



## 台灣證券交易客戶聲明暨確認書(“確認書”)

### Declaration and Confirmation for Taiwan Securities Trading (the “Confirmation”)

1. 本《確認書》適用於中國信託綜合證券(香港)有限公司(下稱「中信證券(香港)」)客戶進行之台灣證券及相關金融產品交易。  
1. This Confirmation is applicable to the clients of CTBC Asia Limited (“CAL”) trading in Taiwan securities and linked financial products.
2. 本人/我們確認及明瞭如投資台灣證券，須遵守台灣之相關法令及規章(包括但不限於《大陸地區人民來臺投資許可辦法》、《臺灣地區與大陸地區人民關係條例》及《華僑及外國人投資證券管理辦法》)、各台灣監管機構(包括但不限於金融監督管理委員會、台灣證券交易所等)之相關法令規章等、以及主管機關向本人/我們或中信證券(香港)(視情況而定)發出的關於本人/我們相關帳戶之任何指示(無論書面或口頭)。此外本人/我們必須遵守中信證券(香港)所規定之相關規則、政策及要求(可能不時修訂)。  
2. I/we confirm and understand that if I/we invest in Taiwan securities, I/we must comply with relevant laws and regulations of Taiwan (including but not limited to 《大陸地區人民來臺投資許可辦法》, The Act Governing Relations between the People of the Taiwan Area and the Mainland Area (《臺灣地區與大陸地區人民關係條例》) and the Regulations Governing Investment in Securities by Overseas Chinese and Foreign Nationals (《華僑及外國人投資證券管理辦法》); rules and regulations of various Taiwan regulatory authorities (including but not limited to the Financial Supervisory Commission R.O.C. and the Taiwan Stock Exchange) and any instructions given by competent authorities to me/us or CAL (as the case may be), whether verbal or written, with respect to my/our relevant accounts, etc. Furthermore, I/we must comply with the relevant rules, policies or requirements prescribed by CAL (as may be amended from time to time).
3. 本人/我們確認及聲明本人/我們所投資台灣證券之資金來源(包括目前或未來)及存入帳戶作投資台灣證券及相關金融產品之款項並非來自台灣或中國大陸地區，且本人/我們、本人/我們的客戶或有關交易之最終受益人不得為大陸地區人民、法人、團體、其他機構或其於第三地區投資之公司。  
3. I/we hereby confirm and declare that my/our present and future source of funds and the funds deposited into my/our account for investing in Taiwan securities and linked financial products is not from Taiwan or the People’s Republic of China, and that I/we, my/our client or ultimate beneficial owner(s) of the transaction(s) shall not be individual, juristic person, organization, or other institution of the People’s Republic of China or any company it invests in any third area.
4. 本人/我們確認及聲明所有提供予中信證券(香港)之文件與內容屬實且無虛假。  
4. I/we hereby confirm and declare that all the documents and information provided with CAL are true and correct.
5. 本人/我們確認及聲明絕不以不當手段或操縱行為干擾影響金融/證券市場秩序、市場價格或市場公平。本人/我們投資台灣證券及相關金融產品絕無涉及台灣公司經營權之爭。  
5. I/we hereby confirm and declare that I/we will not use unjust measures or manipulative act to affect or influence the market price, fairness or order of the financial/securities market of Taiwan, and my/our investing in Taiwan Securities and linked financial product will not involve in the disputes of management right of Taiwan company(ies).



6. 本人/我們確認及聲明本人/我們並非台灣上市、上櫃、興櫃公司之關係人(含內部人)。關係人係指某人或法人(如適用)(以下合稱為“人士”)為上市、上櫃、興櫃公司之董事、監察人、經理人、持有(包括本人、其配偶、未成年子女及利用他人名義持有者)該公司股份超過股份總額百分之十(10%)之股東或依法令取得、移轉或處分該公司股份應向主管機關申報或取得主管機關核准之人士。

6. I/we hereby confirm and declare that I/we are not the “Related Party” (including insiders) of the company listed at Taiwan Stock Exchange, Taipei Exchange and Emerging Stock Market of Taiwan (the “Listed Company”). A Related Party means a person or entity (if applicable)(collectively referred hereinafter as a “person”) who is a director, supervisor, managerial officer, or a shareholder holding more than ten percent (10%) of the total issued shares of the Listed Company (including shares held by the client, their spouses and minor children and those held under the names of other parties), or a person required to file a report with the competent authority or obtain an approval from the competent authority for acquisition, transfer or disposal of shares of the Listed Company under laws or regulations.

