



**中國信託證券**  
CTBC SECURITIES

## **CTBC ASIA LIMITED**

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

A licensed corporation under  
the Hong Kong Securities and Futures Commission (AJF262)  
for  
(Type 1) dealing in securities,  
(Type 4) advising on securities,  
(Type 6) advising on corporate finance, and  
(Type 9) asset management

### **PROFESSIONAL INVESTOR (Individual) ACCOUNT OPENING DOCUMENT PACKAGE**



# 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.

aggregation with other client's orders will not, over a period of several such orders, disadvantage the Client in relation to other clients.

- 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
- 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 unpaid 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 not with-standing 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 our 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, 28<sup>th</sup> 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.
- 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.

receipt of a written notice of such death.

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

# 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 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 counterparty. 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.

## **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  
 28<sup>th</sup> 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.

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.

## **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.



## PROFESSIONAL INVESTOR DECLARATION FORM

Date:

From:

To: CTBC Asia Limited

Dear Sirs:

### CTBC Asia Limited (the “Company”)

I/we hereby certify that I am/we are a “*professional investor*” as that term is defined in the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong (the “SFO”) and (if applicable in my/our case) the Securities and Futures (Professional Investor) Rules, Chapter 571 subsidiary legislation, and that I/we fall within the one or more of the following categories of the definition of “*professional investor*” as set out below (*please tick the appropriate box*) and are in possession of any required documentation to evidence such ticked category:

- a trust corporation (*Note 1*) having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HK\$40 million or its equivalent in any foreign currency (*Note 2*);
- an individual, either alone or with any of his associates (*Note 3*) on a joint account, having a portfolio (*Note 4*) of not less than HK\$8 million or its equivalent in any foreign currency (*Note 5*);
- a corporation or partnership having a portfolio (*Note 4*) of not less than HK\$8 million or its equivalent in any foreign currency (*Note 6*);
- a corporation or partnership having total assets of not less than HK\$40 million or its equivalent in any foreign currency (*Note 6*);
- a corporation the sole business of which at the relevant date is to hold investments and which at relevant date is wholly owned by one or more of the following persons:-
  - a trust corporation (*Note 1*) having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HK\$40 million or its equivalent in any foreign currency (*Note 2*);
  - an individual who, either alone or with any of his associates (*Note 3*) on a joint account, has a portfolio (*Note 4*) of not less than HK\$8 million or its equivalent in any foreign currency (*Note 5*);
  - a corporation or partnership having a portfolio (*Note 4*) of not less than HK\$8 million or its equivalent in any foreign currency (*Note 6*);
  - a corporation or partnership having total assets of not less than HK\$40 million or its equivalent in any foreign currency (*Note 6*).
- a recognised exchange company, recognised clearing house, recognised exchange controller or recognised investor compensation company, or a person authorised to provide automated trading services under section 95(2) of the SFO;
- an intermediary (*Note 7*), or a person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong;
- an authorised financial institution (*Note 8*), or a bank which is not an authorised financial institution but is regulated under the law of any place outside Hong Kong;
- an insurer authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong), or a person carrying on insurance business and regulated under the law of any place outside Hong Kong;
- a collective investment scheme (*Note 9*) authorised under section 104 of the SFO or any person by whom any such scheme is operated;
- a scheme which, if not a collective investment scheme (*Note 9*) authorised under section 104 of the SFO, is similarly constituted under the law of any place outside Hong Kong and, if it is regulated under the law of such place, is permitted to be operated under the law of such place, or any person by whom any such scheme is operated;



