

「證券」

具《證券條例》所界定之相同意義;

「證監會」

指香港證券及期貨事務監察委員會;

「SFC 操守準則」

指《證券及期貨事務監察委員會持牌人或註冊人操守準則》;

「證券條例」

指香港法律第 571 章之《證券及期貨條例》;

「交易」

指按指示進行之任何證券買賣;

「美國人士」

指任何被 FATCA 被定義為美國人的人士,及包括下述任何一類或多類的人士:-

(i) 美國公民或居民;

(ii) 並非美國公民或國民,但已符合《1986 年國內收入法》(經修訂)及/或任何其他適用的法律、規則及規例規定下的「綠卡」測試或在相關曆年「在境內逗留相當長時間」的測試的人士;

(iii) 選擇作為美國稅務居民的人士;或

(iv) 不論其入息來源,須就其全球範圍內的入息繳納美國聯邦入息稅的任何其他人士。

1.2 於本協議書內,若內文許可,“CAL”包括其 CAL 的聯屬公司。“聯屬公司”指 CAL 的附屬公司(如《公司條例》所定義)及其母公司,以及該母公司的任何附屬公司。

1.3 於本協議書內所指之某一條款,即指本協議書內的其中條款。

1.4 於本協議書內所指之某一條例,即指任何香港的條例或法例,以及其不時的修訂、新增或重訂。

1.5 於本協議書內,代表單數之詞彙應包括眾數之涵義,

反之亦然;而單一性別之詞彙亦應包括所有性別之涵義;而人士一詞則應包括商號或獨資企業、合夥企業、財團及法團。

2. CAL 的委任

2.1 CAL 會為或將會為客戶提供服務,如證券交易現金賬戶、委託賬戶、資產管理、投資意見及單位信託基金等。

2.2 若客戶進行保證金交易或買賣期權或其他 CAL 不時指定的證券,客戶必須開立另一賬戶及簽署其他文件。

3. 指示

3.1 客戶必須(並授權 CAL 接納)以親身、電話、電傳、傳真、電子郵件或其他電子口頭方式,或由客戶或授權代表簽署的書面方式(不論以專人、郵遞或傳真交付方式或按 CAL 不時接受的其他交付方式)向 CAL 發出指示。

3.2 CAL 有權(但沒有責任)要求任何口頭、電傳、傳真、電子郵件或其他電子方式傳遞的指示,在 CAL 指明期間以函件確認,但客戶如未能確認或延遲確認,將不影響 CAL 只依據要求任何口頭、電傳、傳真、電子郵件或其他電子方式傳遞的指示行事。若 CAL 要求,客戶必須立刻賠償 CAL 根據任何上述指示行事所引致的任何損失或費用。

3.3 CAL 有權隨時依客戶或其授權代表或宣稱由客戶或其授權代表發出的指示行事,不論該指示有任何錯誤、誤解或欠缺清晰情況發生。若客戶終止授權予任何授權代表,客戶必須立即通知 CAL。直至 CAL 實際收到客戶的有關通知前,CAL 並有權繼續按該授權代表的指示行事。

3.4 不論 CAL 與客戶之間的任何協議或往來交易習慣如何規定,CAL 將在任何情況下毋須對根據本協議書接受方式發出指示的人士的身份或權限作出查詢。無論 CAL 當時接收該指示時的環境怎樣或該指示所涉及的金額多寡,CAL 有權視該指示已完全獲客戶授權,並對客戶具約束力,惟當 CAL 收到指示時,CAL 員工須真誠地相信該指示為真實,並誠實地接納、辦理、依賴或處理該指示。

3.5 客戶知悉,除非事先獲得 CAL 同意外,否則任何已發出的指示不能撤回、取消或更改。

3.6 若 CAL 已書面同意接納由客戶以電子方式直接向 CAL 作出或傳送指示,客戶承認並確認互聯網上的電子傳送可能會由於互聯網傳輸超荷而產生干擾、傳輸中斷或傳輸延誤或由於互聯網的公開性質而出

現資料數據錯誤傳輸等情況。CAL 毋須為指示或價格資料之任何傳送或傳遞延誤、失敗、錯誤、干擾或暫停，或任何其他人士錯誤接收任何指示而負責，CAL 獲授權按其收到的任何指示行事(即使出現上述延誤、失敗、錯誤、干擾或暫停)，而毋須向客戶求證該等指示是否準確或真實。

3.7 CAL 有權(但並無責任)要求任何指示需含任何 CAL 不時指定的身份證明密碼或測試。客戶對任何該等密碼或測試的不正當使用負上責任。

3.8 CAL 有權酌情拒絕接受任何客戶根據本協議所發出的交易指示，毋須給予任何理由，並毋須因拒絕接納或按指示行事而引致客戶損失負責。

3.9 客戶承諾補償 CAL 及其董事、管理層、員工、代理及聯系入因他們接納、辦理、依賴或處理任何指示而作出的行為或不作為而引致他們蒙受或產生的一切索償、要求、追討、法律行動、損害、損失、費用及支出。

4. 交易

4.1 除非 CAL (在有關交易之成交單或其他合約單據內註明) 指明以自己本身名義進行交易外，否則 CAL 將以客戶之代理人身份進行交易。

4.2 由於交易所之交易限制及/或證券價格之快速波動，儘管 CAL 已盡了合理努力，但在某些情況下在定價或在進行任何特定時間之交易或按“最佳價格”或“市場價格”進行交易時可能會有延遲。客戶同意，在任何情況下均會接受代表客戶作出之所有交易，並受該等交易約束。客戶亦同意，對於 CAL 未能或不能遵守客戶買賣指令之任何條款而造成之任何損失，CAL 毋須負任何責任。

4.3 若 CAL 不能全部執行任何買賣指令，CAL 有權只履行部份指令而毋須事先獲得客戶同意。

4.4 除非客戶對 CAL 作出明確之相反指示，否則客戶承認並確認所有買賣指令或要求只在當天有效；若指令或要求未能實現，則該指令或要求未落實部份將於有關市場之正式交易日結束時失效。

4.5 除非另有書面通知，否則客戶確認其將對有關所有交易發出之指示負上最終責任。

4.6 客戶同意其只會在其當時擁有的證券向 CAL 發出沽售指令，即不可涉及賣空交易。若沽盤屬賣空交易，客戶須:-

4.6.1 向 CAL 作出即時、全面及坦誠的披露；

4.6.2 在不需 CAL 要求的情況下，向 CAL 提供客

戶書面證據，證明其賣空根據《證券條例》及香港其他法律法規和港交所法規屬合法的；及

4.6.3 補償 CAL 因執行賣空指令而引致的一切損害、損失、法律訴訟、費用及支出。

4.7 客戶會就所有交易支付 CAL 通知客戶之佣金及收費，繳付交易所不時徵收之適用徵費及有關印花稅。客戶亦需對任何有關經紀、代理及被指定人的所有費用和開支，包括銀行收費、過戶費、登記費、股票交收費、利息、託管費及交易費。客戶特此授權 CAL 根據交易所法規從賬戶中扣除該等佣金、收費、徵費及稅項。客戶承諾補償 CAL 及其董事、管理層、員工及代理因或有關客戶違反對 CAL 的義務而引致他們蒙受或產生的任何損失、費用、申索、責任或支出，包括(但不限於)因執行任何抵押品而產生的全部法律費用或其他追討客戶債務或有關終止賬戶的費用。

4.8 就每一宗交易而言，除非 CAL 已代客戶持有現金或證券供交易交收之用或根據第 4.10 條授予客戶臨時財務通融，否則客戶將會在 CAL 就該項交易通知客戶之期限之前:-

4.8.1 以向 CAL 交付可即時動用之資金或可以交付之證券，或

4.8.2 以其他方式確保 CAL 收到此等資金或證券。

倘客戶未能這樣做，CAL 可以:-

(a) (如屬買入交易) 出售買入之證券；及

(b) (如屬賣出交易) 借入及/或買入證券以進行交易之交收。

4.9 客戶將會負擔 CAL 因客戶未能進行交收而引起之任何損失及開支。

4.10 於交易交收時，CAL 有權酌情容許客戶結算賬戶結欠或透支或由於該付款造成透支，惟客戶承諾 CAL 將按要求清償該等結欠。客戶茲同意向 CAL 就賬戶每日到期未付結欠(包括客戶於法院判決後須支付之利息)，支付 CAL 按其不時參考市場做法最終決定的息率的利息。該等利息連同 CAL 不時指定的佣金及其他費用(包括法律費用) 必須在每個公曆月之最後一日或應 CAL 之要求支付。

4.11 若客戶由於 CAL 在交收方面的失誤而蒙受任何損失或引致費用，CAL 將為此對客戶負責。若 CAL 代客戶購買證券但出售證券的證券經紀未能在交收日期交出證券，並因此令 CAL 不得不購買證券以完成該項交易，則客戶無需對 CAL 購買該等證券的費用負

責。

- 4.12 除非雙方另訂協議，否則若客戶未能完成交易，CAL 獲授權(就買入交易而言)轉讓或出售證券或(就售出交易而言)商借及/或購入已售證券，以讓客戶履行對 CAL 的義務。客戶須因任何該等轉讓、出售、商借或購入或客戶未能支付或交付而引致 CAL 蒙受或產生損失、損害、費用、收費或支出全面補償 CAL。
- 4.13 客戶同意和接受，作為 CAL 向客戶提供的其中一項服務，CAL 可以就 CAL 認為合適客戶的情況的具體證券定期致電客戶向其提供投資意見及/或建議。客戶接受本協議書即代表其已請求和同意 CAL 致電客戶提出 CAL 認為合適客戶的情況的具體證券。若客戶不需要此項服務，客戶須通知 CAL。
- 4.14 CAL 須根據由其自行斟酌決定與各公司及人士不時作出關於執行指令的必要安排，促使和監管其透過與其有關的任何人士或其他交易所和結算公司的會員或獨立上市經紀或莊家或委託人在世界任何地方的交易所及其他市場執行客戶的指令，而本協議書內提到 CAL 執行的交易或指令亦應按此解釋。
- 4.15 CAL 或其代名人可隨時自行斟酌決定，就賬戶中管有的證券行使表決權，無需另行獲得客戶同意，但須遵守客戶作為該等證券的實益擁有人所作關於表決的任何具體書面指示。
- 4.16 CAL 可以把客戶的指令和 CAL 自己的指令集合起來，亦可把客戶的指令和 CAL 相關人士的指令或其他客戶的指令集合起來。這種集合在某些情況下可能對客戶不利，而在其他情況下可能對客戶有利。然而，CAL 須保證客戶的指令和 CAL 自己的指令集合起來，不會對客戶產生不利影響，且須保證客戶的指令與其他的指令集合起來，在連續幾次指令期間不會使客戶處於較其他客戶不利的地位。
- 4.17 若任何通訊設施失靈或任何其他 CAL 合理控制範圍以外的原因耽誤客戶指令傳送到執行地點，或耽誤指令執行完成報告傳送給客戶，CAL 無需為此負責。
- 4.18 若客戶有投資者中央結算系統賬戶，客戶須確認對中央結算系統作出之所有 CAL 之指示及採取所需之其他行動，以便由投資者中央結算系統結算賬戶之交易或就賬戶之其他事宜得以按客戶之指示或(如涉及投資者中央結算系統賬戶時)通過其他方式根據及遵守本協議書而落實。本協議書之規定只在客戶有此指示時方可被解釋為規定為賬戶購入之證券須存入投資者中央結算系統賬戶內持有。
- 4.19 若 CAL 向客戶招攬銷售或建議任何金融產品，該金融產品必須是 CAL 經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議

書的其他條文或任何其他 CAL 可能要求客戶簽署的文件及 CAL 能要求客戶作出的聲明概不會減損本條款的效力。以本條款為目的，「金融產品」指任何證券條例所界定的證券。

5. 法律及法規

- 5.1 按客戶之指示而進行之一切交易，須根據適用於 CAL 之一切法律、法規及監管指示之規定而進行。這方面之規定包括港交所、證監會及香港結算公司之法規。CAL 根據該等法律、法規及指示而採取之所有行動均對客戶具有約束力。
- 5.2 全部證券交易可由 CAL 於獲授權進行證券經紀業務之任何交易所直接進行，或由 CAL 酌情決定在任何交易所間接由 CAL 僱用之其他經紀進行。

6. 證券之保管

- 6.1 由 CAL 妥為保管之任何證券，CAL 可以酌情決定：
- 6.1.1 (如屬可註冊證券)以客戶之名義或以 CAL 代理人之名義註冊；或
- 6.1.2 在 CAL 之銀行所指定賬戶保管寄存或在其他機構保管寄存。如屬香港證券，該機構須為經證監會接納為提供設施保管此等文件之機構。任何在香港以外地方存放之證券，須遵守適用此等證券之法律、法規、規則及慣例及/或附例。
- 6.2 CAL 不必向客戶交還 CAL 從客戶收到或代客戶收到的同一份或同一批證券或股票，但可以把同種和相同金額的證券或股票交還給客戶。CAL 的責任就是在管有賬戶的辦事處，把同種和相同金額的證券或股票交還給客戶或其合法代表，但 CAL 對於寄存於 CAL 或其代理人或代表或由 CAL 或其代理人或代表持有的任何證券的遺失或損壞無需負責，除非這是由於 CAL 或其代理人或代表的嚴重疏忽或故意過失引起的，則另作別論。
- 6.3 客戶承認及確認並同意不時透過中央結算系統所購入及/或在中央結算系統所持有之證券須根據中央結算系統規則而持有，並受該等規則所規限。如客戶有投資中央結算系統賬戶並指明須在有關投資者中央結算系統賬戶持有證券，則在本協議書中，除文意另有所指外，該等證券須被視為賬戶而持有，客戶須負責有關投資者中央結算系統賬戶之所有費用及開支。
- 6.4 若證券以 CAL 或其代名人的名義持有，除非 CAL 收到客戶的指示或任何違約事項發生，CAL 不得出席任何大會或行使任何投票或其他權益，包括填寫

委託書。

6.5 若證券以 CAL 或其代名人的名義註冊，並根據本協議書的條款存放，CAL 須通知客戶 CAL 所收到有關於要求客戶對該證券採取行動的資訊，以使客戶因應該等證券的收購、擁有權、出售、兌換、交換或其他活動對該等證券作出要求、收集、收取及作出付款或分配（「法團行動」）。但 CAL 獲授權行使酌情決定權，採取 CAL 認為適當的步驟以便 CAL 提供有關於法團行動的服務，並且行使 CAL 的權力，無需通知客戶任何法團行動資訊、收取任何投票委託書表格。

6.6 若證券不以客戶名義註冊，CAL 於收到該等證券從第 6.4 條的法團行動所獲派的任何股息或其代利益時，須按客戶與 CAL 的協議記入客戶的賬戶或支付予或轉賬予客戶。若該等證券屬於 CAL 代客戶持有較大量的同一證券的一部份，客戶有權按客戶所佔的比例獲得該等證券的利益。

6.7 就有關任何寄存於 CAL 處而未以客戶之姓名註冊之證券，若 CAL 須承受任何損失，則根據代表客戶持有之有關證券數目或數額，按比例在客戶之賬戶中扣除（或協議由客戶支付有關款項）。

6.8 CAL 並無根據《證券條例》第 148 條獲得書面授權其：-

6.8.1 將客戶的任何證券存放在認可財務機構，作為 CAL 在從事證券交易或任何其他受規管活動時所獲財務通融的抵押品，或者存放在認可結算所或另一間註冊或持牌從事證券交易的中介人，作為履行 CAL 在結算系統下之責任的抵押品；

6.8.2 根據證券借貸合約使用或貸出客戶的任何證券；及

6.8.3 基於任何目的以其他方式放棄客戶的任何證券之持有權（惟交由客戶持有或按客戶的指示放棄持有權則除外）。

7. 代客戶保管之現金

7.1 代客戶保管之現金（此等現金不包括 CAL 就交易而取得，並為交收而轉付或轉付予客戶之現金）須依照適用法律及任何交易所或監管機關不時之規定，存放於一家持牌銀行所開立之一個客戶信託賬戶內，惟任何該等資金所賺取的利息收入（扣除 CAL 須予以支付客戶的利息金額，息率由 CAL 決定）將由 CAL 不時持有。為了避免疑問，客戶確認若其賬戶之每日結存少於 HK\$10,000，其將不享有任何利息。