7. 本人/我們同意及確認持有個別台灣證券達百分之五時須知會中信證券(香港)。

7. I/we hereby agree and acknowledge that I/we must notify CAL when the number of shares of any Taiwan securities held reaches 5% of the total number of shares issued of such company.

8. 本人/我們同意及確認中信證券(香港)有權隨時停止接受或拒絕本人/我們買入或賣出台灣證券及相關金融產品的交易單或指示，而無須事前通知。

8. I/we hereby agree and acknowledge that CAL has the right to stop accepting or reject the orders placed or instructions given by me/us to buy or sell Taiwan securities and linked financial products at any time without prior notification.

9. 本人/我們同意並確認如果中信證券(香港)的外國機構投資人(「FINI」)帳戶中任何台灣公開發行公司的持有量等於或超過該公司已發行股份總額的7%時，中信證券(香港)有權拒絕本人/我們買入該證券之交易指示。若該證券於中信證券(香港)的「FINI」帳戶的持有量超等於或超過該公開發行公司已發行股份總額的過9%時，中信證券(香港)將會拒絕所有買入該有價證券的交易指示。中信證券(香港)或中信證券(香港)的任何關聯公司，及中信證券(香港)或其關聯公司的任何董事、職員、員工或代理人(以下簡稱「關聯人士」)均不承擔任何直接或間接因此而致的一切損失或風險。

9. I/we hereby acknowledge and agree that if the holdings of any particular securities at a Taiwan public company in CAL's Foreign Institutional Investor (“FINI”) account equals to or exceeds 7% of the total issued shares of such company at any time, CAL retains the power to reject the buy-in instruction with respect to that particular securities, and if the holding of that particular securities in CAL's FINI account equals to or exceeds 9% of the total issued shares of such company at any time, CAL will reject all buy-in instruction with respect to that particular securities. Neither CAL nor any of CAL's affiliates, any director, officer, employee or agent of CAL or CAL's affiliates (“Related Person”) shall have any liability for any losses or risks which may result directly or indirectly in that respect.

10. 如果本人/我們於本確認書或本人/我們與中信證券(香港)間之任何契約、協議、開戶表格或任何相關資料中所述之任何聲明、確認、承諾或同意，有任何不實、虛偽、隱匿或欺詐，或違反本確認書之任何條款，或本人/我們於簽署本確認書後成為第6段所述之關係人，均構成本人/我們對中信證券(香港)之違約，中信證券(香港)間有絕對酌情權進行下列行為，無須事前通知本人/我們：



- 10.1 暫停或終止提供任何服務之全部或一部；
- 10.2 取消全部或任何未執行之本人/我們指示；
- 10.3 在任何相關交易所出售或出清本人/我們帳戶內之證券或部位；
- 10.4 註銷本人/我們之全部或任何帳戶；
- 10.5 採取中信證券(香港)認為適當的其他行動。

10. In the event that any declaration, confirmation, acknowledgement or agreement made by me/us, whether in this Confirmation or in any contract, agreement, account opening form or any relevant materials becomes untrue, false, concealment or fraud, or I/we breach any provision of this Confirmation, or I/we becomes the Related Party after signing of this Confirmation, will constitute my/our breach of contract(default) against CAL, and CAL shall has the right, at its absolute discretion without prior notification to me/us, to:

- 10.1 suspend or terminate whole or part of any service;
- 10.2 cancel all or any unexecuted instructions of me/us;
- 10.3 sell or liquidate any securities or positions in my/our account at any relevant exchange;
- 10.4 cancel all or any account of me/us;
- 10.5 take other actions as CAL thinks proper.