- a registered scheme as defined in section 2(1) of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong), or its constituent fund as defined in section 2 of the Mandatory Provident Fund Schemes (General) Regulation (Chapter 485 subsidiary legislation), or a person who, in relation to any such registered scheme, is an approved trustee or service provider as defined in section 2(1) of that Ordinance or who is an investment manager of any such registered scheme or constituent fund;
- a registered scheme as defined in section 2(1) of the Occupational Retirement Schemes Ordinance (Chapter 426 of the Laws of Hong Kong), or a person who, in relation to any such scheme, is an administrator as defined in section 2(1) of that Ordinance;
- a scheme which is an offshore scheme as defined in section 2(1) of Occupational Retirement Schemes Ordinance (Chapter 426 of the Laws of Hong Kong) and, if it is regulated under the law of the place in which it is domiciled, is permitted to be operated under the law of such place, or a person who, in relation to any such scheme, is an administrator as defined in section 2(1) of that Ordinance;
- a government (other than a municipal government authority), an institution which performs the functions of a central bank, or a multilateral agency;
- a wholly-owned subsidiary of (i) an intermediary (*Note 7*), or (ii) a person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong;
- a wholly-owned subsidiary of (i) an authorised financial institution (*Note 8*), or (ii) a bank which is not an authorised financial institution but is regulated under the law of any place outside Hong Kong;
- a holding company which holds all the issued share capital of (i) an intermediary (*Note 7*), or (ii) a other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or a wholly-owned subsidiary of such holding company; or
- a holding company which holds all the issued share capital of (i) an authorised financial institution (*Note 8*), or (ii) a bank which is not an authorised financial institution but is regulated under the law of any place outside Hong Kong; or a wholly-owned subsidiary of such holding company.

CPI Assessments – applicable to Corporate Professional Investors

In relation to the products and markets in which we will invest, we certify that:-

1. We have the appropriate corporate structure and investment process and controls;
2. The person(s) responsible for making investment decisions on behalf of us has(have) sufficient investment background (including the investment experience of such person(s)); and
3. We are aware of the risks involved which is considered in terms of the person(s) responsible for making investment decisions.

By signing and returning this declaration with all the required supporting documents, I/We acknowledge that the risks and consequences of being treated as a Professional Investor have been explained to me/us and we accept to be treated as Professional Investor. I/We agree to inform CTBC Asia Limited in the event that any information I/we have set out above ceases to be true and accurate.

Yours faithfully,  
For and on behalf of

\_\_\_\_\_  
Authorised Signatory

Name:

Title:



Notes:

- The term “trust corporation” means (i) any trust company registered under Part VIII of the Trustee Ordinance (Chapter 29 of the Laws of Hong Kong); or (ii) any other corporation which (A) carries on a business which is of a nature similar to that of a trust corporation referred to in paragraph (i); and (B) is regulated under the law of any place outside Hong Kong.
- The “total assets” should be:
  - (i) as stated in the most recent audited financial statement prepared:
    - (A) in respect of the trust corporation; and
    - (B) within 16 months before the relevant date;
  - (ii) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:
    - (A) in respect of the trust or any of the trusts; and
    - (B) within 16 months before the relevant date; or
  - (iii) as ascertained by referring to one or more custodian statements issued to the trust corporation:
    - (A) in respect of the trust or any of the trusts; and
    - (B) within 12 months before the relevant date;

The term “custodian statements” means a statement of account issued by a custodian.

The term “relevant date” means the date hereof and the date on which any advertisement, invitation or document in relation to the offer of interests in the Fund is issued to you.

- The term “associate”, in relation to an individual, means the spouse or any child of the individual.
- The term “portfolio” means a portfolio comprising any of the following:
  - (i) securities;
  - (ii) a certificate of deposit issued by:
    - (A) an authorised financial institution (as defined in section 2(1) of the Banking Ordinance, Chapter 155 of the Laws of Hong Kong) in Hong Kong; or
    - (B) a bank which is not an authorised financial institution but is regulated under the law of any place outside Hong Kong; or
  - (iii) in relation to an individual, corporation or partnership, money held by a custodian for the individual, corporation or partnership.
- A portfolio of an individual should be:
  - (i) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
  - (ii) as ascertained by referring to one or more custodian statements issued to the individual (either alone or with the associate) within 12 months before the relevant date.