7.2 賬戶應為港元；或 CAL 與客戶不時約定其他貨幣。如客戶指示 CAL 以外幣執行任何交易，凡因有關貨幣的匯率波動而造成的利潤或損失，均應由客戶獨自享有或承擔。CAL 有權根據本協議書進行任何貨幣兌換而採取的任何行動或措施，可由 CAL 按其絕對酌情權決定的方式及時間來實施。

7.3 因有關上述其他貨幣之匯率波動而產生之任何盈虧將全部由客戶享有及負責，並承擔有關風險，該等盈虧將會在賬戶入賬或扣除（視乎情況而定）。

8. 新股認購申請

8.1 當客戶要求及授權 CAL 作為其代理為客戶本身或任何其他人士的利益作出新股認購申請之前，除非另有協定，否則客戶應先核實其賬戶內有否足夠可動用結餘以支付全數新股認購申請費用。

8.2 如客戶指示 CAL 作出新股認購申請時，客戶：-

8.2.1 為 CAL 的利益向 CAL 保證已獲授權代客戶作出新股認購申請；

8.2.2 保證其新股認購申請只為客戶的利益而作出，除非是客戶明確要求為其他人士的利益作出新股認購申請（客戶須向 CAL 提供該等人士之個人資料），在此情況下客戶保證新股認購申請只為該其他人士（「某有關人士」）的利益而作出；

8.2.3 保證新股認購申請是及將是為客戶或某相關人士（視乎情況而定）的利益而作出之唯一申請，而客戶或某相關人士將不會作出任何其他新股認購申請；

8.2.4 在申請書上授權 CAL 向交易所（或其他有關市場）聲明及保證客戶本身沒有以及任何其他人士或某有關人士沒有為客戶的利益提出或意圖提出任何其他新股認購申請；

8.2.5 承認本條款所載中之聲明、保證和披露將為 CAL 在作出新股認購申請時所依賴及為證券發行人在決定是否向 CAL（代表客戶或某相關人士）配發證券時予以依賴；

8.2.6 同意向 CAL 及其董事、管理層、職員及代理悉數補償因違反本條款所列的保證或因錯誤給予授權而產生的或與此有關的任何和所有損失、損害賠償、索償、債務、費用或開支，使其免受任何損害；

- 8.2.7 除非另有其他安排，同意 CAL 從賬戶中扣除新股認購申請費用。客戶承認並確認發行人可拒絕接受新股認購申請或部份接受新股認購申請，在這些情況下 CAL 會將其已從發行人收到的該未被接受新股認購申請的退款退還存入賬戶。除非客戶另獲授予相關貸款，客戶同意若賬戶內的可動用結餘不足夠支付新股認購申請費用時，CAL 可在未得到客戶同意下拒執行或落實指示；
- 8.2.8 同意 CAL 將客戶的指示與 CAL 其他客戶的指示合併，向發行人提交單一的整批申請；及
- 8.2.9 同意 CAL 作出新股上市及/或發行的證券認購申請人須作出之所有聲明、保證及承諾(不論是向有關證券的發行人、保薦人、承銷商或配售代理商、交易所或任何其他市場或有關監管機構或人士作出)。
- 8.3 客戶須熟悉該新股上市及/或發行的任何招股章程及/或發售文件和申請表格或任何其他有關文件內所載有關新股上市及/或發行和申請認購該等新股的一切條件及條款。同時，客戶同意在與 CAL 進行的任何此等交易中受該等條件和條款所約束。
- 8.4 客戶承認，任何只經營證券業務而客戶可對其行使法定控制權的非上市公司所作出之任何認購申請須視作為客戶的利益作出的申請。
- 8.5 客戶承認及知道，有關證券認購申請之法律規定、監管規定及市場慣例以及任何持定向新股上市或發行的要求可能隨時變更，客戶承諾會依 CAL 不時以其絕對酌情權作出的決定根據該等法律規定、監管規定及市場慣例向 CAL 提供有關資料，採取進一步措施以及作出聲明、保證及承諾。
- 8.6 就第 8.3 條項下作出的整批申請，客戶承認及同意：
- 8.6.1 該等整批申請可以基於與客戶和客戶的認購申請沒有關係的原因下被拒絕，CAL 或其代理在不涉及欺詐、疏忽及故意過失的情況下，毋須因此對客戶或其他人負上任何責任；
- 8.6.2 若該等整批申請是基於本條所列聲明及保證被違反或其他方面與客戶有關的因素等情況而被拒絕，客戶會第 19 條向 CAL 賠償。客戶承認並確認客戶亦可能須受有關違反或其他因素所影響的其他人士負上損害賠償責任；及
- 8.6.3 在適用法律的規限下，若該等整批申請只有

部份獲得接受，則客戶同意 CAL 有權依其絕對酌情權分配獲配發的證券，包括在整批申請的所有顧客之間平均分配證券或完全不對客戶分配任何獲配發的證券，而客戶不得就有關認購申請的證券或對另一客戶享有優先權提出任何申索。由 CAL 進行之任何該等分配均是最終的，亦對客戶有約束力。

9. 投資顧問服務

- 9.1 就下述各項，客戶可委任 CAL 為投資顧問：-
- (i) 根據本協議書，由客戶所指定及獲 CAL 接受及不時交付或存放於賬戶的一切證券；
- (ii) 由客戶指明及獲 CAL 接受為提供顧問服務所不時支付予賬戶的一切款項；及
- (iii) 由賬戶或其他戶口所持有的證券產生的一切款項(下稱「投資組合」)。
- 9.2 CAL 於接受客戶委任後可不時應客戶要求或主動向客戶提供市場訊息、市場觀點、調研產品、投資意念、對特定投資項目及風險管理機會的意見、或投資建議(以下統稱為「投資資訊」)，客戶可自行判斷全部或部份接納或不接納。CAL 提供任何投資資訊給客戶時，須考慮客戶的財務狀況、投資的目標、投資經驗及限制。
- 9.3 客戶陳述及確認(此等陳述及確認將被視作於根據本協議書而進行的交易的當天由客戶重新作出)：-
- (i) 投資組合並非由 CAL 管理或監督，客戶須承擔管理及監督投資組合的全部責任；
- (ii) CAL 無責任更新或重估已提供給客戶的任何投資資訊。在投資資訊提供給客戶後才發生的事件，可能影響投資資訊的準確、正確及適合性。CAL 並不保證證券的走勢會與投資資訊相符；及
- (iii) 客戶指示 CAL 進行的交易，可能出現列載於風險披露聲明中的任何一項或全部風險。
- 9.4 如 CAL 就任何特定產品，包括但不限於，結構性產品，向客戶提供投資意見或其他服務，向客戶提供有關該等結構性產品的發行機構發佈的產品規格、描述及招股書或招募書或組成文件(如適用)。CAL 對從第三者(包括任何結構性產品發行機構或交易對手)處獲得或發放並提供給客戶的任何資訊，不論是產品規格、描述、招募書、發售或組成文件或其他的資訊的準確性及正確性不作任何保證。

- 9.5 CAL 對本協議書項下由 CAL 提供的推介及/或意見或投資組合的表現或利潤不作任何保證。
- 9.6 CAL 於適用法律容許的最大範圍內，毋須對後述各項承擔責任：失去令投資組合增值的機會、投資組合減值、在事實或判斷上有錯誤或法律錯誤；投資組合出現投資虧損；或在執行本協議書上的任何行為或不作為。
- 10. 保證金交易**
- 當客戶向 CAL 申請保證金貸款進行保證金交易，客戶須與 CAL 另訂一份保證金協議書。
- 11. 客戶披露權益責任**
- 11.1 客戶明白，客戶可能須根據香港法律項下的法定責任而披露某些權益，包括公司及家族權益。其他披露責任可能會基於其他司法管轄區的法例或某一市場的規例或關於股份回購、收購及合併的守則而產生。
- 11.2 CAL 不負責通知客戶第 11.1 條概括地列述之責任或因客戶之任何指示可能產生之任何責任或因任何交易或任何持倉或其他方面而已產生之任何責任。該等披露責任乃客戶之個人責任。CAL 沒有責任以任何形式或按任何時限，向客戶發生持倉通知。對於客戶或任何其他人士沒有或延遲根據任何該等責任作出披露及延遲或未能通知客戶有關指示已經執行而引致客戶之任何損失、費用或開支，CAL 概不負責；客戶須賠償 CAL 因任何該等沒有或延誤行事而引致之任何損失、費用或開支。
- 11.3 若客戶替其顧客(不論是全權委託還是非全權委託)進行放港交所上市的證券或有關的衍生產品交易，不論是以代理人身份進行買賣還是以主事人身份與其顧客進行對盤交易，客戶同意，就 CAL 收到自香港監管機關查詢的某宗交易而言，以下條款將適用：
- 11.3.1 在下述條款的規限下，客戶應在 CAL 提出要求(該要求應列出香港監管機關聯絡詳情)時，立即將所進行交易的顧客以及該交易的最終實益擁有人(只要客戶知道)的身份、地址、職業以及聯絡方法詳情通知香港監管機關。客戶還應將促成該交易的任何第三方(如果不是顧客/最終實益擁有人)的身份、地址、職業以及聯絡方法詳情通知香港監管機關。
- 11.3.2 若客戶為某一集體投資計劃、委託賬戶或全權委託信託進行交易，到客戶應在 CAL 提出要求(該要求應列出香港監管機關聯絡詳情)時，立即將該集體投資計劃、委託賬戶或全權委託信託的身份、地址、職業以及聯絡方法詳情通知香港監管機關，及(如適用)將代表該集體投資計劃、委託賬戶或全權委託信託向客戶發出指示進行交易該人的身份、地址、職業以及聯絡方法詳情通知香港監管機關。
- 11.3.3 若客戶為某一集體投資計劃、委託賬戶或全權委託信託進行交易，一旦客戶代表該集體投資計劃、委託賬戶或全權委託信託進行投資的酌情權被廢止，客戶應盡快通知 CAL。如果客戶代表該等計劃、賬戶或信託行使的投資的酌情權被廢止，則客戶應在 CAL 提出要求(該要求應列出香港監管機關聯絡詳情)時，立即將該集體投資計劃、委託賬戶或全權委託信託的身份、地址、職業以及聯絡方法詳情通知香港監管機關。
- 11.3.4 若客戶知道其顧客是以中介人身份為該等顧客的有關客戶行事，但客戶不知道該等有關客戶(為其進行交易)的身份、地址、職業以及聯絡方法詳情時，客戶確認：-
- (a) 客戶與其顧客已達成安排，令客戶有權在有關要求提出後立即從其顧客處取得(或促使取得)第 11.3.1 和 11.3.2 條所規定的資料；及
- (b) 在 CAL 就某項交易提出要求時，客戶將從速要求其顧客(交易是按該顧客指示執行的)提供第 11.3.1 和 11.3.2 條所規定的資料，並在收到顧客提供的資料後將資料提供或促使提供給香港監管機關。
- 11.3.5 客戶確認，(如有此必要)客戶已取得其顧客、集體投資計劃、委託賬戶或全權委託信託(代他們進行交易)發出的所有有關的同意書或豁免書，可以向香港監管機關披露該等客戶已取得其顧客、集體投資計劃、委託賬戶或全權委託信託以及該等交易權益最終擁有人和促成該等交易的人(如不是顧客/權益最終擁有人)的身份及聯絡方法詳情。
- 11.3.6 即使本協議書終止，本第 11.3 條仍然有效。
- 12. 回扣酬金**
- 於法律容許的最大範圍內，CAL 有權自行斟酌決定，向任何經紀人或其他人士索求並接受和保留它為了客戶而與任何人士辦理的任何交易所產生的任何利益，包括(1)任何佣金、回扣或類似付款，和(2)任何貨物或服務，但 CAL 在接受該等利益時須遵守證監會關於對 CAL 客戶須有可以證明的利益和關於交易、

執行標準、經紀收費標準的規則以及向 CAL 的客戶作出透露的規則，CAL 亦有權完全自行斟酌決定，提供 CAL 為了客戶而與任何人士進行交易所產生的任何利益，包括任何佣金、回扣或類似付款及任何貨物及服務。CAL 保證，它將按照適用的法律及規例行使本第 12 條賦予的權利。

13. 客戶的聲明及保證

13.1 客戶向 CAL 聲明、保證和承諾：-

- 13.1.1 客戶或任何其他人在《開戶資料表》或任何問卷內提供的所有書面或口頭答覆、或在開立賬戶時或其後提供的其他資料(不論是直接向 CSTSHK 提供還是向 CAL 的任何代理或代表提供從而向 CAL 披露)在每個要項上均是真實、完整、正確和準確的；
- 13.1.2 除非客戶指定了有酌情權的代理人，否則客戶將是所有交易指示的最終發出方。如果是聯名客戶，兩位客戶均被視為指示的發出方；
- 13.1.3 客戶以賬戶實益擁有人的身份為其本身進行交易，除非賬戶是由受託人或一家擔任被指定人的公司所開立的，而且在《開戶資料表》內作出了披露，否則除客戶之外沒有其他人對存放在賬戶內或為賬戶持有的證券擁有任何權益；
- 13.1.4 除非賬戶是由受託人或一家擔任被指定人的公司所開立的，而且在《開戶資料表》內作了披露，否則客戶作為實益擁有人，對客戶指示 CAL 按本協議書規定為賬戶或作其他處置的所有證券擁有或將會擁有妥善而沒有產權負擔的所有權；
- 13.1.5 除非《開戶資料表》內另有說明或客戶在進行任何交易之前另行發出明確書面通知，否則賬戶每宗交易的商業和經濟利益由每位客戶單獨享有，賬戶每宗交易的商業和經濟風險由每位客戶單獨承擔；
- 13.1.6 簽署本協議書所必需的和在任何市場上從事任何證券或衍生工具交易所必需的一切同意或授權均已取得而且具有十足效力和作用；
- 13.1.7 客戶具有授權、權力和法定身份去開立賬戶、通過 CAL 買賣證券和履行其在本協議書下的義務，本協議書構成對客戶有效和具有法律約束力的義務；
- 13.1.8 除非客戶以某合夥的名義或為了某合夥開立賬戶，而且在《開戶資料表》內作了有關

說明，否則客戶便不是以合夥的身份持有賬戶；及

- 13.1.9 若客戶以某合夥的名義或為了某合夥開立賬戶，而且在《開戶資料表》內點名的各個合夥人組成，此外再無其他人。該合夥的組成方式規定全體合夥人須為合夥的債務承擔共同及各別的法律責任，與該合夥有關的其他一切資料均是真實正確。

- 13.2 客戶確認，CAL 可以依賴《開戶資料表》內提供的資料，直至 CAL 收到客戶的書面通知表示《開戶資料表》所載資料有所改變為止。

14. 資料提供

- 14.1 客戶承諾，一旦先前向 CAL 提供的客戶資料有改變，客戶將立即通知 CAL。
- 14.2 CAL 承諾，一旦本協議書內向客戶提供的與 CAL 有關的資料有任何重要改變，CAL 將會通知客戶。
- 14.3 CAL 承諾盡最大努力，在客戶提出要求時向客戶提供不時為賬戶買賣的衍生工具的產品規格、章程或其他要約文件(如適用)。

15. 《個人資料(私隱)條例》

- 15.1 CAL 持有的有關客戶或(如有)客戶的代理人或客戶的擔保人的個人資料，可用於按有關協議的規定維持和運作賬戶、遞發研究報告、對交易對手實施強制執行、評估風險、履行有關瞭解客戶身份和為評估客戶的投資合適性而進行盡職審查的監管規定以及作出任何其他直接有關的用途。該等資料將予以保密，但 CAL 可提供該等資料給：-

- 15.1.1 CAL 的任何其他分行或辦事處；

- 15.1.2 任何代理人、承包商或向 CAL 提供行政、電訊、電腦或其他與 CAL 的業務運作或與賬戶有關的設施或服務供應者或其他人士(包括任何信用機構)，儘管該等代理人、承包商、服務供應者或其他人士可能因不在香港而不受《個人資料(私隱)條例》所管制；

- 15.1.3 任何對 CAL 負有保密責任及已承諾對該等資料予以保密；

- 15.1.4 任何客戶與其進行或客戶建議將與其進行交易的金融機構；

- 15.1.5 CAL 的任何已存在的或在商議中的承讓人或參與 CAL 對客戶的權益的參與人或附屬參與人或該等權益的受讓人；

- 15.1.6 任何提出有關要求的監管機關或司法機關；及
- 15.1.7 任何 CAL 的附屬公司及關聯公司。
- 15.2 客戶確認，在客戶提供任何資料給 CAL 之前，客戶已獲提供、獲邀請閱讀、及就附於附件二的《關於個人資料(私隱)條例客戶通知》提出問題和尋求意見。
- 15.3 客戶同意，CAL 可在第 15.1 條所述的情況下將個人資料轉移(包括轉移到香港以外的地方)。
- 15.4 客戶明白，客戶有權根據《個人資料(私隱)條例》要求 CAL 查閱及/或更正 CAL 所持有的客戶個人資料(客戶不必支付費用)。此種要求應以書面形式提出，同時若要查閱或更正資料或索取有關政策、慣例與所持資料性質的資料，應向中國信託綜合證券(香港)有限公司遵法主管作出要求，其地址為香港中環金融街 8 號國際金融中心二期 28 樓 2809 室。
- 15.5 客戶授權 CAL 不時與其認為為了使 CAL 能夠開立和維持賬戶而必需或可取得的(香港或海外)信用機構、信用局及其他訊息來源聯絡，請其對客戶進行信用調查或核查，以核實客戶的財務狀況和投資目標。
- 16. 保密性**
- 16.1 根據本條款及第 15 條，CAL 須就賬戶具保密性的資料予以保密。
- 16.2 CAL 可在尋求法律服務和遵守法規要求目的向核數司和法律顧問，以及交易所及/和其他證券交易的市場、證監會、或其他適當監管機構，提供該等資料。
- 17. 成交單據和結單**
- 17.1 CAL 應根據適當監管法規將有關賬戶的任何證券交易的成交單據和賬戶結單送交客戶。
- 17.2 有關執行客戶指示的成交單據或其他確認書以及賬戶結單，除非有明顯的錯誤，否則即成為其所列事項的最終證據，而且於其送交客戶後七(7)個營業日內客戶如沒有提出書面異議事即視作以被客戶接納。客戶同意，倘因客戶延誤或未能向 CAL 報告其知悉的錯誤而引致任何損失或市場波動，CAL 概不負任何責任。
- 18. 法律責任的免除**
- 18.1 對於與賬戶內的或由 CAL 或代名人為賬戶持有的證券有關的一切催繳、分期付款項或其他付款，無論 CAL 或代名人均不承擔任何法律責任。
- 18.2 如果客戶或任何客戶集團公司受到任何因 CAL、代名人或任何其他 CAL 聯屬公司的履行或不履行而起的或與該履行或不履行有關的損失或損害，除非該損失或損害是 CAL 或(視情況而定)有關的 CAL 聯屬公司欺詐、故意失責或疏忽所造成的，否則無論 CAL、代名人還是任何其他 CAL 聯屬公司或他們的任何高級職員、僱員或代理均不就該等損失或損害對客戶承擔任何法律責任。
- 18.3 對於因為身為公司、合夥或受託人的客戶因違反了有關賬戶操作、擬為賬戶取得或處置的證券的性質、取得或處置證券的條款或對客戶的交易行為有任何的交易行為有任何影響的限制、侷限、禁止規定或條件而產生的一切損失、費用或開支，CAL 不承擔法律責任。不論 CAL 有否因為收到客戶的公司章程細則、合夥協議、信託契約或通過其他途徑而獲悉該限制、侷限、禁止規定或條件，本條款照樣適用。
- 19. 彌償**
- 19.1 客戶同意償付 CAL 及 CAL 行政人員、僱員與代理人因客戶違反根據客戶於本協議書之責任所引起或涉及之任何損失、費用、索償、責任或開支，包括 CAL 為收取任何欠 CAL 的債務或為結清賬戶所需付出之任何合理之費用：-
- 19.1.1 根據本協議書項下的執行或責任或酌情權行使；
- 19.1.2 客戶違反任何對 CAL 的義務，(為避免疑問)包括其代表或授權代表或授權人的行為；
- 19.1.3 任何不實或不準確的客戶的聲明或保證；
- 19.1.4 任何 CAL 向客戶追討客戶積欠 CAL 債務的費用；
- 19.1.5 任何客戶未能或及時確認給予 CAL 指示或採取或未有就客戶的投資者中央結算系統賬戶(如有)授採取行動而產生的成本；及/或
- 19.1.6 結束賬戶。
- 20. 凍結賬戶及行改費用**
- 20.1 受制於第 29.1 條，若於本協議書生效期內客戶(如屬聯名賬戶，所有但並非客戶) (a)死亡；或(b)被合資格西醫診定為患有精神病、精神疾病或精神失常，客戶在此授權 CAL (及 CAL 有權) 凍結客戶的賬戶，直至 CAL 收到法院或其他機關委派的合法代表給予

- 進一步指示為止。
- 20.2 CAL 可每月向客戶收取按其不時決定的行政費用，並於賬戶中扣除。
- 21. 違約事項**
- 21.1 以下任何事項屬違約事項：-
- 21.1.1 客戶到期未繳付購買或任何本協議書規定之其他款項；
- 21.1.2 申請破產、清盤或進行中針對客戶的其他同類訴訟；
- 21.1.3 對賬戶附加徵款；
- 21.1.4 客戶未有正確執行或遵守本協議書任何條款；
- 21.1.5 任何為達成本協議書要求客戶所給予之同意授權或董事會議決事項遭全面或部分撤銷、暫停、終止或不再全面生效；
- 21.1.6 任何客戶於本協議書或其他根據本協議書客戶向 CAL 提交的文件中所作出的任何聲明或保證；或
- 21.1.7 發生任何 CAL 認為有關行為會危害 CAL 在本協議下權利的情形。
- 21.2 如違約事項發生，在不影響 CAL 其他任何針對客戶所有權利之補救方法和無須另行通知客戶的情況下，CAL 有權：-
- 21.2.1 取消任何或所有代表客戶提出而未執行之證券買賣指示或任何其他承擔；
- 21.2.2 結清 CAL 與客戶任何或全部交易，將證券在交易所進行賣空、補倉，或將證券在交易所出售而為 CAL 進行賣空而平倉；
- 21.2.3 CAL 有權出售、處置或以任何形式處理賬戶之任何證券及客戶存放 CAL 處之任何附屬抵押品；
- 21.2.4 實行任何權利去抵銷或合併協議授與的賬戶；及/或
- 21.2.5 立刻終止賬戶。
- 21.3 若根據本條款的任何出售：-
- 21.3.1 若 CAL 已經盡了合理努力以當時的市場價格出售或處置證券，CAL 不用對於因此而引起的有關損失負責；
- 21.3.2 CAL 有權以當時的市價保留證券予自己，或出售證券及其部分予任何人，而毋須對於有關損失及 CAL 因此所獲利益負責；及
- 21.3.3 若出售證券的時候不足負擔欠 CAL 的全部償債務，客戶同意付與 CAL 出售證券的差價。
- 21.4 所有貸款(如授予)須按 CAL 要求時償還以及(按 CAL 酌情)改變或終止。特別地，該等貸款將在以下情況將被終止:-
- 21.4.1 客戶向 CAL 根據《證券及期貨(客戶證券)規則》規定的授權已撤回或不續期；或
- 21.4.2 根據第 21 與 22 條的終止，及任何為達到該等目的而被視為貸款終止的通知。
- 22. 終止**
- 22.1 本協議書立約雙方均可隨時以一個月的書面通知對方終止本協議書。該通知不會影響任何 CAL 於收到通知前 CAL 代客戶所達成之任何交易，亦不影響到雙方在收到此通知前之任何權利、權力或責任。
- 22.2 當按照上文第 22.1 條終止本協議書或貸款後，CAL 可：-
- 22.2.1 若獲授貸款，宣佈任何客戶尚欠 CAL 債務即時到期；
- 22.2.2 (除非經客戶另行同意)結束所有客戶之賬戶及該等賬戶所有存款；
- 22.2.3 將該等賬戶一切款項或屬於該等賬戶之一切款項兌換為港元；
- 22.2.4 將任何抵押品變現；
- 22.2.5 於結清客戶積欠 CAL 或 CAL 之聯繫人等所有欠款後，CAL 須將任何結餘款存入客戶賬戶，又或將款額等同上述賬戶貨方結餘之支票，以郵遞方式(郵誤風險由客戶等承擔)寄往最後所知之客戶之地址；及/或
- 22.2.6 將有關上述賬戶證券所有權文件交還客戶(包括有關股票過戶文件)。
- 22.3 如果在本協議書終止及/或賬戶關閉時賬戶內仍有現金或證券，客戶同意於 7 天之內給予 CAL 提取該等現金及/或證券的指示。如果客戶有違反本第 22.3 條，CAL 有權(但並無責任)出售證券及寄予客戶該金額及賬戶內(如有)的結餘金額。

23. 風險披露聲明書

於附件一附上的《風險披露聲明書》屬於本協議書的一部分。客戶同意閱讀該《風險披露聲明書》、並就其發問，以及(如有需要)尋求獨立意見。

24. 外匯合約

客戶授權 CAL 在資金需要轉換為其他貨幣當日或之前訂立外匯合約以便購買證券，此等外匯合約按 CAL 日常慣例並以市場匯率訂立。訂約時間由 CAL 自行酌情決定。

25. 不可抗力

CAL 毋須為客戶可能直接或間接由於政府管制、證券交易所或股市、任何適用法律或規例轉變、暫停交易、戰爭、罷工或其他 CAL 不能控制之情況或情形所招致之任何損失負責。

26. 通告

在不影響任何其他有效形式下，任何按照《開戶資料表》所載之地址、傳真號碼或電報號碼（或由客戶以七天事先通知 CAL 之其他地址、傳真號碼或電報號碼），郵遞予客戶之通告、繳款通知單或其他通訊（包括但不限於賬戶結單及買賣盤確認書），(a) 如以郵遞方式發送，於實際遞派到有關地址後視為已送達客戶；(b) 如以傳真方式發送，則由 CAL 發送時視為已送達客戶；(c) 如以電報方式發送，則於通訊/傳送連同確認回覆時視為已送達客戶。

27. 賬戶合併

27.1 客戶授權 CAL 及 CAL 可不時酌情選擇就客戶將應從客戶收取的款項與應向客戶支付的款項以下列方法互相抵銷，但該款項須是因客戶以銀貨兩訖形式買賣證券而產生的：-

27.1.1 將該等款項互相抵銷；及

28.1.2 為清償客戶應支付予 CAL 的款項而處置為客戶持有的證券。

27.2 CAL 隨時在無需發出通知之情況下，即使屬任何賬戶結算或任何其他事宜，可：-

27.2.1 將所買賣各證券及/或其他各種性質之各地發行、報價、買賣或寄存之票據或投資所涉客戶之賬戶予以合併或整合，所有或任何此等目前由 CAL 為客戶開立及維持之賬戶，包括現存各賬戶；

27.2.2 而 CAL 亦可為清償客戶在任何賬戶或任何其他方面積欠 CAL 之債務、承擔或債務扣除任何一個或以上該等賬戶之入賬款項，或將該等款項轉帳（視何者更適合），無論此等負債、承擔或債務是否目前或將來、實際或有、基本或附屬、個別或聯合、有擔保或無擔保的；及

27.2.3 如上述合併、整合、扣除或過賬戶要作出貨幣兌換，則所兌換的別種貨幣須按照當時外匯市場兌換率（由 CAL 做出最終決定）換算。CAL 全權酌情選擇以上合併、整合、扣除或轉帳進行日期。

28. 本協議的修訂

28.1 CAL 有權不時修改本協議書，並事先給予客戶三十日書面通知。若 CAL 未有在七天內收到客戶的書面反對，則客戶將被視為已接受該等修訂。除非 CAL 已收到該等反對通知，否則任何客戶賬戶的運作(不包括終止賬戶)，包括於本協議書修訂通知後向 CAL 發出進行交易的指示，將被視為客戶已接受本協議修改。賬戶的營運及交易將受本協議書修改後的條款所規範。

28.2 CAL 可隨時向客戶發出通知，修訂或補充本協議書內的條款，而該等條款取代及撤銷過往的所有指示及協議，以及(如與修訂條款不符)有關賬戶的任何協議的條款，惟不會影響於取代或撤銷前發出的或註明取代或撤銷前的日期的指示。除非客戶與 CAL 另有書面協議，否則此後開立的任何賬戶將按照本協議書條款營運。

29. 一般事項

29.1 所有賬戶內之證券均受制於 CAL 之全面留置權，以確保客戶履行對 CAL 代客戶買賣證券而產生之責任。在強制執行 CAL 之留置權時，CAL 有絕對酌情權決定沽出何種證券及結清何份合約。

29.2 倘 CAL 沒有按照本協議書之規定履行對客戶之責任，客戶有權向根據《證券條例》成立之賠償基金索償，惟須受賠償基金不時訂立之條款所制約。

29.3 除(a)客戶發出口頭指示後交易成立前另有書面指示，或(b)雙方事先約定交易須以書面為之者及致該交易須以該書面指示為憑外，CAL 可將所有與客戶進行之電話交談錄音，以核實客戶之指示。客戶同意接納該等錄音內容為最終及具決定性的。

29.4 客戶確認客戶已詳閱並同意本協議書之條款，而且該等條款已經以客戶明白之語言向客戶解釋。

29.5 倘本協議書之任何條款被任何司法管轄區之法律判定為非法、無效或不能強制執行，則該項有關非法、

- 無效或不能強制執行之判定不會影響本協議書之其他條款之合法性、有效性或可強制執行性或根據任何其他司法管轄區之法律本協議書之合法性、有效性或可強制執行性，且亦不會影響任何其他條款之合法性、有效性或可強制執行性。
- 29.6 本協議書在客戶之業務發生任何變化或由他人繼承之後繼續有效。如屬合夥或商行，本協議書應共同及各別地對合夥人，以及對其各自之個人代表具有約束力；如屬個人，本協議應對其在破產或其他情況下之個人代表、破產管理人或信託人具有約束力；及如屬公司，本協議書應對其繼承人具有約束力。倘若客戶在本協議書存續期內身故，客戶在本協議書項下之責任須轉移由客戶之個人代表承擔，而 CAL 可對該等個人代表行使 CAL 在本協議享有之權利。
- 29.7 倘若賬戶以兩人或以上之名義開設，客戶同意，客戶在本協議之所有責任應由客戶共同及各別地承擔。客戶亦同意，除非客戶填寫《授權代表同意書》指定賬戶運作方式或另行指示 CAL，否則賬戶的運作及指示的發放均須全部客戶同意。
- 29.8 CAL 可(若適用)按照客戶正式授權代表所作之指示，不時就有關賬戶之事項運作賬戶，並根據其指示按本協議書之規定進行證券交收或支付有關款項。CAL 並無責任就上述證券或款項之運用或處置作出查問或處理。
- 29.9 除非 CAL 另行同意，客戶同意並確認，若由一人或以上開設聯名賬戶，客戶將視作以聯權共有人之身分而非分權共有人之身分訂立本協議，並享有尚存者取得權。若客戶中任何一人身故，受制於《遺產稅條例》(香港法律第 111 章)，賬戶之全部權益須按本協議規定之相同條款歸屬於尚存者 (CAL 特獲授權按此行事)，但不因此解除於身故之前對 CAL 產生之債務，CAL 可就所有有關債務對死者之遺產執行權利。
- 29.10 若客戶中任何一人身故，尚存者應立即就此書面通知 CAL。若因上述身故導致授權代表運作賬戶之人士之身分有任何變動，尚存者亦應通知 CAL。若 CAL 因執行在收到上述有關身故之書面通知前已獲指示之交易，導致賬戶產生任何債務或虧損，死者之遺產及每名尚存者須共同及各別地就該等債務或虧損對 CAL 負責。
- 29.11 客戶根據本協議書所規範之合約及交易項下享有之權利，均不可轉讓。
- 29.12 CAL 在任何時間未有貫徹地嚴格執行本協議書內任何條款或條件或繼續以上行為，在任何情況下均不會構成或被視作 CAL 放棄本協議項下之權力、權利、補救方法或特權。
- 29.13 若本協議書內任何條款與任何適用法律、法規及規則有任何抵觸或歧異，應以後者為準，CAL 並可全權酌情決定採取或拒絕採取任何行動或要求客戶採取或不採取任何行動，以確保遵守該等法律、法規及規則。CAL 如此採取之所有行動均對客戶具有約束力。
- 29.14 就有關本協議書之主題而言，本協議書構成本協議各方之整份協議及諒解，並凌駕於就此之前所作出之一切建議、聲明、保證、協議或承諾（不論屬口頭、書面、或以其他方式者），而本協議各方概無倚賴任何該等建議、聲明、保證、協議或承諾。
- 30. 第三方權利**
- 30.1 於不損害第 30.3 條的情況下，當一名人士並非本協議書的當事人，則其於《合約(第三者權利)條例》(香港法律第 623 章)(「**第三者條例**」)項下並無權力執行或享有本協議書任何條文的利益。
- 30.2 儘管本協議書的任何條文，於任何時候撤銷或修訂本協議書毋須取得非本協議書的當事人之同意。
- 30.3 所有 CAL 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協議書項下的條文(包括但不限於，任何彌償、限制或責任的豁免)。
- 31. 管轄法律及司法管轄區**
- 本協議書受香港法律管轄，並按其詮釋；而本協議各方茲同意接受香港法院之非專屬性管轄權所管轄。
- 32. 稅務身份**
- 客戶謹此核證客戶並非美國人士，亦並非需繳交美國稅項的人士。此外，客戶亦非一所根據美國或其州份或其政治分支(包括哥倫比亞特區或任何其他美國州份)的法律成立或組成的可課稅法團或合夥公司。客戶謹此同意 CAL 或其任何聯營公司(以下統稱「**CAL 集團**」)於必要時分享客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶確認及同意，CAL 集團被授權可應本地及海外監管、稅務或其他主管當局的不時要求，並根據適用法律，包括但不限於 FATCA，從賬戶中預扣款項。如稅務身份有任何變動，客戶謹此承諾即時以書面告知 CAL 集團。
- 33. 語言**
- 本協議書以中文和英文書寫，如本協議書在文字上有任何差異，應以英文原文為準。

