

招银国际证券有限公司 CMB International Securities Limited

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Instruction for Bonds/Notes/Preference Shares Purchase Order 债券/票据/优先股申购指示

Account Name 账户名称	Account Number 账户号码					
Details of designated Key Investment Person who conducted the transaction 交易人士资料						
Name 姓名	Contact Number 联络电话					
Transaction Details and Suitability Assessment 交易详请及适合性检查						
According to the Last Completed Risk Profile Questionnaire 根据客户最近于	完成之《风险取向问卷》中的					
A. Client Risk Profile 风险取向						
□ 1-Conservative 保守型 □ 2-Moderate 稳健型	—					
□ 4-Growth 增长型 □ 5-Aggressive 进取型						
B. Client's Investment Objective 客户投资目的) 					
□ Capital Preservation 保本为主 □ Income Oriented 収						
□ Growth Oriented 增长主导 □ Aggressive Growth	快快增长					
C. Client's maximum length of expected investment horizon 客户期望最长的投资年期						
□ Not more than 1 year 不超过 1 年 □ Not more than 3 ye □ More than 5 years 超过 5 年	ars 不超过 3 年					
	•					
Subscription 认购	Ver also and below Westing Chatemants and fully					
Is the subscribed product a COMPLEX product 此產品是否複雜產品?	□ Yes, please read below Warning Statements carefully □ No 否 是,請細閱下方的警告聲明。					
Warning Statements in relation to the subscription of below COMPLEX product 認講以下						
	ct. You should carefully consider whether trading or investment is suitable in light of					
	t experience, investment objectives, investment horizon and investment knowledge.					
, ,	請閣下務必審慎行事。閣下在作出任何投資決定前,應考慮個人狀況,包括但不限於閣					
下的財政狀況、投資經驗、投資目標、投資年期及投資認識。如有需要,請考						
	nent products may not be the same as expected by customers. Your fund may increase or					
_ , , , , , , , , , , , , , , , , , , ,	nvestment may be the same or greater than initial investment amount. 由於市場瞬息萬					
變,此產品的買賣價格(如有)升跌及波幅可能非如閣下預期,閣下資金可能	因買賣此產品而有所增加或減少,投資的損失可能等同或大於最初投資金額。					
The information or any product offering documentation issued of this product have	not been reviewed by Securities and Futures Commission in Hong Kong ("SFC") and may					
contain information of non-SFC authorized products. You should exercise caution	in relation to the product. If you have any query on the information or any product offering					
documentation provided, you should seek independent professional advice. 此產	品的發行人刊發的要約文件及/或產品資料未經証監會審閱,並可能載有未經証監會認					
可的產品資料,閣下務必審慎行事。如閣下對產品發行人提供的要約文件及/5	或產品資料有任何疑問,請考慮諮詢閣下的獨立投資顧問。					
The product has been authorized by the SFC. SFC authorization is not a recommend	ation or endorsement of the product nor does it guarantee the commercial merits of the					
fund(s) or its performance. It does not mean the product is suitable for all investo	rs nor is it an endorsement of its suitability for any particular investor or class of investors.					
此產品雖得証監會認可,惟證監會認可不等同對產品作出推介或認許,亦不是	對產品的商業利弊或表現作出保證,更不代表產品適合所有投資者,或認許產品適合					
任何個別投資者或任何類別的投資者。						
Past performance (if any) is not necessarily a guide to future returns, and no repres	entation or warranty, express or implied, is made regarding future performance. 此產品的					
過往表現(如有)不能被視為將來表現的指示或保証,也不能代表或對將來表	現做出任何明示或暗示的保障。					
□ This Product is offered to below persons only 此產品只供以下人士買賣:						
	investor" in section 1 of Part 1 of Schedule 1 to the SFO 任何符合《證券及期貨條例》附表					
1 第 1 部「專業投資者」的定義第(a)至(i)段所描述的人士 或	W: A CD A CC L L A A A CC A C I A A A A A A A A A A A A					
	or" in section 1 of Part 1 of Schedule 1 to the SFO 任何符合《證券及期貨條例》附表 1 第					
1 部「專業投資者」的定義第(j)段所描述的人士。	Nationakin Managas,加朗下對上述完美方方段即一連向眼下的安丘經珊本物					
If you have any query on the above definitions, you should seek advice from your R						
1 □ Bonds 债券 Code 编号 Name □ Notes 票据	A					
□ Notes 宗福 □ Preference Shares 优先股	1.7.页					
	ssion 佣金(%) Monthly Custodian Fees 毎月托管费 Total Settlement Amount					
累计利息	0.05% of month end market value 月底市场价值 总交收金额					
XX71436	SISSISTED THE					
Suitability Assessment 适合性检查	Assessment Result 评估结果					
A. Product Risk Level 产品风险评级	□ Match 配对					
□ 1-Low 低风险 □ 2-Low-Medium 中低风险	□ 3-Medium 中风险 □ Mismatch 不配对					
□ 4-Medium-High 中高风险 □ 5-High 高风险						
B. Product's Investment Objective 产品投资目标	□ Match 配对					
□ Capital Preservation 保本为主 □ Income Oriented 收入主导	□ Income and Growth 收入及增长 □ Mismatch 不配对					
□ Growth Oriented 增长主导 □ Aggressive Growth 积极增长						
C. Product's Investment Tenor 产品投资年期	□ Match 配对					
□ Not more than 1 year 不超过 1年 □ Not more than 3 years 不超						
□ More than 5 years 超过 5 年						
Concentration Risk 集中性风险	□ Match 配对					
□ Below 25% 以下 □ 25%-50%	□ Above 50% 以上 □ Mismatch 不配对					

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Acknowledgement of Profile Mismatch 投资组合错配确认			
I/We acknowledge that 本人/吾等确认			
The risk rating of the Investment Product is higher than my/our risk profile or not consistent with my/our selected investment strategy; and/or 投资产品的风险类型高于本人/吾等承受风险能力;及/或			
the investment objective of the Investment Product is not consistent with my/our selected investment strategy or objective; and/or 投资产品的目标有别于本人/吾等选择之投资策略或目标,及/或			
the investment tenor of the Investment Product is longer than my/our maximum length of expected investment horizon; and/or 投资产品的投资年期长于本人/吾等期望最长			
的投资年期;及/或 □ I/we would expose to high concentration risk 本人/吾等将承受高度集中性风险。			
I/we declare and confirm that I/we fully understand the above mismatch and have reconsidered in	n these circumstances. It is my/our final decision to accent such mismatch and wish to		
continue to invest the original amount in the above Product with below justification 本人/吾等在			
/吾等最终决定接受这种不配对并希望继续投资原本拟定的金额于上述产品,原因如下:			
Witness Arrangement 见证安排			
I/We hereby and confirm that I/we have been accompanied by 本人/吾等谨此声明和确认			
my/our undersigned relative/friend ("Witness"), who is aged between 18 and 64 with e	ducation qualification of secondary school or above and I/we have signed the CMBIS's		
application form in the presence of the Witness: and/or 在一位年龄介乎 18-64 歲及教育程度达中学或以上的亲友(「见证人」)陪同下申请上述产品,并在见证人面前签署银行的申请表格,及/或			
have a second CMBIS staff to handle the sales when making application for the above Prod	duct. 已由多一位职员处理投资上述产品的申请。		
The CMBIS's licensed intermediary has clearly explained to me/us and the Witness(if any) the na	ature and key features of, and the risks (including risk rating) associated with the above		
Product and has answered all queries in relation to the above Product and my/our application from	om me/us and the Witness (if any). I/We and the Witness (if any) fully understand the		
nature and key features of and the risks associated with the above Product and agree to proceed w	vith the application. 招银國際证券的持牌中介人已向本人/吾等及见证人(如有)		
清楚解释上述产品之性质、主要特点及其相关之风险(包括其风险评级),并已回答了本人/	'吾等及见证人(如有)所有有关上述产品及本人/吾等的申请的查询。本人/吾等及		
见证人(如有)完全理解上述产品之性质、主要特点及其相关之风险,并同意进行申请。			
Full Name of the Witness 见证人全名	Signature of the Witness 见证人签名		
Relationship with Customer 与客户之关系	Date 日期		
Reason(s) for Recommendation made by the Intermediary (Mandatory field) 中介人建议原因	(必须填写)		
, , , , , , , , , , , , , , , , , , , ,	,,		
Possible downside risk(s) associated with the Product (Mandatory field) 产品可能面对的下行原	风险 (必须填写)		
(*Investors should read carefully the Offering Documents (including the section "Risk Considerations") for the relevant risks associated with the Products before investing) 请客户投资前			
仔细阅读产品说明章程中的风险要素			
Customers' Queries and Response 客户提问及响应			
Documentation checklist 文件核对表			
□ Bonds/Notes/Preference Shares Issue & Programme Prospectus 债券/票据/优先股发行及□ Others 其他	2 计划章程		
I/We confirm that I/we have received and read the latest offering document(s) and financial report(s) (if any) relating to the product purchased to and I/we agree to be bound by the terms			
and conditions as set out in the offering document(s)(including the Master Terms & Conditions)as amended from time to time。 本人/吾等确认已收妥及阅读有关本人/吾等所认购的			
产品的最新说明章程及财政报告(如有),并同意受该等条款约束(包括综合章则及条款)(各文			
Important Notice on Sales Disclosures to Investors 致投资者的销售披露重要通知			

Where CMB International Securities Limited (referred to in this notice as "We"," Us" or "our") distributes investment products, we are required under paragraph 8.3A of the code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission to disclose certain sales related information to you prior to or at the point of sale. This notice forms part of that disclosure and applies where we distribute investment products such as funds (including mutual funds, unit trusts, hedge funds and private funds), structured notes, primary offerings of ETFs, bonds and stocks and also applies to secondary market transactions in over —the-counter ("OTC") bonds, notes and similar paper. Our representative may refer to this notice when he or she enters into a transaction for you. 根据《证券及期货事务监察香员会持牌人或注册人操守准则》第 8.3A 段的规定,招银国际证券有限公司(在本通知书中称为"我们"或"我们的"或"招银国际证券")在向客户分销投资产品时,必须在销售前或销售时向客户披露某些与销售相关的资料。本通知书为此类披露的一部分,并适用于我们分销的基金(包括共同基金,单位信托基金,对冲基金和私募基金),结构性票据,初次发售的交易所交易基金,债券和股票等投资产品,也适用于场外交易债券,票据和类似产品等二级市场交易,我们的销售代表在与您进行交易时可能会提及本通知书。

1 Our capacity in various transactions 我们在各类交易中的身份

Where we act as your agent, we enter into the relevant transaction on your behalf. Where we act as principal, we source an investment at your request and then sell it to you. 如果我们作为您的代理人,我们将代表您进行相关交易。如果我们作为主事人,我们将根据您的要求选择投资项目,并向您出售。

- 1.1 Unless we explicitly inform you otherwise, we act as your agent for transactions in funds (including ETFs, mutual funds, private and hedge funds), exchange traded instruments (including listed shares, warrants, IPO shares, and exchange traded bonds), OTC/non-exchange traded instruments (which will also include any non-exchange traded primary market instruments), traditional investments such as OTC bonds, notes and similar paper and OTC/non-exchange traded instruments include structured notes. 除非我们明确另行通知您,在基金(包括交易所交易基金,共同基金,私募和对冲基金)交易、交易所交易的工具(包括上市股票、 权证、 IPO 新股和交易所交易的债券)、场外交易/非交易所交易工具(还包括任何非交易所交易的一级工具)及场外交易债券、票据和类似产品等传统投资、场外交易/非交易所交易所交易工具包括结构性票据交易中,我们作为您的代理人。
- 2 Our affiliation with various issuers 我们与各个发行人的联属关系

We may be affiliated with various issuers of investment products. 我们与各种投资产品的发行人之间可能存在联属关系

- 2.1 CMB International Capital Corporation Limited, CMB International Capital Limited, CMB International Securities Limited, CMB International Asset Management Limited, issuers whose name bears the words "CMB" or "CMB", Legend Fortune Limited and Golden Sunflower Limited are our Group companies. 招银国际金融有限公司、招银国际融资有限公司、招银国际证券有限公司、招银国际资产管理有限公司、其名称包含"招银国际"或"CMB"字样的发行人以及 Legend Fortune Limited 及 Golden Sunflower Limited 均属于我们的集团公司。
- 2.2 Unless we otherwise inform you, all other issuers are third party issuers which are not our Group companies and are therefore not affiliated with us. CMBI or the Group companies may take on advisory or other administrative roles with issuer entities, for which they may receive remuneration. 除非我们明确另行通知您, 所有其他发

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行人为第三方发行人, 并不属于我们的集团公司, 因此与我们没有联属关系。 招银国际证券有限公司或其它集团公司可能担任其它发行人机构的顾问或其 他行政角色, 并可能为此收取报酬。

- We are not an independent intermediary, because we receive fees, commissions, or other monetary benefits from other parties (which may include product issuers) in relation to the distribution of investment products to you. For details, you should refer to the disclosure on monetary benefits which the bank is required to deliver to you prior to or at the point of entering into any transaction in investment products; and we receive non-monetary benefits from product issuers. If the product issuer is the entity mentioned above, in addition to the aforesaid, we have close links or other legal or economic relationship with the issuer of the investment products that we may distribute to you. 我们并非独立的中介人,理由如下:我们有收取由其他人士(可能包括产品发行人)就我们向你分销投资产品而提供的费用、佣金或其他金钱收益。详情请参阅我们按规定在订立任何投资产品交易前或在订立任何投资产品交易时须向你提供的金钱收益披露;及我们亦有收取由产品发行人提供的非金钱收益。若产品发行人为上述提及与我们有关的联属公司,除上述收益外,我们与向你分销的投资产品的发行人还有紧密联系或其他法律或经济关系。
- 4 Monetary benefits where we distribute an investment product to you 我们向您分销投资产品的金钱收益

(The table below is for your reference only. The actual monetary benefits we received is subject to the disclosures made during and/or after the transaction. 以下只供參考,以我司向您分銷投資產品時及/或分銷投資產品後的披露為准。)

For the purpose of this section, the term "Product Issuer" refers to an entity that either originates the product itself or that procures the product from a third party. 在本部分中, "产品发行人"指自身原创产品或向第三方采购产品的机构。

4.1 Act as an Agent 以代理人身份

We may receive the following quantifiable monetary benefits. Such benefits include explicit monetary benefits with respect to the product distribution received by us from Product Issuers and commission, where we act as agent without taking market risk. 我们可能取得以下可量化的金钱收益。此类收益包括我们就分销产品从产品发行人取得的明确金钱收益。此类收益包括我们就分销产品从产品发行人取得的明确金钱收益。以及我们在不承担市场风险的情况下,作为经纪从背对背交易中赚取的销售佣金。

Product Type 产品种类	Monetary benefit 金钱收益		
Debt Securities (primary market transactions) 债務証券(一级市场交易)	Up to 2% of nominal amount 最高为分配金额的 2%		
Debt Securities (secondary market transactions) 债務証券(二级市场交易)	Up to 2% of nominal amount 最高为名义金额的 2%		
Structured Notes (e.g. Linked to underlying equity, currency, Commodities including	Up to 5% of nominal amount 最高为名义金额的 5%		
precious metals, fixed income, interest Rate etc.)结构性票据(例如,与相关股权、			
货币、商品 包括贵金属、固定收益、利率等相连)			

4.2 Act as a Principal 以主事人身份

We are acting in the capacity of a principal in the distribution of below products and we will benefit from the distribution of these product. 我们以主事人身份分销以下产品,及我们将会从此产品的分销中取得益处。

Product Type 产品种类	Monetary benefit 金钱收益
Debt Securities (primary market transactions) 债務証券(一级市场交易)	Up to 10% of nominal amount 最高为分配金额的 10%
Debt Securities (secondary market transactions) 债務証券(二级市场交易)	Up to 10% of nominal amount 最高为名义金额的 10%

Unless we explicitly inform you otherwise and rounded up to the nearest whole percentage points. 除非我们明确另行通知您,并调高至最接近的整数百分率。 For other products, including primary offerings of ETFs and stocks where monetary benefits are quantifiable, our representative will provide you at or before the point of sale with information on specific monetary benefits received. The Benefits will be disclosed as an actual figure or a percentage ceiling of the investment amount that is rounded up to the nearest whole percentage point. 对于其他可量化金钱收益的产品(包括交易所交易基金初次发售和股票)我们的销售代表将在销售前或销售时,向您提供我们取得的具体金钱收益的資料。此类收益将以实际数值或占投资额的百分率上限(调高至最接近的整数百分率)的形式披露。

5 Generic disclosures on monetary benefits received by us 对于我们获取的金钱收益的概括披露

We may also receive monetary benefits in connection with a transaction that are not quantifiable prior to or at the point of sale which are set out below. These monetary benefits may be received in addition to or instead of the specific monetary benefits described in 4. 我们还可能取得下述与某项交易的、但无法在销售前或在销售时量化计算的金钱收益。此类金钱收益可能是第 4 条中所述的具体金钱收益的附加性或替代性收益。

5.1 Structured Notes 结构性票据

We may receive from Product Issuers as part of our compensation, one-time or recurring holding fees. Holding fees refer to compensation provided by the Product Issuer for placing and continuing to hold the investment products. Holding fees are payable in respect of products with subscription period where the holding fee is paid at certain times after the close of the subscription period. As holding fees are calculated based on aggregate holding volumes on specific dates they are not quantifiable at the point of sale. 我们可能从产品发行人取得一次性或经常性持有费用,作为我们的报酬的一部分。持有费用指产品发行人为配售和持续持有投资产品支付的报酬。持有费用适用于有认购期的产品,在认购期结束后支付。由于持有费用是按照具体日期总体持有量计算的,在销售是无法量化计算。

5.2 Bonds, notes and similar paper 债券、票据和类似产品

We may receive up to 2% of the aggregation allocation volume from Product Issuers for primary market transactions, as part of our compensation, one –time rebates. These rebates are calculated based on aggregate allocation volume and are not quantifiable at the point of sale. 我们可能就一级市场交易从产品发行人取得按照总体持有量的最多 2%的一次性回扣,作为我们的报酬的一部分。此类回扣是按照具体日期总体持有量计算的,在销售时无法量化计算。

6 Non-monetary benefits where we distribute an investment product to you 我们向您分销投资产品获得的非金钱收益

We may receive non-monetary benefits from third party issuers including, but not limited to, access to research materials, free security price quotations, entertainment and invitations to seminars. Such non-monetary benefits received are based on our relationship with the issuers and are not linked to any particular client transaction. 我们可能从第三方发行人取得非金钱收益,包括但不限于获得研究材料、免费的证券价格报价、招待和研讨会邀请。此类非金钱收益是基于我们与发行人的关系,与任何待定客户交易无关。

7 Occasions when you may receive a discount in relation to fees and charges 您可能有机会获得费用折扣

You may at times be eligible to benefit from a reduction in, or discount on, the fees and charges payable in relation to certain investment products. You will be informed prior to the point of sale of the investment when such a reduction or discount would apply. 您可能有机会获得某项投资产品的费用减免或折扣。当此类减免或折扣适用时,我们会在销售投资产品前通知您。

The Chinese translation is for reference only. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail. 本文件的中文译本仅供参考之用,若本文件的英文版本与其译本有任何差异或抵触,概以英文版本为准。

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Customer's Declarations and Signature 客户声明及签署

I/We declare that 本人/吾等声明

- 1 I/We agree to purchase the Bonds/Notes/Preference Shares on the following basis: 本人/吾等同意根据以下各点认购债券/票据/优先股:
- 1/We understand and accept that the Bonds/Notes/Preference Shares are not capital protected by the Issuer. The Bonds/Notes/Preference Shares may be redeemed by delivery amount of the laggard share on the maturity date. The value of the shares delivered will be less, and could be substantially less, than the principal amount of my/our Bonds/Notes/Preference Shares. 本人/吾等明白及接纳债券/票据/优先股并不获发行人保本。债券/票据/优先股或会于到期日以交付表现最落后股份之实物交付股份的价值将少于及可能远少于本人/吾等的债券/票据/优先股的本金额。
- 3 I/We understand that the value of the Bonds/Notes/Preference Shares will fluctuate, which may fall or rise, depending on the prevailing market conditions. 本人/吾等明白债券/票据/优先股价值可能会非常波动,并将根据市场情况而定,可跌亦可升。
- 4 I/We undertake and agree to accept the Bonds/Notes/Preference Shares applied for, or any lesser number (provided such number is not less than the Minimum Investment Amount) allotted to me/us. 本人/吾等明白各股份的开始价及行使价并未厘定,及将只会在本人/吾等获分配的任何较少数目(但该数目不得少于最低投资金额)的债券/票据/优先股。
- 1/We undertake and agree to pay in full the principal amount of the Bonds/Notes/Preference Shares allotted to me/us. CMBIS may at its discretion and without reference to me/us determine whether to carry out my/our instructions given herein if my/our account does not have sufficient available fund(s) to pay for the application money. Any cost, charges and losses incurred as a result thereof shall be borne by me/us. 本人/吾等承诺及同意全数支付本人/吾等获分配债券/票据/优先股的本金额,如本人/吾等之户口无足够款项支付申请款项,贵司有权决定是否执行本人/吾等之认购债券/票据/优先股指示而无须知会本人/吾等,并由本人/吾等承担由此而引致之一切费用,收费及损失。
- 6 I/We understand that the Initial Price and Strike Price of each share have not yet been set and will only be set in the manner described in the Issued Prospectus after I/we have committed to purchase the Bonds/Notes/Preference Shares. 本人/吾等明白各股份的开始价及行使价并未厘定,及将只会在本人/吾等已承诺购买债券/票据/优先股后发行章程所述的方式厘定。
- 1/We authorize CMBIS to credit any Bonds/Notes/Preference Shares allotted to me/us to my/our account with CMBIS and understand that no certificates of title will be available for my/our Bonds/Notes/Preference Shares and my/our interest in the Bonds/Notes/Preference Shares will be in book-entry form only. I/We understand that the Bonds/Notes/Preference Shares will be held through a clearing system which means I/we will have to rely on CMBIS to credit or debit my/our account with CMBIS with payments credited to it or to be made by me / us to the Issuer through the clearing system and to distribute notices received by CMBIS or to be made by me/us to the Issuer through the clearing system and I/we agree that any coupon and redemption payment to which I/we am/are entitled will be credited to my/our securities account only after CMBIS receives the notification and related payment from the Issuer through clearing system. 本人/吾等授权贵司将本人/吾等获配发之任何债券/票据/优先股记入本人/吾等在其开设之账户,并明白本人/吾等之债券/票据/优先股将不获发所有权证书,及本人/吾等于债券/票据/优先股之权益将只会以账面记录形式入账;并明白债券/票据/优先股将透过结算系统持有,意指本人/吾等将须依赖贵司,将其透过结算系统收到之款项或将本人/吾等透过结算系统应付发行人之款项分别拨入本人/吾等于贵司之账户或自本人/吾等之账户扣除,及转达其透过结算系统收到之通知或本人/吾等透过结算系统向发行人发出之通知,及本人/吾等同意所有给予本人/吾等之票息及赎回金额将于贵司收妥由发行人透过结算系统发出之通知及有关款项后,才进账入本人/吾等之账户内。
- I/We agree that if I am/we are not allotted any Bonds/Notes/Preference Shares or if my/our application is successful only in part or if the Bonds/Notes/Preference Shares are not issued for any reason, the whole or all appropriate portion of the principal amount paid by me/us will be returned to me/us without interest and at my/our own risk and that any interest earned will be retained for the benefit of CMBIS and/or Issuer, as the case may be. 本人/吾等同意如未获分配任何债券/票据/优先股,或本人/吾等之申请仅获部份接纳,或产品基于任何原因而并无发行,则本人/吾等支付之全部或适当部份的本金额将不计利息退回本人/吾等,有关风险概由本人/吾等承担,且所有己赚取的利息将拨归贵司及/或发行人所有。
- 1/We understand and accept that neither the Issuer, the Guarantor, the Arranger, the Placing Agent nor any of its or their affiliates accepts any responsibility for the provision of investment services and custody services by CMBIS or for any consequences of, or arising from the use of, the securities account and account or custody services of CMBIS. I/we agree that none of CMBIS, the Arranger, the Placing Agent, the Guarantor and the Issuer, their respective directors, officers, agents, nominees and affiliates will be liable to any persons in any way for any loss which may be suffered as a result of the sale by CMBIS of my/our Bonds/Notes/Preference Shares in accordance with the terms and conditions of the operation of my/our securities account and account with CMBIS. 本人/吾等明白及接纳发行人、担保人、安排人、配售代理或其任何联系人概不就贵司提供之投资服务及托管服务或因使用贵司之证券账户及账户或托管服务引致或产生之后果承担任何责任;并同意贵司、安排人、配售代理、担保人及发行人、彼等各自之董事、高级职员、代理、代名人及联系人概不以任何方式向任何人士因贵司根据本人/吾等在其开设之账户之操作条款及条件出售本人/吾等之产品而可能蒙受之任何损失而负责。
- 10 I/We have read and understand the terms and conditions of the Bonds/Notes/Preference Shares, application procedures and the confirmations set out in the offering material of the Bonds/Notes/Preference Shares and agree to be bounded by them. 本人/吾等已经阅读及明白债券/票据/优先股的条款和条件,及认购文件所载之申购程序及各确认章节,并同意受其约束。
- 11 I/We confirm that I am/we are not located within the United States, and I/we am/are not a U.S. Person within the meaning of Regulation S under the United States Securities Act of 1933 (which includes and person resident in the United States and any partnership or corporation organized or incorporated under the laws of the United States.). 本人/吾等并非身处美国,及并非一九三三年美国证券法 S 条例所规定的意义上的美国人(包括居住在美国的任何人士及根据美国法例组成的任何合伙企业或公司)。
- 12 I/we confirm that I/we have not received any assurances from the Company concerning the expected net return on the Bond/Notes, and I/we am/are fully aware of the nature of the Bonds/Notes/Preference Shares subscribed and the risks associated with the Bonds/Notes/Preference Shares.本人/吾等没有获得由公司提出有关产品之任何预期净回报保证,及本人/吾等充分了解本人/吾等认购的债券/票据/优先股之性质及附带风险。
- 13 I / We agree and authorize CMB International Securities Ltd ("CMBIS") to debit my / our securities account for this Purchase Order (If no enough foreign currency for settlement, CMBIS will exchange my HK\$ balance to the currency needed for settlement). 本人/吾等同意并授权招银国际证券有限公司("招银國際证券")从本人/吾等之招银國際证券户口扣除申购款项(若账户内未有足够之外币作结算,招银國際证券会把账户内港币兑换成需要之外币作结算)。
- 14 I/We consent to complete and return my/our updated Risk Profile Questionnaire at CMBIS's request if my/our answers above are inconsistent with CMBIS's existing record. 倘本 人/吾等以上提供的答案与招银國際证券之现有记录有所不符,本人/吾等同意在招银國際证券的要求下更新本人/吾等之「风险取向问卷」并递交更新后的问卷。
- 15 I/We have read and understood the "Important Notice on Sales Disclosures to Investors" of this form prior to my/our signing this completed form. 本人/吾等在签署填妥本表格前,已阅览及明白本表格的「致投资者的销售披露重要通知」。
- 16 I/We have read and agree to the Schedule to Instruction for Bonds/Notes/Preference Shares Purchase Order. 本人/吾等已阅读及同意本债券/票据/优先股申购指示的附录。
- 17 I/We understand that the provision of information in this form is voluntary for the purpose of my/our current application for subscription. If I/we fail to provide the information, my/our current application will not be accepted. 本人/吾等明白于本表格上提供資料为处理是次认购申请是自愿的。倘本人/吾等未能提供有关资料,本人/吾等是次之申请将不获处理。
 - I/We acknowledge and agree that the information collected from me/us in this form together with any subsequent alterations or supplements to it is being collected on behalf of CMBIS, I/We further acknowledge and confirm that I/we have received and read the Personal Information Collection Statement (the "PICS") attached as Schedule I to the Client Agreement entered into by me/us with CMBIS (as amended from time to time) (the "Client Agreement"). I/We understand and agree that the information collected from me/us in this form together with any subsequent alterations or supplements to it can be used and/or transferred in accordance with any of the uses and purposes (including in relation to direct marketing) and/or to any of the transferees as fully described in the PICS and agreed by me/us pursuant to the Client Agreement. 本人/吾等确认及同意从本人/吾等在本表格上收集的資料及日后之任何改动或补充,乃代表招银國際证券所收集。本人/吾等进一步确认及确定,本人/吾等已收讫及阅毕与招银國際证券签定的客户协议中,附表一所载的个人资料收集声明(不时作出修订)(「客户协定」)。本人/吾等确认及同意从本人/吾等在本表格上收集的資料及日后之任何改动或补充,可根据个人资料收集声明内的使用及目的(包括直接促销)及/或转交予受让人的描述,而作使用及转交。
- 19 I/We have a right to request access to and correction of my/our personal data by writing to the Privacy Officer, CMB International Securities Limited,45/F, Champion Tower, 3 Garden Road, Central, Hong Kong. 本人/吾等可致函香港中环花园道 3 号冠君大厦 45 楼招银国际证券有限公司資料保护主任收,要求查阅及更改本人/吾等的个人资料。

Signature 客户签署 Date 日期

For Official Only 只供内部使用					
Time of Order taken 收件时间		Audio Date and Reference 录	音日期及编号		
CMBIS licensed staff and Witness staff (if applicable) have already explained the nature, features and risks of and associated the above Product to the Customer(s) and the Witness (if applicable) to ensure the Customer(s) and the Witness (if applicable) fully understand the nature, features and risks of and associated with the above Product(s). 招银國際证券持牌中介人及见证职员已向客户及其见证人(如有)清楚解释上述产品之性质、主要特点及其相关之风险以确保客户及其见证人完全理解上述产品之性质、主要特点及其相关之风险以确保客户及其见证人完全理解上述产品之性质、主要特点及其相关之风险。					
Full Name of licensed staff 持牌中介人全名	AE No 持牌中介人号码		Signature of licensed staff 持牌中介人签名		
For VC transaction Only 容易受损客户交易适用					
Full Name of Witness staff 见证职员全名	AE No 持牌中介人号码		Signature of Witness staff 见证职员签名		
Reviewer* and Review Date	(Mismatch Transaction)(I RO Approval and Date	f applicable) Compliance Approval and Date	Trader/Time and Date of Order Executed		

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^{*}Reviewer has to ensure the (i) completeness, (ii) accuracy of the form and (iii) suitability assessment has been properly performed

Schedule to Instruction for Bonds/Notes/Preference Shares Purchase Order 债券/票据/优先股申购指示的附录

Terms used, but defined in, this Schedule shall have the meaning given to them in the Purchase Order to which this Schedule relates. 本附录中术语的定义均由与本附录相关的申购指示赋予。

- 1. I / We appoint and authorize CMBIS to act as my / our agent and/or nominee (as CMBIS determines to be appropriate in the relevant purchase) to (i) execute, on my/our behalf (and whether in my / our name or in its own name), of any documentation (including any agreements, deeds, contracts, notices, letters or similar) determined by CMBIS as necessary relating to the purchase by me / us of the Bonds/Notes/Preference Shares that are the subject of the Purchase Order and (ii) take, on my/our behalf and without requiring our further instruction, any related actions (including voting and the giving of instructions) in connection with such purchase and I / we hereby approve any such execution and/or actions taken on my/our behalf by CMBIS. Notwithstanding the above, I / we understand and agree that CMBIS is not obliged to take any actions or respond to any resolution or corporate action events if I / we do not provide my / our instruction within any cutoff time stipulated by CMBIS following the relevant corporate action notice.
 - 本人/吾等委任并授权招银国际证作为本人/吾等的代理人和/或代名人(按招银国际证券确定的有关购买的适当方式), (i) 代表本人/吾等(无论以本人/吾等的名义还是以 其自身的名义)签署招银国际证券确定的与本人/吾等购买作为购买申购指示内的债券/票据/优先股有关的任何文件(包括任何协议、契约、合同、通知、信函或类似文 件); (ii) 本人/吾等特此批准招银国际证券代表本人/吾等执行和/或采取与此类购买和产品有关的任何行动(包括投票和发出指示),而无需本人/吾等进一步指示。尽管有 上述规定,本人/吾等理解并同意,如果本人/吾等没有在有关公司行动通知发出后,在招银国际证券规定的任何截止时间内提供本人/吾等的指示,招银国际证券没有义务 采取任何行动或对任何决议或公司行动事件做出回应。
- 2. Subject to the terms and conditions of the relevant product documentation, where CMBIS is acting as agent and/or nominee regarding the same product for more than one client, I/we acknowledge and agree that it is possible that CMBIS may not be able to separately provide instruction or vote on each client's behalf, and I/we authorize CMBIS to (i) take such actions or in actions and vote based on instruction received from majority of relevant investors (i.e. holding over 50% relevant voting rights), and (ii) in the absence of instruction from such majority, take such actions or inactions or vote in CMBIS's absolute discretion.
 - 受限于相关产品文件的条款和条件,如果招银国际证券就同一产品为多个客户担任代理和/或代名人,本人/吾等承认并同意招银国际证券有可能无法分别代表每个客户提供指示或投票,本人/吾等授权招银国际证券 (i) 根据收到的大多数相关客户投资者(即持有超过 50%的相关权益,或持有超过 50%的相关权益)的指示,采取此类行动或进行行动和投票,以及(ii) 在没有收到大多数相关客户投资者的数指示的情况下,由招银国际证券全权决定采取此类行动、不行动和/或投票。
- 1 / We agree and acknowledge that CMBIS shall have no liability to us for acting as my / our agent or nominee in connection with the purchase of the Bonds/Notes/Preference Shares that are the subject of the Purchase Order as provided in this Schedule, save in the event of fraud on the part of CMBIS and, furthermore, agree and acknowledge that CMBIS shall have no liability to me / us with respect to the performance of the Bonds/Notes/Preference Shares that are the subject of the Purchase Order and/or with respect to any losses suffered or otherwise incurred by me / us in connection with our purchase of, holding of and/or investment in such Bonds/Notes/Preference Shares that are the subject of the Purchase Order. CMBIS and its relevant affiliates shall not be bound and shall have discretion to decide whether to take any action (including, without limitation, regarding any corporate actions, votings, events of defaults or legal proceedings), in which case then only if CMBIS and its relevant affiliates have received majority instruction (and such instruction CMBIS deems sufficient in its absolutely discretion) from the relevant client investors, in which case only if CMBIS and its relevant affiliates shall be indemnified, secured and/or prefunded to their satisfaction against all liabilities to which they may render themselves liable and/or which they may incur by so doing; and provided that CMBIS and its relevant affiliates shall not be held liable for the consequences of exercising its discretion or taking any such action, and may do so without having regard to the effect of such action on individual client.
 - 本人/吾等同意并确认,招银国际证券作为本人/吾等的代理人或代名人,在购买本申购指示所规定的债券/票据/优先股,除非招银国际证券有欺诈行为,否则对本人/吾等不承担任何责任。此外,本人/吾等同意并确认,招银国际证券对本人/吾等购买、持有和/或投资本附表所规定的债券/票据/优先股的表现和/或本人/吾等因购买、持有和/或投资本附表所规定的债券/票据/优先股的表现和/或本人/吾等因购买、持有和/或投资本申购指示所规定的债券/票据/优先股而遭受或发生的任何损失,一概不承担任何责任。招银国际证券及其相关联营公司不受约束,并可酌情决定是否采取任何行动(包括但不限于有关任何公司行动、投票、违约事件或法律诉讼),除非在招银国际证券及其相关联营公司收到相关客户投资者的多数指示(及招银国际证券按其绝对酌情权认为足够的指示),并在客户对招银国际证券及其相关联属公司应承担的和/或可能产生的所有责任进行弥偿、担保和/或预先提供资金的情况下,才会采取这种行动。而且,招银国际证券及其相关联营公司不应对行使其酌情权或采取任何此类行动的后果负责,并且可以在不考虑此类行动对个别客户的影响的情况下行使其酌情权或采取任何此类行动。
- 4. Where requested by CMBIS in connection with the purchase of the Bonds/Notes/Preference Shares that are the subject of the Purchase Order, and without prejudice to any agreement, authorization or approval provided in this Schedule, we hereby agree to approve any execution and/or action taken on my / our behalf in connection with the purchase of the Bonds/Notes/Preference Shares that are the subject of the Purchase Order.