Please see note 2 above for the definition of “relevant date”

- A portfolio of a corporation or partnership should be ascertained by referring to:
  - (i) the most recent audited financial statement prepared:
    - (A) in respect of the corporation or partnership (as the case may be); and
    - (B) within 16 months before the relevant date; or
  - (ii) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date.
- The term “intermediary” means any licensed corporation or registered institution under the SFO.
- The term “authorised financial institution” means an authorised institution under section 2(1) of the Banking Ordinance, Chapter 155 of the Laws of Hong Kong.
- The term “collective investment scheme” means:
  - (i) arrangements in respect of any property:
    - (A) under which the participating persons do not have day-to-day control over the management of the property, whether or not they have the right to be consulted or to give directions in respect of such management;
    - (B) under which:
      - (a) the property is managed as a whole by or on behalf of the person operating the arrangements;
      - (b) the contributions of the participating persons and the profits or income from which payments are made to them are pooled; or



- (c) the property is managed as a whole by or on behalf of the person operating the arrangements, and the contributions of the participating persons and the profits or income from which payments are made to them are pooled; and
  - (C) the purpose or effect, or pretended purpose or effect, of which is to enable the participating persons, whether by acquiring any right, interest, title or benefit in the property or any part of the property or otherwise, to participate in or receive:
    - (a) profits, income or other returns represented to arise or to be likely to arise from the acquisition, holding, management or disposal of the property or any part of the property, or sums represented to be paid or to be likely to be paid out of any such profits, income or other returns; or
    - (b) a payment or other returns arising from the acquisition, holding or disposal of, the exercise of any right in, the redemption of, or the expiry of, any right, interest, title or benefit in the property or any part of the property; or
- (ii) arrangements which are arrangements, or are of a class or description of arrangements, prescribed by notice under section 393 of this Ordinance as being regarded as collective investment schemes in accordance with the terms of the notice, but does not include:
  - (1) arrangements operated by a person otherwise than by way of business;
  - (2) arrangements under which each of the participating persons is a corporation in the same group of companies as the person operating the arrangements;
  - (3) arrangements under which each of the participating persons is a bona fide employee or former employee of a corporation in the same group of companies as the person operating the arrangements, or a spouse, widow, widower, minor child (natural or adopted) or minor step-child of such employee or former employee;
  - (4) franchise arrangements under which the franchisor or franchisee earns profits or income by exploiting a right conferred by the arrangements to use a trade name or design or other intellectual property or the goodwill attached to it;
  - (5) arrangements under which money is taken by a solicitor from his client, or as a stakeholder, acting in his professional capacity in the ordinary course of his practice;
  - (6) arrangements made for the purposes of any fund or scheme maintained by the Commission, or by a recognized exchange company, recognized clearing house, recognized exchange controller or recognized investor compensation company, under any provision of this Ordinance for the purpose of providing compensation in the event of default by an exchange participant or a clearing participant;
  - (7) arrangements made by any credit union in accordance with the objects thereof;
  - (8) arrangements made for the purposes of any chit-fund permitted to operate under the Chit-Fund Businesses (Prohibition) Ordinance (Chapter 262 of the Laws of Hong Kong);
  - (9) arrangements made for the purposes of the Exchange Fund established by the Exchange Fund Ordinance (Chapter 66 of the Laws of Hong Kong);
  - (10) arrangements which are arrangements, or are of a class or description of arrangements, prescribed by notice under section 393 of this Ordinance as not being regarded as collective investment schemes in accordance with the terms of the notice.



### **Consequences of Being Treated as a Professional Investor**

If you will be treated as a Professional Investor, we are not required to provide you with contract notes, statements of account or receipts pursuant to the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules.

In addition, we have set out below an explanation of the risks and consequences of being treated as a Professional Investor under the Code of Conduct for your information.

If you are treated as an Individual Professional Investor or if you are treated as a Corporate Professional Investor but does not fulfill the CPI Assessments, notwithstanding any declaration from you, we will observe relevant regulatory obligations in paragraphs (a), (b), (f), (g), (h) and (i) from which we cannot be exempted.

- (a) Client agreement – We are not required to enter into a written agreement with you in the form contemplated by the Code of Conduct relating to the services which are to be provided to you.
- (b) Risk Disclosures – We are not required to provide you with the risk disclosure statements required by the Code of Conduct in respect of the risks involved in any transactions we recommend to you or to bring those risks to your attention.
- (c) Information about the Firm – We are not required to provide you with information about our business or the identity and status of employees or others acting on our behalf with whom you may have contact.
- (d) Prompt Confirmation – We are not required by the Code of Conduct to confirm promptly the essential features of a transaction after effecting a transaction for you.
- (e) Nasdaq – Amex Pilot Program – if you wish to deal through the Stock Exchange of Hong Kong in securities admitted to trading on the Exchange under the Nasdaq – Amex Pilot Program, we are not required to provide you with documentation about the program.
- (f) Information about Clients – We are not required to establish your financial situation, investment experience or investment objectives.
- (g) Disclosure of transaction related information – We are not required to disclose the transaction related information (e.g. monetary or non-monetary benefits) we receive for distributing investment products.
- (h) Suitability – We are not required to ensure that a recommendation is suitable for you in light of your financial situation, investment experience or investment objectives.
- (i) Discretionary Accounts – We are not required, in connection with any discretionary account, to follow certain provisions set out in the Code of Conduct in relation to the procedures to be followed to obtain from you authority in writing prior to effecting transactions for your account and are not required to explain such authority or reconfirm it on an annual basis.



**ACCOUNT OPENING INFORMATION FORM - PROFESSIONAL INVESTOR**  
**(Individual)**  
**(CONFIDENTIAL – FOR INTERNAL USE ONLY)**

Account Number:

PART I: CLIENT HISTORY											
Source											
<input type="checkbox"/>	Direct Contact										
<input type="checkbox"/>	Referral from existing client	(Name of existing client)									
<input type="checkbox"/>	Referral from introducer	(Name of Introducer)									
<input type="checkbox"/>	Others	(Please specify)									
RM's years of relationship with client				Years							
Meeting with Client											
Date		Place		Name of Interviewee		Topics discussed					
Exploration of Future Investment Opportunities											
Do you want us to contact you for any future investment opportunity that we consider is appropriate to you?						<input type="checkbox"/>	Agreed	<input type="checkbox"/>	Disagreed		
Means of Contact	<input type="checkbox"/>	By Telephone	<input type="checkbox"/>	By Post	<input type="checkbox"/>	By Email	<input type="checkbox"/>	In Person			
PART II: BASIC INFORMATION											
English Name						Chinese Name					
ID No.						Passport No.					
Date of Birth						Birth Place					
Gender						Nationality					
Contact No	Co. Tel.				Email						
	Res. Tel.				Mobile Tel.						
Contact Address	Residential Address										
	Origin Address										
	Mail Address										
Employment	<input type="checkbox"/>	Employed	<input type="checkbox"/>	Housewife	<input type="checkbox"/>	Owned	<input type="checkbox"/>	Retired			
Employer Name					Position Held						
					Employed Since						
Business Nature of Employer											
Statement Method	<input type="checkbox"/>	Physical Statement				<input type="checkbox"/>	Email Statement				



客戶投資風險評估表格(個人客戶)

Investment Risk Profiling Assessment (Individual Customer)

帳戶名稱 Account Name:	帳戶號碼 Account Number:
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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. 客戶年齡 Customer Age	<input type="checkbox"/> 24 歲以下或 70 歲以上 Below 24 or above 70	<input type="checkbox"/> 51 歲至 69 歲 Between 51-69	<input type="checkbox"/> 25 歲至 50 歲 Between 25 to 50	
2. 教育程度 Education level	<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. 個人年收入 Annual income	<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. 個人財產總值 Personal 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	<input type="checkbox"/> 子女教育金 Children's education fund <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	
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**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生活多久? If the investment encounters unexpected incidents which caused substantial loss, your current available cash flow is able to support how many months of your living 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(個人客戶)  
Customer Investor Characterization Form (For Individual)

帳戶名稱 Account Name:	帳戶號碼 Account Number:
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客戶被評估為有(可選擇多項):

The customer is assessed as having (can choose more than 1 item):

- 曾接受有關衍生產品的培訓或修讀相關課程<sup>1</sup>  
undergone training or attended courses on derivative products\*<sup>1</sup>
- 現時或過去與衍生產品有關的工作經驗<sup>2</sup>  
current or previous work experience related to derivative products<sup>2</sup>
- 曾買賣衍生產品的經驗<sup>3</sup>  
prior trading experience in derivative products<sup>3</sup>
- 沒有買賣衍生產品的相關認識  
No understanding in derivative products

<sup>1</sup> 有關衍生產品的培訓或課程可以採用不同的形式,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 on derivative products 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.*

<sup>2</sup> 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.*

<sup>3</sup> 客戶自此評估開始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。

*The customer has executed five or more transactions in any derivative product (whether traded on an exchange or not), within the past three years as from the date of this assessment.*

Note :Dealing in derivative products include but are not limited to the following: real estate investment trusts (REITs) / exchange traded funds (ETFs) / debt securities / real estate investment trusts (REITs), equity linked notes, currency linked notes/ investment contracts, structured notes, warrants, future contracts and option contracts and unit trusts/mutual funds other than exchange traded funds.

附註:買賣衍生產品包括(但不限於)以下產品:房地產投資信託基金及交易所買賣基金/債券、股票掛鈎票據、貨幣掛鈎票據/投資合約、結構性票據、認股權證、期貨合約及期權合約及交易所買賣基金以外的單位信託/互惠基金。

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

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)為本人進行投資者分類,本人接受及同意以上為本人投資者分類的評估結果。本人已收訖此客戶投資者分類表格的副本。

I 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 my Investor Characterization. I acknowledge receipt of a copy of this Customer Investor Characterization Form.

本人現聲明及確認以上關於本人對衍生工具認識的資料均屬真實及正確。

I hereby declare and confirm that the above information relating to my knowledge of derivatives is true and correct.

客戶簽署:

Signature of Customer:

日期:

Date:

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:



<b>PART IV: DECLARATION</b>			
<b>A. Ultimate Beneficial Owner</b>			
Are you the ultimate beneficial owner of the Account?			
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Name of Owner	
		ID/Passport No	
		Address	
<b>B. Related Client/Account</b>			
Are you a member of the same immediate family/same group of companies who/which is another margin client of CTBC Asia Limited?			
No <input type="checkbox"/>	Yes <input type="checkbox"/>	Account Name	
		Account No	
<b>C. Further Account(s)</b>			
Do you have any other account with CTBC group?			
No <input type="checkbox"/>	Yes <input type="checkbox"/>	Account Name	
		Account No	
		Name of companies	
<b>D. Relationship with listed companies</b>			
Are you or your substantial shareholder or his spouse/dependent children a shareholder or director of any listed company in any jurisdiction?			
No <input type="checkbox"/>	Yes <input type="checkbox"/>	Shareholder/ Director Name(s)	
		Listed Company Name(s)	
		Shareholding(s)/ Directorship(s)	
<b>E. Relationship with our group</b>			
1. Do you or your directors/shareholders have any relationship with any employee/agent of our Group?			
No <input type="checkbox"/>	Yes <input type="checkbox"/>	Employee/ Agent's Name	
2. Does any Group Staff* hold any beneficial interest in the Client's Account (Related Account**)?			
No <input type="checkbox"/>	Yes <input type="checkbox"/>	Account Name	
		Account No	
* <b>"Group Staff"</b> means staff of the Group who are licensed traders in Taiwan or Hong Kong.			
** <b>"Related Accounts"</b> includes the Accounts of the minor children or in which beneficial interest is owned by a Group staff.			
<b>F. Relationship with Regulators</b>			
Is any of your directors/shareholders an employee or agent of an exchange participant of an Exchange or a securities/futures dealer or investment advisor registered with SFC/SEC?			
No <input type="checkbox"/>	Yes <input type="checkbox"/>	Name of the related exchange/ registered person	
<b>G. CCASS Investor Account (For Hong Kong Customer Only)</b>			
Does the Client have an Investor CCASS Account or is it a CCASS participant?			
No <input type="checkbox"/>	Yes <input type="checkbox"/>	Account No	