SCHEDULE 1

RISK DISCLOSURE STATEMENT

1. Risk of Securities Trading

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

2. Risk of Trading Growth Enterprise Market Stocks

2.1 GEM Board stocks involve a high investment risk. In particular, companies may list on GEM Board with neither a track record of profitability nor any obligation to forecast future profitability. GEM Board stocks may be very volatile and illiquid.

2.2 The Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM Board mean that it is a market more suited to professional and other sophisticated investors.

2.3 Current information on GEM Board stocks may only be found on the internet website operated by the Exchange. GEM Board Companies are usually not required to issue paid announcements in gazetted newspapers.

2.4 The Client should seek independent professional advice if the Client is uncertain of or has not understood any aspect of this Risk Disclosure Statement or the nature and risks involved in trading GEM Board stocks.

3. Trading of Nasdaq-Amex Securities

The Securities under the Nasdaq-Amex Pilot Program (“NAPP”) operated by the Exchange are aimed at sophisticated investors. The Client should consult his dealers and become familiarized with the NAPP before trading in the NAPP Securities. The Client should be aware that the NAPP Securities are not regulated as a primary or secondary listing on the Main Board or the GEM Board.

4. Risk of Foreign Securities Trading

Foreign Securities carry additional risks not generally associated with Securities in the domestic market. The value or income of foreign Securities may be more volatile and could be adversely affected by changes in currency rates of exchange, foreign taxation practices, foreign laws, government practices, and regulations and political events. The Client may find it more difficult to liquidate investments in foreign Securities where they have limited liquidity in the relevant market. Foreign laws, government practices and regulations may also affect the transferability of foreign Securities. Timely and reliable information about the value of the extent of the risks of foreign Securities may not be readily available at all times.

5. Risk of Margin Trading

The risk of loss in financing a Transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client’s cash and any other assets deposited as collateral with CAL. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. The Client may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, the Client’s collateral may be liquidated without the Client’s consent. Moreover, the Client will remain liable for any resulting deficit in the Client’s Account and interest charged on the Client’s Account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of the Client’s own financial position and investment objectives.

6. Trading of Asset Linked Products

6.1 An asset linked product:-

- 6.1.1 is an option with an underlying asset which is traded on an Exchange or otherwise;
 - 6.1.2 pays a cash return with a predetermined yield if the price/level of the underlying asset remains at or above the strike price/level or if the underlying asset occurs (as the case may be) on the price/level fixing date;
 - 6.1.3 delivers shares/units of the underlying asset if the price/level of the underlying asset falls below the strike price or if the underlying asset does not occur at maturity (as the case may be);
 - 6.1.4 if shares/units of the underlying asset are delivered at maturity, the value of such shares/units may be less than the original amount of investment; and
 - 6.1.5 is not to be confused with other short term investments such as traditional time deposits which are principal protected and which the Client will be entitled to an interest at maturity as there is a possibility of the delivery of the shares/units in the underlying asset and therefore is generally not principal protected except where expressly stated otherwise.
- 6.2 The following serves to highlight some features which normally appear in an asset linked product and the risks involved in establishing it:-
- 6.2.1 The interest return on the asset linked product will depend on the movements or occurrence of the underlying asset (as the case may be) and may therefore be higher or lower than the interest return on a traditional time deposit. If the structure of the relevant asset linked product is such that a negative interest rate results from extreme fluctuation or non-occurrence of the underlying asset (as the case may be), the Client may not be able to receive the entire principal amount of the relevant asset linked product upon its maturity.
 - 6.2.2 If the structure of the relevant asset linked product is such that the principal and interest return may be payable to the Client in a currency which is different from the base currency of the relevant asset linked product or in the form of another asset, then although such alternate currency or asset was pre-specified at the time the relevant asset linked product was established, the Client may still be subject to a loss arising from the decline in the exchange rate of the alternate currency in terms of the base currency or the decline in the value of the asset delivered to the Client.
 - 6.2.3 By establishing an asset linked product, the Client is taking a view on the direction of fluctuation or occurrence of the underlying asset (as the case may be), based on the Client's own assessment and judgment.
 - 6.2.4 Unless otherwise agreed by CAL and subject to any conditions CAL may impose, the principal amount of the asset linked product may not be withdrawn at any time prior to its maturity date. In such circumstances, the Client shall be fully liable to all potential losses, costs and expenses resulted there from. The Client may not be able to receive the entire principal amount of the Asset Linked Product or even incur extra loss.
 - 6.2.5 If the relevant asset linked product is purchased on a leveraged basis, the Client should note that the risk of loss can be substantial. The Client may sustain a total loss of the principal amount and any additional amounts that the Client used to establish or maintain the relevant leveraged asset linked product. If the underlying asset moves against the Client, the Client may be called upon to deposit a substantial amount of additional funds, on short notice, in order to maintain the relevant leveraged asset linked product. If the Client does not provide the required funds within the prescribed time, the Client's position may be liquidated at a loss, and the Client will be liable for the resulting deficit. Under certain market conditions, it may be difficult or impossible to liquidate such a position. In these circumstances, the Client's total loss may not be limited to the principal amount and additional amounts the Client used to establish and maintain the relevant leveraged asset linked product alone. The high degree of leverage can work against the Client as well as for the Client. The use of leverage can lead to large losses as well as gains.
 - 6.2.6 The Client should therefore firstly, carefully read, study and fully understand the relevant offering documents and constitutive documents and the structure of such investment before the Client instructs CAL to establish an asset

linked product and secondly, carefully consider whether such an establishment is suitable in light of the Client's own financial position and investment objectives. If the Client provides the irrevocable Instructions to CAL, the Client does so at the Client's own risk and have not relied on its advice or recommendation.

7. Risk of Trading Futures and Option

The risk of loss in trading futures contracts or options is substantial. In some circumstances, the Client may sustain losses in excess of the Client's initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client's position may be liquidated. The Client will remain liable for any resulting deficit in the Client's Account. The Client should therefore study and understand futures contracts and options before the Client trades and carefully considers whether such trading is suitable in the light of the Client's own financial position and investment objectives. If the Client trades options the Client should inform himself of exercise and expiration procedures and the Client's rights and obligations upon exercise or expiry.

8. Trading of Bonds

All investments carry risk. Bonds are no exception. The Client understands that the price of bonds can and does fluctuate, sometimes dramatically, and that any individual bond may experience upward or downward movements, and may even become valueless. The Client acknowledges that it is as likely that losses will be incurred rather than profit made as a result of buying and selling bonds. This is the risk that the Client is prepared to accept. The Client shall take complete responsibility for any outcome of buying and selling bonds and agrees not to hold CAL responsible for any losses resulting from the Client's trading strategy. CAL will take due care according to its relevant internal procedure on the selection of its nominee, broker, agent or any counter-party. The Client acknowledges and accepts all risks associated with customizing bonds with any such party. CAL shall not be responsible for any damage or loss arising from or in connection with such custody or action except for willful default or gross negligence on its part. The Client acknowledges that any subscription for or acquisition or purchase of any bonds registered outside Hong Kong and the receipt and collection of income there from and other administrative matters thereof may not be governed by Hong Kong laws. The Client agrees to bear all risks relating to the Client's Instructions to deal with all such bond which are not governed by Hong Kong laws.

9. Provision of an Authority to Hold Mail or to Direct Mail to Third Parties

If the Client provides CAL with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client's Account(s) and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

10. Risks of Client Assets Received or Held Outside Hong Kong

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

11. Risk of Trading in Leveraged Foreign Exchange Contracts

The risk of loss in leveraged foreign exchange trading can be substantial. The Client may sustain losses in excess of its initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client's position may be liquidated. The Client will remain liable for any resulting deficit in the Client's Account. The Client should therefore carefully consider whether such trading is suitable in light of the Client's own financial position and investment objectives.

12. Risk of Providing an Authority to Re-pledge Client's Securities Collateral etc.

- 12.1 There is risk if the Client provides CAL with an authority that allows it to apply the Client's Securities or Securities collateral pursuant to a Securities borrowing and lending agreement, re-pledge the Client's Securities collateral for financial accommodation or deposit the Client's Securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.
- 12.2 If the Client's Securities or Securities collateral are received or held by CAL in Hong Kong, the above arrangement is allowed only if the Client's consent in writing is obtained. Moreover, unless the Client is a professional investor, the Client's authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a professional investor, these restrictions do not apply.
- 12.3 Additionally, the Client's authority may be deemed to be renewed (i.e. without the Client's written consent) if CAL issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client does not object to such deemed renewal before the expiry date of the Client's then existing authority.
- 12.4 The Client is not required by any law to sign these authorities. But an authority may be required by CAL, for example, to facilitate margin lending to the Client or to allow the Client's Securities or Securities collateral to be lent to or deposited as collateral with third parties. CAL should explain to the Client the purposes for which one of these authorities is to be used.
- 12.5 If the Client signs one of these authorities and the Client's Securities or Securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Client's Securities or Securities collateral. Although CAL is responsible to the Client for Securities or Securities collateral lent or deposited under the Client's authority, a default by it could result in the loss of the Client's Securities or Securities collateral.
- 12.6 A cash account not involving Securities borrowing and lending is available from CAL. If the Client does not require margin facilities or do not wish the Client's Securities or Securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

13. Unit Trusts and Mutual Funds

- 13.1 The Client understands that the Client's investments in the unit trusts and mutual funds involve risk of loss to their principal. They are not bank deposits and are not endorsed or guaranteed by and do not constitute obligations of CAL or any of its subsidiaries. The prices of investments in the unit trust and mutual funds can and do fluctuate, sometimes dramatically, and any individual investment in the unit trust and mutual funds may experience upward or downward movements, and may even become valueless. In certain circumstances, the Client's right to redeem or sell the Client's investments may be restricted. It is as likely that losses may be incurred rather than profit made as a result of buying and selling investments in the unit trust and mutual funds.
- 13.2 For guaranteed funds, the Client understands and acknowledges that the Client's investment is guaranteed by the guarantor(s) as specified in the offering documents. The Client understands that in order to have the Client's principal guaranteed, and/or protection as stated in the offering documents, the Client needs to maintain the Client's investment throughout the period as mentioned in the offering documents. The Client acknowledges that fund shares redeemed prior to maturity are subject to investment risk including possible loss of the principal invested.

14. CAL's Liability

- 14.1 In accepting CAL's securities services hereunder, the Client understands and agrees that except for willful default or gross negligence on its part:-
- 14.1.1 CAL assumes no duty to make or give advice or recommendations on any Securities;
- 14.1.2 CAL may hold positions in any Securities which may not be consistent with any advice given by CAL to the Client and which may result in losses on the Client's part and CAL shall not be liable therefore; and

14.1.3 Any risks associated with any losses suffered as a result of CAL's entering into any Transactions or establishing any Securities on the Client's behalf are for the Client's Account absolutely.

15. Recommendations

- 15.1 The Client acknowledges that this Risk Disclosure Statement does not purport to disclose all the risks associated with and other significant aspects of a Security. In particular, investors of a particular class or jurisdiction may be prohibited from purchasing some kinds of Securities. The Client understands that the Client should ask questions, undertake the Client's own research and study on the nature of the Securities and carefully read and fully understand the offering documents and the constitutive documents and the additional risk disclosure statement of each individual Security before the Client decides to invest.
- 15.2 The Client understands that the Client should seek independent professional advice if the Client is uncertain of or have not understood any aspect of this Risk Disclosure Statement or the nature and risks involved in making any Securities.
- 15.3 The Client understands that the signing of this Risk Disclosure Statement is mandatory under the SFC Code. The Client understands that CAL will not be able to effect the Client's Instructions to deal in Securities if this statement is not signed and acknowledged by the Client.
- 15.4 The Client fully understands the contents of this Risk Disclosure Statement. The Client understands that CAL is required under the Exchange rules and the SFC Code to ensure that the Client is provided with a copy of this Risk Disclosure Statement in a language, which the Client understands, signs and dates, which also contains the declaration by a CAL staff.

