



聚富證券有限公司

**Riches Depot Securities Co., Limited**

開戶表格 – 現金帳戶 (公司帳戶)

**Account Opening Form – Cash Account (Corporate Account)**



## 開戶表格 CLIENT INFORMATION FORM

## 客戶資料 — 公司帳戶 CLIENT INFORMATION – CORPORATE / PARTNERSHIP / SOLE PROPRIETORSHIP

申請開戶日期 Application Date \_\_\_\_\_

客戶主任編號 AE Code No. \_\_\_\_\_

## 公司資料 Company Information

公司名稱(中文) Name of Company / Corporation in Chinese	公司名稱(英文) Name of Company / Corporation in English	
經營名稱 Trading Name ( 如跟上述不同 if different from above)		
香港商業登記證號碼 HK Business Registration No.	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 Principal Place of Business in Hong Kong		
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、帳戶結單及信件送至 All trading confirmations, 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 Office
<input type="checkbox"/> *其它 Other (請註明 specify) _____		

法定股本 Authorized Capital	發行股本 Paid-up Capital	
最近的審計帳目，淨資產值為(港幣\$)Net Asset Value based on latest audited accounts (HK\$)		
<input type="checkbox"/> Below HK\$1,000,000以下		<input type="checkbox"/> HK\$1,000,000 - HK\$10,000,000
		<input type="checkbox"/> Over HK\$10,000,000以上
最近的審計帳目，除稅後盈利為(港幣\$) Profit after Tax based on latest audited accounts (HK\$)		
<input type="checkbox"/> Below HK\$1,000,000以下		<input type="checkbox"/> HK\$1,000,000 - HK\$10,000,000
		<input type="checkbox"/> Over HK\$10,000,000以上
<input type="checkbox"/> 虧損，數額為 Loss with amount at HK\$ _____		
香港銀行資料 – 供支帳時存款用(Hong Kong) Bank Reference – For deposit of funds when withdraw from your securities account		
1. 銀行名稱及分行 Bank Name and Branch		戶口號碼 Account No. _____
2. 銀行名稱及分行 Bank Name and Branch		戶口號碼 Account No. _____

## 公司結構 Company Structure

董事姓名 Name(s) of Director(s)	身份證/護照號碼 ID 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 ID 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 ID No. / Passport No.	聯絡電話 Contact No.
1. Mr/Ms _____	_____	_____
2. Mr/Ms _____	_____	_____
3. Mr/Ms _____	_____	_____
4. Mr/Ms _____	_____	_____
5. Mr/Ms _____	_____	_____
有效條件 (若有) Rules (if any) _____		
最終擁有本戶口實質權益的人士為 The ultimate beneficial owner(s) of the Account is/are		
姓名 Name	聯絡電話 Contact No.	地址 Address
1. _____	_____	_____
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 SFC ?		
<input type="checkbox"/> 否 NO <input type="checkbox"/> 是 YES, 中央編號 CE No. _____		
貴公司之任何董事、股東或授權人士是否其他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 a participant of The Stock Exchange of Hong Kong or registered person under the Securities and Future Ordinance?		
<input type="checkbox"/> 否 NO <input type="checkbox"/> 是 YES, 董事、股東或授權人 Director/ Shareholder/ Authorized person		
名稱 Name _____ 職位 Position _____ 中央編號 CE No. _____		
貴公司之任何董事、股東或授權人士是否與聚富證券有限公司或其相關公司的職員有關連 ? Is any director, shareholder or authorized person of the company related to employee(s) of Riches Depot Securities Co., Limited or any of its related company ?		
<input type="checkbox"/> 否 NO <input type="checkbox"/> 是 YES, 職員名稱 Staff Name _____ 關係 Relationship _____		

## 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"/> 否 NO	
期貨及期權 Futures & Options	<input type="checkbox"/> 有, _____ 年經驗 YES, for _____ year(s)	<input type="checkbox"/> 否 NO	
外匯及商品 Forex & Commodity	<input type="checkbox"/> 有, _____ 年經驗 YES, for _____ year(s)	<input type="checkbox"/> 否 NO	
沽空經驗 Short Sales Experience	<input type="checkbox"/> 有, _____ 年經驗 YES, for _____ year(s)	<input type="checkbox"/> 否 NO	
其他 Other _____			
投資目的 Investment Objective:			
<input type="checkbox"/> 資本增值 Capital growth	<input type="checkbox"/> 短線 Short-term	<input type="checkbox"/> 中長線 Mid to Long Term	<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) _____	
衍生產品的認識 Knowledge of Derivatives			
曾經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 )	<input type="checkbox"/> 有Yes	<input type="checkbox"/> 沒有No	
Had undergone training or attended course that provides general knowledge of the nature and risks of derivatives			
曾經或現時從事與衍生產品有關之工作	<input type="checkbox"/> 有Yes	<input type="checkbox"/> 沒有No	
Had been or is currently engaged in work related to derivatives products			
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。 )	<input type="checkbox"/> 五次或以上	Five times or more	
Number of transaction of structured or derivative products (e.g. Derivative Warrants, Callable Bull/ Bear Contracts, Stock Options, Futures, Commodities, Structured Products and ETFs, etc.) executed in the past three years.	<input type="checkbox"/> 五次以下	Less than five times	

## 客戶聲明 Declaration By Client

本開戶表的資料均屬真實及正確。聚富證券有限公司(“聚富”)完全可以依靠這些資料及陳述作適當用途(包括任何收到書面通知的更新客戶資料)。客戶授權聚富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 Account opening Form is true and accurate. Riches Depot Securities Co., Limited (“Riches Depot”) is entitled to rely fully on such information and representations for applicable purposes(including any change hereof in writing as received by Riches Depot). Riches Depot is authorized at any time to contact anyone, including your banks, brokers or any credit agency, for the purpose of verifying the information provided on this Account Opening Form.

本公司，下述簽署客戶，明白使用任何聚富證券有限公司(“聚富”)之服務前，已透過電子郵件或已親身索取客戶綜合協議書並已閱讀及明白聚富最新版本的客戶協議書(“該協議書”)而本文件乃該協議書的一部份。本公司現申請開立上述類別的帳戶，並同意接受可不時被修改的該協議書包括其標準條款及細則及有關的附表所約束。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 any of Riches Depot service(s), have been through e-mail or in person obtaining Client Master Agreement of Riches Depot (“Agreement”), have read and understood the provisions of the current version of the Agreement of which this document forms a part. We hereby apply to open the above type of account(s) and agree to be bound by the Agreement including its Standard Terms and Conditions and relevant Schedule(s) as the same may be amended from time to time. We acknowledged and confirm that Riches Depot provided the Risk Disclosure Statements annexed hereto in a language of our choice (Chinese/English) and we have been invited to read the Risk Disclosure Statements, to ask questions and to take independent advice if the client(s) wish.

 授權人士簽署 Authorized Person Signature 姓名 Name _____	 授權人士簽署 Authorized Person Signature 姓名 Name _____
見證人簽署 Witness Signature _____ 見證人姓名 Witness Name _____ 身份證/護照號碼 ID / Passport No. _____ 日期 Date _____	
公司授權印鑑式樣 Specimen of Authorized Company Chop 簽署有效條件 Signing Instructions _____	

## 職員聲明 Declaration By Staff

我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的內容，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 to \_\_\_\_\_ (Name of client) in a language (Chinese/English) which the client(s) fully understand(s) and have invited the client(s) to read the Risk Disclosure Statements, to ask questions and to take independent advice if the client(s) wish(es).