PART V: SOURCE OF FUND						
Source of Wealth						
Country						
Name of Bank						
Account Number						
(1) First Authorized Person's Information						
English Name				Chinese Name		
ID/Passport No.				Date of Birth		
Relationship with Account Holder (if any)						
Contact No	Co. Tel.		Co. Fax		Mobile Tel.	
Scope of Authority	<input type="checkbox"/> Order Placing Only		<input type="checkbox"/> Remittance Only		<input type="checkbox"/> Both	
Trading Limit	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Amount : _____			
Specimen Signature For Written Instruction only (if applicable)						
(2) Second Authorized Person's Information						
English Name				Chinese Name		
ID/Passport No.				Date of Birth		
Relationship with Account Holder (if any)						
Contact No	Co. Tel.		Co. Fax		Mobile Tel.	
Scope of Authority	<input type="checkbox"/> Order Placing Only		<input type="checkbox"/> Remittance Only		<input type="checkbox"/> Both	
Trading Limit	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Amount : _____			
Specimen Signature For Written Instruction only (if applicable)						
(3) Third Authorized Person's Information						
English Name				Chinese Name		
ID/Passport No.				Date of Birth		
Relationship with Account Holder (if any)						
Contact No	Co. Tel.		Co. Fax		Mobile Tel.	
Scope of Authority	<input type="checkbox"/> Order Placing Only		<input type="checkbox"/> Remittance Only		<input type="checkbox"/> Both	
Trading Limit	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Amount : _____			
Specimen Signature For Written Instruction only (if applicable)						



(4) Fourth Authorized Person's Information						
English Name				Chinese Name		
ID/Passport No.				Date of Birth		
Relationship with Account Holder (if any)						
Contact No	Co. Tel.		Co. Fax		Mobile Tel.	
Scope of Authority	<input type="checkbox"/> Order Placing Only		<input type="checkbox"/> Remittance Only		<input type="checkbox"/> Both	
Trading Limit	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Amount : _____			
Specimen Signature For Written Instruction only (if applicable)						
Signing Instruction (Written Instruction Only)						
<input type="checkbox"/>	Signed by any ____ of the Authorized Persons singly.					
<input type="checkbox"/>	Signed by all of the Authorized Persons jointly.					
<input type="checkbox"/>	Other signing instruction, i.e. _____					
STAFF DECLARATIONS						
<p>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 ASIA Limited pursuant to the internal policies and procedures, and in accordance with the anti-money laundering laws in the applicable jurisdictions.</p>			<p>I, the undersigned, have provided the customer with the 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.</p>			
<p>_____ Relationship Manager*/ Licensed Representative (CE No: _____) Date: _____</p>			<p>_____ Licensed Representative (CE No: _____) Date: _____</p>			
WITNESS FOR ACCOUNT OPENING						
<p>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.</p>						
<p>Name of Witness: _____ Witness Signature _____</p>						
<p>Occupation: _____</p>						
<p>Address: _____</p>						
<p><b>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.)</b></p>						
<p><input type="checkbox"/> The witness is either the branch manager or an agent.</p>						
<p><input type="checkbox"/> 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) .</p>						
<p><i>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.</i></p>						
Concurred By*		Reviewed By		Approved By		
<p>_____ Head of Sales Name: Date:</p>		<p>_____ Compliance Officer Name: Date:</p>		<p>_____ Authorized Signature Name: Date:</p>		

\* Applicable to Taipei group only.