附件一

風險披露聲明書

1. 證券交易風險

客戶知悉，證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

2. 創業板證券交易的風險

- 2.1 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上市。創業板股份可能非常波動及流動性很低。
- 2.2 客戶只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。
- 2.3 現時有關創業板股份資料只可以在聯交所作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。
- 2.4 假如客戶對本《風險披露聲明書》的內容或創業板市場的性質及在創業板買賣的股份所涉及風險有不明白之處，應尋求獨立的專業意見。

3. 納斯達克 - 美國證券交易所證券買賣

按照納斯達克試驗計劃掛牌買賣的證券是為熟悉投資技巧的投資者而設的。客戶在買賣納斯達克試驗計劃的證券之前，應先諮詢 CAL 或其他交易商的意見和熟悉納斯達克試驗計劃。客戶應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

4. 海外證券交易風險

海外證券帶有與本地市場證券不同的額外風險。海外證券的價值或收入可能會大幅波動，以及會因匯價、外國稅務、外國法律、政府行為及規例的轉變及政治事件而產生逆轉。客戶可能因有關市場的有限流動性而令變賣海外證券投資產生困難。外國法律、政府行為及規例亦能影響海外證券的轉讓。有關海外證券價值或其風險程度的及時及可靠性資料亦未必存在。

5. 保證金買賣的風險

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過你存放於 CAL 作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為客戶的賬戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合客戶。

6. 資產掛鉤產品買賣

6.1 客戶知悉：-

- 6.1.1 資產掛鉤產品是一項期權連同一項於聯交所或未有上市買賣的掛鉤資產；
- 6.1.2 於價位／水平釐定日，當該掛鉤資產價位／水平等同或高於其行使價或該掛鉤資產出現時（視乎情況而定），客戶將只會收到預先設定的現金回報；
- 6.1.3 若於到期日，該掛鉤資產價位／水平低於其行使價或該掛鉤資產未有出現時（視乎情況而定），客戶將只收

取掛鉤資產的股票／單位；

6.1.4 若於到期日收取掛鉤資產的股票／單位，其當時價值將可能低於原來投資的金額；及

6.1.5 客戶不應將資產掛鉤產品與其他的短期投資如傳統定期存款混淆一起。由於客戶或有機會收到掛鉤資產的股票／單位，所以該項投資基本上並非屬於保本形式的，惟如另有特別聲明者則除外。

6.2 以下列舉一般出現在資產掛鉤產品之特徵及設立該等投資所涉及之風險：-

6.2.1 資產掛鉤產品之利息回報須視乎掛鉤資產波動或出現（視乎情況而定）而決定的，因此利息回報可高於亦可低於一般傳統定期存款之利息回報。若有關之資產掛鉤產品之結構在掛鉤資產有極大波動或未有出現下（視乎情況而定）可引至負利率出現的話，客戶可能未能在該資產掛鉤產品到期時全額收回有關資產掛鉤產品之本金金額。

6.2.2 若有關資產掛鉤產品之結構為本金及利息回報與該資產掛鉤產品存款之基本貨幣不同之其他貨幣或以另一種資產支付客戶，即使該等其他貨幣或資產已在投資設立時預先列明，客戶仍會由於該等其他貨幣相對基本貨幣之匯率下跌而引致客戶之資產價值下跌而蒙受損失。

6.2.3 設立資產掛鉤產品表示客戶按照的估計及判斷對掛鉤資產之波動或出現(視乎情況而定)方向持有某種看法。

6.2.4 除非得到CAL同意及受CAL所提出的條件所限制，否則客戶不可於到期日前提取資產掛鉤產品之本金金額。惟若然此情況發生，客戶須對因此而產生的一切損失、費用及開支負責，客戶可能未能收回資產掛鉤產品的本金金額或甚至蒙受進一步損失。

6.2.5 若客戶是以槓桿效應設立有關資產掛鉤產品，客戶可能蒙受極大損失之風險。客戶所蒙受之虧損可能超出客戶用作設立或維持有關槓桿資產掛鉤產品之本金金額及其他額外款項。若有關資產掛鉤產品走勢不利客戶，客戶可能會被要求須於接到通知後的短時間內存入額外金額以維持客戶的有關槓桿資產掛鉤產品。如客戶未能在所定時間內提供所需資金，客戶的未平倉盤可能會在虧損的情況下被了結，而客戶將要為所出現的任何差額負責。在某些市場情況下，客戶可能在了結有關倉盤時遇上困難或無法了結有關倉盤。在此情況下，客戶未必可以將虧損總額局限於客戶用作設立及維持有關槓桿資產掛鉤產品的款額，更可能蒙受更大的虧損。在交易中通常可以獲得的低額孖展換取高槓桿效應，在運作過程中可對客戶產生有利或不利的影響，槓桿效應的使用也可能導致巨大的損失或豐厚的收益。

6.2.6 客戶因此應首先於客戶指示 CAL 設立資產掛鉤產品前仔細閱讀、研究及完全明白該投資的宣傳文件、組織文件及結構特質；並仔細考慮該投資設立是否適合客戶自己的財務狀況及投資目標。若客戶已發出不可撤回的指示，客戶將須承擔有關風險，並且事前並無依賴 CAL 給予的意見或建議。

7. 期貨及期權交易的風險

客戶明白，買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需款額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對客戶的賬戶內任何因此而出現的差額負責。因此，客戶在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合客戶。如果客戶買賣期權，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期的權利與責任。

8. 債券買賣

任何投資都涉及風險，債券也不例外。客戶明白債券價格可能會及確實會波動，而且任何一隻債券的價格可能會上升或下降，甚至變成毫無價值。客戶承認買賣債券有其內在風險，所以未必一定能夠賺取利潤，反而可能會招致損失。客戶願意承擔此等風險。客戶對買賣債券的後果負上全部責任，並同意 CAL 毋須就客戶投資策略導致的任何損

失負責。CAL 可將按 CAL 之有關內部程序小心地選擇 CAL 之代名人、經紀、代理人或任何對手。客戶確認及承擔有關將債券留交該等人士保管的一切風險。除非 CAL 故意錯失或疏忽，否則 CAL 毋須就有關該等結存或行動而引起之任何損害或損失而負上責任。客戶確認認購、收購或購買非香港註冊的債券、其收益的收入及收取及有關的其它行政事宜可能不受香港法律管轄，客戶同意承擔一切有關於處理該等非香港法律管轄的債券及指示的一切風險。

9. 提供代存郵件或將郵件轉交第三方的授權書

客戶明白，假如客戶向 CAL 提供授權書，允許代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶賬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。

10. 在香港以外地方收取或持有的客戶資產的風險

客戶明白，持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與證券條例及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有客戶資產相同保障。

11. 槓桿式外匯交易的風險

客戶知悉，槓桿式外匯交易的虧損風險可能極大。客戶明白客戶所蒙受的虧蝕可能會超過客戶存放於 CAL 作為抵押品的現金及任何其他資產。市場情況可能使備用買賣指示，例如“止蝕”或“限價”指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為客戶的賬戶內因此而出現的任何差額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合客戶。

12. 提供將客戶的證券抵押品等再質押的授權書的風險

12.1 向 CAL 提供授權書，容許其按照某份證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

12.2 假如客戶的證券或證券抵押品是由 CAL 在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情况下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若客戶是專業資者，則有關限制並不適用。

12.3 此外，假如 CAL 在有關授權的期限屆滿前最少 14 日向客戶發出有關授權被視為已續期的提示，而客戶對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶的授權將會在沒有客戶的書面同意下被視為已續期。

12.4 現時並無任何法例規定客戶必須簽署這些授權書。然而，CAL 可能需要授權書，以便例如向客戶提供保證金貸款或獲准將客戶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。CAL 應向客戶闡釋將為何種目的而使用授權書。

12.5 倘若客戶簽署授權書，而客戶證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出押記。雖然 CAL 根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但上述 CAL 的違責行為可能會導致客戶損失客戶的證券或證券抵押品。

12.6 CAL 亦提供不涉及證券借貸的現金賬戶。假如客戶毋需使用保證金貸款，或不希望將本身證券或證券抵押被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金賬戶。

13. 單位信託基金及互惠(共同)基金

- 13.1 客戶明白客戶在單位信託基金及互惠(共同)基金的投資具有本金損失之風險,該等投資並非 CAL 存款,也未獲得 CAL 或聯營公司的保證或擔保。單位信託基金及互惠(共同)基金中的投資價格會及確實會波動。單位信託基金及互惠(共同)基金中的任何一項投資都有可能上漲或下跌,甚至變得毫無價值。在某些情況下,客戶贖回或售出投資之權利或會受到限制。其固有的風險是在單位信託基金及互惠(共同)基金賬戶買賣投資可能會導致損失而並非盈利。
- 13.2 客戶亦明白及知悉,客戶所投資的保證基金是受到基金說明書中所列明的保證人提供保證。客戶明白到,若要享有招售文件中之本金保證及/或其他之保障條款,客戶必須根據招售文件,於指定的整段期間持有有關保證基金之投資。客戶同時明白,若在到期前提早贖回有關基金單位,將要承受投資風險,亦可能導致本金的損失。

14. CAL 責任

- 14.1 在為客戶設立任何證券接納任何 CAL 的投資服務,客戶明白及同意,CAL 故意錯失或疏忽引致者外,否則:-
- 14.1.1 CAL 並無責任就任何證券向客戶作出或給予意見或建議;
- 14.1.2 CAL 可持與 CAL 向客戶作出之建議不一致,這或會引致客戶之投資倉盤有所損失,而 CAL 無需因此負責;及
- 14.1.3 CAL 因代表客戶所進行之任何交易或證券而引致客戶承受任何損失風險均會由客戶自行承擔。

15. 建議

- 15.1 客戶確認,本《風險披露聲明書》並不能申述涉及投資產品的所有風險的主要性質。尤其是,某類或某國籍的投資者可能被禁止購買某類證券。客戶明白在進行買賣活動之前必須發問問題、自行進行資料搜集及研究有關該證券的特性,並細閱及明白個別投資產品的宣傳文件、組織文件及額外風險披露聲明書。
- 15.2 客戶明白,如客戶對本《風險披露聲明書》的任何方面或對所買賣證券的性質及風險有不明確或不明白之處,客戶應尋求獨立專業的意見。
- 15.3 客戶明白,簽署本《風險披露聲明書》是聯交所規則及《SFC 操作守則》的硬性規定。客戶明白客戶若未簽署及確認此聲明書,CAL 將不能執行客戶於證券買賣的指令。
- 15.4 客戶完全明白本《風險披露聲明書》內容。客戶明白根據聯交所規則及 SFC 操作守則 CAL 須確保客戶簽署一份本《風險披露聲明書》,填上日期,該名 CAL 有關人士亦須作出聲明,並客戶亦會獲給予一份以客戶可明白語言的副本。

SCHEDULE 2

CTBC ASIA LIMITED

Circular to Clients relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

- (a)** From time to time, it is necessary for customers to supply CAL with data in connection with the opening or continuation of accounts and the establishment or continuation of provision of financial services or for the compliance with any laws or guidelines issued by regulatory authorities.
- (b)** Failure to supply such data may result in CAL being unable to open or continue accounts or establish or continue provide financial services or comply with any laws or guidelines issued by regulatory authorities.
- (c)** It is also the case that data are collected from customers in the ordinary course of the continuation of the financial relationship, for example, when customers subscribe financial products.
- (d)** The purpose for which data relating to a customer may be used are as follows:-
 - (i)** the daily operation of the services provided to customers;
 - (ii)** creating and maintaining CAL's risk assessment scoring models;
 - (iii)** ensuring ongoing credit worthiness of customers;
 - (iv)** designing financial services or related products for customers' use;
 - (v)** marketing services or products of CAL and/or selected companies;
 - (vi)** determining the amount of indebtedness owed to or by customers;
 - (vii)** collection of amounts outstanding from customers;
 - (viii)** meeting the requirements to make disclosure under the requirements of any law or guidelines issued by regulatory authorities binding on CAL;
 - (ix)** enabling an actual or proposed assignee of CAL, or participant or sub-participant of CAL's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (x)** other purposes relating thereto.
- (e)** Data held by CAL relating to a customer will be kept confidential but CAL may provide such information to the following parties (whether within or outside Hong Kong Special Administrative Region) for the purposes set out in paragraph (d):-
 - (i)** any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to CAL in connection with the operation of its business;
 - (ii)** any other person under a duty of confidentiality to CAL including a group company of CAL which has undertaken to keep such information confidential;
 - (iii)** any other affiliates of CAL including any subsidiaries of CTBC holding;
 - (iv)** any financial institution, or bank with which the customer has or proposes to have dealings;
 - (v)** any person making payment into the customer's account (by providing a copy of a confirmation slip which may contain the name of the customer);

- (vi) credit reference agencies and, in the event of default, to debt collection agencies and legal advisers appointed by CAL;
 - (vii) any person to whom CAL is under an obligation to make disclosure under the requirements of any law or guidelines issued by regulatory authorities binding on CAL;
 - (viii) any actual or proposed assignee of CAL or participant or sub-participant or transferee of CAL's rights in respect of the customer; and
 - (ix) to selected companies for the purpose of informing customers of services which CAL believes will be of interest to customers.
- (f)** Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any customer has the right:-
- (i) to check whether CAL holds data about him/her and of access to such data;
 - (ii) to require CAL to correct any data relating to him/her which is inaccurate; and
 - (iii) to ascertain CAL's policies and practices in relation to data and to be informed of the kind of personal data held by CAL.
- (g)** In accordance with the terms of the Ordinance, CAL has the right to charge a reasonable fee for the processing of any data access request.
- (h)** The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:
- The Data Protection Officer
 CTBC Asia Limited
 28th Floor, Two IFC, 8 Finance Street, Central, Hong Kong
 Tel.: 2916 1888
 Fax: 2810 9742
- (i)** Nothing in this Circular shall limit the rights of customers under the Ordinance.
- (j)** For the purpose of this Circular, "data" means information and personal data relating to (1) the customer's name, (2) contact information, (3) actual/final beneficiary, (4) shareholder and management member, (5) business type, (6) funding resource, (7) date of information, (8) balance of account, (9) transfer information, (10) dealing type, (11) time of dealing, (12) all position, (13) the authorized persons of the customer.

(k)

Notes:

1. This Circular shall upon a customer's receipt, be deemed an integral part of all contracts, agreements, account mandates, and other binding arrangements which the customer has entered into or intends to enter into with CAL.
2. In case of discrepancies between the English and Chinese versions of this Circular, the English version shall prevail.

附件二

中國信託綜合證券(香港)有限公司 關於個人資料(私隱)條例(「條例」)客戶通知

- (a) 客戶在開立或延續戶口、建立或延續 CAL 提供財務服務、或因遵守任何法例或監管機構發出的指引時，需要不時向 CAL 提供有關的資料。
- (b) 若未能向 CAL 提供該等資料，可能會導致 CAL 無法開立或延續戶口或建立或延續 CAL 提供財務服務或遵守任何法例或監管機構發出的指引。
- (c) 客戶與 CAL 在延續正常業務運作中，CAL 亦會收集客戶的資料，例如：當客戶認購金融產品。
- (d) 客戶的資料可能會用於下列用途：
 - (i) 為客戶提供服務所涉及之日常運作；
 - (ii) 設立及維持 CAL 的風險評估評分模式；
 - (iii) 確保客戶維持可靠信用；
 - (iv) 設計供客戶使用的財務服務或有關產品；
 - (v) 為 CAL 及／或特選公司推廣服務或產品；
 - (vi) 確定 CAL 對客戶或客戶對 CAL 的負債額；
 - (vii) 向客戶追收欠款；
 - (viii) 為符合對 CAL 具法律約束力的法例或監管機構發出的指引規定而作出披露；
 - (ix) 促使 CAL 的實際或建議承讓人、或 CAL 的客戶權利參與人或附屬參與人評核擬成為轉讓、參與或附屬參與的交易；及
 - (x) 其他與上述有關的用途。
- (e) CAL 持有的客戶資料將予保密，但 CAL 可能會把該等資料提供給下述各方(不論在香港特別行政區內或外)作第(d)段所列出的用途：
 - (i) 任何代理人、承包人、或向 CAL 提供行政、電訊、電腦、付款或證券結算或其他與 CAL 業務運作有關的其他服務的第三方服務供應商；
 - (ii) 任何對 CAL 有保密責任的人，包括 CAL 集團內已承諾保密該等資料的公司；
 - (iii) 任何其他 CAL 的相關聯公司包括任何 CAL 的附屬公司，包括中國信託綜合證券股份有限公司與中國信託金融控股股份有限公司及母公司轄下所屬之其他子公司；
 - (iv) 任何客戶已經或將要與其交易之金融機構或銀行；
 - (v) 任何向客戶戶口存款的人士(在提供確認收據時，其中可能載有客戶的姓名)；
 - (vi) 信貸資料機構；以及在客戶欠賬時，將該等資料提供給追討欠款公司及 CAL 委任的法律顧問；
 - (vii) 根據對 CAL 具法律約束力的法例或監管機構發出的指引規定下，履行對任何人士的披露責任；及
 - (viii) CAL 的任何實際或建議承讓人或 CAL 的客戶權利參與人或附屬參與人或受讓人；及
 - (ix) 特選的公司；目的是通知客戶有關 CAL 認為適合他們的服務資料。
- (f) 根據該條例中的條款及根據該條例核准和發出的個人信貸資料實務守則，任何客戶有權：
 - (i) 查核 CAL 是否持有他／她的資料及查閱該等資料；
 - (ii) 要求 CAL 改正任何有關他／她的不準確的資料；及
 - (iii) 查明 CAL 對於資料的政策及慣例和獲告知 CAL 持有的個人資料種類。
- (g) 根據該條例的條款，CAL 有權就處理任何查閱資料的要求收取合理費用。

(h) 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人仕提出：

資料保護主任

中國信託綜合證券(香港)有限公司

香港中環金融街 8 號國際金融中心二期 28 樓

電話：2916 1742 / 2916 1772

傳真：2810 9742

(i) 本通知不會限制客戶在個人資料(私隱)條例下所享有的權利。

(j) 以本通知為目的，「客戶的資料」指客戶身分、客戶名稱、聯絡資訊、實質受益人身分、股東與經理人資訊、業務性質、資金或財富來源、所有資料提供日、帳戶金額與匯款資訊、交易類型、交易商品、交易時間、交易方向、庫存資料等足以辨識之資料及客戶的獲授權人士的資訊及個人資料。