 在招租国际证券更求下,在不影响未附录规定的任何协议,授权或批准的情况下,再等在此同音批准以未 / 再等的名义执行和/或采取与购买的债务/更报/价
 - 在招银国际证券要求下,在不影响本附录规定的任何协议、授权或批准的情况下,吾等在此同意批准以本人/吾等的名义执行和/或采取与购买申购指示内的债券/票据/优 先股有关的行动。
- 5. I / We hereby consent to CMBIS disclosing any information about me / us as CMBIS determines necessary, and to such persons as CMBIS determines necessary, in connection with the performance of CMBIS's role and duties as our agent and nominee pursuant to this Schedule, including with respect to the purchase of the Bonds/Notes/Preference Shares that are the subject of the Purchase Order.
 - 本人/吾等特此同意招银国际证券在招银国际证券认为必要时披露本人/吾等的任何信息,并向招银国际证券认为必要的人披露与招银国际证券根据本附录作为我们的代理 人和代名人履行职责有关的信息,包括与购买作为购买订单标的的债券/票据/优先股有关的信息。
- 6. I/We confirmed that I/we have read and understood fully and carefully the entire content of the documents (including without limitation any offering circulars, pricing supplements and/or trade confirmations) related to the Bonds/Notes/Preference Shares as provided to me/us by CMBIS or other relevant parties. For the benefit of CMBIS acting as our agent and nominee as provided in this Schedule, we hereby repeat each of the declarations given by me / us set out under the section headed "Customer's Declarations and Signature" set out in the Purchase Order and confirm that I / we have made my / our own investigation into the purchase of the Bonds/Notes/Preference Shares that are the subject of the Purchase Order (including taking advice from such professional advisors as we determine appropriate) and I am / we are not relying on any information or advice given by CMBIS or any affiliate thereof in connection with such purchase.
 - 本人/吾等确认,本人/吾等已全面仔细阅读并理解由招银国际证券或其他相关方提供给本人/吾等的与本债券/票据/优先股有关的文件(包括但不限于任何发售通告、定价补充文件和/或交易确认书)的全部内容。为了招银国际证券作为吾等的代理人和代名人在本附表中规定的利益。吾等在此重复购买订单中 "客户声明及签署 "一节中由本人/吾等作出的每项声明,并确认本人/吾等已对购买作为购买对象的债券/票据/优先股进行了自己的调查(包括听取我们认为适当的专业顾问的意见),并且本人/吾等不依赖于招银国际证券或其任何附属机构就该购买提供的任何信息或意见。
- 7. I/We acknowledge and agree to make the same representations, warranties and agreements as are made by CMBIS as subscribers, investors or agent (whether on my/our behalf or in its own name) in the relevant documents and I/we shall indemnify CMBIS and hold it harmless against any claims, costs and liabilities arise as a result of such subscription made by CMBIS, save and except to the extent caused by CMBIS's fraud. For the avoidance of doubt, such representations, warranties and agreements made by CMBIS (whether on my/our behalf or in its own name) in the subscription documents shall be deemed my/our representations, warranties and agreements, as if I/we complete those relevant subscription documents.
 - 本人/吾等确认并同意作出与招银国际证券作为认购人、投资者或代理人(无论代表本人/吾等或以其本身名义)在有关文件中作出的相同陈述、保证和协议,并且本人/吾等应就招银国际证券作出的该等认购而导致的任何索赔、费用和责任向招银国际证券作出赔偿,但由招银国际证券的欺诈所导致者除外。为免生疑问,招银国际证券(无论是代表本人/吾等还是以其自身名义)在认购文件中所作的陈述、保证和协议应被视为本人/吾等的陈述、保证和协议,就像本人/吾等完成这些相关认购文件一样。
- 8. I/We hereby agree to provide CMBIS with any information that CMBIS determines necessary and requests in connection with the performance of CMBIS's role and duties as our agent and nominee pursuant to this Schedule, including with respect to the purchase of the Bonds/Notes/Preference Shares that are the subject of the Purchase Order. I / We hereby agree and acknowledge that these terms of appointment of CMBIS as our agent and nominee on the terms set out in this Schedule, and any non-contractual obligations arising in respect thereof, are governed by, and shall be construed in accordance with, the laws of Hong Kong. The English version of this Schedule shall prevail in the event of inconsistency. 本人/吾等特此同意向招银国际证券提供招银国际证券认为必要的、与招银国际证券根据本附表履行其作为我方代理人和代名人的角色和职责有关的任何信息,包括与购买作为申购指示内的债券/票据/优先股有关的信息。本人/吾等特此同意并确认,按本附表所列条款委任招银国际证券为吾等的代理人和代名人的这些条款,以及由此产生的任何非合同义务,均受香港法律管辖,并应按照香港法律解释。本附录英文与中文如有不一致,以英文版本为准。

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