持牌代表全簽署名 Signed by Licensed Representative:

持牌代表全名Full Name of Licensed Representative:

日期 Date

中央編號 CE No.

## 有關美國《海外帳戶稅收合規法案》

有關美國《海外帳戶稅收合規法案(Foreign Account Tax Compliance Act，簡稱 FATCA)》，香港政府已於 2014 年 5 月 9 日公佈與美國已完成就 FATCA 訂立版本二的《跨政府協議》的具體磋商。香港已被包括在已與美國達成實質上的《跨政府協議》的國家或地區名單上。在協議下，所有註冊金融機構需向美國國稅局(Internal Revenue Service)登記成為《外國金融機構(Foreign Financial Institution，簡稱 FFI)》，並有責任為所有與美國稅務居民相關的帳戶，包括個人、聯名及公司帳戶，向美國國稅局作出申報並代收預扣稅款，以及每年進行更新。

On 9 May 2014, Hong Kong's SAR government issued a press release that Hong Kong and the United States have concluded discussions on a Model 2 inter-governmental agreement (IGA) to assure compliance with the Foreign Account Tax Compliance Act (FATCA) of the United States. Under this agreement, all the registered financial institutions in Hong Kong are required to register as Foreign Financial Institution (FFI) with the US Internal Revenue Service (IRS) and disclose details of their US account holders including individual or joint accounts as well as corporate accounts. These financial institutions will be required to withhold tax for relevant US account-holders and update annually.

FATCA 將於 2014 年 7 月 1 日生效。有關 FATCA 條文內容，請瀏覽網頁 <http://www.irs.gov>；補充資料亦已刊載於香港交易所網站 <http://www.hkex.com.hk>。

FATCA has been in effect since 1 July 2014. For further information of FATCA, please refer to the website <http://www.irs.gov>; supplementary information has also been published on the HKEx website <http://www.hkex.com.hk>.

貴公司之股東是否持有美國護照或於美國居住？

是 不是 \*\* 如『是』，請填寫以下表格。

### **W-8BEN-E 表格 (公司) 及 W-9 表格**

Is any shareholder of your company holding a US passport or residing in US ?

Yes No \*\*If 『Yes』, please fill in the below Forms.

### **Form W-8BEN-E (Corporate) & Form W-9**

倘若日後貴公司之股東的國民身份有所變更，成為美國稅務居民，請立刻通知本公司，如有需要，將與 貴戶進行商討及澄清，以履行作為 FFI 的責任。

如對 FATCA 有任何疑問，請與熟識美國稅法條例的專業人士商討。如有刻意瞞報，美國國稅局可向所有瞞報客戶追討客戶資產的 30%，作為懲罰性扣繳稅款，因此，請貴戶正視此法案。

If any shareholder of your company changes his or her national identity to a US taxpayer in the future, please inform us immediately. If necessary, we will discuss and clarify with you to fulfill our responsibility as a FFI.

If you are in doubt concerning FATCA, please seek advice from professionals who are familiar with U.S. tax regulations. Anyone who intentionally conceals shall be subject to a punitive 30% withholding tax imposed by US IRS on relevant US-sourced payments. Therefore, please pay attention to these requirements.



日期: \_\_\_\_\_

致: 聚富證券有限公司  
香港中環皇后大道中39號豐盛創建大廈1301室

### 關於電話、傳真及電傳指示之授權及賠償事宜

本人/吾等僅此授權(惟你們沒有責任採取有關行動)你們按本人/吾等「付款/轉帳指示」接受任何口頭或書面指示是以電話、傳真傳遞方式或電傳方式,並授權你們按照指示採取行動,將本人/吾等於你們公司帳戶之款項支付予或轉帳至本人/吾等於你們公司已登記之銀行帳戶(為以下定義)。

本人/吾等願意承擔(i) 在完成登記工作前向你們提供本人/吾等銀行帳戶資料之所需文件及資料; (ii) 如日後本人/吾等向你所提供之銀行帳戶資料有所變更,本人/吾等會以書面作出通知。本人/吾等確認本人/吾等為該帳戶持有人並明白你們可在沒有披露原因的情況下拒絕本人/吾等之登記要求。本人/吾等同意你們依照任何聲稱由本人/吾等或本人/吾等授權代表(們)以上述電話、傳真傳遞或電傳方式所作出之口頭或書面指示(合稱「付款/轉帳指示」)而完成之交易,不論是否已獲本人/吾等授權、知悉或同意,對本人/吾等均具約束力。本人/吾等於此承諾會應你們的要求,並按你們認為需要之該種方式及於指定時間內,簽署你們依照上述「付款/轉帳指示」完成任何交易後,而需要完成授權手續之該等文件。

茲因你們同意按照上述授權而行事,本人/吾等承諾於任何時間賠償你們直接或間接因你們、你們的董事、職員或職員會員等接受本人/吾等的「付款/轉帳指示」及按此行事而引起之訴案、訴訟、索償、損失、費用及支出。

\_\_\_\_\_ (客戶簽署)

帳戶名稱:

Date : \_\_\_\_\_

Riches Depot Securities Co., Limited  
Room 1301, Prosperity Tower, 39 Queen's Road Central, Central, Hong Kong

Dear Sirs,

#### Re: AUTHORIZATION AND INDEMNITY IN RESPECT OF TELEPHONE, FAX & TELEX INSTRUCTIONS

I/We hereby authorize you to accept and act on (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission or telex regarding payment or transfer of funds from any of my/our account(s) with you to my/our bank account(s) ("Bank Accounts") which have been registered and approved by you upon my/our Payment/Transfer Instruction (as defined below).

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

I/We hereby undertake to sign upon your request such documents as you may require to complete the authorization of any transaction completed in accordance with the above Payment/Transfer Instructions in such manner and with such time limit as you may in your discretion require.

In consideration of your agreeing to act in accordance with the above authorization, I/We undertake to keep you indemnified at all time against, and to save you harmless from, all actions, proceedings, claims, loss damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your accepting my/our Payment/Transfer Instructions and acting thereon.

Yours faithfully,

\_\_\_\_\_  
Account Name: \_\_\_\_\_ Client's Signature(s)





聚富證券有限公司  
Riches Depot Securities Co., Limited

網上證券交易服務申請表(新登錄名稱)  
Electronic Trading Services Subscription Form (New Login User I.D.)

客戶姓名 Account Name	帳戶號碼 Account No.
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本人願意接受聚富證券有限公司以 **帳戶號碼** 作為 **登入名稱**。

I am willing to accept the Riches Depot Securities Co., Limited to issue the securities **Account No.** as the **Login name**.



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客戶簽署 Client Signature

日期 Date

For Official Use Only 公司專用

A.E.	Input	Check	Approval
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## 網上證券交易聲明 定義

「**聚富**」 定義聚富證券有限公司  
「**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，或聚富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**」 根據本協議聚富、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帳戶的任何有關交易發出指示或獲取證券的報價或其他資訊；

### 客戶聲明

本人/吾等，下列簽署者現向聚富申請網上證券交易服務。

本人/吾等，明白使用任何聚富之服務前，當已閱讀及明白聚富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。本人/吾等現申請開立電子交易服務，並同意 接受可不時被修改的該協議書包括其一般條款及附表B - 電子交易服務之附加條款及所有相關的附表所約束。本人/吾等確認已獲提供按本人/吾等選擇的語言(中文/英文)附於本表之風險披露聲明，並提出問題及徵求獨立的意見(如本人/吾等有此意願)。

**風險聲明** 證券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。

**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) 與聚富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 (包括硬件或軟件故障)、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) 未經授權第三方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) 刊登在聚富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，以及與投資者的帳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聚富的網站進行的交易，如有疑問，投資者應聯絡聚富，以確定投資者的交易的進度或與投資者的帳戶有關的其他資料。

### 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。聚富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。對於聚富因其 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，聚富無須負責。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聚富負責，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。倘若聚富收到互相抵觸的指示時，聚富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 Declaration DEFINITIONS

「**Riches Depot**」 Riches Depot Securities Co., Limited  
「**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 Riches Depot 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 Riches Depot or Riches Depot's contractor or agent or service provider from time to time under this Agreement which enables the Client to give instructions relating to any Transaction in the Account(s) or to obtain quotation on prices of securities or other information through any Electronic Media;

### DECLARATION BY CLIENT

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

### RISK 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 likely that losses will be incurred rather than profit made as a result of buying and selling securities.

### 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 Riches Depot 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 manual 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 Riches Depot'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 Riches Depot 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. Riches Depot may act on such instructions which Riches Depot believes to come from the Client without any duty to verify the identity of the person giving the instruction. Riches Depot shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond Riches Depot's 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 Riches Depot 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, Riches Depot may refuse to act on any of such instructions until Riches Depot 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.

# 風險披露聲明

## 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以在聯交所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白之處,應尋求獨立的專業意見。

## 3. 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。

## 4. 提供代存郵件或將郵件轉交第三方的授權書的風險

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第三方,那麼你便須盡速親身收取所有關於你的有關帳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。

## 5. 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板或創業板作第一或第二上市的證券類別加以監管。

## 6. 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(包括硬件或軟件故障)、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) 未經授權第三方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,以及與投資者的帳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帳戶有關的其他資料。

## 附加風險披露聲明

### 買賣衍生權證的風險

#### 1. 發行商失實風險

倘若衍生權證發行商破產而未能履行其所發行證券的責任，投資者只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，投資者須特別留意衍生權證發行商的財力及信用。

#### 2. 非抵押產品風險

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

#### 3. 槓桿風險

衍生權證是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，衍生權證的價值可以跌至零，屆時當初投資的資金將會盡失。

#### 4. 有效期的考慮

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

#### 5. 特殊價格移動

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

#### 6. 外匯風險

若投資者所買賣衍生權證的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響衍生權證的價格。

#### 7. 流通量風險

香港聯合交易所有限公司規定所有衍生權證發行商要為每一隻個別產品委任一名流通提供者，流通量提供者的職責在為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者或就不能進行買賣，直至有新的流通量提供者委任出來止。

#### 8. 時間損耗風險

假若其他情況不變，衍生權證愈接近到期日，價值會愈低，因此不能視為長線投資。

#### 9. 波幅風險

衍生權證的價格可隨相關資產價格的引申波幅而升跌，投資者須注意相關資產的波幅。

### 買賣牛熊證的風險

#### 1. 發行商失實風險

倘若牛熊證發行商破產而未能履行其所發行證券的責任，投資者只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，投資者須特別留意牛熊證發行商的財力及信用。

#### 2. 非抵押產品風險

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

#### 3. 槓桿風險

牛熊證是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，牛熊證的價值可以跌至零，屆時當初投資的資金將會盡失。

#### 4. 有效期的考慮

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

#### 5. 特殊價格移動

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

#### 6. 外匯風險

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

#### 7. 流通量風險

香港聯合交易所有限公司規定所有牛熊證發行商要為每一隻個別產品委任一名流通提供者，流通量提供者的職責在為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者或就不能進行買賣，直至有新的流通量提供者委任出來止。

#### 8. 強制收回風險

投資者買賣牛熊證，須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產值等同上市文件所述的強制收回價/水平，牛熊證即停止買賣，投資者只能收回已停止買賣的牛熊證由產品發行商按上市文件所述計算出來的剩餘價值（注意：剩餘價值可以是零）

#### 9. 融資成本

牛熊證的發行價已包括融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。牛熊證的年期愈長，總融資成本愈高。若一天牛熊證被收回，投資者即損失牛熊證整個有效期的融資成本。融資成本的計算程式載於牛熊證的上市文件。

### 買賣交易所買賣基金的風險

#### 1. 市場風險

交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別（如股票、債券或商品）的表現。交易所買賣基金經理可用不同策略達至目標，

但通常也不能在跌市中酌情採取防守策略。投資必須要有因為相關指數/資產的波動而蒙受損失的準備。

## 2.追蹤誤差

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

## 3.以折讓或溢價交易

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

## 4.外匯風險

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

## 5.流通量風險

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

## 6.賣交易所買賣基金的不同複製策略涉及對手風險

### (a) 完全複製及選具代表性樣本策略

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

### (b) 綜合複製策略

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

#### (i) 以掉期合約構成

- 總回報掉期 (total return swaps) 讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。
- 以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。

#### (ii) 以衍生工具構成

- 交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。
- 以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

## 買賣股票掛鉤票據的風險

1)賠本可能 - 如正股價格變動與投資者事前看法不同，有可能要虧損部分甚至全部本金。

2)承受股市市場風險 - 投資者需承受正股及股票市場價格波動的風險、派息及公司行動之影響及對手風險，並要有心理準備在票據到期時可能會收到股票或只收到比投資額為少的款項。

3)價格調整 - 投資者應注意，正股因派息而出現除息定價或會影響正股價格，以致連帶影響股票掛鉤票據到期的償付情況。投資者亦應注意發行商可能會由正股的公司行動而對票據作出調整。

4)準孳息計算 - 投資者應向經紀查詢買賣股票掛鉤票據及票據到期時因收到款項或正股而涉及的費用。香港交易所發布的準孳息數字並沒有將這些費用計算在內。

5)利息 - 股票掛鉤票據的孳息大都較傳統債券及定期存款提供的利息為高，但投資回報只限於個別票據可得的孳息。

### 文義如有歧異，應以英文本為準

本人/吾等 確認已仔細閱讀及完全明白本風險聲明，並願意承擔因買賣相關產品所帶來的潛在風險，並簽署確認。

## 客戶確認

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日期 \_\_\_\_\_ 帳戶號碼：\_\_\_\_\_

客戶姓名：\_\_\_\_\_

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 Document**



# RISK DISCLOSURE STATEMENT

## 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 involve 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 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 gazetted 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 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.

## 4. 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.

## 5. 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.

## 6. 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 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;

(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 manual 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 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.

## ADDITIONAL RISK DISCLOSURE STATEMENT

### Risk of Trading Derivative Warrants (“DWs”)

#### 1. Issuer default risk

In the event that a DW issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of DW issuers.

#### 2. Uncollateralised product risk

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

#### 3. Gearing risk

DWs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a DW may fall to zero resulting in a total loss of the initial investment.

#### 4. Expiry considerations

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

#### 5. Extraordinary price movements

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

#### 6. Foreign exchange risk

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

#### 7. Liquidity risk

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

#### 8. Time decay risk

All things being equal, the value of a DW will decay over time as it approaches its expiry date. DWs should therefore not be viewed as long term investments.

#### 9. Volatility risk

Prices of DWs can increase or decrease in line with the implied volatility of underlying asset price. Investors should be aware of the underlying asset volatility.

### Risk of Trading Callable Bull / Bear Contracts (“CBBCs”)

#### 1. Issuer default risk

In the event that a **CBBC** issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of **CBBC** issuers.

#### 2. Uncollateralised product risks

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

#### 3. Gearing risk

CBBCs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a CBBC may fall to zero resulting in a total loss of the initial investment.

#### 4. Expiry considerations

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

#### 5. Extraordinary price movements

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

#### 6. Foreign exchange risk

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

#### 7. Liquidity risk

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

#### 8. Mandatory call risk

Investors trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. Investors will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should also note that the residual value can be zero.

#### 9. Funding costs

The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

### Risk of Trading Exchange Trade Funds (“ETFs”)

#### 1. Market risk

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

#### 2. Tracking errors

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

#### 3. Trading at discount or premium

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

#### 4. Foreign exchange risk

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

#### 5. Liquidity risk

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

**6. Counterparty risk involved in ETFs with different replication strategies**

(a) **Full replication and representative sampling strategies**

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

(b) **Synthetic replication strategies**

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

(i) **Swap-based ETFs**

- Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.
- Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

(ii) **Derivative embedded ETFs**

- ETF managers may also use order derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.
- Derivative embedded ETFs are subject to counterparty risk of the derivative instruments issuers and may suffer losses if such issuers default or fail to honor their contractual commitments.

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

**Risks Involved in Trading Equity Linked Instruments ELIs)**

1. **Possibilities of losing investment**

Investors may lose part or all of their investment if the price of the underlying security moves against their investment view.

2. **Exposure to equity market**

Investors are exposed to price movements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. Investors must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.

3. **Price adjustment**

Investors should note that any dividend payment on the underlying security may affect its price and the pay back of the ELI at expiry due to ex-dividend pricing. Investors should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.

4. **Potential yield**

Investors should consult their brokers on fees and charges related to the purchase and sale of ELI and payment/delivery at expiry. The potential yields disseminated by the Hong Kong Stock Exchange have not taken fees and charges into consideration.

5. **Interest rates**

While most ELIs offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential yield of individual ELIs.

**In the event of any inconsistencies or discrepancies between the English and Chinese versions, the English version shall prevail.**

**I/We acknowledge that I/We have read and fully understood this Risk Disclosure Statement and I/We am/are willing to accept the risks associated with trading derivative products.**

**Acknowledged by**

**Date \_\_\_\_\_ Account No. \_\_\_\_\_**

**Account Name \_\_\_\_\_**

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**



## 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，買賣證券或外國證券，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人、保証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佣金、費用、收費和開支（包括律師費）；
- (d) 本人/吾等在本保証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/吾等終止本保証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/吾等在本保証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帳冊內記帳用的貨幣單位，息口則採用該客戶就保証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証書下欠爾等之款項而產生的一切費用和支出（以一全數彌償基準計算）。

2. 本人/吾等在本保証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) 如若本保証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，這裡指的是本保証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，本保証書對本人/吾等仍然具有約束力。

4. 若果本保証書是就一商號之該等法律責任而簽署的，本保証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，本保証書繼續有效，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. 在不損害本保証書的情況下，以及在不會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) 紿予該客戶或任何其他人士任何時間或寬容；
- (c) 繢發任何匯票、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証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証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，本保証書均不受影響。爾等在本保証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証書被視作已獲履行或解除，本保証書不但構成而是一項以爾等為受益人的連續性保証，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証書後一個月為止。
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証書或抵押品，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，本保証書均是附加於且不損害此等保証書或抵押品，其本身之效力亦不會受此等保証書或抵押品損害，以及當以付款或其他方式履行本保証書後，本保証書仍然是爾等之財產。
9. 若果本保証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証：
  - (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証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，視乎屬何種形況而定，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証書下之權利，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証書已被終止或不再是具有約束力的持續保証時（“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帳入或當作已被記帳入該新的或個別的戶口，以及當清償任何有關本保証書之索償時，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証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，記帳入本人/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帳戶口內，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，而假若任何記帳入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/吾等已支付本保証書之款額），本人/吾等不得就本保証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序（當中每項法律程序以下均稱「清盤」）中作証，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証書涵蓋的任何交易、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於此違反本條文，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於此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文件交還爾等，而本人/吾等會就本人/吾等或吾等任何一位或多位於此時侯收取的，與之有關的所有款項向爾等報帳。
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証書）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序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「保証抵押」），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，如上述般失效或減損的話，爾等有權保留保証抵押或其任何部分，直至爾等全權決定的一個延長時段屆滿為止。
14. 在任何按本保証書或為與之有關的其他目的而進行之法律程序中，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証。
15. 本人/吾等願意以該等法律責任記入爾等帳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帳，本人/吾等必須以相關部分記入爾等帳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/吾等必須支付爾等此等差額，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/吾等的情況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/吾等在本保証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. 根據本保証書發出的任何通知、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，收件人地址為本保証書中出現的地址，或者本保証書一方可能已經通知另一方不同的地址，這樣的話，則寄往該不同的地址，任何寫給本人/吾等之通知、要求或其他通訊在下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，爾等只需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. 即使本保証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，亦不會使本保証書之其他條文變成無效；解釋本保証書時，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証書內。
19. 在本保証書下，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)

「本保証書」一詞必須解釋為包括及涵蓋本保証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. 倘若本保証書由多於一方簽署，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，本保証書及吾等之處必須理解為同時提及吾等全部或任何一位，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十或本保証書之法律責任。
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，本保証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，轉讓其於本保証書下全部或部分權利予任何人士。
23. 本保証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. 倘若本保証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: \_\_\_\_\_

### 1. 若保證人為個人\* :

簽署、蓋章及交付



保證人姓名: \_\_\_\_\_

保證人簽署 : \_\_\_\_\_

見證人姓名: \_\_\_\_\_ )



見證人地址: \_\_\_\_\_ )

見證人簽署: \_\_\_\_\_

\_\_\_\_\_ )

見證人身份證/護照號碼: \_\_\_\_\_

### 2. 若保證人為法團\* :

簽署並加蓋法團印章

法團蓋章



獲授權人簽署/法團印章: \_\_\_\_\_

見證人姓名: \_\_\_\_\_ )



見證人地址: \_\_\_\_\_ )

見證人簽署: \_\_\_\_\_

\_\_\_\_\_ )

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

\* 請同時附上保證人之公司註冊證



**To: Riches Depot Securities Co., Limited**

**LETTER OF GUARANTEE**

1. In consideration of your agreeing at the request of the undersigned to open and/or continue to maintain an account or accounts in the name of \_\_\_\_\_ (I.D./Certificate of Incorporation no. \_\_\_\_\_ ), (hereinafter called the "Client") for the purchase and sale of securities or foreign securities and/or granting or continuing to make available credit facilities or other financial accommodation to the Client, I/we, \_\_\_\_\_ (I.D./Certificate of Incorporation no. \_\_\_\_\_ ), of whose registered office is situated at \_\_\_\_\_ hereby unconditionally guarantee, undertake and agree with you as principal obligor and not merely as surety on your written demand to pay and discharge the following (hereinafter called the "Liabilities") :

- (a) all liabilities incurred by you in connection with your dealings in securities on behalf of the Client;
- (b) all monies now or hereafter paid for or on account of the Client (whether alone or jointly with any other person) by you;
- (c) all other liabilities of the Client to you whatsoever, whether actual or contingent, present or future and including, without limitation, liabilities incurred as a guarantor or surety together with all interest thereon and commission, costs, charges and expenses chargeable by you against the Client (including legal fees), from time to time remaining unpaid or undischarged;
- (d) interest, in the currency in which such sums are denominated in your book, on all sums due from me/us to you under this Guarantee or the outstanding balance there from time to time during the period from the date of demand by you as aforesaid or from the date of discontinuance of this Guarantee by me/us, until the date when such sums are discharged in full (after as well as before judgement) at a rate or rates at which the Client would have been liable to pay interest in respect of the monies guaranteed; and
- (e) all costs and expenses (on a full indemnity basis) arising out of or in connection with your recovery attempted recovery of monies due to you under this Guarantee.

2. My/Our liability under this Guarantee shall extend to cover:

- (a) in the case of the death, bankruptcy or liquidation of the Client, all sums which would have been owing to you by the Client if such death had occurred or such bankruptcy or liquidation had commenced at the time when you received actual notice thereof and notwithstanding such death, bankruptcy or liquidation;
- (b) all monies obtained from or liabilities incurred to you notwithstanding that the borrowing or the incurring of such liabilities may have been invalid or in excess of the powers or capacity of the Client or of any director, attorney, agent or other person purporting to borrow or act on behalf of the Client and notwithstanding any other irregularity in the borrowing or the incurring of such liabilities;
- (c) in the event of the discontinuance by any means of this Guarantee, all cheques, drafts, bills notes and negotiable instruments drawn by or for the account of the Client on you and purporting to be dated on or before the date when such discontinuance become known to you or (in the case of notice to discontinue given hereunder) took effect although presented to or paid by you after that date;
- (d) all liabilities of the Client to you at such date whether actual or contingent and whether payable forthwith or at some future time and also all credit then extended or arranged by you for the Client; and
- (e) all monies owing to you by the Client or any liabilities incurred by you in connection with your dealings or contract(s) with the Client arising or incurred at any date before the discontinuance of this Guarantee, notwithstanding that such dealings or contract(s) are void or voidable for any reason whatsoever or have ceased or have been terminated either at the instigation of you or the Client, or from the operation of any applicable law.

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 or 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 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 despatched; 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.

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

## 1. If Guarantor is an Individual :

**SIGN SEALED AND DELIVERED**

)

by \_\_\_\_\_ )

in the presence of : )

**Signature of Guarantor**

Name of witness : \_\_\_\_\_ )

Address of Witness : \_\_\_\_\_ )      Signature of Witness : \_\_\_\_\_

I.D. / Passport No. of witness \_\_\_\_\_

## **2. If Guarantor is a Corporation :**

SIGN with Common Seal )

of \_\_\_\_\_ and SIGNED )

by \_\_\_\_\_ )

in the presence of : )

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**Authorized Signature(s) / Common Seal**

Name of witness : \_\_\_\_\_ )

Address of Witness : \_\_\_\_\_ ) Signature of Witness : \_\_\_\_\_

\_\_\_\_\_) I.D. / Passport No. of witness \_\_\_\_\_

\* in case the Guarantor is an individual, please provide a copy of the Guarantor's ID Card / Passport.

\* in case the Guarantor is a corporation, please provide a copy of the Guarantor's Certificate of Incorporation



# 董事會議決

\_\_\_\_\_ (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，於聚富證券有限公司 (下稱「經紀」) 開立一個現金證券帳戶 (下稱「交易帳戶」)。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帳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帳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帳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

姓名

職銜

簽名樣式

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。

董事

姓名：

日期：

董事/公司秘書

姓名：

## MINUTES 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 securities trading account ("Account") be opened with Riches Depot Securities Co., 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

Name

Title

Specimen Signature

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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.
4. That the Broker be informed from time to time by notice in writing of any change in the above list of Authorized Persons and that the Broker 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.

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Chairman

Name:

Date:

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Director / Company Secretary

Name:

**聚富證券有限公司**  
**Riches Depot Securities Co., Limited**

**Client Risk Profiling Questionnaire – Investment Products**  
**投資產品 - 風險承受能力問卷**  
**(for Corporate Account 公司客戶適用)**

This questionnaire serves to help your company to assess the risk attitude based on your company's ability to take risk and your company's risk tolerance level. If your company's situation or investment goals changes, your company should approach us and update the information in this questionnaire as soon as possible for us to re-assess your company's risk profile.

這份問卷是根據貴公司承受風險的能力及風險接受程度以評估貴公司的風險態度。如貴公司的情況或投資目標有變動，應聯絡我們及更新貴公司的資料，以便重新評估貴公司的投資風險取向。

**Information provided will be kept confidential. 貴公司提供的資料將絕對保密。**

Client's Name : 客戶名稱 :	
Client Code : 客戶編號 :	

Answer & Score 答案與分數
Q1. What is the amount of net liquid assets that your company will set aside for investing in investment product initially and additionally during its investment period 貴公司預留多少淨流動 資產用在初期及投資期內的投資?  a. Less than HK\$500,000, 少於港幣\$500,000 b. HK\$500,001 to HK\$1,000,000, 港幣\$500,001 至 港幣\$1,000,000 c. HK\$1,000,001 to HK\$5,000,000, 港幣\$1,000,001 至 港幣\$5,000,000 d. HK\$5,000,001 to HK\$10,000,000, 港幣\$5,000,001 至 港幣\$10,000,000 e. Over HK\$10,000,000, 多於港幣\$10,000,000
Q2 Does your company employ any dedicated personnel responsible for making investment decisions? 貴公司有否聘用專責人員負責作出投資決定?  a. Yes, we have senior management with relevant professional qualifications to make investment decisions. 有，本公司擁有相關專業資格的管理層負責作出投資決定。 b. No, but we have adequate knowledge on making investment decisions. 沒有，但本公司對投資決定有足夠知識。 c. No, but we have some knowledge on making investment decisions 沒有，但本公司對投資決定有一定知識。 d. No, but we have a little knowledge on making investment decisions. 沒有，但本公司對投資決定有少許知識。 e. No, we do not have knowledge on making investment decisions. 沒有，本公司對投資決定沒有知識。
Q3 How many years of investment experience (exclude savings, fixed deposit and foreign currency deposit) does your company have ? 貴公司有多少年投資經驗 (不包括儲蓄、定期 儲蓄及外幣儲蓄)?  a. Over 10 years, 多於 10 年 b. 7 - 10 years, 7 - 10 年 c. 4 - 6 years, 4 - 6 年 d. 1 - 3 years, 1 - 3 年 e. None or less than 1 year, 沒有或少於 1 年

<p>Q4 Which of the following products your company has previously invested? 貴公司曾否投資於以下產品? (you may select more than 1 option, 您可選擇多於一項)</p> <ol style="list-style-type: none"> <li>Savings/Fixed Deposits/Foreign Currency Deposit , 儲蓄/定期儲蓄/外幣儲蓄</li> <li>Bonds/Certificate of Deposits/Stocks/Mutual Funds/Unit Trust , 債券/存款證/證券/基金/單位信託基金</li> <li>Investment-Linked Insurance Plans , 投資相連保險計劃</li> <li>Derivatives/Structure Products/Linked Deposits/FX Trading (Margin/Leveraged),衍生產品/結構性產品/掛鈎存款/外匯投資 (孖展/槓桿)</li> <li>None , 沒有</li> </ol>	
<p>Q5 How long is the expected investment horizon of your company? 貴公司的預計投資年期是多久?</p> <ol style="list-style-type: none"> <li>Over 10 years , 多於 10 年</li> <li>7 - 10 years , 7 - 10 年</li> <li>4 - 6 years , 4 - 6 年</li> <li>1 - 3 years , 1 - 3 年</li> <li>Less than 1 year , 少於 1 年</li> </ol>	
<p>Q6 What is current objective for investment of your company? 貴公司現時之投資目標是?</p> <ol style="list-style-type: none"> <li>Maximize capital growth as soon as possible 以最短時間，爭取最高回報</li> <li>Gradual long-term capital growth 資本長期地逐漸增長</li> <li>Stable, balanced income and capital growth 穩定、平衡收入與資本增長</li> <li>Earn a return which is slightly above bank deposit 賺取略高於銀行存款的回報</li> <li>Capital preservation with a return similar to bank deposit rate 保本及賺取相約於銀行存款的回報</li> </ol>	
<p>Q7 Which of the following statement could best describe your company's attitude towards investment risk? 以下那一段句子最能反映貴公司對風險的態度?</p> <ol style="list-style-type: none"> <li>We never consider risks, as we aim to maximize returns 本公司不會考慮風險，務求得到最高回報</li> <li>We are willing to accept more risks, as we aim for more returns 本公司願意承受較高的風險，以換取更高回報</li> <li>We are willing to strike a balance between risks and returns 本公司會平衡風險與回報</li> <li>We will try to avoid risks but minor ones are still acceptable 本公司會盡量回避風險，但仍可承受較低的波動</li> <li>We are risk averse and don't want to take any risks 本公司不願意承受任何風險</li> </ol>	
<p>Q8 Generally, the higher the expected return the higher price fluctuation may be involved. What level of annualized price fluctuation would your company generally be comfortable with? 一般而言，預期較高回報，亦會涉及較高的價格波幅。貴公司可以接受以下哪個年度價格波幅?</p> <ol style="list-style-type: none"> <li>Price fluctuates between -20% and +20%, 價格波幅介乎 -20% 至 +20%</li> <li>Price fluctuates between -15% and +15%, 價格波幅介乎 -15% 至 +15%</li> <li>Price fluctuates between -10% and +10%, 價格波幅介乎 -10% 至 +10%</li> <li>Price fluctuates between -5% and +5%, 價格波幅介乎 -5% 至 +5%</li> <li>No price fluctuation, 沒有價格波幅</li> </ol>	
<p>Q9 In general, how much liquid assets (including cash or highly liquid assets: e.g. foreign currency, bullion etc.) has your company reserved for monthly operational expenses? 在一般情況下，貴公司會預留多少流動資金(包括現金或高流通性資產: 如外幣、黃金等)作為每月營運開支儲備?</p> <ol style="list-style-type: none"> <li>12 months or above operational expenses, 12 個月以上的營運開支</li> <li>6 month to less than 12-month operational expenses, 6 個月至 12 個月以下的營運開支</li> <li>3 month to less than 6-month operational expenses, 3 個月至 6 個月以下的營運開支</li> <li>Less than 3 months operational expenses , 少於 3 個月的營運開支</li> </ol>	

<p>Q10 Derivative Knowledge 衍生產品的知識</p> <p>a. Have the personnel who make investment decision for your company undergone training or attended courses on structured or derivative product(s)? 貴公司負責作出投資決定的人員以往曾否接受有關結構性或衍生產品的培訓或修讀相關課程? (Yes 有, No 沒有)</p> <p>b. Does the personnel who make investment decision for your company has current or previous work experience related to structured or derivative products? 貴公司負責作出投資決定的人員現時或過去與結構性或衍生產品有關的工作經驗? (Yes 有, No 沒有) 如過去有相關結構性或衍生產品的工作經驗, 請提供下列資料:</p> <p>僱主名稱: _____</p> <p>部門及職位: _____</p> <p>c. Does the personnel who make investment decision for your company has trading experience in structured or derivative product(s) (e.g. Callable Bull/Bear Notes/Stock Options/Derivative Warrants/Equity Linked Notes etc)? 貴公司負責作出投資決定的人員以往曾否有投資衍生產品的經驗(如牛熊證/股票期權/衍生認股證/股票掛鈎產品等) (Yes 有, No 沒有)</p> <p>d. Have your company executed five or more transactions in structured or derivative products within the past three years? 貴公司曾否在以往三年內執行過五宗或以上結構性或衍生產品交易? (Yes 有, No 沒有)</p>		
<p><b>Total Score 總分數</b></p>		

Overall Assessment Result 投資者取向評估結果

Total Score 總分數	≤ 19	20 – 29	30 – 39	40 – 49	≥ 50
Risk Tolerance Level 風險承受程度	Low 低	Low-to-Medium 低至中	Medium 中	Medium-to-high 中至高	High 高
Investor Characteristics 投資者特徵	Conservative 保守型 An investor who is risk-averse and to whom capital preservation is very important. 投資者對風險採取比較保守的態度及重視保存資本	Stable 穩健型 An investor who would like to have the capital gain potential, and he/she understands he/she needs to take a low to medium level of risk in respect of the capital invested. 投資者喜愛有資本增值的潛力的投資, 同時亦明白到需要承擔低至中度風險。	Balance 平衡型 An investor who is willing to accept a medium level of risk. 投資者願意承擔中等程度的風險。	Growth 增長型 An investor who would like to have greater capital gain potential, and he/she understands that he/she needs to take a high level of risk. 投資者喜愛有較大資本增值潛力的投資, 同時亦明白到需要承擔高程度的風險。	Aggressive 進取型 An investor who would like to have significant capital gain, and he/she understands that he/she needs to take a very high level of risk in respect of the capital invested. 投資者喜愛有可觀資本增值的投資, 同時亦明白到要承擔相當高的風險

If your company choose to deviate in any respect from the Risk Profile process, your company must indicate the reason(s) in writing. Your company's Investment Appetite/Risk Profile is classified as "Conservative".

如貴公司選擇不填報上述風險評估, 貴公司必須書面詳述有關原因。貴公司的整體投資取向/風險概況將定為“保守型”

(Client must complete explanation in own handwriting in this box) (客戶必須在此親筆填寫解釋)

## DISCLAIMER 免責聲明

This questionnaire and the result is only one of the factors you may take into account when investing. This should not be regarded as an investment advice, an offer to sell, or a solicitation to buy any financial products. You should consider carefully your investment objective and risk tolerance ability and seek for independent professional advice before making any investment decision. Riches Depot Securities Co, Limited (RDS) accepts no responsibility or liability as to the accuracy or completeness of the information provided by you in this questionnaire and the results. Investors should note that investment involves risks, including the possibility of loss of the entire capital invested, price of investment products may go up as well as down and past performance information presented is not indicative of future performance. Investors should understand the nature and the risks associated with the product before making any investment decision. You should always make your own investment decision having regard to your financial situation, investment experience, investment objectives, independent professional advice etc. Licensed Person of RDS will assist in explaining whether a product is suitable for you according to the said factors but you should note that no representation is made or implied by RDS. 本問卷和結果只是貴公司考慮投資的其中一個因素。以上並不應被視為投資建議，要約出售，或徵求購買任何金融產品。貴公司應該仔細考慮貴公司的投資目標及承受風險能力，並尋求獨立專業意見，才作出任何投資決定。聚富證券有限公司對於本問卷由貴公司提供的資料及結果的準確性或完整性不承擔任何責任。投資者須注意投資涉及風險，包括可能損失全部投資本金，投資產品價格可升亦可跌，而所呈列的過往表現資料並不表示將來亦有類似表現。投資者作出任何投資決定前，應詳細了解該產品的性質和風險。當貴公司作出投資決策前，須考慮貴公司的財務狀況，投資經驗，投資目標，獨立專業意見等因素。聚富證券有限公司持牌人會根據上述因素，協助解釋產品是否適合貴公司作出投資。但貴公司要注意，這並非為，亦非被指為聚富證券有限公司的任何陳述。

## Personal Information Collection Statement 個人資料收集聲明

The personal information collected will be used for any of the purposes set out above. Depending on the actual business or operational needs, the personal information collected may be transferred to (i) the administrative, operating or information technology departments of any member of the Riches Depot Securities Co. Ltd. (RDS) ; (ii) any third party service provider to RDS who has a legitimate need to obtain the information in connection with the provision of the relevant service to RDS; (iii) any business partner or other financial product issuer having business relationship with RDS who has a legitimate need to obtain the information in connection with the provision of the relevant financial product to the client; and (iv) any governmental, judicial, statutory or self-regulatory authority having competent jurisdiction over any member of RDS whether in Hong Kong or elsewhere. Subject to the aforesaid, the personal information held by us is kept confidential. This form will be destroyed not later than 1 year after it no longer serves any of the purposes set out herein. As part of the business records of RDS, this form may be retained for a substantial period of time due to the need to comply with applicable laws or regulatory requirements. 此表格所收集之個人資料將被使用於以下用途。基於實際的商業及營運需要，該等資料可能被 (i) 聚富證券任何成員之行政、運作及資訊科技部門；(ii) 任何向本公司提供服務之供應商，而該服務供應商就其提供有關服務是有合理需要知道相關資料的；(iii) 任何與本公司有業務關係的商業夥伴或其他金融產品發行人，而該夥伴或發行人就其提供有關金融產品予客戶是有合理需要知道相關資料的；及 (iv) 任何對本公司任何成員具有適當管轄 權之政府機關、司法機關、法定機關或業界自我監管機關。除用於上述目的外，閣下之個人資料將會保密。如此表格不再適用於以上所提及之任何用途，將於其後一年內被銷毀；但此表格可能會被保留一段相當時間，以符合有關法律及監管要求。

Client may access or make corrections to any personal information provided to or collected by RDS, and such request can be made to RDS at Room 1301, Prosperity Tower, 39 Queen's Road Central, Central, Hong Kong  
閣下有權查閱及要求更正本公司持有有關閣下的個人資料，並以書面向本公司(地址為香港中環皇后大道中39號豐盛創建大廈1301室)提出要求。

## Client's Declaration 客戶聲明

I hereby declare that the information I have provided in this form is in all respects true, accurate and complete and agree that my investment risk tolerance analysis is correctly stated above.

本人(等)謹此聲明：本人(等)為本問卷所提供之資料均是真實，正確及全面，並同意上述的投資風險承受能力分析為正確。

- I agree and accept the above assessment of my investment appetite / risk profile.  
本人同意並接受上述評估結果及本人確認同意本問卷評估本人所屬的投資取向/風險概況。
- I disagree with the above assessment and my investment appetite / risk profile should be:  
本人不同意上述評估結果，且認為本人的投資取向/風險概況為：

Client's Signature 客戶簽署

Name 姓名：

Date 日期：

For Internal Use Only 只供內部使用

Signature of Licensed Person of RDS  
聚富證券持牌人簽署

Approved by Department Head or Responsible Officer  
部門主管或負責人員批核

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

聲明：本人謹此聲明及確認此問卷由客戶親自填寫

Name 姓名：

Date 日期：

CE No. 中央編號：

Name 姓名：

Date 日期：

CE No. 中央編號：



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

To: Riches Depot Securities Co., Limited

致: 聚富證券有限公司

Account Number 戸口號碼 : \_\_\_\_\_

#### Particulars of Entity 實體資料

Legal Name of Entity or Branch 實體或分行機構的法定名稱:

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

Hong Kong Business Registration Number 香港商業登記號碼 : \_\_\_\_\_

Number of Entity Incorporation/Registration 法團註冊/成立編號 : \_\_\_\_\_

Date of Incorporation 註冊日期: \_\_\_\_\_ Country of Incorporation 註冊國家: \_\_\_\_\_

Current Business Address 現時營業地址: \_\_\_\_\_

Mailing Address 通訊地址 (Complete if different to the current business address 如與現時營業地址不同, 請填此欄):  
\_\_\_\_\_

#### Entity Type 實體類別

Tick the appropriate box to indicate the type of controlling person for each entity stated as above-mentioned.

就上述所載的每個實體, 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。

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

## **Controlling Person 控權人**

如實體帳戶持有人是被動非財務實體，請就帳戶持有人，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。

If the entity account holder is a passive NFE, please indicate the name of all controlling person(s) of the account holder in the table below. If no natural person exercises control over an entity which is a legal person, the controlling person will be the individual holding the position of senior managing official.

每名控權人須分別填寫一份自我證明表格 – 控權人。

Complete Self-Certification Form – Controlling Person for each controlling person.

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

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

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

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。

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the account holder is a **resident for tax purposes** and (b) the account holder's TIN for each jurisdiction indicated. Indicate **all** (not restricted to five) jurisdictions of residence.

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。

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Business Registration Number.

如果帳戶持有人並非任何稅務管轄區的稅務居民（例如：它是財政透明實體），填寫實際管理機構所在的稅務管轄區。

If the account holder is not a tax resident in any jurisdiction (e.g. fiscally transparent), indicate the jurisdiction in which its place of effective management is situated.