11. 如果中信證券(香港)受任何主管機關(包括但不限於香港或香港以外地區之任何政府機關、監管機構、稅務機關、執法機構及交易所)或任何法院命令、相關法律規則等，不時要求報告或提供本人/我們之資料及或相關帳戶資料，或進行第10段之行為或其他行為時，中信證券(香港)有絕對酌情權依其要求辦理或為任何相應之作為。

11. In the event that CAL is requested by any competent authorities (including but not limited to any governmental authorities, regulatory bodies, tax authorities, law enforcement agencies and exchanges whether in Hong Kong or outside Hong Kong) from time to time or pursuant to any court orders, applicable laws, rules or regulations to report or provide the information of me/us or my/our relevant accounts or proceed the relevant actions as described in paragraph 10 or any other actions, I/we agree and confirm that CAL has the right to take any actions as requested or any correspondent actions at its absolute discretion.

12. 本人/我們同意並確認中信證券(香港)於行使第10段及第11段之絕對酌情權的權利或權力，無須事前通知本人/我們或取得本人/我們的同意、或依照本人/我們的指示，中信證券(香港)並得依其認為可行的方式採取行動。中信證券(香港)不論任何時間、方式、原因就行使第10段及第11段之絕對酌情權的權利或權力所產生的任何損失或損害，皆無須負責。

When CAL exercise the right and power at its absolute discretion under paragraph 10 or paragraph 11, I/we agree and confirm that CAL has no duties or obligations to notify me/us previously, obtain my/our consent or follow my/our instructions. CAL may take any action in any manner it thinks practicable. In addition, CAL shall not be liable for any losses or damages arisen from the exercise of right and power at its under its absolute discretion under paragraph 10 or paragraph 11, no matter the timing, manners, actions or any reason in relation to the exercise.



中國信託綜合證券(香港)有限公司

CTBC Asia Limited

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傳真 Fax : (852)3101 0278

12. 本人/我們同意全額賠償CAL及其關聯公司因本人/我們違反任何法律而直接或間接產生或遭受的所有損失、損害、成本、開支、訴訟、調查和訴訟（無論是實際的還是潛在的），規則、規定、市場要求或本確認書的任何規定（CAL 可能會不時修訂此類規定），同樣可能不時適用於本人/我們。

12. I/we agree to fully indemnify CAL and its affiliates against all losses, damages, costs, expenses, actions, investigations and proceedings (whether actual or potential) incurred or suffered by any of them directly or indirectly arising from any breach of any law, rule, regulation, market requirement or any provision of this Confirmation (as such provision may be amended by CAL from time to time) as the same may be applicable from time to time on the part of myself/ourselves.

13. 本確認書可由CAL不時修訂，無須事前通知本人/我們，並且本人/我們將同樣遵守本確認書以及其任何之修訂內容。

13. This Confirmation may be amended by CAL from time to time without prior notification to me/us and I/we should comply with this Confirmation as well as any amendment of it.

14. 本人/我們在本確認書所做的任何聲明、確認、承諾或同意事項，均應視為本人/我們在不時提出與投資台灣證券或相關金融產品之指示時，已重複聲明、確認、承諾或同意本確認書之事項。

14. Any declaration, confirmation, representation or agreement made by me/us in this Confirmation shall be deemed to be repeated whenever my/our instruction is given in relation to any investment in Taiwan securities or linked financial products from time to time.

15. 如中、英文兩個版本有任何抵觸或不相符之處，應以中文版本為準。

15. If there is any inconsistency or ambiguity between the Chinese version and the English version, the Chinese version shall prevail.

本人/我們確認已詳細審閱並理解以上確認書的全部內容。本人/我們完全同意及接受此確認書的內容及所有條款。

I/e hereby confirm that I/we have carefully reviewed and understood the entire contents of the above Confirmation. I/We fully agree and accept the contents and all the terms of this Confirmation.

客戶 Client:

簽署 Signature:

帳號 Account No.:

日期 Date: