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ACCOUNT OPENING FORM
帳戶開戶表格
(Corporate Account 公司帳戶)

僅供內部使用 Official Use Only:

Account Number:
帳戶號碼: _____

AE Code:
經紀代碼: _____

Client Name:
客戶名稱: _____

CE Number 中央編號: AOB 364

致:廣發證券(香港)經紀有限公司

GF Securities (Hong Kong) Brokerage Limited (“GFSHK”), CE No AOB364, is licensed by the Hong Kong Securities and Futures Commission (“SFC”) for Type 1 (Dealing in Securities) and Type 4 (Advising on Securities) regulated activities under the Securities and Futures Ordinance.

廣發證券(香港)經紀有限公司(「廣發證券香港」), 獲得香港證券及期貨事務監察委員會(「證監會」)發牌從事《證券及期貨條例》中規定的第一類受規管活動(證券交易)及第四類受規管活動(就證券交易提供意見), 公司中央編號為 AOB364。

GFSHK is an Exchange Participant and an Options Trading Exchange Participant of The Stock Exchange of Hong Kong Limited.

廣發證券香港是香港聯合交易所有限公司的交易所參與者及期權買賣交易所參與者。

Note 注意事項

- Please complete this form in BLOCK letters. 請以正楷填寫此表格。Please tick (“✓”) as appropriate. 請在適當的選項加上剔號(✓)。
- Please complete all sections but for those sections marked with an asterisk (*), you are only required to complete them if they are applicable to you. 請填寫所有欄目, 但對於標有星號(*)的有關部分, 閣下只需於適用時填寫。
 - Section 1: Application / Service(s) / Authority 第 1 部分: 申請/服務/授權
 - Section 2: Client Information Statement 第 2 部分: 客戶資料聲明
 - Section 3: Other Information Statement 第 3 部分: 其他資料聲明
 - *Section 3A: Declaration of Group of Connected Margin Clients (For Corporate/ Sole Proprietor/ Partnership Margin Account Only) *第 3A 部分: 關聯保證金客戶組別聲明(適用於公司/ 獨資公司/ 合夥企業保證金客戶)
 - Section 4: Acknowledgment 第 4 部分: 確認
 - *Section 4A: Application for the [Stock Connect Northbound Trading] *第 4A 部分: 中華通北向交易申請
 - Section 4B: Client Derivatives Knowledge Assessment 第 4B 部分: 評估客戶對衍生產品的認識
 - Section 4C: Authorization and Indemnity in respect of Telephone, Fax & E-mail Instructions 第 4C 部分: 關於電話、傳真及電郵指示之授權及彌償
 - *Section 4D: Standing Authority (Client Securities) *第 4D 部分: 常設授權(客戶證券)
 - *Section 4E: Standing Authority (Client Money) – Global Securities Transaction *第 4E 部分: 常設授權(客戶款項) – 環球證券交易
 - Section 5: Self-Certification 第 5 部分: 自我證明
 - Section 5A: Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding W8-BEN-E Form *第 5A 部分: 美國稅項預扣實益擁有人的外國資格證明書 W8-BEN-E 表格
 - Section 5B: Self-Certification Form – Entity & Controlling Person 第 5B 部分: 自我證明表格 – 實體及控權人
 - Section 6: Declaration by Client 第 6 部分: 客戶聲明
- Defined terms in this form shall have the same meanings as those in the Terms and Conditions for Client’s Accounts (“Terms”). 此表格的經界定詞語具有在客戶帳戶之條款及細則(「客戶帳戶條款」)所載者相同的涵義。

Section 1: Application / Service(s) / Authority 第 1 部分: 申請 / 服務 / 授權

tick as appropriate 在適當的選項加上剔號(✓)

Application 申請:

Choose one: Cash Account Margin Account (if ticked, please complete Section 3A)
 選擇一項: 現金帳戶 保證金帳戶 (如剔選, 請完成第 3A 部分)

Margin Account + Stock Options Account
 保證金帳戶 + 股票期權帳戶
 (if ticked, please complete Section 3A and the Client must read and understand the terms for options trading and relevant risks)
 (如剔選, 請完成第 3A 部分及客戶必須細閱及明白有關股票期權交易之條款及風險)

Service(s) 服務:

- Electronic Trading Services 電子交易服務
 Please tick the checkbox for disable Electric Trading Services 請剔選此方格如不需要電子交易服務
- Global Securities Trading Services 環球證券交易服務
 Please tick the checkbox for disable Global Trading Services 請剔選此方格如不需要環球證券交易服務

China Stock Connect Trading Yes Please complete Section 4A / No
 中華通北向交易: 是 請完成第 4A 部分 / 否

Please read this authority carefully 請細閱此授權:

Authorization and Indemnity in respect of Telephone, Fax & E-mail Instructions

關於電話、傳真及電郵指示之授權及彌償

Standing Authority (Global Securities Only)

常設授權 (只限環球證券)

Please read the following authorities carefully where applicable 請細閱以下授權(如適用):

Standing Authority (Margin Account Only)

常設授權 (只限保證金帳戶)

I/We hereby apply to GFSHK to open and maintain the account, service(s) or authority as selected above in my/our name for the purpose of instructing GFSHK to buy and sell, and otherwise deal with, securities and other investments on my/our behalf and I/we hereby accept and agree to be bound by the provisions of this Account Opening Form and the Terms.

本人/吾等謹此向廣發證券香港申請以本人/吾等的名義開立及維持帳戶、服務或授權(如已在上文選取), 以用作指示廣發證券香港代本人/吾等買賣及以其他方式處置證券及其他投資; 而本人/吾等謹此接納並同意受本開戶表格及客戶帳戶條款約束。

Section 2: CLIENT INFORMATION STATEMENT 第 2 部分: 客戶資料聲明

Section 2. Corporate Information 公司資料	
<input type="checkbox"/> ✓ tick as appropriate 適用者請加上剔號 (✓)	
Name of Company 公司名稱 _____ Business Registration No./ Certificate of Incorporation No. 商業登記/公司註冊號碼 _____ Registered Office Address 註冊地址 _____ Business Address/ Correspondence address (only if different from Registered Office Address above) 商業地址/ 通訊地址 (如與上述:註冊地址不同, 方需提供) _____ Telephone No. 電話號碼 _____ E-mail address 電郵地址: _____	Nature of Business 業務性質 _____ Place & Date of Incorporation 註冊國家及日期 _____ Method of Account Statement Collection 結單收取方式 Choose one only 只可選擇其一 : <input type="checkbox"/> E-mail 電子郵件 <input type="checkbox"/> Registered address 註冊地址 or 或 <input type="checkbox"/> Business address/Correspondent address 商業地址/通訊地址 *Please note the administrative charge 請留意有關行政費用
Corporate Structure 公司結構	
The individuals who are directly or indirectly hold 25% or more of the shares in issue or equity interest of the Company 直接或間接持有百分之二十五或以上公司已經發行股份或公司之股本權益的人士 (Attach separate sheet for additional parties) (其他人士, 請以附頁填寫)	
(1) Name 姓名	ID (or Passport) No. 身份證(或護照)號碼 _____ Address 地址 _____
Date of Birth 出生日期	% 百分比
(DD/MM/YYYY)	_____
(2) Name 姓名	ID (or Passport) No. 身份證(或護照)號碼 _____ Address 地址 _____
Date of Birth 出生日期	% 百分比
(DD/MM/YYYY)	_____
(3) Name 姓名	ID (or Passport) No. 身份證(或護照)號碼 _____ Address 地址 _____
Date of Birth 出生日期	% 百分比
(DD/MM/YYYY)	_____
(4) Name 姓名	ID (or Passport) No. 身份證(或護照)號碼 _____ Address 地址 _____
Date of Birth 出生日期	% 百分比
(DD/MM/YYYY)	_____

Particular of Directors of the Company 公司董事資詳情		
Name 姓名	ID (or Passport) No. 身份證(或護照)號碼	Nationality 國籍
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Financial Profile 財務狀況
 Estimated annual income (in HK\$) 估計每年收入 (以港元計)
 HK\$1 – HK\$200,000 HK\$200,001 – HK\$500,000 HK\$500,001 – HK\$1,000,000
 HK\$1,000,001 – HK\$3,000,000 HK\$3,000,001 – HK\$8,000,000 > HK\$8,000,000

Approximate net value of my assets (in HK\$) 概約資產淨值(以港元計)
 <HK\$1,000,000 HK\$1,000,000 – HK\$3,000,000 HK\$3,000,001 – HK\$8,000,000
 HK\$8,000,001 – HK\$40,000,000 HK\$40,000,001 – HK\$80,000,000 >HK\$80,000,000

Investment Objectives and Experience 投資目的及經驗
Investment Objectives 投資目的
 Capital Investment and Income 資本投資及收入 Hedging 對沖 Speculation 投機 Other (specify) 其他 (請註明) _____

Investment Experience 投資經驗

Products 商品	Years 年期	Average Portfolio Value (HK\$) 平均貨值(以港幣計)
Stock/Warrant 股票/認股權證	_____	_____
Futures/Option 期貨/期權	_____	_____
Bonds/Funds 債券/基金	_____	_____
Forex/Bullion 外匯/貴金屬	_____	_____
Other (specify) 其他(請註明) _____	_____	_____

Section 3: Other Information Statement 第3部分: 其他資料聲明

tick as appropriate 適用者請加上別號(✓)

Other Accounts with GF 其他廣發戶口
 Does Client have any other futures, securities or other account with GF Securities (Hong Kong) Brokerage Limited, GF Capital (Hong Kong) Limited, GF Futures (Hong Kong) Co., Limited or their respective associates (“GF Group”)?
 客戶是否於廣發證券(香港)經紀有限公司、廣發融資(香港)有限公司、廣發期貨(香港)有限公司或其各自的聯營公司(「廣發集團」)持有任何其他期貨、證券或其他帳戶?
 No 否
 Yes (insert details below) 是 (請填寫以下資料)

GF Company 廣發集團	Name of Account 戶口名稱	Account Number 戶口號碼
_____	_____	_____
_____	_____	_____

Declaration of Relationship 關係聲明
 Is Client related to any GF Group director, senior officer or employee?
 客戶是否與廣發集團之任何董事、主任及職員有任何關連?
 No 否
 Yes (insert details below) 是 (請填寫以下資料)

Name 姓名	GF Group 廣發集團	Relationship 關係
_____	_____	_____
_____	_____	_____

Declaration of Ownership 擁有權聲明
 I/We hereby declare that I/we am/are the ultimate beneficial ownership control of the Account 本人/吾等現聲明本人/吾等為該帳戶之最終受益人:
 Yes 是
 No, particulars of ultimate beneficiary(ies) are as follows 否, 下列為實際最終受益人資料:
 Name 姓名/名稱 _____
 ID 身份證/ Passport 護照/ Cert of Incorporation No. 公司註冊證書號碼 _____
 Address 地址 _____

How does Client know about GF Securities (Hong Kong) Brokerage Limited?
 客戶如何認識廣發證券(香港)經紀有限公司?
 Website 網頁 Referral 轉介 Advertisement 廣告 Others 其他(please state 請註明: _____)

***Section 3A: Declaration of Group of Connected Margin Clients (For Corporate/ Sole Proprietor/ Partnership Margin Account Only) 關聯保證金客戶組別聲明(適用於公司 / 獨資公司 / 合夥企業保證金客戶)**
 tick as appropriate 適用者請加上剔號(✓)

In compliance with the Guidelines for Securities Margin Financing Activities issued by the Securities and Futures Commission in April 2019 relating “Group of Connected Margin Clients”, I/we hereby declare and confirm to GF Securities (Hong Kong) Brokerage Limited (the “GFSHK”) that:
 為了遵守及符合證券及期貨事務監察委員會於2019年4月發佈之《證券保證金融資活動指引》中有關「關聯保證金客戶組別」之事宜，本人/吾等此向廣發證券（香港）經紀有限公司（“廣發證券香港”）聲明及確認：

(Please “✓” where appropriate 請在適當地方加上“✓”號)

- I/We am/are member(s) of the same group of companies as another margin client of GFSHK:
 本人/吾等與廣發證券香港另一保證金客戶同屬一個集團公司的成員：

No 否

Yes, details as below 是，詳情如下：

	Account No. 帳戶號碼	Name of Account Holder 帳戶名稱	Relationship with Account Holder 與帳戶持有人關係
1.			
2.			

- Another individual margin client of GFSHK is in control, either alone or with his/her spouse, of 35% or more of the voting rights of us:
 廣發證券香港另一個人保證金客戶，單獨或與其配偶共同控制以上公司百份之三十五或以上的投票權：

No 否

Yes, details as below 是，詳情如下：

	Account No. 帳戶號碼	Name of Account Holder 帳戶名稱	Relationship with Account Holder 與帳戶持有人關係
1.			
2.			

- I/We am/are with other corporate margin client(s) in GFSHK where an individual, either alone or with his spouse, controls 35% or more of our voting rights:

本人/吾等與其他廣發證券香港的公司保證金客戶，同時由一名個人單獨或與其配偶共同控制其百份之三十五或以上的表決權：

No 否

Yes, details as below 是，詳情如下：

	Account No. 帳戶號碼	Name of Account Holder 帳戶名稱
1.		
2.		

- I/We am/are financially connected with other margin client(s) in GFSHK by guarantee arrangements (for instance, the financial liabilities of the other margin client(s) are guaranteed by us, or vice versa, or the financial liabilities of other margin client(s) and us are guaranteed by the same guarantor who is not a margin client of GFSHK, etc.)

本人/吾等與其他廣發證券香港的保證金客戶藉著擔保安排而在財務上有關聯（例如，本人/吾等向其他保證金客戶的財務負債提供擔保，或反之亦然，或本人/吾等與其他保證金客戶的財務負債由同一非廣發證券香港保證金客戶的擔保人擔保等）：

No 否

Yes, details as below 是，詳情如下：

	Account No. 帳戶號碼	Name of Account Holder 帳戶名稱
1.		
2.		

I/We further declare that the information provided above is complete and accurate. We shall inform the Company of any changes to any information therein from time to time in writing if the relevant change(s) has / have occurred.

此外，本人/吾等聲明以上所提供之資料均屬完整及正確。倘若該資料有任何轉變，本人/吾等將以書面通知貴公司有關轉變。

Section 4: Acknowledgment 第 4 部分: 確認

tick as appropriate 適用者請加上剔號 (✓)

Receiving Bank Account (Please provide bank proof) 收款銀行戶口 (請提供銀行證明)

Please provide details of Client's bank account to which Client's money will be transferred.
請提供可供轉入客戶款項的客戶銀行戶口的資料。

Name of Bank 銀行名稱: _____

Account Name 戶口名稱: _____

Account No. 戶口號碼: (銀行代號: _____) - (分行編號: _____) - (賬號: _____)

Account Type 戶口類別: _____ Currency Type 戶口幣種: _____

Other bank details (if registered bank account is outside Hong Kong) 其他銀行資料 (如登記香港以外地區的銀行):

SWIFT Code 國際銀行代碼: _____

Address 地址: _____

*Standing Instruction for Cash Proceeds from the sale of Securities/Dividends received is Safe Custody until notice

*股份賣出款項/股息處理指示為信託保管直至另行通知

Section 4A: Application for the [Stock Connect Northbound Trading]

第 4A 部分: 中華通北向交易申請

I/We hereby apply for the [Stock Connect Northbound Trading] with GF Securities (Hong Kong) Brokerage Limited ("GFSHK").
本人/吾等現向廣發證券(香港)經紀有限公司(「廣發證券」)申請[中華通北向交易服務]。

Choose one only 只可選擇其一:

Client Type 客戶類別	<input type="checkbox"/> Funds 基金	<input type="checkbox"/> Fund managers/Asset management Co. 基金管理/資產管理公司
	<input type="checkbox"/> TTEP 交易所參與者(券商)	<input type="checkbox"/> Other company 其他公司

If Client Type choose as "TTEP", please provide below information:

如客戶類別為「交易所參與者(券商)」, 則請提供以下資料:

Broker Name 券商名稱	
SEHK Participate No. 聯交所參與者編號	
Total numbers of BCAN required 所需 BCAN 總數量	

Section 4B: Client Derivatives Knowledge Assessment

第 4B 部分: 評估客戶對衍生產品的認識的

Relevant Provisions 相關規定

Pursuant to paragraph 5.1A of the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission" (the "Code") effective December 2020, GFSHK should, as part of the "Know Your Client" procedures, assess each client's knowledge of derivatives and characterize the client based on his/her knowledge of derivatives (except where a client is a Professional Investor for the purpose of paragraph 15 of the Code). If a Client is classified as "without knowledge of derivatives" but wishes to:
根據於2020年12月生效的《證券及期貨事務監察委員會持牌人或註冊人操守準則》(「《操守準則》」)第5.1A段, 廣發證券香港在執行「認識你的客戶」程序時, 應評估客戶對衍生產品的認識, 並根據客戶對衍生產品的認識分析客戶的特性(屬於《操守準則》第15段所指的專業投資者的客戶除外)。如客戶被分類為「對衍生產品沒有認識」, 但有意:

- (a) purchase a derivatives product ("transaction") which is traded on an exchange and GFSHK has not solicited the Client or made a recommendation to the Client in relation to the proposed transaction. GFSHK should explain the relevant risks associated with the product to the Client;
(a) 購買在交易所買賣的衍生產品(「交易」), 且廣發證券香港並無向客戶招攬或向客戶作出有關建議交易的推薦, 則廣發證券香港應向客戶解釋該產品所附帶的相關風險;
- (b) purchase a derivatives product ("transaction") which is not traded on an exchange and GFSHK has not solicited the Client or made a recommendation to the Client in relation to the proposed transaction. GFSHK should warn the Client about the transaction and provide appropriate advice to the Client as to whether or not the transaction is suitable for the Client in all the circumstances. If the transaction is assessed by GFSHK to be unsuitable for the Client, GFSHK may only accept your orders if to do so is acting in the best interest of the Client in accordance with the Code.
(b) 購買並非在交易所買賣的衍生產品(「交易」), 且廣發證券香港並無向該客戶招攬或向客戶作出有關建議交易的推薦, 則廣發證券香港應就有關交易向客戶提出警告, 並就有關交易是否在任何情況下均適合客戶向客戶提供適當的意見。如交易經廣發證券香港評估為不適合客戶, 廣發證券香港則只可在根據《操守準則》接受閣下的指令乃符合客戶的最佳利益時方會接受閣下的指令。

Important Notes 重要提示

You have to confirm to GFSHK that you have (i) fulfilled one of the conditions (i.e. criterion 1, 2 or 3 below) listed in the "Client's Derivatives Knowledge Assessment Form" (the "Form") or (ii) fully understood the derivatives product or the risks associated with such derivatives product (i.e. criterion 4 in the Form). Otherwise, your above orders may not be accepted by GFSHK (but your existing holding of derivatives products may still be sold).
客戶須向廣發證券香港確認客戶(i)已符合「評估客戶對衍生產品的認識的表格」所列的其中一項條件(即下文準則1、2、或3)或(ii)已完全明白衍生產品或該等衍生產品的相關風險(即表格中的準則4)。否則, 客戶上述的指令未必獲廣發證券香港接納(但客戶現時持有的衍生產品仍可沽售)。

Criteria for Assessing Client's Knowledge of Derivatives & Relevant Declaration of Client**評估客戶對衍生產品的認識的準則及相關客戶聲明**

I/ we hereby declare that I/ we have fulfilled the following criterion/ criteria as indicated by a "tick" (please select multiple options if applicable):
本人/吾等謹此聲明本人/吾等已具備如下加上剔號(✓)的準則(如適用,可剔選多項準則):

Criterion 1: I/We have undergone relevant training or attended relevant courses on derivatives products.

準則1: 本人/吾等曾接受有關衍生產品的培訓或修讀相關課程。

Please provide details of relevant training or courses: _____

請提供相關培訓或課程的詳情: _____

Criterion 2: I/We have current or previous work experience related to derivatives products.

準則2: 本人/吾等現時或過去擁有與衍生產品有關的工作經驗。

Position 職位: _____ Years of experience 經驗年期: _____

Other information 其他資料: _____

Criterion 3: I/We have executed five or more transactions in derivatives products (whether traded on an exchange or not) within the past three years.

準則3: 本人在過去三年曾執行過五次或以上有關任何衍生產品(不論是否在交易所買賣)的交易。

Criterion 4: I/We acknowledge and confirm that I/we have read and fully understood "Risks of derivative products" provided by GF Securities (Hong Kong) Brokerage Limited in a language of my/our choice (English or Chinese) as contained in the Terms and Conditions for Client's Accounts. I/We am/are willing to accept the potential risks and have sufficient funds to be able to bear the potential loss associated with trading in the derivative products.

準則4: 本人/吾等確認已閱讀並完全明白,由廣發證券(香港)經紀有限公司以本人/吾等所選擇之語言(中文或英文)提供的「衍生產品的風險」(包含在「客戶帳戶之條款及細則」內)。本人/吾等願意承擔潛在風險,並具備足以承擔買賣衍生產品所帶來的潛在損失的資金。

For official use only 僅供內部使用

Does the Client have derivatives knowledge? 客戶是否對衍生產品有所認識? Yes 是/ No 否

For Client if concluded as having derivatives knowledge above 供已認定如上對衍生產品有所認識的客戶使用

I/We agree with the contents of this completed Form including the result of the above assessment as to whether I/we have derivatives knowledge.

本人/吾等同意此份已填妥表格的內容,包括以上對本人/吾等是否具有衍生產品有所認識進行評估的結果。

Section 4C: Authorization and Indemnity in respect of Telephone, Fax & E-mail Instructions**第4C部分: 關於電話、傳真及電郵指示之授權及彌償**

I/We hereby authorize GFSHK to accept and act on (but GFSHK is not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission or e-mail regarding payment or transfer of funds from any of my/our account(s) with GFSHK to my/our designated bank account upon my/our Payment/Transfer Instruction. Any transaction effected by GFSHK 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 e-mail as aforesaid (collectively referred to as "Payment/Transfer Instructions") shall be binding upon me/us whether made with or without my/our authority, knowledge or consent.

本人/吾等謹此授權廣發證券香港按本人/吾等之「付款/轉帳指示」(如下定義)接受任何口頭或書面指示(不論是以電話、傳真傳遞或電郵方式作出),並授權廣發證券香港按照指示採取行動,將本人/吾等於廣發證券香港開立的帳戶內之款項支付予或轉帳至本人/吾等指定之銀行帳戶。廣發證券香港依照任何聲稱由本人/吾等或本人/吾等之授權代表如上述以電話、傳真傳遞或電郵方式所作出之口頭或書面指示(統稱「付款/轉帳指示」)而執行之交易,不論有否已獲本人/吾等授權、知悉或同意,對本人/吾等須具約束力。

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

本人/吾等謹此承諾將應廣發證券香港的要求簽署廣發證券香港可能要求的有關文件,以完成按廣發證券香港酌情要求的方式及於廣發證券香港酌情要求的時間內根據上述「付款/轉帳指示」所完成的任何交易的授權。

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

作為廣發證券香港同意按照上述授權而行使的代價,本人/吾等承諾於任何時間就廣發證券香港因廣發證券香港接受本人/吾等的「付款/轉帳指示」及按此行事而帶給廣發證券香港或使廣發證券香港蒙受或招致或直接或間接引致或有關之一切訴訟、法律程序、申索、損失、損害、費用及支出向廣發證券香港作出彌償保證及使廣發證券香港免受損害。

Section 4D: Standing Authority (Client Securities) (For Margin Securities Account Clients Only)**第4D部分: 常設授權(客戶證券)(僅供保證金證券帳戶客戶填寫)**

This Standing Authority (this "Authority") covers all securities purchased or held by GFSHK on my/our behalf.

本常設授權(本「授權」)涵蓋所有由廣發證券香港代表本人/吾等購買或持有之證券。

Pursuant to Section 7 of the Securities and Futures (Client Securities) Rules, this Authority authorizes GFSHK to

根據《證券及期貨(客戶證券)規則》第7條的規定,本授權授權廣發證券香港:

1. apply any of my/our securities or securities collateral in accordance with a securities borrowing and lending agreement;
依據證券借貸協議運用本人/吾等任何證券或證券抵押品;
2. deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to me/us;
and/or
將本人/吾等任何證券抵押品存放於認可財務機構,作為向本人/吾等提供財務通融的抵押品;及/或

3. deposit any of my/our securities collateral with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of GFSSHK's settlement obligations and liabilities,
將本人/吾等任何證券抵押品存放於認可結算所或另一獲發牌或獲註冊進行證券交易的中介人，作為解除及履行廣發證券香港在交收上的義務和法律責任的抵押品。

without notice to me/us. 而無須通知本人/吾等。

I/We understand that the recognized clearing house or the intermediary licensed or registered for dealing in securities will have a first fixed charge over my/our securities collateral to the extent of GFSSHK's settlement obligations and liabilities.

本人/吾等明白認可結算所或其他獲發牌或獲註冊進行證券交易的中介人，將因應廣發證券香港在交收上的責任及法律責任而對本人/吾等的證券抵押品設定第一固定抵押。

This Authority does not cover any consideration I/we must pay or be paid for my/our borrowing, lending, or depositing any of my/our securities. Any consideration must be set in a separate agreement between GFSSHK and me/us.

本授權並不涵蓋本人/吾等就本人/吾等任何證券的借取、貸出或存放而必須支付或收取的任何代價。任何代價均須由廣發證券香港與本人/吾等另行簽署協議訂明。

GFSSHK is accountable to me/us for the return of any securities borrowed, lent, or deposited under this Authority.

廣發證券香港須向本人/吾等負責退還根據本授權而借入、貸出或存放之任何證券。

I/We understand that a third party may have rights to my/our securities, which GFSSHK must satisfy before my/our securities can be returned to me/us.

本人/吾等明白，第三方可能對本人/吾等的證券擁有權利，廣發證券香港必須在本人/吾等的證券可退回本人/吾等之前達成該等權利。

This Authority is valid for a period of up to twelve (12) months from the date hereof or such other date when this account being successfully opened at GFSSHK (whichever the later) unless otherwise terminated by GFSSHK or revoked by me/us by giving a 30-day prior written notice; in the event of the latter, revocation shall take effect ten (10) business days after the date of actual receipt of the notice by GFSSHK unless otherwise determined by GFSSHK. This Authority shall be deemed to be renewed on a continuing basis for a further period of not more than twelve (12) months provided that a written notification of renewal is issued to me/us at least fourteen (14) days before the expiry date of this Authority, and I/we do not object to such renewal before the expiry date.

本授權以本文件日期或成功在廣發證券香港開立此帳戶的其他日期（取較後者）起計十二(12)個月內有效，除非廣發證券香港另行予以終止或本人/吾等藉給予 30 日事先書面通知而撤銷則作別論；如由本人/吾等藉給予 30 日事先書面通知而撤銷，有關撤銷將於廣發證券香港實際收到有關通知的日期後十(10)個營業日生效，除非廣發證券香港另行決定則作別論。本授權將被視作連續再續期不多於十二(12)個月，惟必須在本授權的屆滿日期前最少十四(14)日向本人/吾等發出續期書面通知，而本人/吾等於屆滿日期前並無反對有關續期。

I/We confirm that this Authority has been explained to me/us and I/we fully understand the contents of this Authority and have sought, or have had the opportunity to seek independent advice concerning its contents and effects.

本人/吾等確認，本人/吾等已獲解釋明白本授權，而本人/吾等完全明白本授權的內容，並已尋求或已有機會尋求有關本授權的內容及後果的獨立意見。

***Section 4E: Standing Authority (Client Money) – Global Securities Transaction**

***第 4E 部分: 常設授權(客戶款項)–環球證券交易**

This "Standing Authority (Client Money) – Global Securities Transaction" (this "Authority") covers money held or received by GFSSHK in Hong Kong including any interest derived from the holding of the money which does not belong to GFSSHK but held by GFSSHK in one or more segregated account(s) on my/our behalf (the "Monies").

本「常設授權(客戶款項)–環球證券交易」(本「授權」)涵蓋廣發證券香港在香港持有或收到的款項，包括從持有該等並非屬於廣發證券香港但由廣發證券香港代表本人/吾等在一個或多個獨立帳戶持有的款項(「款項」)所取得的任何利息。

Unless otherwise defined, all terms or expressions used in this Authority shall have the same meanings as set out in the Securities and Futures Ordinance and the Securities and Futures (Client Money) Rules as amended from time to time.

除非另有定義，否則本授權中所用的一切詞語或字句均擁有《證券及期貨條例》及《證券及期貨(客戶款項)規則》(可不時修訂)所載者相同的涵義。

I/We, by providing GFSSHK with this Authority, authorizes GFSSHK to handle any sum of the Monies in the following manner in its sole discretion without having to provide me/us with any prior notice or to obtain my/our prior instruction/confirmation:

本人/吾等，藉提供廣發證券香港此授權，授權廣發證券香港全權酌情決定按以下形式處理款項的任何金額，而無須給予本人/吾等任何事先通知或取本人/吾等的事先指示/確認：

- transfer any sum of Monies to any securities trading account(s) maintained by GFSSHK with its agent broker(s) for purpose of dealing in global securities transactions for and on my/our behalf;
將款項的任何金額轉帳至由廣發證券香港與其代理經紀維持的任何證券買賣帳戶，以為及代表本人/吾等進行環球證券交易；
- transfer any sum of Monies interchangeably between any of the segregated account(s) maintained at any time by GFSSHK held for and on my/our behalf; and
在廣發證券香港為及代表本人/吾等持有在任何時候維持的任何獨立帳戶之間互相轉換款項的任何金額；及
- convert any sum of Monies into any currency at such rate of exchange as GFSSHK shall in its sole discretion determine as being the then prevailing money market rate for the purpose of dealing in global securities transactions for and on my/our behalf.
將款項按廣發證券香港絕對酌情釐定為當時通行的貨幣市場匯率的匯率轉換至任何貨幣，以為及代表本人/吾等進行環球證券交易。

This Authority is provided to GFSSHK in consideration of its agreeing to continue to maintain securities trading account(s) for me/us for trading global securities.

本授權乃提供予廣發證券香港作為廣發證券香港同意繼續為本人/吾等就買賣環球證券而維持證券買賣帳戶的代價。

I/We hereby agree to indemnify and to keep indemnified, GFSSHK and its agent broker(s) from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this Authority.

本人/吾等謹此同意就廣發證券香港及其代理經紀(或彼等任何一人)因為了本授權進行任何交易而可能招致、蒙受及/或遭受的任何性質的一切損失、損害、利益、費用、支出、法律行動、索求、申索或法律程序，向廣發證券香港及其代理經紀作出彌償及維持獲得彌償。

This Authority is provided without prejudice to other authorities or rights which GFSHK may have in relation to dealing in the Monies in my/our segregated accounts.

本授權在並不損害廣發證券香港就處理本人/吾等的獨立帳戶中的款項而擁有的其他授權或權利的情況下提供。

This Authority is valid for a period of up to twelve (12) months from the date hereof or such other date when this account being successfully opened at GFSHK (whichever the later) unless otherwise terminated by GFSHK or revoked by me/us by giving a 30-day prior written notice; in the event of the latter, revocation shall take effect ten (10) business days after the date of actual receipt of the notice by GFSHK unless otherwise determined by GFSHK. This Authority shall be deemed to be renewed on a continuing basis for a further period of not more than twelve (12) months provided that a written notification of renewal is issued to me/us at least fourteen (14) days before the expiry date of this Authority, I/we you do not object to such renewal before the expiry date.

本授權以本文件日期或當本帳戶成功於廣發證券香港開啟之日期（以較遲者為準）起計十二(12)個月內有效，除非廣發證券香港另行予以終止或本人/吾等藉給予 30 日事先書面通知而撤銷則作別論；如由本人/吾等藉給予 30 日事先書面通知而撤銷，有關撤銷將於廣發證券香港實際收到有關通知的日期後十(10)個營業日生效，除非廣發證券香港另行決定則作別論。本授權將被視作連續再續期不多於十二(12)個月，惟必須在本授權的屆滿日期前最少十四(14)日向本人/吾等發出續期書面通知，而本人/吾等於屆滿日期前並無反對有關續期。

I/We confirm that this Authority has been explained to me/us and I/we fully understand the contents of this Authority and have sought, or have had the opportunity to seek independent advice concerning its contents and effects.

本人/吾等確認，本人/吾等已獲解釋明白本授權，而本人/吾等完全明白本授權的內容，並已尋求或已有機會尋求有關本授權的內容及後果的獨立意見。

Section 5: Self-Certification 第 5 部分: 自我證明

***Section 5A: Certificate of Foreign Status of Beneficial Owner for United Status Tax Withholding**

***第 5A 部分: 美國稅項預扣實益擁有人的外國資格證明書**

(Please use W-8 Series forms, W9 form or other appropriate form from IRS.)

請填寫由美國稅局提供的 W-8 系列表格、W9 表格或其他合適表格。)

Section 5B: Self-Certification form – Entity & Controlling Person**第5B部分：自我證明表格 - 實體及控權人**

Ref. No. 參考編號： _____

**Self-Certification Form – Entity
自我證明表格-實體****Important Notes 重要提示：**

- This is a self-certification form provided by an account holder to GF Securities (Hong Kong) Brokerage Limited ("GFSE") for the purpose of automatic exchange of financial account information. The data collected may be transmitted by GFSE to the Inland Revenue Department for transfer to the tax authority of another jurisdiction. 這是由帳戶持有人向廣發証券(香港)經紀有限公司提供的自我證明表格，以作自動交換財務帳戶資料用途。申報財務機構可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。
- An account holder should report all changes in its tax residency status to GFSE. 如帳戶持有人的稅務居民身分有所改變，應盡快將所有變更通知廣發証券(香港)經紀有限公司。
- All parts of the form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (*) are required to be reported by the reporting financial institution to the Inland Revenue Department. 除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄/部標有星號(*)的項目為申報財務機構須向稅務局申報的資料。

Part 1 Identification of Entity Account Holder**第1部 實體帳戶持有人的身分識辨資料**

(For joint or multiple account holders, complete a separate form for each entity account holder.)

(對於聯名帳戶或多人聯名帳戶，每名實體帳戶持有人須分別填寫一份表格)

(1) Legal Name of Entity or Branch *

實體或分支機構的法定名稱 *

(2) Jurisdiction of Incorporation or Organisation

實體成立為法團或設立所在的稅務管轄區

(3) Hong Kong Business Registration Number

香港商業登記號碼

(4) Current Business Address 現時營業地址

Line 1 (e.g. Suite, Floor, Building, Street, District)

Line 2 (City) *

Line 3 (e.g. Province, State)

Country *

第1行(例如：室、樓層、大廈、街道、地區)

第2行(城市) *

第3行(例如：省、州)

國家 *

Post Code/ZIP Code 郵政編碼/郵遞區號碼

(5) Mailing Address (Complete if different to the current residence address)**通訊地址** (如通訊地址與現時住址不同，填寫此欄)

Line 1 (e.g. Suite, Floor, Building, Street, District)

Line 2 (City)

Line 2 (e.g. Province, State)

Country

第1行(例如：室、樓層、大廈、街道、地區)

第2行(城市) *

第3行(例如：省、州)

國家 *

Post Code/ZIP Code 郵政編碼/郵遞區號碼

Part 2 Entity Type

第2部 實體類別

Tick one of the appropriate boxes and provide the relevant information.

在其中一個適當的方格內加上 號，並提供有關資料。

Financial Institution 財務機構	<input type="checkbox"/> Custodial Institution, Depository Institution or Specified Insurance Company 託管機構、存款機構或指明保險公司
	<input type="checkbox"/> Investment Entity, except an investment entity that is managed by another financial institution (e.g. with discretion to manage the entity's assets) and located in a non-participating jurisdiction 投資實體，但不包括由另一財務機構管理（例如：擁有酌情權管理投資實體的資產）並位於非參與稅務管轄區的投資實體
Active NFE 主動非財務實體	<input type="checkbox"/> NFE the stock of which is regularly traded on _____, which is an established securities market 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
	<input type="checkbox"/> Related entity of _____, the stock of which is regularly traded on _____, which is an established securities market _____的有關連實體，該有關連實體的股票經常在_____（一個具規模證券市場）進行買賣
	<input type="checkbox"/> NFE is a governmental entity, an international organization, a central bank, or an entity wholly owned by one or more of the foregoing entities 政府實體、國際組織、中央銀行或由前述的實體全權擁有的其他實體
	<input type="checkbox"/> Active NFE other than the above (Please specify _____) 除上述以外的主動非財務實體（請說明_____）
Passive NFE 被動非財務實體 (Complete Part 3 - Controlling Persons and complete Self-Certification Form – Controlling Person for each controlling person identified. 完成 Part 3-控權人，並為每個被識別的控權人填寫自我證明表-控權人)	<input type="checkbox"/> Investment entity that is managed by another financial institution and located in a non-participating jurisdiction 位於非參與稅務管轄區並由另一財務機構管理的投資實體
	<input type="checkbox"/> NFE that is not an active NFE 不屬主動非財務實體的非財務實體

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

第3部 控權人(如實體帳戶持有人是被動非財務實體，填寫此部)

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

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

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

每名控權人須分別填寫一份自我證明表格-控權人。

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

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

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

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

提供以下資料，列明（a）帳戶持有人的居留司法管轄區，亦即帳戶持有人的稅務管轄區（香港包括在內）及（b）該居留司法管轄區發給帳戶持有人的稅務編號。列出**所有**（不限於5個）居留司法管轄區。

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

如帳戶持有人的香港稅務居民，稅務編號是其香港商業登記號碼。

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

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

如沒有提供稅務編號，必須填寫合適的理由：

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

理由 A – 帳戶持有人的居留司法稅務管轄區並沒有向其居民發出稅務編號。

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 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 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.

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。

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

Part 5 Declarations and Signature

第5部 聲明及簽署

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by GFSHK 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 GFSHK 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).

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

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

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 undertake to advise GF Securities (Hong Kong) Brokerage Limited of any change in circumstances which affects the tax residency status of the entity identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide GF Securities (Hong Kong) Brokerage 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，本人會通知廣發証券(香港)經紀有限公司，並會在情況發生改變後 30 日內，向廣發証券(香港)經紀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

Capacity 身分

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

(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)

Date (dd/mm/yyyy)* 日期 (日/月/年) *

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。

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

Important Notes 重要提示:

- This is a self-certification form provided by a controlling person to GF Securities (Hong Kong) Brokerage Limited ("GFSHK") for the purpose of automatic exchange of financial account information. The data collected may be transmitted by GFSHK to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.
這是由控權人向廣發證券(香港)經紀有限公司提供的自我證明表格，以作自動交換財務帳戶資料用途。廣發證券(香港)經紀有限公司可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。
- A controlling person should report all changes in his/her tax residency status to GFSE.
如控權人的稅務居民身分有所改變，應盡快將所有變更通知廣發證券(香港)經紀有限公司。
- All parts of the form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (*) are required to be reported by the reporting financial institution to the Inland Revenue Department.
除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄/部標有星號(*)的項目為申報財務機構須向稅務局申報的資料。

Part 1 Identification of Controlling Person

第1部 控權人的身分識辨資料

(1) Name of Controlling Person 控權人的姓名

Title (e.g. Mr, Mrs, Ms, Miss) _____

稱謂 (例如: 先生、太太、女士、小姐) _____

Last Name or Surname * 姓氏* _____

First or Given Name * 名字* _____

Middle Name(s) 中間名 _____

(2) Hong Kong Identity Card or Passport Number

香港身份證或護照號碼 _____

(3) Current Residence Address 現時住址

Line 1 (e.g. Suite, Floor, Building, Street, District) _____

Line 2 (City) * _____

Line 3 (e.g. Province, State) _____

Country * _____

第1行 (例如: 室、樓層、大廈、街道、地區) _____

第2行 (城市) * _____

第3行 (例如: 省、州) _____

國家 * _____

Post Code/ZIP Code 郵政編碼/郵遞區號碼 _____

(4) Mailing Address (Complete if different to the current residence address)

通訊地址 (如通訊地址與現時住址不同，填寫此欄) _____

Line 1 (e.g. Suite, Floor, Building, Street, District) _____

Line 2 (City) _____

Line 3 (e.g. Province, State) _____

Country _____

第1行 (例如: 室、樓層、大廈、街道、地區) _____

第2行 (城市) * _____

第3行 (例如: 省、州) _____

國家 * _____

Post Code/ZIP Code 郵政編碼/郵遞區號碼 _____

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

(6) Place of Birth (Not compulsory) 出生地點 (可不填寫)

Town/City 鎮/城市 _____

Province/State 省/州 _____

Country 國家 _____

Part 2 The Entity Account Holder(s) of which you are a controlling person**第2部 你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)	

Part 3 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent (“TIN”) ***第3部 居留司法管轄區及稅務編號或具有等同功能的識辨編號（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) 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.

如帳戶持有人是香港稅務居民，稅務編號是其香港身份證號碼。

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

如沒有提供稅務編號，必須填寫合適的理由：

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

理由 A – 控權人的居留司法管轄區並沒有向其居民發出稅務編號。

Reason B – The controlling person 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 B – 控權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 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.

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

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

Part 4 Type of Controlling Person**第4部 控權人類別**

Tick the appropriate box to indicate the type of controlling person for each entity stated in Part 2.

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

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	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"/>

Part 5 Declarations and Signature 第5部 聲明及簽署

I acknowledge and agree that (i) the information contained in this form is collected and may be kept by GFSHK 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 GFSHK 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, 廣發証券(香港)經紀有限公司可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文, (a) 收集本表格所載資料並可備存作自動交換財務帳戶資料用途及 (b) 把該等資料和關於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 GF Securities (Hong Kong) Brokerage Limited of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide GF Securities (Hong Kong) Brokerage 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, 本人會通知廣發証券(香港)經紀有限公司, 並會在情況發生改變後 30 日內, 向廣發証券(香港)經紀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

Capacity 身分

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

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

Date (dd/mm/yyyy) 日期 (日/月/年) *

Delete as appropriate 刪去不適用者

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

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

Section 6: Declarations By Client 第 6 部分: 客戶聲明

I/We hereby declare that the information as set out in the above is true, complete and accurate and can be relied upon by GFSHK in the satisfaction of GFSHK's obligations. I/We undertake to notify GFSHK promptly in case of any change of information.

本人/吾等謹此聲明上文所載資料屬真實、完整及準確。廣發證券香港可倚賴此等資料以履行其義務。上述資料如有任何更改，本人/吾等承諾從速通知廣發證券香港。

I/We hereby acknowledge and confirm that:

本人/吾等謹此承諾並確認：

- I/we have received, read and understood the Terms and Conditions for Client's Accounts (and the schedules, appendices and annexes thereto, if any) ("Terms") and in particular the Notice to Individual Clients on the Collection of Personal Data of the Terms as well as Section 5 above entitled Use of Personal Data for Direct Marketing, and I/we accept and agree to be bound by them. In event of any discrepancy between the English and Chinese text of the above, the English version shall prevail;
本人/吾等已收到、閱讀及明白客戶帳戶之條款及細則(及其附表、附錄及附件(如有)) (「客戶帳戶條款」)，以及特別是客戶帳戶條款內的《有關收集個人資料的致個人客戶通知》及上文第 5 部分「供直接促銷使用的個人資料」，而本人/吾等接納並同意受該等條款約束，倘以上文字的中、英文版本出現歧義，則須以英文版本為準；
- the risk disclosure statements (as contained in the Terms) were provided to me/us in a language of my/our choice (English or Chinese);
本人/吾等已獲提供以本人/吾等選擇語言(英文或中文)所撰寫的風險披露聲明(載於客戶帳戶條款內)；
- I/we was/were invited to read the risk disclosure statements, and to ask questions and take independent advice if I/we so wished;
本人/吾等已獲邀閱讀風險披露聲明，並按本人/吾等所意願提出問題及諮詢獨立意見；
- I/we, the undersigned Client, have read and understood the provisions in connection with electronic trading services contained in the Terms and accept and agree to be bound by it.
本人/吾等確認已閱讀並明白客戶帳戶條款中有關電子交易服務的條款，並且接受及同意受其約束。
- I/we understand and consent that I/we shall notify GFSHK on any information change on either Form W-8 or Form W-9 or other relevant documentation pursuant to Foreign Account Tax Compliance Act (FATCA) within 30 days of the change and furnish a new Form W-8 or Form W-9 or other documentary evidence; and
本人/吾等明白及同意本人/吾等應在生效日期後 30 天內就 W-8 表格、W-9 表格或其他相關文件上之任何資料變更通知廣發證券香港以符合海外賬戶稅收合規法案(FATCA)要求，並提供已填妥之 W-8 表格、W-9 表格或其他相關證明文件；及
- I/we hereby give my/our consent to GFSHK to submit information to the U.S. tax authority, if required, in compliance with relevant requirements. (For example, under the circumstance that I/we am/are specified U.S. person.)
如需要，本人/吾等謹此同意廣發證券香港把本人/吾等的資料提交給美國稅收當局以符合相關要求(例：在本人/吾等為特定美國人的情況下)。
- I/we understand that this is an important document, and I/we fully understand the contents and legal implications of this document. I understand that in the event of any doubt, I/we should seek independent legal or professional advice prior to signing of this document.
本人/吾等明白這是重要文件，本人/吾等完全明白文件當中的內容及法律含意。本人/吾等明白若有疑問，應該在簽署此文件前尋求獨立的法律或專業意見。

I/We hereby understand and confirm that by signing this form, I/we confirm that I/we have read and understood all the above sections.

I/We hereby accept and agree to be bound by the provisions of this Account Opening Form and the Terms.

本人/吾等謹此明白並確認，通過簽署此表格，本人/吾等確認本人/吾等已閱讀並明白上述所有部分。

本人/吾等謹此接受並同意受本開戶表格之條款，以及客戶帳戶條款所約束。

I/We understand the opening of a Securities Trading Account by GFSHK for me/us is subject to GFSHK's discretion.

本人/吾等明白廣發證券香港為本人/吾等開立證券交易帳戶乃受廣發證券香港酌情決定所規限。

Authorized Signature(s) with Company Chop

公司授權人簽署及公司印章

Signature

簽署 : _____

Name

姓名 : _____

Date

日期 : _____

In the presence of 在場見證:

I (Name stated and signed below) certify that I have met and identified each of the person(s) who executed this form before me, and reviewed the original of the relevant identity documents).

本人(姓名及簽署見下)證明，本人已會晤及認定簽立本表格的每位人士，並已審核有關的身份證明文件正本。

Signature of Witness

見證人簽署 : _____

Name of Witness

見證人姓名 : _____

Date

日期 : _____

Declaration by GFSHK Licensed Staff 廣發証券香港持牌員工聲明

I, named below, a licensed staff member of GF Securities (Hong Kong) Brokerage Limited, hereby declare that I have
本人(姓名見下), 為廣發証券(香港)經紀有限公司之持牌員工, 謹此聲明, 本人:

- (i) provided to the above-named Client the risk disclosure statements (as contained in the Terms) in a language of the Client's choice (English or Chinese)
(i) 已向上述客戶提供以客戶選擇語言(英文或中文)所撰寫的風險披露聲明(載於客戶帳戶條款內);
- (ii) invited the Client to read the risk disclosure statements, ask questions and take independent advice if the Client so wishes; and
(ii) 已邀請客戶閱讀風險披露聲明, 並按客戶所意願提出問題及諮詢獨立意見; 及
- (iii) fully explained the contents of risk disclosure statements to the Client in a language which the Client understands
(iii) 已用客戶明白的語言, 向該客戶完全解釋風險披露聲明的內容。

Signature of Staff 員工簽署

Staff Name 員工姓名:

Staff Designation 員工職銜:

CE Number of licensed person 持牌人的中央編號:

Date 日期:

Remark 備註:

Additional Information for Account Opening 開戶附加資料

Signature of Client/Licensed Staff:

客戶/香港持牌員工簽署: _____

Name of Client/Licensed Staff:

客戶/香港持牌員工名稱: _____

Date

日期: _____

Remark

備註: _____

Note 注意: This Account Opening Form must be accompanied by 本開戶表格須附有:

- (1) Copy(ies) of the Identity Card or Passport of Principal Shareholders/Directors/Authorized Signatories/Beneficiary Owners of the Company;
公司主要股東/董事/獲授權簽署人/實益擁有人的身份證或護照副本;
- (2) Original or Copy of Memorandum and Articles of Association of the Company (if any);
公司組織章程大綱及章程細則之正本或副本(如有者);
- (3) Copy of Certificate of Incorporation of the Company ;
公司註冊證書之副本;
- (4) Copy of Business Registration Certificate of the Company (if any);
公司商業登記證之副本(如有者);
- (5) Certified true copy of the Certificate of Good Standing/ Certificate of Incumbency (For Overseas Company);
公司良好存續證書/Certificate of Incumbency 核證副本 (海外註冊公司);
- (6) Certified true copy of Latest Annual return (if any);
最近週年申請表之核證副本 (如有者)
- (7) Copy of Register of Directors (For Overseas Company);
董事名單(海外註冊公司);
- (8) Copy of Register of Members (For Overseas Company)
股東名單(海外註冊公司);
- (9) Other document and/or information as GF may reasonably require.
廣發合理情況下需要之其他文件及資料。

Standard Commission, Interest Rate, Trading Limit and Credit Limit will be applied.
佣金費率、利率、交易限及信貸限額將根據標準費率收取。

For other commission, please provide an approved "Commission Rate Approval Form".
如需收取其他費率，請提供已審批的「佣金標準審批表格」。

For other rate and limit, please contact with Credit Department.
其他息率及限額，請聯絡信貸部申請。

FOR OFFICE USE ONLY 僅供本公司使用

Checked by 檢查	Inputted by 數據輸入	Reviewed by 查核	Approved by RO 批核
Date 日期:	Date 日期:	Date 日期:	Date 日期:

Remarks 備註:

Appendix 1 Board Resolution

(the “Company”)

RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY DATED AS OF
AT ADDRESS

Present: _____ (Chairman)
 _____ (Name of Director) _____ (Signature)
 _____ (Name of Director) _____ (Signature)
 _____ (Name of Director) _____ (Signature)

A quorum had present and _____ took the chair of the meeting.

It is NOTED that the Company proposes to open and maintain cash/margin* securities trading account(s) with GF Securities (Hong Kong) Brokerage Limited (“GFSHK”) in name of the Company.

We, the undersigned, being all the Directors of the Company, hereby RESOLVE:

- That cash/margin* securities trading account(s) [“Trading Account(s)”] be opened with **GFSHK** in the name of _____; and
- That any _____ of the following persons be authorized to execute any and all related account opening documents in relation to the Trading Account(s) for and on behalf of the Company:

Name	ID or Passport No.	Contact No. (Optional)	Specimen Signature
------	--------------------	------------------------	--------------------

- i) _____
- ii) _____
- iii) _____
- iv) _____

- That any _____ of the following persons be authorized to give verbal or written trading instructions in relation to the Trading Account(s) for and on behalf of the Company:

Name	ID or Passport No.	Contact No. (Optional)	Specimen Signature
------	--------------------	------------------------	--------------------

- i) _____
- ii) _____
- iii) _____
- iv) _____

4. That any _____ of the following persons be authorized to give verbal or written settlement instructions in relation to the Trading Account(s) for and on behalf of the Company:

Name	ID or Passport No.	Contact No. (Optional)	Specimen Signature
-------------	---------------------------	-----------------------------------	---------------------------

- i) _____
- ii) _____
- iii) _____
- iv) _____

Dated _____

Chairman of the Meeting

* Delete as appropriate

附件(一):董事會會議記錄

_____ (“公司”)

公司董事會會議記錄 _____年_____月_____日於

_____ (地點) 召開。

出席董事姓名及簽署:

_____ (會議主席)

1. 法定人數

出席會議的人數達到法定人數，_____女士/先生* 獲選為會議主席，並宣佈正式召開會議。

2. 開立證券交易帳戶

公司擬於廣發證券(香港)經紀有限公司開立現金/保證金* 證券交易帳戶。

會議決議:

(a) 於廣發證券(香港)經紀有限公司開立一個或多個現金/保證金* 證券交易帳戶 (“交易帳戶”); 以及

(b) 授權以下任何 _____ 位人士代表公司簽訂所有與交易帳戶相關的開戶文件:

姓名	身份證(或護照)號碼	聯絡電話 (選填)	簽署式樣
----	------------	-----------	------

i) _____

ii) _____

iii) _____

iv) _____

(c) 授權以下任何 _____ 位人士代表公司為交易帳戶發出口頭或書面交易指示:

姓名	身份證(或護照)號碼	聯絡電話 (選填)	簽署式樣
----	------------	-----------	------

i) _____

ii) _____

iii) _____

iv) _____

(d) 授權以下任何 ____ 位人士代表公司為交易帳戶發出口頭或書面交收指示:

姓名	身份證(或護照)號碼	聯絡電話 (選填)	簽署式樣
----	------------	-----------	------

i) _____

ii) _____

iii) _____

iv) _____

3. 會議結束

沒有其他事務，主席宣佈會議結束。

日期: 年 月 日

主席

* 刪去不適用者

Appendix 2 附件(二): DEED OF GUARANTEE AND INDEMNITY

THIS GUARANTEE AND INDEMNITY dated as of _____ (the "Guarantee and Indemnity"), is entered into between:

- (1) **GF SECURITIES (HONG KONG) BROKERAGE LIMITED** (the "**Service Provider**", being a licensed securities dealer registered as such with the Securities and Futures Commission, having its registered office 29-30/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong, which expression includes its successors and/or assigns where the context admits (fax number: (852) 2907 6176); and
- (2) _____, holder of Hong Kong Identity Card No. /Passport No. : _____
_____ with correspondence address at _____ (the "**Guarantor**")

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In this deed the title of any provision shall not affect the meaning of that or any other provision and:-

"**Address for Service**" means the Hong Kong address for service identified on the signature page of this deed or such other address in Hong Kong as the Guarantor may notify to the Service Provider at least 10 days before such change;

"**Client**" means _____, a company incorporated in _____ with its business office at _____;

"**Client's Liabilities**" means all and any of the Client's obligations and liabilities to the Service Providers of any kind and in any currency, whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another, and for the purpose of clause 2.1(2) includes any purported obligation or liability of the Client to the Service Provider which if valid would be comprised in such obligations and liabilities;

"**Expenses**" means all expenses (on a full indemnity basis) from time to time paid or incurred by the Service Provider in connection with the Client's Liabilities or in taking, preserving or enforcing this deed with Interest from the date they are incurred until payment to the Service Provider;

"**Guarantor**" means _____, holder of Hong Kong Identity Card No. /Passport No. : _____
_____ with correspondence address at _____

"**Interest**" means the rate per annum equal to 3 per cent above the prevailing prime rate as published by The Hong Kong and Shanghai Banking Corporation from time to time or the rate per annum equal to 3 per cent over the Service Provider's cost of funds, whichever is higher.

2. GUARANTEE AND INDEMNITY

2.1 Guarantee, indemnity and expenses: In consideration of the Service Provider providing or continuing securities trading and/or margin financing facilities to the Client, the Guarantor (1) guarantees to discharge on the Service Provider's demand from time to time the Client's Liabilities and to pay Interest on the amount demanded from the date of demand until payment to the Service Provider, (2) agrees as an additional and independent obligation that, if any of the Client's Liabilities are not recoverable from the Guarantor under the above guarantee for any reason, the Guarantor will be liable to the Service Provider as a principal debtor by way of indemnity for the same amount as that for which the Guarantor would have been liable had those Client's Liabilities been so recoverable (and the Guarantor will discharge that liability on the Service Provider's demand from time to time and will pay Interest on any amount demanded from the date of demand to the date of payment to the Service Provider) and (3) agrees to pay to the Service Provider on its demand from time to time the Expenses.

2.2 Continuing security: This deed shall be a continuing security until the expiry of one month from the date of receipt by the Service Provider of written notice from the Guarantor or his personal representative(s) to discontinue it. Notice of discontinuance shall not affect (1) the liability of the Guarantor giving such notice or his personal representative(s) under this deed for the Client's Liabilities as at the expiry of such notice and any Client's Liabilities arising after such expiry but pursuant to a commitment of the Service Provider undertaken before such expiry or (2) the liability of any Guarantor who has not given such notice.

3 PRESERVATION OF GUARANTOR'S LIABILITY

- 3.1 Action or inaction by Service Providers:** Without notice to the Guarantor and without releasing the Guarantor's liability, the Service Provider may (1) grant, discontinue, increase, reduce, terminate or vary in any way any agreement with or financial accommodation to the Client or any other person or any related commission, charges, interest or fees, (2) allow to the Client or to any other person any time, indulgence or other concession, (3) enter into, vary, release or refrain from taking, perfecting or enforcing any right or security which it holds or is to hold from the Client or any other person and (4) do or neglect to do anything which (but for this clause) might operate to release or reduce the Guarantor's liability under this deed.
- 3.2 Other circumstances:** The Guarantor's liability to the Service Provider shall not be affected by any of the following, namely (1) any security given or payment made to the Service Provider being avoided or reduced under any law relating to insolvency, (2) any change in the Service Provider's, the Guarantor's or the Client's constitution or composition or any statutory or other compromise or arrangement with creditors affecting the Client, (3) the insolvency, incapacity, lack of authority, death or disability of the Guarantor or the Client or of any person purporting to act on behalf of either of them, (4) any other right or security held by the Bank at any time being defective, void or unenforceable, (5) where the Guarantor comprises more than one person, any such person (a) not executing or becoming bound by any of the provisions of this deed or (b) being released from or ceasing to be bound by any such provision, in each case whether or not by agreement with the Service Provider.
- 3.3 Other defences:** The Guarantor's liability under clause 2.1(1) shall not be affected by anything which would not have released or reduced such liability had such liability been as a principal debtor instead of as a guarantor.

4 PRESERVATION OF SERVICE PROVIDERS' RIGHTS

- 4.1 Preservation of security and rights:** This deed is in addition to any other right or security held by the Service Provider at any time and shall not merge with or prejudice or be prejudiced by any such right or security or any other contractual or legal rights of the Service Provider.
- 4.2 Release conditional:** Any release, settlement, discharge or arrangement relating to the Guarantor's liability under this deed shall be conditional upon no payment, assurance or security received by the Service Provider in respect of the Client's Liabilities being avoided or reduced under any law relating to insolvency, and the Service Provider may after any such avoidance or reduction exercise all or any of its rights under this deed and/or any other rights which it would have been entitled to exercise but for such release, settlement, discharge or arrangement.
- 4.3 Restrictions on Guarantor's rights:** Until all claims of the Service Provider in respect of the Client's Liabilities have been discharged in full, the Guarantor shall not (1) be subrogated to any of the Service Provider's rights or (2) take any steps to enforce any claim that it may have against the Client or (3) hold any security from the Client, in each case without receiving the Service Provider's prior written consent.
- 4.4 Other payment sources:** The Service Provider may obtain payment of the Client's Liabilities from any sources in any order without releasing or reducing the liability of the Guarantor and may enforce this deed before or after resorting to any such other means of payment without entitling the Guarantor to any benefit.
- 4.5 Continuation of accounts:** The Service Provider may continue the account(s) of the Client or open a new account(s) despite discontinuance or demand under this deed and, whether or not the Service Provider continues such account(s) or opens any such account(s), the Guarantor's liability for the Client's Liabilities at the date of discontinuance or demand shall not be released or affected by any subsequent payment into or out of any of the Client's account(s) with the Service Provider.

5 PAYMENTS

- 5.1 Deductions:** All payments by the Guarantor shall be made (1) in immediately available funds to the credit of such account as the Service Provider may designate and (2) in full without any set-off, counterclaim or (except as required by law) tax or other deduction. If any such deduction is so required, the Guarantor shall simultaneously pay to the Service Provider such amount as is necessary to ensure that the Service Provider receives a net sum equal to what it would have received had no deduction been made.
- 5.2 Set off:** The Service Provider shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Guarantor to the Service Provider against any liability of the Service Provider to the Guarantor (in either case whether actual or contingent, present or future and irrespective of the currency or place of payment) and may for such purpose convert or exchange any currency.
- 5.3 Restriction:** Despite any term to the contrary in relation to any deposit or credit balance at any time on any account of the Guarantor with the Service Provider, no such deposit or balance shall be repayable or capable of being assigned, mortgaged, charged or otherwise disposed of or dealt with by the Guarantor before every liability of the Guarantor to the Service Provider has been discharged, but the Service Provider may permit any withdrawal without affecting the continued application of this clause.
- 5.4 Appropriation:** The Service Provider may (1) apply any payments received in respect of the Client's Liabilities, Interest or Expenses in or towards discharge of such part of all or any of them as it thinks and (2) place any money received under this deed to the credit of a securities realised account for so long as it thinks fit without any obligation in the meantime to apply such money in or towards discharge of any of the Client's Liabilities, Interest or Expenses.
- 5.5 Currency indemnity:** If the Service Provider at any time receives a payment (including by set-off) in the wrong currency and the amount of the right currency which it is able to buy (after deduction of any relevant costs) with the amount received falls short of the amount payable in the right currency, the Guarantor as a separate and independent obligation shall on demand from time to time indemnify the Service Provider against such shortfall and pay Interest on such shortfall from the date of such receipt until such shortfall is paid.

6 COMMUNICATIONS

- 6.1 Manner:** All communications under this deed must be in writing. Any communication may be made by prepaid post or fax delivered to the Service Provider or the Guarantor at its address or fax number shown on page 1 (for the Service Provider) or the signature page (for the Guarantor) unless it has communicated another address or fax number to the others in which case it must be sent to the last address or fax number so communicated. Communications to the Guarantor may also be sent in such manner or delivered to a place of business for it last known to the Service Provider or the Address for Service.
- 6.2 Delivery:** A communication to the Guarantor by post will be deemed made on the day after posting (but if to another country five days after posting). A communication to the Guarantor by fax will be deemed made when the Service Provider's fax machine records a complete transmission. A communication by the Guarantor will be deemed made only when actually received by the Service Provider.
- 6.3 Probate/administration:** Until the Service Provider receives notice in writing of the grant of probate or administration of the Guarantor, any communication by the Service Provider sent or delivered in accordance with clause 6.1 shall be deemed served on the Guarantor or his personal representative(s).

7 LAW, JURISDICTION AND TRANSFER

- 7.1 Law and jurisdiction:** This deed is governed by and will be construed in accordance with Hong Kong law. The Guarantor irrevocably agrees that (1) the Hong Kong courts are to have non-exclusive jurisdiction to settle any disputes and to entertain any suit, action or other proceedings arising out of or in connection with this deed and (2) the Address for Service shall be an effective address for service of such proceedings in the Hong Kong courts on the Guarantor.
- 7.2 Transfer:** The Service Provider may (1) assign and/or transfer any one or more of its rights and/or obligations under this deed or under any other agreement or document relating to the Client's Liabilities without the consent of the Guarantor and (2) give such information relating to the Guarantor or this deed as it thinks fit to any person who proposes taking an assignment from it and/or entering into contractual relations with it with respect to this deed.

8 MISCELLANEOUS

- 8.1 Delay or omission:** Neither Service Provider's rights and powers under this deed will be affected or impaired by any delay or omission by the Service Provider in exercising them or any previous exercise of any such rights or powers.
- 8.2 Interest:** Interest payable by the Guarantor will accrue (both before and after judgment) on a daily basis and on the basis of a 360 or 365 day year and will be compounded (both before and after judgment) in each case according to the usual practice of the Service Provider.
- 8.3 More than one Guarantor:** Where more than one Guarantor enters into this deed, including where the Guarantor comprises partners in a firm, (1) the liability of each Guarantor shall be joint and several, (2) any communication under this deed shall be deemed to be served on every Guarantor if served on any Guarantor and (3) if any person is admitted as a partner of such firm the other partners shall procure that such new partner undertakes to adopt and be bound by this deed as if he had originally been a party to it.
- 8.4 Severability:** Each of the provisions of this deed shall be severable and distinct from one another and if at any time any one or more of those provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
- 8.5 Certificates:** A certificate signed by an official of the Service Provider as to the amount due or owing from the Client or the Guarantor shall be conclusive evidence against the Guarantor except in the case of manifest error or on any question of law.

IN WITNESS whereof this Deed has been executed by the Guarantor and is intended to be and is hereby delivered on the day and year first above written .

SIGNED, SEALED AND DELIVERED BY)

GUARANTOR :)

Name : _____)

Holder of HKID No. _____/Passport No. _____)

Correspondence Address : _____)

_____)



in the presence of : _____)

_____)

Witness (Signature)

Name :

This Guarantee and Indemnity is dated this _____ Day _____ Month _____ Year