

CMB International Securities Limited

招銀國際證券有限公司

Account Opening Agreement-Institutional Professional Investor

專業投資者（機構）開戶協議

This agreement is made up of following documents and shall be valid/effective after completion and signature by the Client(s). 本開戶協定由如下文件組成，供客戶填寫及合併簽署後生效。

- PROFESSIONAL INVESTOR INFORMATION FORM (INSTITUTION)
專業投資者資料表格 (機構)
- Appendix 附件
 1. COMMON REPORTING STANDARD (CRS) - SELF DECLARATION FORM-ENTITY
共同申報準則- 自我證明表格 – 實體
 2. COMMON REPORTING STANDARD (CRS) - SELF DECLARATION FORM-CONTROLLING PERSON
共同申報準則- 自我證明表格 – 控權人
 3. APPLICATION FOR TREATMENT AS “PROFESSIONAL INVESTOR” 專業投資者（機構）申請書
 4. TERMS OF BUSINESS FOR PROFESSIONAL INVESTORS 專業投資者業務條款
 5. APPLICATION OF US STOCK ELECTRONIC ONLINE TRADING SERVICES
美國股票網上電子交易服務申請
 6. PERSONAL DATA PROTECTION STATEMENT 個人資料保障聲明

CMB International Securities Limited ("CMBIS")
招銀國際證券有限公司("招銀證券")

Account No. 帳號:	Effective Date 戶口生效日:	Name of AE 客戶主任:
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PROFESSIONAL INVESTOR INFORMATION FORM (INSTITUTION)
專業投資者資料表格 (機構帳戶)

Please read the Appendices, the attached Cash Client's Agreement / Margin Client's Agreement and related documents and terms before you sign this form 請在簽署本表格前仔細閱讀附件、隨附的現金客戶協議書 / 保證金客戶協議書及相關的文件及條款

1. Account Type 帳戶類別

<input type="checkbox"/> Cash Account 現金帳戶	<input type="checkbox"/> Margin Account 保證金帳戶
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2. Securities Service 證券服務

<input type="checkbox"/> Hong Kong Stocks 港股	<input type="checkbox"/> Shanghai-Hong Kong Stock Connect 滬港通	<input type="checkbox"/> Shenzhen-Hong Kong Stock Connect 深港通
<input type="checkbox"/> US Stocks 美國股票	<input type="checkbox"/> Shanghai B-shares 上海B股	<input type="checkbox"/> Shenzhen B-shares 深圳B股
<input type="checkbox"/> Other International Stock Markets, please specify 其他國際股票市場, 請註明: _____		
<input type="checkbox"/> Bonds 債券	<input type="checkbox"/> Funds 基金	<input type="checkbox"/> Over-the-counter Derivatives 場外衍生產品

3. Corporate Data 公司基本資料

Company (Account) Name in English 公司(帳戶)英文名稱:		Company Name in Chinese 公司(帳戶)中文名稱:	
Nature of Entity 公司性質:	<input type="checkbox"/> Sole Proprietorship 獨資	<input type="checkbox"/> Partnership 合夥	<input type="checkbox"/> Limited Company 有限公司
	<input type="checkbox"/> Listed Company 上市公司	<input type="checkbox"/> Others, please specify 其他, 請註明 _____	
Nature of Business 業務性質:			
Registered Address 註冊地址:			
Principal Business Address 主要營業地址:	If different from Registered Address, please specify 如與註冊地址不相同, 請註明:		
Correspondence Address 通訊地址:	<input type="checkbox"/> Same As Registered Address 與註冊地址相同	<input type="checkbox"/> Others, please specify 其他, 請註明:	
	<input type="checkbox"/> Same As Principal Business Address 與主要營業地址相同		
Place of Incorporation 註冊地點:	Date of Incorporation 註冊日期:		
Certificate of Incorporation No. 公司註冊號碼:	Business Registration No. 商業登記號碼:		
Contact Person (Name, Position) 連絡人(姓名, 職位):	E-mail address 電郵地址:		
Telephone Number (Office) 電話號碼(辦公室):	Fax No. 傳真號碼:		
Purpose of Account Opening 開戶目的:	<input type="checkbox"/> Investment 投資 <input type="checkbox"/> Others, please specify 其他, 請註明:		
Is your Company a U.S. citizen or a U.S. tax resident? 貴公司是否美國公民或就稅務目的而言的居民?			
<input type="checkbox"/> Yes 是, <input type="checkbox"/> No 否			

4. Financial Information 財務資料簡要

Authorized Capital 法定股本:		Paid-Up Capital 發行股本:	
Place of origin of the fund source 資金來源地:	<input type="checkbox"/> Hong Kong 香港	<input type="checkbox"/> China 中國	<input type="checkbox"/> Others, please specify 其他, 請註明
Initial Source of Fund 資金最初來自:	<input type="checkbox"/> Operational Income 營運收入	<input type="checkbox"/> Investment Income 投資收入	<input type="checkbox"/> Interest Income 利息收入
	<input type="checkbox"/> Funds from shareholders/capital contributions from partners 股東資金/合夥人注資	<input type="checkbox"/> Sale of Investment 出售投資	<input type="checkbox"/> Dividend Income 股息收入
	<input type="checkbox"/> Others, please specify 其他, 請註明	<input type="checkbox"/> External Borrowing 對外借貸	<input type="checkbox"/> Rental Income 租金收入
Ongoing Source of Fund 資金的持續來源:	<input type="checkbox"/> Operational Income 營運收入	<input type="checkbox"/> Investment Income 投資收入	<input type="checkbox"/> Interest Income 利息收入
	<input type="checkbox"/> Funds from shareholders/capital contributions from partners 股東資金/合夥人注資	<input type="checkbox"/> Sale of Investment 出售投資	<input type="checkbox"/> Dividend Income 股息收入
	<input type="checkbox"/> Others, please specify 其他, 請註明	<input type="checkbox"/> External Borrowing 對外借貸	<input type="checkbox"/> Rental Income 租金收入
Countries of Major Counterparties 主要交易對手之國家:	<input type="checkbox"/> Hong Kong 香港	<input type="checkbox"/> China 中國	<input type="checkbox"/> Others, please specify 其他, 請註明
Net Asset Value based on latest Audited Accounts 根據最近的審計帳目, 淨資產為:			
Profit after Tax based on latest Audited Accounts 根據最近的審計帳目, 除稅後盈利為:			

5. All Directors 所有董事

Director(s) Name 董事姓名	Director(s) Identity Document(s) 董事身份證明文件			Director(s) Home Address 董事住宅地址
	ID Type 證件類別	ID No. 證件號碼	Place of Issue 簽發地	

6. Major Shareholder(s) (Shareholding of 10% or more) 主要股東 (持有10%或之上股權) *

Name 姓名	Shareholding 股權(%)	Certificate Type 證件類別	Certificate No. 證件號碼	Place of Issue 簽發地	Home Address 地址

* Please provide details of **ultimate beneficial owner(s)** if they are different from the above shareholder(s) information 如最終實益擁有人與上述股東不同, 請提供最終實益擁有人之資料:

1 Name 姓名: _____ (_____ %) percentage of beneficial holdings 權益擁有百分比

Identity document 身份證明文件: (Type 類別/No.號碼/Place of Issue 簽發地) _____ / _____ /

Telephone電話: _____ Address地址: _____

U.S. citizen or a U.S. tax resident.美國公民或就稅務目的而言的居民 Yes 是 No 否

2 Name 姓名: _____ (_____ %) percentage of beneficial holdings 權益擁有百分比

Identity document 身份證明文件: (Type 類別/No.號碼/Place of Issue 簽發地) _____ / _____ /

Telephone電話: _____ Address地址: _____

U.S. citizen or a U.S. tax resident.美國公民或就稅務目的而言的居民 Yes 是 No 否

7. Disclosure of Identity 相關身份披露

Is your Company a Licensed Corporation licensed by SFC? 貴公司是否為證券及期貨事務監察委員會之持牌或註冊法團?	<input type="checkbox"/> Yes 是, CE No中央編號: _____ <input type="checkbox"/> No 否
Is any Director, Shareholder or Authorized Person of your Company an employee of any participant of the Stock Exchange of Hong Kong or a registered person under the Securities and Futures Ordinance? 貴公司之任何董事、股東或授權人士是否是聯交所參與者之僱員或根據證券及期貨條例註冊的持牌人士?	<input type="checkbox"/> Yes 是 Director/Shareholder/Authorized Person Name 董事、股東或授權人士姓名: _____ Participant Name 參與者名稱: _____ Position 職位: _____ CE. No. 中央編號: _____ <input type="checkbox"/> No 否
Is any Director, Shareholder or Authorized Person of your Company a staff of CMB International Securities Limited (CMBIS)? 貴公司之任何董事、股東或授權人士是否是招銀證券的職員?	<input type="checkbox"/> Yes 是, Name 姓名: _____ Position 職位: _____ <input type="checkbox"/> No 否
Does any Director, Shareholder or Authorized Person of your Company have any relationship with the staff of CMB International Securities Limited? 貴公司之任何董事、股東或授權人士與招銀證券的職員是否有親戚關係?	<input type="checkbox"/> Yes 是, Name of staff 僱員姓名: _____ Relationship 關係: _____ <input type="checkbox"/> No 否
Is any Director, Shareholder or Authorized Person or Related Company of your Company a Client of CMB International Securities Limited? 貴公司之任何董事、股東、授權人士或其關聯公司是否是招銀證券的客戶?	<input type="checkbox"/> Yes 是, Account Name 帳戶名稱: _____ Account No. 帳戶號碼: _____ <input type="checkbox"/> No 否
Is member of your group companies currently maintaining Account(s) with CMB International Securities Limited? 貴公司集團旗下公司成員有否在本公司開設帳戶?	<input type="checkbox"/> Yes 是, Account Name 帳戶名稱: _____ Account No. 帳戶號碼: _____ <input type="checkbox"/> No 否
Are you, either shareholders, directors or company, in control of 35% or more of the issued shares of any client of CMBIS? 貴公司之任何董事是否與其公司共同控制招銀證券的其它保證金客戶 35%或以上投票權?	<input type="checkbox"/> Yes 是, Account Name 帳戶名稱: _____ Account No. 帳戶號碼: _____ <input type="checkbox"/> No 否

8. Settlement Account Information 結算帳戶資料

Hong Kong Banking Accounts (bank accounts under client name)
 香港銀行資料記錄 (只用於客戶本人同名的香港銀行帳戶存款)

Name of Bank 銀行名稱/ Account No.戶口號碼1: (HKD 港幣/USD 美元) _____ / _____

Name of Bank 銀行名稱/ Account No.戶口號碼2: (HKD 港幣/USD 美元) _____ / _____

9. Electronic Service Application 電子服務申請

Do you need online trading service? 您是否需要開通網上交易服務?

Hong Kong Stocks 港股 Yes 是 No 否

US Stocks 美股 Yes, we have read, understood and agreed the clauses in the Appendix 5- Application form of US stocks online trading services. 是, 我司已閱讀及明白並同意接受附件5-招銀證券《美國股票網上交易服務申請》表格內之條款。
 Real Time Quote Services (Optional) 即時報價服務 (可選):
 I would like to apply the Real Time Quote Services and understand there is a charge of USD 10 per month 本人要求申請即時報價服務並同意支付每月 10 美元額外費用。
 I do not want to apply the Real Time Quote Services 本人不需要即時報價服務

(Client account code and password receive method, please choose one only) (Please state if differs from above)
 (帳戶號碼及密碼, 可選擇以下一種方式收取) (如與上述不同, 請註明)

E-mail address 電子郵箱: _____ Mailing address 郵寄地址: _____

10. Method of Communication 通訊方法

Trade Confirmation 交易確認 Mail 郵寄 E-mail address (Recommend) 電子郵箱 (推薦)

Statements & Notices 結單單據 Mail 郵寄 E-mail address (Recommend) 電子郵箱 (推薦)

(If select by E-mail, please read the [Client's Consent-Electronic Communication] below 如選以電子郵箱收件, 請閱讀以下 [客戶同意書—電子通訊] 部份)

Client's Consent-Electronic Communication 客戶同意書—電子通訊

(Please check the box if you agree with the clauses of [Client's Consent-Electronic Communication]. 如你同意 [客戶同意書—電子通訊]之條款, 請剔選以下方格。)

We, the undersigned client, hereby consent to CMB International Securities Limited (CMBIS) providing all notices, statements, trade confirmations and other communications by CMBIS to us through electronic communication and we hereby request, instruct and authorize CMBIS to transmit, release and send all notices, statements, contract notes and other communications (the "Communications") to me/us at my/our designated e-mail address as specified below. I/We, acknowledge and accept the risks of receiving the Communications via electronic communications, including but not limited to the risks as set out in the Cash Client's Agreement / Margin Client's Agreement and other related documents and terms and agree and undertake to hold CMBIS harmless from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which we may incur, suffer and/or sustain as a result of CMBIS's provision of Communications via electronic communication. We understand we can only choose either receiving the Account statement via physical mail or via electronic communication. Once choosing electronic communication service, we shall not receive physical contract note and physical account statement by mail. We undertake to notify CMBIS of any changes in our email address. If CMBIS got two successive messages in relation to failure of sending the statement to our email address electronically, CMBIS has the right to send the statement to us via physical mail instead. In the event of any difference in interpretation or meaning between the English and Chinese version of this Consent, the Client agrees that the English version shall prevail. CMBIS has explained to us, and we acknowledge and agree to, the content of this consent. 我司, 以下簽署之客戶, 謹此同意招銀國際證券有限公司 (招銀證券) 通過電子通訊向我司以我司於下列所指定之電子郵箱寄發成交單據及其它通訊 (該等通訊)。我司確認及接受通過電子通訊的風險, 包括但不限於載於現金客戶協議書 / 保證金客戶協議書及其他相關文件及條款中所列的風險, 並同意及承諾免除招銀證券因招銀證券通過電子服務提供該等通訊而令我司產生、蒙受及/或承受的一切虧損、損失、利息、費用、開支、法律訴訟、付款、索償等等的責任。我司明白我司只可從郵寄帳單或電子通訊選擇其一, 一經選用電子通訊, 我司將不會收到郵件形式寄發之成交單及月結單。於我司選用電子通訊期間, 我司將第一時間通知招銀證券有關我司電子郵箱的變更。假若招銀證券寄發電子帳單後連續兩次收到錯誤之通訊, 招銀證券可選擇以郵寄形式取代電子通訊。如本同意書中、英文本之解釋或意思有不相同, 客戶同意以英文本為準。招銀證券已向我司解釋本同意書, 我司聲明我司完全明白同意書之內容。

11. Process Agent 法律文件代理人

For Client who does not have a registered office or place of business in Hong Kong, the Client hereby appoints 客戶在香港如無註冊辦事處或營業地點, 客戶謹此委任 _____ (name of 姓名) _____ (address 地址) as its authorized agent to receive service of process in Hong Kong on its behalf 為其獲授權代理人, 代為在香港收取法律文件。

12. Acknowledgement by Client 聲明

We do not wish the CMB International Securities Limited to use our personal data in direct marketing via the following channel(s) (please use "✓" to select the channel(s)):-

Electronic Channels Mail Personal Call

If you return this Form without ticking any of the above boxes, it means that you do not wish to opt-out from any form of CMB International Securities Limited (CMBIS)'s direct marketing.

To improve and provide more comprehensive services to our customers, CMBIS may provide your personal data to other members of the Group* and any other persons for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth.

Please tick "✓" this box if you do not wish CMBIS to provide your personal data to the above persons for the above purposes.

*The "Group" means CMBIS and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of CMBIS's holding companies, wherever situated.

The above represents your present choice regarding whether or not to receive direct marketing materials, and CMBIS's intended provision of your personal data to other members of the Group* for their use in direct marketing. This replaces any choice communicated by you to CMBIS prior to this application.

Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in CMBIS's Data Policy Notice.

Please also refer to the said Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

我司不欲招銀國際證券有限公司使用我司的個人資料經以下渠道作直銷推廣 (請以"✓"選擇渠道)

電子渠道 郵件 專人電話

如貴公司沒有在以上任何方格內以"✓"號顯示貴公司的選擇, 即代表貴公司並不拒絕招銀國際證券有限公司 (招銀證券) 任何形式的直銷推廣。

為改善及提供更全面的服務予招銀證券的客戶, 招銀證券可能會將貴公司的個人資料提供予「本集團」*其他成員及其他人作其包括財務、保險、信

用卡、證券、商品、投資、銀行及相關服務和產品及授信的直銷推廣。

若貴公司不欲招銀證券提供貴公司的個人資料予以上人士作以上用途，請閣下在這方格上以"✓"號表示。

*「本集團」指招銀證券及其控股公司、分行、附屬公司、代表辦事處及附屬成員，不論其所在地。附屬成員包括卡公司的控股公司之分行、附屬公司、代表辦事處及附屬成員，不論其所在地。

以上代表貴公司現在對是否接收直銷推廣資料，以及對招銀證券擬將貴公司個人資料提供予「本集團」*其他成員作其直銷推廣的選擇，亦取代任何貴公司之前已告知招銀證券的選擇。請注意，貴公司以上的選擇適用於根據招銀證券的「資料政策通告」上所載的產品，服務及/或標的類別的直銷推廣。請貴公司參考該通告上以得知在直銷推廣上可使用的個人資料的種類，以及貴公司的個人資料可提供予甚麼類別的人士以供該等人士在直銷推廣中使用。

We confirm and represent that the information on this Client Information Form and documents provided in connection with this application is true, complete and correct and that the representations in the attached agreement are accurate. CMB International Securities Limited (CMBIS) is entitled to rely fully on such information and representations for all purposes, unless it receives notice in writing of any changes. CMBIS is authorized at any time to contact anyone, including client's banks, brokers or any credit agency, for the purpose of verifying the information provided on this Client Information Form. 我在此確認在客戶資料表格所提供的資料及文件全部為真實、完整和正確，以及附上的協議中的陳述均屬準確。除非招銀國際證券有限公司（招銀證券）接到更改有關本資料表格內容的書面通知，否則招銀證券可完全依賴這些資料及陳述做一切用途。客戶授權招銀證券可隨時聯絡任何人包括客戶的銀行、經紀或任何信貸機構等，核實本資料表內的資料及陳述。

Pursuant to FATCA or applicable local laws, We hereby consent to CMBIS to report my personal data to the U.S. applicable local regulators or tax authorities where necessary in order to comply with FATCA or applicable local laws. 根據FATCA或相關當地法律，我同意向招銀證券匯報我的個人資料到美國或適用的當地監管機構或稅務機關，並在必要時為符合FATCA或適用的當地法律。

We, the undersigned Client, acknowledge and confirm that we have read, understood and accepted the provisions of the Cash Client's Agreement / Margin Client's Agreement and other related documents and terms, including (inter alia) the Risk Disclosure Statement and Personal Data Protection Statement, and agree to be bound by each of the above as amended and/or supplemented from time to time. We have been referred to the Cash Client's Agreement / Margin Client's Agreement and other related documents and terms, including (inter alia) the Risk Disclosure Statement and Personal Data Protection Statement, in both English and Chinese and have been explained by a staff named below in a language of our choice and that we are invited to read the Cash Client's Agreement / Margin Client's Agreement and other related documents and terms, including (inter alia) the Risk Disclosure Statement and Personal Data Protection Statement, ask questions and take independent advice if we wish. 我為下述簽署客戶已閱讀過、明白及接受貴公司附上的現金客戶協議書 / 保證金客戶協議書及其他相關文件及條款，包括但不限於內含風險披露聲明及個人資料收集聲明書，並且同意受不時經修改及/或補充的該等文件所約束。我亦已獲展示中英文本的現金客戶協議書 / 保證金客戶協議書及其他相關文件及條款，包括但不限於風險披露聲明及個人資料收集聲明書，及獲以下職員按照我所選擇的語言解釋明白；及我亦已獲邀閱讀現金客戶協議書 / 保證金客戶協議書及其他相關文件及條款，包括但不限於風險披露聲明及個人資料收集聲明書，提出問題及徵求獨立的意見（如我亦有此意願）。

We agree and confirm the Specimen Signature(s) herein under will be used to verify all written instructions given relating to the operation of the Account(s). 我同意並確定下列簽署式樣將被用作核證任何就帳戶運作之書面指示。

We declare that We have read and agreed and consented to the Terms of Business for Professional Investors. We further warrant and represent that the execution of the Terms of Business for Professional Investors as a deed and where applicable is in accordance with the applicable laws. (Our signature(s) will be used to verify any written instructions to operate the account). We also ensure that the information provided in the "Investment Risk Preference Questionnaire" is true to us and is solely based on our own circumstances and judgment, and we accept your assessment. At the same time, We confirm that if there is any situation/condition happened to affect our risk tolerance level, we must take the initiative to require CMBIS to reassess our risk tolerance level. Otherwise we shall bear all the consequences resulting therefrom. 我聲明，我亦已閱讀及同意《專業投資者業務條款》和《專業投資者申請書》。我亦保證及陳述，簽署《專業投資者業務條款》為契約是符合適用法律的。（我亦的簽署印鑒樣式將被用作核實任何對該帳戶進行操作的書面指示）。我亦保證《投資風險取向分析問卷》所填寫之資訊為我亦真實的意思，完全獨立依據自身情況和判斷做出上述答案，並接受貴行評估意見。同時確認如我亦發生可能影響自身風險承受能力的情形，再次購買金融產品時必須主動要求銀行重新對我亦進行風險承受能力評估。否則由此導致的一切後果由我亦承擔。

Date 日期：

Signature with Company Chop 客戶簽名（加蓋公司印章）

Name of Signatories 簽字人姓名

15. Witness 見證人

Witness: I, the undersigned, have witnessed the signature and inspected the original identity document of the above-named client.

見證人的見證：本人已見證及驗證上述客戶之簽署及有關其身份證明文件之正本。

Witness Signature

Name of Witness

Date

見證人簽署： _____

見證人姓名： _____

日期： _____

Address

Occupation

見證人地址： _____

見證人職業： _____

16. Declaration By Staff/ Licensed Representative 職員/持牌代表的聲明

I confirm that I have provided the Risk Disclosure Statements in the language of the Customer's choice (English or Chinese) and that I have invited the Customer to read the Risk Disclosure Statements, to ask questions and advice to take independent advice if the customer wishes. 本人確認已按照客戶所選擇的語言提供及解釋上述之風險披露聲明；及邀請客戶閱讀上述風險披露聲明、提出問題及徵求獨立的意見（如客戶有此意願）。

Name of Staff/ Licensed Representative

CE. No

職員/持牌代表名稱： _____

中央編號： _____

Signature and Date

職員/持牌代表簽署及日期： _____

17. Acceptance and Authorized Signature by CMBIS Representative 招銀証券接納及授權代表簽署

授權簽署/公司印章

客戶主任/經理

i) 佣金: 標準 招行員工 職員 其他 (請註明) _____ 電話 _____ 網上 (審批簽署: _____)

ii) 文件覆核

所需文件	請在空格內 <input checked="" type="checkbox"/>
1. 完整及簽妥的客戶資料表格	<input type="checkbox"/>
2. 董事會會議紀錄授權客戶於「招銀國際證券有限公司」開立證券交易帳戶, 內容包括: a. 獲授權代表簽立開戶文件人士 b. 獲授權發出交易 / 買賣指示的人士 c. 獲授權簽署處理現金及證券及交收事宜的人士	<input type="checkbox"/>
3. 以下人士身份證明檔及地址證明 (三個月內) 核証副本 a. 所有董事 b. 所有主要股東 c. 所有被授權簽字人 d. 所有被授權交易人士 e. 持股 10% 最終受益人	<input type="checkbox"/>
4. 由公司董事或合資格核証人士簽署之公司股權架構圖	<input type="checkbox"/>
5. 香港註冊公司 a. 商業登記証核証副本 b. 公司註冊証書核証副本 c. 公司組織大綱和公司章程細則核証副本 d. 公司改名註冊証書核証副本 (如有)	<input type="checkbox"/>
6. 海外註冊公司 (如英屬處女島、開曼等) a. Certificate of Incorporation 核証副本 b. 最近 Memorandum & Articles of Association 核証副本 c. 由註冊地仲介人發出的 Certificate and Search Report 核証副本 d. 由註冊地仲介人於最近六個月內發出的 Certificate of Incumbency 核証副本 (如能提供 6d, 可毋須收取 6c)	<input type="checkbox"/>
7. 交收指令	<input type="checkbox"/>
8. 投資經理與基金的合約文件 (只適用於基金)	<input type="checkbox"/>
9. 以下其中一項: a. 客戶為獲認可 (及受監管) 金融機構的證明文件 (或網上資料); 或 b. 保管人結單或證明書 (三個月內) 確認投資組合 / 總資產符合有關要求 (投資組合: > 800 萬元 / 總資產 > 4,000 萬元); 及 c. 保管人結單或有關文件確認客戶對有關產品及市場有豐富的認識及具備足夠的專業知識	<input type="checkbox"/>
10. 就以下法團專業投資者評估的三項條件提供支援文件: a. 擁有合適的企業架構和投資程式及監控措施 (即投資決定是如何作出的, 包括該法團是否設有專門的庫務或負責作出投資決定的其他職能); b. 負責代表作出投資決定的人士具備充分的投資背景 (包括該人士的投資經驗); 及 c. 對所涉及的風險有所認知 (以負責作出投資決定的人士對相關風險的認知為準)	<input type="checkbox"/>

簽署: _____ 負責人員簽署: _____

介紹人資料 行外 介紹人姓名: _____ 聯繫電話: _____ 備註: _____ 行內 介紹人(姓名/核心系統號) _____ / _____業務條線: 零售 P / 對公 C / 國際 I / 其他 O

分行 (分行名稱/分行號): _____ / _____ 網點 (網點名稱/網點號): _____ / _____

若為行內客戶請提供客戶招行銀行卡資料: 一卡通 _____ 客戶經理確認簽名: _____

 證券 期貨 個人帳戶 聯名帳戶 公司帳戶 網上交易 銀証轉帳 帳號: _____

經紀號碼: _____ 佣金: _____ 利率: _____

檔案覆核 / 日期: _____ 資料輸入 / 日期: _____ 資料查核 / 日期: _____

其他資料: _____ 密碼 / 日期: _____

Use for FATCA Compliance 美國「外國帳戶稅收遵從法」

 Opt to be recalcitrant Situation resolved

原因: _____

原因: _____

檢查及資料輸入 / 日期: _____

檢查文件及資料輸入 / 日期: _____

資料覆核 / 日期: _____

資料覆核 / 日期: _____

Remark:

- U.S. citizen includes an individual who is born in the U.S. territory or possession of the U.S. (i.e., American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, or the U.S. Virgin Islands), while a U.S. tax resident refers to U.S. Green Card holder (i.e. holder of U.S. Permanent Resident card) or individual who meets the substantial presence test (i.e. he/she has been present in the U.S. for at least 31 actual days in the current tax year and 183 equivalent days during a three year period) 美國公民, 包括出生在美國領土或屬地, 美國 (即美屬薩摩亞, 關島, 北馬里安納群島, 波多黎各和美國維爾京群島), 而美國稅務居民是指美國個人綠卡持有人 (美國永久居民卡, 即持有人) 或個人滿足實際天數測試 (即他/她已經在三年至少 31 天實際的納稅年度和相當於 183 天身在美國)。
- Clients should seek for their own tax advisors regarding the substantial presence test if necessary. 客戶應尋求適合自己的稅務顧問以進行有關的實際天數測試。

Board Resolution

Company Name: _____

Minutes of a meeting of the board of the company duly held at _____ (Date & Time) on _____ (Venue) of which the quorum was present and acting throughout the meeting.

Present: (Chairman) _____
 (Director(s)) _____

Opening Securities Trading Account(s) with CMB International Securities Limited.

IT WAS RESOLVED THAT:

1. Securities trading Account(s) (the "Account") be opened and maintained with CMB International Securities Limited (CMBIS) in accordance with such terms and conditions may from time to time prescribe for the Account(s), the Client Information Form, Client Account Agreement and other supplementary documents of CMBIS tabled and considered by the Directors.
2. Any ____ of following persons be and are/is hereby appointed as Authorized Signers (the "Authorized Signatories") and be authorized
 - A. to sign, execute and deliver all agreement consents, letter of instructions or other documents required by CMBIS for the settlement of future contract transactions with CMBIS in connection with the opening of the Account(s).
 - B. to withdraw or transfer any money, securities, collateral or other property into or out of the Account(s); and
 - C. to make, execute and deliver all written endorsements and documents necessary to effect the authority conferred by this resolution:

Name	ID/Passport No.	Specimen Signature

3. Any ____ of the following persons be and are/is hereby appointed as Trading Representative(s) of the company (the "Trading Representative" or "T") and be authorized to give orders or trading instruction to CMBIS, whether in writing, verbally or otherwise, in respect of any transactions of the Account(s) on behalf of and in the name of the company.

Name	ID/Passport No.	Specimen Signature

4. The company shall notify CMBIS of any changes which may render the information in the Client Information Form untrue or misleading.
5. CMBIS is provided with any documents which it may reasonably require in connection with the opening and operation of the Account(s), including, without limitation, copies of the certificate of incorporation, business registration certificate and the memorandum and articles of association or other constitutional documents of the financial statements and certified extracts of any resolution relating to the Account(s).

CERTIFICATE

I/We, the undersigned, hereby certify that the foregoing is a full, true and correct copy of the resolutions duly and regularly passed and adopted by the Board of Directors of our company on the date stated therein; that the said resolution appear in the minutes of our company; and that the same have not been rescinded or modified and are now in full force and effect. I/We, the undersigned, further certify that our company is duly organized and existing, and has the power to take the action called for in the foregoing resolution.

Chairman Signature & Date: X _____

共同申報準則

CRS is promulgated by the Organization for Economic Co-operation and Development ("OECD") to facilitate the exchange of financial account information between relevant jurisdictions around the globe in an international and standardized manner. As part of different countries' commitment in the global AEOI efforts in enhancing tax transparency and combatting cross-border tax evasion, governments worldwide have enacted local legislations to implement CRS through their respective local laws.

CRS regulations require financial institutions to perform due diligence on the account holders, obtain certain information from the account holders (including, but not limited to, tax residency and tax identification number etc.) and report information on any reportable accounts to the applicable tax authorities. They will then exchange the information collected with jurisdictions that have a Competent Authority Agreement ("CAA") with the local jurisdictions on an annual basis, to support tax compliance of partner jurisdictions and assist tax authorities of partner jurisdictions identify and take follow-up action against taxpayers who have not properly disclosed their offshore financial assets / income in their local jurisdictions.

Under CRS regulations, all financial institutions (except those exempted) are required by law to perform due diligence on account holders and to obtain self-certifications and/or further information, if needed, from account holders in order to document the tax status of the account holders,

In order to comply with CRS and in accordance with any local or foreign law, legislation or regulation and/or to satisfy the CMBIS's Reporting Obligations, you agree and consent that CMBIS may gather, store, use, process, disclose and report to any such Tax Authority any Personal Information that provides to CMBIS.

CMBIS reserves the right to request and the customer has the obligation to provide to CMBIS additional documentary evidence to validate the CRS status by CMBIS during the course of relationship.

If you fail to provide CMBIS with any of the necessary information or to take action as is specified by CMBIS in the Client Consent Form within the time period specified, CMBIS shall be entitled to reach whatever conclusions CMBIS considers to be appropriate and CMBIS reserves the right to report Customer's Account as "undocumented accounts" to the applicable tax authorities."

共同申報準則是由經濟合作與發展組織（「經合組織」）頒佈的標準，以促進世界各地相關司法管轄區以國際化和標準化方式交換財務帳戶資料。香港已承諾實施全球自動交換資料安排，從而提升稅務透明度和打擊跨境逃稅。就此，香港特別行政區政府已制定本地條例—《2016年稅務（修訂）（第3號）條例》（《共同申報準則條例》）實施共同申報準則。《共同申報準則條例》將於2017年1月1日在香港生效。

《共同申報準則條例》規定香港的金融機構須對其帳戶持有人進行盡職審查，向帳戶持有人收集若干資料（包括但不限於稅務居民身分及稅務編號），並向香港稅務局申報須予申報的帳戶資料。然後，香港稅務局將每年向已與香港簽訂主管當局協定的稅務管轄區交換所收集資料，從而鼓勵納稅人遵從稅法，協助稅務管轄區夥伴識辨未有於當地稅務管轄區妥善披露離岸金融資產/收入的納稅人，並對之採取跟進行動。與此同時，外地稅務當局亦將向香港稅務局提供香港稅務居民的財務帳戶資料。

招銀國際證券有限公司保留向閣下索取相關資料的權利。[客戶/投資者]也有責任向招銀國際證券有限公司提供額外的證明文件，供招銀國際證券有限公司記錄閣下的稅務居民身份。

閣下理解，如閣下未能在指定時間內向[貴財務機構]提供所需的資料或採取由招銀國際證券有限公司指定的行動，招銀國際證券有限公司可根據所識辨的身份標記，並在共同申報準則和相關法律，條例或法規的要求下，向香港稅務局申報相關帳戶資料。

Appendix 附件 1

To 致: CMB International Securities Limited 招銀國際證券有限公司
Units 1803-04, 18/F, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong 香港金鐘夏慤道 12 號美國銀行大廈 18 樓 1803-04 室
Ref. No 參考編號:

Self-Certification Form – Entity
自我證明表格 – 實體

Important Notes 重要提示:

- This is a self-certification form provided by an account holder to a reporting financial institution for the purpose of automatic exchange of financial account information. The data collected may be transmitted by the reporting financial institution to the Inland Revenue Department for transfer to the tax authority of another jurisdiction. 這是由帳戶時有人向申報財務機構提供的自我證明表格，以作自動交換財務帳戶資料用途。申報財務機構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。
- An account holder should report all changes in his/her tax residency status to the reporting financial institution. 如帳戶持有人的稅務居民身份有所改變，應盡快將所有變更通知申報財務機構。
- All parts of the form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (*) are required to be reported by the reporting financial institution to the Inland Revenue Department. 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 (*) 的項目為申報財務機構須向稅務局申報的資料。

Part 1 Identification of Entity Account Holder (For joint or multiple account holders, complete a separate form for each entity account holder.)

第 1 部 實體帳戶持有人的身分識別資料 (對於聯名帳戶或多人聯名帳戶，每名個人帳戶持有人須分別填寫一份表格。)

(1) Legal Name of Entity or Branch 實體或分支機構的法定名稱 *

(2) Jurisdiction of Incorporation or Organisation 實體成立為法團或設立所在的稅務管轄區

(3) Hong Kong Business Registration Number 香港商業登記號碼 _____

(4) Current Business Address 現時營業地址

Line 1 (e.g. Suite, Floor, Building, Street, District) 第 1 行 (例如: 室、樓層、大廈、街道、地區) _____

Line 2 (City) 第 2 行 (城市) * _____

Line 3 (e.g. Province, State) 第 3 行 (例如: 省、州) _____

Country 國家 * _____

Post Code/ZIP Code 郵政編碼/郵遞區號碼 * _____

(5) Mailing Address 通訊地址 (Complete if different to the current business address 如通訊地址與現時營業地址不同，填寫此欄)

Line 1 (e.g. Suite, Floor, Building, Street, District) 第 1 行 (例如: 室、樓層、大廈、街道、地區) _____

Line 2 (City) 第 2 行 (城市) * _____

Line 3 (e.g. Province, State) 第 3 行 (例如: 省、州) _____

Country 國家 * _____

Post Code/ZIP Code 郵政編碼/郵遞區號碼 * _____

Part 2 Entity Type (Tick one of the appropriate boxes and provide the relevant information.)

第 2 部 實體類別 (非在其中一個適當的方格內加上剔號, 並提供有關資料。)

Financial Institution 財務機構	<input type="checkbox"/> Custodial Institution, Depository Institution or Specified Insurance Company 託管機構、存款機構或指明保險公司。 <input type="checkbox"/> Investment Entity, except an investment entity that is managed by another financial institution (e.g. with discretion to manage the entity's assets) and located in a non-participating jurisdiction 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资實體。
Active NFE 主動非財務實體	<input type="checkbox"/> NFE the stock of which is regularly traded on 該非財務實體的股票經常在 _____ which is an established securities market (一個具規模證券市場) 進行買賣 <input type="checkbox"/> Related entity of _____ 的有關連實體, the stock of which is regularly traded on 該有關連實體的股票經常在 _____ which is an established securities market (一個具規模證券市場) 進行買賣 <input type="checkbox"/> NFE is a governmental entity, an international organization, a central bank, or an entity wholly owned by one or more of the foregoing entities 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"/> Active NFE other than the above 除上述以外的主動非財務實體 (Please specify 請說明 _____)
Passive NFE 被動非財務實體	<input type="checkbox"/> Investment entity that is managed by another financial institution and located in a non-participating jurisdiction 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"/> NFE that is not an active NFE 不屬主動非財務實體的非財務實體

Part 3 Controlling Persons (Complete this part if the entity account holder is a passive NFE)

第 3 部 控權人 (如實體帳戶持有人是被動非財務實體, 填寫此部)

Indicate the name of all controlling person(s) of the account holder in the table below. If no natural person exercises control over an entity which is a legal person, the controlling person will be the individual holding the position of senior managing official. 就帳戶持有人, 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。

Complete Self-Certification Form – Controlling Person for each controlling person. 每名控權人須分別填寫一份 IR1457 表格 (自我證明表格 – 控權人)。

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

Part 4 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN") *

第 4 部 居留司法管轄區及稅務編號或具有等同功能的識辨編號 (以下簡稱「稅務編號」) *

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the account holder is a resident for tax purposes and (b) the account holder's TIN for each jurisdiction indicated. Indicate all (not restricted to five) jurisdictions of residence. 提供以下資料, 列明 (a) 帳戶持有人的居留司法管轄區, 亦即帳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帳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。

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number 如帳戶持有人是香港稅務居民, 稅務是其香港身份証號碼。

If a TIN is unavailable, provide the appropriate reason A, B or C 如沒有提供稅務編號, 必須填寫合適的理由:

Reason 理由 A The jurisdiction where the account holder is a resident for tax purposes does not issue TINs to its residents. 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

Reason 理由 B The account holder is unable to obtain a TIN. Explain why the account holder is unable to obtain a TIN if you have selected this reason. 帳戶持有人不能取得稅務編號。如選取這一理由, 解釋帳戶持有人不能取得稅務編號的原因。

Reason 理由 C TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed. 帳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帳戶持有人披露稅務編號。

Jurisdiction of Residence 居留司法管轄區	TIN 稅務編號	Enter Reason A, B or C if no TIN is available 如沒有提供稅務編號, 填寫理由 A、B 或 C	Explain why the account holder is unable to obtain a TIN if you have selected Reason B 如選取理由 B, 解釋帳戶持有人不能取得稅務編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

Part 5 Declarations and Signature

第 5 部 聲明及簽署

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112). I certify that I am the account holder / I am authorized to sign for the account holder # of all the account(s) to which this form relates. I undertake to advise CMB International Securities Limited of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide CMB International Securities Limited with a suitably updated self-certification form within 30 days of such change in circumstances.

本人知悉及同意，財務機構可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文，(a) 收集本表格所載資料並可備存作自動交換財務帳戶資料用途及 (b) 把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有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帳戶，本人是帳戶持有人 / 本人獲帳戶持有人授權簽署本表格 #。

本人承諾，如情況有所改變，以致影響本表格第 1 部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，本人會通知招銀國際證券有限公司，並會在情況發生改變後 30 日內，向招銀國際證券有限公司提交一份已適當更新的自我證明表格。

I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete. 本人聲明就本人所估所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

Signature 簽署

Name 姓名

Capacity 身份

Date 日期 (dd 日/mm 月/yyyy 年)

(Indicate the capacity if you are not the individual identified in Part 1. If signing under a power of attorney, attach a certified copy of the power of attorney.

如果你不是第 1 部所述的個人，說明你的身分。如果你是以授權人身份簽署這份表格，須夾附該授權書的核証副本。)

Delete as appropriate 請刪去不適用者

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000). 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。

Appendix 附件 2

To 致: CMB International Securities Limited 招銀國際證券有限公司
 Units 1803-04, 18/F, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong 香港金鐘夏慤道 12 號美國銀行大廈 18 樓 1803-04 室
 Ref. No 參考編號:

Self-Certification Form – Controlling Person

自我證明表格 – 控權人

Important Notes 重要提示:

- This is a self-certification form provided by an account holder to a reporting financial institution for the purpose of automatic exchange of financial account information. The data collected may be transmitted by the reporting financial institution to the Inland Revenue Department for transfer to the tax authority of another jurisdiction. 這是由帳戶時有人向申報財務機構提供的自我證明表格，以作自動交換財務帳戶資料用途。申報財務機構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。
- An account holder should report all changes in his/her tax residency status to the reporting financial institution. 如帳戶持有人的稅務居民身份有所改變，應盡快將所有變更通知申報財務機構。
- All parts of the form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (*) are required to be reported by the reporting financial institution to the Inland Revenue Department. 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 (*) 的項目為申報財務機構須向稅務局申報的資料。

第 1 部 控權人的身分識辨資料

(1) Name of Controlling Person 控權人的姓名
 Title (e.g. Mr, Mrs, Ms, Miss) 稱謂 (例如: 先生、太太、女士、小姐) _____
 Last Name or Surname 姓氏 * _____
 First or Given Name 名字 * _____
 Middle Name(s) 中間名 _____

(2) Hong Kong Identity Card or Passport Number 香港身份證或護照號碼 _____

(3) Other ID Type and Number 其他身份證明文件類別及號碼 _____

(4) Current Residence Address 現時住址
 Line 1 (e.g. Suite, Floor, Building, Street, District) 第 1 行 (例如: 室、樓層、大廈、街道、地區) _____
 Line 2 (City) 第 2 行 (城市) * _____
 Line 3 (e.g. Province, State) 第 3 行 (例如: 省、州) _____
 Country 國家 * _____
 Post Code/ZIP Code 郵政編碼/郵遞區號碼 * _____

(5) Mailing Address 通訊地址 (Complete if different to the current residence address 如通訊地址與現時住址不同, 填寫此欄)
 Line 1 (e.g. Suite, Floor, Building, Street, District) 第 1 行 (例如: 室、樓層、大廈、街道、地區) _____
 Line 2 (City) 第 2 行 (城市) * _____
 Line 3 (e.g. Province, State) 第 3 行 (例如: 省、州) _____
 Country 國家 * _____
 Post Code/ZIP Code 郵政編碼/郵遞區號碼 * _____

(6) Date of Birth 出生日期 * (dd 日/mm 月/yyyy 年) _____

(7) Place of Birth 出生地點 (Not compulsory 可不填寫)
 Town/City 鎮/城市 _____
 Province/State 省/州 _____
 Country 國家 _____

Part 2 The Entity Account Holder(s) of which you are a controlling person (Enter the name of the entity account holder of which you are a controlling person.)

第 2 部 你作為控權人的實體帳戶持有人 (填寫你作為控權人的實體帳戶持有人的名稱。)

Entity 實體	Name of the Entity Account Holder 實體帳戶持有人的名稱
(1)	
(2)	
(3)	

Part 3 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN") *

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」）*

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the account holder is a resident for tax purposes and (b) the account holder's TIN for each jurisdiction indicated. Indicate all (not restricted to five) jurisdictions of residence. 提供以下資料，列明（a）帳戶持有人的居留司法管轄區，亦即帳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帳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。

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number 如帳戶持有者是香港稅務居民，稅務是其香港身份證號碼。

If a TIN is unavailable, provide the appropriate reason A, B or C 如沒有提供稅務編號，必須填寫合適的理由：

- Reason 理由 A The jurisdiction where the account holder is a resident for tax purposes does not issue TINs to its residents. 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。
- Reason 理由 B The account holder is unable to obtain a TIN. Explain why the account holder is unable to obtain a TIN if you have selected this reason. 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。
- Reason 理由 C TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed. 帳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帳戶持有人披露稅務編號。

Jurisdiction of Residence 居留司法管轄區	TIN 稅務編號	Enter Reason A, B or C if no TIN is available 如沒有提供稅務編號，填寫理由 A、B 或 C	Explain why the account holder is unable to obtain a TIN if you have selected Reason B 如選取理由 B，解釋帳戶持有人不能取得稅務編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

Part 4 Type of Controlling Person (Tick the appropriate box to indicate the type of controlling person for each entity stated in Part 2.)

第 4 部 控權人類別 (就第 2 部所載的每個實體，在適當方格內加上別號，指出控權人就每個實體所屬的控權人類別。)

Type of Entity 實體類別	Type of Controlling Person 控權人類別	Entity 實體 (1)	Entity 實體 (2)	Entity 實體 (3)
Legal Person 法人	Individual who has a controlling ownership interest (i.e. not less than 25% of issued share capital) 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）			
	Individual who exercises control/is entitled to exercise control through other means (i.e. not less than 25% of voting rights) 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） 股以其他途徑行使控制權或有權行使控制權的個人			
	Individual who holds the position of senior managing official/ exercises ultimate control over the management of the entity 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			
Trust 信託	Settlor 財產授予人			
	Trustee 受託人			
	Protector 保護人			
	Beneficiary or member of the class of beneficiaries 受益人或某類別受益人的成員			
Legal Arrangement other than Trust 除信託以外的法律安排	Other (e.g. individual who exercises control over another entity being the settlor/trustee/protector/beneficiary) 其他（例如：如財產授人/受託人/保護人/受益人/受益人為另一實體，對該實體行使控制權的個人）			
	Individual in a position equivalent/similar to settlor 處於相等/相類於財產授予人位置的個人			
	Individual in a position equivalent/similar to trustee 處於相等/相類於受託人位置的個人			
	Individual in a position equivalent/similar to protector 處於相等/相類於保護人位置的個人			
	Individual in a position equivalent/similar to beneficiary or member of the class of beneficiaries 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			
	Other (e.g. individual who exercises control over another entity being equivalent/similar to settlor/trustee/protector/beneficiary) 其他（例如：如處於相等/相類於財產授人/受託人/保護人/受益人/受益人為另一實體，對該實體行使控制權的個人）			

Part 5 Declarations and Signature

第 5 部 聲明及簽署

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112). I certify that I am the account holder / I am authorized to sign for the account holder # of all the account(s) to which this form relates. I undertake to advise CMB International Securities Limited of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide CMB International Securities Limited with a suitably updated self-certification form within 30 days of such change in circumstances.

本人知悉及同意，財務機構可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文，(a) 收集本表格所載資料並可備存作自動交換財務帳戶資料用途及 (b) 把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有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帳戶，本人是帳戶持有人 / 本人獲帳戶持有人授權簽署本表格 #。

本人承諾，如情況有所改變，以致影響本表格第 1 部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，本人會通知招銀國際證券有限公司，並會在情況發生改變後 30 日內，向招銀國際證券有限公司提交一份已適當更新的自我證明表格。

I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete. 本人聲明就本人所佑所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

Signature 簽署 _____

Name 姓名 _____

Capacity 身份 _____

Date 日期 (dd 日/mm 月/yyyy 年) _____

(Indicate the capacity if you are not the individual identified in Part 1. If signing under a power of attorney, attach a certified copy of the power of attorney.

如你不是第 1 部所述的個人，說明你的身分。如果你是以授權人身份簽署這份表格，須夾附該授權書的核証副本。)

Delete as appropriate 請刪去不適用者

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000). 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。

Appendix 3- APPLICATION FOR TREATMENT AS “PROFESSIONAL INVESTOR”

1. Treatment as a “professional investor”

We hereby declare that:

We are the persons falling under paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO.

We further declare that we will provide/ have provided CMB International Securities Limited (“CMBIS”) with the relevant supporting documents issued within the required period as evidence to prove our fulfillment of the requirements as to be classified as a “professional investor” pursuant to the Securities and Futures Ordinance (Cap.571) (“SFO”). Pursuant to such classification, we understand and agree that unless we have instructed you otherwise, you are not required to provide us with contract notes, statements of accounts or receipts pursuant to the Securities and Futures (Contract Notes, Statements of Accounts and Receipts) Rules. Meanwhile, we would also like to apply to CMBIS to classify us as a “Institutional Professional Investors” pursuant to 15.2 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (“Code”) in connection with our trading account maintained with CMBIS.

2. Compliance with the Code

We understand that CMBIS, as a licensed corporation registered with the Securities and Futures Commission to carry on Type 1 (dealing in securities) regulated activities for the purposes of the SFO, is ordinarily required to comply with the business conduct rules set out in the Code in the provision of the services to us. CMBIS is, however, in certain circumstances permitted to dispense with certain specific business conduct rules in the Code in respect of its dealings with a “professional investor” as defined in the Code.

Waived Rules:

Information about clients-

CMBIS will not be required to establish our financial situation, investment experience or investment objectives (except where CMBIS is providing advice on corporate finance work), nor to ensure the suitability of any recommendation or solicitation that CMBIS may make.

Client agreement-

CMBIS will not be required to enter into a written client agreement with us, nor provide us with the risk disclosure statements typically required under the Code.

Discretionary accounts-

CMBIS will not be required to obtain from us written authorisation prior to effecting transactions for us on a discretionary basis nor to comply with the requirement to explain to us the terms of any such written authorisation or renew it on an annual basis.

Information for clients-

CMBIS will not be required to:

- (i) inform us about CMBIS or the identity or status of CMBIS’s employees or others acting on behalf of CMBIS; or
- (ii) confirm to us promptly the essential features of a transaction after effecting a transaction for us; or
- (iii) provide us with any documentation on the Nasdaq-Amex Pilot Program.

Investor characterization-

CMBIS will not be required to assess our knowledge of derivatives and characterize us based on such knowledge of derivatives.

Disclosure of sales related information prior to or at the point of distributing an investment product to us-

CMBIS will not be required to deliver to us information such as

- (i) the capacity in which CMBIS is acting;
- (ii) affiliation of CMBIS with the issuer;
- (iii) disclosure of monetary and non-monetary benefits; and
- (iv) terms and conditions in generic terms under which client may receive a discount of fees and charges from CMBIS

3. Risks and consequences of being treated as a “professional investor”

We understand that We may be exposed to substantial risks in being treated as a “professional investor” as described above, including where applicable, the following risks:

- (i) As CMBIS is not required to establish our financial situation, investment experience or investment objectives, CMBIS may not be in a position to assess the suitability of any particular investment for us or any investment decision that We may make. We will bear full responsibility for all investments and investment decisions that We make and CMBIS will incur no liability whatsoever in connection therewith.
- (ii) As CMBIS is not required to confirm to us promptly the essential features of a transaction CMBIS effects on our behalf or provide us with regular statements of account, We face the risk of not knowing fully and/or on a timely basis the status or terms of our investments or the transactions which We may have entered into or our financial exposure arising therefrom.
- (iii) As CMBIS is not required to assess our knowledge of derivatives and characterize us based on our knowledge of derivatives, We will bear full responsibility for being classified as client with derivative knowledge as defined under the Code.
- (iv) As CMBIS will be exempted by the Code from making disclosure on certain sales related information to us during the sale process, We will face the risk of not being informed of those information prior to or at the point of sale of investment product.

We acknowledge that the above risk disclosure statements cannot and do not purport to disclose all the risks associated with being treated as a “professional investor” as described above. CMBIS has advised us to carefully consider the risks and consequences of such treatment in the light of our own experience, objectives and financial resources and other relevant circumstances.

4. Right to withdraw from being treated as a “professional investor”

We understand that we have the right, at any time, to object to being treated as a “professional investor” as described above and request to withdraw from being so treated by giving CMBIS written notice of not less than 5 business days.

We agree that unless and until CMBIS receives from us written notification of our objection and withdrawal, CMBIS will be entitled to treat us as a “professional investor” as described above with its attendant risks and consequences. Any request by us to withdraw from being treated as a “professional investor” shall be without prejudice to and shall not affect the provision of any services rendered to us on the basis that we are a “professional investor” prior to such withdrawal taking effect.

附件 3「專業投資者」申請書

1. 「專業投資者」之待遇

我司謹此聲明：

我司進一步確認我司將會/已經向「招銀國際」提供所有於指定期內發出的相關證明文件，以證明我司符合《證券及證券條例》(第 571 章)(下稱「證券及證券條例」)中有關「專業投資者」的定義所描述的人士。根據是次歸類，除非我司另有指示，我司明白及同意「招銀國際」不須按照《證券及證券(成交單據、戶口結單及收據)規則》的規定向我司提供成交單據、戶口結單及收據。

同時，我司現亦就我司於「招銀國際」持有的交易帳戶，向「招銀國際」申請成為《證券及證券事務監察委員會持牌人或註冊人操守準則》(下稱「操守準則」)第 15.2 段定義之「機構專業投資者」。

2. 遵守「操守準則」

我司明白「招銀國際」，根據證券及證券條例於香港證券及證券監察委員會註冊之持牌機構經營第一類(證券交易)之受規管活動，在向我司提供服務的同時，一般情況下須遵守「操守準則」中所訂與業務操守有關的規則。然而，「招銀國際」在某些情況下，在與「操守準則」中定義之「專業投資者」往來時，可獲免除遵守「操守準則」中一些與業務操守有關的特定規則。包括：

獲放寬的條文：

有關客戶的資料

「招銀國際」將不須確立我司的財政狀況、投資經驗和投資目標(除「招銀國際」提供之企業融資意見外)，及不須確保「招銀國際」向我司所作出的建議或招攬行為是合適的。

客戶協議書

「招銀國際」將不須與我司訂立書面協議書及不須按「操守準則」之要求向我司提供相關的風險披露聲明。

全權委託帳戶

「招銀國際」在為我司進行未經我司特定授權的交易之前，不須向我司取得該書面授權，並且不須向我司解釋該項授權，及該項授權不須每年確認一次。

為客戶提供資料

「招銀國際」將不須：

- (i) 向我司提供有關「招銀國際」及代表「招銀國際」的僱員和其它人士的身分和受雇狀況的資料；及
- (ii) 在為我司進行交易後，儘快向我司確認該宗交易的重點；及
- (iii) 向我司提供關於納斯達克 - 美國證券交易所試驗計畫的資料文件。

投資者分類

「招銀國際」將不須要評估我司對衍生工具的認識，及根據我司對衍生工具的認識將之分類。

在向我司銷售投資產品之前或之時披露銷售相關資料

「招銀國際」將不須要向我司提供下述資料，包括

- (i) 「招銀國際」是以何種身份行事；
- (ii) 「招銀國際」與產品發行商的關聯；
- (iii) 披露有關金錢及非金錢收益的資料；
- (iv) 概括地說明「招銀國際」向客戶提供費用及收費折扣的條款及細則。

3. 被視為「專業投資者」之相關風險及影響

我司明白被視為上述之「專業投資者」後，我司可能面對大量風險，包括以下之風險(如適用)：

- (i) 由於「招銀國際」並不須要確立我司的財政狀況、投資經驗和投資目標，因此「招銀國際」可能不適合評估任何我司對某種投資，或由我司可能作出的投資決定的合適性。我司將對我司的投資及所作出的投資決定，承擔全部責任，「招銀國際」無須對任何有關的情況負責。
- (ii) 由於「招銀國際」並不須要向我司儘快確認代我司執行的交易的重點，或提供定期帳戶結單，我司將會面對不能完全及/或及時地瞭解我司可能

進行之投資或交易的情況或條款的風險，或因此而引起之財務風險。

- (iii) 由於「招銀國際」並不須要評估我司對衍生工具的認識，及根據我司對衍生工具的認識將之分類，我司將承擔在「操守準則」定義下被介定為具有衍生工具知識的客戶的全部責任。
- (iv) 由於「招銀國際」將獲「操守準則」豁免在銷售過程中向我司披露某些特定的銷售相關資料，我司將面對在進行投資產品交易之前或之時不會被知會該些銷售相關資料的風險。

我司確認以上之風險披露聲明不能及並不旨於披露所有上述被視為「專業投資者」的相關風險。「招銀國際」已根據我司的經驗、目標、財政資源及其它有關的情況，建議我司仔細考慮有關待遇的風險及後果。

4. 撤回被視為「專業投資者」之資格

我司明白我司於任何時候均擁有權利反對及撤回被視為「專業投資者」之資格，唯該等要求需要最少五個工作天前向「招銀國際」以書面提出。

我司同意除非及直至「招銀國際」收到我司有關的反對及撤回資格之書面通知，「招銀國際」有權將我司視為「專業投資者」及我司將承擔相關的風險及後果。有關任何我司撤回「專業投資者」資格的要求，在該撤回要求生效前，均不會妨礙及影響「招銀國際」向我司提供的服務。

Appendix 4-TERMS OF BUSINESS FOR PROFESSIONAL INVESTORS

TO BE READ CAREFULLY AND RETAINED BY THE CLIENT FOR RECORDS

To : **CMB International Securities Limited**
Room 1803-4, 18/F., Bank of America Tower,
12 Harcourt Road, Central,
Hong Kong.
(“you” or the “Company”)

(A licensed person under the Securities and Futures Ordinance with C.E. Number : AUZ441, being a Licensed Corporation to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities pursuant to the Securities and Futures Ordinance Cap. 571 and an Exchange Participant of the SEHK)

We, being the client of CMB International Securities Limited, hereby agree that the following terms and conditions will apply to all securities trading and related services which you may in your absolute discretion provide to us from time to time.

1. Definitions and Interpretation

1.1 In these Terms of Business for Professional Investors (“these Terms”), the following words and expression shall have the following meanings:-

“Account” means any account recording our Securities transactions and movement of our client money opened by and maintained with you in your books in our name;

“Affiliate” means, in relation to a party, an individual, corporation, partnership or any other form of entity directly or indirectly controlling, controlled by or under common control with such party or any director, officer or employee or agent of such entity;

“Agreement” means the written agreement between us and you regarding the opening, maintenance and operation of the Account as amended from time to time, including but not limited to the Client Information Sheet, these Terms and any authority given by us to you with respect to the Account;

“Associated Entity” has the same meaning described to it in the Securities and Futures Ordinance;

“Authorized Persons” means those individuals who have been designated by or duly authorized by us pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation delivered and acceptable to you) to act on our behalf in connection with this Agreement. “Authorized Person” means any one of the Authorized Persons;

“Business Day” means any day on which the Exchange opens for trading other than Saturdays, Sundays, public holidays and any other day declared by the Exchange to be a non-business day;

“Client Information Sheet” means the client information sheet(s)/statement(s) completed or to be completed by us for the opening of the Account;

“CMBI Group” means you, your subsidiary, ultimate holding company, holding company and fellow subsidiary of such holding company, including but not limited to CMB International Capital Limited, CMB International Securities Limited, CMB International Asset Management Limited, CMB International Securities Limited, and “CMBI Group Member” means each or any one of them;

“CMBI Website” means www.cmbi.com.hk and such other websites as you may from time to time add and notify us;

“Exchange” means SEHK, or such other stock exchange or markets or over-the-counter markets;

“Instruction” means a written, oral or, subject to your agreement, electronic communication which you believe in good faith to have been given by us or an Authorized Person;

“Professional Investor” has the same meaning described to it in section 1 in Part 1 of Schedule 1 to the Securities and Futures Ordinance and section 3 of the Securities and Futures (Professional Investor) Rules (Cap.571D) of the laws of Hong Kong;

“Securities” has the same meaning described to it in the Securities and Futures Ordinance;

“Securities and Futures Ordinance” means the Securities and Futures Ordinance (Cap.571) of the laws of Hong Kong;

“SEHK” means The Stock Exchange of Hong Kong Limited.

2. Account

2.1 Opening of Account

We shall open and maintain the Account for recording our Securities transactions and movements of our client money made pursuant to this Agreement.

2.2 Transfer of Securities

In respect of transfers of Securities into the Account, We shall arrange for and instruct the transfer of the Securities from the transferring party to you at our costs and expenses. The Securities will not be credited to the Account until you have received the Securities.

3. Instructions

3.1 Authorization

You are hereby authorized to buy and sell Securities for the Account and otherwise deal with Securities, receivables or monies held in or for the Account upon Instructions. However you are entitled, at your discretion (such discretion not to be exercised in an unreasonable manner), to refuse to accept any Instruction and shall not be liable to us for any loss whatever arising out of the same.

3.2 Instructions

You are authorized, but are not obliged, to accept and act upon Instructions given through telephone or other means in connection with any Securities transaction or for transfer of funds to or from the Account, for any purpose in connection with this Agreement. Any Instructions given by us in connection with the Account or this Agreement shall be deemed to be proper, valid and binding Instructions from us if given by any ONE person quoting such information about the Account as may be required by you.

3.3 Execution Agent

You will act as our execution agent in relation to our Instructions.

- 3.4 **Execution through Affiliates**
You may effect our Securities transactions in such manner and through any Affiliate, participants of any Exchange or clearing house, or brokers in the relevant markets as you may absolutely decide.
- 3.5 **Short Sales**
We undertake to notify you when we instruct you to execute a short sale on our behalf. For the purposes of this Agreement, a short sale means an Instruction from us to you to sell Securities that We do not own and includes an Instruction to sell Securities We have borrowed. This undertaking is repeated each time We place an order with you.
- 3.6 **Product Specifications**
If services are to be provided by you to us in relation to derivative products, including options, you shall provide to us upon request product specifications and any prospectus or other offering document covering such products and, where applicable and supplemental to Clause 6 below, a full explanation of margin procedures and the circumstances under which our positions may be closed without our consent.
- 4. Execution of Instructions**
- 4.1 **Priority**
You may determine the priority in the execution of Instructions or otherwise execute Instructions in such manner having due regard to market practice, applicable regulations and fairness to all clients.
- 4.2 **Delays**
You will not be liable for delays or failure in the transmission of Instructions due to breakdown or collapse of communication facilities or for any other delay or failure beyond your control.
- 4.3 **Cancellation and Amendment**
Request to cancel or amend an Instruction is only possible before it has been executed and is subject to your acceptance (you shall not refuse to accept such a request unless on reasonable grounds). Instructions are, unless accepted by you for cancellation or amendment, good for the trading day on which it was accepted by you and shall lapse if not executed by the end of such trading day unless otherwise agreed to by you, or in the case of an Instruction relating to an Exchange outside Hong Kong if the day on which the Instruction is accepted by you is not a trading day of the relevant Exchange, the immediate following trading day of such Exchange.
- 4.4 **Tape Recording**
You may tape record conversations with us and the Authorized Persons.
- 5. Settlement**
- 5.1 **Payment**
Where you have executed a purchase or sale transaction on our behalf, We will by the due settlement date as required by you or the relevant Exchange or clearing house make payment of cleared funds or delivery of Securities in deliverable form to you.
- 5.2 **Settlement Failure**
We will indemnify you and keep you indemnified against any losses, damages, demands, costs, fees and expenses in connection with any settlement failure.
- 5.3 **Currency Exchange**
All currency exchange risks in respect of any transactions, settlement, action or steps taken by you under this Agreement will be borne by us.
- 6. Margin**
- 6.1 We agree to maintain such Margin (as defined in the Margin Client's Agreement) and shall on demand pay such additional Margin by means of cash, securities or in such form and/or amounts and within such time as may be determined by the Company to be payable by us or by the Company on our behalf in respect of such Margin or any other payment in connection with any transaction in securities on our behalf (or entered into with us) (as the case may be) under the terms of this Agreement.
- 6.2 The time for payment of any Margin is of the essence and if no other time is stipulated by the Company when making a demand then we are required to comply with such demand before the expiry of two hours from the time of making the demand (or more quickly if required by the Company to do so). We also agree to pay immediately in full and on demand any amount owing with respect to any of the Company's accounts. All initial and subsequent deposits and payments for Margin and other purposes shall be made in cleared funds and in such currency and in such amounts as the Company may in its sole discretion require.
- 6.3 For the avoidance of doubt, failure by us to meet Margin calls made by the Company by the time prescribed by the Company or otherwise or any other accounts payable hereunder shall give the Company the right (without prejudice to other rights) to close the Account(s) and/or to close out any position in the Account(s) (as the case may be) without notice to and/or consent by us and to dispose of any or all securities held for or on behalf of us and to apply the proceeds and any cash deposit(s) to pay the Company all outstanding balances owing to the Company. Any monies remaining after that application shall be refunded to us.
- 6.4 The Company shall be entitled to revise Margin requirements from time to time in its absolute discretion. We shall be granted financial accommodation of up to such percentage as may be agreed from time to time of the market value of the collateral maintained with the Company. No previous Margin requirements

shall establish a precedent and revised requirements once established shall apply to existing positions as well as to the new positions in the contracts affected by such revision.

- 6.5 Notwithstanding Clauses 6.1 and 6.2, in the event that it is, in the sole opinion of the Company, impracticable for the Company to make demands for additional Margin pursuant to Clause 6.1, including but without limitation, if the impracticality is due to a change or development involving a prospective change:
- (1) in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of the Company likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or Securities market in Hong Kong and/or overseas; or
 - (2) which is or may be of a material adverse nature affecting the condition or operations of us,
- the Company shall be deemed to have made Margin calls for such form and/or amounts as the Company may determine and such Margin shall become immediately due and payable by us.
- 6.6 Nothing in this Agreement shall be construed as taking away or affecting any lawful claim, lien or other rights and remedies which the Company may have in respect of any money held in any bank account pursuant to Clause 8 or in respect of any money received or paid into such bank account.
- 6.7 For the avoidance of doubt, if a debit balance arises on any of our Account(s), the Company shall not be, nor shall the Company be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact that the Company permits a debit balance to arise in any Account(s) so debited shall not imply any obligation on the part of the Company to advance monies or incur any obligation on our behalf on any subsequent occasion, but without prejudice to the obligations of us in respect of any debit balance which the Company does permit to arise.
- 6.8 The parties agree that any securities deposited with, or otherwise provided by or on behalf of us to, the Company shall be securities collateral in favour of the Company.

7. Securities in the Account(s)

- 7.1 We specifically authorize the Company, in respect of all securities deposited by us with the Company or purchased or acquired by the Company on behalf of us, and held by the Company for safe keeping, to register the same in the name of an associated entity or in our name, or deposit in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company or an associated entity of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities.
- 7.2 We specifically authorize the Company, in respect of all securities collateral deposited with, or otherwise provided by or on behalf of us to the Company, to:
- (1) deposit in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company or associated entity for the purpose of holding securities collateral of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities;
 - (2) deposit in an account in the name of the Company or associated entity (as the case may be) with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities; or
 - (3) register in the name of us on whose behalf the securities collateral has been received, the Company or the associated entity.
- 7.3 Any securities and securities collateral held by the Company, any associated entity of the Company, banker, institution, custodian or intermediary pursuant to Clauses 7.1 and 7.2 shall be at the sole risk of us and the Company and the relevant associated entity, banker, institution, custodian and intermediary shall be under no obligation to insure us against any kind of risk, which obligation shall be the sole responsibility of us.
- 7.4 If in relation to any securities deposited with the Company which are not registered in our name, any dividends or other distributions or benefits accrue in respect of such securities, the Account(s) shall be credited (or payment made to us as may be agreed) with the proportion of such benefit equal to the proportion of the securities held on behalf of us out of the total number or amount of such securities.
- 7.5 If in relation to any securities deposited with the Company but which are not registered in the name of us, and loss is suffered by the Company, the Account(s) may be debited (or payment made by us as may be agreed) with the proportion of such loss equal to the proportion of the securities held on behalf of us out of the total number or amount of such securities.
- 7.6 The Company is authorized, pursuant to section 6(3) of the Client Securities Rules, to dispose, or initiate a disposal by its associated entity, of any of our securities or securities collateral (and the Company shall have absolute discretion to determine which securities or securities collateral are to be disposed of) for the purpose of settling any liability owed by or on behalf of us to the Company, the associated entity or a third person.
- 7.7 Except as provided in Clauses 7.8 below, the Company shall not, without our oral or written direction or standing authority under the Client Securities Rules, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of our securities or securities collateral for any purpose.
- 7.8 The Company's obligations to deliver, to hold in safe custody or otherwise or to register in our name, securities purchased or acquired by the Company on our behalf shall be satisfied by the delivery, the holding or registration in our name or our nominee of securities of the same class, denomination and nominal amount as, and rank *pari passu* with, those originally deposited with, transferred to or acquired by the Company on our behalf (subject always to any capital reorganization which may have occurred in the meantime) and the Company shall not be bound to deliver or return securities which are identical with such securities in terms of number, class denomination, nominal amount and rights attached thereto.

8. Monies in the Account(s) and Interest

8.1 The Company shall be entitled to deposit all monies held in the Account(s) and all monies received for or on the account of us with one or more segregated account(s) in Hong Kong, each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) or any other person approved by the SFC for the purposes of section 4 of the Client Money Rules. Unless otherwise agreed between us and the Company, any interest accrued on such monies shall belong to the Company absolutely.

8.2 Unless otherwise indicated, we undertake to pay interest to the Company in respect of any debit balance on the Account(s) or any amount otherwise owing to the Company at any time compounded at such rate as may be specified from time to time by the Company or failing any such specification at a rate equivalent to three per cent per annum above the best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company.

9. Safekeeping of Securities

9.1 Safekeeping

Any Securities which are held by you for safekeeping may at our own risks and expense, at your discretion:

- (a) (in the case of registrable Securities) be registered in our name or in the name of your Associated Entity or nominee; or
- (b) be deposited in safe custody in a designated account with your bankers or with any other institution which provides facilities for the safe custody of documents to the satisfaction of the Securities and Futures Commission of Hong Kong.

9.2 Dividends

Where Securities are not registered in our name, any dividends or other benefits arising in respect of such Securities shall, when received by you, be credited to the Account or paid or transferred to us, as agreed with you. Where the Securities form part of a larger holding of identical Securities held for your clients, We shall be entitled to the same share of the benefits arising on the holding in proportion to our share out of the total holding, rounded up or down in such manner as you may reasonably determine.

9.3 Losses of Securities

If, in relation to any Securities deposited with you which are not registered in our name, any loss is suffered by you arising therefrom, the Account may be debited (or payment made by us as may be agreed) with the proportion of such loss equal to the proportion of the total number or amount of the relative Securities which shall comprise Securities held on our behalf, rounded up or down in such manner as you may reasonably determine. You shall not be liable for any such loss in the absence of fraud or willful default on your part.

9.4 Pooling of Securities

Any Securities deposited with you may, at your absolute discretion, either be treated as fungible and pooled like with like with the other Securities held by your clients or specially allocated to the Account. We will only be entitled to be returned and shall accept delivery of Securities of the same company, class and denomination (or in the event of any change in class or denomination, Securities of such equivalent class or denomination) as the Securities originally deposited.

9.5 Calls

We shall duly and promptly pay all calls which may from time to time be made in respect of any unpaid moneys under any of the Securities from time to time in the Account and duly and promptly pay any other moneys which We may lawfully be required to pay in respect of any of the Securities from time to time in the Account. In default you may, but are not obliged to, make such payments on our behalf and any sums so paid by you shall be repayable by us on demand, together with any costs or expenses incurred by you as a result.

9.6 Terms of Custody

If the Securities are registered in the name of your Associated Entity or nominee, the Securities will be held by such Associated Entity or nominee on its standard terms and conditions as may from time to time be in force. You or your Associated Entity or nominee shall be under no responsibility to forward any notices, proxies or other documents or communications in respect of the Securities to us. However, if you or your Associated Entity or nominee determines that any action is required in respect of such Securities and We cannot be contacted or fail to give you punctual or adequate Instructions for such action, We hereby authorize you or your Associated Entity or nominee to act on our behalf in such manner as it may determine in its absolute discretion, including without limitation, exercising any voting rights in respect of Securities of which We are the beneficial owner but which are registered in the name of your Associated Entity or nominee and you and your Associated Entity or nominee shall not be liable, in the absence of gross negligence, fraud or willful default, for such action it may take. We will indemnify you and your Associated Entity or nominee against all costs, charges and expenses that may be incurred by them in respect of Securities held by it for safe-keeping on our behalf.

10. Remuneration

10.1 Commission

We will pay such commissions to you as you may notify us, as well as applicable levies imposed by the relevant Exchange and regulatory bodies, and all applicable stamp duties. You may deduct such commissions, other charges, levies and duties from the Account. You are authorized to solicit, accept and retain for your own benefit, without making disclosure to us, any rebate, brokerage, commission, fee, benefit, discount and/or other advantage from any person arising from any transaction effected by you.

10.2 Interest

All amounts due by us to you will be charged with interest at such rate(s) to be notified by you from time to time.

11. Indemnity and Exclusion of Liability

11.1 We hereby fully indemnify you, your directors, officers, employees, your Associated Entities and nominees and your Affiliates and keep all such persons

indemnified against all claims, actions, liabilities, proceedings against any of such persons and bear any losses, costs, charges or expenses (including legal fees) (together "Losses") which they may suffer in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under or in connection with this Agreement save to the extent that such Losses arise directly as a result of your gross negligence, fraud, or willful default.

11.2 You shall not be liable for any Losses suffered by us as a result of or in connection with our utilizing any of the services or in connection with this Agreement other than Losses arising directly as a result of any gross negligence, fraud, or willful default on your part, or that of your Associated Entities, nominees or your Affiliates. You shall in no event be liable for any loss of profit indirect, special or consequential damages of any kind or the default of your directors, officers, employees, Associated Entities, nominees or Affiliates or any person, firm or company through or with whom transactions are effected for the Account.

12. Set-off

12.1 In addition to any general lien or similar right to which you may be entitled at law, you may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Account or our account with any CMBI Group Member of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all our liabilities to you or any CMBI Group Member whether such liabilities be primary, collateral, several, joint or in other currencies. Insofar as any of the liabilities to you or any CMBI Group Member are contingent or future, your liability to us to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.

12.2 You may hold as security and subject to a general lien in your favour all or any of the money, Securities and other property held by you for the Account until We have fully paid any amount owed to you.

13. Suitability

If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

14. Representations, Warranties and Undertaking

14.1 Representations

We hereby warrant and represent and undertake to you that:

- (a) We are entering into this Agreement as principal and are not trading on behalf of any other person unless you are notified otherwise in writing, in which case, We warrant that We are expressly authorized by our principal to effect all transactions pursuant to this Agreement and our principal will duly perform all the obligations and liabilities arising out of this Agreement, failing which We will be liable to you as if We were the principal in respect of such obligations and liabilities;
- (b) The information provided by us to you in the Client Information Sheet or otherwise from time to time is true, accurate and complete in all respects;
- (c) We will enter into Securities transactions solely in reliance upon our own judgment and investigations;
- (d) This Agreement constitutes a valid and legally binding agreement on us enforceable in accordance with its terms;
- (e) This Agreement and performance of our obligations contained herein do not and will not:
 - (i) Contravene any existing applicable law, statute, ordinance, rule or regulation or any judgement, decree or permit to which We are subject; or
 - (ii) Conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which We are a party or subject or by which any of our property is bound;
- (f) Unless otherwise agreed by you, We are and will remain to be the beneficial owner of the Securities in the Account free from any lien, charge, equity or encumbrance save as created by this Agreement and will not charge, pledge or allow to subsist any charge or pledge over the Securities or monies in the Account or grant or purport to grant an option over any Securities or monies in the Account without your prior written consent; and
- (g) We are the person ultimately responsible for originating the Instruction in relation to each transaction in the Account and shall stand to gain the commercial or economic benefit of such transactions and/or bear their commercial or economic risk (except where such other person or entity has been disclosed to you in writing and the arrangement has been agreed by you).

14.2 Repeating Nature

The above representations and warrants shall be deemed to be repeated immediately before each Instruction is given or executed.

14.3 Instructions from Other Persons

Even if we have disclosed to you that we are trading on behalf of other person(s), you are not required to act on any instruction other than the Instructions. You will not be liable for refusing to act upon the instructions given by any persons who purport to be our principal or for acting upon the Instructions notwithstanding any notice that our authority to act on behalf of our principal has been revoked, withdrawn or varied.

14.4 Other Interests

We acknowledge that if you give any investment recommendation to us, you or any of your Affiliates may have an interest, relationship or arrangement which is material in respect of the Securities, transaction, arrangement or service concerned. In particular, you or your Affiliates may have interest or may owe duty to other persons which conflict with our interests or your duty owed to us.

15. Default

15.1 Consequences of Defaults

Upon the occurrence of any of the events referred to in Clause 15.2, you will be entitled at your absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to you, forthwith to :-

- (a) Sell or realize all or any part of the Securities or property held by you for the Account in such manner and upon such terms as you may conclusively decide to satisfy our obligations and indebtedness towards you, your Associated Entities and nominees out of the net sale proceeds (with fees, expenses and costs

deducted) thereof;

- (b) Cancel any outstanding Instructions for the purchase or sale of Securities;
- (c) Exercise any of your rights under this Agreement.

15.2 Events of Defaults

The events referred to in Clause 15.1 are

- (a) Any breach of this Agreement by us; or
- (b) Any failure by us to pay monies of whatever nature when due under this Agreement; or
- (c) Our insolvency or liquidation, the filing of a petition in winding up or the commencement of any analogous proceedings against us; or
- (d) The levying of any attachment against any of the Account or our other property; or
- (e) Any dispute or proceedings amongst our directors or shareholders; or
- (f) Any other matter or event including any regulatory requirement which in your opinion renders termination necessary or advisable in your interests.

15.3 Application of Monies

Any monies received by you will be applied in the following order of priority and any residue will be paid to us or to our order:-

- (a) Payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by you in transferring and selling all or any of our Securities or property;
- (b) Payment of interest accrued on the aggregate outstanding amount due and owing to you or your Associated Entities or nominees for the time being; and
- (c) Payment of all money and liabilities due or owing by us to you or your Associated Entities or nominees.

16. Confirmation

16.1 Provision of Confirmations

We agree that unless we object or otherwise notified you in writing, you will not be required to provide to us any contract notes, statements of account or receipts in accordance with the applicable laws and regulations. Nevertheless, if you provide the same to us, then all correspondence, notices, contract notes, certificates and statements will be sent to us at our last known address shown in your record, unless we expressly authorize you in writing to send to some other address.

16.2 Conclusiveness

Confirmations shall, in the absence of manifest error, be conclusive and binding on us, unless you receive from us objection in writing within three Business Days upon receipt by us

16.3 Title to Securities

Title to Securities purchased by us will pass only upon payment by us of the amount due in respect of such purchase.

17. Online Trading Service

17.1 Application for Use

We may at any time after you have notified us that your online trading service is offered to your clients apply to you to utilize your online trading service.

17.2 Giving of Instructions

You shall be entitled to refuse to accept our application to utilize your online trading service without giving any reason therefor. However, if you accept our application, We may give Instructions by electronic means in such manner as may be prescribed by you and you are authorized, but are not obliged, to accept and act upon Instructions given through your online trading service in connection with any Securities transactions or for transfer of funds to or from the Account, or any purpose in connection with this Agreement. Any Instructions given in connection with the Account, for this Agreement through use of the online trading service shall be deemed to be proper, valid and binding Instructions from us if given by any ONE person quoting or inputting the user name of the Account and the password assigned by you or otherwise selected by us and accepted by you for the purpose of the online trading service.

17.3 User Name and Password

We undertake to: a) keep and procure each Authorized Person to keep the user name and password in relation to the Account for the purpose of your online trading service secret; (b) inform you as soon as reasonably practicable if We know or suspect that, any unauthorized person knows such user name or password or that unauthorized transactions have been effected.

17.4 Property in Information

We acknowledge that the information made available to us through your online trading service may be provided by you or any other person. We acknowledge that such information is the property of the person providing the same and is protected by copyright or contractual restrictions on its use. We agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit such information without your prior written consent.

17.5 Accuracy of Information

Neither you nor any person supplying the information made available through your online trading service guarantees the timeliness, sequence, accuracy or completeness of the market data or any other market information or messages disseminated by any party. Neither you nor any disseminating party shall be liable in any way, and We agree to indemnify and hold harmless you and such disseminating party, for (a) any inaccuracy, error or delay in, or omission of (i) any such data information or message or (ii) the transmission or delivery of any such data, information or messages; or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by you or any disseminating party or to any force majeure (i.e., flood, extraordinary weather conditions, earthquake, or other acts of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications or power failure or equipment or software malfunction) or

any other cause beyond the reasonable control of yourself or any disseminating party. We shall use any real-time quotes made available by you only for our individual use and shall not furnish such data to any other person or entity.

17.6 Disclaimer

Neither you nor the information providers guarantee the accuracy, completeness, timeliness, reliability, content or correct sequencing of the information. We acknowledge that there may be delays, omissions, errors or inaccuracies in the provision of the information and that neither you nor any information provider warrants that the service will be uninterrupted or error-free. We agree that you and the information providers shall not have any liability, contingent or otherwise, for the accuracy, completeness, timeliness, reliability, content or correct sequencing of the information or for actions taken or decisions made by us in reliance upon the information or for any interruption of any data, information or access to the software, the site or the services. Should any information proves incorrect or defective, we (and not you or the information providers) will assume the entire responsibility for its use. Neither you nor any information provider shall be liable, and we agree to indemnify and hold you and the information providers in connection with the online trading service for:

- (a) Any losses or damages occurring from or occasioned by any such inaccuracy, error or delay in or omission of information or the transmission of, delivery of, or content of information; or
- (b) Interruption in any information, due either to any act or omission (negligent or otherwise) by you or an information provider, or to any force majeure or any other cause beyond the reasonable control of yourself or an information provider.

17.7 Risks

We expressly agree that our use of the trading interface, CMBI Website and the online trading service is at our sole risk. The trading interface, the information and all aspects of the online trading service (including, but not limited to, order execution) are provided on an 'as is' basis, without warranty of any kind, express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose. No oral advice or written information given by you, your Affiliates, or any information providers shall create a warranty; or shall we rely on any such information or advice.

17.8 Interruption, etc.

We acknowledge that transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet.

18. Client Identity Rule

18.1 Response to Enquiries from Regulators

Where you have received an enquiry from SEHK and/or the Securities and Futures Commission of Hong Kong (collectively the "Hong Kong regulators") or request from a stockbroker/licensed person/intermediary in response to the enquiry from any of the Hong Kong regulators, and We have notified you in writing that We are trading on behalf of other person, We shall, upon your request (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the client for whose account the dealing was undertaken and (so far as known to us) of the person with the ultimate beneficial interest in the relevant dealing. We shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary who originated the dealing). You may also comply with such requests directly without reference to us if you are in possession of the relevant information.

18.2 Dealing for Collective Investment Schemes

If We effected the dealing for a collective investment scheme, discretionary account or discretionary trust, We shall upon your request (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed us to effect the dealing.

If we effected the dealing for a collective investment scheme, discretionary account or discretionary trust, We shall as soon as practicable, inform you when our discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where our investment discretion has been overridden, We shall, immediately upon your request (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the person(s) who has or have given the Instruction in relation to the dealing.

18.3 Intermediaries

If We are aware that our client is acting as intermediary for its underlying client(s), and We do not know the identity, address, occupation and contact details of the underlying client for whom the dealing was effected, We confirm that:-

- (a) We have arrangements in place with our client which entitle us to obtain such information from our client immediately upon request or procure that it be so obtained; and
- (b) We will, upon your request in relation to any dealing, promptly request such information from our client on whose Instructions the dealing was effected, and provide the information to the Hong Kong regulators as soon as received from our client or procure that it be so provided.

18.4 The terms contained in this Clause 18 shall continue in effect notwithstanding the termination of this Agreement.

18.5 We confirm that We are not subject to any law which prohibits the performance by us of the undertaking contained in this Clause 18 or, where We are subject to such law, that We or our clients, as may be the case, have waived the benefit of such law or consented in writing to the performance by us of such undertaking.

19 Termination

19.1 Termination by Notice

This Agreement may be terminated by either party by giving not less than two Business Days' (other than a Saturday) prior written notice to the other party. Notwithstanding the aforesaid, you may terminate this Agreement immediately upon the happening of any of the events referred to in Clause 15.2. Termination

of this Agreement shall not affect any Instruction executed by you or prejudice or affect any right, powers, duties and obligations of either party accrued prior to the termination.

19.2 Payment on Termination

Upon termination of this Agreement, We will immediately repay to you any amounts due or owing to you.

20 Notice

20.1 Any notice or other communication to be given or made pursuant to this Agreement by you to us may be made by personal delivery, prepaid post (airmail of overseas), electronic means or facsimile and shall be deemed to have been duly served:-

- (a) If delivery personally or by electronic means, at the time of delivery;
- (b) If sent by prepaid post, 48 hours of (if by airmail) 96 hours after posting; and
- (c) If sent by facsimile, at the time of sending.

Any such notice or communication shall be sent to us at the address, facsimile number or e-mail address last known to you.

20.2 Any notice or communication made or given by us will be effective only upon actual receipt by you.

20.3 We agree that you may send any notice, contract notes, confirmations, periodic statements and communication to us in electronic form.

21 General Provisions

21.1 Time of the essence

Time shall in every respect be of the essence under this Agreement.

21.2 Invalidity

If anyone or more of the provisions contained in this Agreement shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

21.3 Assignment

- (a) This agreement shall benefit and be binding on you and us, their respective successors and subject to this Clause 21.3, any permitted assignee or transferee of some or all of your rights or obligations under this Agreement.
- (b) We may not assign or transfer all or any of our rights or obligations under this Agreement.
- (c) You may assign or transfer all or part of your rights, benefits and obligations hereunder to such person(s) and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with you in relation to this Agreement such information about us as you may at your absolute discretion think fit.

21.4 Non-Waiver

Failure or delay in exercising any rights, power or privilege by you in respect of this Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude you from further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege hereunder.

21.5 Joint and Several Liabilities

If we consist of more than one person, then the liabilities of each such person hereunder shall be joint and several. Any notice, payment or delivery by you to either or any one of the joint account holders shall be a full and sufficient discharge of your obligations to notify, pay or deliver under this Agreement.

21.6 Material Change

Either party will notify the other in the event of any material change to the information contained in this Agreement or provided to the other party pursuant to this Agreement.

21.7 Disclaimer of Liabilities

Neither you, your Associated Entities or nominees nor your Affiliates shall be liable for any delay or failure to perform obligations and any losses, damages or costs resulting therefrom so long as they have acted in good faith. Moreover, your Associated Entities and nominee and your Affiliates shall not be held responsible for any consequences resulting whether directly or indirectly from any events not within their control including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party's conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond their control whatsoever.

21.8 Disposal of Securities

We agree that you may dispose of or initiate a disposal of the Securities in the Account for the purpose of setting any liability owed by us to you or any of your Associated Entities.

21.9 Language

The Agreement is written in an English version and a Chinese version. Both versions are equally authentic and have equal weight. In the event of any conflict between the two versions, the English version shall take precedence.

22 Amendment

You shall have absolute rights to amend, delete or substitute any of the terms herein or add new terms to this Agreement. An amendment notice and the revised Agreement will be posted at the Download Forms column of CMBI Website. We should visit the CMBI Website from time to time for obtaining the latest Agreement and read the terms thereof. Such amendment, deletion, substitution or addition shall be deemed as effective and incorporated herein (and shall form part of this Agreement) on the date of publication of such amendment notice. We may raise written objection within fourteen (14) Business Days after the publication of such amendment notice at the CMBI Website, failing which it shall be deemed an acceptance of such amendment, deletion, substitution or addition.

23 Governing Law and Applicable Regulations

23.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong SAR").

23.2 Jurisdiction

We hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong SAR in the event of any dispute arising out of this Agreement. Such submission shall not prejudice your right to commence action against us in any other court of competent jurisdiction.

23.3 Customs

Securities transactions effected by you on our behalf are subject to the laws, regulations, constitution, by-laws, rules, customs, usage, rulings and interpretations and transaction levies of the relevant market, Exchange, clearing house or jurisdiction as amended from time to time.

23.4 Rules of SEHK

In respect of Securities transactions on SEHK:

- (a) The rules and regulations of the SEHK and the Hong Kong Securities Clearing Company Limited ("HKSCC"), in particular those rules which relate to trading and settlement, shall be binding on both us and you and the rules and regulations of the SEHK and the HKSCC will prevail in the event of any conflict between the said rules and regulations and the terms and conditions hereof;
- (b) Every Securities transaction executed on the SEHK will be subject to a transaction charge, the cost of which shall be borne by us;
- (c) Every Securities transaction executed on the SEHK will be subject to other levies the SEHK may impose from time to time; and
- (d) In the event of your default which results in our having incurred a loss as a result thereof, the liability of the Compensation Fund established under the Securities and Futures Ordinance of the Laws of the Hong Kong SAR will be restricted to the extent provided for therein.

23.5 Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "Code")

This Agreement shall be subject to the Code. In the event of any conflict between the Code and the terms and conditions hereof, the Code shall prevail.

附件 4 專業投資者業務條款

客戶應細閱並留為紀錄

致： 招銀國際證券有限公司

香港中環夏愨道 12 號

美國銀行中心 18 樓 1803-4 室

(《證券及證券條例》下的持牌人，CE 編號：AUZ441)，是根據《證券及證券條例》(第 571 章)獲發牌進行第 1 類(證券交易)及第 4 類(就證券提供意見)受規管活動的持牌法團及聯交所之交易所參與者。

我司是招銀國際證券有限公司的客戶，我司謹此同意，以下條款及條件適用於貴公司絕對酌情決定不時向我司提供的所有證券交易及相關服務。

1. 定義及釋義

1.1 在本專業投資者業務條款(「本條款」)中，以下字詞及用語具有以下涵義：

「帳戶」指以我司的名義在貴公司開立及維持，在貴公司的簿冊中記錄我司的證券交易及我司的客戶款項變動的任何帳戶；

「聯繫人」就任何一方而言，指直接或間接由該方控制、受其控制或受其與他人共同控制的個人、法團、合夥或任何其他形式的實體，或該實體的任何董事、高級人員、僱員或代理人；

「本協議」指我司與貴公司就開立、維持及操作帳戶而訂立並經不時修訂的書面協議，包括但不限於客戶資料表、本條款及我司就帳戶向貴公司提供的任何授權書；

「有聯繫實體」具有《證券及證券條例》賦予的相同涵義；

「獲授權人」指獲我司依照必要的法團或其他行為指定或妥為授權，就本協議代我司行事的個人(須向貴公司提供貴公司接納的適當文件加以證明)；

「營業日」指交易所開市進行買賣的任何日子，但星期六、星期日、公眾假期和交易所宣布為非營業日的任何其他日子除外；

「客戶資料表」指我司為開立帳戶而填妥或應填妥的客戶資料表 / 聲明；

「招銀國際集團」指貴公司、貴公司的附屬公司、最終控股公司、控股公司，及同屬該控股公司的同系附屬公司，包括但不限於招銀國際融資有限公司、招銀國際證券有限公司、招銀國際資產管理有限公司、招銀國際證券有限公司，而「招銀國際集團成員」指上述每間或任何一間公司；

「招銀國際網站」指 www.cmbi.com.hk 及貴公司不時增設並通知我司的其他網站；

「交易所」指聯交所或其他證券交易所或市場或場外交易市場；

「指示」指貴公司真誠相信是由我司或一名獲授權人發出的書面、口頭或(經貴公司同意)電子通訊；

「專業投資者」具有《證券及證券條例》附表 1 第 1 部第 1 條及香港法例第 571D 章《證券及證券(專業投資者)規則》第 3 條賦予的相同涵義；

「證券」具有《證券及證券條例》賦予的相同涵義；

「《證券及證券條例》」指香港法例第 571 章《證券及證券條例》；

「聯交所」指香港聯合交易所有限公司。

2. 帳戶

2.1 開立帳戶

我司須開立及維持帳戶，以記錄我司根據本協議進行的證券交易及我司的客戶款項的變動。

2.2 證券過戶

在轉移證券至帳戶時，我司須自行承擔費用及開支，以安排及指示出讓方將證券轉移到貴公司。在貴公司收到證券後，證券才會存入帳戶。

3. 指示

3.1 授權

貴公司謹此獲授權按照指示為帳戶買入及出售證券，及以其他方式處理在或為帳戶持有的證券、應收帳項或款項。然而，貴公司有權酌情決定拒絕接受任何指示(但不得無理地行使此酌情權)，而無須就因此引起的任何損失對我司負責。

3.2 指示

貴公司獲授權(但非必須)接受及倚賴透過電話或其他方式發出，關於任何證券交易、將資金轉入或轉出帳戶或為了關於本協議的任何目的而發出的指示行事。我司就帳戶或本協議發出的任何指示，只要是經任何一人提供貴公司要求的帳戶資料而發出，則須被視為我司發出的妥當、有效及具約束力的指示。

3.3 執行代理人

貴公司將擔任我司的指示的執行代理人。

3.4 透過聯繫人執行

貴公司可按貴公司絕對地決定的方式，透過任何聯繫人、任何交易所或結算所參與者或有關市場的經紀執行我司的證券交易。

3.5 賣空

我司承諾，我司在指示貴公司代我司執行賣空時，將會通知貴公司。就本協議而言，賣空是指我司向貴公司發出要求出售我司並不擁有的證券的指示，包括要求出售我司借入的證券的指示。此項承諾在我司每次向貴公司發出買賣指示時均重複一次。

3.6 產品的規格

若貴公司向我司提供有關衍生產品(包括期權)的服務，貴公司應按照我司的要求向我司提供有關該產品的規格或章程或其他要約文件及(如適用及作為第 6 條的補充)詳細解釋收取保證金的程序及在什麼情況下貴公司可無需我司同意而將我司的持倉出售或平倉。

4. 執行指示

- 4.1 次序
貴公司可決定執行指示的次序，或以適當顧及市場慣例、適用規例及對所有顧客公平的其他方式執行指示。
- 4.2 延誤
對於通訊設施停頓或失效或貴公司控制範圍以外的其他延誤或故障，以致延遲或未能傳送指示，貴公司無須負責。
- 4.3 取消及修訂
取消或修訂指示的要求，只可在指示被執行之前提出，並須得到貴公司接納（貴公司須有合理原因方可拒絕接納上述要求）。除非貴公司已接受取消或修訂指示，否則該指示在獲貴公司接納的交易日當日（若指示涉及香港以外的交易所，而貴公司接納指示當日並非有關交易所的交易日，則為其後首個該交易所的交易日）有效，若於該交易日完結前未獲執行，即告失效（但貴公司另行同意除外）。
- 4.4 錄音
貴公司可將我司與獲授權人的對話錄音。
5. 交收
- 5.1 付款
若貴公司代我司執行了買入或出售交易，我司將於貴公司或有關交易所或結算所規定的到期交收日之前，向貴公司支付已結清的資金或以可交付的形式交付證券。
- 5.2 交收失敗
我司會就任何交收失敗的任何損失、損害、索求、費用、收費及開支向貴公司作出彌償保證及保持貴公司獲得彌償保證。
- 5.3 貨幣兌換
貴公司根據本協議進行的任何交易、交收、行動或步驟所涉及的一切貨幣兌換風險，將由我司承擔。
6. 保證金
- 6.1 我司同意以現金、證券或按貴公司決定的形式及 / 或金額，在貴公司認為我司應繳保證金（如保證金客戶協議書中的定義）的時間內，或在貴公司應就該保證金或根據本協議條款代我司（或與我司）進行證券交易的任何其他相關付款（視所屬情況而定）代我司付款的時間內，維持該保證金及在被要求的情況下追加保證金。
- 6.2 任何保證金的支付時間均為要素，若貴公司提出付款要求時並無規定時間，我司則應於該要求提出之時起計兩小時內（或貴公司規定的更早時間）執行該要求。我司亦同意於貴公司要求時，立即全額支付其就貴公司任何帳戶結欠之任何金額。就保證金及其他目的而支付的首筆及隨後按金和付款，均須為已過數的資金，並且是貴公司絕對酌情規定的貨幣及金額。
- 6.3 為免疑問，我司如未能在貴公司規定的時間或其他指定時間前，支付貴公司要求的追加保證金或本協議下任何其他應付帳項，貴公司即有權（並且無損其他權利）終止帳戶及 / 或將帳戶內任何倉位平倉（視所屬情況而定）而不必通知我司及 / 或獲得我司同意，並有權出售為我司或代我司持有的任何或全部證券，用所得款項及任何現金按金支付我司結欠貴公司的未償還餘額，任何餘下的款項將退還我司。
- 6.4 貴公司有權絕對酌情不時修改保證金要求。我司將獲得的財務通融，最高為我司在貴公司的抵押品市值的若干百分比，該百分比將不時協定。過往的保證金要求並不構成先例，而修改後的保證金要求一經確定，應適用於現有持倉以及受該修改影響的合約下的新持倉。
- 6.5 儘管第 6.1 及 6.2 條有所規定，但若貴公司單獨認為，按照第 6.1 條要求追加保證金乃不可行，包括但不限於由下列事情的變化或涉及下列事情潛在變化的發展而導致不可行：
- (1) 本地、國家或國際的貨幣、金融、經濟或政治環境狀況或外匯管制措施，而已導致或貴公司認為很可能導致香港及 / 或海外證券市場、貨幣市場、商品或證券市場有重大或不利的波動；或
 - (2) 是或可能對我司的狀況或運作有嚴重不利的影響，
- 貴公司則應被視作已按照貴公司決定的方式及 / 或金額提出追加保證金，而該等保證金即時到期，我司須即時繳付。
- 6.6 本協議的規定一概不得解釋為剝奪或影響貴公司根據第 8 條就任何銀行帳戶內持有的任何款項或就該銀行帳戶收到或獲支付的任何款項可擁有的任何合法索償權、留置權或其他權利及補救方法。
- 6.7 為免疑問，若我司的任何帳戶出現借方結餘，貴公司無責任而且不應被視為有責任提供或繼續提供任何財務通融。特別是（但不限於此），即使貴公司允許任何帳戶出現借方結餘，亦不表示貴公司在任何隨後的情況下有任何責任提供墊款或代我司承擔任何債務，但貴公司允許出現之任何借方結餘的我司責任則不受影響。
- 6.8 雙方同意，任何存入貴公司或以其他方式由或代表我司提供予貴公司的證券，均為向貴公司提供之證券抵押品。
7. 帳戶內之證券
- 7.1 對於我司存放在貴公司或貴公司代我司購入或取得並由貴公司保管之所有證券，我司謹此授權貴公司以貴公司的一個有聯繫實體或我司之名義登記此等證券，或將此等證券存放在一個獨立帳戶保管，而該帳戶是指定為信託帳戶或我司帳戶，並由貴公司或貴公司的一個有聯繫實體在認可財務機構、核准保管人或另一獲發牌進行證券交易的中介人在香港開立及維持的。
- 7.2 就我司存放在貴公司或由或代表我司以其他方式提供予貴公司的所有證券抵押品，我司特別授權貴公司將此等證券抵押品：
- (1) 存放在一個獨立帳戶保管，而該帳戶是指定為信託帳戶或我司帳戶，並由貴公司或有聯繫實體在認可財務機構、核准保管人或另一獲發牌進行證券交易的中介人，為持有貴公司的證券抵押品而在香港開立及維持的；
 - (2) 存放於以貴公司或有聯繫實體（視所屬情況而定）的名義在認可財務機構、核准保管人或另一獲發牌進行證券交易的中介人開立的帳戶；或
 - (3) 以我司（該等證券抵押品是代該我司收取的）、貴公司或有聯繫實體之名義登記。
- 7.3 我司必須單獨承擔根據第 7.1 及 7.2 條將任何證券及證券抵押品交託貴公司、貴公司的任何有聯繫實體、銀行、機構、託管人或中介人持有之風險。貴公司和有關有聯繫實體、銀行、機構、託管人或中介人均無責任就任何風險替我司購買保險，購買保險全屬我司之責任。
- 7.4 倘若存放於貴公司但不以我司名義登記之證券產生任何股息、分派或利益，貴公司須按其代我司所持證券佔此等證券總數或總額之比例，將該等利益撥入帳戶（或按協定付款給我司）。
- 7.5 倘若貴公司就任何存放於貴公司但不以我司名義登記之證券蒙受損失，貴公司須按其代我司所持證券佔此等證券總數或總額之比例，在帳戶扣減損失

(或按協定由我司付款給貴公司)。

- 7.6 根據《客戶證券規則》第 6(3) 條，貴公司獲授權為履行由我司或代我司對貴公司、有聯繫實體或其他第三方負有的任何法律責任，而處置或促使貴公司的有聯繫實體處置我司的任何證券或證券抵押品（而且貴公司有絕對酌情權決定處置我司的哪些證券或證券抵押品）。
- 7.7 除第 7.8 條的規定外，貴公司在未經我司根據《客戶證券規則》作出口頭或書面指示或常設授權前，不得為任何目的將我司的任何證券或證券抵押品存放、移轉、借出、質押、再質押或以其他方式處理。
- 7.8 貴公司交付、保管或以我司名義登記其代我司購入或取得之證券的責任，只要貴公司將跟原先存放於或轉讓予貴公司或貴公司代我司取得之證券具有相同等級、面值、面額和享有同等權益之證券交付、持有或以我司名義或我司之代名人名義登記，貴公司即已履行前述之責任（但受當時可能進行的資本重組規限），貴公司不須交付或歸還在數量、級別、面價、面額和附帶權益方面跟該等證券完全一樣的證券。

8. 帳戶內之款項及利息

- 8.1 貴公司有權將帳戶內持有的所有款項及為或代我司收取的所有款項，存入一個或多個在香港的獨立帳戶，而每個該等帳戶須指定為信託帳戶或我司帳戶，並開設於一間或多間認可財務機構或證監會就《客戶款項規則》第 4 條核准的任何其他人士。除非我司與貴公司另有協定，否則該等款項產生之任何利息必須絕對歸貴公司所有。
- 8.2 除另有指明外，我司承諾按貴公司不時規定的利率，就帳戶內任何時間的任何借方結餘或結欠貴公司之任何款項，向貴公司支付複合利息。倘若貴公司未有規定此利率，則按香港上海滙豐銀行有限公司不時報出的最優惠貸款利率加年息百分之三計息。此利息每日計算，並且必須於每個曆月最後一日或於貴公司催收時支付。

9. 保管證券

9.1 保管

貴公司可酌情決定，由我司承擔風險及費用，將貴公司為保管而持有的任何證券：

- (a) (如屬可登記證券) 以我司的名義登記，或以貴公司的有聯繫實體或代名人名義登記；或
- (b) 存入在貴公司的銀行或香港證券及證券事務監察委員會滿意的任何其他提供保管文件設施的機構開立的指定戶口，予以保管。

9.2 股息

若證券並非以我司的名義登記，貴公司在收到該等證券產生的任何股息或其他利益時，須按照與貴公司的約定，將該等股息或利益存入帳戶或支付或轉讓予我司。若該等證券是為貴公司客人持有的更多相同證券的一部分，我司有權按照我司的份額在總持股中所佔比例，獲得持股產生的利益（以貴公司合理決定的方式上調或下調至整數）。

9.3 證券虧損

貴公司如因存放於貴公司但並非以我司名義登記的任何股份蒙受任何損失，貴公司可在帳戶扣除（或按照約定由我司支付）相等於代我司持有的證券在有關證券總數或總額中所佔比例的損失（以貴公司合理決定的方式上調或下調至整數）。在貴公司沒有詐騙或蓄意違責的情況下，貴公司無須負責上述任何損失。

9.4 匯集證券

貴公司可絕對酌情決定將存放於貴公司的任何證券，視為可互換並與貴公司的客戶持有的其他類似證券匯集，或特別將之分配到帳戶。我司僅有權獲歸還並須接收與原本存入證券屬相同公司、類別及面額的證券（若類別或面額有任何改變，則同等類別或面額的證券）。

9.5 催收

我司須妥為及從速支付不時就帳戶內任何證券的任何未付款項催收的所有款項，並妥為及從速支付我司在法律上須就不時在帳戶內的任何證券支付的任何其他款項。若我司違約，貴公司可以（但非必須）代我司作出該等付款，而我司須應要求償還貴公司如此支付的任何款項，連同貴公司因此招致的任何費用或開支。

9.6 託管條款

若證券是以貴公司的有聯繫實體或代名人名義登記，證券將按照該有聯繫實體或代名人不時生效的標準條款及條件持有。貴公司或貴公司的有聯繫實體或代名人無責任將任何通知、代表委託書或其他關於證券的文件或通訊轉交我司。然而，若貴公司或貴公司的有聯繫實體或代名人認為須就證券採取任何行動，但無法聯絡到我司，或我司未能就該等行動給予貴公司適時或充分的指示，我司謹此授權貴公司或貴公司的有聯繫實體或代名人按其絕對酌情決定的方式代我司行事，包括但不限於：就我司為實益擁有人但以貴公司的有聯繫實體或代名人名義登記的證券行使任何表決權利，而貴公司及貴公司的有聯繫實體或代名人在並無嚴重疏忽、詐騙或蓄意違責的情況下，無須就其採取的上述行動負責。我司會就貴公司及貴公司的有聯繫實體或代名人為了代我司保管而持有證券所招致的一切費用、收費及開支，向貴公司及貴公司的有聯繫實體或代名人作出彌償保證。

10. 報酬

10.1 佣金

我司會向貴公司支付貴公司通知我司的佣金、有關交易所及監管機構徵收的款項，及所有適用的印花稅。貴公司可在帳戶扣除上述佣金、其他收費、徵費及徵稅。貴公司獲授權為貴公司本身的利益，就貴公司執行的任何交易向任何人士索取、接受及保留任何回佣、經紀佣金、佣金、費用、利益、折扣及 / 或其他好處，而無須向我司披露。

10.2 利息

我司結欠貴公司的所有款項，均須按照貴公司不時通知的利率計息。

11. 彌償保證及除外責任

- 11.1 我司謹此向貴公司、貴公司的董事、高級人員、僱員、有聯繫實體及代名人及聯繫人，就針對上述任何人士的所有申索、訴訟、責任、法律程序作出十足彌償保證及保持上述人士獲得彌償保證，並承擔該等人士在執行責任或服務或行使根據或關於本協議的權利、權力或酌情權時蒙受的任何損失、費用、收費或開支（包括法律費用）（統稱「損失」），但不包括直接由於貴公司嚴重疏忽、詐騙或蓄意違責引起的損失。

11.2 貴公司無須負責由於或關於我司使用任何服務或與本協議有關而導致我司蒙受的任何損失，但不包括直接由於貴公司及貴公司的有聯繫實體及代名人及聯繫人的嚴重疏忽、詐騙或蓄意違責導致的損失。貴公司無論如何無須負責任何種類的任何利潤損失、間接、特別或相應而生的損害賠償，或貴公司的董事、高級人員、僱員、有聯繫實體、代名人或聯繫人，或為帳戶執行交易時所透過的任何人士、商號或公司的違責情況。

12. 抵銷

12.1 除貴公司在法律上可享有的任何一般留置權或類似權利外，貴公司可隨時在無須事先通知的情況下，將帳戶或我司在任何招銀國際集團成員單獨或與他人聯名持有的任何名稱及任何貨幣的帳戶內的貸項款項，抵銷或轉移以解除我司欠下貴公司或任何招銀國際集團成員的所有債務，不論該等債務是基本、附屬、各別、共同或是其他貨幣的債務。若欠下貴公司或任何招銀國際集團成員的任何債務是或然或未來的債務，貴公司向我司支付任何該等帳戶的貸項款項的責任，在承擔該款項所需的範圍內將被凍結，直至發生意外事項或未來事件為止。

12.2 貴公司可以為貴公司的利益，將貴公司為帳戶持有的所有或任何款項、證券及其他財產持有為抵押及設立一般留置權，直至我司已全數支付結欠貴公司的任何金額為止。

13. 合適性

假如我們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。

14. 陳述、保證及承諾

14.1 陳述

我司謹此向貴公司保證、陳述及承諾：

- (a) 我司以主事人身分訂立本協議，而非代任何其他人士交易，但貴公司獲另行事面通知除外，在此情況下，我司保證，我司獲我司的主事人明文授權根據本協議執行所有交易，及我司的主事人將會妥為履行所有因本協議而起的義務及責任，否則我司將向貴公司負責，猶如我司是該等義務及責任的主事人一樣；
- (b) 我司在客戶資料表或不時以其他方式向貴公司提供的資料，在所有方面均為真實、準確及完整；
- (c) 我司進行證券交易時只會倚賴我自己的判斷及調查；
- (d) 本協議構成有效及在法律上對我司具約束力的協議，可根據其條款強制執行；
- (e) 本協議及履行我司在本協議的責任，並不亦不會：
 - (i) 違反任何現有的適用法律、法規、條例、規則或規例，或規限我司的任何裁決、法令或許可；或
 - (ii) 對於我司為訂約一方、規限我司或對我司任何財產具約束力的任何協議或其他文書，有所抵觸或導致違反其條款或構成任何違責；
- (f) 除非貴公司另行同意，否則我司是及將一直是帳戶內的證券的實益擁有人，不附帶任何留置權、抵押、股東權益或產權負擔（本協議設立者除外），而且未經貴公司事先書面同意，不會將帳戶中的證券或款項抵押、質押或容許有任何抵押或質押，或就帳戶中的證券或款項授予或聲稱授予期權；及
- (g) 我司是最終負責就帳戶每項交易發出指示的人，將會賺取該等交易的商業或經濟利益及 / 或承擔其商業或經濟風險（但已向貴公司書面披露的其他人士或實體，而貴公司已同意有關安排除外）。

14.2 具有重復性質

上述陳述及保證須被視為在緊接每項指示發出或執行之前重復一次。

14.3 其他人士的指示

即使我司已向貴公司披露我司是代其他人士買賣，但貴公司無須按照我司的指示以外的任何指示行事。即使貴公司拒絕按照任何聲稱是我司的主事人的人士發出的指示行事，或貴公司在我司代我司的主事人行事的授權已被撤銷、撤回或更改之後仍然按照指示行事，但貴公司亦無須負責。

14.4 其他利益

我司承認，若貴公司向我司提供任何投資建議，貴公司或貴公司任何聯繫人可能在有關的證券、交易、安排或服務中有利益、關係或安排。貴公司或貴公司的聯繫人的利益或對其他人士負有的責任，更可能與我司的利益或貴公司對我司負有的責任抵觸。

15. 違責

15.1 違責的後果

在發生第 15.2 條所述的任何事件時，貴公司有權自行絕對酌情決定，在無須發出通知或要求及不損害貴公司可享的任何其他權利或補救措施的情況下，立即：

- (a) 以貴公司不可推翻地決定的方式及條款，出售或變現貴公司為帳戶持有的所有或任何部分的證券或財產，以出售所得淨額（扣除費用、開支及成本後）清償我司結欠貴公司、貴公司的有連繫實體及代名人的債務及債項；
- (b) 取消任何尚未執行的買入或出售證券的指示；
- (c) 行使貴公司在本協議下的任何權利。

15.2 違責事件

第 15.1 條所述的事件是：

- (a) 我司違反本協議；或
- (b) 在任何性質的款項根據本協議到期之時，我司未能支付；或
- (c) 我司無力償債或清盤，或已有人提交要求我司清盤的呈請書，或已對我司展開任何類似法律程序；或
- (d) 任何帳戶或我司的其他財產被扣押；或
- (e) 我司的董事或股東之間有任何爭議或進行法律程序；或
- (f) 任何其他事情或事件，包括令貴公司認為為貴公司的利益終止本協議屬必要或適宜的任何監管規定。

15.3 款項的運用

貴公司收到的任何款項將按照以下次序運用，如有任何餘款，將支付予我司或按我司的指示支付：

- (a) 支付貴公司在轉移及出售我司的所有或任何證券或財產時，正當招致的所有費用、收費、法律費用及開支，包括印花稅、佣金及經紀佣金；
- (b) 支付當時結欠及欠下貴公司或貴公司的有聯繫實體或代名人的未償還總金額的利息；及
- (c) 支付我司結欠及欠下貴公司或貴公司的有聯繫實體或代名人的所有款項及債務。

16. 確認書

16.1 提供確認書

我司同意，除非我司提出書面反對或另行通知貴公司，否則貴公司無須根據適用法例及規例向我司提供任何成交單據、帳戶結單或收據。但如果貴公司向我司提供，則所有往來書信、通知、成交單據、證明書及結單將發送到我司在貴公司紀錄中的最後已知地址，但我司以書面形式明確授權貴公司發送到其他地址除外。

16.2 不可推翻

除非貴公司在我司收到確認書後三個營業日內，收到我司的書面反對，否則確認書只要沒有明顯錯誤，即屬不可推翻及對我司具約束力。

16.3 證券的所有權

我司購買的證券的所有權，僅於我司支付購買價款後才移交。

17. 網上交易服務

17.1 申請使用

在貴公司通知我司，表示貴公司向客戶提供網上交易服務後，我司可隨時向貴公司申請使用貴公司的網上交易服務。

17.2 發出指示

貴公司有權拒絕接受我司申請使用貴公司的網上交易服務，而無須說明任何理由。然而，若貴公司接受我司的申請，我司可透過電子方式及以貴公司指明的方式發出指示，而貴公司獲授權（但非必須）接受及按照透過網上交易服務發出，而與任何證券交易、將資金轉入或轉出帳戶或任何關於本協議的目的有關的指示行事。任何透過使用網上交易服務就帳戶或為本協議發出的指示，只要由我司任何一人提供或輸入帳戶的用戶名稱，及貴公司編配或我司選擇而貴公司就網上交易服務接納的密碼，即被視為是我司發出的妥當、有效及具約束力指示。

17.3 用戶名稱及密碼

我司承諾：(a) 將貴公司網上交易服務的帳戶用戶名稱及密碼保密及促使各獲授權人將之保密；(b) 若我司知道或懷疑有任何未經授權人士知道上述用戶名稱或密碼或曾進行未經授權交易，我司將於合理可行的情況下盡快通知貴公司。

17.4 資料的產權

我司承認，透過貴公司網上交易服務提供予我司的資料，可能是由貴公司或任何其他人士提供的。我司確認，該等資料是提供者的財產，其用途受版權或合約限制保護。我司同意，未經貴公司事先書面同意，不會複製、轉傳、散布、出售、分發、刊發、廣播、傳閱該等資料或將該等資料用作商業用途。

17.5 資料的準確性

貴公司或透過貴公司網上交易服務提供資料的任何人士，概不保證市場數據或任何人士散布的任何其他市場資料或訊息是否合時、順序、準確或完整。貴公司或任何散布者概不就以下事情承擔任何責任，而我司同意就以下事情向貴公司及散布者作出彌償保證及使之獲得彌償保證：(a) (i) 上述任何數據、資料或訊息或 (ii) 上述任何數據、資料或訊息的轉送或交付，有任何不準確、錯誤、延遲或遺漏；或 (b) (i) 上述任何不準確、錯誤、延遲或遺漏，(ii) 不履約，或 (iii) 上述任何數據、資料或訊息受干擾，所引起或造成的任何損失或損害，不論是由於貴公司或任何散布者的任何疏忽行為或不作為，或由於任何不可抗力（例如水災、不尋常天氣狀況、地震、其他天災、火災、戰爭、暴動、騷動、勞資糾紛、意外、政府行為、通訊或電力故障、設備或軟件失靈），或貴公司或任何散布者合理控制範圍以外的任何其他原因。我司僅應使用貴公司提供的任何實時報價作我司的個人用途，不得將該等數據提供予任何其他人士或實體。

17.6 免責聲明

貴公司及資料提供者概不保證資料的準確性、完整性、合時性、可靠性、內容或次序正確。我司承認，資料提供時可能有延誤、遺漏、錯誤或不準確，而貴公司及任何資料提供者概不保證服務不會中斷或毫無錯誤。我司同意，貴公司及資料提供者概不就資料的準確性、完整性、合時性、可靠性、內容或次序正確，或我司倚賴資料採取的行動或作出的決定，或任何數據、資料或存取軟件、網站或服務中斷，而承擔或然或其他責任。若任何資料經證實為不正確或有缺陷，我司（而非貴公司或資料提供者）會就該等資料的使用承擔全部責任。貴公司及任何資料提供者概不就網上交易服務的以下事宜承擔責任，而我司同意就該等事宜向貴公司及資料提供者作出彌償保證及使之獲得彌償保證：

- (a) 上述任何資料或資料的傳送、交付或資料內容不準確、錯誤、延誤或遺漏所引致或造成的任何損失或損害；或
- (b) 任何資料的中斷，不論是由於貴公司或資料提供者的任何行為或不作為（不論是否疏忽），或由於任何不可抗力，或貴公司或資料提供者合理控制範圍以外的任何其他原因。

17.7 風險

我司明確同意，我司使用交易界面、招銀國際網站及網上交易服務的風險，由我司獨自承擔。交易界面、資料及網上交易服務的所有方面（包括但不限於執行買賣指示）是以「按現狀」的基礎提供，並無任何種類的明示或隱含保證，包括但不限於關於所有權的保證，或關於適銷性或適合特定用途的隱含保證。貴公司、貴公司的聯繫人或任何資料提供者提供的口頭意見或書面資料概不構成保證，而我司亦不得倚賴上述任何資料或意見。

17.8 干擾等

我司承認，經互聯網進行的交易，可能因互聯網擠塞而受干擾、傳送中斷、傳送延誤，或因互聯網的公眾性質而數據傳送錯誤。

18. 客戶身分規則

18.1 回應監管機構查詢

若貴公司收到聯交所及 / 或香港證券及證券事務監察委員會（統稱「香港監管機構」）的查詢，或收到股票經紀 / 持牌人 / 中介人就回應任何香港監管機構的查詢而提出要求，而我司已書面通知貴公司表示我司是代表他人買賣，則我司須應貴公司的要求（此要求須載有香港監管機構的有關聯絡詳情），知會香港監管機構進行有關交易之帳戶所屬的客人及（以客戶所知）交易最終實益受益人的身分、地址、職業及聯絡資料。我司亦須知會香港監管機構任何第三方（如與發起有關交易的客人 / 最終受益人不同）的身分、地址、職業及聯絡資料。若貴公司管有有關資料，貴公司亦可直接遵從該等要求而無須知會我司。

18.2 為集體投資計劃交易

若我司為集體投資計劃、全權委託帳戶或全權信託進行交易，我司須應貴公司的要求（此要求須載有香港監管機構的有關聯絡詳情），知會香港監管機構有關計劃、帳戶或信託的名稱、地址及聯絡資料，及（如適用）代表該計劃、帳戶或信託向我司發出進行交易指示的人士的身分、地址、職業及聯絡資料。

若我司為集體投資計劃、全權委託帳戶或全權信託進行交易，我司在代表該計劃、帳戶或信託進行投資的酌情權被撤銷時，須在切實可行的情況下盡快通知貴公司。在我司的投資酌情權已被撤銷的情況下，我司須按貴公司要求（該要求須載有香港監管機構的有關聯絡詳情），立即知會香港監管機構曾就交易發出指示的人士的身分、地址、職業及聯絡資料。

18.3 中介人

若我司知悉我司的客人是其相關客人之中介人，但我司並不知道有關交易涉及的相關客人之身分、地址、職業及聯絡資料，則我司確認：

- (a) 我司與我司的客人已作出安排，讓我司可按要求立即向我司的客人取得上述資料，或促使取得有關資料；及
- (b) 我司將按貴公司就有關交易提出的要求，盡速向發出進行交易指示的我司的客人索取上述資料，及在收到我司的客人提交的資料後盡快提供或促使提供予香港監管機構。

18.4 本第 18 條所載的條款在本協議終止後仍然有效。

18.5 我司確認，我司並不受限於任何禁止我司履行本第 18 條所載承諾的法律，而假如我司受限於上述法律，我司或我司的客人（視所屬情況而定）已放棄該等法律賦予的利益或已書面同意我司履行上述承諾。

19. 終止

19.1 通知終止

本協議可由任何一方向對方發出不少於兩個營業日（星期六除外）的事先書面通知予以終止。然而，貴公司可在發生第 15.2 條所述的任何事件後立即終止本協議。本協議的終止並不影響在終止之前貴公司已執行的任何指示，亦不損害或影響任何一方在終止之前已產生的任何權利、權力、責任及義務。

19.2 終止時付款

本協議終止時，我司將立即向貴公司償還欠下或結欠貴公司的任何款項。

20. 通知

20.1 貴公司根據本協議應向我司發出的任何通知或其他通訊，可採用專人派遞、預付郵資信件（海外則為空郵）、電子方式或傳真發出，並於以下時間視為已妥為送達：

- (d) 如以專人派遞或電子方式發出，於交付之時；
- (e) 如以預付郵資信件發送，於投寄後 48 小時或（如為空郵）96 小時；及
- (f) 如以傳真發送，於發送之時。

上述任何通知或通訊須發送到貴公司最後知道的我司的地址、傳真號碼或電郵地址。

20.2 我司發出的任何通知或通訊，於貴公司實際收到時才生效。

20.3 我司同意，貴公司可用電子形式向我司發送任何通知、成交單據、確認書、定期結單及通訊。

21. 一般規定

21.1 時間是要素

在本協議中，時間在所有方面均為要素。

21.2 無效

即使本協議所載的任何一項或以上條文在任何適用法律下是無效、不合法或不可強制執行，本協議所載的其餘條文的有效性、合法性及可強制執行性概不在任何方面受影響或減損。

21.3 轉讓

- (a) 本協議應惠及和約束貴公司及我司、雙方各自的繼承人及（在本第 21.3 條規限下）貴公司在本協議的部分或全部權利或責任的任何獲准受讓人或承讓人。
- (b) 我司不可將我司在本協議的全部或任何權利或責任轉讓或出讓。
- (c) 貴公司可將貴公司在本協議的全部或部分權利、利益及責任，轉讓或出讓予貴公司絕對酌情認為合適的人士，及向潛在受讓人或任何其他提議與貴公司就本協議訂立合約安排的人士，披露貴公司絕對酌情認為合適的關於我司的資料。

21.4 不放棄權利

貴公司未能或延遲行使關於本協議的任何權利、權力或特權，不得當作放棄權利，而單一或局部行使、強制執行或豁免上述任何權利、權力或特權，亦不妨礙貴公司進一步行使、強制執行該等權利、權力或特權或行使、強制執行本協議的任何其他權利、權力或特權。

21.5 共同及各別責任

若我司包含多於一人，則各人在本協議下的責任須為共同及各別的責任。貴公司向任何一名聯名帳戶持有人發出任何通知、付款或交付，即已完全及充分地解除貴公司在本協議的通知、付款或交付責任。

21.6 重大改變

若本協議所載的資料或任何一方根據本協議向對方提供的資料有任何重大改變，該方將會通知對方。

21.7 不承擔責任

貴公司、貴公司的有聯繫實體或代名人或聯繫人只要是真誠行事，則無須就任何延遲或未能履行責任或任何由此造成的損失、損害或費用而負責。此外，貴公司的有聯繫實體及代名人及聯繫人不得因並非其控制範圍以內的任何事件（包括但不限於政府限制、實施緊急程序、交易所裁決、第三方的行為、暫停交易、戰爭、罷工、市場狀況、內亂、實際或威脅作出的恐怖主義行為、自然災害或其控制範圍以外的任何其他情況）直接或間接導致的任何後果，而被追究責任。

21.8 出售證券

我司同意，貴公司可出售或發起出售帳戶中的證券，以抵銷我司欠下貴公司或貴公司的任何有聯繫實體的任何債務。

21.9 語言

本協議以中、英兩種文字書就。兩種文本同樣真確並具同等法律效力。倘兩種文本有任何抵觸，應以英文本為準。

22. 修訂

貴公司有絕對的權利，可修訂、刪除或替代本協議任何條款或在本協議增加新條款。修訂通知及經修訂的本協議會張貼於招銀國際網站的「表格下載」欄位，我司應不時瀏覽招銀國際網站，以取得本協議的最新版本及閱讀其條款。上述修訂、刪除、替代或增補被視作在上述修訂通知的刊登日期起生效及已納入本協議內（並構成本協議一部分）。我司可於招銀國際網站刊登上述修訂通知後十四（14）個營業日內以書面提出反對，否則將被視作接受上述修訂、刪除、替代或增補。

23. 管限法律及適用規例

23.1 管限法律

本協議受中華人民共和國香港特別行政區（「香港」）的法律管限及根據香港的法律解釋。

23.2 司法管轄權

若因本協議引起任何糾紛，我司謹此接受香港法院的非專屬司法管轄權管轄。我司接受上述司法管轄權，並不影響貴公司在任何其他具有適當司法管轄權的法院對我司展開訴訟的權利。

23.3 慣例

貴公司代我司進行的證券交易，須遵守有關市場、交易所、結算所或司法管轄區不時修訂的法律、規例、憲章、附例、規則、習慣、慣例、裁決、釋義及交易徵費。

23.4 聯交所規則

對於在聯交所進行的證券交易：

- (a) 聯交所及香港中央結算有限公司（「香港結算」）的規則及規例，特別是關於交易及交的規則，對我司及貴公司均具約束力，而假如聯交所及香港結算的規則及規例與本協議條款及條件之間有任何抵觸，則應以聯交所及香港結算的規則及規例為準；
- (b) 在聯交所執行的每項證券交易均須支付交易費，此費用須由我司承擔；
- (c) 在聯交所執行的每項證券交易，均須支付聯交所不時收取的其他徵費；及
- (d) 假如貴公司的違責情況令我司因此招致損失，根據香港法例《證券及證券條例》成立的賠償基金的賠償責任僅限於該條例訂明的範圍。

23.5 證券及期貨事務監察委員會持牌人或註冊人操守準則（「操守準則」）

本協議應受操守準則約束。假如操守準則與本協議條款及條件之間有任何抵觸，則應以操守準則為準。

Appendix 5- APPLICATION OF US STOCK ELECTRONIC ONLINE TRADING SERVICES

Terms of Electronic Online Trading Services (“Online Trading Services”):

1. To protect your interest, please do not leave your computer unattended while using the service.
2. Please do not expose your account login ID and password to third parties and also changes your password frequently.
3. If login ID and password is discovered to be any lost, stolen or unauthorized use, please notify CMBIS immediately.
4. After having dealt with transactions through Online Trading Services, please log-out before you access to other website(s).
5. Under normal circumstances, when an order has been given through the Online Trading Services, the Company will provide the order status in the completion column to confirm the receipt of such order. If there is breakdown in your computer or disconnection of the Online Trading Services linkage in the course of the processing of the order and you are uncertain as to whether the order has been duly completed, you may visit our office or call your responsible Account Executive to enquire the status of the order.
6. There is a monthly fee of USD 15 for Online Trading Services (Details please refer to Section [US Stock-US Fee] on our official website).
7. If you wish to terminate the US Stock Online Stock Trading service, please give a month prior notice to CMBIS.
8. I read and understand the relevant terms of this US Stock Electronic Online Trading Service Application/Termination Form carefully and agree and accept those terms and conditions forming part of the terms and conditions of the CMBIS’s Cash Client Agreement or Margin Client Agreement as the case may be.

Disclaimers:

Users of this Web site and its contents should bear his/her own risk. Under the regulation, CMBIS does not have any responsibility for the errors or omissions of site content. System response time and access to the account may be impacted by market conditions, system performance or other factors. Where equipment and technology is not available or cannot be used or connected resulting directly, indirectly or consequences or losses, CMBIS shall not accept any responsibility. CMBIS and its employee shall have no responsibilities or liabilities for the completeness, accuracy and validity of the contents of any documents or instructions relating to securities issued by third party(s) to the Company. Any indication of investment shall not constitute any recommendation for the purchase and/or sale of securities. Clients shall conduct their own independent assessment and research on the contents of those documents or instruments. The securities prices for securities services are provided by other information provider(s) as selected by the Company. Whilst CMBIS and the other information provider(s) do not guarantee the accuracy and reliability of such information and shall not be responsible for any losses suffered by the clients as a result of inaccuracy and incompleteness of the information.

附表 5 美國股票網上電子交易服務申請 網上電子交易服務條款

1. 為保障閣下的利益，請勿在使用服務期間離開閣下的電腦。
2. 請勿公開閣下的客戶登入名稱及密碼，並請經常更改閣下的密碼。
3. 若發現登入密碼及交易密碼有任何遺失、被竊或未經授權使用，應立即通知本公司。
4. 若完成所有需處理的交易後，請緊記先行註銷“美國股票網上電子交易服務”，才流覽其他網頁。
5. 在正常情況下，每項經網上發出的交易指示，在指示完成後，有關交易指示會在完成欄內顯示，以確定交易已經被接納。若在處理指令期間，閣下的電腦出現故障，或互聯網路線中斷，以致未能確定交易是否已經完成，閣下可聯絡本公司職員查詢有關交易。
6. 開通網上交易，需繳付月費【 15 美元】（詳情請見官網 [美股業務—美股收費]）。
7. 如閣下欲取消美國股票網上證券交易服務，請預早一個月通知期。
8. 閣下已閱讀及明白並同意接受招銀證券“美國股票網上交易服務申請表”內之條款乃構成招銀證券現金戶協議書/保證金客戶協議書”的一部分。

聲明

凡使用本網站及其內容之使用者，必須自行承擔有關風險。在相關法律容許的範圍內，招銀證券無須因網站內容之錯誤或遺漏負上任何責任。系統反應和進入帳戶的時間會因為市場狀況系統表現及其它因素而影響。凡因設備或技述而造成的無法使用或不能連接及由此導致的直接、間接或不可抗力造成後果或損失，招銀證券一概不負任何責任。本公司及其員工對提供或轉發其他機構所提供任何證券或推介資料，有關內容完整、準確及有效性不作任何形式的保證，任何投資取向亦不構成任何買賣建議，閣下應進行獨立的評估及適當的研究，以對內容加以參考取捨。儘管本公司及/或其他由本公司選擇的資訊供應商會盡力確保所提供的資料的準確性及可靠性，本公司及/或其他由本公司選擇的資訊供應商並不保證資料的準確性及可靠性，亦不會承擔任何由於資料的不準確或不全而令閣下蒙受損失的責任。

附表 6 個人資料保障聲明

1. 本公司明白，本公司過去或日後可能需要不時應要求向貴公司提供個人資料，而在進行本協議預期的交易時，貴公司亦必須或可能進一步收集資料。（本附表 1 中，該等個人資料稱為「資料」）。
2. 本公司明白，如「客戶資料表」或其他檔要求提供資料，本公司則須必填寫資料，否則貴公司可能無法開立或維持帳戶，或無法在帳戶進行交易。
3. 本公司明白，貴公司從本公司收到之資料，可以提供予以下人士：
 - (a) 任何招商銀行集團成員；
 - (b) 任何代名人，而證券或其他資產是以該代名人的名義登記的；
 - (c) 為任何招銀國際集團成員或為其他經辦資料之人士提供行政、數據處理、財政、電腦、電訊、付款或證券結算、財務、專業服務或其他服務的任何承辦商、代理人或服務供應商；
 - (d) 代或為本公司與貴公司進行或提議進行交易之任何人士，或代表該等人士之人士；
 - (e) 本協議之任何受讓人、承讓人、參與者、次參與者、受委人、繼承人或獲更替本協議的人士；及
 - (f) 政府、監管機構或其他團體或機構，不論是因為適用於任何招銀國際集團成員的法律或規例要求或其他原因。
4. 本公司明白，本公司不時提供之資料可作下列用途：
 - (a) 執行本公司關於交易或其他事情的指令，及執行本公司之其他指示；
 - (b) 提供關於帳戶之服務，無論該等服務是否由或透過任何招銀國際集團成員或其他人士提供；
 - (c) 查詢或核實本公司之信用狀況，及確定本公司之財政狀況及投資目標，及協助其他人或使其他人能夠對本公司作出上述查證；
 - (d) 收取到期款項、強制執行抵押、押記或其他惠及貴公司及任何招銀國際集團成員之權利與權益；
 - (e) 推廣任何招銀國際集團成員現時及未來之服務或產品；
 - (f) 構成經辦資料的人士或任何招銀國際集團成員的紀錄之一部分；
 - (g) 遵守規限任何招銀國際集團成員或任何其他人士的法律、監管及其他要求；及
 - (h) 與以上任何一項或多項用途有關或附帶的其他用途。
5. 本公司明白，本公司有權索取該等資料的副本。本公司亦明白，本公司有權要求更正該等資料。如欲提出上述要求，請致函「香港中環夏慤道 12 號美國銀行中心 18 樓 1803-4 室招銀國際證券有限公司，資料保護主任收」。本公司明白，貴公司會就上述要求徵收費用。

Appendix 6-PERSONAL DATA PROTECTION STATEMENT

1. We understand that We may have been or may in future be requested to supply personal information from time to time to you relating to us, and in the carrying out of transactions contemplated under this Agreement, further information shall or may be collected by you (all such information is referred to as "Data" in this Schedule 1).
2. We understand that a request for the Data on the "Client Information Sheet" or otherwise shall oblige us to complete the same, and any failure so to do may result in you being unable to open or continue the Account, or unable to effect transactions under the Account.
3. We understand that you may provide the Data received from us to the following person:-
 - (a) any China Merchants Bank Group Member;
 - (b) any nominees in whose name securities or other assets may be registered;
 - (c) any contractor, agent or service provider which provides administrative, data processing, financial, computer, telecommunication, payment or securities clearing, financial, professional or other services to any CMBI Group Member or to any other person to whom the Data is passed;
 - (d) any person with whom you enter into or proposes to enter into transaction on our behalf or account, or persons representing the same;
 - (e) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom this Agreement is novated; and
 - (f) Governmental, regulatory or other bodies or institutions, whether as required by law, regulations applicable to any CMBI Group Member, or otherwise.
4. We understand that the purposes for which the Data provided by us from time to time may be used are:-
 - (a) Giving effect to our orders relating to transactions or otherwise, and carrying out our other instructions;
 - (b) Providing services in connection with the Account, whether the services are provided by or through any CMBI Group Member or any other person;
 - (c) Conducting credit enquiries or checks on us and ascertaining our financial situation and investment objectives, and enabling or assisting any other person to do;
 - (d) Collection of amounts due, enforcement of security, charge or other rights and interests in favour of you and any CMBI Group Member;
 - (e) Marketing existing and future services or products of any CMBI Group Member;
 - (f) Forming part of the records of the persons or any CMBI Group Member to whom the Data may be passed;
 - (g) Observing any legal, regulatory or other requirements to which any CMBI Group Member or any other persons may be subject; and
 - (h) Other purposes related or incidental to any one or more of the above.
5. We understand that We may request a copy of such Data. We also understand that We may request the correction of the Data. Any such request may be addressed to the Data Protection Officer of CMB International Securities Limited at the address of Rooms 1803-4, 18/F., Bank of America Tower, 12 Harcourt Road, Central, Hong Kong. We understand that a fee shall be charged by you for any such request.