

Valuable Capital Limited ("VCL") is a licensed corporation that is licensed for Type 1 Regulated Activity (i.e. Dealing in Securities), Type 2 Regulated Activity (i.e. Dealing in Futures Contracts), Type 4 Regulated Activity (i.e. Advising on Securities), Type 5 Regulated Activity (i.e. Advising on Futures Contracts) and Type 9 Regulated Activity (i.e. Asset Management) under the Securities and Futures Ordinance (Cap. 571) with CE No. AUL711 and is an Exchange Participant of The Stock Exchange of Hong Kong Limited and Hong Kong Futures Exchange Limited.

華盛資本証券有限公司 ("華盛証券") 是根據《證券及期貨條例》(第571章) 就第一類受規管活動 (即證券交易)、第二類受規管活動 (即期貨合約交易)、第四類受規管活動 (即就證券提供意見)、第五類受規管活動 (即就期貨合約交易提供意見) 及第九類受規管活動 (即提供資產管理) 獲發牌的持牌法團, 其中央編號為 AUL711, 為香港聯合交易所有限公司及香港期貨交易所有限公司的交易所參與者。

ACCOUNT OPENING FORM (INSTITUTIONAL PROFESSIONAL INVESTOR) 開戶表格 (機構專業投資者)

For Internal Use Only 只供內部使用
Account Opening Date 開戶日期 _____
Referral 渠道號 _____

A. ACCOUNT TYPE 帳戶類別		
<input type="checkbox"/> Cash Account 現金帳戶	Account No. 帳戶號碼 _____	
<input type="checkbox"/> Margin Account 融資帳戶	Account No. 帳戶號碼 _____	
<input type="checkbox"/> Futures Account 期貨帳戶	Account No. 帳戶號碼 _____	
<input type="checkbox"/> Fund Account 基金帳戶	Account No. 帳戶號碼 _____	
<input type="checkbox"/> Bond Account 債券帳戶	Account No. 帳戶號碼 _____	
<input type="checkbox"/> Structure Note Account (S/N) 結構性票據帳戶	Account No. 帳戶號碼 _____	
Does your company require internet trading services? 貴公司是否需要網上交易服務? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否		
Does your company require services in trading U.S. stocks? 貴公司是否需要買賣美股服務? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否		
Does your company require services in trading A-shares? 貴公司是否需要買賣 A 股服務? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否		
B. CORPORATE INFORMATION 公司資料		
Company Name (English) 公司名稱 (英文):	<input type="checkbox"/> House account 公司帳戶 <input type="checkbox"/> Client's account 客戶帳戶	Company Name (Chinese) 公司名稱 (中文):
Type of Company 公司類別:		
<input type="checkbox"/> Sole Proprietorship 獨資經營	<input type="checkbox"/> Limited Company 有限公司	<input type="checkbox"/> Listed Company 上市公司
<input type="checkbox"/> Partnerships 合夥企業	<input type="checkbox"/> Trust 信託	<input type="checkbox"/> Other 其他: _____
Registered Address 註冊地址:		
Business Address 業務地址:		
E-mail Address 電郵地址:	Registered Email Address 登記電郵地址:	
	Email Address (only for receipt of e-statement, if different from above) 電郵地址 (僅適用於收取電子結單, 如與上述不同):	
	Other Email Address (If any, please specify the purposes) 其他電郵地址 (如有, 請註明用途):	
Mobile Phone No. (applicable for internet trading service) 手提電話號碼 (適用於網上交易服務):		
Statement Delivery Method 結單發送方式:		
Unless specified in writing or requests, all account(s) will be registered for the e-Statement service automatically and will be preset to receive statements of accounts, notices, contract notes by default email address(es). 除非另行書面指定或要求, 所有帳戶自動登記使用電子結單服務和將會以預設電郵地址收取戶口結單、通告、成交單據。		
*If your preferred method of communication is mailing, a postage service fee shall be charged for HK\$200 each month. Any replacement of daily statements or monthly statements will be charged HK\$100 plus postage fee for each copy. 如選用郵遞形式, 將收取郵遞服務費每月 HK\$200。任何補領日結單或月結單的費用為每份港幣 100 元, 另加郵費。		
Please confirm whether your company hold LEI 請貴公司確認是否持有法律實體識別編碼: <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否		LEI registration document 法律實體識別編碼:
Certificate of Incorporation No. 公司註冊編號:		Business Registration No. 商業登記編號:
Country of Incorporation 註冊國家:		Date of Incorporation 註冊成立日期:
Office Phone No. 辦公室電話號碼:		Office Fax No. 辦公室傳真號碼:

C. INSTITUTIONAL PROFESSIONAL INVESTOR ASSESSMENT FORM 機構專業投資者評估表格

Pursuant to the definition of “Institutional Professional Investors” under paragraphs (a) to (i) of section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Cap. 571) (“SFO”) and paragraph 15.2 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, we acknowledge, declare and confirm that we are an Institutional Professional Investor within one of the following categories:
根據《證券及期貨條例》(第571章)附表1第1部第1條第(a)到第(i)段及證券及期貨事務監察委員會持牌人或註冊人操守準則第15.2段裡對「機構專業投資者」的定義，吾等確認及聲明吾等為以下一個組別的機構專業投資者：

Category 類別	Nature of Business 業務性質
<input type="checkbox"/> (A)	A recognised exchange company, recognised clearing house, recognized exchange controller or recognised investor compensation company, or a person authorised to provide automated trading services under section 95(2) of the SFO. 認可交易所、認可結算所、認可控制人或認可投資者賠償公司，或根據《證券及期貨條例》第95(2)條獲認可提供自動化交易服務的人。
<input type="checkbox"/> (B)	An intermediary, or a person carrying on the business of the provision of investment services and regulated under the law of a place outside Hong Kong. 中介人，或經營提供投資服務的業務並受香港以外地方的法律規管的其他人。
<input type="checkbox"/> (C)	An authorised financial institution, or a bank which is not an authorised financial institution but is regulated under the law of a place outside Hong Kong. 認可財務機構，或並非認可財務機構但受香港以外地方的法律規管的銀行。
<input type="checkbox"/> (D)	An insurer authorised under the Insurance Companies Ordinance (Cap. 41), or a person carrying on insurance business and regulated under the law of a place outside Hong Kong. 根據《保險業條例》(第41章)獲授權的保險人，或經營保險業務並受香港以外地方的法律規管的其他人。
<input type="checkbox"/> (E)	A scheme which:- 符合以下說明的計劃： (i) is a collective investment scheme authorized under section 104 of SFO; or 屬根據《證券及期貨條例》第104條獲認可的集體投資計劃；或 (ii) is similarly constituted under the law of any place outside Hong Kong and, if it is regulated under the law of such place, is permitted to be operated under the law of such place, or any person by whom any such scheme is operated. 以相似的方式根據香港以外地方的法律成立，並(如受該地方的法律規管)根據該地方的法律獲准許營辦，或營辦任何該等計劃的人。
<input type="checkbox"/> (F)	A registered scheme as defined in section 2(1) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485) (“MPFSO”), or its constituent fund as defined in section 2 of the Mandatory Provident Fund Schemes (General) Regulation (Cap. 485 sub. leg. A), or a person who, in relation to such registered scheme, is an approved trustee or service provider as defined in section 2(1) of the MPFSO or who is an investment manager of such registered scheme or constituent fund. 《強制性公積金計劃條例》(第485章)第2(1)條界定的註冊計劃，或《強制性公積金計劃(一般)規例》(第485章，附屬法例A)第2條界定的該等計劃的成分基金，或就任何該等計劃而言屬該條例第2(1)條界定的核准受託人或服務提供者或屬任何該等計劃或基金的投資經理的人。
<input type="checkbox"/> (G)	A scheme which:- 符合以下說明的計劃： (i) is a registered scheme as defined in section 2(1) of the Occupational Retirement Schemes Ordinance (Cap. 426); or 屬《職業退休計劃條例》(第426章)第2(1)條界定的註冊計劃；或 (ii) is an offshore scheme as defined in section 2(1) of that Ordinance and, if it is regulated under the law of the place in which it is domiciled, is permitted to be operated under the law of such place, or any person who, in relation to any such scheme, is an administrator as defined in section 2(1) of that Ordinance. 屬該條例第2(1)條界定的離岸計劃，並(如以某地方為本籍而受該地方的法律規管)根據該地方的法律獲准許營辦，或就任何該等計劃而言屬該條例第2(1)條界定的管理人的。
<input type="checkbox"/> (H)	any government (other than a municipal government authority), any institution which performs the functions of a central bank, or any multilateral agency. 任何政府(市政府當局除外)、執行中央銀行職能的任何機構，或任何多邊機構。
<input type="checkbox"/> (I)	except for the purposes of Schedule 5 to SFO, any corporation which is:- (除為施行《證券及期貨條例》附表5外)符合以下說明的法團： (i) a wholly owned subsidiary of- 屬下述者的全資附屬公司— (a) an intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or 中介人，或經營提供投資服務的業務並受香港以外地方的法律規管的其他人；或 (b) an authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong; 認可財務機構，或並非認可財務機構但受香港以外地方的法律規管的銀行； (ii) a holding company which holds all the issued share capital of- 屬持有下述者的所有已發行股本的控股公司— (a) an intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or 中介人，或經營提供投資服務的業務並受香港以外地方的法律規管的其他人；或 (b) an authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong; or 認可財務機構，或並非認可財務機構但受香港以外地方的法律規管的銀行；或 (iii) any other wholly owned subsidiary of a holding company referred to in subparagraph (ii). 屬第(ii)節提述的控股公司的任何其他全資附屬公司。

D. SETTLEMENT INSTRUCTIONS 交收指示

All monies payable to us are to be transferred to the following bank account(s):

任何吾等應收款項應存入以下銀行帳戶：

Currency 貨幣	Name of Bank 銀行名稱	Account No 帳戶號碼	Name of Account Holder 帳戶持有人名稱	Country of Receiving Bank 收款銀行所在國家
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 Delivery Versus Payment (DVP) for H.K. Stock
貨銀對付 - 港股

 Delivery Versus Payment (DVP) for U.S. Stock
貨銀對付 - 美股

 Broker Name:
券商名稱：

 Broker Name:
券商名稱：

 CCASS Participant No.
中央結算交收系統參與者號碼：

 DTC Number (For US brokers)
DTC 代碼 (適用於美國券商)：

 Account Name
帳戶名稱：

 Account Name
帳戶名稱：

 Account Number
帳戶號碼：

 Account Number
帳戶號碼：
E. CORPORATE STRUCTURE 公司結構**PARTICULARS OF ALL DIRECTORS 所有董事的資料**

	Name 姓名	Date of Birth 出生日期	Nationality 國籍	ID Card/Passport No. 身份證/護照號碼
1				
2				
3				
4				
5				
6				

F. TRADING AUTHORISATION 交易授權

Any _____ of the following person(s) is/are authorized on behalf of the Company to give written and/or oral trading instructions and specimen signatures appearing against their names are the true signatures of the authorized person(s):

以下任何_____位人士均可代表本公司以書面及/或口頭發出交易指示，而授權人士之真實簽名樣本已於其姓名旁邊顯示：

	Name of Authorized Person(s) 獲授權人姓名	Nationality 國籍	ID Card/Passport No. 身份證/護照號碼	Phone No. 電話號碼	Specimen Signature 簽名式樣
1					
2					
3					
4					
5					
6					

G. SIGNING ARRANGEMENT 簽名安排

Any _____ of the following person(s) is/are authorized to deposit and/or withdraw funds and/or shares to/from the Account and give settlement instructions and/or any other instructions on behalf of the Company and the specimen signatures appearing against their names are the true signatures of the authorized person(s):

以下任何_____位授權人士簽署均可代表本公司對帳戶進行資金/股票儲存/提取，發出清算指令和其他有關帳戶的指令，而獲授權人士之真實簽名樣本已於其姓名旁邊顯示：

	Name of Authorized Person(s) 獲授權人姓名	Nationality 國籍	ID Card/Passport No. 身份證/護照號碼	Phone No. 電話號碼	Specimen Signature 簽名式樣
1					
2					
3					
4					

H. RELATED CLIENT (FOR MARGIN ACCOUNT ONLY) 關聯客戶 (僅適用於融資帳戶)

Is your company in control of 35% or more of the voting rights of another company which is a margin client of VCL?

貴公司是否控制另一華盛證券融資公司帳戶 35% 或以上的投票權？

No 否 Yes 是 (If yes, please specify 如是，請註明：_____)

Does another margin client of VCL control 35% or more of the voting rights of your company (if that margin client is an individual, includes the voting rights of his/her spouse)?

另一華盛證券的融資帳戶是否控制貴公司 35% 或以上的投票權 (如該客戶為個人，則包括其配偶的投票權)？

No 否 Yes 是 (If yes, please specify 如是，請註明：_____)

Are your company and another corporate margin client of VCL members of the same group?

貴公司與另一華盛證券融資客戶是否均屬同一公司集團的成員？

No 否 Yes 是 (If yes, please specify 如是，請註明：_____)

I. DISCLOSURE OF INFORMATION 資料披露

Is any of your directors, partners, shareholders or his spouse, partner, children, parents, spouse or partner of his children, close associate a “Politically Exposed Person” (“PEP”) (i.e. an individual is or has been entrusted with a prominent public function in any place, including but not limited to a head of state, head of government, senior politician, senior government, judicial or military official, senior executive of a state-owned corporation and an important political party official)?

貴公司的董事、合夥人、股東、或其配偶、伴侶、子女、父母、子女之配偶或伴侶、或與其關係密切的人仕是否「政治人物」（即該人仕在任何地方擔任或曾擔任重要公職，包括但不限於國家元首、政府首長、資深從政者、高級政府、司法或軍事官員、國有企業高級行政人員及重要政黨幹事）？

No 否 Yes 是 (If yes, please specify 如是，請註明：_____)

J. USE OF PERSONAL DATA IN DIRECT MARKETING 使用個人資料作直接促銷

VCL intends to use personal data of your company for direct marketing. Personal data includes name, contact details, financial backgrounds and statistical data of your company which are provided to VCL under the account opening documents or obtained by VCL from time to time. Your company explicitly agree that your personal data may be used by or transferred to VCL and/or any VCL’s affiliates for direct marketing purpose. Your company further agree to receive such direct marketing materials from VCL and/or any VCL’s affiliates, unless our company indicates an objection herein below:

華盛證券擬使用貴公司的個人資料作直接促銷。該等個人資料包括貴公司在開戶文件中向華盛證券提供的及華盛證券不時所獲得貴公司的名稱、聯絡詳情、財務背景及統計資料等。貴公司明確同意華盛證券及/或任何華盛證券附屬公司可使用或轉移貴公司的個人資料，作直接促銷用途。貴公司進一步同意收取華盛證券及/或任何其華盛證券附屬公司該等直接促銷資料，除非貴公司在下方表示反對：

The Company objects to the proposed use or transfer of personal data of the Company by VCL and/or any of VCL’s affiliates for direct marketing purposes.

本公司反對華盛證券及/或任何華盛證券附屬公司使用或轉移本公司的個人資料，作各種直接促銷用途。

K. STANDING AUTHORITY 常設授權

We confirm that we fully understand and agree to all terms and conditions of the Standing Authority as follows.
吾等確認吾等完全明白及同意本常設授權的所有條款及細則。

STANDING AUTHORITY GENERAL TERMS (FOR ALL TYPES OF ACCOUNTS) 常設授權通用條款（適用於所有帳戶）

Unless otherwise specified, any term in this Standing Authority shall have the same meaning as defined and amended in the Securities and Futures Ordinance (Cap. 571), Securities and Futures (Client Money) Rules and Securities and Futures (Client Securities) Rules from time to time.
除文義另有所指外，於本常設授權書內的任何名詞，與《證券及期貨條例》（第571章）、《證券及期貨（客戶款項）規則》及《證券及期貨（客戶證券）規則》不時修訂之定義具有相同意思。

The Standing Authority is valid for a period of 12 months from the date hereof, subject to renewal by our or deemed renewal under the Client Money Rules or Client Securities Rules (as the case may be).

按照由客戶續期或根據客戶款項規則或客戶證券規則（視乎情況而定）當作已被續期所制約下，本常設授權書的有效期為十二（12）個月，自本常設授權書之簽發日起計有效。

We understand that we may revoke this Standing Authority by giving written notice to VCL at the above address. The effective date of the revocation shall be 30 days from the date of VCL’s receipt of the written notice.

吾等明白吾等可以以書面形式向華盛證券於上述所列明之地址發出通知，撤回本授權書。撤回本授權書之生效日期為華盛證券收到該通知後起計三十（30）天。

We understand that a notice of renewal of the Standing Authority shall be sent to us at least 14 days prior to its expiry. If VCL does not receive a letter of objection to the renewal of the Standing Authority prior to its expiry, we shall be deemed to have agreed to renew the Standing Authority for a period of 12 months upon the terms and conditions as specified in the Standing Authority.

吾等明白常設授權續期通知書將於常設授權屆滿前最少十四天寄予吾等。如華盛證券於常設授權有效期屆滿前未有接獲吾等書面反對，則吾等之常設授權會在屆滿時按照常設授權的條款及細則視為同意續期十二個月。

This Standing Authority shall remain effective until the expiration date or until the Standing Authority is revoked by us, whichever is earlier.
除非本常設授權書到期或於到期前被撤回（以較早者為準），否則本常設授權書保持有效。

We understand and agree that VCL has the rights to suspend our account(s) held with VCL and request us to provide more information if there are any abnormal or suspicious activities in our account(s).

吾等明白及同意，若吾等的帳戶有任何不尋常或可疑活動，華盛證券有權凍結吾等的帳戶並要求吾等的帳戶提供更多資料。

We confirm that this Standing Authority has been explained to us and we fully understand the contents of this Standing Authority and have sought, or have had the opportunity to seek, legal advice concerning its contents and effect.

吾等確認華盛證券已向其解釋本常設授權書，吾等完全明白本常設授權書的內容，並已經或有機會就其內容及效力尋求法律顧問的意見。

We agree that VCL may contact us via telephone or e-mail from time to time, for the purpose of improving client communication and delivering better quality customer service.

吾等同意華盛證券可以不時以電話或電郵聯絡吾等，以改善客戶溝通及提供更優質客戶服務為目的。

We understand that, in the event of any discrepancy between the English and Chinese version, the English version shall prevail.
吾等明白，倘若中文版本與英文版本在解釋或意義方面有任何歧義，應以英文版本為準。

STANDING AUTHORITY UNDER THE SECURITIES AND FUTURES (CLIENT MONEY) RULES (FOR ALL TYPES OF ACCOUNTS)
證券及期貨（客戶款項）規則規定的常設授權（適用於所有帳戶）

Unless otherwise specified, any term in this Standing Authority shall have the same meaning as defined and amended in the Securities and Futures Ordinance (Cap. 571), Securities and Futures (Client Money) Rules and Securities and Futures (Client Securities) Rules from time to time.
除文義另有所指外，於本常設授權書內的任何名詞，與《證券及期貨條例》（第571章）、《證券及期貨（客戶款項）規則》及《證券及期貨（客戶證券）規則》不時修訂之定義具有相同意思。

This Standing Authority covers money held or received by VCL in Hong Kong and overseas (including any interest derived from the holding of the money which does not belong to VCL) in one or more segregated account(s) on our behalf ("Monies"). We hereby authorize VCL to handle the Monies on our behalf.

本常設授權是涵蓋華盛證券為吾等在香港以及海外收取或持有並存放於一個或多個獨立帳戶內之款項（包括因持有並非屬於華盛證券之款項而產生之任何利息）（下稱「款項」）。吾等茲授權華盛證券處理此等款項。

Regarding the Monies held or received by VCL in Hong Kong, we hereby further authorize VCL to:-
就華盛證券為吾等在香港收取或持有的款項，吾等進一步授權華盛證券：

1. Combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by VCL from time to time, and VCL may transfer any sum of Monies to and between such segregated account(s) to satisfy our obligations or liabilities to VCL, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, joint or several; and
組合或合併華盛證券所維持的任何性質的任何或全部獨立帳戶，此等組合或合併活動可以個別地或與其他帳戶聯合進行，華盛證券可將該等獨立帳戶內任何數額之款項作出轉移，以解除吾等對華盛證券的義務或法律責任，不論此等義務和法律責任是確實或或然的、原有或附帶的、有抵押或無抵押的、共同或分別的；及
2. Set-off or transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by VCL towards satisfaction of any of our liabilities to VCL; and
華盛證券可將款項的任何款額任何時間維持的獨立帳戶之間轉入轉出以結清吾等對華盛證券負有的債務；及
3. Exchange our Monies into any other currency(ies) at the rate of exchange conclusively determined by VCL.
可將帳戶內的款項以華盛證券最終確定的匯率兌換成任何其他貨幣。

Regarding the Monies held or received by VCL overseas, we hereby further authorize VCL to:-
就華盛證券為吾等在海外收取或持有的款項，吾等進一步授權華盛證券：

1. Use all or part of the Monies at its discretion without prior notice, confirmation and/or instructions for the purposes of sale and purchase of overseas securities and/or compliance with settlement and/or deposit requirements. VCL is authorized to:
本常設授權書授權華盛證券不需事先通知或取得的確認及／或指示可酌情動用款項的全部或部份作買賣海外證券之用、符合交收或按金要求及其他用途。華盛證券有權：
2. Pay/transfer any sum of Monies to our securities account held with VCL, the futures account(s) of any overseas financial institution(s) and/or overseas clearing firm(s) and their successors for the purpose of trading or meeting the settlement or margin requirement (if applicable) of our overseas securities transactions;
將任何數額之款項支付／轉往吾等於華盛證券的帳戶及／或任何海外金融機構及／或結算公司的期貨帳戶及其繼承人及受讓人以作吾等買賣海外證券之用或符合交收或按金的要求（如適用）；及／或
3. Transfer the Monies interchangeably between the segregated account(s) opened and maintained by VCL in Hong Kong and the segregated account(s) opened and maintained by VCL with any overseas financial institution(s) and/or overseas clearing firm(s) outside Hong Kong; and/or
從華盛證券在香港或其他地方設立之一或多個獨立帳戶及在任何海外金融機構及／或結算公司設立之獨立帳戶或於該等帳戶之間來回調動；及／或
4. Enter into foreign exchange contracts necessary to facilitate the purchase or meet the settlement or margin requirement (if applicable) of the overseas securities on or before the date when the Monies are required to be converted into other currencies for payment at market rates in accordance with VCL's normal practice. VCL has sole discretion to decide the content of the foreign exchange contracts including but not limited to the timing.
5. 訂立外幣兌換合約，適用於當日或之前為了購買海外期貨合約之用或符合交收或按金的要求（如適用）而需要將資金轉換為其他貨幣，此等兌換合約按華盛證券慣例並以市場匯率訂立。外幣兌換合約的內容（包括但不限於訂約時間）由華盛證券全權決定。

We understand that VCL can take any of the above actions without giving notice to us.
華盛證券可以不向吾等發出通知而採取上述行動。

We understand that this Standing Authority is given to VCL in consideration of VCL's agreement in opening and continuous maintaining Securities Cash/Margin Trading Account for us and also Futures Trading Account(s) with VCL for us.
吾等明白本常設授權乃鑑於華盛證券同意開立及繼續維持吾等的證券現金／融資交易帳戶及期貨交易帳戶。

We understand this Standing Authority is given without prejudice to other authorities or rights which VCL may have in relation to dealing in Monies in the segregated accounts.
吾等明白吾等的證券可能受制於第三者之權利，華盛證券可於全數抵償該等權利後，方將吾等的證券退回給吾等。

We acknowledge and confirm that our assets (including the Monies) received or held by VCL overseas are subject to applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such assets may not enjoy the same protection as that conferred on our assets received or held in Hong Kong.

吾等確認，華盛證券在香港以外地方收取或持有的吾等的資產，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，有關資產有可能不會享有賦予吾等在香港收取或持有的資產的相同保障。

(This paragraph is only applicable to margin accounts.) When you do not have any cash balance in your account at VCL, and you, through your account, trade on margin and withdraw funds to meet the deposit and/or settlement requirements of other accounts, you may face additional risks and costs, including market risk, margin trading risk and any additional interest costs.

(本段只適用於證券融資帳戶) 當客戶在本公司的個人及／或聯名戶口沒有現金結餘時，若透過客戶的個人及／或聯名戶口進行股票孖展貸款，提取資金以滿足其他戶口的按金或交收要求，客戶將面對額外的風險與成本，包括市場風險、保證金交易風險等和需要承擔額外的利息成本。

STANDING AUTHORITY UNDER THE SECURITIES AND FUTURES (CLIENT SECURITIES) RULES (FOR SECURITIES MARGIN TRADING ACCOUNTS ONLY)

證券及期貨（客戶證券）規則規定的常設授權（只適用於證券融資帳戶）

We further confirm that our authorization to VCL to deal with all the securities in the Securities Margin Account to be opened with VCL. We confirm to authorize VCL to:

吾等進一步確認吾等授權華盛證券處理在華盛證券處即將開立的證券融資帳戶中所有證券。吾等確認吾等授權華盛證券：

1. Apply any of our securities or securities collateral pursuant to a securities borrowing and lending agreement;
根據證券借貸協議，運用吾等的任何證券或證券抵押品；
2. Deposit any of our securities collateral in any recognized financial institution as collateral for financial accommodation provided to VCL;
把吾等的任何證券抵押品存放於任何認可財務機構，作為該機構向華盛證券提供財務通融的抵押品；
3. Deposit any of our securities collateral to Hong Kong Securities Clearing Company Limited (“HKSCC”) to discharge and fulfill our liquidation obligations and liabilities. We understand that HKSCC, in light of VCL’s liability and obligations, sets our securities as the fixed charge;
將吾等的任何證券抵押品存放給香港中央結算有限公司（下稱「香港結算」），用作履行及清償吾等的清算責任和債務。吾等明白香港結算因應華盛證券承擔的義務對吾等的證券設定固定押記；
4. Deposit any of our securities collateral to any other recognized clearing house or any other registered and licensed intermediary which conducts securities transactions as a collateral to discharge and satisfy VCL’s settlement obligations and liabilities;
將吾等的任何證券抵押品存放給任何其他認可結算所或者其他有獲發牌或獲註冊進行證券交易的中介人，作為解除華盛證券在交收上的法律責任的抵押品；以及
5. If VCL provides financial accommodation to us during the course of the securities transaction and any other approved or registered regulated activities, VCL may conduct actions stated in (1), (2), (3) and/or (4) above to transfer or store any of our securities collateral as described in the paragraph.
若華盛證券在證券交易過程中以及任何其它已經獲發牌或已獲註冊的受規管活動過程中，向吾等提供財務通融，可根據上述第（1）、（2）、（3）和／或（4）段所述調動或存放吾等的任何證券抵押品。

We understand that VCL can take any of the above actions without giving notice to us.

華盛證券可以不向吾等發出通知而採取上述行動。

We understand that this Standing Authority does not affect VCL's right to dispose of our securities collateral for the purposes of discharging our legal obligations or liability to VCL or any other third party.

吾等明白本授權書不影響華盛證券為解除由吾等對華盛證券或第三者所負的法律責任，而處置或促使華盛證券處置吾等證券抵押品的權利。

This Standing Authority is issued to VCL in view of VCL's agreement to continue to maintain our securities margin account.

此賦予華盛證券之授權乃鑒於華盛證券同意繼續維持吾等之證券融資帳戶戶口。

L. CONSENT TO BE TREATED AS AN “INSTITUTIONAL PROFESSIONAL INVESTOR” 同意被視為機構專業投資者

We hereby confirm, declare and undertake that:
吾等謹此確認、聲明及承諾：

We have satisfied the requirements of being classified as an “Institutional Professional Investor” under paragraphs (a) to (i) of section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Cap. 571) and paragraph 15.2 of Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (“Code of Conduct”) and we will provide / have provided VCL with the relevant supporting documents as proof of our fulfilment of the requirements.

吾等符合《證券及期貨條例》(第571章)附表1第1部第1條第(a)到第(i)段及證券及期貨事務監察委員會持牌人或註冊人操作準則(「操作準則」)第15.2段裡對「機構專業投資者」的分類所描述的條件，並會／已向華盛證券提供有關證明文件以證明吾等符合該條件。

We agree to be treated as an “Institutional Professional Investor”.
吾等同意被視為機構專業投資者。

We acknowledge that VCL, as a licensed corporation registered with the Securities and Futures Commission (“SFC”), is ordinarily required to comply with the relevant rules set out in the Code of Conduct in the provision of services to us. However, in accordance with paragraphs 15.4 and 15.5 of the Code of Conduct and our consent to be treated as an “Institutional Professional Investor”, we understand that VCL is exempted from complying with certain requirements as follows:-

吾等明白華盛證券，作為證券及期貨事務監察委員會(「證監會」)的持牌法團，在提供服務予吾等時，一般需遵守操作準則裡的有關的規則。然而，基於操作準則第15.4及第15.5段，以及吾等同意被視為機構專業投資者的情況下，吾等明白華盛證券可獲豁免遵守操作準則中一些與業務操守有關的特定規則如下：

(1) Information about Clients

有關客戶的資料

VCL is not required to:

華盛證券無須：

- (a) establish our financial situation, investment experience and investment objectives;
確立吾等的財務狀況、投資經驗及投資目標；
- (b) ensure the suitability of any recommendation or solicitation; and
確保所作出的建議或招攬行為是合適的；及
- (c) assess our knowledge of derivatives and characterise us based on our knowledge of derivatives.
評估吾等對衍生工具的認識，並根據吾等對衍生工具的認識將客戶分類。

(2) Client Agreement and Risk Disclosure Statements

客戶協議及風險披露聲明

VCL is not required to enter into a written agreement with us nor provide us with the relevant risk disclosure statements.

華盛證券無須訂立協議書及提供相關的風險披露聲明。

(3) Information for Clients

為客戶提供資料

VCL is not required to:

華盛證券無須：

- (a) disclose transaction related information;
披露與交易相關的資料
- (b) provide us with information about VCL and its business, and the identity and status of VCL’s employees and others acting on behalf of VCL;
向吾等提供有關華盛證券和有關其僱員及其他代表其行事的人士的身分和受僱狀況的資料；
- (c) confirm promptly with us the essential features of a transaction after effecting a transaction for us; and
為吾等完成交易後，盡快吾等確認有關該宗交易的重點；及
- (d) provide us with documentation on the Nasdaq-Amex Pilot Program.
為吾等提供關於納斯達克－美國證券交易所試驗計劃的資料文件。

(4) Discretionary Account

委託帳戶

VCL is not required to:

華盛證券無須：

- (a) obtain from us an authority in written form prior to effecting transactions for us without our specific authority;
為吾等進行未經吾等特定授權的交易之前，先向吾等取得書面授權；
- (b) explain the authority described under paragraph 7.1(a)(ii) of the Code and confirm it on an annual basis; and
解釋操作準則第7.1(a)(ii)段所述的授權，並每年確認該項授權一次；及
- (c) disclose benefits receivable for effecting transactions for us under a discretionary account.
披露因應在委託帳戶下為吾等進行交易而可取得的收益。

(5) Complex Products

複雜產品

VCL is not required to ensure the suitability of a transaction in a complex product, provide sufficient information about a complex product and provide warning statements.

華盛證券無須確保產品交易的合適性，提供有關複雜產品的充份資料及提供警告聲明。

We understand the potential risks and consequences of being treated as an Institutional Professional Investor by VCL.

吾等明白被華盛證券視為機構專業投資者的潛在風險與後果。

We understand that certain information will not be provided to us when dealing with VCL.
吾等明白，當吾等與華盛證券交易時，某些資料不會被提供。

We understand that certain services will not be provided by VCL.
吾等明白華盛證券不會向吾等提供某些服務。

We understand that we have the right, at any time, to withdraw from being treated as an Institutional Professional Investor by giving written notice of no less than five (5) business days to VCL.
吾等明白吾等在任何時候均有權通過給予華盛證券不少於五個工作天的書面通知撤回被視為機構專業投資者的資格。

We agree to inform VCL promptly if there is any change of status or circumstances which may render any declaration contained herein or any information provided untrue and/or inaccurate.
如有任何狀態或狀況更改而導致吾等提供予華盛證券的資料或所述之聲明變為不實及／或不準確，吾等同意立即通知華盛證券。

M. ACKNOWLEDGEMENT, UNDERTAKING AND SIGNATURE 確認、承諾及聲明

We hereby acknowledge and undertake that:
吾等謹此確認及承諾：

The information provided in this Account Opening Form is true, correct and complete, and we have not willfully withheld any material fact(s). We authorize VCL to confirm and verify the information from any source that VCL considers appropriate, including performing any credit checks on us. VCL is entitled to rely fully on such information and representations for all purposes, unless VCL receives notice in writing of any change. We confirm and undertake that we will notify VCL in writing on any changes within fourteen (14) days.

本開戶表格中所提供的資料均屬真實、完整及準確無訛，及吾等並未刻意隱瞞任何重要事實。吾等授權華盛證券可向任何華盛證券認為適當的資料來源確定和查證，包括進行任何對於吾等的信貸查證。除非華盛證券收到任何資料改變的收書面通知，華盛證券可完全依據這些資料及陳述，作任何用途。吾等確認及承諾，如所提供之資料有任何更改，均會於十四（14）天內以面通知華盛證券。

We have received, read and understood the terms and conditions of Client Agreement (Securities Trading Account), including but not limited to Margin Client Agreement (Securities Trading Account), Client Agreement (Futures Trading Account) and Personal Information Collection Statement (“the Agreements”) applicable to us. We apply to open the above type(s) of Account(s) and agree to be bound by the terms and conditions of Agreements. VCL has the absolute right to change, amend, delete or substitute any terms and conditions of the Agreements from time to time by giving us such notice. Such changes, amendment, deletion or substitution shall be deemed as effective and incorporated therein (and shall form part of the Agreement) on the date of publication or issue of such notice. Unless VCL has received our request to close the Account(s), if we continue to use the Account(s), we shall be deemed to have accepted such change, amendment, deletion or substitution.

吾等已收取、閱讀及明白客戶協議書（證券交易帳戶），包括但不限於融資客戶協議書、客戶協議書（期貨交易帳戶）及個人資料收集聲明「協議書」的條款及細則。吾等申請開立上述類別的帳戶，並同意及接納受協議書的條款及細則約束。華盛證券有絕對酌情權不時修訂、更改、刪減或取代協議書的條款及細則，並向吾等發出通知。該修訂、更改、刪減或取代的條款及細則將於相關通知刊載之日起生效，並被視為納入本協議書內。除非華盛證券收到吾等取消帳戶通知，否則表示吾等接納該更改條款及細則。

We confirm that Risk Disclosure Statements as contained in the Agreements have been provided to us in the language of our choice (English or Chinese). We have been invited to read such Risk Disclosure Statements, ask questions relating thereto and seek any independent advice as we wish before signing this Account Opening Form. We further understand that the Risk Disclosure Statements do not purport to disclose or explain all the risks and other important aspects of trading in financial products concerned, and we have been advised not to engage in trading in financial products unless we understand the nature and risks of such financial products. We should carefully consider whether trading in the relevant financial products is appropriate for us in light of our investment objectives, experience, risk appetite and financial resources, and we are advised to seek independent and professional advice.

吾等確認已按照吾等所選擇語言（英文或中文）獲提供協議書的風險披露聲明，且已獲邀在簽署本開戶表格前，閱讀該風險披露聲明、提出問題及徵求獨立的意見（如吾等有此意願）。吾等進一步明白該風險披露聲明並未能披露或解釋涉及金融產品交易的所有風險或其他重要事項，除非吾等明白所進行金融產品交易之性質及其風險程度，吾等已被建議不應進行該金融產品的交易。吾等應根據其投資目標、經驗、風險承受能力、財政資源小心考慮進行相關金融產品之交易是否適合吾等，且吾等如有疑問應尋求獨立及專業的意見。

We acknowledge and confirm that we have carefully read and fully understood Clause 15 of the Agreement concerning derivative products, especially nature and risks of derivative products. We further confirm and declare that the licensed representative of VCL has fully explained Clause 15 of the Agreement to us in the plain language(s) of our choice. If we decide to trade in derivative products, we shall understand the nature and risks of derivative products and have sufficient net worth to assume the risks and bear the potential losses of trading in derivative products. VCL will not solicit or provide recommendations to a client on trading in derivative products if he/she does not have any knowledge or experience in trading in derivative products.

吾等承認並確認，吾等已細閱及完全明白協議書內關於衍生產品的第 15 條條款，特別是衍生產品的性質及風險。吾等進一步確認華盛證券的持牌代表已按照吾等所選擇的淺白語言向吾等詳細解釋協議書的第 15 條條款。假如吾等打算買賣衍生產品，吾等應明白衍生產品的性質及風險，並有足夠的淨資產來承擔因買賣衍生產品而可能招致的風險和損失。假如客戶並沒有衍生工具產品的任何知識或經驗，華盛證券不會向客戶就衍生產品作出建議或招攬行為。

We agree that VCL may contact us via telephone or e-mail from time to time, for the purpose of improving client communication and delivering better quality customer service.

吾等同意華盛證券可以不時以電話或電郵聯絡吾等，以改善客戶溝通及提供更優質客戶服務為目的。

We understand and agree that VCL has the rights to suspend our account(s) held with VCL and request us to provide more information if there are any abnormal or suspicious activities in our account(s).

吾等明白及同意，若吾等的帳戶有任何不尋常或可疑活動，華盛證券有權凍結吾等的帳戶並要求吾等的帳戶提供更多資料。

We understand that, in the event of any discrepancy between the English and Chinese version, the English version shall prevail.

吾等明白，倘若中文版本與英文版本在解釋或意義方面有任何歧義，應以英文版本為準。

M. ACKNOWLEDGEMENT, UNDERTAKING AND SIGNATURE 確認、承諾及聲明

Acknowledged and undertaken by:

Authorized Signature(s) with Company Chop

獲授權人仕簽署及公司印章： _____

Name of Authorized Signatory(ies)

獲授權簽署人仕姓名： _____

Date

日期： _____

N. Certification (must be completed by a staff member of VCL or its affiliates or a Professional¹)**驗證 (由華盛證券或其聯繫人士的僱員或專業人士填寫)**

I, the undersigned, hereby certify that the signing of the Account Opening Form by the Client name in this Account Opening Form and the sighting of the related original supporting documents of the Client are executed in my presence on the date written in Section M of this Account Opening Form.

本人，下列簽署人仕，謹此證實，於開戶表格中的 M 部份所寫的日期當日，本人見證本開戶表格所指明的客戶的開戶表格的簽立及有關正本證明文件驗證均在本人面前執行。

Signed by Witness 見證人簽署_____
Full Name of Witness 見證人姓名_____
Position/Profession with Membership No. 職位/專業及會員編號_____
Date 日期**O. Declaration by VCL Licensed Representative****華盛證券持牌代表聲明**

I, the undersigned, hereby declare that I have (i) provided the Risk Disclosure Statements in the language of the Client's choice (English or Chinese), (ii) invited the Client to read such Risk Disclosure Statements, ask questions and take independent advice (if the Client wishes), and (iii) fully explained the contents of the Risk Disclosure Statements to the Client in the language which the Client understands.

本人，下列簽署人仕，謹此聲明，本人已按照客戶所選擇的語言（英文或中文）提供風險披露聲明；邀請客戶閱讀該風險披露聲明、提出問題及徵詢獨立意見（如客戶有此意願）；及已按照客戶所理解的語言，向客戶完全解釋風險披露聲明的內容。

Signed by VCL Licensed Representative 華盛證券持牌代表簽署_____
Full Name of VCL Licensed Representative 華盛證券持牌代表姓名_____
CE No. 中央編號_____
Date 日期¹ A professional included a certified financial accountant, lawyer or notary public.

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Account Information		
Trading Limit (HK\$)	Credit Limit (HK\$)	Annual Overdue Interest Rate (%)
HKD Brokerage (%)	HKD Min. Commission	HKD Commission Rebate (%)
USD Brokerage (%)	USD Min. Commission	USD Commission Rebate (%)
CNY Brokerage (%)	CNY Min. Commission	CNY Commission Rebate (%)

Remarks

Account Approved and Accepted by VCL			
Documents checked by	Name	Signature	Date
Information input by	Name	Signature	Date
Information verified by	Name	Signature	Date
Account approved by	Name	Signature	Date