

	Account No. 賬戶號碼
Cash Account 現金戶口	



軟庫中華
SBI CHINA CAPITAL

軟庫中華金融服務有限公司
SBI China Capital Financial Services Limited

Institutional Corporate Account Opening Documentation

開設機構/公司賬戶所需文件

Please submit certified true copies of the following documents to support the application:

請遞交下列文件的鑒定副本供本公司處理開戶申請:


- ☐ Memorandum & Articles of Association
公司大綱及章程
- ☐ Certificate of Incorporation
公司註冊證書
- ☐ Valid Business Registration Certificate
商業登記證
- ☐ Minutes/Board Resolution to open securities trading account with SBI China Capital Financial Services Limited
董事會授權在軟庫中華金融服務有限公司開設證券買賣賬戶的決議案
- ☐ Latest Copy of Annual Return for company incorporated in Hong Kong
在香港註冊成立公司的年度回報
- ☐ Register of Members and Directors
在海外註冊成立公司的股東名單/董事名單
- ☐ List of Authorized Signer(s) for account operation with specimen signature(s) or alternatively sign on the signature card provided
賬戶操作的授權簽署人名單，請提供樣本簽署或在獲提供的簽署卡上簽署
- ☐ H.K.I. D. Card / Passport Copy of Authorized signer(s) and Ultimate beneficial Owner(s)
授權簽署人及最終權益擁有人之香港身份證/護照副本
- ☐ Address Proof, within the last 3 months.
最近三個月內之公司地址證明

軟庫中華金融服務有限公司
SBI China Capital Financial Services Limited

開戶資料及簽署式樣咭(機構/公司賬戶)

ACCOUNT OPENING INFORMATION FORM/SPECIMEN SIGNATURE CARD
(FOR INSTITUTIONAL/CORPORATE ACCOUNT)

戶口號碼 Account No.	開戶日期 Date Opened:
公司名稱 Name of Company.	
註冊/成立地點 Country of Incorporation.	
註冊地址 Residential Address:	
業務性質 Nature of Business:	
電話 Tel No.:	傳真 Fax No.:
註冊證書 Certificate of incorporation No.:	
電子郵件地址 e-mail address.:	
* Are you a Licensed Corporation / Registered institution under the Securities and Futures Ordinance? <input type="checkbox"/> YES <input type="checkbox"/> NO	
閣下是否香港證券及期貨事務監察委員會的持牌人或機構?	
<input type="checkbox"/> 是 <input type="checkbox"/> 否	

以下人士為授權給予關於戶口運作的指示 Persons authorized to give instructions in relating to the A/C:	
姓名 Name: 香港身份証號碼 HK I.D. Card No.: 護照號碼 Passport No.:	簽名 Signature  Please
姓名 Name: 香港身份証號碼 HK I.D. Card No.: 護照號碼 Passport No.:	簽名 Signature
姓名 Name: 香港身份証號碼 HK I.D. Card No.: 護照號碼 Passport No.:	簽名 Signature
業務印章式樣 Specimen of Business Chop/Seal:	

附註：客戶可根據其中兩式以上/任何一式*簽名指示下運作。

Note: The account can be operated on the instructions of any two or more signatures/any one signature *

*刪除不適用者 Delete if inapplicable.

*** 只供本行使用 For Official Use Only ***	
介紹人 Introduced By:	
文件查核 Documentation Checked By:	
批准 Approved By:	
客戶主任姓名 Name of Account Executive:	
與客戶主任相識年期 How Long Has The Client Been Known To The Account Executive:	

CLIENT INFORMATION STATEMENT

客戶資料聲明
(For institutional/Corporate Account)
(供機構/公司賬戶用)

1. CLIENT'S DATA 客戶資料

Name of Client (English): 客戶姓名(英文):	(Chinese Name) (中文)
Registered Address: 註冊辦事處地址:	Country of Incorporation: 註冊/成立地點:
	Certificate of Incorporation No.: 註冊編號:
	Business Registration No.: 商業登記編號:
Business Address (If different): 業務地址(如有不同)	Telephone No.: 電話號碼:
	Fax No.: 傳真號碼:
	e-mail address: 電子郵件地址:
Nature of Corporate Entity (i.e. partnership, private limited company, etc.): 公司性質(即合夥、私人有限公司等):	Nature of Business: 業務性質:
<input type="checkbox"/> Please send daily statement to our email address. 請電郵吾等之日結單到吾等之電子郵件地址。	<input type="checkbox"/> We are a Professional investor as defined in the Securities and Futures Ordinance 按照證券及期貨條例定義、吾等是“專業投資者”。
Do you or other persons connected to you have any other accounts with SBI China Capital Group? 閣下或與閣下有相關之人士是否在本集團擁有其他戶口? If yes, Name of Account 如是, 客戶姓名: _____ Account No 戶口號碼: _____	
Does any of the employees of SBI China Capital Group have a beneficial interest in your company? 是否本集團的僱員持有貴公司之權益? If yes, Name of Employee 如是, 僱員名稱: _____ Relationship With Employee 與僱員之關係: _____	

2. PARTICULAR OF DIRECTORS 董事資料

Name 姓名	HK ID/ Passport No. 香港身份證/護照號碼
1.	
2.	
3.	

(Note: Continue on a separate sheet if necessary) (附註: 如位置不足請另紙書寫)

3. ULTIMATE BENEFICIAL OWNER(S) OF THE ACCOUNT 戶口最終權益擁有人

Please provide details of the individuals of the ultimate beneficial interest of the Company (not applicable to public listed companies)
請提供公司最終權益擁有人之資料(上市公司不用填寫)

Name 姓名	Address 地址	HK ID/Passport No. 香港身份證/護照號碼	Interest Held (%) 所持權益(%)
1.			
2.			
3.			

*Is any of the above beneficial owner(s) a Licensed Person, or a director or an employee of any Licensed Corporation of the Securities and Futures Commission of Hong Kong?
任何此戶口最終權益擁有人, 是否香港證券及期貨事務監察委員會的持牌人士, 或任何持牌機構之董事或僱員?

☐ YES, Name of the Licensed Person
是, 持牌人士名稱

(Note: Continue on a separate sheet if necessary) (附註: 如位置不足請另紙書寫)

☐ No 否

Is the beneficiary of this account a resident for tax purposes in any place other than Hong Kong? 此戶口之受益人是否香港以外的就稅務目的居民? If yes, Name of Country(ies) 如是, 國家名稱: _____	<input type="checkbox"/> Yes 是 / <input type="checkbox"/> No 否
<input type="checkbox"/> The client is acting as a financial intermediary and the client shall inform SBI China Capital Group or the Hong Kong regulators of the ultimate beneficiary of the account upon request. 客戶本身作為金融中介機構, 而客戶須應要求通知軟庫中華或香港監管機構有關此戶口最終權益擁有人。	

4. SETTLEMENT AGENT 交收代理人

- ☐ Custodian's Name 託管人姓名: _____
 Name of Custodian's Account 託管人賬戶名稱: _____
 Custodian's Account Number 託管人賬戶號碼: _____
- ☐ Safe Keeping With SBI China Capital Financial Services Limited 交由軟庫中華金融服務有限公司保管
 (Please tick ✓ as appropriate) (請在適口處加✓號)

5. INVESTMENT EXPERIENCE AND FINANCIAL INFORMATION 投資經驗及財務資料

	Stocks 股票	Warrants 認股証	Futures & Options 期貨及期權
Year(s) 年資			
Other Relevant Investment Experience (if any) 其他相關投資經驗(如有)			
Current Net Asset Value: 現時資產淨值: (Please tick ✓ appropriate) (請在適當處加✓號)	<input type="checkbox"/> \$0 - \$1,000,000 <input type="checkbox"/> \$1,000,001 - \$5,000,000 <input type="checkbox"/> \$5,000,001 - \$10,000,000 <input type="checkbox"/> \$10,000,001 - \$50,000,000 <input type="checkbox"/> >\$50,000,000		


6. INVESTMENT OBJECTIVE 投資目標

Please give us an estimate of how you would like to mix your investments between short, medium, and long term investments regarding this account. Note: The total percentage must add up to 100%.
 閣下開立此等賬戶擬進行之投資,在短期、中期及長期投資所佔之百分比。須注意總計應為 100%。

	Percentage of Account 賬目百分比
Short term investment 短期投資 (within 1 month 一個月以下)	_____ %
Medium term investment 中期投資 (within 1 to 12 months 一至十二個月)	_____ %
Long term investment 長期投資 (over 12 months 十二個月)	_____ %
Total 總計: 100%	

客戶茲聲明在客戶資料聲明內的資料屬真實、完整及正確,而附上的協議一切內容準確。除非公司接到更改有關聲明內容的書面通知,本公司有權在任何用途上完全依賴這些資料及聲明。客戶同意如上述資料有任何改變,會立即通知本公司。本公司有權隨時聯絡任何人,包括客戶之銀行、經紀或任何信貸調查機構,以求証實此客戶資料聲明內所載之內容。

The Client represents that the information on the Client information Statement is true, complete and correct and that the representations in the attached agreement are accurate. The client undertakes to notify the Company immediately of any changes to the information given above. The Company is entitled to rely fully on such information and representations for all purposes, unless the Company receives notice in writing of any change. The Company is authorized at any time to contact anyone, including Client's banks, brokers of any credit agency, for purposes of verifying the information provided in this Client Information Statement.

 Please sign here

客戶簽署

Client's signature: _____

日期

Date: _____

The following individuals are authorized by the Client to give instructions in relation to the operation of the account.
 以下人士為授權代表客戶給予關於戶口運作的指示

Name (English & Chinese)
姓名(中文及英文)

Contact Telephone number
聯絡電話

Signature
簽署

Note:

注意:

This Client Information Statement must be accompanied by the following:

此客戶資料聲明必須連同以下各項:

- a certified copy of the business registration certificate of the Client; ;
簽署作實之客戶商業登記證副本。
- a certified copy of the Memorandum and Articles of Association or other constitutional documents of the Client ;
簽署作實之公司章程及規則或客戶的其他法律規定文件副本。
- a certified copy of the board resolution authorizing the execution of this statement, the Client, Account Agreement and the acceptance of Risk Disclosure Statement.
簽署作實之董事局決議副本, 証明授權簽訂此聲明、客戶協議書及接受風險說明。

軟庫中華金融服務有限公司
(中央編號：ABD 523)

統一現金客戶協議書

致：軟庫中華金融服務有限公司
香港中環皇后大道中5號衡怡大廈4樓

敬啟者：

吾等(即文末的簽署人)代表_____「公司」茲要求並授權貴公司，根據下列條款，為吾等開立現金證券買賣戶口：

1 釋義

- (a) 除非文義另有所指，否則在本協議書內，下列詞彙的涵義如下：
- 「戶口」 指軟庫中華根據本協議書代吾等開立的證券買賣戶口；
- 「代理」 指所有代理、聯營公司、聯屬公司、資訊服務供應商、執行設施供應商和其他金融產品供應商；
- 「協議書」 指由各方訂立的本協議書，而開戶表格、客戶資料聲明、風險披露聲明書、以及(在適用情況下)附錄亦為本協議書的一部分；
- 「聯營公司」 指(根據公司條例第二節的定義(香港法例第三十二章))，同屬軟庫中華集團公司的成員公司或法團；
- 「軟庫中華」 指軟庫中華金融服務有限公司；
- 「結算公司」 指香港中央結算有限公司；
- 「指示」 指吾等為買賣任何證券而作出的任何指示；
- 「聯交所」 指香港聯合交易所有限公司；
- 「證監會」 指香港證券及期貨事務監察委員會；
- 「證券」 指屬股票、股份、債券、公司債券、認股權證、期權、存款證以及各式各類的其他證券及其他產業和投資；
- 「交易」 指已執行的指示。
- (b) 單數名詞應具有複數含義，反之亦然；文中若提及一種性別，即涵蓋所有性別。

2 戶口

- (a) 吾等保證及聲明，吾等在開戶表格及客戶資料聲明所提供的一切資料(以及軟庫中華可能要求的其他資料)，均為完整、準確、與現況相符。除非吾等以書面通知軟庫中華，對此等資料作出任何更改，否則軟庫中華可依賴此等資料。吾等向軟庫中華承諾，若此等資料有任何更改，吾等將即時知會軟庫中華。吾等明確授權軟庫中華對吾等及本公司進行信用審查，以確定本公司的財政狀況和投資動機。
- (b) 吾等保證及聲明，吾等按2(a)段規定所提供的一切資料，於每次交易之前和每次交易之後，均為完整、準確、與現況相符。

3 現金和信託戶口

- (a) 吾等同意向貴公司支付貴公司所徵收的經紀費/佣金、本協議書第(5)段所述的交易徵費，以及貴公司、貴公司負責人員、僱員和代理和任何聯營公司，就吾等正式授權或代吾等或以吾等名義正式執行的任何交易，或代吾等或以吾等名義開立和運作的任何戶口而合理產生的一切其他開銷。吾等同意，若經吾等正式授權而購買或出售證券，吾等將按貴公司指定的時間，向貴公司支付購買證券所需款項，或交付出售證券所需交付的任何證券的股票或所有權文件。若吾等未能於代吾等正式進行交易後兩個銀行交易日(或雙方議定的其他期限)內，支付就交易應付予貴公司的款項，就有關交易而言，吾等即屬違約，未能支付應付予貴公司的款項。貴公司謹此得授權，若有足夠股票可供交付，貴公司經電話錄音或掛號郵件或傳真向吾等作出知會後，可轉讓或出售任何此等證券，作為一般性的抵押安排。
- (b) 除非另有協定，貴公司因出售證券而代吾等收取的一切款項，在扣除佣金和其他應付費用後，須於收訖後四個銀行交易日內，存進貴公司往來銀行的信託戶口，以便存進吾等於貴公司的戶口。吾等謹此作出指示，貴公司為購買證券而代吾等收取的所有款項，不論由吾等或另一人士提交，須於收訖後四個銀行交易日內，存進貴公司往來銀行的信託戶口，以便存進吾等於貴公司的戶口，直到需用作購買證券的付款為止。除非另有協定，吾等放棄對此等指定信託戶口所產生的一切利息收益的權利。
- (c) 軟庫中華獲授權代吾等存放、提取和補充貨幣現金存款，並在吾等戶口扣除所存放或補充的款項，或將提取的款項現存進吾等於貴公司開立的戶口。

4 適用法例與規定

- (a) 依據本協議書在香港進行的一切交易，須遵守聯交所和證監會的有關章程、規則、條例、細則、慣例和常規及香港法例，並以最新的修訂為準。就根據吾等指示而完成的交易而言，聯交所和證監會的規則，特別是有關交易與交收的規則，對吾等及軟庫中華均有約束力。
- (b) 吾等理解，若貴公司違約(按《證券及期貨條例》的定義)而令吾等蒙受金錢損失，吾等向根據香港法例第571章《證券及期貨條例》成立的聯合交易所賠償基金索取賠償的權利，僅限於該條例所規定的賠償。

5 交易徵費

- (a) 根據吾等指示在聯交所大堂及/或交易終端機進行的一切交易，均須繳納交易徵費和聯交所不時徵收的任何其他費用。吾等授權軟庫中華，按照聯交所不時指定的規則，收取任何此等徵費。
- (b) 吾等確認，吾等授權軟庫中華從戶口中扣除每宗交易所需支付的交易徵費。

6 不設意見提供

吾等確認，軟庫中華不會向吾等提供任何法律、稅務或會計意見，也不會就任何一種證券是否值得購買或其盈利潛力提供任何意見。吾等也確認，軟庫中華僱員並未獲授權給予任何此等意見，並同意吾等不會向軟庫中華或其任何僱員尋求任何此等意見，也不會依賴此等意見。吾等同意，吾等將根據獨立判斷和決定作出每項指示，而不會對軟庫中華有所依賴。吾等對戶口的交易及吾等的投資決定承擔全責。吾等確認及同意，軟庫中華及其負責人員、董事、僱員和代理，對戶口的交易及吾等的投資決定，均無需承擔任何責任。假如我們(軟庫中華金融服務有限公司)向閣下招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。

7 指示

吾等需不時就吾等出售及/或購買證券作出口頭或書面指示。軟庫中華收訖此等指示後，若認為該等指示在合理情況下實際可行，則需按照該等指示出售及/或購買證券，但不論任何時候，軟庫中華均可全權決定接納或拒絕購買指示。

8 代理與交易對手

軟庫中華獲授權聘用代理，代履行軟庫中華根據本協議書的所有或部分職責，並可向此等代理提供有關戶口的資料。軟庫中華為吾等購買及/或出售證券時，可全權決定將有關指示給予本身人員或任何其他關聯公司或客戶，而不論此等公司或客戶的身份為包銷商、投資經理、商人或商業銀行、註冊或持牌存款接受人、經紀、交易商或其他身份，亦可給予任何其他經紀或交易商。

9 軟庫中華的代理身份

吾等理解，軟庫中華乃以吾等代理的身份行事，除非軟庫中華於交易結算日之前以電子形式或書面通知吾等，該公司同時以交易商或另一名第三方代理的身份行事。

10 證券的保管與託存

- (a) 吾等存於貴公司或貴公司代吾等購買而由貴公司保管的任何證券，可按貴公司的酌情決定，以吾等名義或貴公司代理人名義登記，或託管於貴公司往來銀行或其他機構的指定戶口，惟此等機構必須獲證監會信納為具備證券文件託管設施的機構。
- (b) 軟庫中華也獲授權，將吾等任何未登記證券存於軟庫中華所挑選的任何存託機構，並將吾等任何已登記證券託管於貴公司往來銀行或其他機構的指定戶口，惟此等機構必須獲證監會信納為具備證券文件託管設施的機構。若吾等要求交付任何證券，軟庫中華並無義務交付與其本身持有，或以其本身或其任何代理或代理人名義持有吾等證券相同的證券。
- (c) 貴公司不得
 - (i). 將吾等的任何證券(不論其法定擁有權是否以貴公司或貴公司代理人的名義登記)存於銀行機構，以作給予貴公司墊款或貸款的抵押品，或存於結算所，以作執行貴公司結算責任的擔保；
 - (ii). 未經吾等書面授權而借用或借出吾等任何證券。
- (d) 若存於軟庫中華而未以吾等名義登記的任何證券，有任何股息、其他分派或利益，吾等戶口將可按比例獲存入此等利益的一部分，有關比例相當於代吾等持有的證券佔證券總數或總額比例，或如雙方另行議定。也可以將有關款項支付予吾等。
- (e) 貴公司委任的任何代理人，有權按照貴公司或該等代理人的一般代理安排，包括個別及/或一般性的集資安排，代吾等持有任何證券；吾等並同意，就貴公司委任的任何代理人所持有的任何證券而言，貴公司或此等代理人均無義務將存於貴公司或此等代理人的同一證券交回吾等，交回吾等的證券，只需屬於同一類別、幣值及面額，與此等代理人根據本段原先持有的享有完全同等權利即可。(但須受有關期間可能出現的任何資本重組所規限。)

11 買賣指令的合併、分拆及排序

吾等授權軟庫中華，可全權決定，隨時將代吾等購買及/或出售證券的指示，與其他客戶的類似指示合併及/或分拆，以便獲得更佳的落盤價及/或減少指示的數量，但經此等合併或分拆後，吾等指示的落盤價，不應遜於獨立執行指示所獲得的落盤價。此外，若買賣指令經合併後，市場上證券不足以分配，則實際買入證券的數目，將按比例分配予各項經合併的獨立指示。吾等確認及同意，軟庫中華及/或其代理，可隨時決定執行指示的優先，以求取得最佳的落盤價。

12 沽空

- (a) 吾等承諾，若吾等就吾等並未擁有的證券作出出售指令，吾等將知會貴公司。吾等承諾，對於貴公司依照香港法例第571章《證券及期貨條例》(「條例」)所賦予的責任，就任何證券沽空活動向吾等查問的一切問題，吾等均將予以合作，以適當的謹慎及勤勉回答。
- (b) 吾等亦承諾，吾等或吾等代表回應及/或因應貴公司查詢而提供的一切資料，均為真實準確、完整無缺，並無任何誤導成分；而於提供之時。此等資料亦構成吾等已知或應知的一切資料。
- (c) 貴公司有權保留吾等或吾等代表根據上文(b)分段所提供的一切此等資料，並可不對本協議書內條文構成規限的情況下，向證監會或條例條文可能規定的其他人士披露或出示此等資料。
- (d) 若貴公司對吾等提供的資料未感滿意，或吾等未能提供充分資料，貴公司均有權不接納或執行吾等的指示。
- (e) 本公司及吾等承諾，若因吾等未能遵守本段規定，而引致或導致貴公司為給予吾等任何資料或在與此等資料有關的情況下，直接或間接受受或產生任何費用、索償、付款要求、損毀賠償、開支或費用，如貴公司要求吾等賠償，吾等即會向貴公司作出賠償，並保障貴公司免受任何損失。

13 經紀佣金及其他費用

- (a) 本公司所進行的每宗交易，將被收取經紀佣金。此等經紀費用可經貴公司向吾等發出通知而不時予以調整。
- (b) 本公司須直接付款或由戶口付款，貴公司有權從戶口扣除所有徵費、課稅、佣金、經紀費用、徵稅、交易費、資訊牌照費、客戶通訊費、管理費、利息、特別權利管理費、強制交收手續費、罰款、電傳費、託管費、交收手續費、賬戶轉動收費、更改賬戶收費、外匯兌換費、稅項、認購費、保險服務費、保險金、外匯兌換虧損、法律費用，以及軟庫中華為吾等在戶口買賣而恰當產生的一切及任何費用與開支，不論其為微小支出或重大開支。吾等確認，在若干情況下，軟庫中華可能就交易佣金向代理收取回佣。吾等同意軟庫中華有權保留任何此等回佣，而吾等則無權以任何方式受惠於此等回佣。
- (c) 本公司授權軟庫中華向任何銀行、金融機構、公司或貴公司不時全權挑選的商號付匯款項，不論其為香港銀行或受限制持牌銀行，或香港註冊的接受存款公司，以將根據或因應本協議書任何條文、或因吾等根據或依據本協議書於任何時間要求或授權的任何購買、出售、出讓、提取、付款、收據、買賣或任何其他交易、或本協議書的任何條款所提及或意指的，貴公司應獲支付或應收取或向吾等索回的佣金或其他應收費用，存入貴公司於此等銀行、金融機構、公司或商號的不時指定的任何戶口(但非香港法例第571章證券及期貨條例第149節所指的信託戶口)。

14 利息

本公司同意就本公司結欠軟庫中華的一切逾期付款(任何有關判決之前及之後的期間均計算在內)支付利息，利息按日累計，於每月最後一日結算支付，或於軟庫中華提出任何付息要求時支付。若就聯交所的交易逾期未付款項，支付利息的利率不超過香港優惠利率加8厘。

15 扣押權

代吾等購買持有或吾等擁有權益而為戶口持有的任何及所有證券，均適用一般性的扣押權，以確保因買賣證券而產生的吾等對軟庫中華的義務，將會獲得履行。

16 抵銷

- (a) 縱使本協議書有相反意義的條文，在不損害貴公司依法或根據本協議書可能擁有的任何扣押權、抵銷權或任何其他類似權利的情況下，除了上述權利外，貴公司亦可隨時合併或綜合結欠貴公司及/或貴公司的聯營公司債項的所有或任何吾等的戶口，以及抵銷或轉移任何一個或多個此等戶口內任何貨幣的盈餘金額，以償還吾等在貴公司及/或貴公司的聯營公司的任何其他戶口或在任何其他方面結欠貴公司及/或貴公司的聯營公司本行的任何債項，不論吾等以個人、當事人或其他法人團體或商號代表的身份結欠此等債項，也不論此等債項是實際負債或不確定負債、是直接負債或附屬負債、以及是個別負債或聯名負債。此項抵銷權是一項持續性的抵押安排，獨立於貴公司目前或日後持有的任何證券以外，對該等證券並無影響。

- (b) 在不損害貴公司依法可能擁有的任何扣押權、抵銷權或任何其他類似權利的情況下，除了上述權利外，貴公司於任何時間為任何緣故持有、或代吾等存於戶口(不論以個人名義或與他人聯名)、或由貴公司或貴公司在香港或其他地方的任何聯營公司因任何緣故保管(包括代為託管)的本人於任何基金、證券、商品或其他財產的權益，貴公司對其均有扣押權。貴公司亦有權分配、動用此等基金，以及出售此等證券、商品或其他財產或其任何部分(而貴公司亦獲授權就此等分派或出售採取一切必要的行動)，並動用此等出售所得的資金和款項，抵銷或履行吾等對貴公司或貴公司任何聯營公司的一切或任何義務，不論是否有任何其他人士在此等資金或證券、商品或其他財產(或其出售所得款項)中擁有權益，不論貴公司曾否就此等證券、商品或其他財產的銷售和購買作出任何性質的墊款或供款，也不論吾等在貴公司開立戶口的數目。
- (c) 吾等謹此授權貴公司，就任何通過吾等於軟庫中華金融服務有限公司及/或貴公司的戶口代吾等正式作出的交易進行交收。為免混淆，對上述通過吾等於軟庫中華金融服務有限公司及/或貴公司的戶口作出的交易進行交收的事宜，由貴公司全權決定，而貴公司亦有權隨時要求吾等立刻以現金對上述交易進行交收，而毋須給予任何理由。
- 17 保密資料的披露
- (a) 吾等預期軟庫中華以保密方式處理有關本戶口的一切事宜，但若任何政府或公眾團體的任何部門或機構提出要求，包括證監會及或聯交所(「監管人」)，軟庫中華可向其披露有關吾等或戶口交易的資料及詳情，以協助其正在進行的任何調查或查詢，不論此等要求是否具備法律執行效力，而吾等亦同意，軟庫中華毋須為此等披露對吾等承擔任何責任。
- (b) 吾等更表示明確同意，若有關方面提出要求，有關交易受益人和最終指示人的詳情，可直接提交予監管人。吾等同意，即使在本協議終止後，仍可提供此等資料。
- 18 賠償
- 吾等同意，若因吾等違反本協議書規定吾等的任何義務，因而導致或引致任何損失、索償、負債、開支或費用，包括軟庫中華結束戶口或追討任何欠款而合理產生的費用，吾等將向軟庫中華(包括其作為一家公司的身份及作為其董事、負責人、僱員和代理的受託人的身份)作出賠償，保障其免受任何損失。
- 19 交收失誤
- 因吾等交收失誤所導致的任何損失和開支，由吾等向軟庫中華承擔責任。若在買賣交易中，沽方經紀未能於交收日期交付，以致軟庫中華需在公開市場取得應已代吾等購入的證券，則吾等毋須就此等公開市場買賣的任何差價及隨之產生的開支，向軟庫中華承擔責任。
- 20 免責條款
- (a) 因任何事實或判斷的錯誤、或因軟庫中華、其董事、負責人、僱員及代理或資訊供應商採取任何行動或未採取任何行動或遺漏或違約、或由此而引起的任何後果所導致的任何損失、損毀或法律費用，軟庫中華、其董事、負責人、僱員及代理，以及任何資訊供應商，一概毋須負責，除非此等損失、損毀或費用，乃其嚴重疏忽或蓄意違約所直接引致。
- (b) 吾等更同意，任何間接或其他衍生性的損失或其他經濟損失(包括但不限於利潤的損失、買賣虧損或特殊損毀)，不論由疏忽、違約或其他原因(包括但不限於任何不便、延誤或未能使用服務)所引致，軟庫中華、其董事、負責人、僱員及代理均毋須承擔責任，即使軟庫中華已獲知會可能出現此等損失或損毀。
- 21 買賣限制
- 吾等理解，軟庫中華有絕對酌情權可隨時中止、禁制或限制吾等給予指示或替換戶口內證券的能力，而毋須事先通知吾等。
- 22 結束戶口
- 軟庫中華同意，倘吾等已付清一切負債，吾等可隨時以書面通知軟庫中華，結束戶口。吾等同意，軟庫中華可隨時因任何理由由結束戶口。結束戶口不會影響任何一方於戶口結束日期前所擁有的權利和義務。
- 23 不可抗力
- 吾等同意，若因軟庫中華、其董事、負責人、僱員及代理不能直接控制的任何情況或處境，包括但不限於政府限令、交易所或市場裁決、暫停買賣、電子或機械設備或通訊線路失靈、電腦病毒、電話或其他接駁問題、未經授權接入、盜竊、戰爭(不論是否經正式宣戰)、惡劣天氣、地震及罷工等事故，導致其任何職責的履行有任何延誤或未能履行，或直接或間接導致任何損失，軟庫中華、其董事、負責人、僱員及代理對此概不負責。
- 24 確認單與戶口結單
- (a) 軟庫中華須盡力向吾等提供其於戶口進行的每項交易的電子方式或複印文本確認單，以作紀錄。若吾等在收訖有關確認單後三天並無提出書面異議，該等交易即對吾等有約束力。在任何情況下，吾等對某項交易提出的異議有效與否，由軟庫中華決定。
- (b) 除非在有關期內吾等戶口並無交易或任何收入或支出項目，以及任何未結餘額或持倉或抵押品之外，軟庫中華須盡力向吾等提供電子方式或複印文本的戶口月結單(格式由軟庫中華決定)，載有上一戶口結單日期至本單日期內，吾等以軟庫中華或其代理或代理人名義持有的證券清單，戶口所進行的一切交易的詳情，以及期末結餘及持倉的詳情，若無對上結單日，則由戶口開立日期起計算。每一份結單所載的資料，均對吾等有約束力，除非吾等於收到戶口結單後五天內，以書面提出異議。在任何情況下，吾等對某項交易提出的異議有效與否，全由軟庫中華決定。
- 25 通知
- (a) 任何報告、確認書、通知、和其他通訊，可按本協議書內所提供的地址、電話或傳真，或吾等日後以書面知會貴公司的其他地址或電話傳送至吾等(若屬聯名戶口而沒有指定收件人，則以本協議書末首位署名人為收件人)，如此傳送的一切通訊，不論以郵寄、電報、電話或其他方式傳送，若以電話方式則於致電後視為已經傳送；若郵寄方式則於寄出後視為已經傳送；若通過傳遞代理傳送則於該代理收訖後視為已經傳送，而不論吾等是否實際收訖。
- (b) 在不損害任何其他有效方法的前提下，任何通知、付款通知或其他通訊，若按客戶資料聲明所載位址寄予吾等，即表示已於緊接貴公司寄出日期後的下一個營業日送達吾等手中，除非貴公司已收訖有關一個不同地址的書面通知。
- 26 委託權
- 吾等謹此同意及不可撤回地委任軟庫中華金融服務有限公司，在法例許可的最大範圍內，擔任吾等真實合法的全權代表，以便執行本協議書條文，並為達成本協議書的宗旨的緣故，在其認為必要和適宜的情況下，採取各種行動和簽署各類文據。
- 27 可分割性
- 始本協議書的任何條文在任何司法區的法例下被指為不合法、無效、失效或不可執行，本協議書其餘部分於該司法區的合法性、有效性或可執行性，以及本協議書整體於其他司法區的合法性、有效性或可執行性，均不會受到影響。
- 28 放棄
- 若本協議書所規定的任何權利、權力或補償未有被行使或行使時有所延誤，並不表示任何此等權利、權力或補償已被放棄，任何此等權利、權力或補償被單獨或局部地行使，亦不影響日後或在其他情況下行使任何此等權利、權力或補償或任何其他權利、權力或補償。
- 29 繼承人
- 吾等同意，本協議書及其所有條款，對吾等的承人、遺囑執行人、遺產管理人、個人代表和承讓人均有約束力。本協議書對軟庫中華的繼承人及承讓人同樣有效，該等人士可繼承軟庫中華於本協議書的權益。
- 30 轉讓
- 軟庫中華可轉讓其於本協議下的權利與義務予其任何附屬公司或代理，而毋須事先通知吾等，亦可在事先以書面通知吾等後轉讓予任何其他實體，吾等未經軟庫中華書面同意前，不得轉讓吾等在本協議書的權利與義務。

31 共識的全部

本協議書，連同吾等與軟庫中華之間有關戶口的所有其他書面協議，以及送予吾等的結單和確認單上所載的條款，已包含吾等與軟庫中華對本協議書主旨的全部共識。

32 修訂條款

軟庫中華保留單方面變動、修訂或更改本協議書條文的權利，而任何此等更改，一經向吾等發出書面通知，即對吾等產生約束力。除非由軟庫中華的授權負責人以書面簽署同意，否則本協議書的任何條文，一概不得豁免、變動、修訂或更改或被視為已豁免、變動、修訂或更改，本協議書明確容許者則除外。

33 電話對話錄音

吾等確認及同意軟庫中華可以(但非必須)將軟庫中華及吾等之間的電話對話錄音及保留紀錄，以便軟庫中華能就任何有關證券買入及/或沽出事宜的資料核實，並遵守證監會的守則指引。如有任何爭拗，該等紀錄將可作為證據及在缺乏明顯錯誤的情況下，具決定性及對各方均有約束力。該等紀錄將屬軟庫中華所有。

34 保證、證明及承諾

吾等在此向軟庫中華證明、保證及承諾：

- (a) 吾等代表_____與軟庫中華簽定本協議書。
- (b) 吾等具有完全的能力及權力簽署並履行協議書及其內所列吾等之責任，以及按需要授權予軟庫中華，使吾等能根據協議書及任何其他對吾等有約束力之附加協議書履行責任；
- (c) 本協議書已被吾等有效地簽署及根據其條款構成對公司有效及有法律約束力，及可強制吾等服從之協議書；及
- (d) 本協議書及其履行及所包含之責任不會及將不會：
 - (i). 違反任何現行吾等須遵守之法例、法規、法令、規則或條例或任何判決、頒令或許可；或
 - (ii). 與吾等為其中一方或須遵守或任何吾等受其約束之協議或其他契約相衝突或導致違反其中之條款或構成任何不履約行為；或
 - (iii). (假如吾等為一間公司) 違反或抵觸吾等之買賣契約書及公司章程或公司條例或任何適用的地方法及根據具體情況而定。

35 訂約地點與適用法律

本協議書須視為在香港簽訂。因本協議書而產生的一切有關爭議，適用香港特別行政區(「香港」)法律，並須按該法詮釋。軟庫中華及吾等均接受香港法院的司法權

36 風險披露聲明書


- (a) 吾等謹此確認，本風險披露聲明以吾等選擇的中文提供予吾等，並且吾等已被邀閱讀此項風險披露聲明、提出查詢、以及按吾等意願諮詢獨立意見。
- (b) 若軟庫中華業務出現重大變化，可能影響其提供的服務，軟庫中華將會知會吾等。
- (c) 軟庫中華承諾如協議書內出現有關軟庫中華任何重大變化，包括其公司名稱、地址、註冊狀況及註冊編號，所提供服務的性質及所收取的費用等方面的變更，軟庫中華將會知會吾等。

37 同意使用資料及數據

吾等同意及確認軟庫中華根據本協議書進行活動及事項時，有權向其任何聯營公司披露任何有關吾等本身及吾等戶口關係及/或任何其他戶口及與軟庫中華業務往來的資料及數據。

吾等確認，吾等已閱讀本協議書的英文版，其內容亦以吾等明瞭的語言向吾等詳盡解釋，而吾等願意接納本協議書。吾等確認，本協議書的任何中文譯本及/或版本，乃為協助若干客戶而設，並不適用於條款涵義的闡釋。為免引起疑問，在不損害以上所述的通用性的前提下，中英文版本條款若由歧義，概以英文版為準。

簽署人： 機構/公司戶口

 Please sign here

授權簽署/商業印鑑

公司/機構名稱

日期

見證人：

見證人簽署(註 1)

見證人姓名

日期

軟庫中華金融
服務有限公司
確認及接納

授權簽署/商業印鑑

日期

註 1：假設開戶文件(如開戶表格及客戶資料聲明)並非在任何軟庫中華僱員的見證下簽署，本協議書則需在任何一位在證監會註冊人士、其關連人士，治安官員、或專業人士如銀行分行經理、執業會計師、律師或公證人的見證下簽署。

風險披露聲明

致：軟庫中華金融服務有限公司

- 1 吾等確認，本風險披露聲明並非旨在披露有關一般證券、創業板證券、根據 Nasdaq-Amex 試驗計劃(PP)上市的證券及在香港聯合交易所有限公司上市買賣的期權的所有風險和其他重要事宜。吾等明瞭，吾等於開始進行任何買賣活動前，應自行對此等買賣作出研究。

一般證券買賣的風險

- 2 吾等確認，證券價格具有波動性，有時波幅甚大。證券價格可升可跌，甚至可能變得毫無價值。買賣創業板證券，可能會招致損失而不能獲得利潤。吾等亦確認，證券交由貴公司保管，可能存在風險。舉例而言，若貴公司持有吾等的證券而失卻償債能力，吾等在追討證券方面可能遭遇重大延誤。此等風險，吾等俱願承受。

香港聯合交易所創業板(「創業板」)上市證券買賣所涉的風險

- 3 吾等明瞭，創業板上市證券涉及高度投資風險。吾等尤其明瞭，在創業板上市的公司，可能並無盈利記錄可查。吾等明瞭，創業板上市公司的新興業務性質，以及該等公司所屬的行業或國家，可能會帶來風險。
- 4 吾等知悉投資於此等公司的潛在風險，並明瞭吾等應於作出適當和謹慎的考慮後，方才作出投資決定。吾等明瞭，創業板市場的風險較高及具備其他特點，可能對專業投資者和其他資深投資者較為合適。
- 5 鑒於創業板上市公司的新興業務性質，吾等明瞭，創業板上市證券可能會非常波動和缺乏流通性。
- 6 吾等亦明瞭，有關創業板上市證券的最新資料，可能僅可在聯交所運作的互聯網網站上查詢。創業板上市公司一般毋須在被指定刊登法定廣告的報章刊登須予繳費的公報。因此，吾等確認，吾等需登入創業板網站查詢有關創業板上市公司的最新資料。
- 7 吾等明瞭，若吾等對本風險披露聲明的任何內容或買賣創業板上市證券的性質和所涉及的風險，有任何不確定或不明瞭之處，吾等應尋求獨立專業意見。
- 8 吾等明瞭，簽署本風險披露聲明乃聯交所規則所規定，若本聲明未經吾等簽署及確認，貴公司將無法執行吾等有關買賣創業板證券的指示。

Nasdaq-Amex 試驗計劃(PP)證券買賣所涉的風險


- 9 吾等明瞭，根據 Nasdaq-Amex 試驗計劃(PP)上市的證券，乃為資深投資者而設。吾等確認，吾等於買賣 PP 證券前，應先行諮詢吾等的證券商，熟習 PP。吾等應知悉，PP 證券並非如聯交所主板或創業板的第一或第二上市股份一般，備受監管。

期權買賣的風險

- 10 期權買賣涉及重大的虧損風險。在若干情況下，吾等的虧損金額，可能高於吾等原先投入的保證金。即使作出「止蝕」或「限價止蝕」等應變指令，亦非必定避免損失。市場情況可能令該等指令無法執行。吾等可能於短時間內被通知補倉，若所需資金未能於指定時間內繳交，吾等即可能被斬倉，吾等賬戶中尚結欠的款項，亦需由吾等負責。因此，吾等進行買賣前，應對期權加以研究及瞭解，根據吾等的財政狀況和投資目標審慎考慮，此等買賣是否恰當。若吾等進行期權買賣，吾等應對行使和屆滿的程式，以及吾等於行使或屆滿時的權利和義務，有所瞭解。
- 11 期權交易附帶高度風險。吾等作為期權買家及賣方，應自行熟習吾等擬買賣的期權類別(即認購期權或認沽期權)，以及其相關的風險。吾等應計算，在扣除期權溢價和所有交易費用後，期權價值需增加多少，吾等的持倉方能獲利。
- 12 期權買家可對銷或行使期權或讓期權屆滿失效。期權的行使將導致現金結算或買家購入或交付期權所涉的資產。若已購期權於期限屆滿時毫無價值，吾等的投資(即期權溢價加交易費用)將全部虧損。若吾等擬購入折價幅度極大的價外期權，吾等應知悉，該等期權能獲利的機會，一般較為渺茫。
- 13 沽出期權所涉風險，一般遠較買入期權為大。雖然沽家可獲定額溢價，但其虧損金額可能超過溢價。若市場走向與沽與沽家持倉背道而馳，沽家將需補倉，方能繼續持倉。此外，沽家亦將面對買家以現金行使期權或購入交付期權所涉資產的風險。若沽家持有相同資產的對應倉額或持有另一期權，為期權作擔保，則有關風險或會降低。若期權未作擔保安排，有關風險可能難以估量。
- 14 個別司法地區的若干交易所，容許期權溢價延後付款，買家將因此而需承受支付不超過溢價金額的保證金的責任。買家仍需承受損失溢價和交易費用的風險。當期權被行使或屆滿時，買家需支付當時未付的溢價。

提供將吾等的證券抵押品等再質押的授權書的風險

- 15 向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用吾等的證券或證券抵押品、將吾等的證券抵押品再質押以取得財務通融，或將吾等的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。
- 16 假如吾等的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於吾等已就此給予書面同意的情況下方行有效。此外，除非吾等是專業投資者，吾等的授權書必須指明有效期，而該段有效期不得超過 12 個月。若吾等是專業投資者，則有關限制並不適用。
- 17 此外，假如吾等的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向吾等發出有關授權將被視為已續期的提示，而吾等對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則吾等的授權將會在沒有吾等的書面同意下被視為已續期。
- 18 現時並無任何法例規定吾等必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向吾等提供保證金貸款或獲准將吾等的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向吾等闡釋將為何種目的而使用授權書。
- 19 倘若吾等簽授權書，而吾等的證券或證券抵押品已借出予或存放於第三方，該等第三方將對吾等的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據吾等的授權書而借出或存放屬於吾等的證券或證券抵押品須對吾等負責，但上述持牌人或註冊人的違責行為可能會導致吾等損失吾等的證券或證券抵押品。
- 20 大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如吾等毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

 Please sign here


客戶授權簽署:
賬戶編號:

客戶確認聲明

吾等謹此確認。本風險披露聲明以吾等選擇的語言(英文或中文)提供予吾等，並且吾等已被邀閱讀此項風險披露聲明、提出查詢、以及按吾等意願諮詢獨立意見。

公司客戶

代表：

 Please sign here

姓名：
職位：
賬戶編號：
日期：

本公司職員聲明

本人謹此確認本人已：

1. 按客戶選擇的語言(英文或中文)向其提供風險披露聲明；及
2. 邀請客戶閱讀此項風險披露聲明、提出查詢、以及按其意願諮詢獨立意見。

職員姓名：
日期：

Declaration of client's knowledge of derivatives

客戶對衍生工具的認識之聲明


To : SBI China Capital Financial Services Limited
(Hereinafter referred to "SBI")

軟庫中華金融服務有限公司
(下稱「軟庫中華」)

- I/We have received and read the "Risk Disclosure Statements" provided by SBI in a language which I/we understand.
本人/吾等已收到並仔細閱讀，由軟庫中華提供，並以本人/吾等所選擇之語言的「風險披露聲明」。
- I/We hereby confirm that SBI have fully explained to me/us and I/we have fully understood such risk disclosure statements and all relevant sections related to risks associated with trading in derivative products stated in the Hong Kong Exchanges and Clearing Limited Website: <http://www.hkex.com.hk/eng/prod/product.htm>.
本人/吾等特此確認軟庫中華已向本人/吾等詳盡解釋該「風險披露聲明」及本人/吾等完全明白其內容和在香港交易及結算所有有限公司的網站(http://www.hkex.com.hk/chi/prod/product_c.htm)所陳述的所有有關交易衍生產品的相關風險的條文。
- I/We agree that I/we will bear full responsibility for all investments and investment decisions that I/we make, and SBI will not be held any liable for any loss, damage or claim in connection with my/our investments.
本人/吾等同意本人/吾等承擔一切由本人/吾等作出之投資和投資決策的責任。若因本人/吾等之投資而導致任何損失、賠償或索償，本人/吾等同意軟庫中華不需要承擔任何責任。
- I/We understand that SBI may not accept my/our orders related to certain derivative products, if I/we do not have sufficient knowledge in such products.
本人/吾等明白，若本人/吾等對有關衍生產品沒有認識，軟庫中華有可能不接納本人/吾等對該產品的交易指示。

For individual account 個人戶口

For corporate account 公司戶口

 Please sign here

Name :

姓名

Account No. 戶口號碼 :

Date 日期 :

Authorized Signatory (with business chop)

授權簽署 (商業印鑑)

Account No. 戶口號碼 :

Date 日期 :

Declaration of client's knowledge of derivatives

客戶對衍生工具的認識之聲明

I/we have:

本人/吾等:

- ☐ undergone training or attended courses on derivative products;
曾接受有關衍生產品的培訓或修讀相關課程;

Training or course information 培訓或課程資料:

● For corporate client 公司客戶

Name of individuals, who are authorized by the corporation to give instructions in relation to the operation of the account: 代表客戶給與關於戶口運作的指示之授權人士名稱

- ☐ work experience related to derivative products (current or previous);
現時或過去曾有與衍生產品有關的工作經驗;

● For Individual client 個人客戶

No. of years of experience 工作年期: _____

● For corporate client 公司客戶

Information of individuals, who are authorized by the corporation to give instructions in relation to the operation of the account: 代表客戶給與關於戶口運作的指示之授權人士資料

Name 姓名: _____ No. of years of experience 工作年期: _____

- ☐ executed five or more transactions in derivative products (whether traded on an exchange or not), eg derivative warrants, callable bull/bear contracts, futures and options contracts, etc, within the past three years.

在過去三年曾執行過五次或以上有關的衍生產品(不論是否在交易所買賣)的交易, 例如, 衍生權證、牛熊證、期貨及期權合約等。


DECLARATION 聲明:

I/we understand that I/we may be exposed to the relevant risks when I/we purchase derivative products. I/we have knowledge and understand the nature and risks of derivatives. I/we have read and understand all relevant sections related to risks associated with trading in derivative products stated in the Hong Kong Exchanges and Clearing Limited's website ([http:// www.hkex.com.hk/eng/prod/product.htm](http://www.hkex.com.hk/eng/prod/product.htm)). SBI China Capital Group does not need to explain the risks of derivative products to me/us. I/we will bear full responsibility for all investments and investment decisions that I/we make.

本人/吾等明白當認購衍生產品時, 本人/吾等可能受到該產品所帶來的有關風險影響。本人/吾等對衍生工具的性質及風險有認識及理解。本人/吾等已閱讀並理解在香港交易及結算所有有限公司的網站(http://www.hkex.com.hk/chi/prod/product_c.htm)所陳述的所有有關交易衍生產品的相關風險的條文。軟庫中華集團並不需要向本人/吾等作出對衍生工具的風險解釋。本人/吾等願意承擔一切由本人/吾等作出之投資和投資決策的責任。

For individual account 個人戶口

For corporate account 公司戶口

 Please sign here

Name 姓名

Authorized Signatory (with business chop)
授權簽署(商業印鑑)

Account No. 戶口號碼:
Date 日期:

Account No. 戶口號碼:
Date 日期:

Personal Data Policy Statement

SBI China Capital Financial Services Limited ("SBI China Capital") will endeavor to assure the personal data of their clients (the "Clients") is used and provided properly. It is necessary for the Clients to supply SBI China Capital with data which are personal data for the purposes of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Data"). In the event of inadequate or defective provision of the necessary Data, SBI China Capital may not be able to provide or continue to provide services to the Clients or comply with any law or guidelines issued by regulatory or other authorities.

(1) The purposes for which the Data relating to the Clients may be used are as follows:

(i) daily operation and provision of services and facilities provided to the Clients; (ii) conducting credit checks, enquiries and reviews on the Clients; (iii) assisting other institutions to conduct credit checks on the Clients; (iv) ensuring the Clients' ongoing creditworthiness; (v) determining the level of indebtedness owed to or by the Clients; (vi) collection of debts; (vii) designing financial services or related products for the Clients; (viii) any other purposes relating to or incidental to the Clients and the account; (ix) meeting all legal requirements regarding disclosure obligations imposed by all relevant laws, rules, regulations or regulatory authorities applicable from time to time, and (x) all purposes ancillary thereto.

(2) SBI China Capital shall maintain data supplied by the Client as confidential but SBI China Capital may disclose and transfer the Data to the following parties:

(i) any employee, agent, contractor or third party service provider who provides administrative, credit information, credit facility, debt collection, telecommunications, computer, payment or other services to SBI China Capital in connection with the operation of its business; (ii) any financial institution with which the Clients have or propose to have dealings; (iii) regulatory authorities, law enforcement officials and other relevant government bodies; (iv) any other person under a duty of confidentiality to SBI China Capital including (but not limited to) a company within SBI China Capital which has undertaken to keep such information confidential; and (v) any person for the purposes set out in paragraph (1) above.

(3) The Clients has the following rights in relation to their personal data:

(i) check whether SBI China Capital holds the Data; (ii) access the Data held by SBI China Capital; (iii) correct the Data which is inaccurate; and (iv) make inquiries of SBI China Capital regarding their policies and practices in connection with the data and to be informed of the kind of personal data maintained by SBI China Capital.

None of the members of SBI China Capital shall have any liability, obligation or responsibility to the Clients if any information supplied by the Clients or on their behalf is incorrect or inaccurate. Any requests for access to or apply for the Data or relevant information should be in writing and addressed to the office of SBI China Capital. SBI China Capital has the right to charge the Clients a reasonable fee for the processing of any Data access request.

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

SBI China Capital Financial Services Limited

Clients' Declaration for Data Protection:

I/We have carefully read, fully understood and agreed to accept and be bounded by the aforesaid Personal Data Policy Statement.

Client Name :

Date :

《個人資料政策聲明》

軟庫中華金融服務有限公司(「軟庫中華」), 將竭力確保其客戶(「客戶」)的個人資料被正確地使用及提供。客戶必需不時向軟庫中華提供個人資料(「資料」), 以作個人資料(私隱)條例下之用途。倘若客戶未能完全或準確地提供所需之資料, 軟庫中華或許不能向客戶提供或繼續提供服務, 或無法遵守法例規定或監管或其他管理機構所發出的指引。

(1) 有關客戶的資料(或其他資料)可能用於以下用途:

(i)提供服務及設施之日常運作;(ii)進行信貸審查及覆核;(iii)協助其他機構進行信貸審查;(iv)確保客戶的信用維持良好;(v)釐定客戶借貸額之水平;(vi)向客戶追討欠債;(vii)設計供客戶使用之金融服務或相關產品;(viii)與任何有關客戶及帳戶之任何用途;(ix)符合有關法律、規則、規例或監管機構所制定關於披露資料方面所訂之要求;及(x)與上述有關之目的。

(2) 軟庫中華會嚴密處理客戶提供之個人資料, 但軟庫中華可能會把客戶之個人資料披露及轉移予以下各方:

(i)僱員、代理、承包商或任何向軟庫中華提供有關業務運作之行政、信貸資料、信貸融資、債務追討、電訊、電腦、繳款或其他服務之第三方服務供應商;(ii)客戶已有或擬與之進行交易之任何金融機構;(iii)監管當局、執法人及其他有關政府機構;(iv)任何有責任為軟庫中華保密之其他人士, 包括軟庫中華以內承諾保持此等資料機密之公司;及(v)任何為進行以上第一段所列用途之人士。

(3) 客戶擁有於下列有關其個人資料方面之權利:

(i)核查軟庫中華是否持有客戶之個人資料;(ii)查閱軟庫中華所持有客戶之個人資料;(iii)更正客戶任何錯誤之個人資料;及(iv)查詢軟庫中華有關其在資料保存方面之政策、常規以及知悉軟庫中華所存放其個人資料之種類。


任何客戶提供之訊息及資料的準確性, 軟庫中華絕不牽涉或承擔任何義務、職責或責任。任何查詢或申請有關其個人資料, 均應以書面形式提出並寄往軟庫中華辦事處。軟庫中華有權就處理任何資料索取查閱之申請收取合理費用。

如果英文的註釋和中文的註釋有衝突時, 會以英文的註釋為準。

軟庫中華金融服務有限公司

客戶個人資料保障聲明:

本人/吾等已仔細閱讀、完全理解並同意接受及遵守上述之《個人資料政策聲明》。

 Please sign here

客戶名稱 :

日期 :

互聯網證券買賣服務協定

(附加於現金/保證金客戶協議書)

本協議是下列人士之間的協議:

- (1) 軟庫中華金融服務有限公司(「軟庫中華」); 及
- (2) 申請人

鑑於軟庫中華同意以本人/吾等之名義或代本人/吾等開立電子交易戶口(「戶口」)及透過其所提供的電子交易服務運作此戶口,以進行證券買賣;本人/吾等同意,根據以下條款及條件,及本人/吾等與軟庫中華簽訂之現金/保證金*客戶合約之條款及條件,及受此等條款及條件規限,運作此戶口:-

1. 定義

1.1 在本協定中,以下詞語具有下列含義:

- 「進入密碼」指密碼及戶口號碼;
- 「戶口」指本人在貴公司開立的互聯網買賣戶口,經由網上交易服務運作;
- 「證券客戶合約」指軟庫中華金融服務有限公司之現金客戶協議書及/或保證金客戶協議書;
- 「電子買賣服務」指本人/吾等發出電子指令的設施,以及網上交易服務提供的資訊服務;
- 「指令」指以電子方式買賣證券的買賣指令或其他處理指令;
- 「網上交易服務」指軟庫中華根據本協定提供的網上買賣服務,包括電子買賣服務、軟庫中華網址上的任何資料,以及其中的軟體;
- 「互聯網買賣政策」指有關網上交易服務運作的政策(經不時修訂);
- 「密碼」指本人/吾等與帳號一併使用的個人密碼,據之可進入該服務;
- 「軟庫中華」指軟庫中華金融服務有限公司;
- 「申請人」指任何希望使用服務,及已接納本協議的條款及條件,且為服務接收者的公司、商號、合夥企業或個人;
- 「帳號」指客戶與密碼並使用的個人密碼,據之可進入電子買賣服務,以及其他網上交易服務提供的服務。

1.2 單數詞語包括衆數詞語,反之亦然。提到一種性別之處,包括所有性別。「人士」一詞,包括商號或獨資經營、合夥經營、集團及法人公司,反之亦然。

2. 網上交易服務

- 2.1 本人/吾等瞭解,電子買賣服務為一半自動設施,讓本人/吾等發出電子指令,並接受資訊服務。
- 2.2 本人/吾等同意使用電子買賣服務,必須遵照本協定條款及證券客戶合約。本人/吾等使用日後經由網上交易服務提供的其他服務,亦必須遵照本協定條款及客戶協議書。
- 2.3 本人/吾等為戶口項下電子買賣服務的唯一獲授權使用者。本人/吾等需對進入密碼的保密及使用承擔責任。本人/吾等承認及同意,本人/吾等需就使用密碼輸進電子買賣服務的所有指令負責,而貴公司、貴公司董事、高級職員或僱員概毋須對本人/吾等、或經由本人/吾等提出申索的任何其他人士(就任何有關處理、錯誤處理或遺失任何指令)的申索承擔責任。
- 2.4 本人/吾等承認,網上交易服務的所有人權益屬貴公司。本人/吾等保證及承諾,本人/吾等不會(亦不會嘗試)干擾、修改、拆解、易轉、操縱或以其他方式修改(且亦不會嘗試未獲授

權進入)網上交易服務的任何部分。本人/吾等承認,若本人/吾等在任何時候違反是項保證及承諾,則貴公司可向本人/吾等採取法律行動。本人/吾等承諾,若本人/吾等知悉任何人士干犯本段上文所述任何行動,則本人/吾等需即時通知貴公司。

- 2.5 本人/吾等進一步承認及同意,作為使用電子買賣服務發出指令的先決條件,若有下列情況,本人/吾等需即時通知貴公司:(a)有關戶口的指令已經有電子買賣服務作出,而本人/吾等未受到命令編碼;(b)有關戶口的指令已經有電子買賣服務作出,而本人/吾等未收到對指令或其執行的準確認收(不論經書面、電子或口頭);(c)本人/吾等收到交易指示的認收(不論經書面、電子或口頭),但該等交易指令並非本人/吾等作出,或其他類似的不一致情況;或(d)本人/吾等知悉戶口號碼或密碼的任何未經授權使用。
- 2.6 本人/吾等瞭解,貴公司擬備網上買賣政策,列出網上交易服務運作政策及程式。該政策可經由網址取得,在任何時候均適用。該政策的條款,對本人/吾等對使用網上交易服務具約束力。若本協定條款與網上買賣政策不一致,一本協定條款為準。
- 2.7 本人/吾等承認富泰網址若提供報價服務,乃由貴公司不時指定的第三方提供者提供。本人/吾等承認並同意,對本人/吾等在任何方面因報價服務或因本人/吾等以來該服務而發生或與之相關的任何損失、費用、支出、損害賠償或申索貴公司概毋須承擔責任。
- 2.8 本人/吾等瞭解,就提供資訊而言,電子買賣服務只提供由第三方刊發的證券資料。因時常撥動及資料傳遞過程的延誤,該等資料可能並非有關證券或投資的即時市場報價。本人/吾等瞭解,雖然貴公司相信該等資料可靠,但沒有獨立基準可茲證實(否定)所提供資料的準確及完整性。本人/吾等瞭解,不應從所提供的任何證券或投資資料而推斷貴公司作出任何推薦或認可。
- 2.9 本人/吾等接受經由互聯網或其他電子方法或設施接受或取得服務以及經由互聯網或其他電子設備或設施溝通或進行交易所帶來的風險。

3. 戶口

- 3.1 本人/吾等承認,本人/吾等只可經由互聯網進入戶口,本人/吾等承認,若本人/吾等在經由互聯網接觸貴公司時有任何困難,本人/吾等需嘗試使用其他方法與貴公司溝通,並把所遇困難知會貴公司。
- 3.2 開戶口時,本人/吾等需在戶口申請表上寫明本人/吾等就使用該服務而存入首筆按金的款額。該款額可由本人/吾等親自以支票、銀行本票存入或以電傳存入貴公司的銀行戶口。本人/吾等承認貴公司收到戶口申請表上所載有效款項後,方會把進入密碼通知本人/吾等。
- 3.3 本人/吾等確認,本人/吾等所發出的買入指示之有效性,將取決於本人/吾等的戶口內之可運用款額。

4. 指令

- 4.1 如因故障、通訊設施傳送失敗、或通訊媒體不可靠或並非貴公司所能控制或預期的或多項原因,以致在傳送、收取或執行指令上有所延誤貴公司毋須承擔責任。
- 4.2 本人/吾等瞭解,向傳播市場資料的各方提供市場資料的每一參與政權交易所或組織,對其提供的全部資料申張財產權益。本人/吾等亦瞭解,任何一方概不保證市場資料或任何其他市場資訊的時效、序列、準確或完整性。任何損失或損害,若因下列原因或由其產生,貴公司或任何傳播方概毋須承擔任何責任:任何該等資料、資訊或資訊不準確、錯誤、延誤或遺漏;或該等資料、資訊或資訊傳送或交付時的任何不準確、錯誤、延誤或遺漏;或任何該等資料、資訊或資訊因貴公司或任何傳播方的疏忽行為以致無法履行或提供;或任何不可抗力事件;或任何其他非貴公司所能控制或任何傳播方所能合理控制的其他原因。本人/吾等只會把股票報價用於自身用途,不會因任何原因向任何其他人士或實體提供該等資料。

- 4.3 本人/吾等承認，因無法預料的通訊擁塞及其他原因，互聯網是存有內在不可靠性的通訊媒體，而該不可靠性非貴公司所能控制。本人/吾等承認，因該不可靠性，在傳送及接收指令及其他資料時可能有延誤，以致執行指令的延誤及/或執行指令的價格與發出指令時的價格不同。本人/吾等進一步承認及同意，任何通訊均有誤解或錯誤的風險，而該等風險需絕對由本人/吾等承擔。本人/吾等承認及同意，指令一經發出，通常不可取消。

5. 境外指令

若本人/吾等在香港以外地方貴公司發出指令，本人/吾等同意確保及聲明，該等指令嚴格遵守該等指令發出時所在相關司法轄區的任何適用法律。本人/吾等進一步同意，本人/吾等有疑問時會諮詢相關司法轄區的法律顧問。本人/吾等接受在香港以外地區發出的指令，可能需向相關當局支付稅費，本人/吾等同意支付該等適用稅費。本人/吾等同意，按要求彌補貴公司因本人/吾等在香港以外地區發出指令而發生的任何損害、損失、費用、法律程式、要求或申索。

6. 風險披露聲明

電子交易風險在交易高峰、市場波動、系統升級及維護或其他時間，互聯網或其他電子設備的進入可能會受到限制甚至無法進入。通過互聯網或其他電子設施進行的交易可能會因不可預測的流量堵塞和其他貴公司無法控制的原因而受到干擾、傳輸中斷、以及傳輸延誤。由於技術上的制約，互聯網是一種不完全可靠的通訊媒體。由於這種不可靠性原因，交易指令及其他資訊的傳輸和接收可能會有延誤，而這會導致交易指令在執行上的延誤，或者交易執行的價格以不同于指令發出時的市場價格。而且，通信和個人資料可能會被未經授權的第三方取得，且在通信上會存在誤解或錯誤的風險，而這些風險將完全由本人/吾等承擔。本人/吾等確認並同意，交易指令一旦發出通常將不可能取消。

7. 終止

- 7.1 本人/吾等如欲終止本協議，須在一個月前通知軟庫中華。
- 7.2 軟庫中華可以無需給予本人/吾等任何理由下，隨時通知本人/吾等即時終止本協議。
- 7.3 在終止本協議的生效日期後:(i)所有根據本協議之條款給予本人/吾等的權利、特許及其他特權會即時停止;及(ii)本人/吾等將不會獲得在本協議終止前已預繳的任何費用的退款。
- 7.4 本人/吾等確認及同意，在本協議終止後，軟庫中華仍然擁有向本人/吾等索償的權利。

8. 一般規定

- 8.1 若本協議的任何條款或規定的全部或部分，根據法律的任何條令或規章而失效、成為不合法或不可強制執行。此等失效、成為不合法或不可強制執行的條款或規定或部分將不再是構成本協議的部分。本協議的其餘條款或規定的有效性將不受影響而會被強制執行。
- 8.2 本人/吾等確認及同意，任何軟庫中華不行使或延遲行使本協議的任何權利、權力或特權，並不當作放棄有關權利、權力或特權，而軟庫中華使用本協議的任何單一或部份權利、權力或特權，並不排除進一步使用有關權利、權力或特權。
- 8.3 本協議受香港特別行政區的法律管轄及詮釋。協議內各方可提交之法院司法權不限於香港特別行政區的法院的司法權。

8.4 發給本人/吾等的所有通知及通訊，可藉電子郵件或傳真方式送交客戶資料聲明表所載之本人/吾等的電郵地址或傳真號碼，或遞送或郵寄至客戶資料聲明表所載之本人/吾等的郵寄地址。

9. 本人/吾等謹此聲明

9.1 本人/吾等同意在任何情況下，除非由於軟庫中華之嚴重疏忽或故意失誤所致(視屬何情況而定)，否則彼等均不會就此服務負任何責任，包括但不限於：

- (a) 在本人/吾等之通訊設備傳送及/或接收資料出現失敗或延誤;
- (b) 處理本人/吾等就此服務而作出之要求或提示及/或應本人/吾等之要求或指示作出回覆
- (c) 該等要求或回覆(或泛指該等資料或有關傳送)之任何錯誤或不正確;
- (d) 任何超逾軟庫中華合理控制範圍內所引致之後果。

9.2 本人/吾等進一步承認及同意，作為發出指示而使用服務之一項附帶條件，倘出現以下情況，本人/吾等有基本責任須立即致電本人/吾等之賬戶經紀或軟庫中華之客戶服務熱線通知軟庫中華：

- (a) 有關賬戶之指示已透過服務發出，但本人/吾等在軟庫中華所指定之時間內尚未接獲有關該項指示之確認或有關該項乃錯誤指示之信息;
- (b) 本人/吾等已接獲本人/吾等並無發出指示之交易之確認(不論以複印文本、電子或口頭方式)或任何相類抵觸者;
- (c) 本人/吾等知悉私人密碼出現任何未經許可之使用情況。

如本人/吾等未能履行此項責任，本人/吾等將不得要求軟庫中華負責，並須對軟庫中華因此而產生之直接或間接損失及費用作出全數彌償。

9.3 本人/吾等明白及承認除非經過司法程式證明錯誤之處，軟庫中華確認收到本人/吾等發出之任何指示及發出給本人/吾等之任何回覆之記錄均屬有約束力及確定無疑。

9.4 本人/吾等聲明本協議內所提供之資料均屬真實、完整及正確，本協議內之聲明及陳述均為準確。軟庫中華有權完全依賴該聲明及陳述，及有關資料作任何用途。本人/吾等授權軟庫中華在任何時間聯絡任何人，包括本人/吾等之銀行、經紀或任何信貸代理，以查證本協議內所提供之資料。倘多於一人簽署或同意受此條款約束，則其按此條款所須負責的責任乃屬聯同及個別承擔者。又按文義所需，單數詞和句當包括眾數用。根據此條款發給其他任何一人的通告，得視為對其全體的有效通知。

9.5 本人知悉在金融市場投資具一定風險，投資工具價格可升可跌。


9.6 如本合約的中、英文版本有任何分歧，概以英文版本為準。

簽署頁

於二零_____年_____月_____日簽署。

見證人簽署:

簽署人:(商業印鑑，如公司客戶)

 Please sign here

見證人姓名:

客戶姓名:

戶口號碼:

見證人簽署:

簽署人:

見證人姓名:

客戶姓名:

戶口號碼:

由
軟庫中華金融服務有限公司
確認並接納

授權簽署

☐ 本人/吾等欲收取電郵日結單，請將本人/吾等之日結單，電郵至以下電郵地址

電郵地址:_____

客戶簽署

客戶姓名:

戶口號碼:



To: 軟庫中華金融服務有限公司
香港中環皇后大道中5號衡怡大廈4樓

自我證明表格 - 實體賬戶
(適用於自動交換財務賬戶資料(AEOD)及美國外國賬戶稅務合規法案(FATCA))

客戶資料

客戶名稱*: _____

賬戶號碼*: _____

甲、賬戶狀況證明

第1部 自動交換財務賬戶資料(AEOD)

重要提示:

- 這是由賬戶持有人向軟庫中華金融服務有限公司(統稱「軟庫中華」)提供的自我證明表格,以作自動交換財務賬戶資料用途。軟庫中華可把收集所得的資料交給稅務局,稅務局會將資料轉交到另一稅務管轄區的稅務當局。
- 如賬戶持有人的稅務居民身分或其他資料有所改變,應盡快將所有變更通知軟庫中華。
- 除不適用或特別註明外,必須填寫這份表格所有部分。如這份表格上的空位不夠應用,可另紙填寫。在欄/部標有星號(*)的項目為軟庫中華須向稅務局申報的資料。

I. 實體類別 *

在其中一個適當的方格內加上√ 號,並提供有關資料。

財務機構	<input type="checkbox"/> 託管機構、存款機構或指明保險公司 <input type="checkbox"/> 投資實體,但不包括由另一財務機構管理(例如:擁有酌情權管理投資實體的資產)並位於非參與稅務管轄區的投資實體
主動非財務實體	<input type="checkbox"/> 該非財務實體的股票經常在 _____ (一個具規模證券市場) 進行買賣 <input type="checkbox"/> _____ 的有關連實體,該有關連實體的股票經常在 _____ (一個具規模證券市場) 進行買賣 <input type="checkbox"/> 政府實體、國際組織、中央銀行或由前述的實體全權擁有的其他實體 <input type="checkbox"/> 除上述以外的主動非財務實體(請說明 _____)
被動非財務實體	<input type="checkbox"/> 位於非參與稅務管轄區並由另一財務機構管理的投資實體 <input type="checkbox"/> 不屬主動非財務實體的非財務實體

"被動非財務實體" = 任何非財務機構的實體

II. 控權人(如實體賬戶持有人是被動非財務實體,填寫此部)

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

(1)	(5)
(2)	(6)
(3)	(7)
(4)	(8)

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

提供以下資料,列明(a)賬戶持有人的居留司法管轄區,亦即賬戶持有人的稅務管轄區(香港包括在內)及(b)該居留司法管轄區發給賬戶持有人的稅務編號。列出所有(不限於5個)居留司法管轄區。

如賬戶持有人是香港稅務居民,稅務編號是其香港商業登記號碼。

如果賬戶持有人並非任何稅務管轄區的稅務居民(例如:它是財政透明實體),填寫實際管理機構所在的稅務管轄區。如沒有提供稅務編號,必須填寫合適的理由:

理由 A - 賬戶持有人的居留司法稅務管轄區並沒有向其居民發出稅務編號。

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

理由 C - 賬戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要賬戶持有人披露稅務編號。

居留司法管轄區	稅務編號	如沒有提供稅務編號,填寫理由 A、B或C	如選取理由B,解釋賬戶持有人不能取得稅務編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

第2部 美國外國賬戶稅務合規案（「FATCA」）

免責聲明:

- 賬戶持有人如要瞭解FATCA法案詳情，閣下可參閱美國國家稅務局網站 (<http://www.irs.gov>) 資訊。
- 賬戶持有人應對其確認的FATCA身份及在本文件內提供的其他信息承擔全部責任。
- 賬戶持有人應確保於本表格內所填報的所有資料和聲明真實、正確和完備。軟庫中華不對該等資料和聲明的任何錯誤或導致的任何損失承擔任何責任。
- 軟庫中華不能向賬戶持有人提供任何稅務及法律意見。如有相關疑問，請賬戶持有人聯絡其稅務及法律顧問。

以下哪一項陳述最切合 貴公司的情况？請選擇以下 A 組或 B 組的其中一個選項。

美國實體	美國實體
如 貴公司於美國註冊成立、設立、構成或組成，請填寫並遞交美國國稅局表格 W9。	

A. 金融機構

貴公司屬金融機構，及

<input type="checkbox"/>	貴公司屬 <input type="checkbox"/> 參與的外國金融機構 ⁱ <input type="checkbox"/> 已註冊的視作合規外國金融機構 ⁱⁱ <input type="checkbox"/> 以版本一申報的外國金融機構 ⁱⁱⁱ <input type="checkbox"/> 以版本二申報的外國金融機構 ^{iv} 全球中介人識別號碼為： _____	參與的外國金融機構／ 以版本一申報的外國金融機構／ 以版本二申報的外國金融機構
<input type="checkbox"/>	貴公司屬非參與的外國金融機構。	非參與的外國金融機構
<input type="checkbox"/>	貴公司不符合上述任何一項，在此情況下請填寫及遞交適當的美國國稅局表格 W-8。	

B. 非金融機構

貴公司屬非金融機構，及


<input type="checkbox"/>	有實質業務活動的機構 <ul style="list-style-type: none"> 貴公司至少50%總收入（以上一個曆年計）來自營業活動而非被動收入，例如：投資、股息、利息、租金或權利金，及 貴公司所持有之加權平均資產（每個季度於資產負債表依照資產的公允市價或賬面價值計算）至少有50%會產出或用以產出這些營業活動的收入 	有實質業務活動的非金融外國實體												
<input type="checkbox"/>	主要為被動投資收入的機構 <ul style="list-style-type: none"> 貴公司超過50%總收入（以上一個曆年計）來自被動收入，例如：投資、股息、利息、租金或權利金，及 <input type="checkbox"/> 貴公司並無屬於美國的主要股東（擁有 貴公司最少25%股權） <input type="checkbox"/> 貴公司有屬於美國的主要股東（擁有 貴公司最少25%股權），如此項適用請填妥以下表格 <table border="1" style="width: 100%;"> <thead> <tr> <th>姓名</th> <th>地址</th> <th>TIN 納稅人識別編號</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	姓名	地址	TIN 納稅人識別編號										主要為被動收入的非金融外國實體/ 主要為被動收入的非金融外國實體而擁有美國股東
姓名	地址	TIN 納稅人識別編號												
<input type="checkbox"/>	貴公司不符合上述任何一項，在此情況下請填寫及遞交適當之美國國稅局表格 W-8。													

乙、聲明及簽署

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

本人/吾等證明，就與本表格所有相關的賬戶，本人/吾等獲賬戶持有人授權簽署本表格。本人/吾等承諾，如任何資料有任何變更，或如情況有所改變，以致影響本表格所述的實體的稅務居民身分，或引致本表格所載的資料不正確，本人/吾等會通知軟庫中華，並會在情況發生改變後或資料變更後之 30 日內，向軟庫中華提交一份已適當更新的自我證明表格。

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

 Please sign here

授權人簽署及公司印章

日期 (日/月/年)

授權人姓名: _____

公司名稱: _____

商業地址: _____

警告:

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

請小心填寫本自我證明表格。如閣下對於自動交換財務賬戶資料(AEOI)或FATCA、任何美國國稅局表格（包括需填寫及遞交哪一份美國國稅局表格）或本自我證明表格有任何疑問，請查詢香港稅務局網站 http://www.ird.gov.hk/chi/tax/dta_acoi.htm 或 OECD網站 <http://www.oecd.org/tax/automatic-exchange/> 及諮詢閣下之稅務、法律及/或其他專業顧問。

- i. 參與的外國金融機構指已同意遵守外國金融機構協議條款的外國金融機構。參與的外國金融機構一詞亦包括美國金融機構的合資格中介人分公司，但如該分公司屬以版本一申報的外國金融機構除外。
- ii. 已註冊的視作合規外國金融機構指：(1)正進行註冊以確認其符合要求可被視為本地外國金融機構、參與的外國金融機構集團的非申報金融機構成員、合資格集體投資公司、受限制基金、合資格信用卡發行人或保薦投資實體或受控制外國公司（有關上述組別的更多資料請參閱美國財政部規例第1.1471-5(f)(1)(i)條）；(2)版本一政府間協議下正進行註冊以獲取全球中介人識別號碼的申報金融機構；或(3)被視為版本一或版本二政府間協議下的非申報金融機構並正按照適用的版本一或版本二政府間協議進行註冊的外國金融機構。
- iii. 版本一政府間協議指美國或美國財政部與外國政府或其一個或多個代理機構訂立的協議，透過由外國金融機構向該外國政府或其代理機構作出申報後繼而與美國國稅局自動交換申報資料而實行FATCA。版本一政府間協議司法管轄區內的外國金融機構如向該司法管轄區政府申報賬戶，即稱為以版本一申報的外國金融機構。
- iv. 版本二政府間協議指美國或美國財政部與外國政府或其一個或多個代理機構訂立的協議或安排，透過由外國金融機構按照外國金融機構協議的規定直接向美國國稅局作出申報而實行FATCA，並由該外國政府或其代理機構與美國國稅局交換資料而作出補充。版本二政府間協議司法管轄區內的外國金融機構如已訂立外國金融機構協議即屬參與外國金融機構，但可稱為以版本二申報的外國金融機構。



To: 軟庫中華金融服務有限公司
香港中環皇后大道中5號衡怡大廈4樓

自我證明表格 - 控權人
(適用於自動交換財務賬戶資料(AEOD))

控權人資料

姓名* _____ 賬戶號碼*: _____

甲、 控權人資料

請填寫以下有關控權人的資料，每名控權人須分別填寫自行證明表格。

重要提示：

- 這是由控權人向軟庫中華金融服務有限公司（統稱「軟庫中華」）提供的自我證明表格，以作自動交換財務賬戶資料用途。軟庫中華可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。
- 如控權人的稅務居民身分或其他資料有所改變，應盡快將所有變更通知軟庫中華。
- 除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄/部標有星號(*)的項目為軟庫中華須向稅務局申報的資料。

第 1 部 控權人資料

名稱*:	英文:	國籍:	出生日期*: (年) (月) (日)
	中文:		
身份證/ 護照號碼:		稱謂(例如:先生、太太、 女士、小姐):	出生地點*
住宅地址*			

第 2 部 你作為控權人的實體賬戶持有人資料

請填寫你作為控權人的實體賬戶持有人的名稱以及賬戶號碼。

實體	實體賬戶持有人的名稱	實體賬戶持有人的賬戶號碼
(1)		
(2)		
(3)		

第 3 部 居留司法管轄區及稅務編號或具有等同功能的識別編號（以下簡稱「稅務編號」）*

提供以下資料，列明(a)控權人的居留司法管轄區，亦即控權人的稅務管轄區（香港包括在內）及(b)該居留司法管轄區發給控權人的稅務編號。列出所有（不限於5個）居留司法管轄區。

如控權人是香港稅務居民，稅務編號是其香港身份證號碼。

如沒有提供稅務編號，必須填寫合適的理由：

理由 A - 控權人的居留司法稅務管轄區並沒有向其居民發出稅務編號。

理由 B - 控權人不能取得稅務編號。如選取這一理由，解釋控權人不能取得稅務編號的原因。

理由 C - 控權人毋須提供稅務編號。居留司法管轄區的主管機關不需要控權人披露稅務編號。

居留司法管轄區	稅務編號	如沒有提供稅務編號， 填寫理由 A、B或C	如選取理由B，解釋控權人不能 取得稅務編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

第 4 部 控權人類別

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


實體類別	控權人類別	實體 (1)	實體 (2)	實體 (3)
法人	擁有控制股權的個人（即擁有不少於百分之二十五的已發行股本）			
	以其他途徑行使控制權或有權行使控制權的個人（即擁有不少於百分之二十五的表決權）			
	擔任該實體的高級管理人員/對該實體的管理行使最終控制權的個人			
信託	財產授予人			
	受託人			
	保護人			
	受益人或某類別受益人的成員			
	其他（例如：如財產授予人/受託人/保護人/受益人為另一實體，對該實體行使控制權的個人）			
除信託以外的法律安排	處於相等/相類於財產授予人位置的個人			
	處於相等/相類於受託人位置的個人			
	處於相等/相類於保護人位置的個人			
	處於相等/相類於受益人或某類別受益人的成員位置的個人			
	其他（例如：如處於相等/相類於財產授予人/受託人/保護人/受益人位置的人為另一實體，對該實體行使控制權的個人）			

乙、聲明及簽署

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

本人證明，就與本表格所有相關的實體賬戶持有人所持有的賬戶，本人是控權人簽署本表格。本人承諾，如情況有所改變，以致影響本表格所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知軟庫中華，並會在情況發生改變後30日內，向軟庫中華提交一份已適當更新的自我證明表格。

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

 Please sign here

控權人簽署

日期 (日/月/年)

控權人姓名: _____

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

請小心填寫本自我證明表格。如閣下對於自動交換財務賬戶資料(AEOI)、FATCA或任何美國國稅局表格（包括需填寫及遞交哪一份美國國稅局表格）或本自我證明表格有任何疑問，請查詢香港稅務局網站 http://www.ird.gov.hk/chi/tax/dta_aeo.htm、OECD網站 <http://www.oecd.org/tax/automatic-exchange/> 或美國國家稅務局網站 (<http://www.irs.gov/>) 及諮詢閣下之稅務、法律及/或其他專業顧問。

Risk Assessment Questionnaire (Investment Products)
風險取向問卷 (投資產品)
(for Individual/Joint/Corporate Account 個人/聯名/公司客戶適用)

This questionnaire serves to help you/your company to assess the risk attitude based on your/your company's ability to take risk and your/your company's risk tolerance level. If your/your company's situation or investment goals changes, you/your company should inform us and update the information in this questionnaire as soon as possible for us to re-assess your/your company's risk profile. You/Your company may be required to complete this questionnaire again in future to re-assess your/your company's risk profile. Information provided will be kept confidential.

這份問卷是根據閣下/貴公司承受風險的能力及風險接受程度以評估閣下/貴公司的風險態度。如閣下/貴公司的情況或投資目標有變動，應通知我們及更新閣下/貴公司的資料，以便重新評估閣下/貴公司的投資風險取向。閣下/貴公司日後可能需要再次填寫這份問卷，以重新評估閣下/貴公司的投資風險取向。閣下/貴公司提供的資料將絕對保密。

Client Name 客戶名稱 : _____

Client Code 客戶編號 : _____

Corporate Account 公司客戶 : Please complete sections A, C and D 請完成 A, C 和 D 部分

Individual/Joint Account 個人/聯名客戶 : Please complete sections B, C and D 請完成 B, C 和 D 部分

(A) Corporate Account only 公司客戶適用

- (1) What is the amount of net liquid assets that your company will set aside for investing in investment product initially and additionally during its investment period?

貴公司預留多少淨流動資產用在初始期及投資期內的投資？

- ☐ A. Less than HK\$500,000 少於港幣\$500,000
- ☐ B. HK\$500,001 to HK\$1,000,000 港幣\$500,001 至港幣\$1,000,000
- ☐ C. HK\$1,000,001 to HK\$5,000,000 港幣\$1,000,001 至港幣\$5,000,000
- ☐ D. HK\$5,000,001 to HK\$10,000,000 港幣\$5,000,001 至港幣\$10,000,000
- ☐ E. Over HK\$10,000,000 多於港幣\$10,000,000

- (2) Does your company employ any dedicated personnel responsible for making investment decisions?

貴公司有否聘用專責人員負責作出投資決定？

- ☐ A. Yes, we have senior management with relevant professional qualifications to make investment decisions. 有，本公司擁有相關專業資格的管理層負責作出投資決定。
- ☐ B. No, but we have adequate knowledge on making investment decisions. 沒有，但本公司對投資決定有足夠知識。
- ☐ C. No, but we have some knowledge on making investment decisions. 沒有，但本公司對投資決定有一定知識。
- ☐ D. No, but we have a little knowledge on making investment decisions. 沒有，但本公司對投資決定有少許知識。
- ☐ E. No, we do not have knowledge on making investment decisions. 沒有，本公司對投資決定沒有知識。

(B) Individual/Joint Account only 個人/聯名客戶適用

- (1) What is your age range? 您屬於以下哪個年齡組別？

- ☐ A. 18 – 24 18 歲至 24 歲
- ☐ B. 25 – 34 25 歲至 34 歲
- ☐ C. 35 – 49 35 歲至 49 歲
- ☐ D. 50 – 64 50 歲至 64 歲
- ☐ E. Under 18 or Above 64 18 歲以下或 64 歲以上

- (2) What is your highest education level? 您最高的教育程度是什麼？

- ☐ A. Finance Degree or above / equivalent finance professional qualification
大學或以上（財務學相關）/ 同等財務學相關專業資格
- ☐ B. Non-finance related degree or above 大學或以上（非財務學相關）
- ☐ C. Post-secondary 大專
- ☐ D. Secondary 中學
- ☐ E. Primary or below 小學或以下

(C) Individual/Joint/Corporate Account 個人/聯名/公司客戶適用

- (1) How many years of investment experience (exclude savings, fixed deposit and foreign currency deposit) do/does you/your company have?
您/貴公司有多少年投資經驗 (不包括儲蓄、定期儲蓄及外幣儲蓄)?
- ☐ A. Over 10 years 多於 10 年
- ☐ B. 7 - 10 years 7 - 10 年
- ☐ C. 4 - 6 years 4 - 6 年
- ☐ D. 1 - 3 years 1 - 3 年
- ☐ E. None or less than 1 year 沒有或少於 1 年
- (2) Which of the following products you/your company have/has previously invested?
您/貴公司曾否投資於以下產品? (you may select more than 1 option 您可選擇多於一項)
- ☐ A. Savings/Fixed Deposits/Foreign Currency Deposit 儲蓄/定期儲蓄/外幣儲蓄
- ☐ B. Investment-Linked Insurance Plans 投資相連保險計劃
- ☐ C. Bonds/Certificate of Deposits/Stocks/Mutual Funds 債券/存款證/證券/基金
- ☐ D. Derivatives/Structure Products/Linked Deposits/FX Trading (Margin/Leveraged)
衍生產品/結構性產品/掛鈎存款/外匯投資 (孖展/槓桿)
- ☐ E. None 沒有
- (3) How long is your / your company's expected investment horizon?
您/貴公司預期中的投資年期為多久?
- ☐ A. Over 10 years 多於 10 年
- ☐ B. 7 - 10 years 7 - 10 年
- ☐ C. 4 - 6 years 4 - 6 年
- ☐ D. 1 - 3 years 1 - 3 年
- ☐ E. None or less than 1 year 沒有或少於 1 年
- (4) Which of the following statements best describe your / your company's investment objective?
以下哪項最能形容您/貴公司的投資目標?
- ☐ A. Maximize capital growth as soon as possible 以最短時間, 爭取最高回報
- ☐ B. Gradual long-term capital growth 資本長期地逐漸增長
- ☐ C. Stable, balanced income and capital growth 穩定、平衡收入與資本增長
- ☐ D. Earn a return which is slightly above bank deposit 賺取略高於銀行存款的回報
- ☐ E. Capital preservation with a return similar to bank deposit rate
保本及賺取相約於銀行存款的回報
- (5) Which of the following statement could best describe your/your company's attitude towards investment risk? 以下那一段句子最能反映您/貴公司對風險的態度?
- ☐ A. I/We never consider risks, as I/we aim to maximize returns
本人/本公司不會考慮風險, 務求得到最高回報
- ☐ B. I/We am/are willing to accept more risks, as I/we aim for more returns
本人/本公司願意承受較高的風險, 以換取更高回報
- ☐ C. I/We am/are willing to strike a balance between risks and returns
本人/本公司會平衡風險與回報
- ☐ D. I/We will try to avoid risks but minor ones are still acceptable
本人/本公司會盡量回避風險, 但仍可承受較低的波動
- ☐ E. I/We am/are risk averse and don't want to take any risks 本人/本公司不願意承受任何風險
- (6) How much price fluctuation of investment you / your company can accept?
您/貴公司可以接受財務產品的價格出現多大波幅?
- ☐ A. Less than 10% price fluctuation 少於 10% 的升跌
- ☐ B. 10% price fluctuation 10% 的升跌
- ☐ C. 15% price fluctuation 15% 的升跌
- ☐ D. 20% price fluctuation 20% 的升跌
- ☐ E. More than 20% price fluctuation 超過 20% 的升跌

⇒ Your Risk Score :
您的風險分數

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Overall Assessment Result 投資者取向評估結果

Total Score 總分數	Risk Tolerance Level 風險承受程度	Investor Characteristics 投資者特徵
7-15	Low 低	Conservative 保守型 An investor who is risk-averse and to whom capital preservation is very important. 投資者對風險 採取比較保守的態度及重視保存資本。
16-23	Low-to-Medium 低至中	Stable 穩健型 An investor who would like to have the capital gain potential, and he/she understands he/she needs to take a low to medium level of risk in respect of the capital invested. 投資者喜愛有資本增值的潛力的投資，同時亦明白到需要承擔低至中度風險。
24-31	Medium 中	Balance 平衡型 An investor who is willing to accept a medium level of risk. 投資者願意承擔中等程度的風險。
32-39	Medium-to-high 中至高	Growth 增長型 An investor who would like to have greater capital gain potential, and he/she understands that he/she needs to take a high level of risk. 投資者喜愛有較大資本增值潛力的投資，同時亦明白到需要承擔高程度的風險。
40	High 高	Aggressive 進取型 An investor who would like to have significant capital gain, and he/she understands that he/she needs to take a very high level of risk in respect of the capital invested. 投資者喜愛有可觀資本增值的投資，同時亦明白到要承擔相當高的風險。

If you/your company choose not to fill in any respect from the risk analysis process, you/your company need to indicate the reason(s) in writing. Your/Your company's risk profile is classified as "Conservative".

如閣下/貴公司選擇不填報上述風險分析，閣下/貴公司須書面詳述有關原因。閣下/貴公司的投資風險概況將定為“保守型”。

(Client must complete explanation in this box) (客戶必須在此填寫解釋)

DISCLAIMER 免責聲明

The results of this questionnaire are derived from information that you/your company have provided to us, and only serve as a reference for your/your company consideration when making your/your company own investment decisions. You/Your company should consider carefully your/your company investment objective and risk tolerance ability and seek for independent professional advice before making any investment decision. SBI China Capital Financial Services Limited accepts no responsibility or liability as to the accuracy or completeness of the information given.

此問卷結果根據閣下/貴公司所提供的資料而制定，並只供閣下/貴公司作個人投資決定的參考。閣下/貴公司應該仔細考慮閣下/貴公司的投資目標及承受風險能力，並尋求獨立專業意見，才作出任何投資決定。軟庫中華金融服務有限公司對上述有關資料的準確性或完整性概不負責或承擔任何法律責任。

Investors should note that investment involves risks, including the possibility of loss of the entire capital invested, price of investment products may go up as well as down and past performance information presented is not indicative of future performance. Investors should understand the nature and the risks associated with the product before making any investment decision.

投資者須注意投資涉及風險，包括可能損失全部投資本金，投資產品價格可升亦可跌，而所呈列的過往表現資料並不表示將來亦有類似表現。投資者作出任何投資決定前，應詳細了解該產品的性質和風險。

You/Your company should always make your own investment decision having regard to your financial situation, investment experience, investment objectives, independent professional advice etc.

當閣下/貴公司作出投資決策前，須考慮閣下/貴公司的財務狀況，投資經驗，投資目標，獨立專業意見等因素。

This Risk Assessment Questionnaire are for your reference only, it is not intended to provide any investment advice on, an offer to sell, or a solicitation for an offer to purchase any investment products or services. You/Your company should note that no representation or advice is made or implied by SBI China Capital Financial Services Limited.

本問卷僅供參考，並不構成投資建議，亦不得視為建議游說買賣任何投資產品及服務。閣下/貴公司要注意，本問卷並非為，亦非被指為軟庫中華金融服務有限公司的任何陳述或建議。

Client may access or make corrections to any personal information provided to or collected by SBI China Capital Financial Services Limited, and such request can be made to SBI China Capital Financial Services Limited, 4/F, Henley Building, No. 5 Queen's Road Central, Hong Kong.

客戶有權查閱及要求更正本公司持有有關客戶的個人資料，並以書面向本公司（地址為香港中環皇后大道中5號衡怡大廈4樓）提出要求。

Client's Declaration 客戶聲明

I/We hereby declare and agree that all the information provided in this questionnaire is complete, true and accurate to the best of my/our knowledge. 本人/本公司謹此聲明並同意本人/本公司所提供的本問卷所有資料均是完整、真實及準確，並且是盡本人/本公司所知而作答。

☐ I/We agree and accept the above assessment. 本人/本公司同意並接受上述評估結果。

☐ I/We disagree with the above assessment and my/our risk profile should be: _____
本人/本公司不同意並上述評估結果，且認為本人/本公司的風險概況為：_____

I/We acknowledge that SBI China Capital Financial Services Limited takes no responsibility for any acts or omissions resulting from the provision of incomplete or inaccurate information by me. 本人/本公司確認，就因本人/本公司提供不完整或不正確資料所導致的任何行動或遺漏，軟庫中華金融服務有限公司概不負上任何責任。

Client's Signature 客戶簽署 (with company chop for corporate client 及蓋章(公司客戶適用))

Name 姓名：

Date 日期：

For Internal Use Only 只供內部使用

Declaration: I hereby declare and confirm that this questionnaire is duly completed by the client.

聲明：本人謹此聲明及確認此問卷由客戶親自填寫。

Signature of Licensed Person 持牌人簽署

Name 姓名：

CE No.中央編號：

Date 日期：

Approved by Responsible Officer 負責人員批核

Name 姓名：

CE No.中央編號：

Date 日期：

Risk Disclosure Statements 風險披露聲明

This brief statement does not disclose all of the risks and other significant aspects of trading in derivative and structured products. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in derivative and structured products is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. If you require further information, you may refer to Hong Kong Exchanges and Clearing Limited website (<http://www.hkex.com.hk/eng/prod/product.htm>). If you have any doubt, please seek independent and professional advice from professional adviser. We should not be held liable for any completeness or accuracy of the contents of this statement.

本風險披露聲明並不涵蓋有關買賣衍生及結構性產品的所有風及其他重要事宜。閣下在進行任何上述交易前，必先要瞭解該合約的性質(及有關的合約關係)和閣下就此須承擔的風險程度。衍生及結構性產品買賣對很多公眾投資者都並不適合，閣下應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。如閣下需要進一步的資料，閣下可參考香港交易及結算所有限公司的網站(<http://www.hkex.com.hk/eng/prod/product.htm>)。如閣下有任何疑問，請閣下向專業顧問尋求獨立及專業的意見。本公司不會對本風險披露聲明的內容的完整性或準確性承擔任何責任。

Structured Products 結構性產品

1. Issuer default risk 發行商失實風險

In the event that a structured product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of structured product issuers. 倘若結構性產品發行商破產而未能履行其對所發行證券的責任，投資者只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，投資者須特別留意結構性產品發行商的財力及信用。

Note: "Issuers Credit Rating" showing the credit ratings of individual issuers is now available under the Issuer and Liquidity Provider Information sub-section under Derivative Warrants and under callable bull/bear contracts section on the HKEx corporate website.

注意：香港交易所公司網站的「衍生權證」及「牛熊證」內的「發行商與流通量提供者資料」均載列「發行商之信貸評級」，顯示個別發行商的信貸評級。

2. Uncollateralised product risk 非抵押產品風險

Uncollateralised structured products are not asset backed. In the event of issuer bankruptcy, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralised.

非抵押結構性產品並沒有資產擔保。倘若發行商破產，投資者可以損失其全數投資。要確定產品是否非抵押，投資者須細閱上市文件。

3. Gearing risk 槓桿風險

Structured products such as derivative warrants and callable bull/bear contracts are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a structured product may fall to zero resulting in a total loss of the initial investment.

結構性產品如衍生權證及牛熊證均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，結構性產品的價值可以跌至零，屆時當初投資的資金將會盡失。

4. Expiry considerations 有效期的考慮

Structured products have an expiry date after which the issue may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

結構性產品設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

5. Extraordinary price movements 特殊價格移動

The price of a structured product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

結構性產品的價格或會因為外來因素(如市場供求)而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。

6. Foreign exchange risk 外匯風險

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

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

7. Liquidity risk 流通量風險

The Exchange requires all structured product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to buy or sell the product until a new liquidity provider has been assigned.

聯交所規定所有結構性產品發行商要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者或就不能進行買賣，直至有新的流通量提供者委任出來止。

Derivative Warrants 衍生權證

Derivative warrant trading involves high risks and is not suitable for every investor. Investors should understand and consider the following risks before trading in derivative warrants:

買賣衍生權證涉及高風險，並非人皆適合。投資者買賣衍生權證前必須清楚明白及考慮以下的風險：

1. Issuer Risk 發行商風險

Derivative warrant holders are unsecured creditors of an issuer and have no preferential claim to any assets an issuer may hold. Therefore, investors are exposed to credit risk in respect of the issuer.

衍生權證的持有人等同衍生權證發行商的無擔保債權人，對發行商的資產並無任何優先索償權；因此，衍生權證的投資者須負擔發行商的信貸風險。

2. Gearing Risk 槓桿風險

Although derivative warrants may cost a fraction of the price of the underlying assets, a derivative warrant may change in value more or less rapidly than the underlying asset. In the worst case the value of the derivative warrants falls to zero and holders lose their entire purchase price.

儘管衍生權證價格遠低於相關資產價格，但衍生權證價格升跌的幅度亦遠較正股為大。在最差的情況下，衍生權證價格可跌至零，投資者會損失最初投入的全部資金。

3. Limited Life 具有效期

Unlike stocks, derivative warrants have an expiry date and therefore a limited life. Unless the derivative warrants are in-the-money, they become worthless at expiration.

與股票不同，衍生權證有到期日，並非長期有效。衍生權證到期時如非價內權證，則完全沒有價值。

4. Time Decay 時間遞耗

One should be aware that other factors being equal the value of derivative warrants will decrease over time. Therefore, derivative warrants should never be viewed as products that are bought and held as long term investments.

若其他因素不變，衍生權證價格會隨時間而遞減，投資者絕對不宜視衍生權證為長線投資工具。

5. Volatility 波幅

Other factors being equal an increase in the volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price.

若其他因素不變，相關資產的波幅增加會令衍生權證價值上升；相反，波幅減少會令衍生權證價值下降。

6. Market Forces 市場力量

In addition to the basic factors that determine the theoretical price of a derivative warrant, derivative warrant prices are also affected by all other prevailing market forces including the demand for and supply of the derivative warrants. Supply and demand forces may be greatest when a derivative warrant issue is almost sold out and when issuers make further issues of an existing derivative warrant issue.

除了決定衍生權證理論價格的基本因素外，所有其他市場因素(包括權證本身在市場上的供求)也會影響衍生權證的價格。就市場供求而言，當衍生權證在市場上快將售罄又或發行商增發衍生權證時，供求的影響尤其大。

Callable Bull/Bear Contracts (CBBC) 牛熊證

1. Mandatory call 強制收回

CBBC are not suitable for all types of investors and investors should consider their risk appetite prior to trading. In any case, one should not trade in CBBC unless he / she understands the nature of the product and is prepared to lose the total amount invested since a CBBC will be called by the issuer when the price of the underlying asset hits the

Call Price and trading in that CBBC will expire early. Payoff for Category N CBBC will be zero when they expire early. When Category R CBBC expire early the holder may receive a small amount of Residual Value payment, but there may be no Residual Value payment in adverse situations. Brokers may charge their clients a service fee for the collection of the Residual Value payment from the respective issuers.

牛熊證並不適合所有投資者，投資者在買賣牛熊證前應先考慮本身能承受多少風險。在任何情況下，除非投資者清楚明白牛熊證的性質，並已準備好隨時會損失所有的投資金額，否則投資者不應買賣牛熊證，因為萬一牛熊證的相關資產價格觸及收回價，牛熊證會即時由發行商收回，買賣亦會終止。N 類牛熊證將不會有任何剩餘價值。若是 R 類牛熊證，持有人或可收回少量剩餘價值，但在最壞的情況下亦可能沒有剩餘價值。經紀代其客戶從發行商收回剩餘價值款項時或會收取服務費。

In general, the larger the buffer between the Call Price and the Spot Price of the underlying asset, the lower the probability of the CBBC being called since the underlying asset of that CBBC would have to experience a larger movement in the price before the CBBC will be called. However at the same time, the larger the buffer, the lower the leverage effect will be.

一般來說，收回價與相關資產現價的相差越大，牛熊證被收回的機會越低，因為相關資產的價格需要較大的變動才會觸及收回價。但同一時間，收回價與現價的相差越大，槓桿作用便越小。

Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back.

當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣，因此投資者不會因價格反彈而獲利。

Besides, the MCE of a CBBC with overseas assets as underlying may be triggered outside the Exchange's trading hours. 若屬海外資產發行的牛熊證，強制收回事件可能會於香港交易所交易時段以外的時間發生。

2. Gearing effects 槓桿作用

Since a CBBC is a leveraged product, the percentage change in the price of a CBBC is greater compared with that of the underlying asset. Investors may suffer higher losses in percentage terms if they expect the price of the underlying asset to move one way but it moves in the opposite direction.

由於牛熊證是槓桿產品，牛熊證價格在比例上的變幅會較相關資產為高。若相關資產價格的走向與投資者原先預期的相反，投資者可能要承受比例上更大的損失。

3. Limited life 限定的有效期

A CBBC has a limited life, as denoted by the fixed expiry date, with a lifespan of 3 months to 5 years. The life of a CBBC may be shorter if called before the fixed expiry date. The price of a CBBC fluctuates with the changes in the price of the underlying asset from time to time and may become worthless after expiry and in certain cases, even before the normal expiry if the CBBC has been called early.

牛熊證有一固定有效期，並於指定日期到期。有效期可以是 3 個月至 5 年不等。若在到期前遭提早收回牛熊證的有效期將變得更短。期間牛熊證的價值會隨著相關資產價格的變動而波動，於到期後或遭提早收回後更可能會變得沒有價值。

4. Movement with underlying asset 相關資產的走勢

Although the price of a CBBC tends to follow closely the price of its underlying asset, but in some situations it may not (i.e. delta may not always be close to one). Prices of CBBC are affected by a number of factors, including its own demand and supply, funding costs and time to expiry. Moreover, the delta for a particular CBBC may not always be close to one, in particular when the price of the underlying asset is close to the Call Price.

牛熊證的價格變動雖然趨向緊貼相關資產的價格變動，但在某些情況下未必與相關資產價格的變動同步(即對沖值不一定等於一)。牛熊證的價格受多個因素所影響，包括其本身的供求、財務費用及距離到期的時限。此外，個別牛熊證的對沖值亦不會經常接近一，特別是當相關資產的價格接近收回價時。

5. Liquidity 流通量

Although CBBC have liquidity providers, there is no guarantee that investors will be able to buy/sell CBBC at their target prices any time they wish.

雖然牛熊證設有流通量提供者，但不能保證投資者可以隨時以其目標價買入/沽出牛熊證。

6. Funding costs 財務費用

The issue price of a CBBC includes funding costs and issuers will specify the formula for calculating the funding costs of their CBBC at launch in the listing documents. Since the funding costs for each CBBC issue may be different as it includes the issuer's financing /stock borrowing costs after adjustment for expected ordinary dividend of the stock (if the underlying is a Hong Kong stock since the CBBC will not be adjusted for ordinary dividend) plus the issuer's profit margin, investors are advised to compare the funding costs of different issuers for CBBC with similar underlying assets and terms. The funding costs will gradually be reduced over time along with the CBBC in the secondary market as the CBBC moves towards expiry.

In general, the longer the duration of the CBBC, the higher the total funding costs will be since it is similar to investors borrowing for a longer tenure to trade in the underlying asset.

When a CBBC is called, the CBBC holders (investors) will lose the funding cost for the full period since the funding cost is built into the CBBC price upfront at launch even though with the MCE, the actual period of funding for the CBBC turns out to be shorter.

In any case, investors should note that the funding costs of a CBBC after launch may vary during its life and the Liquidity Provider is not obliged to provide a quote for the CBBC based on the theoretical calculation of the funding costs for that CBBC at launch.

牛熊證在發行時已把整個年期的財務費用計算在發行價內，雖然當牛熊證被收回時其年期會縮短，持有人仍會損失整筆財務費用。投資者需注意牛熊證推出後，其財務費用或會轉變，流通量提供者在牛熊證推出時未必會根據財務費用的理論值價格開價。

7. Trading of CBBC close to Call Price 接近收回價時的交易

When the underlying asset is trading close to the Call Price, the price of a CBBC may be more volatile with wider spreads and uncertain liquidity. CBBC may be called at any time and trading will terminate as a result.

相關資產價格接近收回價時，牛熊證的價格可能會變得更加波動，買賣差價可能會較闊，流通量亦可能較低。牛熊證隨時會被收回而交易終止。

However, the trade inputted by the investor may still be executed and confirmed by the investors after the MCE since there may be some time lapse between the MCE time and suspension of the CBBC trading. Any trades executed after the MCE (i.e. Post MCE Trades) will not be recognized and will be cancelled. Therefore, investors should be aware of the risk and ought to apply special caution when the CBBC is trading close to the Call Price.

由於強制收回事件發生的時間與停止牛熊證買賣之間可能會有一些時差。有一些交易在強制收回事件發生後才達成及被交易所參與者確認，但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此投資者買賣接近收回價的牛熊證時需額外小心。

Issuers will announce the exact call time within 1 hour after the trigger of MCE, and HKEx will also send the list of Post MCE Trades to the relevant Exchange Participants (brokers) who in turn will inform their clients accordingly. For avoidance of doubt on whether their trades have been cancelled (i.e. whether they are Post MCE Trades), the investors may check with their brokers.

發行商會於強制收回事件發生後 60 分鐘內通知市場確實的收回時間，交易所亦會把於強制收回事件發生後才達成的交易資料發布給有關的交易所參與者，讓他們通知其客戶。若投資者不清楚交易是否在強制收回事件後才達成或有否被取消，應查詢經紀。

8. CBBC with overseas underlying assets 海外資產發行的牛熊證

Investors trading CBBC with overseas underlying assets are exposed to an exchange rate risk as the price and cash settlement amount of the CBBC are converted from a foreign currency into Hong Kong dollars. Exchange rates between currencies are determined by forces of Supply and demand in the foreign exchange markets which are affected by various factors.

以海外資產發行的牛熊證，其價格及結算價均由外幣兌換港元計算，投資者買賣這類牛熊證需承擔有關的外匯風險。外匯價格由市場供求釐定，其中牽涉的因素頗多。

Besides, CBBC issued on overseas underlying assets may be called outside the Exchange's trading hours. In such case, the CBBC will be terminated from trading on the Exchange in the next trading session or soon after the issuer has notified the Exchange about the occurrence of the MCE. There will be no automatic suspension of the CBBC by AMS/3. For Category R CBBC, valuation of the residual value will be determined on the valuation day according to the terms in the listing documents.

若屬海外資產發行的牛熊證，強制收回事件可能會於香港交易所交易時段以外的時間發生。有關的牛熊證會於下一個交易時段或發行商通知交易所強制收回事件發生後盡快停止在交易所買賣。強制收回事件發生後，AMS/3 不設自動停止機制。若屬 R 類牛熊證，剩餘價值會根據上市文件於訂價日釐定。

Exchange Traded Funds (ETFs) 交易買賣基金

1. Market risk 市場風險

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

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

2. Tracking errors 追蹤誤差

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

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

3. Trading at discount or premium 以折讓或溢價交易

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

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

4. Foreign exchange risk 外匯風險

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

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

5. Liquidity risk 流通量風險

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

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

6. Counterparty risk involved in ETFs with different replication strategies

交易所買賣基金的不同複製策略涉及對手風險

(a) Full replication and representative sampling strategies 完全複製及選具代表性樣本策略

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

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

(b) Synthetic replication strategies 綜合複製策略

ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

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

i. Swap-based ETFs 以掉期合約構成

- Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.

總回報掉期(total return swaps)讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。

- Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments,

以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。

ii. Derivative embedded ETFs 以衍生工具構成

- ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.
交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。
- Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.
以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF. It is important that investors understand and critically assess the implications arising due to different ETF structures and characteristics.

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。投資者是否了解並能審慎評估不同的交易所買賣基金結構及特色會有何影響極為重要。

Futures and Options 期貨及期權

1. Effect of 'Leverage' or 'Gearing', '槓桿' 效應

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm with which you deal to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

買賣期貨的風險非常高。由於基本按金金額相對地低於期貨合約本身之價值，因此能起「槓桿」作用。市場輕微的波動也會對閣下投入或將需要投入的資金造成大比例的影響。所以，對閣下來說，這種效應可以說是利弊參半。因此閣下要承受虧蝕全部基本按金的風險，亦可能需要向市場參與者存入額外金額以維持本身的倉位。若果市況不利閣下倉位或按金水平調高，閣下就會被迫追收按金，須在短時間內存入額外資金以維持本身倉位。假如無法在指定時間內補倉，閣下可能會在虧蝕情況下被迫平倉，所有因此而造成的虧損亦一概由閣下承擔。

2. Risk-reducing orders or strategies 減低風險買盤或投資策略

The placing of certain orders, which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

即使落盤時採用某些減低損失的買賣盤，也可能作用不大，因為市況可以令這些買賣盤無法執行。至於運用不同持倉組合的策略如「跨期」和「馬鞍式」組合等，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

3. Variable degrees of risk 不同風險程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of options (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

買賣期權的風險非常高。投資者不論是購入或沽出期權，均應先瞭解他們打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。閣下應連同期權金及所有交易成本，計算出期權價值必須增加多少才能獲利。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the options is on futures, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the options premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

購入期權的投資者可選擇沽出作平倉或行使期權又或任由期權到期作廢。如期權持有人選擇行使期權，就必須進行現金交收或是購入或交出相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉位，並附帶相關的按金責任(見上文「期貨」一節)。如所購入的期權在到期時已沒有價值，閣下需承受投資上的損失，包括所有期權金和交易費用。假如閣下擬購入極價外期權，必須注意這類期權要變成有獲利的機會極微。

Selling ('writing' or 'granting') options generally entail considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably against him. The seller will also be exposed to the risk of the purchaser exercising the options and the seller will be obligated to either settle the options in cash or to acquire or deliver the underlying interest. If the options is on futures, the seller will acquire a position in futures with associated liabilities for margin (see the section on Futures above). If the options is 'covered' by the seller holding a corresponding position in the underlying interest or a futures or another options, the risk may be reduced. If the options is not covered, the risk of loss can be unlimited.

出售(「沽出」或「賣出」)期權承受的風險要比買入期權高得多。雖然賣方能收到定額期權金，但所承受的損失可能比這還高。倘若市況不利期權賣出者時，他必須投入額外按金補倉。此外，期權賣出者還需承擔買方行使期權時的風險，就是在買方行使時以現金結算又或履行買入或交出相關資產的責任。若賣出的是期貨產品的期權，則期權賣出者將獲得期貨倉位並附帶按金責任(見上文「期貨」一節)。若期權賣方持有相應數量的相關資產又或期貨或其他期權作「備兌」，則所承受的風險或會減少。若期權並沒有被「備兌」，則虧損風險可以是無限大。

Certain exchanges in some jurisdictions permit deferred payment of the options premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the options is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

某些國家的交易所容許買方延遲支付期權金，令買方支付按金費用的責任不超過期權金。儘管如此，買方最終仍須承受虧損期權金和交易費用的風險。當期權被行使又或到期時，買方有需要支付當時餘下未繳付的期權金。

Additional Risks Common to Futures and Options 期貨及期權的其他常見風險

4. Terms and conditions of contracts 合約的條款及細則

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an options) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

閣下要向為閣下做買賣的經紀行查詢所買賣的期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下閣下或會有責任就期貨合約的相關資產進行交收，又或者期權的到期日以及行使的時間限制)。交易所或結算公司在某些情況下，或會修訂現有合約的細則(包括期權行使價)，以反映合約所涉及資產的改變。

5. Suspension or restriction of trading and pricing relationships 暫停或限制交易以及價格關係

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

市場情況(例如市場流通量不足)及/或某些市場的規則運用(例如因為價格限制或一些「跌停板」的措施，而暫停任何合約或合約月份的交易)，都可以令損失的風險增加，因為在此等情況下，投資者將難以完成甚或不能完成交易或進行平倉。如果閣下賣出期權後遇上這情況，損失的風險也可能較大。

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the options may not exist. This can occur when, for example, the futures contract underlying the options is subject to price limits while the options are not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係也可能不存在。譬如，期貨期權所涉及的期貨合約須受價格限制而定，但期權本身則不受限制。缺乏相關資產參考價格會叫投資者難以判斷「公平」價格的水平。

6. Deposited cash and property 存放的款項及財產

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

對於因應本地或外國的交易而存放的款項或其他財產會有多少保障，尤其是遇上有關公司破產或無力償還債務的時候，閣下必須瞭解清楚。能取回多少款項或財產可能要受特別的規例或當地法例所規管。在某些地區的法例，當閣下無力償還債務的時候，被認定屬於閣下的資產也會像現金一樣按比例分配支付。

7. Commission and other charges 佣金及其他收費

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

在開始交易之前，閣下先要清楚瞭解需要繳付的所有佣金、費用或其他收費。這些費用將直接影響純利(如有)或增加你的損失。

8. Transactions in other jurisdictions 在其他司法地區進行交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法地區的市場(包括與本地市場有正式連繫的市場)進行交易，或會帶來額外的風險。根據這些市場的規例，投資者享有的保障多寡或會有所不同。交易之前，必先要查明有關該項交易的所有規則。投資者本身所在地的監管機構將不能迫使進行交易的其他司法地區的監管機構或市場執行有關規則。故交易之前，應先向經紀行查詢本身國家所屬的司法地區以及其他司法地區所提供的賠償種類詳情。

9. Currency risks 貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

以外幣計算的合約買賣所帶來的利潤或虧蝕(不論交易是否在本身所在的司法地區或其他地區進行)，均會在需要將合約的單位貨幣轉為另一種貨幣時，受到匯率波動的影響。

10. Trading facilities 交易設施

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the exchange, the clearing house and/or Exchange Participants.

Such limits may vary: you should ask the firm with which you deal for details in this respect.

電子交易的設施，莫不由電腦系統來進行買賣盤傳遞、執行、配對、登記或交易結算等工作。但所有設施及系統，均有可能遇到臨時中斷或失靈，而閣下在此等情況下所能取得的賠償或會受到系統供應商、市場、交易所、結算公司及/或交易所參與者所負的有限責任所限制。由於這些有限責任可以各不相同，投資者請向經紀行查詢有關詳情。

11. Electronic trading 電子交易

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

透過電子交易系統做的買賣，不僅和公開叫價市場不同，甚至會和在其他電子交易系統的不一樣。若選擇透過某電子交易系統做買賣，就要承受該系統帶來的風險，包括系統硬件或軟件的失靈。系統失靈可能會導致你的買賣盤不能根據指令執行，甚或沒有執行。

12. Off-exchange transactions 場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

在某些司法地區，同時在特定情況之下，經紀行可以進行場外交易。為你做交易的經紀行可能是閣下買賣中的交易對手。在這種情況下，不論是要平掉既有倉位、評估價值、釐定公平價格又或評估風險，都是比較困難甚或辦不到的。因此，這些交易或會帶來更大的風險。另外，場外交易的監管或會比較寬鬆，又或有另一套的監管制度；在從事此類買賣之前，應先瞭解有關的規則和風險。

Source : Hong Kong Exchanges & Clearing Limited

資料來源：香港交易及結算所有限公司

**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.
► Go to www.irs.gov/FormW8BENE for instructions and the latest information.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Instead use Form:**Part I Identification of Beneficial Owner****1** Name of organization that is the beneficial owner**2** Country of incorporation or organization**3** Name of disregarded entity receiving the payment (if applicable, see instructions)**4** Chapter 3 Status (entity type) (Must check one box only):☐ Simple trust☐ Tax-exempt organization☐ Corporation☐ Complex trust☐ Partnership☐ Foreign Government - Controlled Entity☐ Central Bank of Issue☐ Private foundation☐ Estate☐ Foreign Government - Integral Part☐ Grantor trust☐ Disregarded entity☐ International organizationIf you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).☐ Nonreporting IGA FFI. Complete Part XII.☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.☐ Participating FFI.☐ International organization. Complete Part XIV.☐ Reporting Model 1 FFI.☐ Exempt retirement plans. Complete Part XV.☐ Reporting Model 2 FFI.☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.☐ Territory financial institution. Complete Part XVII.☐ Sponsored FFI. Complete Part IV.☐ Excepted nonfinancial group entity. Complete Part XVIII.☐ Certified deemed-compliant nonregistering local bank. Complete Part V.☐ Excepted nonfinancial start-up company. Complete Part XIX.☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.☐ 501(c) organization. Complete Part XXI.☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.☐ Nonprofit organization. Complete Part XXII.☐ Certain investment entities that do not maintain financial accounts. Complete Part IX.☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.☐ Owner-documented FFI. Complete Part X.☐ Excepted territory NFFE. Complete Part XXIV.☐ Restricted distributor. Complete Part XI.☐ Active NFFE. Complete Part XXV.☐ Passive NFFE. Complete Part XXVI.☐ Excepted inter-affiliate FFI. Complete Part XXVII.☐ Direct reporting NFFE.☐ Sponsored direct reporting NFFE. Complete Part XXVIII.☐ Account that is not a financial account.**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

Part I Identification of Beneficial Owner (continued)**8** U.S. taxpayer identification number (TIN), if required _____**9a** GIIN _____**b** Foreign TIN _____**c** Check if FTIN not legally required. ☐**10** Reference number(s) (see instructions) _____**Note:** Please complete remainder of the form including signing the form in Part XXX.**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)**11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment☐ Branch treated as nonparticipating FFI.☐ Reporting Model 1 FFI.☐ U.S. Branch.☐ Participating FFI.☐ Reporting Model 2 FFI.**12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate. _____

Country _____

13 GIIN (if any) _____**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)**14** I certify that (check all that apply):**a** ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.**b** ☐ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):☐ Government☐ Company that meets the ownership and base erosion test☐ Tax-exempt pension trust or pension fund☐ Company that meets the derivative benefits test☐ Other tax-exempt organization☐ Company with an item of income that meets active trade or business test☐ Publicly traded corporation☐ Favorable discretionary determination by the U.S. competent authority received☐ Subsidiary of a publicly traded corporation☐ No LOB article in treaty☐ Other (specify Article and paragraph): _____**c** ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).**15 Special rates and conditions** (if applicable—see instructions):

The beneficial owner is claiming the provisions of Article and paragraph _____

of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: _____

Part IV Sponsored FFI**16** Name of sponsoring entity: _____**17 Check whichever box applies.**☐ I certify that the entity identified in Part I:

- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI *(continued)***Check box 24b or 24c, whichever applies.**

- b** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d** ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a** ☐ (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

26 ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ . The trustee is: ☐ U.S. ☐ Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

27 ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

28a ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).

b ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

29a ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

c ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans *(continued)*

- d ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 ☐ I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31 ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32 ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33 ☐ I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34 ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 ☐ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b** ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

Part XXVII Excepted Inter-Affiliate FFI

41 ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Part XXVIII Sponsored Direct Reporting NFFE (see instructions for when this is permitted)

42 Name of sponsoring entity: _____

43 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

Part XXIX Substantial U.S. Owners of Passive NFFE

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

Name	Address	TIN

Part XXX Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income or proceeds to which this form relates, is using this form to certify its status for chapter 4 purposes, or is submitting this form for purposes of section 6050W or 6050Y;
- The entity identified on line 1 of this form is not a U.S. person;
- This form relates to: (a) income not effectively connected with the conduct of a trade or business in the United States, (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an income tax treaty, (c) the partner's share of a partnership's effectively connected taxable income, or (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f); **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

☐ I certify that I have the capacity to sign for the entity identified on line 1 of this form.

Sign Here 

Signature of individual authorized to sign for beneficial owner

Print Name

Date (MM-DD-YYYY)

Hong Kong Investor Identification Regime (HKIDR)

Client Consent

You acknowledge and agree that we, SBI China Capital Financial Services Limited may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for us to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes –

- a) disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
- b) allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
- c) allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.

You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

SBI China Capital Financial Services Limited

I/We hereby acknowledge and agree the above Client Consent.

Signature of Client / Authorized Person:

Name:

Account No.:

Date:

Note: The terms "BCAN" and "CID" used in this clause shall bear the meanings as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission."

有關實施香港投資者識別碼制度

客戶同意函

閣下明白並同意，我們軟庫中華金融服務有限公司為了向閣下提供與在香港聯合交易所（聯交所）上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會（證監會）的規則和規定，我們可收集、儲存、處理、使用、披露及轉移與閣下有關的個人資料（包括閣下的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中包括—

- (a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移閣下的個人資料（包括客戶識別信息及券商客戶編碼）；
- (b) 允許聯交所：(i) 收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(ii) 向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii) 為監察市場目的而使用有關資料進行分析；及
- (c) 允許證監會：(i) 收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii) 根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。

閣下亦同意，即使閣下其後宣稱撤回同意，我們在閣下宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移閣下的個人資料以作上述用途。

閣下如未能向我們提供個人資料或上述同意，可能意味著我們不會或不能夠再（視情況而定）執行閣下的交易指示或向閣下提供證券相關服務，惟出售、轉出或提取閣下現有的證券持倉（如有）除外。

軟庫中華金融服務有限公司

本人/吾等簽字確認同意函之內容。

客戶/或授權代表簽署：_____

客戶名稱：_____

帳戶號碼：_____

日期：_____

備註：本條文所述的“券商客戶編碼”及“客戶識別資訊”具有《證券及期貨事務監察委員會持牌人或註冊人操守準則》第5.6段所界定的含義。