



日發證券有限公司  
**RIFA SECURITIES LIMITED**  
(香港證監會註冊號碼 AAA537)

日發期貨有限公司  
**RIFA FUTURES LIMITED**  
(香港證監會註冊號碼 ARP340)

本開戶表格需與客戶綜合協議一併閱讀。客戶協議亦可於本公司網頁查閱。  
This account opening form should be read together with the client master agreement.  
The client master agreement could be also viewed on our official website.

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開戶表格 ( 個人 / 聯名賬戶 )

**Account Opening Form – (Individual/Joint Account)**

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自 2019 年 4 月起生效

**Effective from April, 2019**



日發證券有限公司 / 日發期貨有限公司

RIFA SECURITIES LIMITED /  
RIFA FUTURES LIMITED

香港軒尼詩道28號7樓全層 Level 7, 28 Hennessy Road, Hong Kong

日發證券有限公司(“日發證券”)為證券及期貨事務監察委員會(“證監會”)註冊為持牌法團(CE編號AAA537)以及香港聯合交易所有限公司(“聯交所”)的交易所參與者。

RIFA SECURITIES LIMITED (“Rifa Securities”) is registered with Securities and Future Commission (“SFC”) as a licensed corporation (CE No. AAA537) and an exchange participant of The Stock Exchange of Hong Kong Limited (“SEHK”).

日發期貨有限公司(“日發期貨”)為證券及期貨事務監察委員會(“證監會”)註冊為持牌法團(CE編號ARP340)以及香港期貨交易所有限公司(“期交所”)的交易所參與者。

RIFA FUTURES LIMITED (“Rifa Futures”) is registered with Securities and Future Commission (“SFC”) as a licensed corporation (CE No. ARP340) and an exchange participant of Hong Kong Futures Exchange Limited (“HKFE”).

For office use only

賬戶號碼 A/C No.:

經紀人號碼 AE No.:

1. 客戶資料 CLIENT INFORMATION

<b>客戶類別 Client Type</b> <input type="checkbox"/> 個人賬戶 Individual Account <input type="checkbox"/> 聯名賬戶 Joint Account      (兩位賬戶持有人均須填寫資料 Both account holders should fill in the information)	
<b>賬戶類別 Account Type(s)</b> <input type="checkbox"/> *證券賬戶 (現金) Securities Account (Cash) <input type="checkbox"/> *證券賬戶 (保證金) Securities Account (Margin) <input type="checkbox"/> 期貨賬戶 Futures Account *不可同時開立現金及保證金賬戶 *Can only choose one from cash or margin account	<b>網上交易服務 Electronic Trading Services</b> 是否開通電子交易服務? Those accounts require electronic trading services? <input type="checkbox"/> 是 YES <input type="checkbox"/> 否 NO <b>環球股票 Global stock</b> <input type="checkbox"/> 是 YES <input type="checkbox"/> 否 NO

第一客戶 PRIMARY CLIENT

客戶名稱 Client Name: 先生 / 女士 / 太太 / 小姐 Mr. / Ms. / Mrs. / Miss 英文 English:	客戶名稱 Client Name: 中文 Chinese:	
身份證/護照號碼 I.D. No. / Passport No.:	出生日期 Date of Birth: (日/月/年)(DD/MM/YYYY)	國籍 Nationality:
居住地址 Residential Address: (不接受郵政信箱 Do not accept P.O. Box)		郵編 Postal Code:
通訊地址 Correspondence Address: (如與以上不同 If different from above)		郵編 Postal Code:
住宅電話 Residential Telephone No.: ( )	辦公室電話 Office Telephone No.: ( )	
手提電話 Mobile Telephone No.: ( )	傳真號碼 Facsimile No.: ( )	
電郵地址 E-mail Address: *適用於網上交易及/或電子賬單服務 For internet trading and/or electronic statement		
職業 Occupation:	業務性質 Nature of Business:	任職年期 Year(s) with Employer:
僱主名稱/公司名稱 Name of Employer/Company:		
僱主地址/公司地址 Address of Employer/Company:		郵編 Postal Code:
所有交易確認通知書、賬戶結單送至 All trading confirmation statements and statement of account to be sent to: <input type="checkbox"/> 電郵 E-Mail <input type="checkbox"/> *居住地址 Residential Address <input type="checkbox"/> *通訊地址 Correspondence Address *若客戶選擇透過居住地址或通訊地址接收交易確認通知書或賬戶結單, 將收取每月港幣二百元服務費。(只適用於香港境外客戶) *HK\$200 per month will be charged if you choose the Residential Address or Correspondence Address for receiving trading confirmation and statements of account. (Applicable for the non-Hong Kong client(s) only)		

投資經驗及目標 INVESTMENT EXPERIENCE AND OBJECTIVE

投資經驗 Investment Experience:		
股票 Securities	<input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience	<input type="checkbox"/> 沒有 No
期貨及期權 Futures & Options	<input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience	<input type="checkbox"/> 沒有 No
外匯及商品 Forex & Commodity	<input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience	<input type="checkbox"/> 沒有 No
債券 Bond	<input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience	<input type="checkbox"/> 沒有 No
沽空經驗 Short Sale Experience	<input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience	<input type="checkbox"/> 沒有 No
其它 Other: _____	<input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience	<input type="checkbox"/> 沒有 No
投資目標 Investment Objective:		
<input type="checkbox"/> 資本增值 Capital growth	<input type="checkbox"/> 投機 Speculation	<input type="checkbox"/> 對沖 Hedging
<input type="checkbox"/> 股息回報 Dividend return	<input type="checkbox"/> 其它 Other 請註明(please specify)	
客戶可承受風險程度 Client Risk Tolerance Level:		
<input type="checkbox"/> 高風險 High Risk	<input type="checkbox"/> 中等風險 Intermediate Risk	<input type="checkbox"/> 低風險 Low Risk

衍生產品的認識 KNOWLEDGE OF DERIVATIVES

曾接受有關介紹一般衍生產品之性質及風險的培訓或課程(例如:由學術機構或金融機構所提供之網上課程或教室課程) Had undergone training or attended courses that provide general knowledge of the nature and risks of derivatives	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No
曾經或現時從事與衍生產品有關之工作 Had been or is currently engaged in work related to derivatives products	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No
過去三年內已進行多少宗結構性或衍生產品的交易(例如: 衍生權證、牛熊證、股票期權、期貨、商品、結構性產品及交易所買賣基金等。 Number of structured or derivative products (e.g. Derivative Warrants, Callable Bull/ Bear Contracts, Stock Options, Futures, Commodities, Structured Products and ETFs, etc.) transactions executed in the past three years	<input type="checkbox"/> 五次或以上 Five times or more <input type="checkbox"/> 五次以下 Less than five times

**客戶財務資料 CLIENT FINANCIAL INFORMATION**

收入來源 Source of Income: <input type="checkbox"/> 薪金 Salary <input type="checkbox"/> 佣金 Commission <input type="checkbox"/> 租金 Rent <input type="checkbox"/> 利息 Interest <input type="checkbox"/> 退休金 Pension <input type="checkbox"/> 沒有 No <input type="checkbox"/> 其它 Other :
每年收入 Annual Income: <input type="checkbox"/> Below HK\$200,000 <input type="checkbox"/> HK\$200,000-HK\$500,000 <input type="checkbox"/> HK\$500,001-HK\$1,000,000 <input type="checkbox"/> HK\$1,000,001-HK\$2,000,000 <input type="checkbox"/> HK\$2,000,001-HK\$3,000,000 <input type="checkbox"/> Over HK\$3,000,000
估計個人總資產淨值 Estimated Total Net Asset Worth: <input type="checkbox"/> Below HK\$1,000,000 <input type="checkbox"/> HK\$1,000,000-HK\$5,000,000 <input type="checkbox"/> HK\$5,000,001-HK\$10,000,000 <input type="checkbox"/> HK\$10,000,001-HK\$20,000,000 <input type="checkbox"/> HK\$20,000,001-HK\$30,000,000 <input type="checkbox"/> Over HK\$30,000,000
住所 Residence: <input type="checkbox"/> 租用物業 Rented <input type="checkbox"/> 自有物業 Self-owned <input type="checkbox"/> 按揭物業 Mortgage <input type="checkbox"/> 公司宿舍 Company Quarter <input type="checkbox"/> 與家人同住 Living with Family <input type="checkbox"/> 其它 Other : _____

**第二客戶 SECONDARY CLIENT(只適用於聯名戶 For Joint Account Only)**

客戶名稱 Client Name: 先生 / 女士 / 太太 / 小姐 Mr. / Ms. / Mrs. / Miss 英文 English:	客戶名稱 Client Name: 中文 Chinese:	
身份證/護照號碼 I.D. No. / Passport No.:	出生日期 Date of Birth: (日/月/年)(DD/MM/YYYY)	國籍 Nationality:
居住地址 Residential Address:	郵編 Postal Code:	
住宅電話 Residential Telephone No.: ( )	辦公室電話 Office Telephone No.: ( )	
手提電話 Mobile Telephone No.: ( )	傳真號碼 Facsimile No.: ( )	
電郵地址 E-mail Address: *適用於網上交易及/或電子賬單服務 For internet trading and/or electronic statement	與第一客戶關係 Relationship with Primary Client:	
職業 Occupation :	業務性質 Nature of Business :	任職年期 Year(s) with Employer:
僱主名稱/公司名稱 Name of Employer/Company:		
僱主地址/公司地址 Address of Employer/Company:		郵編 Postal Code:

**投資經驗及目標 INVESTMENT EXPERIENCE AND OBJECTIVE**

投資經驗 Investment Experience:
股票 Securities <input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience <input type="checkbox"/> 沒有 No
期貨及期權 Futures & Options <input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience <input type="checkbox"/> 沒有 No
外匯及商品 Forex & Commodity <input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience <input type="checkbox"/> 沒有 No
債券 Bond <input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience <input type="checkbox"/> 沒有 No
沽空經驗 Short Sales Experience <input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience <input type="checkbox"/> 沒有 No
其它 Other : _____ <input type="checkbox"/> 有, ___年經驗 Yes, for ___ year(s) experience <input type="checkbox"/> 沒有 No
投資目標 Investment Objective:
<input type="checkbox"/> 資本增值 Capital growth <input type="checkbox"/> 投機 Speculation <input type="checkbox"/> 對沖 Hedging
<input type="checkbox"/> 股息回報 Dividend return <input type="checkbox"/> 其它 Other 請註明(please specify)
客戶可承受風險程度 Client Risk Tolerance Level:
<input type="checkbox"/> 高風險 High Risk <input type="checkbox"/> 中等風險 Intermediate Risk <input type="checkbox"/> 低風險 Low Risk

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曾經或現時從事與衍生產品有關之工作 Had been or is currently engaged in work related to derivatives products	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No
過去三年內已進行多少宗結構性或衍生產品的交易(例如: 衍生權證、牛熊證、股票期權、期貨、商品、結構性產品及交易所買賣基金等。 Number of structured or derivative products (e.g. Derivative Warrants, Callable Bull/ Bear Contracts, Stock Options, Futures, Commodities, Structured Products and ETFs, etc.) transactions executed in the past three years	<input type="checkbox"/> 五次或以上 Five times or more <input type="checkbox"/> 五次以下 Less than five times

**客戶財務資料 CLIENT FINANCIAL INFORMATION**

收入來源 Source of Income: <input type="checkbox"/> 薪金 Salary <input type="checkbox"/> 佣金 Commission <input type="checkbox"/> 租金 Rent <input type="checkbox"/> 利息 Interest <input type="checkbox"/> 退休金 Pension <input type="checkbox"/> 沒有 No <input type="checkbox"/> 其它 Other :
每年收入 Annual Income: <input type="checkbox"/> Below HK\$200,000 <input type="checkbox"/> HK\$200,000-HK\$500,000 <input type="checkbox"/> HK\$500,001-HK\$1,000,000 <input type="checkbox"/> HK\$1,000,001-HK\$2,000,000 <input type="checkbox"/> HK\$2,000,001-HK\$3,000,000 <input type="checkbox"/> Over HK\$3,000,000



### 3. 身份聲明表格 - 適用於《海外賬戶稅務合規法案》(FATCA)

#### IDENTITY DECLARATION FORM – APPLICABLE TO FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

##### 美國指標問卷 (必須作答) US Indicia Questionnaire (Mandatory)

本部分允許您/您們根據《海外賬戶稅務合規法案》(“FATCA”) 申報閣下的身份。

This section allows you/any of you to declare your identity under the Foreign Account Tax Compliance Act (“FATCA”) classification.

您/您們是否擁有以下任何一項美國指標？ Do you/any of you possess any of the following U.S. indicia?

1. 美國公民 / 繳納美國稅務的居民 (如美國護照 / 綠卡持有者、美國納稅人等) U.S. Citizenship / tax residency (e.g. U.S. passport / Green Card Holder, U.S. Taxpayer, etc)	<input type="checkbox"/> 是 Yes / <input type="checkbox"/> 否 No
2. 美國出生地 Place of birth in U.S.	<input type="checkbox"/> 是 Yes / <input type="checkbox"/> 否 No
3. 美國地址 (如居住地址、郵寄地址等) U.S. address (e.g. residential address, correspondence address, P.O. Box, etc)	<input type="checkbox"/> 是 Yes / <input type="checkbox"/> 否 No
4. 美國電話號碼 (如住宅、工作、流動、傳真號碼等) US contact number (e.g. home, work, mobile, fax numbers, etc)	<input type="checkbox"/> 是 Yes / <input type="checkbox"/> 否 No
5. 從日發向美國之戶口發出常行指示 Standing Instructions from Rifa to an account maintained in the US	<input type="checkbox"/> 是 Yes / <input type="checkbox"/> 否 No
6. 賬戶的獲授權人為美國地址的人士 The current power of attorney or signatory authority granted to a person with US address	<input type="checkbox"/> 是 Yes / <input type="checkbox"/> 否 No
7. 郵件轉交或保留地址為美國地址 Address is “in care of” or “hold mail” or U.S. P.O. Box	<input type="checkbox"/> 是 Yes / <input type="checkbox"/> 否 No

#### 資料披露授權 Consent to disclosure of information

A	非美國人士，及沒有美國指標 Non-US individuals(s) with no US indicia	<input type="checkbox"/>
B	非美國人士，但具美國指標 Non-US individual(s) with US indicia	<input type="checkbox"/>
C	美國人士 US Individual(s) TIN No.: _____	<input type="checkbox"/>
本人/吾等同意日發匯報本人/吾等的個人資料予美國稅務局及/或相關本地及/或外地司法、稅務或其他監管機構，以遵從 FATCA 的合規法案的規定。 I/We hereby grant consent to Rifa International to report my/our personal information to U.S. IRS or applicable local/foreign regulators or tax authorities in order to compile with the requirements of FATCA.		<input type="checkbox"/> 是 Yes / <input type="checkbox"/> 否 No
為符合美國稅務局及/或相關本地及/或外地司法、稅務或其他監管機構的要求，客戶可能需要提交個人身份證明文件 (如美國稅務局的 W-8 或 W-9 表格)；若未能提供該文件證明及/或不給予日發以上同意，此賬戶會被列為拒絕披露資料賬戶，日發將會向美國稅務局匯報該等拒絕披露資料的相關美國賬戶結餘、收支總額及數量的「綜合資料」。		
To compile with the U.S. IRS or applicable local/foreign regulators or tax authorities requirements, client(s) may require(s) providing self-certification (which may be on an IRS Form W-8 or W-9) and/or do not give the above consent to Rifa. The Account will be treated as a Non-Consenting U.S. Account. Rifa will report “aggregate information” of account balances, payment amounts and number of non-consenting U.S. accounts to the U.S. IRS.		

有關《海外賬戶稅務合規法案》和其他適用法律的聲明和協定

#### Notice and Agreement relating to Foreign Account Tax Compliance Act and other Applicable Laws

客戶確認符合《海外賬戶稅務合規法案》(FATCA) 和其他適用法律

Acknowledgement of compliance with Foreign Account Tax Compliance Act (“FATCA”) and other applicable law

閣下承認日發須遵從、遵守或履行法律、法規、命令、指引、守則和包括 FATCA 適用規定的要求、或任何法律、監管、政府、稅務、執法或其他機關，或全融服務供應商的自律監管或行業組織或協會的要求，包括但不限於美國的稅務局 (下簡稱「監管機構」) 在不同的司法管轄區 (以下簡稱「適用規定」) 不時頒布及修訂的協定。在這方面，閣下同意我們可以根據本表格列明的每種情況，向任何監管機構透露閣下的個人資料或扣留任何支付給閣下的款項，以確保我們遵從適用規定。

You acknowledge that Rifa may be obliged to comply with, observe or fulfill the requirements of the law regulations, orders, guidelines, codes, and requirement including the applicable requirements under FATCA or of agreements with any legal regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong, including by not limited to, the Internal Revenue Service of the United States of America (the “Authorities” and each an “Authority”) in various jurisdictions as promulgated and amended from time to time (the “Applicable Requirements”). In this connection, you agree that Rifa may disclose your particulars to any Authority, or withhold payments otherwise payable to you, in ease case in circumstances as specified in this form, for the purpose of ensuring our compliance or adherence with the applicable requirements.

在本聲明和協定中，「合規要求」指根據下列各項對日發施加的義務：

- 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
- 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或守則；
- 日發因其位於或跟相關本地或外地法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾。

In this Notice and Agreement “Compliance Requirements” refer to obligations imposed on Rifa under or pursuant to:

- any laws binding or applying to it within or outside Hong Kong existing currently and in the future;
- any guidelines or codes given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong existing currently and in the future; and
- any present or future contractual or other commitments with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers that are assumed by or imposed on the Rifa by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations.

#### 1. 資料披露 Disclosure of Information

閣下同意並接受日發、其職員及任何其他因工作、職責或職權範圍而可接觸到日發內有關閣下個人及賬戶資料的記錄、登記冊或任何通訊或材料 (「個人資料」) 的人士，根據任何適用的合規要求，向以下機構披露任何該等個人資料：

- 日發任何分行、控股公司、代表辦事處、附屬公司或聯屬機構，不論是位於何處及在香港境內或境外；及
- 任何本地或外地的法律、監管、政府、稅務、執法或其他機構、或金融服務供應商的自律監管或行業組織或協會，包括但不限於不論目前或將來存在的任何結算及

交收機構。

閣下承諾及同意，就按照任合規要求所須作出的披露，向閣下任何相聯者(包括閣下法律及衡平法上的擁有人及付款的收款人)索取此項同意及授權。

You consent to and authorize Rifa, its staff and any other person who by reason of their scope of work or capacity or office have access to Rifa's records, registers or any correspondences or materials with regard to Your personal and account information ("Personal Information") to disclose any of the Personal Information, where such disclosure is required under any applicable Compliance Requirements, to:

- a) any of the Rifa's branches, holding company, representative offices, subsidiaries and affiliates, wherever situated and which may be within or outside of Hong Kong; and
- b) any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers, including but not limited to any settlement and clearing agencies, all of which may be within or outside Hong Kong and may be existing currently and in the future.

You undertake and agree to obtain this consent and authorization from any person associated with you, including your legal and equitable owners and payment recipients, in respect of which the disclosures may be required under any compliance requirements.

2. 就查詢予以合作 Cooperation with Enquiries

閣下將對日發為遵守任何合規要求而作出的任何查詢予以充分合作，包括盡速提供所有必需的相關資料、詳情及/或文件，以便日發遵從該等要求。

You will cooperate fully in respect of any enquiries that Rifa may make for the purpose of compliance with any compliance requirements, including promptly providing all relevant information, details and/or documents as may be necessary to enable Rifa to comply with the same.

3. 情況變更通知 Notification on changes in circumstances

閣下將盡速以書面通知日發下述任何變更：

- a) 閣下的資料、狀況、身分，包括任何有關公民身分、居所、稅務上的常駐國家、記錄上的地址、電話、傳真號碼或電郵地址的變更；及
- b) (如適用) 閣下的組織章程、股東、合夥人、董事或公司秘書、或閣下業務的性質。

You will promptly notify Rifa in writing of any changes in:

- a) Your particular(s), circumstance(s), status, including any changes in citizenship, residence, tax residency, address(es) on record, telephone or facsimile number or email address; and
- b) (where applicable) Your constitution, shareholders, partners, directors or company secretary, or the nature of Your business.

4. 預扣付款 Withholding Payments

日發應向閣下支付的任何款項須受所有適用法律和法規約束，包括合規要求及相關結算交收機構訂明的規則、任何預扣稅要求、外匯限制或管制。閣下同意及確認，日發可依據上文履行或安排履行下述事宜：代扣任何應付予閣下的款項，將任何該等款項存入雜項或其他戶口及/或保留該等款項以待釐定上述預扣稅要求、外匯限制或管制的適用性，而無需通知閣下或對閣下負上任何責任。對於因上述代扣、保留或存入款項而可能導致的任何損失，日發概不負責。

Any sum that may be payable by Rifa to You shall be subject to all applicable laws and regulations, including Compliance Requirements and rules prescribed by the relevant settlement and clearing agencies, any withholding tax requirements, foreign exchange restrictions or control. You agree and acknowledge that pursuant to the foregoing, Rifa may, without notice or liability to You, perform, or cause to be performed, withholding of any monies payable to You, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirements, foreign exchange restrictions or control. Rifa shall not be liable for any losses that may be incurred by reason of such withholding, retention or deposit.

5. 賬戶終止 Account Termination

閣下同意，如閣下未能遵從本聲明和協定內任何要求，日發有權隨時凍結任何交易、轉移任何安排，或終止閣下所有或任何賬戶或與日發訂立的協議或安排，而無需給予任何理由或通知。

You agree that Rifa has the right to block transactions, transfer arrangements or terminate all or any of Your accounts or the agreements or arrangements entered into between You and Rifa at any time without having to give any reason or notice if You fail to comply with any of the requirements under this Notice.

6. 條款及細則修訂及更新 Revise/Update of Terms & Conditions

為符合美國稅務局及/或相關本地及/或外地司法、稅務或其他監管機構的要求，日發保留對此等條款及細則作不定時修訂及更新之權利，且日發不需就對此等條款及細則進行修訂及更新而作任何通知。日發擁有最終決定權。

To comply with the U.S. IRS or applicable local/foreign regulators or tax authorities requirements, Rifa may revise or update the terms and conditions from time to time without prior notice to you. Rifa reserves the right to make the final decision.

\* 中英文版本如有任何歧義，概以英文版本為準。

Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail

\* “日發”指日發證券有限公司 / 日發期貨有限公司

"Rifa" means Rifa Securities Co. Limited or Rifa Futures Co. Limited

客戶聲明 Declaration by client

本人/吾等確認本人/吾等所提供的資料是真實、準確及完整的。

I/We hereby confirm the information provided by me/us is true, accurate and complete.

本人/吾等同意並承諾，倘向日發提供的資料有任何變更，本人/吾等會於 7 個工作天內通知日發。

I/We agree and undertake to notify Rifa within 7 working days if there is a change in any information which I have provided to Rifa.

本人/吾等將就日發因履行 FATCA 義務及/或向美國稅務機構關於披露資料所引起或產生的任何損失、訴訟、成本、開支(包括但不限於理賠中支付的款項、合理的律師和顧問費、專家費用)、索償、損害或債務提供彌償，並保證日發不致蒙受相關損害。

I/We will indemnify and hold harmless Rifa from any loss, action, cost, expense (including but not limited to sums paid in settlement of claims, reasonable attorney's and consultant fees, and expert fees), claim, damages, or liability which arises or is incurred by Rifa in discharging its obligations under FATCA and/or as a result of disclosures to the US tax authorities.

本人/吾等確認並接受稅務要求通知的規定，並明白並接受此有關《海外賬戶稅務合規法》和其他適用法律的聲明和協定將為客戶協議之一部分，本人/吾等明白倘未能提供所需表格及/或資料，則日發將無法為本人/吾等開立賬戶。

I/We hereby confirm and accept the Notice and Agreement relating to Foreign Account Tax Compliance Act and other Applicable Laws and understand and accept that such Notice will form part of the Client Agreement and Rifa will not be able to setup an account for me/us if the requested form(s) and/or information are not provided.

#### 4. 客戶聲明 DECLARATION BY CLIENT

本人/吾等(下述簽署客戶/聯名客戶)確認:

本開戶表格的客戶資料均屬真實及正確。日發證券及/或日發期貨完全可以依靠這些資料及陳述作適當用途(包括任何日發證券及/或日發期貨收到的客戶更新資料之書面通知)。客戶授權日發證券及/或日發期貨可在任何時間聯絡任何人,包括客戶的銀行、經紀等或任何信貸機構,藉以確定及查證本開戶表格內的資料。本人/吾等明白使用任何日發證券及/或日發期貨之服務前,當已閱讀及明白日發證券之最新版本的客戶綜合協議書(“日發證券協議書”)及/或日發期貨之最新版本的客戶綜合協議書(“日發期貨協議書”)而本文件乃該等協議書的一部份。本人/吾等現申請開立現金賬戶/保證金賬戶及/或期貨賬戶,並同意接受可不時被修改的日發證券協議書包括但不限於其一般條款及附表 A - 現金賬戶之附加條款/附表 B - 保證金賬戶之附加條款及/或日發期貨協議書包括其一般條款及所有相關的附表所約束。本人/吾等確認已獲日發證券及/或日發期貨提供按本人/吾等選擇的語言(中文/英文) 附於本表之風險披露聲明,並提出問題及徵求獨立的意見(如本人/吾等有此意願)。本人/吾等:

在此以書面通知及確認並授權日發證券及/或日發期貨行使在**客戶款項常設授權書 (序列編碼:SI201607)**內的全部常設授權。此項授權由本人/吾等按開戶表格的簽署日期起計為期不超過 12 個月,並可按照客戶款項常設授權書內具體列明的適用法律及規則續訂權限或被視為續訂權限。本人/吾等確認日發證券及/或日發期貨已按本人/吾等選擇的語言(英文或中文)提供了客戶款項常設授權書之副本。

在此以書面通知及確認並授權日發證券及/或日發期貨行使在**授權及賠償事宜授權書 (序列編碼:AI201607)** 內的全部授權,並同意接受可不時被修改的授權及賠償事宜授權書作為本協議書的一部份。本人/吾等確認日發證券及/或日發期貨已按本人/吾等選擇的語言(英文或中文)提供了授權及賠償事宜授權書之副本。

在此以書面通知及確認及接受日發證券及/或日發期貨在**網上交易服務協議書(序列編碼:IN201607)** 內的全部條款及細則,並同意接受可不時被修改的網上交易服務協議書作為本協議書的一部份。本人/吾等確認日發證券及/或日發期貨已按本人/吾等選擇的語言(英文或中文)提供了授權及賠償事宜授權書之副本。

The information contained in this Client Information Form is true and accurate. Rifa Securities and/or Rifa Futures is/are entitled to rely fully on such information and representations for applicable purposes (including any change hereof in writing as received by Rifa Securities and/or Rifa Futures). Rifa Securities and/or Rifa Futures is/are authorized at any time to contact anyone, including my banks, brokers or any credit agency, for the purpose of verifying the information provide on this Client Information Form. I/We, the undersigned Client(s), confirm that prior to usage of any of Rifa Securities and/or Rifa Futures service(s), have read and understood the provisions of the current version of the Client Master Agreement of Rifa Securities (“Rifa Securities Agreement”) and/or the current version of the Client Master Agreement of Rifa Futures (“Rifa Futures Agreement”) of which this/these document(s) forms a part of the Rifa Securities Agreement/Rifa Futures Agreement. I/We hereby apply to open the Cash Account/Margin Account and/or Futures Account and agree to be bound by the Rifa Securities Agreement including without limitation to its General Terms and Conditions and Schedule A – Additional Terms for Cash Account/ Schedule B – Additional Terms for Margin Account and/or the Rifa Futures Agreement including its General Terms and Conditions and all other relevant Schedule(s) as the same may be amended from time to time. I/We acknowledge and confirm that Rifa Securities and/or Rifa Futures has/have provided the Risk Disclosure Statement annexed hereto in a language of my/our choice (Chinese/English) and I/we have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice (if I/we wish). I/We:

hereby give you notice in writing that I/we confirm and authorize Rifa Securities and/or Rifa Futures to exercise all the powers of the Standing Authorities under the **Client Standing Authority ( Serial #: SI201607)**. This authority is given for a period of not more than twelve months from the date on which I /We sign on this account opening form and may be renewed or deemed to be renewed in accordance with the applicable laws and rules and as specified in the Client Standing Authority. I/We hereby confirm that I/We have been provided the Client Standing Authority of Rifa Securities and/or Rifa Futures in a language of my/our choice.

hereby give you notice in writing that I/we confirm and authorize Rifa Securities and/or Rifa Futures to exercise all the authorization powers under the **Authorization and Indemnity Agreement ( Serial #: AI201607)**, I/We hereby agree to be bound by the terms and conditions and all other relevant Schedule(s) as the same and may be amended from time to time. I/We hereby confirm that I/We have been provided the Authorization and Indemnity Agreement of Rifa Securities and/or Rifa Futures in a language of my/our choice.

hereby give you notice in writing that I/we confirm and accept all the terms & conditions of Rifa Securities and/or Rifa Futures under the **Electronic Trading Services Agreement ( Serial #: IN201607)**, I/We hereby agree to be bound by the terms and conditions and all other relevant Schedule(s) as the same and may be amended from time to time. I/We hereby confirm that I/We have been provided the Electronic Trading Services Agreement of Rifa Securities and/or Rifa Futures in a language of my/our choice.

**適用於客戶協議之條款及表格 (✓ 如適用) / Applicable terms and conditions in the Client's Agreement (✓ If applicable)**

(A) 客戶款項常設授權書(SI201607) / Client Standing Authority (SI201607)

(B) 客戶證券及證券抵押品常設授權書(SC201607) / Standing Authority - Client Securities and Securities Collateral (SC201607)

(C) 授權及賠償事宜授權書 (AI201607) / Authorization and Indemnity Agreement (AI201607)

(D) 網上交易服務協議書 (IN201607) / Electronic Trading Services Agreement (IN201607)

(E) 身份聲明表格 - 適用於《海外賬戶稅收合規法案》 / Identity Declaration Form – Applicable to FATCA

(F) W-8BEN 表格 (非美國公民聲明) / W-8BEN Form (US Certificate of Foreign Status)

(G) 市場資料訂閱協議 (期貨賬戶適用) / Market Data Subscription Agreement (Applicable for Futures Account)

(H) 非專業人員自我證明書 (期貨賬戶適用) / Non-Professional Self-Certification Form (Applicable for Futures Account)

\*本人聲明是否否 芝加哥商業交易所指之專業投資者 / \* I declare that I am  am not  the professional investor defined by CME.

<p><b>客戶簽署 Primary Client Signature:</b> (如屬聯名賬戶, 第一位聯名客戶簽署) (For Joint Account, the First Named Joint Account Holder's Signature)</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div> <p>日期 Date:</p>	<p><b>客戶簽署 Secondary Client Signature:</b> (如屬聯名賬戶, 第二位聯名客戶簽署) (For Joint Account, the Second Named Joint Account Holder's Signature)</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div> <p>日期 Date:</p>
<p><b>見證人簽署 Witness Signature:</b></p> <p>日期 Date:</p>	<p><b>見證人姓名 Witness Name:</b></p> <p>中央編號 CE No.:</p>

#### 5. 日發持牌代表聲明 DECLARATION BY RIFA LICENSED REPRESENTATIVE

本人已經按客戶明白的語言(中文/英文)向 \_\_\_\_\_ (客戶姓名) 清楚解釋《風險披露聲明書 --- 證券交易賬戶》及/或《風險披露聲明書 --- 期貨交易賬戶》#的內容(視屬何情況而定), 並已邀請客戶閱讀該風險披露聲明, 提出問題及徵求獨立的意見(如客戶有此意願)。

I have fully explained the contents of the “Risk Disclosure Statement --- Securities Trading Account” and/or “Risk Disclosure Statement --- Futures Trading Account” # (if applicable) to \_\_\_\_\_ (Name of Client(s)) in a language (Chinese/English) which the client(s) fully understand(s) and have invited the client(s) to read the Risk Disclosure Statement, ask(s) questions and take(s) independent advice if required.

<p><b>持牌代表簽署 Signed by Licensed Representative:</b></p> <p>日期 Date:</p>	<p><b>持牌代表全名 Full Name of Licensed Representative:</b></p> <p>中央編號 CE No.:</p>
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# 請刪去如不適用 Please delete if not applicable

## 客戶證券及證券抵押品常設授權書

本授權書為本人/ 吾等授予貴公司之正式通知和常設授權書，於開戶表格內之簽署日起生效。除非另有說明，本授權書之名詞與證券及期貨條例及證券及期貨（客戶證券）規則及其不時修訂之定義具有相同意思。

鑑於 貴公司同意繼續維持本人/ 吾等之證券保證金賬戶，本人/ 吾等同意並授權 貴公司以下列一種或多於一種方式處理不時由 貴公司代本人/ 吾等收取或持有的證券及證券抵押品，毋須進一步通知本人/ 吾等或取得本人/ 吾等的同意：

1. 依據證券借貸協議運用任何有關證券或證券抵押品；
2. 將任何有關證券抵押品存放於認可財務機構，作為提供予 貴公司的財務通融的抵押品；
3. 將任何有關證券抵押品存放於獲香港中央結算有限公司或另一獲發牌或獲註冊進行證券交易的中介人，作為解除和清償 貴公司在交收上的義務和法律責任的抵押品；及
4. 於顧及任何適用的法律或監管要求的情況下以 貴公司認為適當的方式對待及處理有關證券及證券抵押品。

本人/ 吾等確認本授權書不影響 貴公司為解除由本人/ 吾等或代本人/ 吾等對 貴公司或第三者所負法律責任，而處置本人/ 吾等之證券或證券抵押品的權利。

本授權書的有效期為十二個月，自本授權書之日起計有效。如本人/ 吾等之證券保證金賬戶概無欠負貴公司任何債項的情況下，本人/ 吾等可以向 貴公司位於上述所列明之地址發出書面通知，撤回本授權書。該等通知之生效日期為 貴公司確實收到該等通知後之7 個工作日起計。

本人/ 吾等明白貴公司若在本授權書的有效期屆滿前14 日之前，向本人/ 吾等發出書面通知，提醒本人/ 吾等授權書即將屆滿，而本人/ 吾等沒有在此授權屆滿前反對此授權續期，本授權書應當作在不需要本人/ 吾等的書面同意下按持續的基準已被續期（即之後十二個月）。

本人/ 吾等明白現時並無任何法例規定本人/ 吾等必須簽署此授權書；然而 貴公司可能需要此授權書，以便例如向本人/ 吾等提供保證金貸款或獲許將有關本人/ 吾等的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。本人/ 吾等亦明白倘若本人/ 吾等簽署此授權書，而本人/ 吾等的證券或證券抵押品已借出予或存放於第三方，該等第三方將對本人/ 吾等的證券或證券抵押品具有留置權或作出押記。雖然 貴公司根據本人/ 吾等的授權而借出或存放屬於本人/ 吾等的證券或證券抵押品須對本人/ 吾等負責，但 貴公司的失責行為可能會導致本人/ 吾等損失本人/ 吾等的證券或證券抵押品。本人/ 吾等同意並確認 貴公司有權收取及保留任何由於處理本人/ 吾等的證券或證券抵押品所產生的任何報酬、收入、回傭或其他利益而無須向本人/ 吾等負責。

本人/ 吾等就本授權書的內容已獲得解釋，並且本人/ 吾等充分明白及同意本授權書的內容。

客戶簽署:	
日發證券賬戶號碼：	
客戶名稱：	
日期：	

## Standing Authority – Client Securities and Securities Collateral

This Standing Authority serves as my/our official notification and standing authority to you with effect from the date of execution of the Account Opening Form. Unless otherwise stated, the terms used in this Standing Authority shall have the same meanings as in the Securities and Futures Ordinance and the Securities and Futures (Client Securities) Rules as amended from time to time.

In consideration of your agreeing to continue to maintain securities margin account(s) for me/us, I/we have authorized you to deal with my/our securities and securities collateral from time to time received or held by you on my/our behalf in one or more of the following ways without further notice to or consent from me/us:

1. to apply any of my/our securities or securities collateral pursuant to a securities borrowing and lending agreement;
2. to deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you;
3. to deposit any of the securities collateral with the Hong Kong Securities Clearing Company Limited or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities; and
4. to treat and deal with the securities and securities collateral in such manner as you consider appropriate taking into account any applicable legal or regulatory requirement from time to time.

I/We acknowledge that this authority shall not affect your right to dispose of my/our securities or securities collateral in settlement of any liability owed by or on my/our behalf to you or a third party.

This authority is valid for a period of 12 months from the date of this letter. I/We can revoke this authority by giving you written notice at the address specified above provided that there is no indebtedness owing to you in my/our securities margin account and such notice shall take effect upon expiry of 7 business days from the date of actual receipt of such notice.

I/We understand that this authority shall be deemed to be renewed on a continuing basis (for a period of coming 12 months) without my/our written consent if you have issued to me/us a written reminder at least 14 days prior to the expiry of the authority, and I/we do not object to such deemed renewal before such expiry date.

I/We understand that I/we are not required by any law to sign this authority but it may be required by you, for example, to facilitate margin lending to me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. I/We also understand that if I/we sign this authority and my/our securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on my/our securities or securities collateral, which you must satisfy before my/our securities can be returned to us. Although you are responsible to me/us for securities or securities collateral lent or deposited under my/our authority, a default by you could result in the loss of my/our securities or securities collateral. I/We agree and confirm that you are entitled to receive and retain for your or their own benefit and not be accountable to me/us for any remuneration, income, rebates or other benefits resulting from any dealing with my/our securities or securities collateral.

This letter has been explained to me/us and I/we understand the content of this letter.

Client's Signature: 
Rifa Securities Account No.:
Client Name:
Date:

This Standing Authority was translated into Chinese language but in the event of any conflicts in contents arise, the English version shall prevail.

**客戶款項常設授權書**

本授權書由下列雙方共同協議並於本開戶表格內之簽署日期起即時生效。

- (A) 日發證券有限公司(下稱"日發證券")及日發期貨有限公司(下稱"日發期貨"), 其註冊辦公地址為香港中環香港軒尼詩道 28 號 7 樓全層, 與  
(B) 其姓名、住址及具體資料載於《開戶表格》中的那一方客戶(以下稱"客戶")  
客戶同意並遵守以下共同商定的各項條款和條件:

**常設款項調動指示**

本授權書為客戶授予日發證券及/或日發期貨之正式通知和常設指示, 並於本開戶表格內之簽署日起生效。茲客戶授權日發證券及/或日發期貨就客戶之期貨/期權交易、證券交易及證券保證金融資, 毋須事先通知客戶的情況下, 代表客戶從任何日發證券及/或日發期貨於任何時候維持的任何獨立賬戶之間, 來回調動日發代客戶收取或持有並存於獨立賬戶內的款項之任何數額。

此賦予日發期貨之授權乃鑒於日發期貨同意繼續維持客戶之期貨及期權賬戶, 而賦予日發證券之授權乃鑒於日發證券同意繼續維持客戶之證券現金賬戶或證券保證金賬戶及/或期權賬戶。

客戶同意日發證券及/或日發期貨毋須核對或查證就每項款項的調動, 客戶是否已經發出通知調動款項。客戶個人地或/共同地及各別地同意 承擔該等調動的所有責任及引致的所有後果。

本授權書的有效期為十二個月, 自本授權書之日期起計有效。客戶可於任何時候以書面通知日發證券及/或日發期貨提出撤銷, 然而在日發證券及/或日發期貨收到撤銷的書面通知之前, 任何日發證券及/或日發期貨按本授權書所達成的任何交易均不受該項撤銷所影響。

客戶明白日發證券及/或日發期貨若在本授權書的有效期屆滿前 14 日之前, 向客戶發出書面通知, 提醒客戶授權書即將屆滿, 而客戶沒有在此授權屆滿前反對此授權續期, 本授權書應當作在不需要客戶的書面同意下按持續的基準已被續期十二個月 (即本授權書屆滿日之後十二個月)。

客戶確實日發證券及/或日發期貨已向客戶解釋本授權書, 客戶完全明白及同意本授權書的內容, 並已經或有權會就其內容及效力去尋求法律顧問的意見。

如本授權書中, 若英文本之解釋或意思與中文本有不相同, 客戶同意以英文本為準。

**Serial Number: SI201607****CLIENT STANDING AUTHORITY**

THIS Standing Authority, effective immediately upon the date of execution of the Account Opening Form, is entered into between:

- (A) Rifa Securities Limited(hereinafter referred to as "Rifa Securities") and Rifa Futures Limited (hereinafter referred to as "Rifa Futures") ,whose registered office is Level 7, 28 Hennessy Road, Hong Kong; and  
(B) The party whose name, address, and details are set out in the Account Opening Form (the "Client") (hereinafter referred to as "Client").  
Client hereby agrees to be abided by the following terms and conditions:

**Standing Instructions for Fund Transfer**

This Standing Authority serves as the Client's official notification and standing instruction to Rifa Securities and/or Rifa Futures effective upon the date of execution of the Account Opening Form. Client have authorized Rifa Securities and/or Rifa Futures to pay or transfer any sum of money held or received by Rifa Securities and/or Rifa Futures on Client's behalf interchangeably between any of the accounts of the Client maintained at any time with Rifa Securities and/or Rifa Futures without giving the Client further notice to meet or satisfy any and all of the Client's settlement and/or margin obligations arising there under from time to time in respect of any dealing in securities or futures contracts carried out by Rifa Securities and/or Rifa Futures on Client's behalf in connection with the Client's futures/options dealing, securities dealing or securities margin financing.

This Standing Authority is given to Rifa Futures Limited in consideration of its agreeing to continue to maintain futures/options account(s) for the Client and to Rifa Securities Limited in consideration of its agreeing to continue to maintain securities cash or margin accounts and/or options account(s) for the Client.

Client agrees that Rifa Securities and/or Rifa Futures is not obliged to verify and/or ascertain whether or not each and every individual notice for fund transfer has been given by the Client. Client individually or jointly and severally accepts full responsibility and consequences which may arise from such fund transfers.

This Standing Authority is valid for a period of 12 months from the date of execution of Accounting Opening Form. This Standing Authority may be revoked by the Client at any time by giving written notice to Rifa Securities and/or Rifa Futures. Such revocation shall not take effect until actual receipt by Rifa Securities and/or Rifa Futures of such written notice and shall not affect any transaction undertaken by Rifa Securities and/or Rifa Futures in accordance to this Standing Authority prior to such revocation taking effect.

Client understands that upon its expiry, this Standing Authority shall be deemed to be renewed on a continuing basis (for a period of coming 12 months) without the Client's written consent if Rifa Securities and/or Rifa Futures has issued to the Client a written reminder at least 14 days prior to the expiry of the Authority, and the Client does not object to such deemed renewal before such expiry date.

Client confirms that this Standing Authority has been explained to the Client and the Client fully understands and accepts the contents of this Authority and has sought, or has had the opportunity to seek legal advice concerning its contents and effect.

In the event of any difference in interpretation or meaning between the English and Chinese version of this Standing Authority, the Client agrees that the English version of it shall prevail.

**授權及賠償事宜授權書**

本授權書由下列雙方共同協議並於開戶表格內之簽署日期起即時生效。

(A)本公司 指日發證券有限公司(下稱"日發證券")及日發期貨有限公司(下稱"日發期貨")，其註冊辦公地址為香港軒尼詩道 28 號 7 樓全層，與

(B)客戶 指 其姓名、住址及具體資料載於《開戶表格》中的那一方客戶

客戶同意並遵守以下共同商定的各項條款和條件：

客戶僅此授權(惟本公司沒有責任採取有關行動) 本公司按客戶「付款/轉賬指示」接受任何口頭或書面指示是以電話、傳真傳遞方式或電傳方式，並授權本公司按照指示採取行動，將客戶於本公司賬戶之款項支付予或轉賬至客戶於本公司已登記之銀行賬戶(為以下定義)。

客戶願意承擔(i) 在完成登記工作前向本公司提供客戶銀行賬戶資料之所需文件及資料; (ii) 如日後客戶向本公司所提供之銀行賬戶資料有所變更，客戶會以書面作出通知。客戶確認為該賬戶持有人並明白本公司可在沒有披露原因的情況下拒絕客戶之登記要求。客戶同意本公司依照任何聲稱由客戶或客戶授權代表(們)如上述電話、傳真傳遞或電傳方式所作出之口頭或書面指示(合稱「付款/轉賬指示」)而完成之交易，不論有否已獲客戶授權、知悉或同意，對客戶均具約束力。客戶明白及同意接受所述授權而導致的風險。

客戶於此承諾會應本公司的要求，並按本公司認為需要之該種方式及於指定時間內，簽署本公司依照上述「付款/轉賬指示」完成任何交易後，而需要完成授權手續之該等文件。

茲因本公司同意按照上述授權而行事，客戶承諾於任何時間賠償本公司直接或間接因本公司、本公司的董事或僱員或職員等會因接受客戶的「付款/轉賬指示」及按其行事而引起之訴案、訴訟、索償、損失、費用及支出。

如本授權書中、英文本之解釋或意思有不相同，客戶同意以英文本為準。

**Serial Number: AI201607**

**AUTHORIZATION AND INDEMNITY AGREEMENT**

THIS AGREEMENT, effective immediately upon the date of execution of the Account Opening Form, is entered into between:

(A)Company means Rifa Securities Limited(hereinafter referred to as "Rifa Securities") and

Rifa Futures Limited (hereinafter referred to as "Rifa Futures") whose registered office is Level 7, 28 Hennessy Road, Hong Kong; and

(B)Client means The party whose name, address, and details are set out in the Account Opening Form (the "Client")

Client hereby agrees to be abided by the following terms and conditions:

Client hereby authorizes the Company to accept and act on (but the Company is/are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission or telex regarding payment or transfer of funds from any of Client's account(s) opened and maintained with the Company to the Client's bank account(s) ("Bank Accounts") which have been registered and approved by the company upon client Payment/Transfer Instruction (as defined below).

Client undertake to (i) provide the Company with the necessary documentation and information in relation to the Bank Accounts for the Company's verification before the completion of the Company registration work; and (ii) notify the Company if there is any subsequent change to the number or account holder or status of the Bank Accounts. Client hereby confirms that the Client is the account holder of the Bank Accounts and understands the Company is entitled to decline the Client request's for registration of any proposed bank accounts without disclosing any reasons. Client agrees that any transaction effected by the Company on the basis of instructions, oral or written, given or purported to be given by the Client or Client's Authorized Representative(s) by telephone, facsimile transmission or telex as aforesaid (collectively referred to as "Payment/Transfer Instructions") shall be binding upon the Client and the Company are entitled to treat all such Payment/Transfer Instructions are given by the Client or within the Client authority with no duty to verify the genuineness thereof. Client understands and agrees to accept all the risks relating to the aforesaid authority given to the Company.

Client hereby undertakes to sign upon the Company's request of such documents as the Company may require to complete the authorization of any transaction completed in accordance with the above Payment/Transfer Instructions in such manner and with such time limit as the Company may in the Company's discretion to require.

In consideration of the Company's agreeing to act in accordance with the above authorization, the Client hereby undertakes to keep the Company indemnified at all time against, and to save the Company harmless from, all actions, proceedings, claims, loss damage, costs and expenses which may be brought against the Company or suffered or incurred by the Company or any of its directors or employees or staffs and which shall have arisen either directly or indirectly out of or in connection with the Company's accepting of the Client's Payment/Transfer Instructions and acting thereon.

In the event of any difference in interpretation or meaning between the English and Chinese version of this Agreement, the Client agrees that the English version of it shall prevail.

## 網上交易服務協議書

本協議書由下列雙方共同協議並於本開戶表格或網上交易服務及海外市場交易申請表格內之簽署日期起生效。

(A) 日發證券有限公司(下稱"日發證券")及日發期貨有限公司(下稱"日發期貨")，其註冊辦公地址為香港軒尼詩道 28 號 7 樓全層，與  
(B) 其姓名、住址及具體資料載於《開戶表格》中的那一方客戶(以下稱"客戶")

客戶同意並遵守以下共同商定的各項條款和條件：

### 定義

「**電子媒介**」任何電子或電訊媒介，包括但不限於互聯網、互動電視系統、電話、無線應用系統規約，或日發證券及/或日發期貨不時確定和指定的任何其他電子或電訊設備或系統；

「**電子交易服務**」根據本協議日發證券及/或日發期貨、其承辦商或其代理人或其服務供應商不時已提供或將提供的任何設施及服務(包括但不限於交易服務、資訊服務、電子郵件服務，以及前者有關的軟件)，使客戶可透過任何電子媒介就有關賬戶的任何有關交易發出指示或獲取證券的報價或其他資訊；

### 客戶聲明

本人/吾等，下列簽署者現向日發證券及/或日發期貨申請網上證券交易服務。本人/吾等，明白使用任何日發證券及/或日發期貨之服務前，當已閱讀及明白日發證券及/或日發期貨最新版本的客戶綜合協議(“該協議”)而本文件乃該協議的一部份。本人/吾等現申請開立電子交易服務，並同意接受可不時被修改的日發證券協議書包括其一般條款及附表 C - 電子交易服務之附加條款及/或日發期貨協議書包括其一般條款 5 - 電子交易服務及所有相關的附表所約束。本人/吾等確認已獲提供按本人/吾等選擇的語言(中文/英文)附於本表之風險披露聲明，並提出問題及徵求獨立的意見(如本人/吾等有此意願)。

### 風險聲明

證券交易賬戶：證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。  
期貨交易賬戶：買賣期貨及期權的風險，並不涵蓋該等買賣的所有相關風險及其他重要事宜。你(指客戶)在進行任何上述交易前，應先瞭解將訂立的合約的性質(及有關的合約關係)和你就此須承擔之風險程度，期貨及期權買賣對很多投資者都並不適合，你應就本身之投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

### 電子交易

透過某個電子交易系統進行買賣可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關係統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的買賣盤不能根據指示執行，甚至完全不獲執行。請你尤其注意以下各項：

- (A) 互聯網本質上是一個不可靠的資料傳輸及通訊媒介，而且任何其他電子媒介亦可能如此。因此，在透過互聯網或任何其他電子媒介使用電子交易服務進行交易或其他通訊時存在風險；
- (B) 與日發證券及/或日發期貨的網站或電子交易服務接達可能因為高峰期、市場波動、系統故障(包括硬體或軟件故障)、系統升級或維修或因其他原因而隨時及不時被限制、延誤或無法進行；
- (C) 透過互聯網或其他電子媒介發出的指示或進行的交易可能會由於(以適用者為準)無法預計的通訊量、所用媒介屬公開性質或其他原因而受到干擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；
- (D) 透過互聯網或其他電子媒介交易而發出的指示可能不獲執行，或可能受到延誤，以致執行價格與指示發出時的通行價格不同；
- (E) 未經授權協力廠商可能獲得通訊及個人資料；
- (F) 透過互聯網或其他電子媒介發出的指示可能不經人手審閱而執行；及
- (G) 刊登在日發證券及/或日發期貨的網站的任何認收通知、確認書或其他記錄，其反映的客戶的證券交易指示或買賣盤的進度或該等指示或買賣盤的執行，以及與投資者的賬戶有關投資者的現金狀況、商品狀況或其他資料，未必可以即時更新。上述認收通知、確認書或其他記錄未必反映並非透過日發證券及/或日發期貨的網站進行的交易，如有疑問，投資者應聯絡日發證券及/或日發期貨，以確定投資者的交易的進度或與投資者的賬戶有關的其他資料。

### 免責聲明

一切買賣指示須由客戶透過電子媒介的傳送而作出的，其風險概由客戶承擔。日發證券及/或日發期貨有權根據其有理由相信來自客戶的指示行事，並無責任查證發出指示的人士的身份。對於日發證券及/或日發期貨因其不能控制的任何原因(包括但不限於傳送或電腦延誤、錯誤或遺漏、罷工及類似的工業行動或任何交易商、交易所或結算所沒有履行其義務)而沒有履行在其本協議下的義務，日發證券及/或日發期貨無須負責。客戶並且特此確認並同意，其應就以客戶名義作出或訂立的一切允諾、債務及任何其他義務向日發證券及/或日發期貨負責，不論該等允諾、債務及任何其他義務是以書面或口頭形式發出和以何種方式傳達及宣稱已按上述情況發出。倘若日發證券及/或日發期貨收到互相抵觸的指示時，日發證券及/或日發期貨可拒絕執行任何此等指示，直至接到明確的指示為止。本協議已經翻譯為中文文本，但如發生任何抵觸，應以英文文本為準。

如本協議書中、英文本之解釋或意思有不相同，客戶同意以英文本為準。

## **ELECTRONIC TRADING SERVICES AGREEMENT**

THIS AGREEMENT, effective immediately upon date of execution of the Account Opening Form or application forms for Electronic Trading Service and Oversea Market Trading Service, is entered into

- (A) Rifa Securities Limited(hereinafter referred to as “Rifa Securities”) and Rifa Futures Limited (hereinafter referred to as “Rifa Futures”) , whose registered office is Level 7, 28 Hennessy Road, Hong Kong; and
- (B) The party whose name, address, and details are set out in the Account Opening Form (the “Client”) (hereinafter referred to as “Client”).

Client hereby agrees to be abided by the following terms and conditions:

### **DEFINITIONS**

- 「**Electronic Media**」 Any electronic or telecommunications media, including but not limited to the internet, interactive television systems, telephone, wireless application protocol or any other electronic or telecommunications devices or systems as Rifa Securities and/or Rifa Futures may from time to time determine and prescribe;
- 「**Electronic Trading Service**」 Any facility and service (including without limitation those relating to dealing services, information services, e-mail and the software comprised in any of the foregoing) provided or to be provided by Rifa Securities and/or Rifa Futures or Rifa Securities and/or Rifa Futures’ contractor or agent or service provider from time to time under this Agreement which enables the Client to give instructions relating to any Transaction in the Account(s) or to obtain quotation on prices of securities or other information through any Electronic Media;

### **DECLARATION BY CLIENT**

I/We, the undersigned, hereby request Rifa Securities and/or Rifa Futures to provide with me/us the Electronic Trading Service. I/We confirm that prior to usage of any of Rifa Securities and/or Rifa Futures service(s), I/We have read and understood the provisions of the current version of the Client Master Agreement of Rifa Securities and/or Rifa Futures (“Agreement”) of which this document forms a part of the Agreement. I/We hereby apply to open the Electronic Trading Service and agree to be bound by the Rifa Securities Agreement including its General Terms and Conditions, Schedule C - Additional Terms for Electronic Trading Service and all other relevant Schedule(s) as the same may be amended from time to time and/or Rifa Futures Agreement including its General Terms and Conditions, Clause 5- Additional Terms for Electronic Trading Service and all other relevant Schedule(s) as the same may be amended from time to time. I/We acknowledge and confirm that Rifa Securities and/or Rifa Futures has/have provided the Risk Disclosure Statement annexed hereto in a language of my/our choice (Chinese/English) and I/We have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice if I/We wish.

### **RISK DISCLOSURE**

- Securities Trading Account: The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is likely that losses will be incurred rather than profit made as a result of buying and selling of securities.
- Futures Trading Account: This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you (refer to the Client) should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many investors. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

### **ELECTRONIC TRADING**

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. In particular, your attention is drawn to the following:

- (A) The internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication. Accordingly, there are risks in conducting Transactions in the Account through the Electronic Trading Service or otherwise communication through the internet or any other Electronic Media;
- (B) Access to the website operated by the Rifa Securities and/or Rifa Futures or the Electronic Trading Service may at any time and from time to time be limited, delayed or unavailable, including during periods of peak demand, market volatility, systemic failures (including hardware and software failures), systems upgrades, maintenance or for other reasons;
- (C) Instructions given or transactions conducted through the internet or other Electronic Media may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons.
- (D) Instructions given through the internet or other Electronic Media may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given;
- (E) Communications and personal data may be accessed by unauthorized third parties;
- (F) Instructions given through the internet or other Electronic Media may be executed without being subject to human review; and
- (G) The status of your instructions or orders for Transactions in the Account or execution thereof and your cash position, securities and/or futures position or other details related to your account as reflected in any acknowledgement, confirmation or other record posted on the Rifa Securities and/or Rifa Futures’ website may not be updated immediately. Such acknowledgement, confirmation or other record will only reflect Transactions in your Account conducted through the Electronic Trading Service in Rifa and that, in the case of doubt, you should contact the Rifa Securities and/or Rifa Futures to ascertain the status of your other Transactions in your Account or other details relating to your Account.

### **DISCLAIMERS**

All orders made by the Client through Electronic Media shall be at the Client's risk. Rifa Securities and/or Rifa Futures may act on such instructions which Rifa Securities and/or Rifa Futures believe(s) to come from the Client without any duty to verify the capacity of the person giving the instruction. Rifa Securities and/or Rifa Futures shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond Rifa Securities and/or Rifa Futures’ control, including but not limited to transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any dealer, Exchange or Clearing House to perform its obligations. The Client hereby confirms and agrees that the Client shall be responsible to Rifa Securities and/or Rifa Futures for all engagements, indebtedness and any other obligations made or entered into in the Client's name whether in writing or orally and howsoever communicated and purporting to be given as aforesaid. In addition, in the event of receipt of conflicting instructions, Rifa Securities and/or Rifa Futures may refuse to act on any of such instructions until Rifa Securities and/or Rifa Futures receives unequivocal instruction(s).

In the event of any difference in interpretation or meaning between the English and Chinese version of this Agreement, the Client agrees that the English version of it shall prevail.

致: 日發期貨有限公司 / 香港軒尼詩道 28 號 7 樓全層

## 市場資料訂閱聲明

本市場資料訂閱協定由日發期貨有限公司和 \_\_\_\_\_ (“貴方”或“訂閱者”)於 \_\_\_\_\_ (“生效日期”)簽訂。本市場資料訂閱協定允許貴方按照本市場資料訂閱協定 (“本協定”)的下列條款和條件存取、接收和使用某些市場資料 (定義見下文)。本協定管轄貴方為接收和使用市場資料而進行的存取,並構成經銷商與訂閱者 (經銷商和訂閱者各自稱為 “一方”,合稱為 “雙方”)之間具有法律約束力的協議。

### 1. 定義

“設備”指以可視、可聽或者其他可理解的形式接收、存取或顯示市場資料的任何一台設備,而不論是固定的還是可攜式的。  
“不可抗力事件”指任何水災、反常的天氣狀況、地震或其他天災、火災、戰爭、恐怖主義行動、暴動、暴亂、勞資糾紛、意外事故、政府行為、通訊或電力中斷、設備或軟體故障。  
“人”指任何自然人、獨資企業、公司、合夥、有限責任公司或其他組織。  
“市場資料”指與上市和場外衍生品合約 (包括但不限於掉期和期貨)、期權合約或者類似衍生工具有關的資訊和資料以及指數資料和分析資料。市場資料可以包括但不限於開盤價和收市價、最高價和最低價、結算價、現時買入價和賣出價、未平倉合約資訊、最後出售價格、價格限制、報價要求、定盤價、資料曲線、預計和實際成交量資料、合約明細表以及快消息或慢消息。就訂閱者在本協議項下的義務而言,市場資料還包括向訂閱者傳遞與市場資料實質相當的資訊的資訊、資料和素材。  
“場外市場資料”指與場外衍生品合約有關的市場資料。

### 2. 市場資料的專有權

2.1 訂閱者認知並同意,芝加哥商品交易所及其關聯方 (“CME”或“芝加哥交易所”)對市場資料擁有排他性的實質產權 (或者,在第三方內容提供者通過 CME 作出資料使用許可的情況下,該第三方內容提供者對之擁有排他性的實質產權),以至於該等市場資料構成芝加哥交易所的實質保密資訊、商業秘密和/或專有權利,而不處於公有領域,而且,該等市場資料將仍屬於芝加哥交易所的實質保密資訊、商業秘密和/或專有權利,若不是有本協議的存在,訂閱者不會對該等市場資料享有任何權利或存取機會。  
2.2 訂閱者認知並同意,任何市場資料的披露,或者違反或威脅違反本協議中的任何其他契諾或同意的任何情形,均會給芝加哥交易所造成不可彌補的損害,對於此種損害,金錢賠償屬於不充分的救濟。因此,訂閱者進一步認知並同意,除了和不限於可能獲得的任何其他法定或衡平救濟,對於違反或威脅違反本協議的任何規定、要求或約定的情形 (包括但不限於披露或威脅披露市場資料的任何情形),芝加哥交易所還有權獲得特定履行、禁制令救濟以及其他衡平救濟。

### 3. 訂閱者接收市場資料

3.1 本協議規定了訂閱者可以使用市場資料的條款和條件。訂閱者認知,不管有任何協議,CME 或經銷商均可自行酌情決定,停止傳播市場資料,或者改變或消除其自己的傳輸方法、速度或信號特徵。此外,訂閱者還認知並同意,經銷商或芝加哥交易所保留其不批准任何訂閱者以及因故或無故終止任何訂閱者對市場資料的接收的權利。  
3.2 (i)除下文第 3.2(iii)條規定之外,訂閱者僅可將市場資料用於其自身的內部業務活動 (內部業務活動應將子公司和關聯方排除在外),而且只在訂閱者不時以書面形式向經銷商和芝加哥交易所指定的辦公場所、地點和設備上使用。(在前句中使用時,“其自身的內部業務活動”一詞是指認購者(a)是為其自身或其客戶的利益而進行交易,(b)為了其自身的內部業務決策而進行評估,或(c)就衍生工具市場的動態或趨勢向其客戶提供諮詢意見,但上述活動均受本條下文對用戶向客戶披露必要和微不足道的細分市場資料所規定的所有限制的約束。)  
(ii)訂閱者同意,其不會且不允許他人以任何格式向任何其他方或者上述指定辦公場所或地點以外的任何辦公場所或地點傳遞或以其他方式提供市場資料,亦不得允許任何其他方直接或間接從該等辦公場所或地點拿走任何市場資料,並且將採用和強制執行對防止市場資料被從中拿走的目的而言屬於合理的任何政策。訂閱者特別同意,在不限制或變更其在第 7 條或本協議其他條款項下的義務的同時,訂閱者自己不得亦不得允許他人將任何市場資料用於下列任何目的:(a)創制基於或者源於市場資料的衍生資料產品,(b)確定或得出在芝加哥交易所以外的任何其他交易所交易的衍生品合約、衍生品合約期權或者類似的衍生工具的任何價格 (包括任何結算價),及(c)用於將在外部傳播、公佈或以其他方式使用的任何衍生作品。訂閱者將遵守芝加哥交易所不時對該等使用規定的任何其他限制。訂閱者將盡最大努力,確保其合夥人、高級職員、董事、雇員和代理人保持對通過訂閱者所持有的設備而收到的市場資料的獨自控制、獨自實際佔有和獨自存取。  
(iii)儘管有上文第 3.2 條第(i)款和第(ii)款的規定,訂閱者可以在其正常經營業務的過程中,偶爾向其每一客戶和分支機構提供微不足道的細分市場資料,其數量應以為使訂閱者能夠進行其業務所需的為限,而且前提條件是該等市場資料不含任何場外市場資料。上述的再傳播必須嚴格限於不涉及使用電腦語音合成或任何其他技術的電話通訊,並且必須完全與訂閱者或任何該等接收方的交易活動相關。訂閱者應告知任何該等接收方,上述細分市場資料乃是不得向其他人或實體披露或傳播的專有和保密資訊。訂閱者同意盡一切合理的努力,確保該等接收方遵守本協議的規定。  
(iv)訂閱者將盡最大努力,確保不允許市場資料有任何未經授權的傳播。

### 4. 報告

訂閱者同意及時向經銷商、CME 及其各自的關聯方或代理人提交經銷商或 CME 不時要求提交的與訂閱者接收市場資料合理有關的任何資訊或報告。

### 5. 檢查和審計的權利

5.1 在正常營業時間內,經銷商或芝加哥交易所指定的任何人可以進入訂閱者的辦公場所或地點,以觀察市場資料的使用情況,審查、檢查任何設備、附件或裝置以及訂閱者在第 3.2 條和第 4 條項下需就其接收和使用市場資料的情況而維持的任何賬簿和記錄。  
5.2 如果在審計中發現,對訂閱者的市場資料用量存在少報的現象,訂閱者將作出及時的調整 (包括按每月 1%的利率支付的利息),以對經銷商和芝加哥交易所作出補償。此外,依照交易所的選擇,訂閱者將有責任承擔其結果顯示與實際應付給芝加哥交易所的費用金額存在對芝加哥交易所利差的差異且差異達到百分之五(5%)或以上的任何審計的合理費用。  
5.3 對於作為其報告依據的記錄和賬簿,訂閱者應在該等記錄和賬簿所涉及的期間之後將其保存三(3)年。如果訂閱者未按上述要求保存該等記錄和賬簿,則訂閱者同意向芝加哥交易所支付經過上述任何審計而發現的任何差異的合理估計額。

### 6. 市場資料費

訂閱者將按照屆時實行的收費標準,就其接收市場資料的權利向經銷商支付費用。市場資料費可由經銷商隨時作出變更,而無需事先通知訂閱者。

### 7. 訂閱者的契諾、陳述和保證

7.1 訂閱者作出契諾、陳述和保證,其不從事經銷市場資料的業務,而且,在經理調查後據其所知,其是按照本協議項下的授權接收市場資料。  
7.2 訂閱者同意,其不會將市場資料用於任何非法目的,而且也不會允許任何其他人將市場資料用於任何非法目的。  
7.3 訂閱者同意,其不會以與經銷商或芝加哥交易所競爭的任何方式使用市場資料,亦不會以協助或允許第三方與經銷商或芝加哥交易所競爭的任何方式使用市場資料。  
7.4 訂閱者同意,在本協定項下提供市場資料的前提條件是訂閱者嚴格遵守本協議的條款,而且,在經銷商或芝加哥交易所自行判斷訂閱者存在不履行或違反本協議規定的任何情形時,其可立即停止上述服務,而不論是是否發出通知,亦不論是否有正當理由。  
7.5 訂閱者進一步陳述和保證:(i)其擁有簽署和履行本協議的一切必要權力和授權;(ii)本協議對訂閱者是合法、有效、具有約束力並可強制執行的;(iii)訂閱者簽署或履行本協議,均不違反而且也將不會違反對經銷商或芝加哥交易所具有約束力或者對其適用的任何法律、規則、法規、命令或者任何協議、文件或文據;以及(iv)其對市場資料的存取和使用將符合一切適用的聯邦、州和地方法律、法規以及條約。

### 8. 免責聲明

市場資料是在不帶有任何種類的保證的情況下在“現有”的基礎上按“現狀”提供的,而且訂閱者亦同意市場資料是如此提供的。訂閱者同意,經銷商及其關聯方、芝加哥交易所及其關聯方、前述各方的任何成員、董事、高級職員、雇員或代理人以及芝加哥交易所的任何特許人均未就市場資料或其傳輸、及時性、準確性或完整性作出任何不論是明示還是默示的陳述或保證,包括但不限於任何默示保證或者對於適銷性、品質、對特定目的或用途的適用性或者不侵權的任何保證,以及在法令或其他法律項下產生的保證或者因任何交易過程或行業慣例而產生的保證。

### 9. 責任和損害賠償的限制

9.1 訂閱者同意,經銷商及其關聯方、芝加哥交易所及其關聯方、前述各方的任何成員、董事、高級職員、雇員或代理人以及芝加哥交易所的任何特許人:  
(i) 並不保證市場資料的順序、準確性或完整性,而且,其中任何人均不就市場資料或其傳輸的任何延遲、不準確、錯誤或遺漏或者因訂閱者接收或使用市場資料而產生的任何其他損害對訂閱者或任何其他人士承擔責任,而不論該損害是否由其本身的疏忽、不可抗力事件或者任何其他原因導致的。  
(ii) 不會就因本協定及其項下的市場資料而產生的或者與之有關的任何損失、責任或其他損害 (不論是直接的、間接的還是後果性的)對訂閱者或者任何其他人士或實體承擔責任,包括但不限於:  
(a) 市場資料的交付、位置或市場資料本身的任何不準確、不完整、延遲、中斷、錯誤或遺漏;或  
(b) 訂閱者、其客戶或任何其他實體或者前述各方的任何關聯方、董事、高級職員、雇員或代理人作出的任何決定或者採取或沒有採取的任何行動。  
(c) 營業收入的損失、利潤損失或者任何懲罰性的、間接的、後果性的、特定的或者任何類似的損害賠償,而不論是合同方面的、侵權方面的還是其他方面的,即使已被告知發生該等損害賠償的可能性。

9.2 訂閱者明確知悉,經銷商、芝加哥交易所及其關聯方未就本協定和市場資料對訂閱者或任何第三方作出任何明示或默示的保證,其中包括但不限於:(i)對於市場資料的及時性、順序、準確性、完整性、現時性、適銷性、品質或對特定目的之適用性的任何保證,或(ii)對於訂閱者或任何第三方使用市場資料所能獲得的結果的任何保證。

9.3 如果上述免責聲明及責任免除或者其中的任何部分被視為無效或無作用,則經銷商、芝加哥交易所及其各自的關聯方、董事、高級職員、成員、雇員和代理人的累積責任不得超過損失或損害的實際金額或者五十美元(\$50.00)的金額 (以較少者為準)。

### 10. 期限與終止

10.1 本協議將於生效日期生效。在訂閱者嚴格遵守本協議規定的前提下,經銷商在本協定項下提供市場資料的有效期為生效日期起的一 (1) 個月 (“初始期限”),在該初始期限結束時應自動續展一 (1) 個月,並在此後逐月自動續展 (該等持續性的續展均稱為 “續展期限”),但是,任何一方均可通過至少提前十 (10) 天發出其拒絕該等自動續展的電子或書面通知而終止本協議。  
10.2 經銷商和芝加哥交易所可以隨時修改或修訂本協議,而且,訂閱者同意受該等條款的約束。在作出該等修改或修訂後,訂閱者可提前十 (10) 天發出電子或書面通知而終止本協議。如果貴方在經銷商或芝加哥交易所向貴方發出修改通知後繼續存取或使用市場資料,則表示貴方同意受修改後的協議約束。  
10.3 本協議一旦終止,訂閱者即應停止對市場資料的任何使用,並刪除在本協議項下收到的一切市場資料,包括但不限於所儲存的任何既往市場資料。

## 11.繼續有效

第1條(定義)、第2條(市場資料的專有權)、及根據其性質應繼續有效的各個條款以及上述條款的任何修訂,將在本協議終止或期滿後繼續有效。

## 12.彌償

對因本協定引起的或者與本協議有關的一切申索權,包括但不限於因訂閱者在本協議項下所需編制的任何報告或記錄中存在任何錯漏或者訂閱者未能或延遲提交或編制該等報告或記錄而導致的任何責任、損失或損害(包括但不限於律師費和其他費用),訂閱者將向經銷商、芝加哥交易所及其各自的關聯方、董事、高級職員、雇員和代理人作出彌償,為其辯護,並保障其不受損害。

## 13.其他規定

- 13.1 由本協議引起的任何訴訟均受伊利諾州的州內法(而非衝突法)的管轄,並依其解釋。雙方接受位於伊利諾州庫克縣的州法院和聯邦法院的排他性管轄。
- 13.2 未經經銷商事先書面同意,訂閱者不得轉讓本協定的全部或任何部分。
- 13.3 訂閱者不得修改或修訂本協議的條款。
- 13.4 如果本協議的條款和條件與關於訂閱者接收和使用市場資料的任何其他協定的條款和條件存在任何衝突,則將以本協議的條款和條件為準。
- 13.5 如果由於任何原因,本協議的一個或多個條款或者其中的任何部分被判定為無效,則本協議的其他條款或其他部分仍保持完全有效。
- 13.6 經銷商和訂閱者明白並同意,CMB是本協議預定的第三者受益人,而其可強制執行本協議項下的所有條款。

本協議的每一方均已責成其正式授權的高級職員或代表以該方的名義並代表該方正式簽署本協議,以資證明。

**Serial Number: F-E007**

## Market Data Subscription Agreement

This Market Data Subscription Agreement is entered into on by and between RIFA FUTURES LIMITED and \_\_\_\_\_ (“you” or “Subscriber”). This Market Data Subscription Agreement permits you to access, receive and use certain Market Data \_\_\_\_\_ (defined below) in accordance with the following terms and conditions of this Market Data Subscription Agreement (this “Agreement”). This Agreement governs your access to receive and use the Market Data, and constitutes a binding legal agreement by and between Distributor and the user on behalf of itself and its company (each of Distributor and the Subscriber, a “Party” and collectively, the “Parties”).

### DEFINITIONS.

- (a) “Device” means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.
- (b) “Force Majeure Event” means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications or power failures, or equipment or software malfunctions.
- (c) “Person” means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.
- (d) “Market Data” means information and data pertaining to listed and over the counter derivatives contracts (including without limitation swaps and futures) and options contracts or similar derivative instruments as well as index data and analytics data. Market Data may include, without limitation, opening and closing prices, high-low prices, settlement prices, current bid and ask prices, open interest information, last sale prices, price limits, requests for quotations, fixing prices, data curves, estimated and actual volume data, contract specifications and fast or late messages. With respect to Subscriber’s obligations under this Agreement, Market Data also includes information, data and materials that convey information to Subscriber substantially equivalent to Market Data.
- (e) “OTC Market Data” means Market Data relating to over the counter derivatives contracts.

### PROPRIETARY RIGHTS IN THE MARKET DATA.

- (a) Subscriber acknowledges and agrees that Chicago Mercantile Exchange Inc. and its affiliates (“CME” or “Exchange”) have exclusive and valuable property rights in and to the Market Data (or in the case of third party content providers who are licensing data through CME, such third party content provider has exclusive and valuable proprietary rights), that such Market Data constitute valuable confidential information, trade secrets and/or proprietary rights of the Exchange, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of the Exchange and that, but for this Agreement, Subscriber would have no rights or access to such Market Data.
- (b) Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to the Exchange for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that the Exchange shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

### RECEIPT OF MARKET DATA BY SUBSCRIBER.

- (a) This Agreement sets forth the terms and conditions under which Subscriber may use the Market Data. Subscriber acknowledges that, notwithstanding any agreement, CME or Distributor may, in its discretion, discontinue disseminating Market Data or change or eliminate its own transmission method, speed or signal characteristics. In addition, Subscriber acknowledges and agrees that the Distributor or Exchange reserve the right to disapprove any Subscriber and to terminate any Subscriber’s receipt of Market Data for any reason or no reason.
- (b)(1) Except as provided in (2) below, Subscriber will use Market Data only for its own internal business activities (internal business activities shall exclude subsidiaries and affiliates) and only at the offices and locations and on the Devices designated by Subscriber in writing to Distributor and CME from time-to- time. (The term “for its own internal business activities,” as used in the immediately preceding sentence herein, means for Subscriber’s (a) trading, for its own account or for the account of its customers (b) evaluating, for its own internal business decisions or (c) for providing advice to its customers, the movements or trends in markets for derivative instruments, subject to all of the limitations set forth below in this sub-paragraph as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.) Subscriber agrees that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data, in any format, to any other party or any office or location other than that designated above, nor allow any other party to take, directly or indirectly, any of the Market Data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken therefrom. Subscriber specifically agrees, without limiting or varying its obligations under paragraph 7 herein or otherwise set forth in this Agreement, that Subscriber shall not use or permit another person to use any Market Data for the purposes of (i) creating derived data products based upon or derived from the Market Data, (ii) determining or arriving at any price, including any settlement prices, for derivatives contracts, options on derivatives contracts, or like derivatives instruments traded on any exchange other than the Exchange and (iii) for any other derived works that will be disseminated, published or otherwise used externally. Subscriber will abide by any other limitations on such use that any of the Exchange may specify from time to time. Subscriber will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and physical possession of, and sole access to, Market Data received through Devices in Subscriber’s possession.
- (2) Notwithstanding (1) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers and branch offices, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of Market Data, provided that such Market Data does not include any OTC Market Data. Such dissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesization or any other technology and must be strictly related to the trading activity of Subscriber or any such recipients. Any such recipients must be advised by Subscriber that such segments are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. Subscriber agrees to make all reasonable efforts to ensure that such recipients abide by the provisions of this Agreement.
- (c) Subscriber will use its best efforts to ensure that no unauthorized dissemination of the Market Data is permitted.

**REPORTING.** Subscriber agrees to furnish promptly to Distributor, CME and their respective affiliates or agents, any information or reports that may be requested or required by Distributor or CME from time to time, which are reasonably related to Subscriber’s receipt of Market Data.

**RIGHT OF INSPECTION AND AUDIT.** During regular business hours, any Persons designated by the Distributor or Exchange may have access to Subscriber’s offices or locations in order to observe the use made of the Market Data and to examine and inspect any Devices, attachments or apparatuses, as well as any books and records required to be maintained by Subscriber under Sections 3(b) and 4 in connection with its receipt and use of Market Data. Subscriber will make prompt adjustment (including interest thereon at the rate of 1½ % per month), to compensate the Distributor and Exchange if the audit discovers an under-reported use of the Market Data by Subscriber. In addition, at the election of any such Exchange, Subscriber will be liable for the reasonable costs of any audit that reveals a discrepancy in such Exchange’s favor of five percent (5%) or more of the amount of fees actually due such Exchange. Subscriber shall maintain the records and books upon which it bases its reporting for three (3) years following the period to which the records relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay CME the reasonable estimate of any discrepancy discovered pursuant to any such audit.

**MARKET DATA FEES.** Subscriber will pay Distributor for the right to receive Market Data in accordance with the then-current fee schedule. Market Data fees are subject to modification by Distributor at any time, without prior notice to Subscriber.

**COVENANTS, REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.** Subscriber covenants, represents and warrants that it is not engaged in the business of distributing Market Data and that, to its knowledge after reasonable inquiry, it is receiving the Market Data as authorized hereunder. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose. Subscriber agrees that it will not use Market Data in any way to compete with the Distributor or Exchange, nor use the Market Data in any way so as to assist or allow a third party to compete with the Distributor or Exchange. Subscriber agrees that the provision of Market Data hereunder is conditioned upon Subscriber’s strict compliance with the terms of this Agreement and that the Distributor or Exchange may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been any default or breach by Subscriber of the provisions hereof. Subscriber further represents and warrants that (i) it has all necessary power and authority to execute and perform this Agreement; (ii) this Agreement is legal, valid, binding and enforceable against Subscriber; (iii) neither the execution of, nor performance under, this Agreement by Subscriber violates or will violate any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Subscriber or the Exchange; and (iv) its access to and use of the Market Data will be in accordance with all applicable federal, state, and local laws, regulations, and treaties.

**DISCLAIMER OF WARRANTIES.** MARKET DATA IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. SUBSCRIBER AGREES THAT THE MARKET DATA IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. USER AGREES THAT NEITHER THE DISTRIBUTOR OR THE EXCHANGE NOR ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, NOR ANY LICENSOR OR EXCHANGE MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

**LIMITATIONS OF LIABILITY AND DAMAGES.** SUBSCRIBER AGREES THAT THE DISTRIBUTOR, THE EXCHANGE, NOR THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, GUARANTEE THE SEQUENCE, ACCURACY OR COMPLETENESS OF THE MARKET DATA, NOR SHALL ANY OF THEM BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN MARKET DATA, OR IN THE TRANSMISSION THEREOF, OR FOR ANY OTHER DAMAGES ARISING IN CONNECTION WITH SUBSCRIBER’S RECEIPT OR USE OF MARKET DATA, WHETHER OR NOT RESULTING FROM NEGLIGENCE ON THEIR PART, A FORCE MAJEURE EVENT OR ANY OTHER CAUSE. THE DISTRIBUTOR, THE EXCHANGE, ITS AFFILIATES, THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, LIABILITY OR OTHER DAMAGE, DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE MARKET DATA THEREUNDER, INCLUDING BUT NOT LIMITED TO ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE DELIVERY OF, THE SITE OR THE MARKET DATA OR (ii) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY SUBSCRIBER, ITS CUSTOMERS OR ANY OTHER ENTITIES OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS. THE DISTRIBUTOR, THE EXCHANGE, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE TO THE SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR LOSS OF BUSINESS REVENUES, LOST PROFITS OR ANY

PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT DISTRIBUTOR, EXCHANGE AND ITS AFFILIATES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO THIS AGREEMENT AND THE MARKET DATA, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTIES WITH RESPECT TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MARKET DATA OR (ii) ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED BY SUBSCRIBER OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF THE MARKET DATA. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE, THE CUMULATIVE LIABILITY OF DISTRIBUTOR, EXCHANGE, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS SHALL NOT EXCEED THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE SUM OF FIFTY DOLLARS (\$50.00), WHICHEVER IS LESS.

**TERM AND TERMINATION.** This Agreement will commence as of the Effective Date. Subject to Subscriber's strict compliance with the provisions of this Agreement, the provision of Market Data by the Distributor hereunder will continue in force for a period of one (1) month from the Effective Date (the "Initial Term"), and shall automatically renew at the end of such Initial Term for one (1) month and automatically thereafter on a month-to-month basis (such ongoing renewals, the "Renewal Terms"), provided, however, that Subscriber may terminate this agreement by providing at least ten (10) days' prior electronic or written notice that it declines such automatic renewal.

Distributor and Exchange may from time to time modify and amend this Agreement, and Subscriber agrees to be bound by such terms. Subscriber may terminate this Agreement upon ten (10) days' prior electronic or written notice upon such modification or amendment. By continuing to access or use the Market Data after Distributor or Exchange has provided you with notice of a modification, you are indicating that you agree to be bound by the modified Agreement.

Upon any termination of this Agreement, Subscriber shall discontinue any use of the data, and delete any and all data received under this Agreement, including without limitation any stored historical data.

**SURVIVAL.** The provisions of the Definitions Section, Proprietary Rights In The Market Data Section, and Sections that by their nature should reasonably survive, and any amendments to the provisions of the aforementioned, will survive any termination or expiration of this Agreement.

**INDEMNIFICATION.** Subscriber will indemnify, defend and hold the Distributor and Exchange, and its respective affiliates, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with this Agreement, including, without limitation, any liability, loss or damages (including, without limitation, attorneys' fees and other expenses) caused by any inaccuracy in or omission from, Subscriber's failure to furnish or to keep, or Subscriber's delay in furnishing or keeping, any report or record required to be kept by Subscriber hereunder.

**MISCELLANEOUS.** Any action arising out of this Agreement shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Subscriber may not assign all or any part of this Agreement without the prior written consent of the Distributor. Subscriber may not modify or amend the terms of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and any other agreement relating to Subscriber's receipt and use of Market Data, the terms and conditions of this Agreement will prevail. If, for any reason, one or more provisions of this Agreement is held invalid, the other provisions of the Agreement shall remain in full force and effect. The Parties submit to the exclusive jurisdiction of the state and federal courts situated in Cook County, State of Illinois. The Distributor and Subscriber acknowledge and agree that CME is an intended third party beneficiary to this Agreement, and that CME may enforce all of the terms hereunder.

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized.

客戶姓名/ Client Name : \_\_\_\_\_  
致： 日發期貨有限公司 / 香港軒尼詩道 28 號 7 樓全層

序列編號: F-E006

### 非專業人員自我證明書

您(下稱“訂閱人”)從芝加哥商品交易所(下稱“CME”)授予的許可下的經銷商(下稱“經銷商”)處獲得 CME 和其他協力廠商的市場資料(下稱“市場資料”)。根據訂閱人的資格條件,可能會降低就 CME 和其他協力廠商的市場資料向訂閱人收取市場資料費的標準。為了符合降低收費標準的資格條件,訂閱人必須被視為“非專業人員”

非專業人員是指並包括獲得和使用市場資料(不包括任何場內交易資料)並受到下列限制的(i)自然人訂閱人,或(ii)某些小型商業實體(如:有限責任公司、合夥、信託或法人);非專業訂閱人

- 訂閱人必須擁有一個有效的期貨交易賬戶;
- 訂閱人不得是任何交易所的會員(亦不得擁有或租用任何交易所的任何一類會員資格);
- 訂閱人的主要業務經營目的並不涉及交易;
- 訂閱人不得是在任何證券交易所、商品交易所、期貨交易所、合約市場或者任何監管機構、專業協會或經認可的專業機構登記或獲得資格認證的專業交易員或投資顧問;並且
- 訂閱人不得隸屬於任何屬於或被視為屬於專業使用者的實體;以及非專業訂閱人對市場資料的使用
- 訂閱人僅可將市場資料用於訂閱人的個人非商業用途;
- 訂閱人使用市場資料的目的必須以管理訂閱人的自有財產為限,而且,為避免疑義,其不得以任何身份將市場資料用於管理任何協力廠商的任何財產,而不論是以本人的身份、任何企業的高級職員、合夥人、雇員或代理人的身份還是作為任何其他個人之代表的身份行事,亦不論是否為此收取任何報酬;並且
- 訂閱人不得代表從事經紀、銀行、投資或金融活動的機構行事;以及非專業訂閱人對市場資料的獲取
- 訂閱人從每一經銷商處獲取市場資料的管道不得超過兩(2)條;並且
- 訂閱人只能在能將訂單傳送到 CME Globex 平臺的設備(“訂單傳送設備”)上流覽市場資料。

不符合非專業人員的資格條件或者屬於下述類型的任何訂閱人,均應被視為專業人員。

不管本文件中有任何其他規定,專業人員包括但不限於:

- 向任何協力廠商提供金融或類似服務的任何人或實體。
- 在任何證券交易所、商品交易所、期貨交易所、合約市場或者任何監管機構、專業協會或經認可的專業機構登記或獲得資格認證為專業交易員或投資顧問的任何人。
- 代表從事經紀、銀行、投資或金融活動的機構行事的任何人或實體。
- 在 CME 集團的任何指定合約市場(“DCM”)或任何其他交易所擁有任何形式的會員資格的任何人,或者擁有此等會員資格的某一實體的任何雇員。

不管本文件中有任何規定,在各種情況下,CME 均保留對某一訂閱人是非專業人員還是專業人員作出最終認定的權利。CME 保留隨時修訂本政策或者終止對非專業人員降低收費標準的做法的權利。符合非專業人員的資格條件的訂閱人應在下方簽字,然後將本自我證明書交還給經銷商。請注意,本證明書可能由經銷商審批。如果訂閱人不再符合非專業人員的資格條件,則其必須在合理可行的範圍內儘快通知經銷商。

本人特此證明,按照本文件中所作的界定,本人符合非專業人員的資格條件。

Serial Number: F-E006

To: Rifa Futures Limited / Level 7, 28 Hennessy Road, Hong Kong

### Non-Professional Self-Certification Form

Based on the Subscriber's qualifications, Subscribers may be charged reduced Fees for Information. To qualify for the reduction in Subscriber Fees, Subscriber must be considered a "Non-Professional."

Non-Professional shall mean and include either (i) an individual, natural person Subscriber(s) who, or (ii) certain small business entities (limited liability companies, partnerships, trusts or corporations) that, receive and use Information (excluding any pit traded data), in each case subject to the following restrictions:

The Non-Professional Subscriber must:

- have an active futures trading account;
- be an individual, natural person or small business entity

The Non-Professional Subscriber must not:

- be a member (or hold or lease any type membership) of any exchange;
- be registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority
- be acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities

The Non-Professional Subscriber's Use of Information must:

- be solely for the Subscriber's personal or private use;
- be limited to managing the Subscriber's own assets, and not be used in connection with the management of any assets of any third party(ies) in any capacity

The Non-Professional Subscriber's Access to Information must only

- be via a maximum of two trading terminals per Distributor, permissioned for Real-Time Information and capable of routing orders to the CME Globex Platform (an "Order Routing Device").

Any Subscriber who does not meet the qualifications of a Non-Professional Subscriber will be considered a Professional Subscriber.

Notwithstanding anything herein, CME reserves the right in all cases to make a final determination as to whether a Subscriber is a Non Professional or a Professional. CME reserves the right to amend this policy or terminate reduced fees for Non-Professionals at any time.

Subscribers who qualify as Non-Professionals should sign below and return this Self-Certification form to Distributor. Please note that this form may be subject to Distributor's review and approval. Subscriber must notify Distributor as soon as is reasonably practicable in the event that Subscriber no longer qualifies as a Non- Professional. I hereby certify that I qualify as a Non-Professional pursuant to the definition described herein.

## 客戶賬戶手續費確認書

賬戶名稱：\_\_\_\_\_

賬戶號碼：\_\_\_\_\_

**A. 證券：**

	手續費率（每筆）	最低收費（每筆）	備註
香港股票			
美國股票			不合單
A 股			

**B. 期貨：**

交易所名稱及產品		幣種		手續費（單邊每手）		
美國期貨產品(CME / ICE 等)		美元				
NYBOT / CBOT 農產品（大型）		美元				
CME 日經		美元				
倫敦金屬交易所（LME）		美元		公司佣金：		總費用：
				*交易所費用：2.91		
香港期貨交易所		HSI (HKD)	HHI (HKD)	MCH (HKD)	MHI (HKD)	CUS (RMB)
	公司佣金：					
	*交易所費用：	10.54	4.04	2.1	3.6	8
	總費用：					
東京工業品交易所		日元				
新加坡交易所(除中國 A50 指數)		美元				
SGX-中國 A50 指數		美元				
馬來西亞衍生品交易所		美元				
德國 DAX 指數		歐元				
系統費	是否添加		是		否	
備註						

\*除倫敦金屬交易所，香港期貨交易所外，其他產品收費已包含交易所費用。

\*交易所費用如有更新將不會另行通知，以最新交易所收費為準。

查閱人簽署：\_\_\_\_\_

日期：\_\_\_\_\_

## Approval Form (For Internal Use Only)

Account opens on: \_\_\_\_\_

A/C Name: \_\_\_\_\_

A/C No.: \_\_\_\_\_

Client Type:  Individual/ Joint Account

A/C Type:  Cash/ Margin/ Futures

AE Code: \_\_\_\_\_ AE Name: \_\_\_\_\_ AE Signature: \_\_\_\_\_

Introduced By: \_\_\_\_\_ Related A/C #: \_\_\_\_\_

Required documents obtained

KYC / CDD Checked

Sanctions List, PEP & Cold Shoulder List Checked

AML Checked

Supporting Documents Provided?  No /  Yes No. of page: \_\_\_\_\_

Documents Type: \_\_\_\_\_

Reviewed Client's Risk Tolerance Level:

High /  Intermediate /  Low

Interest Rate: \_\_\_\_\_

Trading Limit: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

Approved by: \_\_\_\_\_ Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_ Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_ Signature: \_\_\_\_\_

Cheque Issue:  No /  Yes

Remarks:

Approved by: (Securities) \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: (Futures) \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Input by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Checked by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

(Rev. October 2021)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury  
Internal Revenue Service

► Go to [www.irs.gov/FormW8BEN](http://www.irs.gov/FormW8BEN) for instructions and the latest information.

► Give this form to the withholding agent or payer. Do not send to the IRS.

**Do NOT use this form if:**

**Instead, use Form:**

- You are NOT an individual . . . . . W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) . . . . . W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . 8233 or W-4
- You are a person acting as an intermediary . . . . . W-8IMY

**Note:** If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

**Part I Identification of Beneficial Owner** (see instructions)

<b>1</b> Name of individual who is the beneficial owner		<b>2</b> Country of citizenship
<b>3</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>		
City or town, state or province. Include postal code where appropriate.		Country
<b>4</b> Mailing address (if different from above)		
City or town, state or province. Include postal code where appropriate.		Country
<b>5</b> U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		
<b>6a</b> Foreign tax identifying number (see instructions)	<b>6b</b> Check if FTIN not legally required . . . . . <input type="checkbox"/>	
<b>7</b> Reference number(s) (see instructions)	<b>8</b> Date of birth (MM-DD-YYYY) (see instructions)	

**Part II Claim of Tax Treaty Benefits** (for chapter 3 purposes only) (see instructions)

**9** I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part III Certification**

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

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**Sign Here** ▶

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

\_\_\_\_\_  
Signature of beneficial owner (or individual authorized to sign for beneficial owner)

\_\_\_\_\_  
Date (MM-DD-YYYY)

\_\_\_\_\_  
Print name of signer



致：日發證券有限公司 / 日發期貨有限公司  
香港軒尼詩道 28 號 7 樓全層  
To : Rifa Securities Limited / Rifa Futures Limited  
Level 7, 28 Hennessy Road, Hong Kong

## 網上交易服務及環球市場交易申請表格 Electronic Trading Services and Global Markets Trading Application Form

賬戶名稱 A/C Name:	賬戶號碼 A/C No.
客戶類別 Client Type(s)	<input type="checkbox"/> 證券賬戶 (*現金/保證金) Securities Account (*Cash/Margin) <input type="checkbox"/> 期貨賬戶 Futures Account
電郵地址 Email Address	用於接收密碼通知 (如與收取賬戶結單電郵地址不同) For notification of password (if different from the email address of receiving client statement)

劃掉如不適用 cross out if not applicable

本人/吾等現申請以下服務，並同意及接受相關條款及規定之約束：  
I/We hereby apply for the below service(s) and shall be bound by these terms and conditions:

### 網上交易服務:

<input type="checkbox"/> 申請開通電子交易服務，並透過電郵或通信地址(如適用)收取登入名稱及密碼。 Apply for the electronic trading services and receive the login and password through email or correspondence address (if applicable).
<input type="checkbox"/> 申請新網上交易服務密碼 (忘記密碼/沒有收到密碼) Request new password for electronic trading services (Forgot password / No password received)
* 為保護閣下的密碼及登入名稱，客戶於首次收到/補發密碼時，請立即自行更改密碼及定期更改。 To protect your login name and password, we strongly encourage you to change your password immediately and periodically.

### 環球交易市場(Global Trading Markets):

<input type="checkbox"/> 滬股通 (China Market: Shanghai-Hong Kong Stock Connect)
<input type="checkbox"/> 深港通 (China Market: Shenzhen-Hong Kong Stock Connect)
<input type="checkbox"/> 其他市場 (Other Markets)
<input type="checkbox"/> 美國市場(US Stock Market)
<input type="checkbox"/> 已填寫 W-8BEN / W-8BEN-E 表格( Completed the Form of “W-8BEN / W-8BEN-E” ) 表格簽署日期: _____
<input type="checkbox"/> 已填寫 FATCA 身份聲明表格( Completed the Form of “FATCA” )

### 聲明 (Declaration):

- 本人/我們清楚明白和接受各海外市場的風險及已閱讀相關的注意事項及風險披露。  
I/We have read, accepted and fully understood the attached risk disclosure statements and important note of trading in the oversea market(s).
- 本人/我們已經收到日發提供的注意事項及風險披露聲明。  
I/We have received the important note and risk disclosure statement by Rifa.
- 本人/我們明白並同意遵守日發所訂立及隨時修訂之相關規定，條款及細則而無須作事先通知。  
I/We fully understand, agree, and comply with the relevant provision, clause, and rules (amendment at any time without prior notice) stated by Rifa.
- 本人/我們同意并授權日發有權將其個人資料移交至相關交易所或監管機構。  
I/We fully agree and authorize Rifa to handle all the personal information to the relevant exchanges or authorities.
- 本人/我們明白並同意日發擁有最終之決定權及解釋權。  
I/We fully understand and agree Rifa has the final and conclusive interpretation and explanation.
- 本人/我們明白並同意如有任何不確定或不明白的風險或疑問，本人/我們/授權人應尋求獨立的專業意見。  
I/We fully understand and agree that if there is any uncertain of or have not understood any aspect of the following risk disclosure statements or the nature and risks involved, I/we shall seek independent advice.
- 本人/我們/授權人明白並同意“外幣存款及外幣投資產品”之相關規定、條款及細則。(只適用於保證金賬戶及期貨賬戶)  
I/We fully understand and agree the relevant provision, clause, and rules of the “foreign deposit and foreign investment products”. (Only applicable to margin and future account)
- 本人/吾等清楚明白及接受透過電郵收取登入名稱及密碼有一定的風險，若因透過電郵收取網上交易登入名稱及密碼而蒙受損失，日發一概毋須負責。  
I/We have fully understood and accepted that risk associated with receiving the login name and password by email or correspondence address. Rifa does not have any liability for any lost occurred for delivering the login name and password to me/us through email or correspondence address.
- 本人/吾等清楚明白及接受網上交易服務協議書(序列編碼：IN201607)的條款及規定，並同意及接受相關條款及規定之約束。  
I/We have fully understood and accepted the electronic trading services agreement (Version Serial #: IN201607) and shall be deemed to bound by these terms and conditions.
- 中英文版本如有任何歧義，概以英文版本為準。  
Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

客戶簽署 / (公司戶適用)授權人簽署及公司印章  
Client's Signature / Authorized Signature(s) with Company Chop  
(簽署及印章模式需與開戶文件一致。)  
(Specimen(s) of signature(s) and company chop should be identical to Account Opening Documents.)

日期  
Date

客戶名稱 / (公司戶適用)授權人名稱  
Name of Client / Name of Authorized Person

SF-E018 07/2016

For Official Use Only			
A.E.	Approval	Input	Check



致： 日發證券有限公司/日發期貨有限公司#  
香港軒尼詩道28號7樓全層

帳戶號碼：

自我證明表格 – 個人

重要提示：

這是由帳戶持有人向日發證券有限公司/日發期貨有限公司提供的自我證明表格，以作自動交換財務帳戶資料用途。日發證券有限公司/日發期貨有限公司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管轄區的稅務當局。

如帳戶持有人的稅務居民身分有所改變，應盡快將所有變更通知日發證券有限公司/日發期貨有限公司。

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（\*）的項目為日發證券有限公司/日發期貨有限公司須向稅務局申報的資料。

第 1 部 個人帳戶持有人的身分識辨資料

（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) 帳戶持有人的姓名

稱謂（例如：先生、太太、女士、小姐）

姓氏 \*

名字 \*

中間名

(2) 香港身份證或護照號碼

(3) 現時住址

第 1 行（例如：室、樓層、大廈、街道、地區）

第 2 行（城市）\*

第 3 行（例如：省、州）

國家 \*

郵政編碼/郵遞區號碼

(4) 通訊地址（如通訊地址與現時住址不同，填寫此欄）

第 1 行（例如：室、樓層、大廈、街道、地區）

第 2 行（城市）

第 3 行（例如：省、州）

國家

郵政編碼/郵遞區號碼

(5) 出生日期 \*（日/月/年）

(6) 出生地點（可不填寫）

鎮/城市

省/州

國家

## 第 2 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」）\*

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。

如帳戶持有人的香港稅務居民，稅務編號是其香港身份證號碼。

如沒有提供稅務編號，必須填寫合適的理由：

理由 A – 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。

理由 B – 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。

理由 C – 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。

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

## 第 3 部 聲明及簽署

本人知悉及同意，日發證券有限公司/日發期貨有限公司可根據《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，本人會通知日發證券有限公司/日發期貨有限公司，並會在情況發生改變後 30 日內，向日發證券有限公司/日發期貨有限公司提交一份已適當更新的自我證明表格。

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

簽署 \_\_\_\_\_  
姓名 \_\_\_\_\_  
身分 \_\_\_\_\_ (如你不是第 1 部所述的個人，說明你的身分。如果你是以  
日期（日/月/年） \_\_\_\_\_ 受權人身分簽署這份表格，須夾附該授權書的核證副本。)

# 刪去不適用者

**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。

**Client consent letter on the Hong Kong Investor Identification Regime (HKIDR) and Over-the-counter Securities Transactions Reporting Regime (OTCR)**

Account Name:		Account Number:	
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Under paragraphs 5.6(p) and 5.7(h) of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (Code of Conduct) for the transfer of their personal data to the Stock Exchange of Hong Kong (SEHK) and/or the Securities and Futures Commission (SFC) under the HKIDR and OTCR, we are required to obtain the client consent.

You acknowledge and agree that we, Rifa Securities Limited, may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for us to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time.

Without limiting the foregoing, this includes –

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

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

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

I declare that I have read and fully understood the content of Hong Kong Investor Identification Regime (HKIDR) and Over-the-counter Securities Transactions Reporting Regime (OTCR).

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

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

### 香港投資者識別碼制度及場外證券交易匯報同意書

客戶名稱:		賬戶號碼:	
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根據《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》）第 5.6(p) 及 5.7(h) 段，在香港投資者識別碼制度及場外證券交易匯報制度下向香港聯合交易所（聯交所）及／或證券及期貨事務監察委員會（證監會）轉移個人客戶的個人資料時，就取得該等客戶的明示同意而須遵從的規定。

閣下明白並同意，我們（日發證券有限公司）為了向閣下提供與在香港聯合交易所（聯交所）上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會（證監會）的規則和規定，我們可收集、儲存、處理、使用、披露及轉移與閣下有關係的個人資料（包括閣下的客戶識別信息及券商客戶編碼）。

在不限制以上的內容的前提下，當中包括——

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

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

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

本人聲明我已閱讀並完全明白有關香港投資者識別碼制度及場外證券交易匯報的內容。

\_\_\_\_\_  
客戶簽署  
Client(s) Signature

\_\_\_\_\_  
日期  
Date

**(簽署需與開戶文件一致。)**

**(Specimen(s) of signature(s) should be identical to Account Opening Documents.)**

For Official Use Only			
A.E.	Approval	Input	Check

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

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