如沒有提供稅務編號，必須填寫合適的理由：

If a TIN is unavailable, provide the appropriate reason A, B or C:

**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。

**Reason A** – The jurisdiction where the account holder is a resident for tax purposes does not issue TINs to its residents.

**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。

**Reason B** – The account holder is unable to obtain a TIN. Explain why the account holder is unable to obtain a TIN if you have selected this reason.

**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。

**Reason C** – TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

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

## **Declarations and Signature 聲明及簽署**

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

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

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。

I certify that I am authorized to sign for the account holder of all the account(s) to which this form relates.

本人承諾，如情況有所改變，以致影響本表格所述的實體的稅務居民身分，或引致本表格所載的資料不正確，本人會通知 聚富證券有限公司，並會在情況發生改變後 30 日內，向 聚富證券有限公司 提交一份已適當更新的自我證明表格。

I undertake to advise Riches Depot Securities Co., Limited of any change in circumstances which affects the tax residency status of the entity identified in this form or causes the information contained herein to become incorrect, and to provide Riches Depot Securities Co., Limited with a suitably updated self-certification form within 30 days of such change in circumstances.

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。

I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.

簽署 Signature \_\_\_\_\_

姓名 Name \_\_\_\_\_

身分 Capacity \_\_\_\_\_

(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 )  
(e.g. director or officer of a company, partner of a partnership, trustee of a trust)

日期 (日/月/年)  
Date (dd/mm/yyyy) \_\_\_\_\_

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

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

This Self-Certification Form is written in English with a translation in Chinese. In case of inconsistency, the English version shall prevail.

此自我證明表格的中英文本內容如有歧異，當以英文本為準。



### Self-Certification Form (Controlling Person) 自我證明表格 – 控權人

To: Riches Depot Securities Co., Limited

致: 聚富證券有限公司

Account Number 戸口號碼: \_\_\_\_\_

#### Particulars of Controlling Person 控權人資料

Full Name in Chinese 中文全名: \_\_\_\_\_ I.D. Card / Passport No. 身份證/証件號碼: \_\_\_\_\_

Full Name in English 英文全名: \_\_\_\_\_

Date of Birth 出生日期: \_\_\_\_\_ Place of Birth 出生地點: \_\_\_\_\_

Current Residence Address 現時住址: \_\_\_\_\_

Mailing Address 通訊住址 (Complete if different to the current residence address 如與現時住址不同, 請填此欄):  
\_\_\_\_\_

#### Certification of Account Status (For Entity Account Holder(s) of which you are a controlling person)

身份認證(只限作為控權人的實體帳戶持有人)

Enter the name of the entity account holder of which you are a controlling person. 填寫你作為控權人的實體帳戶持有人的名稱。

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

#### Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ( "TIN" )

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

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the controlling person is a resident for tax purposes and (b) the controlling person's TIN for each jurisdiction indicated. Indicate all (not restricted to five) the jurisdictions of residence.

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

If the controlling person is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number.

如控權人是香港稅務居民，稅務編號是其香港身份證號碼。

If a TIN is not provided, please select one of the reasons below:

如沒有提供稅務編號，請選擇以下一個理由:

Reason A – The jurisdiction does not issue TINs to its residents.

理由 A – 此居留司法管轄區並沒有向其居民發發出稅務編號。

Reason B – You are unable to obtain a TIN. Please provide explanation in the table below.

理由 B – 閣下不能取得稅務編號。請在下方列列表提供解釋。

Reason C – TIN is not required. Select this reason only if the authorities of the jurisdiction do not require the TIN to be disclosed.

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

Jurisdiction(s) of Residence for Tax Purposes 稅務居民的居留司法管轄區	TIN 稅務編號	Enter Reason A, B, or C if no TIN is provided 如沒有提供稅務編號 填寫理由 A、B 或 C	Explanation if Reason B is selected 如選取理由 B,解釋原因
(1)			
(2)			
(3)			
(4)			
(5)			

**Type of Controlling Person 控權人類別**

Tick the appropriate box to indicate the type of controlling person for each entity stated as above-mentioned.

就上述所載的每個實體，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。

Type of Entity 實體類別	Type of Controlling Person 控權人類別	Entity (1) 實體 (1)	Entity (2) 實體 (2)	Entity (3) 實體 (3)
Legal Person 法人	Individual who has a controlling ownership interest (i.e. not less than 25% of issued share capital 擁有控制股權的個人 (即擁有不少於百分之二十五的已發行股本)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual who exercises control/is entitled to exercise control through other means (i.e. not less than 25% of voting rights) 以其他途徑行使控制權或有權行使控制權的個人 (即擁有不少於百分之二十五的表決權)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual who holds the position of senior managing official/exercises ultimate control over the management of the entity 擔任該實體的高級管理人員/對該實體的管理行使最終控制權的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trust 信託	Settlor 財產授予人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trustee 受託人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Protector 保護人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Beneficiary or member of the class of beneficiaries 受益人或某類別受益人的成員	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (e.g. individual who exercises control over another entity being the settlor/trustee/protector/beneficiary) 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"/>
	Legal Arrangement other than Trust 除信託以外的法律安排	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to settlor 處於相等/相類於財產授予人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to trustee 處於相等/相類於受託人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to protector 處於相等/相類於保護人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to beneficiary or member of the class of beneficiaries 處於相等/相類於受益人或某類別受益人的成員位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (e.g. individual who exercises control over another entity being equivalent/similar to settlor/trustee/protector/beneficiary) 其他 (例如：如處於相等/相類於財產授予人/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"/>

### **Declarations and Signature 聲明及簽署**

I acknowledge and agree that (i) the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding the controlling person and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with tax authorities of another jurisdiction or jurisdictions in which the controlling person may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

本人知悉及同意，財務機構可根據《稅務條例》（第112章）有關交換財務帳戶資料的法律條文，(a)收集本表格所載資料並可備存作自動交換財務帳戶資料用途及(b)把該等資料和關於控權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，從而把資料轉交到控權人的居留司法管轄區的稅務當局。

I certify that I am the controlling person / I am authorized to sign for the controlling person # of all the account(s) held by the entity account holder(s) to which this form relates.

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#。

I undertake to advise Riches Depot Securities Co., Limited of any change in circumstances which affects the tax residency status of the individual identified in this form or causes the information contained herein to become incorrect, and to provide Riches Depot Securities Co., Limited with a suitably updated self-certification form within 30 days of such change in circumstances.

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，本人會通知聚富證券有限公司，並會在情況發生改變後30日內，向聚富證券有限公司提交一份已適當更新的自我證明表格。

**I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.**

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

Signature 簽署 : \_\_\_\_\_

Name 姓名 : \_\_\_\_\_

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

(如你不是第1頁所述的個人，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。)

Capacity 身分 : \_\_\_\_\_

Date (dd/mm/yyyy)

日期 (日/月/年) : \_\_\_\_\_

# Delete as appropriate

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

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

This Self-Certification Form is written in English with a translation in Chinese. In case of inconsistency, the English version shall prevail.

此自我證明表格的中英文本內容如有歧異，當以英文本為準。