



**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 ( 公司賬戶 )**  
**Account Opening Form – (Corporate Account)**

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自 2019 年 8 月起生效

Effective from August, 2019



## 開戶清單 Account Opening Check List

須向本行提供下列經由本行僱員或本行聯繫公司之授權人士，或公證人或其他證券及期貨事務委員會持牌或註冊公司或具體之授權人士，或執業律師/執業會計師或其他本行接受的人士核證為真實副本之下列文件(正副本須經此等人士查閱、複印及核證):

A copy each of the following documents each duly certified as a true copy by our employee or authorized person of our affiliated companies, or a notary public or an authorized person of other firm or entity licensed by or registered with the Securities and Futures Commission in Hong Kong or a practicing solicitor / certified public accountant or other persons acceptable to us (i.e. they should have sighted the originals before taking photocopies and certifying the documents) should be provided to us:

1.

香港註冊 Hong Kong Incorporated	<input type="checkbox"/> 商業登記證之核證副本 (BR) Certified Copy of the Business Registration Certificate <input type="checkbox"/> 董事名單及股東名單 (Form NNC1) List of Directors and List of Shareholders <input type="checkbox"/> 公司最新的周年申報表 (Form NAR1) Latest Annual Return <input type="checkbox"/> 秘書及董事更改通知書(如有) (Form ND2A) Notification of Change of Secretary and Director (if any)
海外註冊 Overseas Incorporated	<input type="checkbox"/> 董事在職證明 (最新或最近 6 個月內) Certificate of Incumbency (Latest or within 6 months) <input type="checkbox"/> 董事登記冊及成員登記冊 Register of Director and Register of Member <input type="checkbox"/> 委任首位董事 Appointment of First Director
內地註冊 Mainland China Incorporated	<input type="checkbox"/> 企業法人營業執照副本 Certified copy of the Business License (PRC) <input type="checkbox"/> 稅務登記證副本 Certified Copy of the Tax registration certificate <input type="checkbox"/> 組織機構代碼證副本 Certified Copy of the Certificate of Organization Code <input type="checkbox"/> 公章及法人名章 Company Seal and Legal Person Seal

2.  公司註冊牌照之核證副本  
 Certified copy of the Certificate of Incorporation (CI)
3.  公司組織章程大綱、細則以及最後更改的決議案之核證副本  
 Certified copy of Memorandum and Articles of association with all of its subsequent amending resolutions (M&A)
4. 下列人士之身份證或護照的核證副本:  
 Certified copy of ID card or Passport of the following parties:
- |  |   |
|--|---|
| <input type="checkbox"/> i) 董事 Director  | <input type="checkbox"/> ii) 主要股東 Substantial Shareholders# |
| <input type="checkbox"/> iii) 戶口最終受益人 Ultimate Beneficial owner  | <input type="checkbox"/> iv) 擔保人 Guarantor                  |
| <input type="checkbox"/> v) 法人 Legal Person  |   |
| <input type="checkbox"/> vi) 被授權可代表賬戶持有人給予買賣指示之人士 Representative(s) authorized to give dealing instruction |   |
5. 下列人士之住址證明核證副本 (如最近三個月內發出的銀行月結單或公共事務等賬單):  
 Certified copy of address proof of the following parties (e.g. Bank statement or Utility bill within 3 months):
- |   |   |
|---|---|
| <input type="checkbox"/> i) 董事 Director   | <input type="checkbox"/> ii) 主要股東 Substantial Shareholders# |
| <input type="checkbox"/> iii) 戶口最終受益人 Ultimate Beneficial owner   | <input type="checkbox"/> iv) 擔保人 Guarantor                  |
| <input type="checkbox"/> v) 被授權可代表賬戶持有人給予買賣指示之人士 Representative(s) authorized to give dealing instruction |   |

6.  公司通訊地址證明之核證副本 (如最近三個月內發出的銀行月結單或公共事務等賬單):  
Certified copy of company address proof (e.g. Bank statement or Utility bill within 3 months):
7.  銀行戶口證明核證副本  
Certified copy of Bank Account
8.  最近經審核財務報表之核證副本(如有)  
Certified copy of Latest Audited Financial Statements (if any)
- \*9.  決議與本公司開設戶口及授權人名單(連簽名式樣)之董事會會議紀錄核證副本  
Certified copy of Board resolution for accounting opening and the Specimen Signature of authorized persons
- \*10.  個人擔保書 / 公司擔保書 (擔保人需獲日發證券及/或日發期貨負責人員批准)  
Personal Guarantee / Corporate Guarantee from Ultimate Beneficiary  
(Guarantors are subject to approval from Rifa Securities and/or Rifa Futures Responsible Officer)

#主要股東定義為持有有關公司最終權益之人士 / 持有有關公司 10%或以上投票權之人士

Major shareholder is defined as parties or individuals that the ultimate beneficial interest, or holding 10% or more voting rights of the company.

\* 開戶表內亦附帶文件以供簽署

Account Opening Form are including related document for signature

**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

For office use only

帳戶號碼 A/C No.:

經紀人號碼 AE No.:

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”).

**1. 客戶資料 CLIENT 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"/> * <sup>^</sup> 證券賬戶(保證金) Securities Account (Margin) <small>*不可同時開立現金及保證金賬戶 Can only choose one from cash or margin account</small> <input type="checkbox"/> 期貨賬戶 Futures Account <small><sup>^</sup>需一併填妥&lt;客戶證券及證券抵押品常設授權書&gt;</small> Please sign together with “Standing Authority – Client Securities and Securities Collateral”		<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"/> 美股 US STOCK	
		<input type="checkbox"/> 其他市場 OTHER MARKETS: _____	

**公司資料 CORPORATION INFORMATION**

公司名稱(英文) Name of Company / Corporation in English:	
公司名稱(中文) Name of Company / Corporation in Chinese:	
經營名稱 Trading Name (如異於上述 if different from above):	
香港商業登記證號碼 Business Registration No. (HK):	註冊日期及註冊國家 Date and Country of Incorporation:
公司性質(如私人有限公司/上市公司等) Nature of Entity (i.e. Private or Listed Company etc.):	註冊地的註冊號碼(非本港) Registered No. in Country of Incorporation (Non HK):
公司業務性質簡述 Brief Description of Nature of Business:	
香港辦事處地址(如有) Principal Place of Business in Hong Kong (if any):	
註冊地的註冊辦事處地址 Registered Office Address in Country of Incorporation:	
郵編 Postal Code:	
公司電話 Business Phone No.: ( )	傳真號碼 Facsimile No.: ( )
電郵地址 E-mail Address:	
所有交易確認通知書、賬戶結單及信件送至 All trading confirmation statements and correspondences to be sent to <input type="checkbox"/> 電郵地址 E-mail Address <input type="checkbox"/> *註冊地址 Registered Address <input type="checkbox"/> 香港辦事處地址 Place of Business in Hong Kong <input type="checkbox"/> *其它 Other (請註明 Please Specify) _____	
<small>*若客戶選擇透過居住地址或通訊位址取交易確認通知書或賬戶結單，將收取每月港幣貳百元服務費。(只適用於香港境外客戶)                  HK\$200 per month will be charged if you choose the Registered Address or Correspondence Address for receiving the trading confirmation statements. (Applicable for the non-local client(s) only)</small>	
法定股本 Authorized Capital:	發行股本 Paid-up Capital:

最近的審計賬目，淨資產值為(港幣\$) Net Asset Value based on latest audited accounts (HK\$):

Below HK\$1,000,000 以下  HK\$1,000,000-HK\$5,000,000  HK\$5,000,001-HK\$10,000,000  HK\$10,000,001-HK\$20,000,000

Over HK\$20,000,000 以上

最近的審計賬目，除稅後盈利為(港幣\$) Profit after Tax based on latest audited accounts (HK\$)

Below HK\$1,000,000 以下  HK\$1,000,000-HK\$3,000,000  HK\$3,000,001-HK\$6,000,000  HK\$6,000,001-HK\$10,000,000

Over HK\$10,000,000 以上

虧損，數額為 Loss with amount at HK\$ \_\_\_\_\_

**公司結構 CORPORATION STRUCTURE**

董事姓名 Name of Director(s)	身份證/護照號碼 I.D. No. / Passport No.	地址 Address
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

主要股東/合夥人姓名 Major Shareholder(s)/Partner(s)	身份證/護照號碼 I.D. No. / Passport No.	地址 Address
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

獲授權發出買賣指令人士 Person(s) who are authorized to place order

姓名 Name	身份證/護照號碼 I.D. No. / Passport No.	聯絡電話 Contact No.	授權人士簽署 Authorized Signature
1. Mr. /Ms. _____	_____	_____	_____
2. Mr. /Ms. _____	_____	_____	_____
3. Mr. /Ms. _____	_____	_____	_____
4. Mr. /Ms. _____	_____	_____	_____
5. Mr. /Ms. _____	_____	_____	_____

有效條件(若有) Rules (if any): \_\_\_\_\_

最終擁有本賬戶實質權益的人士為:

The ultimate beneficial owner(s) of the Account is/are:

姓名 Name(s)	聯絡電話 Contact No.	地址 Address
1. _____	_____	_____
2. _____	_____	_____

## 2. 相關披露 DISCLOSURE

貴公司是否證券及期貨事務監察委員會之持牌法團? Is the company a licensed corporation registered with the Securities and Futures Commission? <input type="checkbox"/> 否 No <input type="checkbox"/> 是 Yes, 中央編號 CE No. is _____
貴公司之任何董事、股東或授權人士是否其它香港聯合交易所參與者或任何根據證券及期貨條例註冊之人士? Is any director, shareholder or authorized person of the client an employee of any participant of The Stock Exchange of Hong Kong or registered person under the Securities and Futures Ordinance? <input type="checkbox"/> 否 No <input type="checkbox"/> 是 Yes, 董事、股東或授權人名稱 Director/Shareholder /Authorized Person Name: 職位 Position: _____ 中央編號 CE No. _____
貴公司任何一位董事、股東或授權人士是否日發證券或其相關公司的保證金證券客戶? Is any director, shareholder or authorized person of the client a margin client of Rifa Securities or any of its related companies? <input type="checkbox"/> 否 No <input type="checkbox"/> 是 Yes, 客戶名稱 Account Name: _____ 客戶號碼 Account No.: _____
貴公司任何一位董事、股東或授權人士及相關公司是否經由個人或共同控制日發證券的其他保證金客戶百分之三十五或以上的投票權? Is any director, shareholder or authorized person of the Company and related company, either alone or together control 35% or more, of the voting rights of another margin client of Rifa Securities? <input type="checkbox"/> 否 No <input type="checkbox"/> 是 Yes, 賬戶名稱 Account Name: _____ 賬戶編號 Account No.: _____
貴公司任何一位董事、股東或授權人士是否與日發證券或日發期貨或其相關公司的職員有關連? Is any director, shareholder or authorized person of the client related to any director(s) or employee(s) of Rifa Securities or Rifa Futures or any of its related companies? <input type="checkbox"/> 否 No <input type="checkbox"/> 是 Yes, 職員名稱 Staff Name: _____ 關係 Relationship: _____
銀行資料 -- 供支賬時存款用 Bank Reference – For deposit of funds you withdraw from your securities / futures account(s). 銀行名稱及分行支行 Bank Name and Branch _____ 賬戶號碼 Account No. _____ <input type="checkbox"/> 港元 HKD _____ <input type="checkbox"/> 美元 USD _____ <input type="checkbox"/> 人民幣 RMB _____

## 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) <input type="checkbox"/> 沒有 No 期貨及期權 Futures & Options <input type="checkbox"/> 有, _____年經驗 Yes, for _____year(s) <input type="checkbox"/> 沒有 No 外匯及商品 Forex & Commodity <input type="checkbox"/> 有, _____年經驗 Yes, for _____year(s) <input type="checkbox"/> 沒有 No 債券 Bond <input type="checkbox"/> 有, _____年經驗 Yes, for _____year(s) <input type="checkbox"/> 沒有 No 沽空經驗 Short Sale Experience <input type="checkbox"/> 有, _____年經驗 Yes, for _____year(s) <input type="checkbox"/> 沒有 No 其它 Other: _____
投資目的 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 Interest 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

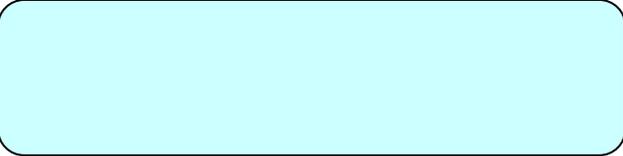
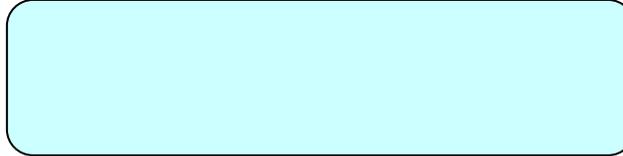
### 3. 客戶聲明 DECLARATION BY CLIENT

本開戶表的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內的資料。

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 our banks, brokers or any credit agency, for the purpose of verifying the information provide on this Client Information Form.

本公司，下述簽署客戶，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。本公司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/附表 B - 保證金賬戶之加條款及/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。本公司確認已獲提供按本公司選擇的語言(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(如本公司有此意願)。

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. 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. We acknowledge and confirm that Rifa Securities and/or Rifa Futures has/have provided the Risk Disclosure Statement annexed hereto in a language of our choice (Chinese/English) and we have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice if we wish.

	
<b>獲授權人士簽署 Authorized Person Signature</b> 姓名 Name: 日期 Date:	<b>獲授權人士簽署 Authorized Person Signature</b> 姓名 Name: 日期 Date:
	
<b>見證人簽署 Witness Signature</b> 見證人姓名 Witness Name: 身份證/護照號碼 ID No. / Passport No.: 監管機構名稱及號碼 Regulatory Name /Regulatory No. 日期 Date:	<b>公司印鑑式樣 Specimen Company Chop</b> 簽署有效條件 Signing Instructions

### 4. 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.

<b>持牌代表簽署 Signed by Licensed Representative:</b>  日期 Date:	<b>持牌代表全名 Full Name of Licensed Representative:</b>  中央編號 CE No.:
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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

本授權書為本公司授予 貴公司之正式通知和常設授權書，即時生效。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公司之證券保證金賬戶，本公司同意並授權 貴公司以下列一種或多於一種方式處理不時由 貴公司代本公司收取或持有的證券及證券抵押品，毋須進一步通知本公司或取得本公司的同意：

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仲介人，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。

本公司確認本授權書不影響 貴公司為解除由本公司或代本公司對 貴公司或第三者所負法律責任，而處置本公司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。如本公司之證券保證金賬戶概無欠負 貴公司任何債項的情況下，本公司可以向 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。

本公司明白 貴公司若在本授權書的有效期限滿前14日之前，向本公司發出書面通知，提醒本公司授權書即將屆滿，而本公司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本公司書面同意下按持續的基準已被續期（即之後十二個月）。

本公司明白現時並無任何法例規定本公司必須簽署此授權書；然而 貴公司可能需要此授權書，以便例如向本公司提供保證金貸款或獲許將有關本公司的證券或證券抵押品借出予協力廠商或作為抵押品存放於協力廠商。本公司亦明白倘若本公司簽署此授權書，而本公司的證券或證券抵押品已借出予或存放於協力廠商，該等協力廠商將對本公司的證券或證券抵押品具有留置權或作出押記。雖然 貴公司根據本公司的授權而借出或存放屬於本公司的證券或證券抵押品須對本公司負責，但 貴公司的失責行為可能會導致本公司損失本公司的證券或證券抵押品。本公司同意並確認 貴公司有權收取及保留任何由於處理本公司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公司負責。

本公司就本授權書的內容已獲得解釋，並且本公司充分明白及同意本授權書的內容。

獲授權人簽署及公司印鑑：\_\_\_\_\_

日發證券賬戶號碼：

賬戶名稱：

日期：

本信件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。

## Standing Authority – Client Securities and Securities Collateral

This letter serves as our official notification and standing authority to you with immediate effect. Unless otherwise stated, the terms used in this letter 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 us, we have authorized you to deal with our securities and securities collateral from time to time received or held by you on our behalf in one or more of the following ways without further notice to or consent from us:

1. to apply any of our securities or securities collateral pursuant to a securities borrowing and lending agreement;
2. to deposit any of 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.

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

This authority is valid for a period of 12 months from the date of this letter. 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 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.

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

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

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

Authorized Signature(s) and Company Chop: _____
Rifa Securities Account No.:
Account Name:
Date:

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.

## 客戶款項常設授權書

### 常設款項調動指示

本授權書為本公司授予 貴公司之正式通知和常設指示，即時生效。茲本公司授權以上兩家 貴公司就本公司之期貨/期權交易、證券交易及證券保證金融資，毋須事先通知本公司的情況下，代表本公司從任何 貴公司於任何時候維持的任何獨立賬戶之間，來回調動 貴公司代本公司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本公司之期貨及期權賬戶，而賦予日發證券之授權乃鑒於日發證券同意繼續維持本公司之證券現金賬戶、證券保證金賬戶及/或期權賬戶。

本公司同意 貴公司毋須核對或查證就每項款項調動，本公司是否已經發出通知調動款項。本公司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。本公司可以向 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。

本公司明白 貴公司若在本授權書的有效期屆滿前 14 日之前，向本公司發出書面通知，提醒本公司授權書即將屆滿，而本公司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公司的書面同意下按持續的基準已被續期。

本公司就本授權書的內容已獲得解釋，並且本公司充分明白及同意本授權書的內容。

## **CLIENT STANDING AUTHORITY**

### **Standing Instructions for Fund Transfer**

This letter serves as our official notification and standing instruction to you with immediate effect. We have authorized both of you to pay or transfer any sum of monies held or received by any of you on our behalf interchangeably between any of the accounts maintained at any time by you without giving us further notice to meet or satisfy any and all of our settlement and/or margin obligations arising thereunder from time to time in respect of any dealing in securities or futures contracts carried out by any of you on our behalf in connection with our futures/option dealing, securities dealing or securities margin financing.

This authority is given to Rifa Futures in consideration of its agreeing to continue to maintain futures/option account(s) for us and to Rifa Securities in consideration of its agreeing to continue to maintain securities cash, margin and/or options account(s) for us.

We agree that you are not obliged to verify and/or ascertain whether or not each and every individual notice for fund transfer has been given by us. We accept full responsibility and consequences which may arise from such fund transfers.

This authority is valid for a period of 12 months from the date of this letter. We can revoke this authority by giving you written notice at the address specified above and such notice shall take effect upon expiry of 7 business days from the date of actual receipt of such notice.

We understand that this authority shall be deemed to be renewed on a continuing basis without our written consent if you have issued to us a written reminder at least 14 days prior to the expiry of the authority, and we do not object to such deemed renewal before such expiry date.

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

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.

## 網上交易服務協議書

### 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

本公司，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。

本公司，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書(“該協議書”)而本文件乃該協議書的一部份。本公司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。本公司確認已獲提供按本公司選擇的語言(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(如本公司有此意願)。

### 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，包括有關系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。並且客戶特此確認並同意，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。

## **ELECTRONIC TRADING SERVICES AGREEMENT**

### **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**

We, the undersigned, hereby request Rifa Securities and/or Rifa Futures to provide the Electronic Trading Services. We 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 and/or Rifa Futures ("Agreement") of which this document forms a part. 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. We acknowledge and confirm that Rifa Securities and/or Rifa Futures has/have provided the Risk Disclosure Statement annexed hereto in a language of our choice (Chinese/English) and we have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice if 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 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 and that, 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 or 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 position or other details relating 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 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 shall be made by the Client through Electronic Media 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, without limitation, 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). This Agreement may be translated into Chinese language, but in the event of any conflict arising, the English version shall prevail.

This letter may be translated into Chinese language but in the event of any conflict arising the English version shall prevail

## 董事會議決驗證副本

\_\_\_\_\_ (下稱「本公司」) 於  
\_\_\_\_\_ (“會議日期”) 恰當及有效地根據 \_\_\_\_\_  
\_\_\_\_\_ (公司註冊地) 法律及公司憲章通過以下董事會議決

### 決議：

1. 依據呈上本會之相關開戶文件(下稱「文件」)內所載之條款及條件,於日發證券有限公司及/或日發期貨有限公司(下稱「經紀」)開立一個\*現金/保證金證券及/或期貨賬戶(下稱「交易賬戶」)。本決議明確接納相關文件中的條款及用詞,涵義及注釋。
2. 現特授權下列任何 \_\_\_\_\_ 位人士(下稱「獲授權人士」)有權代表本公司就開立上述交易賬戶一事向經紀簽署並提交履行文件,並且建立,簽署和履行就與經紀維持上述交易賬戶之任何其他協議書、擔保書、授權書、抵押文件、確認書、解除文件、轉讓文件或其他文件;並有權代表本公司就上述交易賬戶給予上述經紀口頭或書面指示,或透過電子傳媒(如適用)發出指示以購入、出售及處理任何類別證券及/或期貨合約

姓名	職銜	簽名樣式
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

電郵地址: \_\_\_\_\_

3. 現特此授權上列任何一位獲授權人士可代表本公司向經紀發出口頭指示及/或透過適用的電子服務發出指示購入,出售,及處理任何類別證券及/或期貨合約之事宜。
4. 當本公司變更任何上列的獲授權人士時,定當以書面通知經紀;經紀有權按其書面通知內容辦理,直至另獲新通知為止。

### 證明：

本人/吾等特此證明上述決議內容為本公司董事會於本文件內所載日期通過並採納之完全、真確及無誤之議決;該等議決已記錄於本公司的會議紀錄中;該等議決現在仍然生效及具有效力並且沒有被取消或修改。

本人/吾等進一步證明本公司是依法組成並存在,及有權力作出上述議決及為其盡責執行。

\_\_\_\_\_

主席

姓名:

日期:

\_\_\_\_\_

董事/ 公司秘書

姓名:

Date:

\* 刪去不適用的

**CERTIFIED COPY OF RESOLUTIONS**

RESOLUTIONS OF THE BOARD OF DIRECTORS OF \_\_\_\_\_

\_\_\_\_\_ (“our Company”) duly and effectively passed in accordance with the laws of \_\_\_\_\_ (Place incorporated) and with the Company’s constitution on \_\_\_\_\_ (Meeting date), at which a quorum was present and acting throughout, the following Resolutions were duly passed by the Board of Directors:

1. That \*cash/margin securities and/or futures trading account (“Account”) be opened with Rifa Securities Limited and/or Rifa Futures Limited (“Broker”) subject to the terms and conditions in the respective Account Opening Form, Client Information Statement and the Terms and Conditions and other account opening documents (“Documents”) as produced to and approved by the Meeting. Terms and expressions used in the respective Documents shall have the same meanings when used in these Resolutions.
2. That any of the following persons (“Authorized Persons”) be hereby authorized for and on behalf of our Company to execute and deliver the Documents, and to make, execute and deliver any other agreements, guarantees, authorizations, security documents, acknowledgements, releases, assignments or other documents, and to give verbal and/or written instructions and/or instructions through Electronic Media (where applicable) to the Broker in relation to the operation of the Account(s) including but not limited to buy, sell and deal in and with all kinds of securities and/or futures contracts

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

E-mail Address: \_\_\_\_\_

3. That any of the Authorized Persons be and is authorized for and on behalf of our Company to give verbal instructions and/or instructions in relation to the Accounts through the Electronic Service (where applicable) to the Broker to buy, sell and deal in and with all kinds of securities and/or futures contracts.
4. That the Broker should be informed from time to time by notice in writing of any change in the above list of Authorized Persons and that the Broker should be entitled to rely upon such notice until receipt of such further notice.

**CERTIFICATE**

I/We, the undersigned, hereby certify that the foregoing is a full, true and correct copy of the resolutions duly and duly passed and adopted by the Board of Directors of our Company on the date stated therein; that the said resolutions appear in the minutes of our Company, and that the same have not been rescinded or modified and are now in full force and effect.

I/We, the undersigned, further certify that our Company is duly organized and existing, and has the power to take the action called for in the foregoing resolutions.

\_\_\_\_\_  
Chairman  
Name:  
Date:

\_\_\_\_\_  
Director / Company Secretary  
Name:  
Date:

*\*Delete where inapplicable*

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

## 擔保書

1. 鑑於爾等同意按照本人/吾等要求，以 \_\_\_\_\_  
\_\_\_\_\_ 名義（身份証或公司註冊號碼： \_\_\_\_\_）  
（以下簡稱「該客戶」）開立及 / 或繼續維持一個或多個戶口，代該客戶買賣證券或（外國證券），及/或期貨合約或（海外期貨合約），以及/或者  
給該客戶授予或繼續提供信貸安排或其他財務協助，本人/吾等 \_\_\_\_\_  
\_\_\_\_\_（身份証或公司註冊號碼： \_\_\_\_\_），通訊地址為 / 註冊辦公室地點位於  
\_\_\_\_\_ 不單作為擔保人，而且以主要義務人身分特此無條件地向爾等保證、承諾及同意，當爾等書面提出要求時，支付並履行下述責任（下稱「該等法律責任」）：
- (a) 一切爾等因代該客戶進行證券及/或期貨合約買賣而承擔之法律責任；
  - (b) 所有現在或日後爾等為該客戶（不論是單獨或其他人士共同持有之戶口）支付之款項；
  - (c) 該客戶不時未向爾等支付或履行的其他所有法律責任，不管這些法律責任是實在的、或有的、現有的或將有的及包括但不限於該客戶以借款入、保證人或擔保人身分承擔的法律責任；以及其所有利息和爾等可以向該客戶收取的傭金、費用、收費和開支（包括律師費）；
  - (d) 本人/吾等在本保證書下欠爾等之總額或尚餘欠款之利息，此等總額和尚餘欠款指的是爾等如前述般提出要求之日或本人/吾等終止本保證書之日至此等款額全數清還為止（判決前後）之一段時間內，本人/吾等在本保證書下不時欠爾等之總額或尚餘欠款，上述利息採用此等款額在爾等賬冊內記賬用的貨幣單位，息口則採用該客戶就保證款項原應據以支付利息的年利率；以及
  - (e) 出於或由於爾等追討或試圖追討在本保證書下欠爾等之款項而產生的一切費用和支出（以全數彌償基準計算）。
2. 本人/吾等在本保證書下之法律責任涵蓋下述範圍：
- (a) 若果該客戶死亡、破產或被清盤，而爾等確實收到有關通知前，上述死亡已經發生或上述破產或清盤已經開始，以及不管此等死亡、破產或清盤，該客戶將會欠爾等之所有款項；
  - (b) 所有自爾等借入之款項或對爾等承擔之法律責任，不管這種借入款項或承擔此等法律責任之行為可能已屬無效或超越該客戶或其任何董事、獲授權人、代理人或其他聲稱代該客戶借入款項或辦事之人士的權力或行為能力，亦不管這種借入款項或承擔此等法律責任之行為有否其他任何不當之處；
  - (c) 如若本保證書以任何方式被終止，所有已經由或為該客戶開出向爾等支取款項的及票面到期日介乎爾等知悉該終止或（若果於此給予終止通知）該終止通知生效日或之前的支票、本票、匯票、票據及可流轉票據，不管其是否在此日期後才提交爾等兌現或由爾等支付；
  - (d) 一切該客戶在某日期對爾等承擔之法律責任，不管此等法律責任是實在的、或有的、須即時支付的或須在將來某時間支付的，以及一切爾等將會擴大或安排給該客戶之信貸；以及
  - (e) 該客戶欠爾等之全部款項或爾等就與該客戶之間的交易或合約承擔之任何法律責任，這裡指的是本保證書終止前任何日子產生或承擔的交易或合約。不管此等交易或合約基於任何種種理由，變成無效或可使無效，又或者由於爾等或該客戶之作為或由於任何適用法律之施行而已經停止或已被終止。
3. 本人/吾等作為唯一或主要債務人，必須被視作要對該等法律責任負責，即使由於該客戶是一未成年人或無行為能力的人士或非法人團體而無法律責任為自己履行已承諾的或據稱已承諾的責任，或者由於任何其他種種原因，該客戶未因此被約束，本保證書對本人/吾等仍然具有約束力。
4. 若果本保證書是就一商號之該等法律責任而簽署的，本保證書則適用於所有借入之款項及承擔之法律責任，直至爾等確實收到該商號之解散通知，但倘若該商號之組織、管理或擁有權出現任何其他之變更，本保證書繼續有效，並且不但保障出現變更之前已構成之債務和法律責任，而且進而適用於該商號出現變更之後才構成之債務和法律責任。

5. 在不損害本保證書的情況下，以及在不解除或以任何形式損害或放棄爾等於此可能有的任何索償或影響本人/吾等於此之法律責任之前提下，爾等可以隨時：
  - (a) 終止、變更或增加任何給該客戶之信貸；
  - (b) 給予該客戶或任何其他人士任何時間或寬容；
  - (c) 續發任何匯票、票據或其他可流轉票據或證券；
  - (d) 處置、交換、解除、修改或放棄完善或強制執行任何抵押品或其他保證書或爾等現在或日後可能會從或針對該客戶或任何其他人士取得之權利；以及
  - (e) 跟該客戶或任何其他人士或保證人訂立債務重整協議。
6. 即使爾等未有取得任何抵押或任何取得之抵押是無效的或爾等就已經給予或將會給予該客戶之任何墊款之應用訂立任何現有或將有的協議，本保證書均不受影響。爾等在本保證書下作出的或與之有關而作出的任何作為或不作為或爾等與本人/吾等之間的任何交易過程，均不會解除或以任何形式影響本人/吾等於此之法律責任。
7. 中途支付或清償該等法律責任之全部或任何部分或任何其他種種事情或東西均不會令本保證書被視作已獲履行或解除，本保證書不但構成而且是一項以爾等為受益人的連續性保證，它涵蓋該等法律責任的最終餘額，並且約束本人/吾等及本人/吾等之遺產代理人，直至爾等收到本人/吾等各人或本人/吾等遺產代理人書面通知終止本保證書後一個月為止。
8. 倘若爾等現在或日後任何時間可能會就該等法律責任的全部或其中任何部分，從本人/吾等、該客戶或其他任何人士取得或持有其他任何保證書或抵押品，不管此等抵押品是以按揭、押記、留置權或其他形式取得或持有，本保證書均是附加於且不損害此等保證書或抵押品，其本身之效力亦不會受此等保證書或抵押品損害，以及當以付款或以其他方式履行本保證書後，本保證書仍然是爾等之財產。
9. 若果本保證書被終止或因任何緣故不再作為約束本人/吾等或本人/吾等之清盤人，遺產執行人或遺產代理人之持續保證：
  - (a) 儘管如此，爾等繼續向該客戶提供信貸安排（如上述提及一般）和延續該客戶之任何戶口，仍屬合法，以及在受適用的無力償債/破產法約束之前提下，就該等法律責任在本保證書終止當天之款額而言，即使隨後由該客戶或代該客戶給爾等支付或支取款項或爾等墊支款項給該客戶，視乎屬何種情況而定，本人/吾等之法律責任或本人/吾等在清盤/遺產中資產之法律責任將維持下去；以及
  - (b) 爾等可馬上給該客戶開立一新的或個別的戶口，卻不會因此影響爾等在本保證書下之權利，以及假使爾等未有開立一新的或個別的戶口，只要爾等一旦收到通知或獲悉本保證書已被終止或不再是具有約束力的持續保證時（“該相關時間”），爾等必須被視作已經開立一新的或個別的戶口，而從該相關時間開始，一切由或代該客戶支付之款項必須記入或當作已被記入該新的或個別的戶口，以及當清償任何有關本保證書之索償時，均不會減少本人/吾等或該客戶在該相關時間所欠款項或其任何利息，除非支付該等款項之人士或多位人士在付款時，書面指示爾等特地將該等款項用作此目的。
10. 爾等有權隨時將在本保證書下或就該等法律責任向本人/吾等、該客戶或任何其他擔保人行使其權利而收到的任何款項，記入本人/吾等或（視乎屬何種情況而定）本人/吾等之清盤人/遺產執行人或遺產代理人或爾等屬意的其他人士之一個或多個個別的或暫記賬戶口內，其存放時間和形式由爾等決定，爾等中途並無責任用該等款項或其任何部份來解除該等法律責任，而假若任何記賬人此戶口之款項仍未收到的話，爾等有權指證本人/吾等，就本人/吾等或吾等任何一位或多位於此支付之任何款項而言，本人/吾等特此不可撤回地放棄任何挪佔權。
11. 在全部支付和履行所有該等法律責任之前（及儘管本人/吾等已支付本保證書之款額），本人/吾等不得就本保證書或於此支付之任何款項採取任何步驟，強制執行任何針對該客戶或其/彼等代表人之權利，或者在任何破產、接管、清盤、管理、公司結業或其他對該客戶有同樣影響力的法律程式（當中每項法律程式以下均稱「清盤」）中作證，證明較爾等有優先權或與之爭奪優先權，或者聲稱擁有爾等持有之任何抵押品、抵銷權或其他權利之權益。
12. 在全部履行和清償該等法律責任並取得爾等事前書面同意之前，本人/吾等未有及將不會就本保證書涵蓋的任何交易、資產或法律責任收取該客戶之任何抵押品或任何款項（就本條款之目的而言，這裡包括任何承付票、支票或匯票），倘若本人/吾等或吾等之任何一位或多位違反本條文，已經收取或收取該客戶之任何抵押品或任何款項，本人/吾等或吾等任何一位或多位會以信託形式代爾等持有此等抵押品或款項，作為對爾等新增之抵押品，並且會遵照爾等之要求，馬上將此等抵押品或款項及一切有關檔交還爾等，而本人/吾等會就本人/吾等或吾等任何一位或多位在任何時候收取的，與之有關的所有款項向爾等報賬。

13. 本人/吾等或吾等任何一位與爾等之間任何款項之清償或責任之履行，均取決於已備好的抵押（包括但不限於任何保證書）或該客戶或任何其他人士就該等法律責任向爾等清償的款項，不會因當時在任何司法轄區內生效的、跟破產或公司結業或清盤或有同等效力的其他法律程式有關的任何法律條文或立法相抵觸而致無效或被減損，而爾等有權保留就本人/吾等於此之法律責任(如有的話)所持有的任何抵押（下稱「保證抵押」），直至導致此等付款或抵押失效或減損之條文或立法所規定的時段或多個時段屆滿為止，若果此等付款或抵押在任何此等時段內，如上所述般失效或減損的話，爾等有權保留保證抵押或其任何部分，直至爾等全權決定的一個延長時段屆滿為止。
14. 在任何按本保證書或為與之有關的其他目的而進行之法律程式中，爾等之任何高級僱員或代表不時為了證明該等法律責任之尚欠款額而不時簽發之證明書，本人/吾等每一位及本人/吾等各自之法律代表願意接受此等證明書為不可推翻之確證。
15. 本人/吾等願意以該等法律責任記入爾等賬冊所用之貨幣單位支付及履行該等法律責任，倘若該等法律責任中任何其他部分以別的貨幣單位記賬，本人/吾等必須以相關部分記入爾等賬冊所用貨幣單位支付及履行該等法律責任的每一相關部分，若果任何此等支付或履行該等法律責任之行為須繳納任何政府或其任何政治分支機構或稅務機關徵收的任何預扣稅或其他徵稅、稅項、徵費、關稅或收費的話，本人/吾等必須支付爾等等差額，確保爾等可以全數收到該等法律責任之款額。
16. 本人/吾等同意，除了爾等依法或根據任何其他協議擁有的任何一般留置權、組合或合併戶口之權利、抵銷權或其他相類似的權利之外，若果任何以本人/吾等或（視乎屬何情況而定）吾等任何一位之名義在爾等開立之戶口或本人/吾等或吾等任何一位是當中實益擁有人之戶口內存有任何款項（不管(1)戶口所在分行及/或(2)維持戶口之貨幣），爾等有權不時在沒有另行通知本人/吾等的情况下將此等款項之全部或部分予以抵銷、轉戶或應用，以履行該等法律責任或本人/吾等在本保證書下負有的其他任何責任，以及為此目的代本人/吾等購入任何其他貨幣。
17. 根據本保證書發出的任何通知、要求或通訊必須是書面的，而且可以親身遞送或以郵遞或電傳或傳真方式送出，收件人位址為本保證書中出現的位址，或者本保證書一方可能已經通知另一方不同的位址，這樣的話，則寄往該不同的地址，任何寫給本人/吾等之通知、要求或其他通訊在所述時間必須被視作已經有效地給予本人/吾等，(a)親手交付時、(b)付郵後兩天，爾等抵須要證明已經在此等通知、要求或其他通訊上恰當地寫上收件人姓名和地址、繳足郵資和已經付郵及(c)以電傳或傳真發出時；但本人/吾等給爾等之任何通知、要求或其他通訊則必須在爾等確實收到時才算有效。
18. 即使本保證書之任何一項或多項條文或其任何部分或多個部分在任何適用法律之被宣佈或裁定為不合法、無效或不能強制執行，亦不會使本保證書之其他條文變成無效；解釋本保證書時，則必須將該等不合法、無效或不能強制執行之條文當作不在本保證書內。
19. 在本保證書下，凡文意要求或許可的情況下，(1)當該客戶包括兩位或多位人士時，述及該客戶的地方必須理解為針對此等人士之全部或任何一位元而說的，(2)單數詞亦包含眾數詞意，反之亦然，(3)「人士」一詞意指及包括公司、社團、法團、商號或個人，若為個人，則包括他或她的遺產執行人，管理人、委員會、接管官或合法代表此等每一位人士之其他人士，(4)「本保證書」一詞必須解釋為包括及涵蓋本保證書中任何個別的或獨立的規定或協議，以及(5)任何述及法律條文或立法的地方必須將這些條文和立當時生效的修訂或再制定版本也包括在內。
20. 倘若本保證書由多於一方簽署，吾等於此之法律責任必須是共同及各別的，吾等之每一項協議和承諾必須據此解釋，在內文要求或許可的情況下，本保證書及吾等之處必須理解為同時提及吾等全部或任何一位元，爾等有權省釋或解除吾等任何人士於此之法律責任，或者接受吾等任何人士提出之債務重整協議或跟吾等任何人士作出其他任何安排，而不會省釋或解除吾等其他人士或以其他方式損害或影響爾等針對吾等其他人士享有的權利或補救方法，若吾等任何人士被收購、重組、合併、併合為一、清盤、組織出現變化、死亡或變成無行為能力，都不會省釋或解除吾等任何人士或本保證書之法律責任。
21. 即使爾等業務不時賴以經營的公司或法團之組織，由於合併、綜合或其他活動而出現任何變化，本保證書在各方面仍然有效及具約束力，而且可供當時經營爾等業務之公司應用。
22. 爾等可以在未得本人/吾等事前同意或批准的情況下，轉讓其於本保證書下全部或部分權利予任何人士。
23. 本保證書受香港法律管轄並按之解釋，以及本人/吾等特此表明願受香港法院非專有司法管轄權約束。
24. 倘若本保證書之中文文本與英文文本在釋義或意思方面出現歧義，本人/吾等同意以英文文本為準。

簽署日期: \_\_\_\_\_

保證人為個人\*:

簽署、蓋章及交付

保證人簽署: \_\_\_\_\_

見證人簽署: \_\_\_\_\_

見證人姓名: \_\_\_\_\_

見證人地址: \_\_\_\_\_

見證人身份證/護照號碼: \_\_\_\_\_

\*請同時附上保證人之身份證/護照副本



3. I/We shall be deemed to be liable as the sole or principal debtor(s) for the Liabilities and this Guarantee shall be binding on me/us notwithstanding that the Client is not so bound extra because the Client is an infant or under a disability or is an unincorporated body which is under no liability to discharge obligations undertaken or purported to be undertaken on its behalf of for any other reason whatsoever.
4. If this Guarantee is given in respect of the Liabilities of a firm it shall apply to all monies borrowed and liabilities incurred until receipt by you of actual notice of dissolution of the firm but if there shall be any change in the constitution, management or ownership of the firm this Guarantee shall continue and, in addition to securing the debts and liabilities of the firm as constituted before the change, shall apply to the debts and the borrowing or liabilities of the firm as constituted after such change.
5. You may at all times without prejudice to this Guarantee and without discharging or in any way prejudicing or waiving any claims you may have hereunder or in any way affecting my/our liability hereunder:
  - (a) determine, vary or increase any credit to the Client;
  - (b) grant to the Client or to any other person any time or indulgence;
  - (c) renew any bills, notes or other negotiable instruments or securities;
  - (d) deal with, exchange, release, modify or abstain from perfecting or enforcing any security or other guarantees or rights which you may now or hereafter have from or against the Client or any other person; and
  - (e) compound with the Client or with any other person or guarantor.
6. This Guarantee shall not be affected by any failure on your part to take any security or by the invalidity of any security taken or by any existing or future agreement by you as to the application of any advances made or to be made to the Client. My/Our liability hereunder shall not be discharged or in any way affected by any act or omission on your part under or in relation to this Guarantee or by any course of dealing between you and me/us.
7. This Guarantee shall not be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the Liabilities or by any other matter or thing whatsoever but shall constitute and be a continuing guarantee to you and shall extend to cover the ultimate balance of the Liabilities and shall be binding upon me/us and my/our personal representatives until the expiration of one month after the receipt by you from me/each of us or my/our personal representative of notice in writing to discontinue it.
8. This Guarantee shall be in addition to and is not to prejudice or be prejudiced by any other guarantee or other security whether by way of mortgage, charge, lien or otherwise which you may now or at any time hereafter have or hold from me/us, the Client or any other party for all or any part of the Liabilities and on discharge by payment or otherwise shall remain your property.
9. In the event of this Guarantee being terminated or ceasing from any cause to be binding as a continuing guarantee on me/us or my/our liquidator, executor or personal representatives:
  - (a) it shall be lawful for you to continue to provide facilities (as hereinbefore mentioned) to the Client and to continue any account with the Client notwithstanding such event and subject to applicable insolvency and bankruptcy laws my/our liability or as the case may be the liability of my/our assets in liquidation/estate(s) for the amount of the Liabilities at the date this Guarantee is determined shall continue notwithstanding any subsequent payment to or drawing upon or advance by you or to or for or on behalf of the Client; and
  - (b) you may forthwith without thereby affecting your rights under this Guarantee open a new or separate account with the Client and, if you do not open a new or separate account, you shall nevertheless be treated as if you had done so at the time (the "relevant time") that you received notice or became aware that this Guarantee had determined or ceased to be binding as a continuing guarantee and as from the relevant time all monies paid by or on behalf of the Client shall be credited or be treated as having been credited to the new or separate account and shall on settlement of any claim in respect of this Guarantee not operate to reduce the amount due from me/us or the Client at the relevant time or any interest thereon unless the person or persons paying in such monies shall at the time of payment direct you in writing to appropriate the sum specially to that purpose.
10. You shall be entitled at all times to place and keep in a separate or suspense account or accounts to the credit of me/us or, as the case may be, my/our liquidator, executor or personal representatives or to the credit of such other person as you may think fit any monies received under this Guarantee or as a result of the exercise of any of your rights against me/us, the Client or any other surety in respect of the Liabilities for so long and in such manner as you may determine without any intermediate obligation to apply the same or any part thereof in or towards the discharge of the Liabilities and you shall be entitled to prove against me/us if any amount standing to the credit of such account had not been received. I/We hereby irrevocably waive any right of appropriation in respect of any sums paid by me/us or anyone or more of us hereunder.

11. Until all the Liabilities have been fully paid and discharged (and notwithstanding that I/we may have discharged the amount of this Guarantee), I/we shall not take any step to enforce any right against the Client or his/their representative(s) in respect of this Guarantee or of any monies paid hereunder or prove in any bankruptcy, receivership, liquidation, administration, winding up or other proceedings having an effect equivalent thereto on the Client (each of which proceedings is hereinafter called a "Liquidation") in respect thereof in precedence to you, in competition with you or claim the benefit of any security, right of set-off or other rights held by you.
12. I/We have not taken and, until the Liabilities have been discharged and satisfied in full, will not take without your prior written consent any security or any payment (which for the purposes of this Clause shall include any promissory note, cheque or bills of exchange) from the Client in connection with any dealings, assets or liabilities covered by this Guarantee; and in the event of me/us or anyone or more of us having taken or taking any security or any payment in contravention of this provision I/we or such one or more of us will hold the same on trust for you as further security for you and upon demand by you will forthwith surrender the same and all documents relating thereto to you and I/we will account to you for all monies at any time received by me/us or such one or more of us in respect thereof.
13. Any settlement or discharge between me/us and/or anyone of us and you shall be conditional upon no security (including without limitation, any guarantee) having been furnished or payment having been made in relation to the Liabilities to you by the Client or any other person being avoided or reduced by virtue of any relevant statutory provisions or enactments relating to bankruptcy, winding up on liquidation or other proceeding having an equivalent effect to any of the foregoing for the time being in force in any jurisdiction and you shall be entitled to retain any security held in respect of my/our liability hereunder, if any, (hereinafter called the "Guarantee Security") until the expiration of the period or periods under such provisions or enactments within which such payment or security could be avoided or reduced and if within any such period the payment or security is so avoided or reduced you shall be entitled to retain the Guarantee Security or any part thereof for such further period as you in its entire discretion shall determine.
14. In any proceedings under or for any other purpose in connection with this Guarantee a certificate from time to time signed by any of your officer or representative certifying the amount of the Liabilities outstanding shall be accepted by me/each of us and my/our respective legal representative(s) as conclusive evidence thereof.
15. I/We will pay and discharge the Liabilities in the same currency or currencies as that or those in which the Liabilities are entered in your books and if any other part of the Liabilities is entered in a different currency from any part or parts of the Liabilities I/we shall pay and discharge each part of the Liabilities hereof, in the currency in which such part is entered in your books and if any such payment or discharge is subject to any withholding or other tax, duty, levy, impost or charge imposed or levied by or on behalf of any government or any political subdivision or taxing authority thereof I/we shall pay to you such additional amounts as may be necessary to ensure the receipt by you of the full amount of the Liabilities.
16. I/We agree that in addition to any general lien, right to combine or consolidate accounts, set-off or other similar right to which you may be entitled by law or pursuant to any other agreement, you shall be entitled at any time and from time to time without notice to me/us to set off, transfer or apply all or any of the monies from time to time standing to the credit of any account in my/our names(s) or the name of anyone of us as the case may be or of which I/we or anyone of us am/are the beneficial owner with you (regardless of (1) your branch at which and/or (2) the currency in which account is maintained) in or towards the discharge of the Liabilities or any other of my/our obligations under this Guarantee and to purchase therewith for my/our account any other currency required for such purpose.
17. Any notice, demand or other communication hereunder shall be in writing and may be delivered personally or sent by post or telex or fax to the address of the person to whom such notice, demand or communication is to be given as appearing herein or at such other address as may have been notified to the other party hereto. Any notice, demand or other communication so addressed to me/us shall be deemed to be validly given, (a) if delivered personally, at the time of such delivery, (b) if given or sent by post, two days after posting and it shall be sufficient to prove that such notice, demand or other communication was properly addressed, stamped and posted, (c) if given by telex or fax, at the same time as it is dispatched; provided however that any notice, demand or other communication to be given by me/us to you shall only be effective upon actual receipt thereof by you.
18. If any one or more of the provisions of this Guarantee or any part or parts hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions of this Guarantee and this Guarantee shall be construed as if such illegal, invalid or unenforceable provisions were not contained herein.

19. In this Guarantee wherever the context so requires or admits (1) where the Client comprises two or more persons all references to the Client shall be construed as references to all or any of such persons, (2) the singular shall include the plural and vice versa, (3) the expression "person" shall mean and include a company, society, corporation, firm or an individual and in the case of an individual his or her executors, administrators, committee, receiver or other person lawfully acting on behalf of every such person, (4) the expression "this Guarantee" shall be construed as including and extending to any separate or independent stipulation or agreement herein contained, and (5) any reference to any statutory provision or enactment shall be deemed to include a reference to any modification or re-enactment thereof for the time being in force.
20. Where this Guarantee is signed by more than one party our liability hereunder shall be joint and several and every agreement and undertaking on our part shall be construed accordingly and all references to us in this Guarantee shall, where the context requires or admits be construed as references to all or any of us and you shall be at liberty to release or discharge any of us from the liabilities of this Guarantee or to accept any composition from or make any other arrangements with any of us without releasing or discharging the other or others of us or otherwise prejudicing or affecting the rights and remedies of you against the other or others of us and no one of us shall be nor shall this Guarantee be released or discharged by any take-over, reconstruction, amalgamation, merger, liquidation or change in the constitution of any of us or the death or incapacity of any of us.
21. This Guarantee shall remain valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in the constitution of the company or corporation by which your business may from time to time be carried on and shall be available to the company carrying on that business for the time being.
22. You may assign all or a part only of its rights under this Guarantee to any person without my/our prior consent or approval.
23. This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong and I/we hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.
24. In the event of any difference in interpretation or meaning between the Chinese and English version of this Guarantee, I/we agree that the English version shall prevail.

DATE: \_\_\_\_\_

**IF GUARANTOR IS AN INDIVIDUAL \*:**

SIGN SEALED AND DELIVERED	)
by	)
in the presence of :	)
	_____
	Signature of Guarantor
Signature of witness: _____	
Name of witness: _____	
Address of witness: _____	
I.D. / Passport No. of witness: _____	

\*in case the Guarantor is an individual, please provide a copy of the Guarantor's identity card/passport.



# 風險披露聲明書 --- 證券交易賬戶

## 1. 證券交易的風險

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。

## 2. 買賣創業板股份的風險

- 2.1 創業板股份涉及很高的投資風險，尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。
- 2.2 你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。
- 2.3 現時有關創業板股份的資料只可在聯交所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。
- 2.4 假如對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明之處，應尋求獨立的專業意見。

## 3. 保證金買賣的風險

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你的賬戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

## 4. 提供將你的證券抵押品等再質押的授權書的風險

- 4.1 向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品，將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。
- 4.2 假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超逾12個月。若你是專業投資者，則有關限制並不適用。
- 4.3 此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少14日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。
- 4.4 現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保證金貸款或獲准將你的證券或證券抵押品借出予協力廠商或作為抵押品存放於協力廠商。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。
- 4.5 倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於協力廠商，該等協力廠商將對你的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。
- 4.6 大多數持牌人或註冊人均提供不涉及證券借貸的現金賬戶。假如你毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金賬戶。

## 5. 在香港以外地方收取或持有的客戶資產的風險

經紀或其代理人在香港以外地方收取或持有你的資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第571章）及根據該條例制訂的規則可能有所不同。因此，有關你的之資產將可能不會享有賦予在香港收取或持有你的資產的相同保障。

## 6. 提供代存郵件或將郵件轉交協力廠商的授權書的風險

假如你向經紀提供授權書，允許其代存郵件或將郵件轉交予協力廠商，那麼你便須盡速親身收取所有關於你的有關賬戶的成交單據及結算，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

## 7. 在聯交所買賣納斯達克 — 美國證券交易所證券的風險

按照納斯達克 — 美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢經紀的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主機板或創業板作第一或第二上市的證券類別加以監管。

## 8. 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，包括有關系統硬體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：

- 8.1 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；
- 8.2 與經紀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；
- 8.3 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幹擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；
- 8.4 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；
- 8.5 未經授權協力廠商可能獲得通訊及個人資料；
- 8.6 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
- 8.7 刊登在經紀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經紀的網站進行的交易，如有疑問，投資者應聯絡經紀，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。

# RISK DISCLOSURE STATEMENT --- SECURITIES TRADING ACCOUNT

## 1 RISK OF SECURITIES TRADING

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

## 2 RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

- 2.1 Growth Enterprise Market ("GEM") stocks involves a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.
- 2.2 You should will make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- 2.3 Current information on GEM stocks may only be found on the internet website operated by the SEHK. GEM companies are usually not required to issue paid announcements in gazette newspapers.
- 2.4 You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

## 3 RISK OF MARGIN TRADING

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

## 4. RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC

- 4.1 There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, replete your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.
- 4.2 If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.
- 4.3 Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.
- 4.4 You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.
- 4.5 If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.
- 4.6 A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

## 5. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by the Broker or its nominee(s) outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

## 6. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

If you provide the Broker with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of the Accounts and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion

## 7. RISK OF TRADING NASDAQ-AMEX SECURITIES ON THE SEHK

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult the Broker and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of the SEHK

## 8. 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:

- 8.1 the internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, 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;
- 8.2 access to the website operated by the Broker 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 or maintenance or for other reasons;
- 8.3 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;
- 8.4 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;
- 8.5 communications and personal data may be accessed by unauthorized third parties;
- 8.6 instructions given through the internet or other Electronic Media may be executed without being subject to human review; and
- 8.7 the status of your instructions or orders for Transactions in the Account or execution thereof and your cash position, securities position or other details relating to your Account as reflected in any acknowledgement, confirmation or other record posted on the Broker's 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 and that, in the case of doubt; you should contact the Broker to ascertain the status of your other Transactions in your Account or other details relating to your Account.

## 風險披露聲明 --- 期貨交易賬戶

本聲明指在概述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）和你就此須承擔的風險程度。期貨及期權買賣對很多投資者都並不適合，你應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

### 一、 總論

#### 1. 期貨及期權交易的風險

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如「止蝕」或「限价」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的賬戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

#### 2. 在香港以外地方收取或持有的客戶財產的風險

經紀或其代理人在香港以外地方收取或持有你的資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第 571 章）及根據證券及期貨條例制訂的規則可能有所不同。因此，有關你的資產將可能不會享有賦予在香港收取或持有你的資產的相同保障。

#### 3. 提供代存郵件或將郵件轉交協力廠商的授權書的風險

假如你向經紀提供授權書，允許他人代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你賬戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

### 二、 期貨

#### 4. 「槓桿」效應

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對你投入或將需要投入的資金造成大比例的影響，所以，對你來說，這種槓桿作用可說是利弊參半。因此你可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額；若果市況不利你所持倉盤或保證金水平提高，你會遭追收保證金，即須在短時間內存入額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外的資金，你可能被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由你承擔。

#### 5. 減低風險買賣指示或投資策略

即使你採用某些旨在預設虧損限額的買賣指示（如「止蝕」或「止蝕限价」指示），也可能作用不大，因為市況可以令這些買賣指示無法執行。至於運用不同持倉組合的策略，如「跨期」或「馬鞍式」等組合，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

### 三、 期權

#### 6. 不同風險程度

- 6.1 期權交易的風險非常高，投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。你應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。
- 6.2 購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任（參閱上文「期貨」一節）。如所購入的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你可以從這類期權獲利的機會極微。
- 6.3 出售（「沽出」或「賣出」）期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失、倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權買方將獲得期貨倉盤及附帶的保證金責任（參閱上文「期貨」一節）。期權賣方持有相應數量的相關資產或期貨或其他期權作「備兌」，則所承受的風險或會減少。假如有關期權並無任何「備兌」安排，虧損風險可以是無限大。
- 6.4 某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終必須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

### 四、 期貨及期權的其他常見風險

#### 7. 合約的條款及其細則

你應向替你進行交易的商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任（例如在什麼情況下你或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制）。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則（包括期權行使價），以反映合約的相關資產的變化。

#### 8. 暫停或限制交易及價格關係

- 8.1 市場情況（例如市場流通量不足）和/或某些市場規則的施行（例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易），都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。如果你賣出期權後遇到這種情況，你須承受的虧損風險可能會增加。
- 8.2 此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉的期貨合約須受價格限制所規限，但期權本身則不受規限。缺乏相關資產參考價格會導致投資者難以判斷「公平」價格。

## 9. 存放的現金及財產

如果你為在本地或海外進行的交易存放款項或其他財產，你應瞭解清楚該等款項或財產會獲得那些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於你的財產將會如現金般按比例分配予你。

## 10. 佣金及其他收費

在開始交易之前，你先要清楚瞭解你必須繳付的所有佣金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤（如有）或增加你的虧損。

## 11. 在其他司法管轄區進行交易

在其他司法管轄區的市場（包括與本地市場有正式連繫的市場）進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行該項交易的所有規則你本身所在地的監管機構，將不能迫使你已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，你應先向有關商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施或有關詳情。

## 12. 貨幣風險

以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在你本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

## 13. 交易設施

電子交易的設施是以電腦組成系統來進行買賣盤傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司和 / 或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，你應向為你進行交易的參與者查詢這方面的詳情。

## 14. 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，包括有關系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：

- 14.1 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；
- 14.2 與經紀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；
- 14.3 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幹擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；
- 14.4 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；
- 14.5 未經授權協力廠商可能獲得通訊及個人資料，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
- 14.6 刊登在經紀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經紀的網站進行的交易，如有疑問，投資者應聯絡經紀，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。

## 15. 場外交易

在某些司法管轄區，同時在特定情況下，有關商號獲准進行場外交易。為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，你在進行該等交易前，應先瞭解適用的規則和有關的風險。

## **RISK DISCLOSURE STATEMENT --- 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 members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

### **(A) GENERAL**

#### **1. RISK OF TRADING FUTURES AND OPTIONS**

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position(s) may be liquidated. You will remain liable for any resulting deficit in your account. You therefore agree to study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your financial position and investment objectives. You will trade in options only if you understand the exercise and expiration procedures and the rights and obligations upon exercise or expiry.

#### **2. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**

Your assets received or held by the Broker or its nominee(s) outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such assets may not enjoy the same protection as that conferred on your assets received or held in Hong Kong.

#### **3. RISKS OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES**

If you provide the Broker with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

### **(B) FUTURES**

#### **4. EFFECT OF "LEVERAGE" OR "GEARING"**

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

#### **5. RISK-REDUCING ORDERS OR STRATEGIES**

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

### **(C) OPTIONS**

#### **6. VARIABLE DEGREES OF RISK**

- 6.1 Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.
- 6.2 The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.
- 6.3 Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is 'covered' by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.
- 6.4 Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### **(D) ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS**

#### **7. TERMS AND CONDITIONS OF CONTRACTS**

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

## **8. SUSPENSION OR RESTRICTION OF TRADING AND PRICING RELATIONSHIPS**

- 8.1 Market conditions (e.g. illiquidity) and /or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.
- 8.2 Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the Futures Contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

## **9. DEPOSITED CASH AND PROPERTY**

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

## **10. COMMISSION AND OTHER CHARGES**

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

## **11. TRANSACTIONS IN OTHER JURISDICTIONS**

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

## **12. CURRENCY RISKS**

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

## **13. TRADING FACILITIES**

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

## **14. 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:

- 14.1 the internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, 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;
- 14.2 access to the website operated by the Broker 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 or maintenance or for other reasons;
- 14.3 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;
- 14.4 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;
- 14.5 communications and personal data may be accessed by unauthorized third parties; and instructions given through the internet or other Electronic Media may be executed without being subject to human review; and
- 14.6 the status of your instructions or orders for Transactions in the Account or execution thereof and your cash position, commodity position or other details relating to your Account as reflected in any acknowledgement, confirmation or other record posted on the Broker's 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 and that, in the case of doubt; you should contact the Broker to ascertain the status of your other Transactions in your Account or other details relating to your Account.

## **15. OFF-EXCHANGE TRANSACTIONS**

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

## 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

### 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: Corporate

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: \_\_\_\_\_

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 - 實體

#### 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務管轄區的稅務當局。
- 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(\*)的項目為申報財務機構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) 實體或分支機構的法定名稱 \*

\_\_\_\_\_

(2) 實體成立為法團或設立所在的稅務管轄區

\_\_\_\_\_

(3) 商業登記號碼

\_\_\_\_\_

(4) 現時營業地址

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

\_\_\_\_\_

(5) 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

\_\_\_\_\_

#### 第 2 部 實體類別

在其中一個適當的方格內加上✓號，並提供有關資料。

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

### 第 3 部 控權人 (如實體帳戶持有人是被動非財務實體，填寫此部)

就帳戶持有人，填寫所有控權人的姓名在列表內。就法人實體，如行使控制權的並非自然人，控權人會是該法人實體的高級管理人員。

每名控權人須分別填寫一份 IR1457 表格 (自我證明表格 - 控權人)。

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

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

提供以下資料，列明 (a) 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。

如帳戶持有人是香港稅務居民，稅務編號是其香港商業登記號碼。

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 5 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

日期 (日/月/年)

(例如：公司的董事或高級人員、合夥的合夥人、信託的受託人等)

**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。**

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 - 控權人

#### 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務管轄區的稅務當局。
- 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 控權人的身分識辨資料

##### (1) 控權人的姓名

稱謂 (例如：先生、太太、女士、小姐)

姓氏 \*

名字 \*

中間名

##### (2) 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 你作為控權人的實體帳戶持有人

填寫你作為控權人的實體帳戶持有人的名稱。

實體	實體帳戶持有人的名稱
(1)	
(2)	
(3)	

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

提供以下資料，列明 (a) 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。

如帳戶持有人是香港稅務居民，稅務編號是其香港身份證號碼。

如沒有提供稅務編號，必須填寫合適的理由：

**理由 A** – 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 4 部 你作為控權人的實體帳戶持有人

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

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

## 第 5 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實體帳戶持有人所持有的帳戶，本人是控權人 / 本人獲控權人授權簽署本表格 #。

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

日期 (日/月/年)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(如你不是第 1 部所述的個人，說明你的身分。如果你是以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。**



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

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

**Do NOT use this form for:**

**Instead use Form:**

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

**Part I Identification of Beneficial Owner**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
--	---

**3** Name of disregarded entity receiving the payment (if applicable, see instructions)

**4** Chapter 3 Status (entity type) (Must check one box only):

<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part
		<input type="checkbox"/> International organization	

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III.  Yes  No

**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).  <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.  <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
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**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.	Country
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**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.	Country
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**Part I Identification of Beneficial Owner** (continued)

**8** U.S. taxpayer identification number (TIN), if required \_\_\_\_\_

<b>9a</b> GIIN _____	<b>b</b> Foreign TIN _____	<b>c</b> Check if FTIN not legally required. <input type="checkbox"/>
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**10** Reference number(s) (see instructions) \_\_\_\_\_

**Note:** Please complete remainder of the form including signing the form in Part XXX.

**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

**11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment

Branch treated as nonparticipating FFI.       Reporting Model 1 FFI.       U.S. Branch.

Participating FFI.       Reporting Model 2 FFI.

**12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address). \_\_\_\_\_

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

Country \_\_\_\_\_

**13** GIIN (if any) \_\_\_\_\_

**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)

**14** I certify that (check all that apply):

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

**b**  The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):

<input type="checkbox"/> Government	<input type="checkbox"/> Company that meets the ownership and base erosion test
<input type="checkbox"/> Tax-exempt pension trust or pension fund	<input type="checkbox"/> Company that meets the derivative benefits test
<input type="checkbox"/> Other tax-exempt organization	<input type="checkbox"/> Company with an item of income that meets active trade or business test
<input type="checkbox"/> Publicly traded corporation	<input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received
<input type="checkbox"/> Subsidiary of a publicly traded corporation	<input type="checkbox"/> No LOB article in treaty
	<input type="checkbox"/> Other (specify Article and paragraph): _____

**c**  The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

**15** **Special rates and conditions** (if applicable—see instructions):  
 The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_ of the treaty identified on line 14a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_  
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part IV Sponsored FFI**

**16** Name of sponsoring entity: \_\_\_\_\_

**17** **Check whichever box applies.**

I certify that the entity identified in Part I:

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

I certify that the entity identified in Part I:

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

**Part V Certified Deemed-Compliant Nonregistering Local Bank**18  I certify that the FFI identified in Part I:

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

**Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19  I certify that the FFI identified in Part I:

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

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

20 Name of sponsoring entity: \_\_\_\_\_

21  I certify that the entity identified in Part I:

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

**Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22  I certify that the entity identified in Part I:

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

**Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23  I certify that the entity identified in Part I:

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

**Part X Owner-Documented FFI**

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

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

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

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

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

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

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

**Part XI Restricted Distributor**

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

**Check box 25b or 25c, whichever applies.**

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

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

**Part XII Nonreporting IGA FFI**

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

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

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

**Part XIV International Organization**

**Check box 28a or 28b, whichever applies.**

- 28a**  I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b**  I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
  - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
  - The benefit of the entity's income does not inure to any private person; **and**
  - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XV Exempt Retirement Plans**

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

- 29a**  I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
  - Is operated principally to administer or provide pension or retirement benefits; **and**
  - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b**  I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - No single beneficiary has a right to more than 5% of the FFI's assets;
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
    - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
    - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
    - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
    - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c**  I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - Has fewer than 50 participants;
  - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
  - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
  - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

**Part XV Exempt Retirement Plans** *(continued)*

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

**Part XVI Entity Wholly Owned by Exempt Beneficial Owners**

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

**Part XVII Territory Financial Institution**

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

**Part XVIII Excepted Nonfinancial Group Entity**

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

**Part XIX Excepted Nonfinancial Start-Up Company**

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

**Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

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

**Part XXI 501(c) Organization**

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

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

**Part XXII Nonprofit Organization**

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

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

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

Check box 37a or 37b, whichever applies.

37a  I certify that:

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

b  I certify that:

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

**Part XXIV Excepted Territory NFFE**

38  I certify that:

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

**Part XXV Active NFFE**

39  I certify that:

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

**Part XXVI Passive NFFE**

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

Check box 40b or 40c, whichever applies.

b  I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**

c  I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.



▶ Section references are to the Internal Revenue Code.

Department of the Treasury  
Internal Revenue Service

▶ Go to [www.irs.gov/FormW8IMY](http://www.irs.gov/FormW8IMY) 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 for:**

**Instead, use Form:**

- A beneficial owner solely claiming foreign status or treaty benefits (other than a qualified intermediary (QI) acting as a qualified derivatives dealer (QDD)) . . . . . W-8BEN or W-8BEN-E
- A hybrid entity claiming treaty benefits on its own behalf (other than a QI acting as a QDD) . . . . . W-8BEN-E
- A foreign person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI
- A disregarded entity with a single foreign owner that is the beneficial owner (other than a QI acting as a QDD) of the income to which this form relates. Instead, the single foreign owner should use . . . . . W-8BEN, W-8ECI, or W-8BEN-E
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) . . . . . W-8EXP
- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign person documenting itself for purposes of section 6050W . . . . . W-8BEN, W-8BEN-E, or W-8ECI

**Part I Identification of Entity**

1 Name of organization that is acting as intermediary	2 Country of incorporation or organization
---	--

3 Name of disregarded entity (if applicable), see instructions

4 Chapter 3 Status (entity type) (Must check one box only.):

<input type="checkbox"/> QI (including a QDD). Complete Part III.	<input type="checkbox"/> Withholding foreign trust. Complete Part VII.
<input type="checkbox"/> Nonqualified intermediary. Complete Part IV.	<input type="checkbox"/> Nonwithholding foreign partnership. Complete Part VIII.
<input type="checkbox"/> Territory financial institution. Complete Part V.	<input type="checkbox"/> Nonwithholding foreign simple trust. Complete Part VIII.
<input type="checkbox"/> U.S. branch. Complete Part VI.	<input type="checkbox"/> Nonwithholding foreign grantor trust. Complete Part VIII.
<input type="checkbox"/> Withholding foreign partnership. Complete Part VII.	

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) (Must check one box only.):

<input type="checkbox"/> Nonparticipating foreign financial institution (FFI) (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). Complete Part IX (if applicable).	<input type="checkbox"/> Owner-documented FFI. Complete Part XI.
<input type="checkbox"/> Participating FFI.	<input type="checkbox"/> Restricted distributor. Complete Part XVII.
<input type="checkbox"/> Reporting Model 1 FFI.	<input type="checkbox"/> Foreign central bank of issue. Complete Part XVIII.
<input type="checkbox"/> Reporting Model 2 FFI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XIX.
<input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XIX).	<input type="checkbox"/> Exempt retirement plans. Complete Part XX.
<input type="checkbox"/> Territory financial institution. Complete Part V.	<input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XXI.
<input type="checkbox"/> Sponsored FFI (other than a certified deemed-compliant sponsored, closely held investment vehicle). Complete Part X.	<input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XXII.
<input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part XII.	<input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XXIII.
<input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part XIII.	<input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIV.
<input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part XIV.	<input type="checkbox"/> Excepted territory NFFE. Complete Part XXV.
<input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part XV.	<input type="checkbox"/> Active NFFE. Complete Part XXVI.
<input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part XVI.	<input type="checkbox"/> Passive NFFE. Complete Part XXVII.
	<input type="checkbox"/> Direct reporting NFFE.
	<input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.

6 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).

City or town, state or province. Include postal code where appropriate.	Country
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7 Mailing address (if different from above)

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

8 U.S. taxpayer identification number, if required ▶

QI-EIN       WP-EIN       WT-EIN       EIN

9a GIIN (if applicable) ▶

b Foreign taxpayer identification number, if required ▶

10 Reference number(s) (see instructions)

**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. Do not complete Part II for QDD branches. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment.
- Branch treated as nonparticipating FFI.  Reporting Model 1 FFI.  U.S. Branch.
- Participating FFI.  Reporting Model 2 FFI.
- 12** Address of branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

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

Country

- 13** GIIN (if any) ▶

### Chapter 3 Status Certifications

**Part III Qualified Intermediary**

**All Qualified Intermediaries**

- 14**  I certify that the entity identified in Part I (or branch, if relevant):
- Is a QI with respect to the accounts identified on line 10 or in a withholding statement associated with this form (as required) that is one or more of the following:
    - (i) Not acting for its own account;
    - (ii) A QDD receiving payments on underlying securities and/or potential section 871(m) transactions;
    - (iii) A QI assuming primary withholding responsibility for payments of substitute interest, as permitted by the QI Agreement.
  - Has provided or will provide a withholding statement (as required) for purposes of chapters 3 and 4, and section 1446(a), or section 1446(f), subject to the certifications made on this form.
  - To the extent it acts as a disclosing QI for purposes of section 1446(a) or (f) for payments associated with this form, the QI is to provide the required payee documentation to associate with an amount realized or an amount subject to withholding on a PTP distribution.

**Qualified Intermediaries When Not Acting As Qualified Derivatives Dealers (check all that apply)**

- 15a**  I certify that the entity identified in Part I of this form assumes primary withholding responsibility for purposes of chapters 3 and 4 for each account identified on a withholding statement attached to this form (or, if no withholding statement is attached to this form, for all accounts).
- b**  I certify that the entity identified in Part I of this form assumes primary withholding and reporting responsibility for each payment of an amount realized from the sale of an interest in a publicly traded partnership under section 1446(f) associated with each account identified on a withholding statement attached to this form for receiving such amounts (or, if no withholding statement is attached to this form, for all accounts).
- c**  I certify that the entity identified in Part I of this form assumes primary withholding as a nominee under Regulations section 1.1446-4(b)(3) for each distribution by a publicly traded partnership associated with each account identified on a withholding statement attached to this form for receiving such distributions (or, if no withholding statement is attached to this form, for all accounts).
- d**  I certify that the entity identified in Part I of this form is a QI acting as a qualified securities lender assuming primary withholding and reporting responsibilities with respect to payments that are U.S. source substitute dividends received from the withholding agent associated with each account identified on a withholding statement attached to this form (or, if no withholding statement is attached to this form, for all accounts).
- e**  I certify that the entity identified in Part I of this form assumes primary withholding responsibility for purposes of chapters 3 and 4 and primary Form 1099 reporting and backup withholding responsibility for all payments of U.S. source interest and substitute interest associated with this form, as permitted by the QI Agreement.
- f**  I certify that the entity identified in Part I of this form assumes primary Form 1099 reporting and backup withholding responsibility or reporting responsibility as a participating FFI or registered deemed-compliant FFI with respect to accounts that it maintains that are held by specified U.S. persons as permitted under Regulations sections 1.6049-4(c)(4)(i) or (c)(4)(ii) in lieu of Form 1099 reporting for each account identified on a withholding statement attached to this form (or, if no withholding statement is attached to this form, for all accounts).
- g**  I certify that the entity identified in Part I of this form does not assume primary Form 1099 reporting and backup withholding responsibility for each account identified on a withholding statement attached to this form (or, if no withholding statement is attached to this form, for all accounts).
- h**  (Complete only to the extent the entity identified in Part I of this form does not assume primary Form 1099 reporting and backup withholding responsibility.) If the entity identified in Part I of this form has allocated or will allocate a portion of a payment to a chapter 4 withholding rate pool of U.S. payees on a withholding statement associated with this form, I certify that the entity meets the requirements of Regulations section 1.6049-4(c)(4)(iii) with respect to any account holder of an account it maintains that is included in such a withholding rate pool.
- i**  (Complete only to the extent the entity identified in Part I of this form does not assume primary Form 1099 reporting and backup withholding responsibility.) If the entity identified in Part I of this form has allocated or will allocate a portion of a payment to a chapter 4 withholding rate pool of U.S. payees on a withholding statement associated with this form, to the extent the U.S. payees are account holders of an intermediary or flow-through entity receiving a payment from the entity, I certify that the entity has obtained, or will obtain, documentation sufficient to establish each such intermediary or flow-through entity status as a participating FFI, registered deemed-compliant FFI, or FFI that is a QI.

**Qualified Derivatives Dealers**

- 16a**  I certify that each QDD identified in Part I of this form or on a withholding statement associated with this form meets the requirements to act as a QDD (including approval by the IRS to so act) and assumes primary withholding and reporting responsibilities under chapters 3, 4, and 61 and section 3406 with respect to any payments it makes with respect to potential section 871(m) transactions.
- b** Entity classification of QDD:  Corporation  Partnership  Disregarded Entity

**Part IV Nonqualified Intermediary****Check all that apply.**

- 17a**  (All nonqualified intermediaries and QIs that are not acting in their capacity as such check here.) I certify that the entity identified in Part I of this form is not acting as a QI with respect to each account(s) for which this form is provided and is not acting for its own account.
- b**  I certify that the entity identified in Part I of this form is using this form to transmit withholding certificates and/or other documentation and has provided, or will provide, a withholding statement, as required. **Note:** If this form is provided for purposes of the entity's interest in a publicly traded partnership, see the instructions for Part IV before checking this **box**.
- c**  I certify that the entity identified in Part I of this form meets the requirements of Regulations section 1.6049-4(c)(4)(iii) with respect to any account holder of an account it maintains that is included in a withholding rate pool of U.S. payees provided on a withholding statement associated with this form (excluding a distribution from a publicly traded partnership).
- d**  I certify that the entity identified in Part I of this form is acting as a qualified securities lender (other than a QI) assuming primary withholding and reporting responsibilities with respect to payments associated with this form that are U.S. source substitute dividends received from the withholding agent.
- e**  To the extent that the entity identified in Part I of this form is providing an alternative withholding statement described in Regulations section 1.1441-1(e)(3)(iv)(C)(3) for any payments associated with the form, the entity represents that the information on all of the withholding statements associated with this withholding certificate have been (or will be) verified for inconsistency with any other account information the entity has for the beneficial owners for determining the rate of withholding with respect to each payee (applying the standards of knowledge under section 1441 or section 1471, as applicable).

**Part V Territory Financial Institution**

- 18a**  I certify that the entity identified in Part I is a financial institution (other than an investment entity that is not also a depository institution, custodial institution, or specified insurance company) that is incorporated or organized under the laws of a territory of the United States.

**Check the box on line 18b or 18c, whichever applies.**

- b**  I further certify that the entity identified in Part I is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. person for purposes of chapters 3 and 4 with respect to any reportable amounts and withholdable payments associated with this withholding certificate.
- c**  I further certify that the entity identified in Part I:
- Is using this form to transmit withholding certificates and/or other documentation for the persons for whom it receives a payment of a reportable amount or a withholdable payment; **and**
  - Has provided or will provide a withholding statement, as required.

**Check the boxes on lines 18d, and 18e or 18f, as applicable.**

- d**  I certify that the entity identified in Part I agrees to be treated as a U.S. person under Regulations section 1.1446(f)-4(a)(2)(i)(B) with respect to amounts realized on sales of interests in publicly traded partnerships.
- e**  I certify that the entity identified in Part I agrees to be treated as a U.S. person (as described in Regulations section 1.1441-1(b)(2)(iv)(A)) and as a nominee under Regulations section 1.1446-4(b)(3) with respect to distributions by publicly traded partnerships, **or**
- f**  Is not acting as a nominee for distributions from publicly traded partnerships and is providing withholding statements for the distributions. **Note:** If this form is provided for an amount realized, see the instructions for Part V before providing a withholding statement for an amount realized when the entity does not check the box on line 18d.

**Part VI Certain U.S. Branches**

- 19a**  I certify that the entity identified in Part I is a U.S. branch receiving reportable amounts or withholdable payments that are not income effectively connected with the conduct of a trade or business in the United States, distributions from publicly traded partnerships, or amounts realized on sales of interests in publicly traded partnerships.

**Check the box on line 19b or 19c, whichever applies.**

- b**  I certify that the entity identified in Part I is a U.S. branch of a foreign bank or insurance company described in Regulations section 1.1441-1(b)(2)(iv)(A) that is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. person with respect to any reportable amounts or withholdable payments associated with this withholding certificate.
- c**  I certify that the entity identified in Part I:
- Is using this form to transmit withholding certificates and/or other documentation for the persons for whom the branch receives a payment of a reportable amount;
  - Has provided or will provide a withholding statement, as required; **and**
  - In the case of a withholdable payment, is applying the rules described in Regulations section 1.1471-4(d)(2)(iii)(C).

**Check the boxes on lines 19d, and 19e or 19f, as applicable.**

- d**  I certify that the entity identified in Part I is a U.S. branch (as described in Regulations section 1.1446(f)-4(a)(2)(i)(B)) that is acting as a U.S. person with respect to amounts realized on the sales of interests in publicly traded partnerships,
- e**  I certify that the entity identified in Part I is a U.S. branch (as described in Regulations section 1.1441-1(b)(2)(iv)(A)) that is treated as a U.S. person and as a nominee with respect to distributions by publicly traded partnerships under Regulations section 1.1446-4(b)(3), **or**
- f**  Is not acting as a nominee for distributions from publicly traded partnerships and is providing withholding statements for the distributions. **Note:** If this form is provided for an amount realized, see the instructions for Part VI before providing a withholding statement for an amount realized when the U.S. branch does not check the box on line 19d.

**Part VII Withholding Foreign Partnership (WP) or Withholding Foreign Trust (WT)**

- 20  I certify that the entity identified in Part I is a withholding foreign partnership or a withholding foreign trust that is compliant with the terms of its WP or WT agreement.

**Part VIII Nonwithholding Foreign Partnership, Simple Trust, or Grantor Trust**

Check all that apply.

- 21a  I certify that the entity identified in Part I:
- Is a nonwithholding foreign partnership, a nonwithholding foreign simple trust, or a nonwithholding foreign grantor trust and is providing this form for payments that are not effectively connected, or are not treated as effectively connected, with the conduct of a trade or business in the United States; **and**
  - Is using this form to transmit withholding certificates and/or other documentation and has provided or will provide a withholding statement, as required for purposes of chapters 3 and 4, that is subject to the certifications made on this form.
- b  I certify that the entity identified in Part I is a foreign partnership or foreign grantor trust that is a partner in a lower-tier partnership and is providing this Form W-8IMY for purposes of section 1446(a).
- c  I certify that the entity identified in Part I is a foreign partnership receiving an amount realized on the transfer of an interest in a partnership for purposes of section 1446(f).
- d  I certify that the entity identified in Part I is a foreign partnership providing a withholding statement for a modified amount realized from the transfer (check, when applicable, only if box 21c is checked).
- e  I certify that the entity identified in Part I is a foreign grantor trust providing the form on behalf of each grantor or other owner of the trust under Regulations section 1.1446(f)-1(c)(2)(vii) that is transmitting withholding certificates and providing a withholding statement to allocate the amount realized to each grantor or other owner.
- f  To the extent the entity identified in Part I of this form is providing an alternative withholding statement described in Regulations section 1.1441-1(e)(3)(iv)(C)(3) for any payments associated with the form, the entity represents that the information on all of the withholding certificates associated with the withholding statement may be relied on based on the standards of knowledge under section 1441 or section 1471 applicable to the entity.

**Chapter 4 Status Certifications****Part IX Nonparticipating FFI with Exempt Beneficial Owners**

- 22  I certify that the entity identified in Part I is using this form to transmit withholding certificates and/or other documentation and has provided or will provide a withholding statement that indicates the portion of the payment allocated to one or more exempt beneficial owners.

**Part X Sponsored FFI**

23a Name of sponsoring entity: ► \_\_\_\_\_

Check the box on line 23b or 23c, whichever applies.

- b  I certify that the entity identified in Part I:
- Is an investment entity;
  - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
  - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- c  I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
  - Is not a QI, WP, or WT;
  - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
  - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

**Part XI Owner-Documented FFI**

**Note:** This status only applies if the U.S. financial institution, participating FFI, reporting Model 1 FFI, or reporting Model 2 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI. The owner-documented FFI must make the certifications below.

- 24a  I certify that the FFI identified in Part I:
- Does not act as an intermediary;
  - Does not accept deposits in the ordinary course of a banking or similar business;
  - Does not hold, as a substantial portion of its business, financial assets for the account of others;
  - Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
  - Is not affiliated with an entity (other than an FFI that is also treated as an owner-documented FFI) that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
  - Does not maintain a financial account for any nonparticipating FFI.

**Part XI Owner-Documented FFI** *(continued)***Check the box on line 24b or 24c, whichever applies.**

- b**  I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement (including any applicable owner documentation) that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
- c**  I certify that the FFI identified in Part I:
- Has provided, or will provide, an auditor's letter, signed no more than 4 years prior to the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2) and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement and Form W-9, with applicable waivers, as described in Regulations section 1.1471-3(d)(6)(iv).

**Part XII Certified Deemed-Compliant Nonregistering Local Bank**

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

**Part XIII Certified Deemed-Compliant FFI With Only Low-Value Accounts**

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

**Part XIV Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

- 27a** Name of sponsoring entity: ► \_\_\_\_\_
- b**  I certify that the FFI identified in Part I:
- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
  - Is not a QI, WP, or WT;
  - Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 27a; **and**
  - 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity that owns 100% of the equity interests in the FFI identified in Part I and is itself a sponsored FFI).

**Part XV Certified Deemed-Compliant Limited Life Debt Investment Entity**

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

**Part XVI Certain Investment Entities That Do Not Maintain Financial Accounts**

- 29  I certify that the entity identified in Part I:
- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A); **and**
  - Does not maintain financial accounts.

**Part XVII Restricted Distributor**

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

**Check the box on line 30b or 30c, whichever applies.**

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

- b  Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c  Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs, or will transfer the securities to a distributor that is a participating FFI, reporting Model 1 FFI, or reporting Model 2 FFI.

**Part XVIII Foreign Central Bank of Issue**

- 31  I certify that the entity identified in Part I is treated as the beneficial owner of the payment solely for purposes of chapter 4 under Regulations section 1.1471-6(d)(4).

**Part XIX Nonreporting IGA FFI**

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

**Part XX Exempt Retirement Plans****Check the box on line 33a, b, c, d, e, or f, whichever applies.**

- 33a  I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force;
  - Is operated principally to administer or provide pension or retirement benefits; **and**
  - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b  I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - No single beneficiary has a right to more than 5% of the FFI's assets;
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**

**Part XX Exempt Retirement Plans** *(continued)*

- (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
- (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
- (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
- (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c  I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - Has fewer than 50 participants;
  - Is sponsored by one or more employers, each of which is not an investment entity or passive NFFE;
  - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
  - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.
- d  I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e  I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f  I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XXI Excepted Nonfinancial Group Entity**

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

**Part XXII Excepted Nonfinancial Start-Up Company**

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

**Part XXIII Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

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

**Part XXIV Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

Check the box on line 37a or 37b, whichever applies.

- 37a  I certify that:
  - The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
  - The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_.
- b  I certify that:
  - The entity identified in Part I is a foreign corporation that is not a financial institution;
  - The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
  - The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_; **and**
  - The name of the securities market on which the stock is regularly traded is ► \_\_\_\_\_.

**Part XXV Excepted Territory NFFE**

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

**Part XXVI Active NFFE**

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

**Part XXVII Passive NFFE**

- 40  I certify that the entity identified in Part I:
  - Is a foreign entity that is not a financial institution (this category includes an entity organized in a possession of the United States that engages (or holds itself out as being engaged) primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest in such security, partnership interest, commodity, notional principal contract, insurance contract, or annuity contract); **and**
  - Is using this form to transmit withholding certificates and/or other documentation and has provided or will provide a withholding statement, as required.

**Part XXVIII Sponsored Direct Reporting NFFE**

- 41 Name of sponsoring entity: ► \_\_\_\_\_
- 42  I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 41.

**Part XXIX 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. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income or proceeds for which I am providing this form or any withholding agent that can disburse or make payments of the amounts for which I am providing this form.

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

**Sign Here** ► \_\_\_\_\_

Signature of authorized official Print Name Date (MM-DD-YYYY)

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

身份聲明表格 - 適用於《海外帳戶稅收合規法案》(FATCA)  
IDENTITY DECLARATION FORM – Applicable to Foreign Account Tax Compliance Act (FATCA)

公司帳戶 Corporate Account

帳戶號碼 Account No.:		
客戶類別 Client Type(s)	<input type="checkbox"/> 證券帳戶 (#現金/保證金) Securities Account (#Cash/Margin)	<input type="checkbox"/> 期貨帳戶 Futures Account
公司名稱 Company Name		
英文 (English):		
中文 (Chinese):		
#商業登記號碼/註冊地的註冊號碼(非本地): #Business Registration No./Registered No. in country of Incorporation(non-local):		
註冊日期及註冊國家 Date and Country of Incorporation:		
FATCA 類別 FATCA Classification:		
全球仲介機構識別號碼(如適用) Global Intermediary Identification No.(If applicable):		

# 如果不適用，劃掉 cross out if not applicable

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

本部分允許貴公司根據《外國帳戶稅務合規法案》(“FATCA”) 申報貴公司的身份。

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

請選擇其中一項 Please select one only	
1. 本法團是在美國或根據美國法律或美國任何洲份(包括哥倫比亞特區)的法律註冊成立、創立或組成。 The entity is incorporated, created or organized in the United States of America or under the law of the United States of America or of any of the States of the United States of America, including the District of Columbia.	<input type="checkbox"/>
2. 本法團是金融機構。 The entity is a financial Institution.	<input type="checkbox"/>
3. The entity has US citizen(s)/US tax resident(s) who is/are substantial shareholder(s) owning more than 10% of shareholding. 本法團有持有超過 10% 股權的重大權益股東為美國公民/美國稅務居民。	<input type="checkbox"/>
4. 本法團成立為投資工具(如對沖基金), 並有持超過 10% 股權的重大權益股東為美國公民/美國稅務居民。 The entity is set up as an investment vehicle (e.g. hedge fund) having US citizen(s)/US tax resident(s) who is/are substantial shareholder(s) owning more than 10% of shareholding.	<input type="checkbox"/>
5. 本法團成立為信託, 並有信託受益人為美國公民/美國稅務居民。The entity is set up as trust which has US citizen(s)/US tax resident(s) who is/are beneficiary(ies) of the trust.	<input type="checkbox"/>
6. 其他法團實體. 請注明: _____ Other entities. Please state: _____	<input type="checkbox"/>

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

本法團同意日發匯報本法團的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。 The entity hereby grants consent to Rifa to report the entity 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, 此帳戶會被列為拒絕披露資料帳戶, 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帳戶結餘、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《外國帳戶稅務合規法》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《外國帳戶稅務合規法》(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，或金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 of or 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：

- a) 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；
- b) 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；
- c) 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:

- a) any laws binding or applying to it within or outside Hong Kong existing currently and in the future;
- b) 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
- c) 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帳戶資料的記錄、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：

- a) 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
- b) 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 and 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收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. 帳戶終止 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帳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 Limited or Rifa Futures Limited

客戶聲明 Declaration by client

本法團確認本法團所提供的資料是真實、準確及完整的。

The entity hereby confirms the information provided by us is true, accurate and complete.

本法團同意並承諾，倘向日發提供的資料有任何變更，本法團會於 **7 個工作天內**通知日發。

The entity agree and undertake to notify Rifa **within 7 working days** if there is a change in any information which we have provided to Rifa.

本法團將就日發因履行 FATCA 義務及／或向美國稅務機構關於披露資料所引致或產生的任何損失、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。

The entity 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.

本法團確認並接受稅務要求通知的規定，並明白並接受此有關《外國帳戶稅務合規法》和其他適用法律的聲明和協定將為客戶協議之一部分，本法團明白倘未能提供所需表格及／或資料，則日發將無法為本法團開立帳戶。

The entity 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 the entity if the requested form(s) and/or information are not provided.

客戶簽署

Client's Signature

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授權人士簽字及印鑑

Authorized Signature(s) & Company Chop

日期 Date:

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:

<input type="checkbox"/> 滬股通 <input type="checkbox"/> 深港通 <input type="checkbox"/> 其他市場
<input type="checkbox"/> 美國市場 <input type="checkbox"/> 已填寫 W-8BEN / W-8BEN-E 表格 表格簽署日期: _____ <input type="checkbox"/> 已填寫 FATCA 身份聲明表格

### 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