注意：

1. 客戶在收訖本通知後，本通知將被視為客戶已經或欲與 CAL 簽訂的所有合約、同意書、戶口委託書及其他受約束安排中的一部份。
2. 若本通知的中、英文版本有任何歧異，概以英文版本為準。

電子通知服務條款及細則:

1. 本人若啟用中國信託綜合證券(香港)有限公司("貴公司")透過電訊設備傳送電子通知(包括日報表、月結單及其他不時之通知)之服務("電子通知服務"),除本條款及細則另有規定外,本人將不會收到每月紙本通知。本人同意遵守任何及所有現時或此後制定、頒佈或執行並適用於電子通知服務的法律、法規、規定及官方指引,以及貴公司不時制訂、修改並向本人提供,藉以規管有關電子通知服務使用其他設施、優惠或服務的條款及條件。本人並同意支付貴公司所規定有關使用電子通知服務的任何費用。
2. 貴公司可不時酌情決定修改、限制、撤銷、取消、暫停或中止電子通知服務,而毋須給予任何理由或事前通知。
3. 本人明白到電子通知服務須要求持本人獲得適當的互聯網及電訊服務及具有適當的設備,本人應保持使用電子通知服務的設備穩妥可靠。本人須採取一切合理的防範措施以防任何第三者接觸到任何機密資料。
4. 本人同意貴公司以合理努力,確保電子通知服務的安全性及確保未獲授權的第三方不能進入使用。但是本人確認貴公司對於電子通知服務通過在任何司法管轄區內任何適用的互聯網服務供應商、網絡系統或其他同類型系統所傳送的任何資料的保安、保密或機密事宜,並不作出保證。本人明白並接受所有使用電子通知服務可能涉及的風險,包括(但不限於)電子通知服務在未經本人授權的情況下被截斷、監視、修改、竊改或被送遞或披露予其他方。
5. 本人同意貴公司毋須就貴公司的數據、軟件、電腦、電訊設備或其他設備因本人使用電子通知服務所導致的(包括但不限於)任何損失、損害或支出而承擔任何責任,除非純粹直接因貴公司重大疏忽或蓄意錯失所致,則作別論。
6. 本人同意,若貴公司成功透過電子通知服務遞送至本人指定的電郵地址、手機門號或其他設備,應視已將該通知遞送本人。若貴公司未能將電子通知經由電子通知服務遞送至本人指定的電郵地址,或基於任何理由,貴公司可全權酌情決定將任何通知郵寄往本人最新登記的地址或採取適合的方式發送予本人。
7. 基於使用電子通知服務,本人承諾向貴公司提供其最新及正確的電郵地址。
8. 若貴公司經合理嘗試下未能將與電子通知遞送給本人,貴公司可自動暫停或取消本人電子通知服務的使用(無須進一步通知)及將所印發的紙本通知書郵寄予本人,貴公司可向本人收取相關徵費(如有)。
9. 若本人擬取消電子通知服務的使用,本人須事前依貴公司之要求進行取消服務的申請。在貴公司收到本人的事前通知並確認後,恢復向本人印發紙本通知書,貴公司可向本人收取相關徵費(如有)。
10. 本人確認,任何本人透過電訊設備所收到的電子通知服務的任何資料,均只作本人(而非任何其他人士)的參考用途,不應將之作為與其有關事宜之不可推翻的證據。
11. 貴公司及貴公司為提供電子通知服務而指定之任何電訊公司,均不會為任何未能或延遲向本人傳送資料或資料中的任何錯誤或偏差而負上任何法律責任或責任,除非該責任由貴公司或該電訊公司引致的任何重大疏忽或蓄意錯失所造成。本人明白,貴公司及任何該電訊公司均不會為其合理控制範圍外任何原因所引致之後果(包括但不限於本人的電訊設備因任何原因未能接收資料、任何電訊故障、互聯網服務供應商失靈、電力故障、設備或裝置失靈、停頓、受到干擾或有所不足、天災、政府行為、內亂、罷工、戰爭、火災、水災或爆炸)負上任何法律責任或責任。

Terms and Conditions for e-Notification Service

1. When I agree to use the service provided by CTBC Asia Ltd. ("CTBC Asia") in which an electronic form of notification of my accounts(s), including daily reports, monthly account statement and other notifications from time to time will be sent and made available by electronic means ("e-Notification Service"), I will not receive notification in paper form, except otherwise provided herein. I agree to abide by any and all laws, rules, regulations and official issuances applicable to the e-Notification Service, now existing or which may hereinafter be enacted, issued or enforced, as well as such terms and conditions governing the use of the e-Notification Service CTBC Asia may from time to time stipulate, amend and make available to me in connection with e-Notification Service. I also agree to pay any fee associated with the use of e-Notification Service as CTBC Asia may prescribe from time to time.
2. CTBC Asia have the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the e-Notification Service without giving any reason or prior notice.
3. I understand that e-Notification Services available to me provided that I have appropriate internet and telecommunication services and equipment. I shall keep such equipment used for e-Notification Service secure and stable, and shall prevent anyone else from accessing any confidential information.
4. I agree that CTBC Asia shall use reasonable effort to ensure that the e-Notification Service are secure and cannot be accessed by unauthorized third parties. However, I acknowledge that CTBC Asia do not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via e-Notification Service. I confirm that I understand and accept all possible risks involved in using the e-Notification Service including, without limitation, e-Notification Service being accessed, intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without my authorization.
5. I agree that CTBC Asia shall not be liable for any loss, damages or expenses that I shall incur, including without limitation, any loss or damage caused to my data, software, computer, telecommunications equipment or other equipment in connection with my use of e-Notification Service unless they are caused solely and directly by CTBC Asia's gross negligence or willful default.
6. I agree that the successful delivery of any electronic notification (if applicable) via e-Notification Service by CTBC Asia to my designated email address, mobile phone number or other device shall be deemed to be has been delivered to me. CTBC Asia may, at CTBC Asia's sole discretion, send any notification to my last registered mailing address or by other means as CTBC Asia think proper should CTBC Asia fail to send electronic notifications in connection with the e-Notification Service at my registered email address (or mobile phone number) or for any other reason.
7. I undertake to provide to CTBC Asia my updated and correct email address / mobile phone number in order to use e-Notification Service.
8. Upon reasonable attempt, failing to send electronic notification via e-Notification Service to me, e-Notification Service will be automatically suspended or cancelled without further notice and CTBC Asia will resume sending notification in paper form to me, with applicable charge of fees if any.
9. To cancel the usage of e-Notification Service, I shall make application for cancellation in advance according to CTBC Asia's requirement. Upon cancellation of e-Notification Service, CTBC Asia will resume sending notifications in paper form to me, with applicable charge of fees if any.
10. I acknowledge that any information received by me via my telecommunications equipment is for my (and not any other person's) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.
11. Neither CTBC Asia nor any of the telecommunications companies designated by CTBC Asia will assume any liability or responsibility for any failure or delay in transmitting information to me or for any error or inaccuracy in such information unless it results from any gross negligence or willful default on the part of CTBC Asia or of such telecommunications company. In particular, I understand that neither CTBC Asia nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of my telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, internet service provider failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.

SCHEDULE 3

附件三

ACCOUNT OPENING INFORMATION FORM

開戶資料表 X

- New**
 Review (Please start from PART II)
 Update (Please start from PART II)

Account Number:

帳戶號碼:

[## Optional to fill. If blank, please mark "N.A"]

PART I: CLIENT HISTORY 客戶認識背景							
Client Source 客戶來源							
<input type="checkbox"/>	Direct Contact 直接聯絡						
<input type="checkbox"/>	Referral from existing client 現客戶轉介		(Name of existing client) (現客戶姓名)				
<input type="checkbox"/>	Referral from introducer 介紹人轉介		(Name of Introducer) (介紹人姓名)				
	Client's years of relationship with introducer 客戶與介紹人保持關係多久			Years 年			
<input type="checkbox"/>	Others 其他		(Please specify) (請說明)				
RM's years of relationship with client/introducer# 營業主任與客戶/介紹人#保持關係多久 <i># delete if inappropriate 刪去不適用者</i>			Years 年				
First Meeting with Client 首度拜訪客戶							
Date 日期	Place 地點	Name of Interviewee 被拜訪人姓名	Topics discussed 討論主題				
Exploration of Future Investment Opportunities 未來投資機會探討							
Do you want us to contact you for any future investment opportunity that we consider is appropriate to you? 客戶是否希望本行於未來就本行認為適合客戶的投資機會聯絡客戶				<input type="checkbox"/> Agreed 同意		<input type="checkbox"/> Disagreed 不同意	
Means of Contact 聯絡方法		<input type="checkbox"/> By Telephone 電話	<input type="checkbox"/> By Post 郵遞	<input type="checkbox"/> By Email 電郵		<input type="checkbox"/> In Person 親身拜會	
Accounting Opening Method 開戶模式							
Maintain Business Relationship 業務關係建立		<input type="checkbox"/> Face to Face 面對面	<input type="checkbox"/> By Post 通訊開戶		<input type="checkbox"/> Other 其他: _____		

Remark : Please "tick" in the box



PART II: BASIC CORPORATE INFORMATION 基本公司資料			
<input type="checkbox"/> Corporate 公司戶 <input type="checkbox"/> Partners 合夥企業戶 <input type="checkbox"/> Sole Proprietorship Customer 獨資公司戶			
English Name 英文名稱		Chinese Name 中文名稱	
CI No. 公司註冊證書號碼		BR No. 商業登記證號碼	
Date of Incorporation 註冊日期		Place of Incorporation 註冊地點	
Contact No. 聯絡號碼	Co. Tel. 公司電話		Mobile No. 手提電話
	Email 電郵		Contact Person 聯絡人姓名
Contact Address 聯絡地址	Co. Registered Address 公司註冊地址(英文)		
	Principal Trading/Business Address 主要營業地址(英文)		
	Mail Address 通訊地址		
Nature of Business 業務類別	<input type="checkbox"/> Importers, please specify 進口商,請說明 _____ <input type="checkbox"/> Exporters, please specify 出口商,請說明 _____ <input type="checkbox"/> Manufacturers, please specify 製造商,請說明 _____ <input type="checkbox"/> Wholesalers, please specify 批發商,請說明 _____ <input type="checkbox"/> Retailers, please specify 零售商,請說明 _____ <input type="checkbox"/> Commission Agents 佣金代理商 <input type="checkbox"/> Investment e.g.投資 例如 <input type="checkbox"/> in securities 證券 <input type="checkbox"/> in property 房地產 <input type="checkbox"/> Other 其他,請說明(Please specify) _____ <input type="checkbox"/> Other 其他,請說明(Please specify) _____		
Statement Method 收取結單模式	<input type="checkbox"/> Physical Statement 實體結單		<input type="checkbox"/> Email Statement 電郵結單

客戶投資風險評估表格(公司客戶)
Investment Risk Profiling Assessment (Corporate Customer)

帳戶名稱 Account Name:	帳戶號碼 Account Number:
---------------------------	-----------------------------

一、基本資料與財務狀況:

Basic Information and Financial Status:

項目/風險承受度計分 Project/Risk Tolerance Score				分數 Points
1. 公司成立年期 Company is established for:	<input type="checkbox"/> 1年以內 Within 1 year	<input type="checkbox"/> 超過1年, 3年以內 Over 1 year but within 3 years	<input type="checkbox"/> 3年以上 Over 3 years	
2. 法人代表人或負責人教育程度 Education level of Legal representative or person in charge	<input type="checkbox"/> 國中以下或無法判定 Junior high school or below or unable to determine	<input type="checkbox"/> 高中、職業學校、專科 High school, vocational training, college	<input type="checkbox"/> 大學以上 University or above	
3. 公司年營業收入 Annual Revenue	<input type="checkbox"/> US\$ 10萬以下 US 100K or below	<input type="checkbox"/> US\$ 11萬至 20萬 US 110K to 200K	<input type="checkbox"/> US\$ 21萬以上 US 210K or above	
4. 公司資產總值 Company asset	<input type="checkbox"/> US\$ 20萬以下 US 200K or below	<input type="checkbox"/> US\$ 21萬至 100萬 US 210K to 1 million	<input type="checkbox"/> US\$ 101萬以上 US 101K or above	
5. 資金來源 Source of income (可複選) (Can choose more than one)	<input type="checkbox"/> 儲蓄 Savings <input type="checkbox"/> 退休金 Pension	<input type="checkbox"/> 繼承或贈與 Inheritance or gift <input type="checkbox"/> 公司認股權憑證 Company warrants <input type="checkbox"/> 理財投資所得 Investment	<input type="checkbox"/> 租金收入 Rental income <input type="checkbox"/> 薪資所得(含獎金) Salary (including bonus) <input type="checkbox"/> 經營事業所得 Business Revenue	
6. 可支配投資資金規模(約當美元) Approximate disposable investment capital(US\$)	<input type="checkbox"/> US\$ 20萬以下 US 200K or below	<input type="checkbox"/> US\$ 21萬至 100萬 US 210K to 1 million	<input type="checkbox"/> US\$101萬以上 US 1.01 million or above	

二、投資經濟與目的:

Investment Experience and Objectives:

項目/風險承受度計分 Project/Risk Tolerance Score				分數 Points
1. 投資目的 Investment objective (可複選) (Can choose more than one)	<input type="checkbox"/> 賺取固定收益 Earn fix income <input type="checkbox"/> 長期投資 Long term investment <input type="checkbox"/> 其他 Others	<input type="checkbox"/> 財富累積 Wealth accumulation <input type="checkbox"/> 合法節稅 Legal Tax Saving	<input type="checkbox"/> 閒置資金利用 Use of idle funds <input type="checkbox"/> 資金運用 Fund application	
2. 投資經歷 Investment experience	<input type="checkbox"/> 無 None <input type="checkbox"/> 1年以下 Less than 1 year	<input type="checkbox"/> 1年至2年 1-2 years <input type="checkbox"/> 2年至5年 2-5 years	<input type="checkbox"/> 5年以上 More than 5 years	
3. 投資期限 Investment duration	<input type="checkbox"/> 長期 Long-term	<input type="checkbox"/> 中期 Mid-term <input type="checkbox"/> 不定 Unknown	<input type="checkbox"/> 短期 Short-term	
4. 交易頻率 Transaction frequency	<input type="checkbox"/> 半年 Half a year <input type="checkbox"/> 1年以上 One year or above	<input type="checkbox"/> 每月 Monthly <input type="checkbox"/> 每季 Seasonal	<input type="checkbox"/> 每日 Daily <input type="checkbox"/> 每週 Weekly	
5. 投資金融商品經歷 Experience in financial products investment	<input type="checkbox"/> 基金、債券 Funds, bonds	<input type="checkbox"/> 個股股票、權證、期權、交易所買賣基金(ETF) Individual stocks, warrants, options, exchange traded funds (ETF)	<input type="checkbox"/> 結構型商品 Structured goods	
6. 投資股票類型偏好 Stock investment preference	<input type="checkbox"/> 穩健的大型股 Blue-ship stock	<input type="checkbox"/> 具成長性的中型股 Mid-cap stocks with high potentials	<input type="checkbox"/> 波動幅度大的小型股 Small stocks with high volatility	
7. 可接受的資金槓桿成數 (潛在獲利與潛在損失同等幅度放大) Capital leverage ratio (potential profit and potential loss is enlarged by the same magnitude)	<input type="checkbox"/> 不使用資金槓桿 Do not use capital leverage	<input type="checkbox"/> 槓桿成數 150%以內 Within 150% leverage	<input type="checkbox"/> 槓桿成數 150%以上 150% above leverage	

三、客戶風險偏好及承受:

Customer risk appetite and tolerance:

項目/風險承受度計分 Project/Risk Tolerance Score				分數 Points
1. 預計保本型商品佔投資組合的比重 Expected proportion of capital-guaranteed commodities in the investment portfolio	<input type="checkbox"/> 60%以上 60% or above	<input type="checkbox"/> 40%~59% Between 40% to 59%	<input type="checkbox"/> 39%以下 39% or below	
2. 願意投入所有投資資金的 50% 在哪一種商品 Which product are you willing to invest 50% of your investment?	<input type="checkbox"/> 報酬率-3%至5% ROI - 3%-5%	<input type="checkbox"/> 報酬率-15%至25% ROI - 15% to 25%	<input type="checkbox"/> 報酬率-50%至100% ROI - 50% to 100%	
3. 投資部位整體價值下跌25%時，對日常活動的影響 The level of impact on your daily activities when the overall value of investment dropped by 25%.	<input type="checkbox"/> 影響程度大 Highly impacted	<input type="checkbox"/> 中等影響，尚能承受 Moderate impacted, still tolerable	<input type="checkbox"/> 影響輕微 Slightly impacted	
4. 投資部位若遇到非預期事件發生導致投資部位大幅度損失，尚能動用的預備資金可支應日常營運多久？ If the investment encounters unexpected incidents which caused substantial loss, your current available cash flow is able to support how many months of your company expenses?	<input type="checkbox"/> 0~3個月 0-3 months	<input type="checkbox"/> 3~6個月 Between 3 to 6 months	<input type="checkbox"/> 6個月以上 6 months or above	

評估結果客戶風險承受能力分數:

分(由開戶對保人員填寫)

開戶對保人員簽署 _____

客戶聲明 Customer's Declarations

本人現聲明及確認於_____ (日期/時間)，貴公司職員_____ (職員姓名) 為本人進行投資風險承受能力分析及投資者分類，本人接受及同意以上結果為本人的投資風險承受能力程度及投資者分類。本人已收訖此客戶投資風險評估表格的副本。

I hereby declare and confirm that an Investment Risk Tolerance Analysis and an Investor Characterization are conducted on _____ (date/time) by your staff _____ (Name of staff). I hereby accept and agree that the above result is my Risk Tolerance Level and Investor Characterization on Investment. I acknowledge receipt of a copy of this Customer Investment Risk Assessment Form.

本人現聲明及確認以上關於本人投資檔案，風險承受程度及投資者分類的資料均屬真實及正確。

I hereby declare and confirm that the above information relating to my investment profile, risk tolerance and investor characterization is true and correct.

本人現聲明及確認本人已閱讀及明白附件中有關衍生產品的風險披露。

I hereby declare and confirm that I have read and understand the attachment on risk disclosure for derivative products.

客戶簽署：

Signature of Customer:

日期：

Date:

只供內部使用:

Internal Use Only:

文件於_____ (日期) _____ (時間) _____ (地點) 或以電話錄音 (內線: _____) 完成。

錄音人員:

客戶風險承受等級類型 Customer risk tolerance type	風險承受等級對應分數區間 Risk tolerance level (interval)	客戶風險承受分級評估結果勾選 Customer risk tolerance level
積極型 Active	46 至 51 46 to 51	<input type="checkbox"/>
穩健積極型 Active and steady	39 至 45 39 to 45	<input type="checkbox"/>
穩健型 Steady	32 至 38 32 to 38	<input type="checkbox"/>
保守穩健型 Conservative and steady	25 至 31 25 to 31	<input type="checkbox"/>
保守型 Conservative	17 至 24 17 to 24	<input type="checkbox"/>

風險承受度 Risk tolerance	客戶風險承受類型 Customer risk tolerance type	風險承受類型描述 Customer risk tolerance type description
低 Low	保守型 Conservative	要求高度資本保全，可接受投資報酬率僅略高於定存利率。本類型客戶願意接受所投資的有價證券低幅度波動與低幅度損失。 A high degree of capital preservation is required, and the acceptable return on investment is only slightly higher than the fixed deposit interest rate. This type of customers is willing to accept low fluctuations in the securities they invest with low investment loss.
中低 Medium Low	保守穩健型 Conservative and steady	要求中高度資本保全，追求投資報酬率高於定存利率。本類型客戶願意接受所投資的有價證券中低幅度波動與中低幅度損失。 Medium to high-level capital preservation is required, and the acceptable return on investment is higher than the fixed deposit interest rate. This type of customers is willing to accept low-to-medium fluctuations with medium-low investment loss.
中 Medium	穩健型 Steady	要求中等資本保全，追求投資報酬率高於市場平均。本類型客戶願意接受所投資的有價證券中等幅度波動與中等幅度損失。 Medium capital preservation is required, and the acceptable return on investment is higher than market average. This type of customers is willing to accept moderate fluctuations with medium investment loss.
中高 Medium High	穩健積極型 Active and steady	要求中低度資本保全，追求相對高的投資報酬率。本類型客戶願意接受所投資的有價證券中高幅度波動與中高幅度損失。 Low capital preservation is required, and expected high return on investment. This type of customers is willing to accept medium to high fluctuations and medium to high investment loss.
高 High	積極型 Active	願意承擔高度投資風險，積極追求投資報酬率極大化。本類型客戶願意接受所投資的有價證券高幅度波動與高幅度損失。 Willing to take a high of investment risk and actively pursue the maximization of return on investment. This type of client is willing to accept high fluctuations and high losses in the securities invested.



客戶投資者分類表格(公司客戶)

Customer Investor Characterization Form (For Corporate)

公司帳戶名稱 Corporate Account Name:	公司帳戶號碼 Corporate Account Number:
--------------------------------	----------------------------------

評估準則

Assessment criteria

公司類別

Corporate type

- 客戶是一家設有專屬投資職能的大型公司
Customer is a substantial company with a dedicated investment function
- 客戶是由有關擁有人或獲授權代表作出投資決定的小型私人公司
Customer is a small private company where the investment decision rests with the owner or authorized representative
- 其他與客戶直接有關之相關資料: _____

Other relevant information directly related to the Customer : _____

投資程序及管理架構

Investment process and management structure

- 只有董事或獲授權代表能作出投資決定(包括進行衍生產品交易)
investment decision which includes dealing with derivative products is made by the directors or authorized representative only
- 客戶已作出妥善安排由特設職能或專責人員來負責作出投資決定
Customer is properly organized to have a specialized function or designated person responsible for making investment decision which includes dealing with derivative products
- 其他與客戶直接有關之相關資料: _____

Other relevant information directly related to the Customer : _____

過往投資衍生產品的經驗及對衍生產品的認識 (可選擇多項)

Past investment experience and knowledge in derivative products (can choose more than 1 item)

- 客戶負責作出投資決定的特設職能或專責人員、董事或獲授權代表曾接受有關衍生產品的培訓或修讀相關課程¹
Customer's specialized function or designated person, directors or authorized representative responsible for making investment decision has undergone training or attended courses on derivative products¹
- 客戶負責作出投資決定的特設職能或專責人員、董事或獲授權代表現時或過去有從事與衍生產品有關的工作經驗²
Corporate Customer's specialized function or designated person responsible for making investment decision has current or previous work experience related to derivative products²
- 客戶在過去三年曾執行過五次或以上有關任何衍生產品 (不論是否在交易所買賣) 的交易
Customer has executed five or more transactions in any derivative product (whether traded on an exchange or not), within the past three years

¹ 有關培訓或課程可採用不同形式, 例如可以是由學術或金融機構舉辦的網上或教室課程, 祇要這些課程可為客戶提供有關衍生工具的性質和風險的一般知識。
The training or courses may take different forms, for instance online or classroom courses offered by academic institutions or financial institutions, so long as they provide the customer with general knowledge of the nature and risks of derivatives.

² 有關現時工作經驗, 客戶有至少一年有關經驗。有關過去工作經驗, 客戶在過去三年有至少一年有關經驗。
For current work experience, the customer has at least 1 year of relevant experience. For previous work experience, the customer has at least 1 year over past 3 years of relevant experience.

客戶聲明 Customer's Declarations

本人謹代表本公司聲明及確認於_____ (日期/時間), 貴公司職員_____ (職員姓名) 為本公司進行投資者分類及接受及同意以上為本公司投資者分類的評估結果。本人謹代表本公司已收訖此客戶投資風險評估表格的副本。

I, for and on behalf of the company hereby declare and confirm that an Investor Characterization was conducted on _____ (date/time) by your staff _____ (Name of staff) and accept and agree that the above Assessment Result is the Investor Characterization of the company. I, for and on behalf of the company acknowledge receipt of a copy of this Customer Investor Characterization Form.

本人謹代表本公司聲明及確認以上關於本公司對衍生工具認識的資料均屬真實及正確。

I, for and on behalf of the company hereby declare and confirm that the above information relating to the knowledge of derivatives of the company is true and correct.

客戶簽署：

(獲授權代表)

Signature of Customer:

(by authorized representative)

日期：

Date:

評估結果(已考慮上述及客戶的個別因素)Assessment Result(after taking into account the above and the individual circumstances of the Corporate Customer):

投資者分類: 對衍生工具有認識 對衍生工具沒有認識

Investor Characterization with knowledge of derivatives without knowledge of derivatives

只供內部使用 Internal Use Only

確認人員：

Section C : Directors/Authorized Signers/Beneficial Owners/Principal Shareholders

English (Chinese) Name: 英文(中文)名稱

ID No. 身份證號碼: _____

Passport No. 護照號碼: _____

Nationality 國籍: _____

Company Registration Place
公司註冊地: _____

Certificate of Incorporation No:
公司註冊號碼: _____

Residential address proof:
地址證明 Yes Not Applicable

- Director 董事
- Authorized signer 授權簽字人
- Management 高級主管
- Beneficial Owner (>25% shareholding)
最終受益人(股權大於百份之廿五)
- Principal shareholder (<25% shareholding)
主要股東(股權小於百份之廿五)

[Pls tick more than one box for multiple positions]

English (Chinese) Name: 英文(中文)名稱

ID No. 身份證號碼: _____

Passport No. 護照號碼: _____

Nationality 國籍: _____

Company Registration Place
公司註冊地: _____

Certificate of Incorporation No:
公司註冊號碼: _____

Residential address proof:
地址證明 Yes Not Applicable

- Director 董事
- Authorized signer 授權簽字人
- Management 高級主管
- Beneficial Owner (>25% shareholding)
最終受益人(股權大於百份之廿五)
- Principal shareholder (<25% shareholding)
主要股東(股權小於百份之廿五)

[Pls tick more than one box for multiple positions]

<p>English (Chinese) Name: 英文(中文)名稱</p> <hr/> <p>ID No. 身份證號碼: _____</p> <p>Passport No. 護照號碼: _____</p> <p>Nationality 國籍: _____</p> <p>Company Registration Place 公司註冊地: _____</p> <p>Certificate of Incorporation No: 公司註冊號碼: _____</p> <p>Residential address proof: 地址證明 <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Director 董事</p> <p><input type="checkbox"/> Authorized signer 授權簽字人</p> <p><input type="checkbox"/> Management 高級主管</p> <p><input type="checkbox"/> Beneficial Owner (>25% shareholding) 最終受益人(股權大於百份之廿五)</p> <p><input type="checkbox"/> Principal shareholder (<25% shareholding) 主要股東(股權小於百份之廿五)</p> <p>[Pls tick more than one box for multiple positions]</p>
<p>English (Chinese) Name: 英文(中文)名稱</p> <hr/> <p>ID No. 身份證號碼: _____</p> <p>Passport No. 護照號碼: _____</p> <p>Nationality 國籍: _____</p> <p>Company Registration Place 公司註冊地: _____</p> <p>Certificate of Incorporation No: 公司註冊號碼: _____</p> <p>Residential address proof: 地址證明 <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Director 董事</p> <p><input type="checkbox"/> Authorized signer 授權簽字人</p> <p><input type="checkbox"/> Management 高級主管</p> <p><input type="checkbox"/> Beneficial Owner (>25% shareholding) 最終受益人(股權大於百份之廿五)</p> <p><input type="checkbox"/> Principal shareholder (<25% shareholding) 主要股東(股權小於百份之廿五)</p> <p>[Pls tick more than one box for multiple positions]</p>

<p>English (Chinese) Name: 英文(中文)名稱</p> <hr/> <p>ID No. 身份證號碼: _____</p> <p>Passport No. 護照號碼: _____</p> <p>Nationality 國籍: _____</p> <p>Company Registration Place 公司註冊地: _____</p> <p>Certificate of Incorporation No: 公司註冊號碼: _____</p> <p>Residential address proof: 地址證明 <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Director 董事</p> <p><input type="checkbox"/> Authorized signer 授權簽字人</p> <p><input type="checkbox"/> Management 高級主管</p> <p><input type="checkbox"/> Beneficial Owner (>25% shareholding) 最終受益人(股權大於百份之廿五)</p> <p><input type="checkbox"/> Principal shareholder (<25% shareholding) 主要股東(股權小於百份之廿五)</p> <p>[Pls tick more than one box for multiple positions]</p>
<p>English (Chinese) Name: 英文(中文)名稱</p> <hr/> <p>ID No. 身份證號碼: _____</p> <p>Passport No. 護照號碼: _____</p> <p>Nationality 國籍: _____</p> <p>Company Registration Place 公司註冊地: _____</p> <p>Certificate of Incorporation No: 公司註冊號碼: _____</p> <p>Residential address proof: 地址證明 <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Director 董事</p> <p><input type="checkbox"/> Authorized signer 授權簽字人</p> <p><input type="checkbox"/> Management 高級主管</p> <p><input type="checkbox"/> Beneficial Owner (>25% shareholding) 最終受益人(股權大於百份之廿五)</p> <p><input type="checkbox"/> Principal shareholder (<25% shareholding) 主要股東(股權小於百份之廿五)</p> <p>[Pls tick more than one box for multiple positions]</p>

**only applicable to corporate shareholder(s)

Remark: Please 'tick "in the box

PART VI: DECLARATIONS 第六部份: 聲明

DECLARATION 1: Account Ultimate Beneficial Owner

聲明 1：帳戶最終擁有人

Are you the ultimate beneficial owner of the account to be opened? 台端是否為即將設立的帳戶的最終擁有人？	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	If not, please provide the name and other details of the ultimate beneficial owner, and supporting documents. 如非，請提供最終擁有人姓名及其他詳情，以及身份證明文件。
		No 否 <input type="checkbox"/>	If you are acting as trustee or nominee for others, please give full details of the trust or nominee arrangement. 若台端作為他人之受託人或代理人，請詳敘信託或代理人安排。

Ultimate Beneficial Owner (If applicable) (Must be a natural person)

最終擁有人（如適用）（必須為自然人）

English Name 英文名稱		Chinese Name 中文名稱	
ID/Passport No. 身份證/護照號碼		Date of Birth 出生日期	
Nationality 國籍		Relationship with the accountholder 與帳戶持有人關係	
Contact No. 聯絡號碼	Co. Tel. 公司電話		Co. Fax 公司傳真
	Res. Tel. 住宅電話		Res. Fax 住宅傳真
	Mobile Tel. 手提電話		Email 電郵
Contact Address 聯絡地址	Residential Address 住宅地址		
	Origin Address 原居地址		
	Mail Address 通訊地址		

DECLARATION 2: Politically Exposed Person (PEP)

聲明 2：政治敏感人士

Are you a PEP (as defined below)? 台端算不算是一名政治敏感人士 (定義見下文)?	No 否 <input type="checkbox"/>	Yes 是 <input type="checkbox"/>	If Yes, Please specify : 如是，請詳細列明：
--	----------------------------------	-----------------------------------	---------------------------------------

PEP means individuals being, or who have been, entrusted with prominent public functions, such as heads of state or of government, senior politicians, senior government, judicial or military officials, senior executives of public organizations and senior political party officials.

政治敏感人士係指具公職人士，包括國家或政府領導人、資政、資深政府、司法或軍事官員、公共機構要員及資深政黨人士。

Remark : Please "tick" in the box

DECLARATION 3: Special Relationship

聲明 3: 特別關係申報

RELATIONSHIP WITH EMPLOYEE OF [CTBC OR ITS AFFILIATES (TOGETHER, THE "GROUP")]

與[CTBC 其聯屬公司(「本集團」)僱員的關連

Does the Client or its directors/shareholders have any relationship with any employee/agent of the Group? 客戶或其董事/股東跟本集團僱員有否關連

No 否

Yes 是

(If Yes, the employee/agent's name: _____)

如是, 僱員姓名:

Does any Group Staff* hold any beneficial interest in the Client's Account (Related Account**)?

本集團僱員有否在客戶的賬戶中持有利益

No 沒有 Yes 有

(If Yes, Account Name: _____ Account No: _____)

如有, 賬戶名稱:

賬戶號碼:

* "Group Staff" means staff of the Group who are licensed with the SFC or registered as relevant individuals with the HKMA.

「本集團僱員」指本集團已獲證監會或金管局註冊/登記的僱員。

** "Related Accounts" includes the Accounts of the minor children or in which beneficial interest is owned by a Group staff as described above.

「關連賬戶」包括本集團僱員子女的賬戶或其本人是利益擁有者的賬戶。

RELATIONSHIP WITH OTHER SECURITIES HOUSE/REGISTERED INSTITUTION

跟其他證券公司/註冊機構的關連

Is any of the Client a licensed person employed by another Securities House or a registered relevant individual employed by a Registered Institution?

客戶是否受僱於其他證券公司/或其他註冊機構

No 否

Yes*** 是

(If Yes, employer's name: _____ position: _____)

如是, 僱主名稱:

職位:

*** The Client understands that under the requirements of the SFC Code, a written consent must be obtained by [CTBC from my/our Employer prior to operating on my/our new Account. In addition, if no response has been received from my/our Employer or objection has been received within 14 days, [CTBC will deem that a formal objection has been received from my/our Employer and will not proceed with the opening of the Account accordingly.

*** 客戶明白, 根據《SFC 操守準則》, 於本人/吾等可營運賬戶前, [CTBC]必先獲得本人/吾等僱主書面同意。而且, 若[CTBC]未有於14天內收到本人/吾等僱主回應, 則視為本人/吾等僱主已正式提出反對, 本人/吾等亦因此不能開立賬戶。

DECLARATION 4: Relationship with listed companies
聲明 4: 與上市公司關係

Are you or your spouse/dependent children a shareholder or director of any listed company in any jurisdiction?
 客戶/客戶配偶/子女是否為任何國家/地區上市公司的股東/董事?

Note: It is the personal obligation for customer to comply with insider dealing laws in any applicable jurisdiction.
注意：客戶有個人責任遵守任何適用國家/地區內幕交易法規。

No 否 <input type="checkbox"/>	Yes 是 <input type="checkbox"/>	Shareholder/ Director Name(s) 股東/董事名稱	
		Listed Company Name(s) 上市公司名稱	
		Shareholding(s)/ Directorship(s) 持股量/董事職務	

客戶款項常設授權 CLIENT MONEY STANDING AUTHORITY

根據《證券及期貨(客戶款項)規則》所設立的常設授權 Authority given pursuant to the Securities and Futures (Client Money) Rules

本授權根據《證券及期貨(客戶款項)規則》，涵蓋中國信託綜合證券(香港)有限公司(下稱「中國信託」)為我/我們在香港持有或收取並存放於一個或多個獨立賬戶內的款項(包括因持有但並非屬於中國信託的款項而產生之任何利息)(下稱「款項」)。

This authority is given pursuant to the Securities and Futures (Client Money) Rules, which covers money held or received by CTBC Asia Ltd ("CAL") in Hong Kong(including any interest derived from holding the money which does not belong to CAL) in one or more segregated account(s) on my/our behalf ("Monies").

我/我們授權中國信託可依其絕對酌情權按下列方式行事，而無須向我/我們發出事先通知或通知，亦無須向我/我們事先取得任何授權或指示：

I/We hereby authorize CAL in its sole discretion to act any of the following, without giving me/us any prior notice or notice or obtain my/our prior confirmation or direction:

1. 組合或合併(個別地或與其他賬戶聯合進行)中國信託所維持的任何或全部獨立賬戶，中國信託可將該等獨立賬戶內任何數額之款項作出轉移，以符合我/我們對中國信託確實、或然、原有、附帶、有抵押、無抵押、共同或分別的的義務或法律責任；

Combine or consolidate any or all segregated accounts of any name whatsoever and either individually or jointly with others, maintained by CAL 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 CAL, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several;

2. 為我/我們及代表我/我們於香港或海外進行交易之目的，轉移任何數額之款項至任何中國信託在香港或海外之交易對手、代理經紀或清算代理所開立維持的任何交易/清算/交收賬戶；及

Transfer any sum of Monies to any trading/clearing/settlement account(s) maintained by CAL with its counterparty(ies), agent brokers and(or) clearing agent(s) in Hong Kong or overseas for the purpose of dealing in Hong Kong or overseas transaction(s) for and on my/our behalf; and

3. 將我/我們的款項兌換為任何貨幣。

Exchange my/our Monies into any other currency(ies).

本授權乃鑑於中國信託同意繼續我/我們於中國信託的戶口。

This authority is given to CAL in consideration of its agreeing to continuously maintain any account for me/us under CAL.

本授權並不損害中國信託可享有有關處理該等獨立賬戶內款項的其他授權或權利。

This authority is given without prejudice to other authorities or rights which CAL may have in relation to dealing in Monies in the segregated accounts.

本授權由本資料表簽發日期起 12 個月內有效。

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

我/我們可以向中國信託在資料表所列明之地址發出書面通知，以撤回本授權。有關的生效日期為爾等真正收到該等通知後 14 日起計算。

This authority may be revoked by giving CAL written notice to the address specified on this Form. Such notice shall take effect upon the expiry of 14 days from the date of CAL's actual receipt of such notice.

我/我們明白爾等若在本授權的有效期屆 14 日前發出書面通知，以提醒本授權即將屆滿，而我/我們沒有在本授權屆滿前反對此授權續期，本授權書應當作已被續期。

I/We understand that this authority shall be deemed to be renewed on a continuing basis without my/our written consent if CAL 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.

倘若本授權的中文本與英文本在解釋或意義方面有任何歧義，我/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.

我/我們已閱讀、明白及同意本授權的內容。

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

我/我們已閱讀、明白及不同意本授權的內容。

I/We have read, understand and not accept the contents of this authority.

客戶簽署：

(獲授權代表)

Signature of Customer:

(by authorized representative)

日期：

Date:

PART VII: COMMENT BY INTERVIEWER
第七部：訪談人意見

SOURCE OF FUND 資金來源

Source of Wealth 財富來源	
Country 國家	
Name of Bank 銀行帳戶名稱	
Account Number 銀行帳戶號碼	

STAFF DECLARATIONS 職員聲明

I confirm that I have performed the due diligence on the above customer. To the best of my knowledge and belief, based on the information gathered in this Account Opening Information Form, I am of the view that the customer and his/her/its source of funds/income are proper and acceptable to [CTBC] pursuant to the internal policies and procedures, and in accordance with the anti-money laundering laws in the applicable jurisdictions.

本人確認，本人已就上述客戶進行盡職審查。憑著本表格內所填報的資料，依本人所知道及相信，本人認為客戶及其資金來源根據中國信託內部政策及程序及於有關國家/地區適用的防洗錢法律均屬合法及可接受。

I also DECLARE have provided the customer with risk disclosure statement attached to the client agreement in a language which the customer understand(s) and have invited the customer to read it, ask questions and take independent advice, if the customer so wishes.

本人並**聲明**，本人已給客戶一份以客戶懂的語言所寫並附於開戶合約的風險預告書，及已邀請客戶閱讀、提問及(如客戶需要)尋求獨立意見。

Name of Relationship Manager*/Relevant Individual (CE No: _____)

營業主任/有關人士姓名 (CE 號碼: _____)

Date 日期:

**SCHEDULE 4 附件四
AUTHORIZATION FORM**

授權代表同意書

Set out below are the Authorized Person(s) who can handle and trade for the Client in respect of the Account and their particulars: 下列可為客戶處理賬戶及進行交易的授權代表名單及詳情：

Part I: AUTHORIZED PERSON(S) – Written Instruction Only 第一部份：授權代表 – 書面指示					
	Authorized Person Name 授權代表的全名	ID Card No. 身份證號碼	Passport No. 護照號碼	relationship 關係	Specimen Signatures 簽名樣本
A/B*					
A/B*					
A/B*					
A/B*					

SIGNING INSTRUCTION 簽署指引
<input type="checkbox"/> Signed by any one of the Authorized Signatories singly in Group A/B* (if applicable) 由 A/B*組(如適用)的授權代表當中的一人簽署
<input type="checkbox"/> Signed by any _____ of the Authorized Signatories jointly in Group A/B* (if applicable) 由 A/B*組(如適用)的____位授權代表共同簽署
<input type="checkbox"/> Other signing instruction, i.e. _____ 其他簽署指示, 即

Part II: AUTHORIZED PERSON(S) – Verbal Instructions Only (Limited to Trading Ticket) 第二部份：授權代表 – 口頭指示 (僅適用於交易單)					
Authorized Person Name 授權代表的全名	ID Card No. 身份證號碼	Passport No. 護照號碼	relationship 關係	Trading Limit (if applicable) 交易限額 (如適用)	Specimen Signatures 簽名樣本

* delete if inappropriate 若不適用則刪除

SCHEDULE 6 附件六

BOARD RESOLUTION

Company Name: _____ (the “**Company**”)

Registered Office: _____

Date & Time: _____

TO: CTBC Asia Limited (“**CAL**”)

At a Meeting of the Board of Directors of the Company held at such place on such date and time as specified above the following resolutions were passed and are now in full force and effect:

1. That a securities trading account (“**Account**”) be opened with CAL in the name of the Company and that additional Accounts may be opened and maintained in the books of CAL in the name of the Company from time to time for the purpose of trading in securities subject to the terms and conditions in a Cash/Custodian Client’s Agreement (“**Agreement**”), a copy of which was produced at the Meeting. Terms and conditions used in the Agreement shall have the same meaning when used in these Resolutions.
2. That the persons whose details and specimen signatures set out in the Schedule hereto (“**Authorized Person**”) be and are hereby authorized to have full authority to represent the Company in all matters in relation to all dealings with CAL and to sign for and on behalf of the Company in accordance with the signing instructions specified in the Schedule hereto and that such list of Authorized Person may be amended or supplemented from time to time by written notice of any Director of the Company to CAL and that CAL be entitled to act and rely upon the list or such notice until receipt by the Broker of such further notice.
3. That the Agreement in the form produced to the Meeting is hereby approved and any of the Authorized Signatories be and are hereby authorized to sign the Agreement on behalf of the Company.
4. That CAL be instructed to honor and comply with all directions and instructions given for or in respect of the Account and any other accounts of any kind whatsoever on behalf of the Company provided that such directions, if written, are signed in accordance with the signing instructions specified in the Part 1 of the Schedule and, if verbal, are given by any of the Authorized Signatories whose name set out in Part 2 of the Schedule.
5. That CAL be authorized to debit any of the Accounts for any brokerage, commission, fee, or expense payable by the Company pursuant to the Agreement.
6. That in the absence of any direction to the contrary all Account subsequently opened shall be operated and dealt with upon the terms set out herein insofar as the same may be applicable.
7. That CAL be forthwith supplied with a copy of the Certificate of Incorporation, Business Registration Certificate and Memorandum and Articles of Association of the Company and with copies of any amending special resolutions that may from time to time be passed as soon as the same are passed.
8. That a copy of any resolution of the Board of the Company purporting to be certified as correct by the

Chairman of the Meeting shall as between CAL and the Company be conclusive evidence of the passing of the resolution as certified.

9. That the resolutions of this meeting be communicated to CAL and shall remain in full force and effect until an amending resolution shall be passed by the Board of Directors of the Company and a copy thereof certified by the Chairman of the Meeting shall be communicated to and actually received by CAL.

I hereby certify the foregoing to be true copies of Resolutions as entered in the Minute Book of the Company passed at a meeting of the Board of Directors of the Company (at which the necessary quorum was present) held on the date first above written of which meeting due notice was given to every person entitled to receive the same.

I further certify that the names of the Authorized Signatories required to operate the Account on behalf of the Company and their specimen signatures, as supplied to CAL, are correct and genuine.

Chairman

CLIENT CONFIRMATION
客戶確認

I/We, the undersigned, agree and confirm that I/we:-
本人/吾等，以下簽署者，同意及確認，本人/吾等:-

- (1) have read, been explained, understood, accepted and agreed to be bound by this Agreement;
已閱讀、獲解釋、明白、接受及同意受本協議書約束；
- (2) have appointed and authorized (if completed) the Authorized Person(s) as named in the Authorization Form;
已委任及授權(如完成)授權代表書中所列的授權代表；
- (3) have been given a copy of, and been invited to read, ask questions and take independent advice on, the Risk Disclosure Statement in a language of the Client's choice if the Client so wishes; and that I/we have read, understood, accepted and agreed to be bound thereby; and
已經按照所選擇的語言獲得一份《風險披露聲明書》，並獲邀閱讀，發問問題及(如客戶需要)獲得獨立意見；以及確認本人/吾等已經閱讀、明白、接受及同意受《風險披露聲明書》所限制；及
- (4) am/are not located within the United States or Canada and am/are not a U.S. Person within the meaning of Regulation S under the Securities Act (which includes any person resident in the United States and any partnership or corporation organized or incorporated under the law of the United States) or a resident of Canada.
本人/吾等不在美國或加拿大，及本人/吾等不是《證券法》的《S 法規》所定義的美國人(包括任根據美國法令的美國居民及根據美國法律成立的合夥企業及公司)或加拿大居民。

EXECUTION BY CORPORATE CLIENT ONLY
企業客戶簽署

Company Chop/Seal
公司印鑑/鋼印

Authorized Signature on behalf of the Client
公司客戶授權代表簽署

Name: _____
姓名
HKID/Passport No: _____
香港身份證/護照號碼
Date: _____
日期

Authorized Signature on behalf of the Client
公司客戶授權代表簽署

Name: _____
姓名
HKID/Passport No: _____
香港身份證/護照號碼
Date: _____
日期

WITNESS FOR ACCOUNT OPENING

開戶見證

I, the undersigned witness, hereby certify that I have witnessed the signing of this Agreement and have sighted the related identity documents of the Client.

本人，以下簽署者，證明本人已見證本協議書的簽署以及客戶的相關文件

Name of Witness: _____ Witness Signature _____

見證人姓名 見證人簽署

Occupation: _____ Address: _____

職業住址

The following fields are dedicated to the identity confirmation of the branch of CTBC Securities Co., Ltd. (hereinafter referred to CTBC) (Please put a V in the field below, and all fields must be checked, otherwise CAL will not be able to open an account.)

以下欄位為中國信託綜合證券股份有限公司(下稱台灣母公司)之所屬分公司身份確認專用(請於以下欄位打 V，下列欄位皆須勾選，否則 CAL 將不得開戶)

The witness is either the branch manager or an agent.

本見證人之身份為分公司經理人或其職務代理人

The witness has confirmed that the client is a client of CTBC, and the branch to which the client account belongs is the _____ branch (if the same client opens an account in more than two branches, please choose one to fill in).

本見證人已確認所見證之客戶為台灣母公司之客戶，客戶帳戶所屬分公司為_____分公司(如同一客戶在兩家以上分公司開立帳戶，請擇一填寫)

Note: Witness for Account Opening By Post - *If the Client opens the Account by way of post, please arrange for other licensed or registered person, an affiliate of a licensed or registered person, a Justice of Peace, or a professional person such as a branch manager of a bank, certified accountant, lawyer or notary public to witness your signing of this Agreement and the sighting of related identity documents.*

注意： 郵寄開戶見證 - 若客戶以郵寄方式開立賬戶，則客戶協議的簽立，及有關的身分證明文件的見證，須由其他持牌人或註冊人、持牌人或註冊人的聯繫人士、太平紳士或專業人士例如銀行分行經理、執業會計師、律師或公證人加以驗證。

DECLARATION BY CAL STAFF

CAL職員的聲明

I, the undersigned, have provided the Client with the Risk Disclosure Statement attached to the Client Agreement in a language which the Client understand(s) and have invited the Client to read it, ask questions and take independent advice, if the Client wishes.

本人，以下簽署者，已提供能讓客戶了解的附於本協議書內的《風險披露聲明書》，及邀請客戶閱讀，詢問，(如需要)並獲取獨立意見。

Name of staff: _____

職員姓名 (IN BLOCK LETTERS) (請用大階填寫)

(CE No.: _____)

CE號碼日期

Date: _____

ACCEPTANCE BY CAL

CAL接受

For and on behalf of CTBC Asia Limited

代表中國信託綜合證券(香港)有限公司

Authorized Signature 授權簽署

Name : _____

姓名

Date: _____

日期: