

Account No. 賬戶號碼: _____

Account Name 賬戶名稱: _____



雅利多證券
ARISTO SECURITIES LIMITED

Securities Cash Trading

證券現金交易

Professional Investor - Individual / Joint Client

專業投資者 - 個人／聯名客戶

Client Account Agreement

客戶賬戶協議

Room 101, 1st Floor, On Hong Commercial Building, 145 Hennessy Road, Wanchai, Hong Kong

香港灣仔軒尼詩道145號安康商業大廈1樓101室

Tel 電話: (852) 3622 1770 Fax 傳真: (852) 3622 1488

Web-site 網址: <http://www.aristo.hk>

Client Information Form – Individual / Joint Account (Professional Investor)

客戶資料表格 - 個人／聯名賬戶（專業投資者）

Personal Information 個人資料			
Individual / Primary Client 個人／聯名賬戶主要持有人		Joint / Secondary Client 聯名賬戶第二持有人	
Name of Account Holder (English) Mr. / Mrs. / Miss 賬戶持有人英文姓名 先生／太太／小姐		Name of Account Holder (English) Mr. / Mrs. / Miss 賬戶持有人英文姓名 先生／太太／小姐	
Chinese Name 中文姓名	Date of Birth 出生日期	Chinese Name 中文姓名	Date of Birth 出生日期
HKID No. (or Passport No. and Country of Issue) 香港身份證號碼（或護照號碼及簽發國家）		HKID No. (or Passport No. and Country of Issue) 香港身份證號碼（或護照號碼及簽發國家）	
Nationality 國籍		Nationality 國籍	
Name of Employer (if self-employed, please specify the name of Business) 僱主名稱（自僱人士請填寫公司名稱）		Name of Employer (if self-employed, please specify the name of Business) 僱主名稱（自僱人士請填寫公司名稱）	
Occupation (or Type of Business) 職業（或業務類別）	Year(s) of Employed 任職年期	Occupation (or Type of Business) 職業（或業務類別）	Year(s) of Employed 任職年期
Correspondence Address 通訊地址		Correspondence Address 通訊地址	
Residential Address 住所地址		Residential Address 住所地址	
Residential Phone No. 住所電話號碼	Business Phone No. 公司電話號碼	Residential Phone No. 住所電話號碼	Business Phone No. 住所電話號碼
Mobile Phone No. 手提電話號碼	Fax No. 傳真號碼	Mobile Phone No. 手提電話號碼	Fax No. 傳真號碼
Email Address 電郵地址		Email Address 電郵地址	
Select your language 選擇語言 <input type="checkbox"/> 繁體 <input type="checkbox"/> 簡體 <input type="checkbox"/> English			
Communication Method (for Daily / Monthly Statements) 通訊方式 (用作發送日/月結單) <input type="checkbox"/> Post 郵寄 (Post to Correspondence Address with monthly fee of \$50 郵寄至通訊地址,月費為港幣50元正) <input type="checkbox"/> Email 電郵			

Bank Details 銀行詳情 *如客戶有意欲交易深港通、滬港通產品，必須提供香港銀行的人民幣賬戶

Name of Bank Account Holder 銀行賬戶持有人姓名		Name of Bank 銀行名稱	
HKD 港元		HKD 港元	
RMB 人民幣*		RMB 人民幣*	
USD 美金		USD 美金	
Account No. 賬戶號碼		Account Type 賬戶種類	
HKD 港元		<input type="checkbox"/> Savings Account 儲蓄賬戶	
RMB 人民幣*		<input type="checkbox"/> Current Account 往來賬戶	
USD 美金		<input type="checkbox"/> Multiple Currency 綜合貨幣賬戶	
		<input type="checkbox"/> Other, please specify 其他，請說明 _____	

Disclosure of Identity 身份披露聲明**Individual / Primary Client 個人／聯名賬戶主要持有人**

- 1) Are you a Citizen of UNITED STATES or owned Green Cards? 閣下是否美國公民或擁用美國綠卡？
 Yes 是 No 否
- 2) Are you a director, an employee or a representative of an intermediary licensed / registered under the Securities and Futures Ordinance? 閣下是否《證券及期貨條例》下持牌／登記中介人的董事、僱員或代表？
 No 否
 Yes*, please specify the name of the intermediary 是*, 請列明中介人的名稱 _____
(* Please attach a consent letter of account opening from the intermediary. * 請附上由中介人發出的開戶同意書。)
- 3) Are you a relative of any director, employee or representative of Aristo Securities Limited? 閣下是否雅利多證券有限公司任何董事、僱員或代表的親屬？
 No 否
 Yes, please specify the name of the director, employee or representative and relationship with him / her. 是, 請列明該董事、僱員或代表的名稱及雙方關係 _____
- 4) A senior management officer or director of any (listed) company whose shares are traded on any exchange or market? 任何其股份在交易所或市場買賣的（上市）公司之高級管理或董事？
 No, 否
 Yes, please specify the company name and stock code. 是, 請列明該公司名稱及代號 _____
- 5) Are you, your spouse, partner, child, parent, spouse or partner of your child, or your close associate entrusted or has been entrusted with a prominent public function, which includes a head of state, head of government, judicial or military official, senior executive of a state-owned corporation and an important political party official? 閣下、閣下之配偶、伴侶、子女或父母，或閣下的子女的配偶或伴侶，或與閣下關係密切的人，是否擔任或曾擔任重要公職，包括國家元首、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, please specify 是, 請列明 _____

Joint / Secondary Client 聯名賬戶第二持有人

Relationship with Primary Client 與申主要持有人關係 _____

- 1) Are you a Citizen of UNITED STATES or owned Green Cards? 閣下是否美國公民或擁用美國綠卡?
 Yes 是 No 否
- 2) Are you a director, an employee or a representative of an intermediary licensed / registered under the Securities and Futures Ordinance? 閣下是否《證券及期貨條例》下持牌／登記中介人的董事、僱員或代表?
 No 否
 Yes*, please specify the name of the intermediary 是*, 請列明中介人的名稱 _____
(* Please attach a consent letter of account opening from the intermediary. * 請附上由中介人發出的開戶同意書。)
- 3) Are you a relative of any director, employee or representative of Aristo Securities Limited?
閣下是否雅利多證券有限公司任何董事、僱員或代表的親屬?
 No 否
 Yes, please specify the name of the director, employee or representative and relationship with him / her.
是, 請列明該董事、僱員或代表的名稱及雙方關係 _____
- 4) A senior management officer or director of any (listed) company whose shares are traded on any exchange or market?
任何其股份在交易所或市場買賣的(上市)公司之高級管理或董事?
 No, 否
 Yes, please specify the company name and stock code.
是, 請列明該公司名稱及代號 _____
- 5) Are you, your spouse, partner, child, parent, spouse or partner of your child, or your close associate entrusted or has been entrusted with a prominent public function, which includes a head of state, head of government, judicial or military official, senior executive of a state-owned corporation and an important political party official?
閣下、閣下之配偶、伴侶、子女或父母, 或閣下的子女的配偶或伴侶, 或與閣下關係密切的人, 是否擔任或曾擔任重要公職, 包括國家元首、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, please specify 是, 請列明 _____

Identity of Person(s) Ultimately Responsible for Originating the Instructions in relation to a Transaction
最終負責發出交易指示人士的身份

Are you the person who is ultimately responsible for originating the instructions in relation to a transaction?

閣下是否最終負責發出交易指示的人士?

- Yes 是
 No, please specify the details of the person who is ultimately responsible for originating the instructions in relation to a transaction 否, 請列明最終負責發出交易指示的人士之資料。

Name 姓名 _____

HKID / Passport No. and Country of Issue 香港身份證／護照號碼及簽發國家 _____

Address 地址 _____

Occupation 職業 _____

Relationship with the person who is ultimately responsible for originating the instructions in relation to a transaction 與最終負責發出交易指示人士的關係 _____

Identity of Ultimate Beneficial Owner(s) of the Account 賬戶最終受益人身份

Are you the ultimate beneficial owner(s) who stand(s) to gain the commercial or economic benefit of the transaction and / or bear its commercial or economic risk?

閣下是否最終受益人，可賺取交易的商業或經濟收益及／或承擔其商業或經濟風險？

Yes 是

No, please specify the details of the ultimate beneficial owner(s) 否, 請列明最終受益人士之資料。

Name 姓名 _____

HKID / Passport No. and Country of Issue 香港身份證／護照號碼及簽發國家 _____

Address 地址 _____

Occupation 職業 _____

Relationship with the person who is ultimately beneficial owner(s) 與最終受益人士的關係 _____

APPLICANT'S AGREEMENT & ACKNOWLEDGEMENT

申請人之承諾及確認

Please indicate the type of Account you want to open by ticking "✓" and signing the appropriate boxes below
請在開立的賬戶類別加上 "✓" 號並在相應空格內簽署

Client Account Opening Execution 客戶開戶執行指示

- Please open a Cash Account for me / us, the undersigned Client(s). I / We have read, understood and accepted the provisions of the Cash Client Agreement as set out in the Standard Terms and Conditions of Aristo Securities Limited and I / We agree to be bound by the same.
請為本人(等)(為下方簽署之客戶)開立現金賬戶。本人(等)已經閱讀、明白並接受在雅利多證券有限公司的標準章則中，所載之現金客戶協議的條款，並同意這些條款的約束。
- Where the account is a joint account, we declare and confirm that each of the account holders may give in relation to the purchase or sale of any securities for the account, unless otherwise notified in writing signed by all of us to you.
如賬戶為聯名賬戶，吾等聲明及確定，除非貴公司收到由所有賬戶持有人共同簽署的書面通知，每位賬戶持有人均可就本賬戶發出有關購買或出售任何證券的指示。

Electronic Securities Trading Execution 電子證券交易執行指示

(For Electronic Securities Trading Service Account Applicant(s) Only 只適用於使用電子證券交易申請者填寫)

- I / We declare that I / We want to use the following Service(s). I / We have read, understood and accepted the provisions of the Electronic Securities Trading Agreement as set out in the Standard Terms and Conditions of Aristo Securities Limited and I / We agree to be bound by the same.
本人(等)聲明欲使用電子證券交易服務。本人(等)已經閱讀、明白並接受在雅利多證券有限公司的標準章則中，所載之電子證券交易協議的條款，並同意這些條款的約束。
- Electronic Securities Trading Service
電子證券買賣服務

Applicant's Signature
申請人簽署

Date 日期:

Co-Applicant's Signature (if any)
聯名帳戶第二申請人簽署 (如適用)

Date 日期:

Witness's Signature 見證人簽署

Witness's Name 見證人姓名

Witness's Occupation 見證人職業

Date 日期:

Acknowledged and Accepted by
Aristo Securities Limited

經由雅利多證券有限公司承認及接納

Dated 日期: _____

Authorized Signature(s) with Company Chop
授權簽署及公司印章

PROFESSIONAL INVESTOR ASSESSMENT FORM

專業投資者評估表格

This Form is used by Aristo Securities Limited to assess if the Client falls within one of the categories of "professional investor" under Section 1 of Part 1 of Schedule 1 of Securities and Futures Ordinances and state the requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission that may not be applied. Client may take independent advices prior to completing the Form. For corporate account holder, it shall be completed by the authorized person on behalf of the company.

此表格由雅利多證券有限公司（「雅利多證券」）以評估閣下是否屬《證券及期貨條例》附表一第一部第一條定義下的「專業投資者」，以及提供雅利多證券可因此而獲豁免遵守《證券及期貨事務監察委員會持牌人或註冊人操守準則》的若干要求的資料。客戶於填寫前，可先徵求獨立的意見。若屬公司客戶，請由授權人士代表公司填寫。

PART I – Monetary Threshold Requirement

第一部分 - 資產總值限額要求

For Individual / Joint Account 個人/聯名賬戶專用

(Please provide either one of supporting document(s) listed below): (請提供下列其中一種證明文件) :

Portfolio of not less than HK\$8 million or its equivalent in any foreign currency as stated in :

價值不少於港幣800萬元或其等值外幣的投資組合，已載於：

- certificate issued by auditor or a certified public accountant within 12 months before the account opening date; or 由核數師或會計師在開戶日前12個月內發出的證明書內；或
- custodian statements issued by registered institution or licensed corporation within 12 months before the account opening date. 由註冊機構或持牌公司在開戶日前12個月內發出的保管人結單。

PART II – CPI Assessment

第二部分 - 個人/聯名專業投資者評估

Pursuant to Paragraph 15.3B of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "Code"), we are required to assess if the client meets the three criteria set of as below before waiving certain requirements under the Code. Please answer the following questions (and as far as possible provide the supporting documentation) for our assessment. 根據《證券及期貨事務監察委員會持牌人或註冊人操守準則》（《操守準則》）第15.3B條所列的條件，雅利多證券須在就有關產品及/或市場對該專業投資者進行評估（「專業投資者評估」）後，方可獲豁免遵守《操守準則》的若干規定。請回答以下問題（及盡量提供證明文件）以便雅利多證券作出合理的評估。

1) Please select the relevant products and/ or markets which are being assessed

請選擇進行評估的有關產品及/或市場

- Equity Securities (including warrants, CBBC and Stock Options) 股本證券（包括認股權證、牛熊證及股票期權）
- Others (Please Specify) 其他（請列明）

2) Do you have sufficient investment background (including the investment experience of such person(s))?

閣下是否具備充分的投資背景（包括投資經驗）？

- Yes 是
- No 否

3) Based on my investment experience and history which is directly relevant and related to the relevant products and markets, for at least two years?

請問閣下是否具備最少2年與有關產品及市場直接相關及有關連的投資經驗及歷史？

- No 否
- Yes 是, Please specify the average number of the investment transactions per year 請列明平均每年交易次數

_____宗

- 4) Do you have working experience in the financial sector (including investment management, investment research, recommending or selling investment products), which is directly relevant and related to the relevant products and markets, for at least two years in the recent five years?

請問閣下於最近 5 年內，是否具備最少 2 年與有關產品及市場直接相關及有關連的金融業工作經驗（包括投資管理、投資研究、建議或出售投資產品）

No 否

Yes 是, Please specify 請列明 _____

- 5) Do you have academic or professional qualifications or has undergone training or studied courses relating to the relevant products and markets?

請問閣下是否具備與有關產品及市場相關的學歷或專業資格或曾接受有關產品性質和風險的一般培訓或修讀相關課程？

No 否

Yes 是, Please specify 請列明 _____

- 6) Are you aware of the risks involved in trading in the relevant products and markets?

閣下對所涉及的風險是否有所認知？

Yes 是

No 否

PART III – Client Consent to Treatment as a Professional Investor

第三部分 – 客戶同意被視作專業投資者

- 1) Consent to be treated as a Professional Investor

同意被視作專業投資者

I/We, confirm the above information provided by me/us is true, complete and accurate, and consent that ARISTO to classify me/us as a Professional Investor pursuant to the definition of professional investor under Schedule 1 of the Securities and Futures Ordinance and Section 3 of the Securities and Futures (Professional Investor) Rules.

本人/吾等確認本人/吾等填寫於此表格的資料是真確、完整及準確，及同意雅利多證券根據《證券及期貨條例》

附表一「專業投資者」的定義及《證券及期貨（專業投資者）條例》第3條視作為「專業投資者」。

- 2A) Provisions May Be Waived

可獲豁免的規條

I/ We fully understand the risks and consequences of being treated as Professional Investor. Due to this categorization, the following requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “Code”) would be dis-applied to ARISTO.

本人/吾等完全明白下列被視為專業投資者可能出現的風險及後果。基於對專業投資者的界定，雅利多證券將可豁免遵守《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》）的以下若干要求：

- (a) The need to inform the client about itself and the identity and status of employees and others acting on its behalf

須向客戶提供有關本公司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

- (b) The need to confirm with the client promptly the essential features of a transaction after effecting a transaction

為客戶完成交易後，須盡快向客戶確認有關該宗交易的重點

- (c) The need to provide the client with documentation on Nasdaq-Amex Pilot Program

須向客戶提供關於納斯達克－美國證券交易所試驗計劃的資料文件

- 2B) Provisions May Be Waived (Please this box where appropriate)

可獲豁免的規條（如適用，請於方格填上）

Note: Corporation/ Partnership/ Trust who passed the CPI Assessment in Part II may select this box. Where ARISTO assess the client has not satisfied the criteria, ARISTO will keep applying the below provisions (no matter the client has selected this box or not)

注：已通過第二部分“法團專業投資者評估”的法團/合夥/信託法團可填選此項。如雅利多證券認為客戶未能通過有關評估，雅利多證券將亦會遵守有關規條（不論客戶是否已填選此項）

The following requirements under the Code would further be dis-applied to ARISTO:

雅利多證券將可進一步豁免遵守《操守準則》的以下若干要求：

- (a) The need to establish client's financial situation, investment experience and investment objectives
須確立客戶的財務狀況、投資經驗及投資目標
- (b) The need to ensure the suitability of the recommendation or solicitation
須確保所作出的建議或招攬行為是合適的
- (c) The need to assess client's knowledge of derivatives and characterize the client based on his knowledge of derivatives
須評估客戶對衍生工具的認識，並根據客戶對衍生工具的認識將客戶分類
- (d) The need to disclose certain sales-related information including the capacity in which we are acting, our affiliation with the issuer, disclosure of monetary and non-monetary benefits and the terms and conditions in generic terms under which you may receive a discount of fees and charges from us
須披露與交易相關的資料(包括本公司以何種身份行事；本公司與產品發行人的聯繫；披露有關金錢收益及非金錢收益的資料；及概括地說明本公司向客戶提供費用及收費折扣的條款及細則)
- (e) The need to enter into a written agreement and provide relevant risk disclosure statements
須訂立協議書及提供相關的風險披露聲明
- (f) For discretionary accounts, the need to obtain the client's prior written authority to effect transactions for the clients without his specific authority, and the need to confirm it on annual basis
適用於委託帳戶，在為客戶進行未經客戶特定授權的交易之前，須先向客戶取得書面授權須解釋所述的授權，並須每年確認該項授權一次

3) Right to withdraw from being treated as a Professional Investor

撤銷專業投資者身份權利

I/ We understand that I/we have the right to withdraw from being treated as Professional Investor at any time whether in respect of all products or markets or any part thereof by giving us not less than 14 days prior notice in writing. I/ we would inform ARISTO immediately if I/we become aware of any change in my/ our financial conditions that may affect my/our eligibility for being classified as a professional investor.

本人/吾等明白本人/吾等有權在任何時候，就所有或任何部份產品及/或市場以不少於十四天的書面形式，通知雅利多證券撤銷作為專業投資者身份。本人/吾等承諾會立即通知雅利多證券有關本人/吾等之可能構成影響符合被視為專業投資者資格的財政狀況變化。

Definition of Professional Investors
專業投資者之定義

Persons prescribed as Professional Investors 符合專業投資者之人士

Where a client of a licensed or registered person is a “Professional Investor” referred to in paragraph 15.2 (*who has sufficient knowledge and expertise in relevant products and markets, i.e. a Professional Investor would be active in the relevant market and be well aware of the risks involved in trading in the relevant market*) of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (“the Code”), the licensed or registered person will not be required to fulfill the requirements set out in paragraph 15.5 of the Code while serving such clients in respect of relevant products and / or markets of which they are treated as Professional Investors.

凡持牌人或註冊人的客戶為《證券及期貨事務監察委員會持牌人或註冊人操守準則》（下稱「該準則」）第15.2段所提述的「專業投資者」（對有關產品及市場有豐富的認識及具備足夠的專業知識，*即在其相關市場上活躍地進行交易*，並且對於在相關市場上進行交易所涉及的風險有充分認知），則該持牌人或註冊人在相關產品及／或市場為此類被視為專業投資者的客戶提供服務時，將獲免除遵守該守則第15.5段載列的規定。

As defined in the Securities and Futures (Professional Investor) Rules, the following persons are prescribed as a Professional Investor:

根據《證券及期貨（專業投資者）規則》的定義，訂明以下人士為專業投資者：

- (a) any trust corporation having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HK\$40 million or its equivalent in any foreign currency-
符合以下說明的任何信託法團：擔任一項或多於一項信託的信託人，而在該項或該等信託下獲託付的總資產不少於港幣4,000萬元或等值外幣，或該總資產值-
- (i) as stated in the most recent audited financial statement prepared-
已載於—
 - in respect of the trust corporation; and
就該信託法團；並
 - within 16 months before the relevant date;
在有關日期前16個月內，
擬備的最近期的經審計的財務報表內；
 - (ii) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared-
通過參照—
 - in respect of the trust or any of the trusts; and
就該項信託或該等信託中任何一項信託；並
 - within 16 months before the relevant date; or
在有關日期前16個月內，
擬備的一份或多於一份屬最近期的經審計的財務報表而獲確定；或
 - (iii) as ascertained by referring to one or more custodian statements issued to the trust corporation-
通過參照—
 - in respect of the trust or any of the trusts; and
就該項信託或該等信託中任何一項信託；並
 - within 12 months before the relevant date;
在有關日期前12個月內，
發給該信託法團的一份或多於一份保管人結單而獲確定；
- (b) any individual, either alone or with any of his associates on a joint account, having a portfolio of not less than HK\$8 million or its equivalent in any foreign currency-
符合以下說明的任何個人：單獨或聯同其有聯繫者於某聯權共有賬戶擁有的投資組合不少於港幣800萬元或等值外幣，或該投資組合總值—
- (i) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
已載於由該人的核數師或會計師在有關日期前12個月內發出的證明書內；或
 - (ii) as ascertained by referring to one or more custodian statements issued to the individual (either alone or with the associate) within 12 months before the relevant date;
通過參照在有關日期前12個月內發給該人（單獨或聯同有關有聯繫者）的一份或多於一份保管人結單而獲確定；

- (c) any corporation or partnership having-
符合以下說明的任何法團或合夥—
- (i) a portfolio of not less than HK\$8 million or its equivalent in any foreign currency; or
擁有的投資組合在有關日期不少於港幣800萬元或等值外幣；或
 - (ii) total assets of not less than HK\$40 million or its equivalent in any foreign currency, as ascertained by referring to-
擁有的總資產在有關日期不少於港幣4,000萬元或等值外幣，或該投資組合總值或總資產值—
 - (iii) the most recent audited financial statement prepared-
通過參照—
 - in respect of the corporation or partnership (as the case may be); and
就該法團或合夥（視屬何情況而定）；並
 - within 16 months before the relevant date; or
在有關日期前16個月內，擬備的最近期的經審計的財務報表而獲確定；或
 - (iv) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date;
通過參照在有關日期前12個月內發給該法團或合夥（視屬何情況而定）的一份或多於一份保管人結單而獲確定；
- 及
- (d) any corporation the sole business of which is to hold investments and which is wholly owned by an individual who, either alone or with any of his associates on a joint account, falls within the description in paragraph (b).
唯一業務是持有投資項目並由符合(b)段描述的個人（不論是單獨或聯同其有聯繫者於某聯權共有賬戶）全資擁有的任何法團。

“**relevant date**” means the date by or on which the obligation is required to be complied with; and
「有關日期」指須於某日期或之前履行某項責任之日期；及

“**associate**” in relation to an individual, means the spouse or any child of the individual.
某個別人士的「有聯繫者」指該人士的配偶或任何子女。

Risks and Consequences of being treated as a “Professional Investor”

被視為「專業投資者」所涉及的風險與後果

Treatment as a Professional Investor 被視為專業投資者

We refer to your request for opening a Professional Investor account with Aristo Securities Limited (“Aristo”). Based on the information you have provided to us which shows you, and in view of your representation and warranty that you are a Professional Investor, we will be exempted from complying with certain compliance requirements listed below under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (“the Code”) provided always that you agree to be treated as the Professional Investor and undertake to complete, sign and return to us the declaration form and the assessment form attached herein and agree to inform us promptly if any information you have provided to us for the Professional Investor assessment ceases to be accurate or changes in any other way:

現跟進閣下向雅利多證券有限公司（「雅利多證券」）提出申請開立專業投資者賬戶之事宜。根據閣下向本公司提供的資料，及參考閣下對閣下作為專業投資者的聲明及保證，顯示閣下為一名專業投資者。鑑於閣下的專業投資者身份，本公司將可豁免遵守下列《證券及期貨事務監察委員會持牌人或註冊人操守準則》（「該守則」）下的若干合規要求，只要閣下：同意閣下將一直被視為專業投資者；承諾填妥、簽署及交回本文件隨附的聲明表格及評估表格；同意如閣下提供予本公司關於閣下作為專業投資者的資料不再準確或以任何形式出現改動時，將儘快通知本公司：

1. Client Agreement and risk disclosure 客戶協議及風險披露

We will not be required to enter into a written client agreement with you nor provide you with the written warnings in respect of the risks involved in any transactions we enter into with you, or to bring those risks to your attention typically required of us under the Code.

本公司無須與閣下簽訂書面客戶協議，亦無須就本公司與閣下進行任何交易所涉及的風險向閣下發出書面通知或如常按照該守則在一般情況下提示閣下注意相關風險的做法向閣下發出有關提示。

We will not be required to assess your knowledge of derivatives and characterize you based on your knowledge of derivatives.

本公司既無須就閣下對衍生產品的認識進行評估，亦無須因應閣下所擁有的衍生產品知識進行分類。

2. Information about clients 關於客戶的資料

We will not be required to establish your financial situation, investment experience or investment objectives except we are providing advice on corporate finance work.

除就企業融資提供意見之外，本公司無須確定閣下的財務狀況、投資經驗或投資目的。

3. Suitability of the recommendation or solicitation 建議或招攬的合適性

If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

假如本公司向閣下招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他本公司可能要求閣下簽署的文件及本公司可能要求閣下作出的聲明概不會減損本條款的效力。

4. Discretionary Accounts 委託賬戶

We will not be required, in connection with any discretionary account, to follow certain provisions set out in the Code in relation to the procedures to be followed to obtain from your authority in writing prior to effecting transactions for your account and are not required to explain the terms of any such authority or reconfirm it on an annual basis.

就任何委託賬戶而言，本公司無須根據該守則若干條文列明之步驟在為閣下賬戶執行交易前事先取得閣下的書面授權亦無須就任何此類授權的條款作出解釋或每年重新確認該項授權。

5. Information for clients 為客戶提供資料

We will not be required to confirm promptly with you the essential features of a transaction after effecting a transaction and we will not be required to inform or provide you with the following information or documentation:

本公司無須在執行交易後立即與閣下確認有關交易的重點，亦無須通知閣下或向閣下提供下列資料或文件：

(a) the information about our business or the identity and status of our employees or others acting on our behalf with whom you may have contact; or

提供有關本公司業務或僱員身份／職位或其他代表本公司行事而與閣下接觸人士的資料；或

(b) any documentation on the Nasdaq-Amex pilot Program.

任何有關納斯達克-美國證券交易所試驗計劃的文件。

We will not be required to disclose sales related information as set out in paragraph 8.3A of the Code when distributes an investment product to you.

在向閣下發行投資產品時，本公司無須披露該守則第8.3A段所述的相關銷售資料。

6. Contract notes, statement of accounts and receipts 成交單據、戶口結單及收據

We will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required unless you specifically request.

除非閣下向本公司發出指示，本公司將不會按《證券及期貨（成交單據、戶口結單及收據）規則》內規定，向閣下提供成交單據、戶口結單或收據。

Risks of being treated as a “Professional Investor” 被視為「專業投資者」所涉及的風險

You may be exposed to substantial risks in being treated as a Professional Investor as mentioned above, including without limitation to the following risks:

在被視為上述「專業投資者」後，閣下可能會面對重大風險，其中包括但不限於以下風險：

1. Suitability of investment 投資的適合性

If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

假如本公司向閣下招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他本公司可能要求閣下簽署的文件及本公司可能要求閣下作出的聲明概不會減損本條款的效力。

2. Information about investment 關於投資的資料

As we are not required to confirm you promptly the essential features of a transaction we effect on your behalf or provide you with regular statements of account but subject to your request for such statements of account, you may face the risk of not knowing fully and / or on a timely basis the status or terms of your investments or the transactions which you may have entered into or your financial exposure arising therefrom.

由於本公司無須在執行交易後立即與閣下確認有關交易的重點資料或向閣下提供定期戶口結單（除非閣下另行要求發出該等結單），閣下或未能完全及／或及時掌握閣下即將進行的投資或交易狀況或條款，以及由此而引起之財務風險詳情。

The above risk disclosure statements do not purport to disclose all the risks associated with being treated as a Professional Investor as described above. You should carefully consider the risks and consequences of such treatment in the light of your own experience, objectives and financial resources and other relevant circumstances.

以上風險披露聲明並非旨在披露上述被視為專業投資者所涉及的一切相關風險。閣下應根據個人經驗、目標、財政資源及其他相關情況，仔細考慮被視為專業投資者所涉及的風險與後果。

You are hereby informed that you have the right, at any time to withdraw from being treated as a Professional Investor in respect of any rule in the Code that may be waived and / or in respect of any investment products or markets or any part thereof by giving us a written notice of not less than fourteen (14) days. Withdrawal from being treated as a Professional Investor shall take effect on the expiry of the notice period and any request by you to withdraw from being treated as a Professional Investor shall be without prejudice to and shall not affect the provision of any service rendered to you prior to the withdrawal taking effect on the basis that you are a Professional Investor.

本公司特此通知閣下，閣下有權透過最少提前（14）天向本公司發出的書面通知，隨時就獲豁免遵守的該守則的任何規則或任何投資產品及／或市場或當中的任何部分要求撤銷被視為專業投資者。撤銷被視為專業投資者的申請將於通知期結束後生效；有關撤銷申請並不損害或影響閣下在撤銷申請生效前以專業投資者身份獲提供的一切服務。

Please also be informed that we also have the right at any time to stop treating you as a Professional Investor by giving you a written notice of not less than fourteen (14) days. Upon expiry of such period, we will not be under any obligation to provide you with any service unless you execute such agreements and / or documents as we may require.

請注意，本公司亦有權透過最少提前（14）天向閣下發出的書面通知，隨時停止將閣下視為專業投資者。除非閣下另行簽署本公司要求的該等協議及／或文件，在該通知期完結後，本公司將無須為閣下提供任何服務。

Terms and Conditions of Professional Investor Accounts

專業投資者賬戶條款及細則

A. Compliance with Client Identity Rule 遵守客戶身份規則

If you effect transactions for your own account or for the account of your clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with your clients, you hereby agree that, in relation to a transaction where Aristo has received an enquiry from Hong Kong Exchanges and Clearing Limited and / or the Securities and Futures Commission and / or any relevant authorities (collectively the "Regulators") or request from a licensed or registered person or an intermediary in response to the enquiry from any of the Regulators, the following provisions shall apply:

如閣下為閣下本身的賬戶或為閣下客戶的賬戶執行交易，不論是否受其客戶委託、以代理人身份還是以當事人身份與其客戶進行對盤交易，閣下謹此同意就雅利多證券接獲香港交易及結算所有限公司及／或證券及期貨事務監察委員會及／或任何相關監管機構（以下統稱「監管機構」）查詢的交易，或由持牌或註冊人士或中介人針對任何監管機構的查詢而提出的要求，均須遵守下列規定：

- (a) You represent and warrant to Aristo that you shall, immediately upon request by Aristo (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform the Regulators of the identity, address, occupation and contact details of any third party (if different from the client / the ultimate beneficiary) who originated the transaction.

閣下向雅利多證券聲明及保證，閣下將按雅利多證券要求（此要求應包括相關監管機構的聯絡詳情）立即知會監管機構有關所進行交易之賬戶所屬客戶及（據閣下所知）該宗交易最終受益人的身份、地址、職業及聯絡資料。客戶亦須知會監管機構任何發起該宗交易的第三方（如與客戶／最終受益人不同）的身份、地址、職業及聯絡資料。

- (b) (i) If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, immediately upon request by Aristo (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed you to effect the transaction.

如閣下為集體投資計劃、委託賬戶或委託信託進行交易，閣下須按雅利多證券要求（此要求應包括監管機構的聯絡詳情）立即知會監管機構有關該計劃、賬戶或信託的身份、地址及聯絡資料，及（如適用）有關該名代表該計劃、賬戶或信託向閣下發出交易指示人士的身份、地址、職業及聯絡資料。

- (ii) If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, as soon as practicable, inform Aristo when your discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where your investment discretion has been overridden, you shall, immediately upon request by Aristo (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.

如閣下為集體投資計劃、委託賬戶或委託信託進行交易，閣下須在閣下全權代表該計劃、賬戶或信託進行投資的權力遭到撤銷時，在儘快可行的情況下通知雅利多證券。在閣下全權代表客戶投資的權力已予撤銷的情況下，閣下須按雅利多證券要求（此要求應包括監管機構的聯絡詳情）立即知會監管機構有關該一名／或多名曾發出有關交易指示人士的身份、地址、職業及聯絡資料。

- (c) If you are aware that your client is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, you confirm that:-

如閣下知悉閣下之客戶乃以其本身客戶之中介人身份進行交易，而閣下並不知曉有關交易所涉及的實際相關客戶之身份、地址、職業及聯絡資料，則閣下確定:-

- (i) you have arrangements in place with your client which entitle you to obtain such information from your client immediately upon request or endeavor that it be so obtained; and

閣下已與或將與閣下的客戶作出安排，讓閣下可按要求立即向閣下之客戶取得該等資料；及

- (ii) you will, upon request from Aristo in relation to a transaction, promptly request such information from your client on whose instructions the transaction was effected, and provide the information to the Regulators as soon as you receive from your client or endeavor that it be so provided.

閣下將按雅利多證券就有關交易提出的要求，立即向閣下的客戶要求取得或盡力取得發出交易指示人士的該等資料，並在收到閣下客戶所提交的資料後立即呈交或盡力呈交予監管機構。

- (d) You confirm that you are not subject to any law which prohibits the performance by you of this undertaking. Where necessary, you have obtained all consents or waivers from your clients or other relevant persons, to release to the Regulators the information referred to above.

閣下確定閣下並不受限於任何禁止閣下執行此項責任的法律規管。閣下已取得閣下客戶或其他相關人士向監管機構發放上述資料的一切所需同意或豁免。

- (e) The above terms shall continue in effect notwithstanding the cancellation or termination of the account with Aristo. 即使已向雅利多證券辦理註銷或終止有關賬戶手續，上述條款將繼續生效。

B. Compliance with Short Selling Orders 遵守賣空交易規定

- (a) You acknowledge and agree that until Aristo receives further notice from you, every order you, whether as principal or agent, place with Aristo to sell securities listed on The Stock Exchange of Hong Kong Limited will be a "long" sale.
閣下確認及同意，在雅利多證券接獲閣下的進一步通知以前，閣下以當事人或代理人身份向雅利多證券下達的在香港股票交易所上市的證券賣盤均屬出售長倉交易。
- (b) You undertake to inform Aristo when a sale order is in respect of securities which you do not own i.e. where it involves short selling (including where you have borrowed stock for the purposes of and / or the sale).
倘沽盤涉及並非由閣下擁有的證券（即涉及賣空交易），閣下承諾通知雅利多證券（包括閣下循何種途徑取得該等用於銷售的被借用股份。）
- (c) You acknowledge that Aristo may be prohibited by applicable laws or regulations from executing such orders on your behalf.
閣下確認雅利多證券可能會因為受到適用法律或規則所限而無法代表閣下執行該等交易。

C. Client Money Standing Authority 客戶款項常設授權

- (a) The Client Money Standing Authority covers money held or received by Aristo in Hong Kong (including any interest derived from the holding of the money which does not belong to Aristo) in one or more segregated account(s) on the Client's behalf ("Monies").
客戶款項常設授權範圍包括雅利多證券在香港代表閣下開立的一個或多個獨立賬戶中持有或收到的款項（包括因持有任何不屬於雅利多證券的款項所獲取的利息）（「款項」）。
- (b) The Client authorizes Aristo to:
客戶授權雅利多證券：
- (i) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by Aristo. Aristo may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to Aristo, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
將所有於雅利多證券開設的任何性質的獨立賬戶及任何或所有個人或聯名賬戶合併或綜合。雅利多證券可將款項的任何款額轉給其他的獨立賬戶或在該等獨立賬戶之間相互轉賬，以結清閣下對雅利多證券任何其他負有的責任或債務，不論該等責任及債務為實際或或然債務、主要或附帶債務、有抵押或無抵押債務；或聯合或若干個別債務；及
- (ii) transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by Aristo.
於任何時間由在香港雅利多證券公司開設的獨立賬戶之間相互轉賬可予傳轉的款項。
- (c) The Client acknowledges and agrees that Aristo may do any of the things set out in this Clause without giving the Client notice.
客戶確認及同意雅利多證券可能會在未向客戶發出通知的情況下進行或辦理本條款所載列的一切事宜。
- (d) The Client Money Standing Authority is given without prejudice to other authorities or rights which Aristo may have in relation to dealing in Monies in the segregated accounts.
客戶款項常設授權是在不影響雅利多證券就處理在獨立賬戶內的款項可能擁有的其他授權或權利下所授予的權力。
- (e) The Client Money Standing Authority shall be valid for a period not more than 12 months from the date of this Agreement, subject to renewal by the Client or deemed renewal under the Client Money Rules referred to in this Clause.
客戶款項常設授權自本協議生效日期起計12個月內有效。客戶除可自行申請續期外，本公司亦可根據本條所指的客戶款項規則自動視該協議為已續期協議。
- (f) The Client Money Standing Authority may be revoked by giving Aristo at least 5 trading days prior written notice addressed to Aristo at Aristo's address specified in the account application form or such other address which Aristo may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of Aristo's actual receipt of such notice.
客戶可透過在最少提前5個交易日向開戶申請表格載明的雅利多證券地址或雅利多證券就此目的可能書面通知客戶的同類地址發出的書面通知撤銷客戶款項常設授權。該等通知將於雅利多證券實際收到通知之日起計滿14日後生效。

- (g) The Client understands that the Client Money Standing Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if Aristo issues the Client a written reminder at least 14 days prior to the expiry date of the Client Money Standing Authority, and the Client does not object to such deemed renewal before such expiry date.

客戶明白，倘若雅利多證券在客戶款項常設授權有效期屆滿前最少14日向客戶發出不反對續期通知書，而客戶未有於有效期屆滿前就授權協議被視作為自動續期的做法提出反對，則即使未取得客戶的實際書面同意，客戶款項常設授權亦會持續地被視為已自動續期。

D. Event of Default 違約情況

In addition to any event of default which may be applicable to a transaction on a product-by-product basis, the happening of any one of the following events shall constitute an event of default:

除就個別產品進行的每項交易所適用的各類違約情況，以下事件亦將構成違約情況：

- (a) if, in respect of all transactions in securities executed or handled by Aristo Securities Hong Kong Limited ("Aristo") on behalf of and for your account, you fail to:

就所有由雅利多證券有限公司（「雅利多證券」）代表閣下賬戶執行或處理的所有證券交易而言，閣下無法：

- (i) perform your obligations with respect to the settlement of any securities when required to do so under such transaction or with respect to any investment held in your account;
在該交易下需要為任何證券結算時或就閣下賬戶內持有的任何投資履行閣下的責任；

- (ii) pay any purchase price or other payment when due;
繳付任何購入價或其他到期繳款；

- (b) you fail to notify Aristo of any material changes to your status, including, but not limited to, your Professional Investor status;

閣下無法就任何有關閣下的情況（包括但不限於閣下的專業投資者資格）的重大轉變通知雅利多證券；

- (c) you consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of your assets to, or reorganize, reincorporate, or reconstitute into or as another entity and the resulting, surviving or transferee entity fails to assume all of your obligations under any transaction or any document;

閣下與另一實體進行合併或被併入另一實體、將所有或大部分資產轉移至另一實體，又或重組、重新成立或重新組織為另一實體，而該衍生、尚存或以受讓人身份繼續營運的實體並無力承擔閣下在任何交易或文件下應負的一切責任；

- (d) you become or is declared insolvent or is subject to proceedings for winding up, liquidation, administration or the commencement of other similar proceedings, or the appointment of a receiver, in respect of you or any of your assets, whether in Hong Kong or in other jurisdiction;

閣下即將或已被宣佈無力償債或面臨結業、清盤、被接管或其他類似訴訟；閣下或閣下的任何資產（不論在香港或其他司法管轄範圍）已獲委派管理人接管；

- (e) a judicial declaration of incompetence is made in respect of you, or upon your death (being an individual);

閣下已獲法庭宣佈為無行事能力或閣下（作為個人）身故時；

- (f) in the reasonable opinion of Aristo, your ability to enter into a particular transaction has been reduced significantly due to a change in your business, assets or financial position;

雅利多證券合理地認為，閣下參與某項交易的能力已因閣下業務、資產或財務狀況的轉變而大幅下降；

- (g) any warrant or order of attachment or distress or equivalent order is issued against any account, or a judgment is levied, enforced or executed against any account held by you with Aristo or any of the affiliates of Aristo or a default, an event of default or a similar event occurs between you and an affiliate of Aristo;

有關當局或機構已針對閣下任何賬戶發出手令、扣押令或任何類似命令；有關當局或機構已針對閣下於雅利多證券或任何雅利多證券聯營公司開設的任何賬戶發出徵款或強制執行判決；閣下與任何雅利多證券聯營公司之間出現拖欠、違約情況或類似事件；

- (h) any information provided, or representation or warranty made in or in any certificate, statement or other document delivered to Aristo being or becoming incorrect in any material respect;

呈交予雅利多證券的任何證明書、聲明書或其他文件內所提供的資料、聲明或保證在任何重大方面不正確或已變得不正確；

- (i) any of the consents, authorizations, approvals, licences, or board resolutions required by you to open the account being wholly or partly revoked, withdrawn, suspended or terminated or expired and not being renewed or otherwise failing to remain in full force and effect;

任何於開立賬戶時由閣下提供的同意書、授權、批准、執照或董事會決議遭到全部或部分撤銷、撤回、吊銷、終止、期滿且仍未續期，又或在其他方面無法保持全面生效及有效；

- (j) any dispute or proceeding between any of your shareholders;
閣下任何股東之間出現爭議或訴訟；
- (k) in Aristo's reasonable opinion, you appear to be or have been engaged in fraud, theft or other similar illegal activities;
雅利多證券合理地認為，閣下涉嫌或曾經參與欺詐、盜竊或其他類似非法行為；
- (l) in Aristo's reasonable opinion, you being in breach, voluntary or otherwise, of any constitution, rules, regulations, bye-laws, customs and usages of any relevant exchange and clearing house;
雅利多證券合理地認為，閣下已在蓄意或非蓄意情況下觸犯任何相關交易及結算所的章程、規則、規例、附例及慣例；或
- (m) you exceed the trading limit to a material extent prescribed by Aristo from time to time.
閣下的交易限額大幅超越雅利多證券不時訂立的限度。

If any Event of Default shall occur, Aristo shall be entitled, but not obliged to take one or more of the following actions, subject to a grace period of 48 hours' written notice;

如出現任何違約情況，雅利多證券有權（但無義務）在給予48小時的書面通知寬限期後執行下列一項或多項行動：

- (a) cancel all outstanding orders or commitments made on your behalf (including any transaction which has yet to be settled on the day on which the event of default occurred);
取消所有代表閣下執行但尚未執行的指令或買賣協議（包括在違約情況發生當天尚未結算的任何交易）；
- (b) close or cancel all positions between you and Aristo, cover all your positions by purchasing securities on the relevant exchanges and liquidate all your position, on the relevant exchanges or otherwise;
結清或取消閣下與雅利多證券之間的一切倉盤；透過在相關交易所買入證券或在相關交易或其他交易所平，為閣下所有倉盤平倉；
- (c) decline to accept any further instruction from you;
拒絕接受閣下發出的任何進一步指示；
- (d) demand and receive immediate payment from you of all sums outstanding in the account;
要求閣下立即支付賬戶內尚欠的一切款項；
- (e) suspend and / or close the account; and
暫停提供賬戶服務及／或結束賬戶；及
- (f) take such other action as a reasonably prudent person would take in the circumstances to protect Aristo's interests.
採取合理審慎人士在該情況下理應執行的任何其他行動，以保障雅利多證券的利益。

E. General 一般條款

- (a) To the extent permitted by law, Aristo may from time to time amend any of the terms and conditions of Professional Investor Accounts without prior notice to or approval from you and such amendments shall come into effect immediately upon you have deemed receipt of Aristo's notice.
在法律許可的前提下，雅利多證券將在不向閣下發出事先通知或事先取得閣下認可的情況下不時修訂有關專業投資者賬戶的任何條款。該等修訂將於閣下被視為收到雅利多證券發出之通告後即時生效。
- (b) The Client shall at all times bear the foreign currency exchange risk arising from transactions effected under the Client's account with Aristo and that the Client agrees Aristo reserves the right to make such currency conversions if in its absolute discretion deem necessary for whatever reasons.
客戶應在所有時間承擔由雅利多證券的客戶賬戶項下所執行交易所引起的一切外匯匯率風險。客戶同意雅利多證券可按其全權酌情決定，在其認為有需要的情況下進行外幣兌換。
- (c) The Client undertakes to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by the Company for the performance or implementation of this Agreement or any part thereof.
客戶承諾按本公司的要求採取一切行動、簽署並執行所有協議或文件，以履行或實行本協議或其中任何部分條款。

Acknowledgements and Declaration from the Client

客戶確認及聲明

I / We declare and acknowledge that I / We have read, fully understood and accepted the contents of the risks and consequences of being treated as a Professional Investor and the terms and conditions of Professional Investor accounts to me / us.

本人／吾等聲明及確認本人／吾等已閱讀、完全明白及接受向本人／吾等提供的『被視為「專業投資者」所涉及的風險與後果』及『專業投資者賬戶條款及細則』的內容。

I / We acknowledge and confirm that I / We have the right to withdraw from being treated as a Professional Investor at any time upon giving a written notice of not less than fourteen (14) days to Aristo Securities Limited ("Aristo") in respect of the relevant product(s) or market(s) or any part thereof have been explained to me / us and I / We confirm that I / We have no objection to be treated as a Professional Investor.

本人／吾等確認及確定已獲告知本人／吾等有權透過最少提前（14）天向雅利多證券有限公司（「雅利多證券」）發出的書面通知，隨時就相關產品或市場或當中的任何部分要求撤銷被視為專業投資者。本人／吾等確定本人／吾等不反對被視為專業投資者。

I / We confirm that the information provided is true and accurate and I / We undertake to inform Aristo promptly if any information I / We have provided to Aristo ceases to be accurate or changes in any other way and I / We undertake on demand to provide Aristo with such evidence as required in support of my / our qualification as a Professional Investor. In addition, I / We shall provide Aristo with an annual confirmation and the relevant supporting documents to ensure that I / We continue to fulfill the requisite requirements of being treated as a Professional Investor under the Securities and Futures (Professional Investor) Rules. If I / We fail to provide such information to Aristo before the anniversary of my / our account opening date, I / We acknowledge that Aristo shall have the right at any time to stop treating me / us as a Professional Investor.

本人／吾等確定所提供的資料均為真實準確。本人／吾等承諾，當本人／吾等向雅利多證券所提供的資料變得不再準確或以任何方式出現變化時，本人／吾等將立即通知雅利多證券。本人／吾等並承諾按雅利多證券要求向其提供足以證明本人具備專業投資者資格的所需證據。此外，本人／吾等每年應向雅利多證券提供確認書及相關證明文件，以確保本人／吾等繼續符合《證券及期貨（專業投資者）規則》之下被視為專業投資者的一切必要條件。倘若本人／吾等無法在本人／吾等賬戶開立日期週年日之前向雅利多證券提供有關資料，本人／吾等確認雅利多證券有權隨時停止將本人／吾等視為專業投資者。

I / We confirm that the risks and consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such have been clearly explained to me / us and I / We fully understand the same and that I / We wish and agree to be treated as a Professional Investor.

本人／吾等確定已獲清楚告知同意被視為專業投資者所涉及的風險和後果以及就撤銷被視為專業投資者所擁有的相關權利。本人／吾等完全明白以上內容，且本人／吾等希望及同意被視為專業投資者。

Signed by 簽署人:

Signed by 簽署人:

Individual / Primary Client
個人／聯名賬戶主要持有人

Joint / Secondary Client
聯名賬戶第二持有人

Name of Client
客戶姓名

Name of Client
客戶姓名

Date
日期

Date
日期

PERSONAL INFORMATION COLLECTION STATEMENT 收集個人資料聲明

This Statement is made by Aristo Securities Limited ("ARISTO") in accordance with the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region ('the Ordinance'). The Statement is intended to notify customers of why personal data is collected, how it will be used and to whom data access requests are to be addressed.

本聲明乃雅利多證券根據香港特別行政區《個人資料(私隱)條例》(「私隱條例」)作出，目的是向客戶闡明收集個人資料的原因、用途和查詢個人資料記錄的途徑。

1. From time to time, it is necessary for customers to supply ARISTO with data in connection with the opening or continuation of accounts and the establishment or continuation of trading or credit facilities or provision of financial, securities, commodities, derivatives, investment, financing, insurance, MPF/ORSO, wealth management, investor education and related services, products and facilities.

客戶在申請開立戶口、延續戶口及建立或延續交易或信貸設施或要求雅利多證券提供金融、證券、商品、衍生產品、投資、信貸、保險、強積金／職業退休計劃、財富管理、投資者教育及相關服務、產品及設施時，須要不時向雅利多證券提供資料。

2. Failure to supply such data may result in ARISTO being unable to open or continue accounts or establish or continue trading or credit facilities or provide the services, products or facilities mentioned in clause 1 above.

若客戶未能向雅利多證券提供有關資料，可能會導致雅利多證券無法開立或延續戶口或建立或延續交易或信貸設施或提供上文第 1 款所述的服務、產品或設施。

3. It is also the case that data are collected from customers in the ordinary course of the continuation of the business relationship between customers and ARISTO.

在客戶與雅利多證券的正常業務往來過程中，雅利多證券亦會收集客戶的資料。

4. The purposes for which data relating to customers may be used (whether within or outside Hong Kong) are as follows:

客戶的資料可能會(無論在香港或香港以外)用於下列用途：

- (i) the daily operation of the services and facilities provided to customers;
為客戶提供服務及設施之日常運作；
- (ii) conducting credit checks;
作信貸檢查；
- (iii) assisting other financial institutions to conduct credit checks;
協助其他金融機構作信貸檢查；
- (iv) ensuring ongoing credit worthiness of customers;
確保客戶的信用維持良好；
- (v) designing the services, products or facilities mentioned in clause 1 above for customers' use;
為客戶設計上文第 1 款所述的服務、產品或設施；
- (vi) marketing the services, products and facilities mentioned in clause 1 above (details of the use or provision of personal data by ARISTO for direct marketing purposes are set out in clause 6 below);
宣傳上文第 1 條條款所述的服務、產品及設施(有關雅利多證券使用及提供個人資料作直接促銷用途的詳情載於下文第 6 款)；
- (vii) determining the amount of indebtedness owed to or by customers;
確定雅利多證券對客戶或客戶對雅利多證券的債務；
- (viii) collection of amounts outstanding from customers and those providing guarantee or security for customers' obligations;
向客戶及為客戶提供擔保或抵押的人士追收欠款；
- (ix) meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements or court orders binding on ARISTO;
根據雅利多證券須遵守的法律及／或監管要求或法庭命令作出披露：
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information)不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或商用的任何法律(例如：包括稅務條例及其有關自動交換財務帳戶資料的條文)。
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information)不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(例如：包括由稅務局作出或發出有關自動交換財務帳戶資料的任何指引或指導)。
- (x) enabling ARISTO to comply with any applicable industry practices; and
遵守任何適用的業界成規；及
- (xi) purposes relating to any of the above.
與上述任何項目有關的其他用途。

ARISTO may from time to time transfer customers' data outside of Hong Kong for any of the above purposes.
雅利多證券可能會不時將客戶的個人資料轉至香港以外的地方作任何上述之用途。

5. Data held by ARISTO relating to a customer will be kept confidential but ARISTO may provide such data to the following parties (whether within or outside Hong Kong):

雅利多證券會把客戶的相關資料保密，但雅利多證券可能會把該等資料提供給以下人士(無論在香港或香港以外)：

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, financial, trade execution, cash, securities and/or contracts clearing or settlement or other services to ARISTO in connection with the operation of its business;
任何代理人、承辦商或向雅利多證券提供與雅利多證券的業務運作有關的行政、電訊、電腦、金融投資、執行交易服務或現金、證券及／或合約結算或交收服務或其他服務的第三者服務供應商；
- (ii) any other person under a duty of confidentiality to ARISTO including but not limited to any member of ARISTO Group which has undertaken to keep such information confidential;
任何對雅利多證券有保密責任的人，包括但不限於已承諾把該等資料保密的任何雅利多證券集團成員；
- (iii) any financial institution or dealer with which the customer has or proposes to have dealings;
任何與客戶已有或建議有交易往來的金融機構或交易商；
- (iv) any credit reference agency and in the event of default, any debt collection agency;
任何信貸資料服務機構及於欠賬時給予收數公司；
- (v) any actual or proposed assignee of ARISTO;
任何雅利多證券的實在或建議受讓人或參與人或附屬參與人或雅利多證券對客戶權利的受讓人；
- (vi) any person providing or proposing to provide guarantee or security for customers' obligations; and
任何為客戶的責任提供或建議提供擔保或抵押的人士；及
- (vii) any exchange, entity, agency, regulatory or government body in any jurisdiction if required by law or pursuant to any court orders, rules or regulations to which ARISTO is subject. In such cases, ARISTO is usually under a duty of secrecy and will not be able to notify a customer or seek his/her consent in relation to such release of information.
在雅利多證券必須符合任何司法管轄區的有關法律、法庭指令或監管條例或規則的要求下：任何交易所、實體、代理人、監管或政府機構。通常在此情況下，雅利多證券須要遵守保密責任而將不能通知客戶或在徵求客戶的同意後才向上述人士披露有關資料。

6. ARISTO may use a customer's personal data in direct marketing with the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

在直接促銷中使用資料在獲得客戶的同意(包括表示不反對)下，雅利多證券可能會把客戶的個人資料作於直接促銷。就此，請注意：

- (i) the customer's personal data such as the customer's name, telephone number, email address, correspondence address, account number, products and services portfolio information, transaction pattern and behaviour, risk profile, financial background and investment objectives and experience may be used by ARISTO in direct marketing;
客戶的個人資料，例如：姓名、電話號碼、電郵地址、通信地址、賬戶號碼、產品及服務投資組合信息、交易模式及行為、財務背景及投資目標及經驗等，可能會被使用於直接促銷；
- (ii) the following classes of services, products, facilities and marketing subjects may be marketed:
以下類別的服務、產品、設施及推廣標的可用作促銷：
 - (1) financial, securities, commodities, derivatives, investment, financing, insurance, MPF/ORSO, wealth management, investor education and related services, products and facilities;
金融、證券、商品、衍生產品、投資、信貸、保險、強積金／職業退休計劃、財富管理、投資者教育及相關服務、產品及設施；
 - (2) reward, loyalty or privileges programmes and related services, products and facilities;
獎賞、年資獎勵或優惠計劃及相關服務、產品及設施；
 - (3) services, products and facilities offered by business partners of any member of ARISTO Group providing any of the services, products and facilities referred to in clause 6(ii)(1) above; and
由任何雅利多證券集團成員的商業夥伴所提供的服務、產品及設施(該等商業夥伴為提供任何上文第 6(ii)(1) 款所述的服務、產品及設施的供應商)；及
 - (4) donations and contributions for charitable and/or non-profit making purposes;
為慈善及／或非牟利目的而作出之捐款及捐贈；
- (iii) the above services, products, facilities and marketing subjects may be provided or (in the case of donations and contributions) solicited by ARISTO and/or any of the following persons:
上述服務、產品、設施及推廣標的可由雅利多證券及／或任何下述各方提供或(就捐款及捐贈而言)徵求：
 - (1) any member of ARISTO Group;
任何雅利多證券集團之成員；
 - (2) third party financial institutions and providers of any of the services, products and facilities referred to in clause 6(ii)(1) above;
第三方金融機構及提供任何上文第 6(ii)(1) 款所述的服務、產品及設施的供應商；
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
第三方獎賞、年資獎勵、聯營或優惠計劃供應商；
 - (4) business partners of any member of ARISTO Group providing any of the services, products and facilities referred to in clause 6(ii)(1) above; and
任何雅利多證券集團成員的商業夥伴(該等商業夥伴為提供任何上文第 6(ii)(1) 款所述的服務、產品及設施的供應商)；及
 - (5) charitable or non-profit making organisations;慈善或非牟利組織；

- (iv) ARISTO may, with the customer's written consent (which includes an indication of no objection), also provide the personal data described in clause 6(i) above to any of the persons referred to in clause 6(iii) above for use by any of them in direct marketing of the services, products, facilities and marketing subjects referred to in clause 6(ii) above. ARISTO may so provide the personal data to such persons for direct marketing purposes for gain.

在獲得客戶的書面同意（包括表示不反對）下，雅利多證券亦可能會把上文第 6(i)款所述的個人資料提供予上文第 6(iii) 款所述的任何人士，以供該等人士在其直接促銷上文第 6(ii)款所述的服務、產品及設施時使用。雅利多證券可能會為得益而向該等人士提供個人資料，以供該等人士用於直接促銷。

If a customer wishes ARISTO to cease to use and provide his/her personal data to other persons for use in direct marketing, the customer may notify ARISTO in writing by mailing or faxing the written notification to the postal address or fax number provided in clause 10 below. ARISTO shall then cease to use and provide his/her personal data for direct marketing purposes without any charge.

如客戶希望雅利多證券停止使用客戶的個人資料及提供予其他人士作直接促銷用途，客戶可以書面方式通知雅利多證券資料保護專員，其郵寄地址及傳真號碼載於下文第 10 款。此後，雅利多證券必須停止使用及提供客戶的個人資料作直接促銷用途，費用全免。

7. There may be instances where customers elect to provide personal information to ARISTO through electronic means (such as Internet or voice recording system). Whilst ARISTO generally uses best endeavors to maintain the security and integrity of its systems, due to many unpredictable traffic or other reasons, electronic communication may not be a reliable medium of communication. Customers should take heed of such weaknesses and communicate personal information through electronic devices with caution.

在若干情況下客戶可能透過電子途徑（例如互聯網或話音錄音系統）向雅利多證券提供個人資料。儘管雅利多證券已竭盡所能以確保其系統的保安及可靠性，基於電訊傳送可能出現多種不可預計的情況，電子通訊的可靠性可能受到影響。有見及此，客戶在利用電子媒介傳送個人資料時應倍加留意。

8. Under and in accordance with the terms of the Ordinance, an individual has the right to:

在符合私隱條例之條款情況下，任何個人有權：

- (i) check whether ARISTO holds data about him/her and the right of access to such data;
查核雅利多證券是否持有客戶的資料及查閱有關的資料；
- (ii) require ARISTO to correct any data relating to him/her which is inaccurate; and
要求雅利多證券更正與該人士有關而不準確的資料；
- (iii) ascertain ARISTO's policies and practices in relation to data and to be informed of the kind of personal data held by ARISTO.
查悉雅利多證券對處理資料的政策與實務及雅利多證券所持有的個人資料的種類。

9. In accordance with the terms of the Ordinance, ARISTO has the right to charge a reasonable fee for the processing of any data access request.

根據私隱條例的規定，雅利多證券有權就處理任何查閱資料的要求收取合理費用。

10. The person to whom requests for ceasing to use of personal data in direct marketing, access to data, correction of data or information regarding policies and practices and kinds of data held are to be addressed as follows:

如欲要求停止使用客戶的個人資料作直接促銷用途或查詢或更正資料或查詢有關政策、慣例及資料的種類，請向以下人士提出：

The Data Protection Officer
Aristo Securities Limited
Room 101, 1st Floor, On Hong Commercial Building,
145 Hennessy Road, Wanchai, Hong Kong
Tel : (852) 3622 1770
Fax : (852) 3622 1488

資料保護專員
雅利多證券有限公司
香港灣仔軒尼詩道145號安康商業大廈1樓101室
電話: (852) 3622 1770
傳真: (852) 3622 1488

11. This Statement may be revised, amended or supplemented from time to time by ARISTO. The most up-to-date statement can be found in ARISTO's website at <http://www.aristo.hk> or available from ARISTO upon written request.

雅利多證券可對本聲明不時作出修改、修訂或補充。最新版本的聲明可於雅利多證券之網站 <http://www.aristo.hk> 取覽或以書面方式向雅利多證券索取。

12. In this Statement, all references to "ARISTO Group" refer to Aristo Securities Limited together with its holding companies, subsidiary companies, associated companies and affiliated companies collectively or individually. All references to "customers" include prospective and existing customers, visitors to ARISTO's website and individuals who participate in promotion, contest or game.

在本聲明內，雅利多證券有限公司連同其控股公司、附屬公司、相聯公司及關聯公司共同及個別稱為「雅利多證券集團」。所有述及的「客戶」是包括預期的及現有的客戶、雅利多證券網站的訪客及參與推廣活動、比賽或遊戲的人士。

In case of discrepancies between the English and Chinese versions, the English version shall prevail.

如本聲明的中英文版本有任何歧義，概以英文版本為準。

Client Declaration - Personal Information Collection Statement

客戶聲明 - 收集個人資料聲明

I/We, the undersigned, have read and understood the contents of the Personal Information Collection Statement ("PICS") of Aristo Securities Limited ("ARISTO"). I/We acknowledge receipt of a copy of the PICS and that the most up-to-date version of the PICS is available for download from ARISTO's website at <http://www.aristo.hk> or upon written request made to ARISTO's Data Protection Officer. 本人/吾等，下述簽署客戶/聯名客戶，已閱讀過及明白雅利多證券有限公司("雅利多證券")的 <收集個人資料聲明> ("該聲明")。本人/吾等確認及知悉最新版本的聲明可於雅利多證券之網站 <http://www.aristo.hk> 取覽或以書面方式向雅利多證券資料保護專員索取。

I/We hereby consent to the contents of the PICS. 本人/吾等謹此同意該聲明的所有內容。

Please tick the appropriate box below. 請在以下空格加上「✓」號。

- I/We hereby **consent** the use of my/our personal data by ARISTO in direct marketing for financial, securities, commodities, derivatives, investment, financing, insurance, MPF/ORSO, wealth management, investor education and related services, products and facilities, reward, loyalty or privileges programmes or donations and contributions for charitable and/or non-profit making purposes. 本人/吾等**同意**雅利多證券使用本人/吾等的個人資料於直接促銷金融、證券、商品、衍生產品、投資、信貸、保險、強積金/職業退休計劃、財富管理、投資者教育及相關服務、產品及設施，獎賞、年資獎勵或優惠計劃或為慈善及/或非牟利目的而作出之捐款及捐贈。
- I/We **do not consent** to the use of my/our personal data in direct marketing for financial, securities, commodities, derivatives, investment, financing, insurance, MPF/ORSO, wealth management, investor education and related services, products and facilities, reward, loyalty or privileges programmes or donations and contributions for charitable and/or non-profit making purposes. 本人/吾等**不同意**雅利多證券使用本人/吾等的個人資料於直接促銷金融、證券、商品、衍生產品、投資、信貸、保險、強積金/職業退休計劃、財富管理、投資者教育及相關服務、產品及設施，獎賞、年資獎勵或優惠計劃或為慈善及/或非牟利目的而作出之捐款及捐贈。

Signed by 簽署人:

Signed by 簽署人:

Individual / Primary Client 個人/聯名賬戶主要持有人

Joint / Secondary Client 聯名賬戶第二持有人

Name of Client 客戶姓名

Name of Client 客戶姓名

Date 日期

Date 日期

This document forms a part of the PICS. Terms used in this document shall have meanings as defined in the PICS. 本文件乃該聲明的一部份。在本文件中使用的詞彙的含義按該聲明的定義為準。

If subsequent to giving the above consent, a customer wishes to withdraw his/her consent, the customer may send written notification to ARISTO's Data Protection Officer by mail or fax to the address or fax number below. ARISTO shall then cease to use the customer's personal data in direct marketing without any charge. 如客戶在作出以上同意後，希望撤回同意，客戶可以書面方式通知雅利多證券資料保護專員，其地址及傳真號碼如下。此後，雅利多證券必須停止使用客戶的個人資料作直接促銷用途，費用全免。

The Data Protection Officer
Aristo Securities Limited
Room 101, 1st Floor, On Hong Commercial Building,
145 Hennessy Road, Wanchai, Hong Kong
Tel : (852) 3622 1770
Fax : (852) 3622 1488

資料保護專員
雅利多證券有限公司
香港灣仔軒尼詩道145號安康商業大廈1樓101室
電話: (852) 3622 1770
傳真: (852) 3622 1488

For Office Use Only 此部份由本公司填寫	Reviewed By Sales 營業代表審閱	Input by 文件輸入	Checked by 文件查核
	Date 日期:	Date 日期:	Date 日期:

ELECTRONIC SECURITIES TRADING SERVICE AGREEMENT

電子證券交易服務協議書

THIS ELECTRONIC STOCK TRADING SERVICES AGREEMENT ("Agreement") is made on the date stated in the "Account Opening Form/ Client Account Agreement", BETWEEN: 本電子證券交易協議書由以下雙方於「客戶開戶表格」/「客戶賬戶協議」所列之日期簽訂:

- (1) Aristo Securities Limited (CE Number: BDH167) of Room 101, 1st Floor, On Hong Commercial Building, 145 Hennessy Road, Wanchai, Hong Kong. (hereinafter referred to as "ARISTO"); and 雅利多證券有限公司 (「雅利多」) (中央編號: BDH167); 其主要辦事處設於香港灣仔軒尼詩道 145 號安康商業大廈 1 樓 101 室; 及
- (2) (the "Client"), whose address and details are set out in the "Account Opening Form/ Client Account Agreement". 簽署客戶 (「客戶」), 姓名、地址及相關資料列於開戶表格/客戶賬戶協議中。

Whereas 鑒於

In consideration of ARISTO's agreeing to open an electronic trading account and operating the electronic trading account through the electronic trading services provided by ARISTO, in the Client's name(s) or on Client's behalf for the purpose of and in connection with the sale and purchase of securities, Client agrees that the electronic trading account shall be operated in accordance with and subject to the following terms and conditions and to the terms and conditions of the "Securities Cash Trading Agreement" signed between ARISTO and the Client. 雅利多證券同意以客戶之名義開立電子交易賬戶及透過雅利多證券所提供的電子交易服務運作此電子交易賬戶, 以進行證券買賣; 客戶同意, 根據以下條款及條件, 及客戶與雅利多證券簽訂之現金客戶合約之條款及條件, 及受此等條款及條件規限, 運作此電子交易賬戶:

1. Definitions and Interpretation 定義及詮釋

1.1. In this Agreement, the following terms shall bear the following meanings: 在本協議內, 以下詞語具有以下涵義:

- (a) "Account" means Client's cash trading account(s) maintained with ARISTO; 「賬戶」指客戶在雅利多證券開立之現金賬戶;
- (b) "Access Code" means together the pin and the login Account No; 「接達密碼」指個人密碼及賬戶號碼;
- (c) "Account No" means the account number of the cash trading account opened with ARISTO, used in conjunction with the PIN to gain access to the Electronic Trading Services; 「賬戶號碼」指客戶開立於雅利多證券交易戶口號碼, 並須連同個人密碼使用有關之電子交易服務;
- (d) "Electronic Trading Services" means the mobile phone / touch tone or internet securities trading service and facility provided by ARISTO or other service providers through ARISTO under this Agreement which enables Client to trade securities through ARISTO and give electronic instructions to purchase, sell and otherwise deal with securities through Client's securities trading account maintained with ARISTO and/or its nominees or agents; 「電子交易服務」指由雅利多證券或其他透過雅利多證券提供服務的人士提供之流動電話/互動音頻電話/互聯網證券買賣訊息服務, 客戶可使用此電子交易服務透過雅利多證券進行證券買賣交易, 客戶可透過雅利多證券之電子交易設施向雅利多證券或其代理人發出有關證券買賣的電子指示;
- (e) "GEM Listing Rules" means the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange; 「創業板上市規則」指香港聯合交易所有限公司創業板證券上市規則;
- (f) "Hong Kong Exchange and Clearing Limited" means The Stock Exchange of Hong Kong Limited; 「港交所」指香港交易及結算所有限公司;
- (g) "Instruction" means any instruction for the buying or selling of or otherwise dealing in any securities and any instruction to check the portfolio and fund position in the Account; 「指示」指就進行買賣任何證券之任何指示以及查詢賬戶內之結款及其他資訊。
- (h) "Listing Rules" means the Rules Governing the Listing of Securities on the Stock Exchange; 「上市規則」指香港交易及結算所有限公司證券上市規則。
- (i) "Password" means Client's personal identification number, which may be changed by Client at any time, used when instructing ARISTO in the electronic trading services; 「私人密碼」指就有關電子交易服務向雅利多證券發出指示而使用之客戶私人密碼, 客戶可隨時轉換該密碼。
- (j) "SMS" means Short Messaging Service messages that are sent to Client by ARISTO or other service providers through ARISTO. 「即時短訊」指雅利多證券或其他透過雅利多證券提供服務的人士向客戶發送短訊。

2. Electronic Trading Services 電子證券交易服務

2.1. Client understands that the Electronic Trading Services is a facility operated through mobile phone, touch tone phone, internet or mobile app, which enables Client to send Instructions, and send or receive other information relating to any Instructions. 客戶明瞭電子交易服務為一項透過流動電話/互動音頻電話/互聯網運作之設施, 令客戶可以發出指示, 以及發出或獲取有關任何指示之其他資訊。

2.2. Client shall be the only authorized user of the Electronic Trading Services under the Account. Client shall be responsible for the confidentiality, use and application of the Password / Access Code. Client acknowledges and agrees that Client shall be solely responsible for all Instructions entered through the Electronic Trading Services using the Password as received by ARISTO and neither ARISTO nor ARISTO's directors, officers, employees or agents shall have owe any liability to Client, or to any other person whose claim may arise through Client for any claims with respect to the handling or loss of any Instruction. 客戶為賬戶項下電子交易服務之唯一獲授權用戶。客戶須對私人密碼之保密及使用負責。客戶承認及同意, 客戶須對使用私人密碼/接達密碼透過有關之電子交易服務而輸入之一切由雅利多證券所接受的指示負全責。雅利多證券之董事、高級人員、僱員或代理人, 無須對客戶, 或因客戶而引致提出索償之任

何其他人士就處理或遺失任何指示所引致之任何索償而負責。

- 2.3. Client acknowledges that the electronic trading service is proprietary to ARISTO. Client warrants and undertakes that Client shall not, and/or shall not attempt to, tamper with, modify, decompile, reverse, engineer or otherwise alter in any way, and shall not, and/or shall not attempt to gain unauthorized access to, any part of the electronic trading services. Client acknowledges that ARISTO may take legal action against Client, if Client at any time breaches this warranty and undertaking or if ARISTO at any time has reason to suspect that Client has breached the same. Client undertakes to notify ARISTO immediately if Client becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person. 客戶承認電子交易服務為雅利多證券專有。客戶保證及承諾客戶不得及不可試圖竄改、修改、解構、反向設計及／或以任何方式改動，以及不得或不可試圖未經許可而取用流動電話／互動音頻電話／接達互聯網證券交易服務之任何部份。客戶同意，倘客戶在任何時間違反本保證及承諾，或雅利多證券在任何時間有理由懷疑客戶已違反本保證及承諾，則雅利多證券可對客戶採取法律行動。客戶承諾，倘客戶知悉任何其他人士作出本段所述之任何行動者，須立即通知雅利多證券。
- 2.4. In any event, ARISTO shall not be liable for Client's failure in observing the aforesaid obligations and Client shall fully indemnify ARISTO in respect of any direct or indirect loss or cost of whatsoever nature that ARISTO may suffer or incur as a result thereof. Client acknowledges that ARISTO offers Client two ways of accessing the Account, through the Electronic Trading Services and by telephone. Client agrees that, should Client experience any problems in reaching ARISTO through either method, Client will use the alternative method to communicate with ARISTO and inform ARISTO of the difficulty Client is experiencing. 如客戶未能履行此項責任，客戶將不得要求雅利多證券負責，並須對雅利多證券因此而產生之直接或間接損失及費用作出全數彌償。客戶知悉，雅利多證券為客戶提供兩種接達戶口的途徑，包括互聯網及電話。客戶同意，若客戶透過任何一種方法與雅利多證券聯絡時出現任何問題，客戶將利用另一種方法與雅利多證券聯絡，並通知雅利多證券客戶所遇到的困難。
- 2.5. Client acknowledges that the real-time quote service and the message alert service (to receive message alert when the share prices of such securities as specified by Client reach a preset target price) that may be available through the Electronic Trading Services is provided by a third party appointed by ARISTO from time to time. Client agrees that ARISTO shall not be responsible for any losses Client or any other person may suffer for the failure of sending out the message alert and/or as a result of relying on any real time quote on prices of securities which may be available to Client through the Electronic Trading Services. 客戶承認有關之電子交易服務所提供之報價服務，乃由雅利多證券不時委聘的第三者提供。客戶同意雅利多證券無須就客戶及任何其他人士因未能依賴有關之電子交易服務而讓客戶獲取之任何證券之報價所蒙受之虧損負責。

3. Important Notice to Client 客戶須知

- 3.1. There is no subscription fee/charge (neither monthly nor annually) for using this Electronic Trading Service. However, ARISTO reserves the right to impose subscription fee/charge. 客戶享用此項電子交易服務時無須繳交任何月費或年費。惟雅利多證券保留徵收服務費用之權利。
- 3.2. On all transactions, Client agrees to and will pay ARISTO commissions notified to Client, as well as applicable levies imposed by the Stock Exchange, and all applicable stamp duties incurred. ARISTO may deduct such commissions, other charges, levies and duties from the Account. 就所有交易，客戶同意應交付有關佣金和收費與雅利多證券和繳付聯交所徵收的適用徵費，並繳納所有有關的印花稅。雅利多證券可以從賬戶中扣除該等佣金、其他收費、徵費及稅項。

4. Instruction 指示

- 4.1. Client shall submit Client's Instructions to ARISTO through the Electronic Trading Service provided by ARISTO. ARISTO shall so far as it considers reasonably practicable sell and/or purchase securities in accordance with those Instructions as received, provided always that ARISTO shall have an absolute discretion to accept or reject any Instructions. 客戶透過雅利多證券提供之電子交易設施向雅利多證券發出指示，雅利多證券須在認為合理切實可行範圍內，根據該等指示出售及／或購入證券，惟雅利多證券可自行酌情決定接納或拒絕任何指示。
- 4.2. Client understands that each participating securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. Client also understands Client that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market data or any other market information. Neither ARISTO nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any reasonable act of ARISTO or any disseminating party, or the any force majeure event, or any other cause beyond ARISTO's control or the reasonable control of any disseminating party. 客戶明瞭，各參與證券交易所或協會宣稱其向發報有關數據各方所提供之一切市場數據擁有專有權益。客戶明瞭，概無一方擔保市場數據或任何其他市場資料之及時性、先後次序、準確性或完整性。因雅利多證券或任何發佈數據一方之任何合理行動，或任何不可抗力事件或任何雅利多證券不能控制或任何發佈數據一方不能合理控制之任何其他原因而造成有關任何數據、資料或訊息或其傳送或交付出現偏差、錯誤、延誤或遺漏，或此等數據、訊息或資料不能履行或遭受干擾，雅利多證券或任何發佈數據一方均無須負責。
- 4.3. Client acknowledges and agrees that ARISTO shall have full discretion not to execute any Instruction, in particular, but not limit to, if (as applicable): 客戶承認及同意，雅利多證券有決定權不執行任何指示，尤其是，但不限於，倘出現以下情況（如適用）：
- i. there are insufficient cleared funds in the Account(s); and/or 賬戶內並無足夠即兌款項；及／或
 - ii. there are insufficient securities in the Account(s); 賬戶內並無足夠證券；

for settlement of the relevant Instructions; and/or 以供有關交易結算之用，及／或

- (b) (b) the funds required for the relevant Instruction when aggregated with the funds required for the execution of all other outstanding Instructions render the Account(s) to exceed the day trade limit as agreed between ARISTO and Client. 有關指示所須之款額與執行所有其他尚未完成之指示所須款項之總和令賬戶之所須款項超出每日客戶與雅利多證券先前議定的投資金額。

4.4. Client acknowledges and agrees that the Electronic Trading Services may be open to unpredictable transmission congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond ARISTO's control. Client acknowledges that, as a result of such unreliability, there may be delays, technical errors and failure and/or incompleteness in the transmission and receipt of Instructions and other information and that this may result in delays, and/or incompleteness in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. Client further acknowledges and agrees that there are risks of misunderstanding or errors or incompleteness in any communication and that such risks shall be absolutely borne by Client. Client acknowledges and agrees that it may not usually be possible to cancel an Instruction after it has been given. 客戶承認及同意鑑於可能出現未能預計之電子網絡或流動通訊網絡或其他電訊網絡交通擠塞及其他理由，乃一個本質上不可靠之通訊媒介，而該可靠性乃在雅利多證券控制範圍以外。客戶承認，鑑於該可靠性，雅利多證券電子交易服務負責在傳送及接受指示及其他資訊方面可能有所延遲、技術上的差誤及／或傳送不完整，而導致指示被延遲執行及／或不完整地執行及／或指示執行時之市場價格有別於指示發出時之價格。客戶進一步承認及同意任何通訊均有被誤解或出現錯誤或傳送不完整之風險，而該等風險須全部由客戶承擔。客戶承認及同意在發出指示後未必可取消該項指示。

4.5. SMS Order Confirmation Service 即時短訊覆盤服務：

- (a) (a) This condition shall apply to Client if Client uses SMS Order Confirmation Service. Each account or service is also subject to general terms and conditions which apply from time to time to such account and service. The terms under this condition shall prevail, if they conflict with the general terms and conditions governing Client's relevant account and service. 假如客戶使用即時短訊覆盤服務，則本條款將適用於客戶。各賬戶或服務亦受不時適用於該賬戶及服務的條款及條件所規限。如短訊覆盤服務的條款及條件與規管客戶有關賬戶及服務的一般性條款及條件有抵觸，概以本條款為準。
- (b) (b) Client agrees to accept information sent by ARISTO to Client's mobile phone and other telecommunications equipment that Client notified and accepted by ARISTO. If Client places his order via telephone trading hotlines designated by ARISTO (not including order initiated through Internet and modified via phone hotlines), and has registered to receive SMS order confirmation, Client will receive notification from ARISTO by SMS when an order has been partially or fully executed on the Exchange. 客戶同意接受經由雅利多證券向客戶的流動電話及客戶通知雅利多證券且雅利多證券接受的其他通訊設備發出的訊息。當客戶透過指定電話交易熱綫發出買賣指示（不包括經由互聯網發出隨後經過電話更改之買賣指示），並已在聯交所部份或全部執行，且客戶已登記即時短訊覆盤服務，客戶會收到雅利多證券以短訊發出的通知。
- (c) The type of order confirmation to be sent though SMS will be determined by ARISTO from time to time. 即時短訊覆盤服務的類別將由雅利多證券不時決定。
- (d) Client will obtain and maintain equipment of the type, and a connection with a telecommunications company for the purposes of the SMS. Client is responsible for the cost of Client's equipment and the charges of Client's telecommunications company and any other charges in connection with the SMS. We may restrict the number of equipment that Client registers for the SMS. Different restrictions may apply to different customers. 為獲取短訊服務，客戶須持有所須的設備及擁有電訊公司的相關服務。相關設備的成本、電訊公司所收取的費用，以及與本短訊服務有關的其他費用，概由客戶承擔。雅利多證券可以對客戶登記在短訊服務的設備數目作出限制，並對不同的顧客可訂出不同的限制。
- (e) Client will promptly notify ARISTO of any change of Client's information on our record including any change of Client's equipment or contact details. Client authorizes ARISTO to provide the SMS according to the information Client provided to ARISTO, until we have received Client's notice of a change. Telecommunications to Client through the SMS will be regarded as having been received by Client when dispatched by ARISTO. 客戶須就任何資料的改變盡快通知雅利多證券，該等資料包括客戶的設備及聯繫詳情。除非雅利多證券收到客戶更改資料的通知，客戶授權雅利多證券可根據雅利多證券持有的客戶資料向客戶提供短訊服務。雅利多證券透過短訊服務給予客戶的通訊，一經雅利多證券發出，即視為客戶已收妥。
- (f) We may vary the scope or operation of the SMS, the types of information to be sent, and the types of equipment and telecommunications companies to be used, without notice or liability. We may suspend or withdraw the SMS without notice or liability. 雅利多證券可以變更短訊服務的範圍或運作、發送訊息的類型，以及使用的設備類型和電訊公司，而無須發出通知或作出責任承擔。雅利多證券亦可以暫停或撤銷短訊服務，無須發出通知或作出責任承擔。
- (g) Without prejudice to ARISTO's Personal Information Collection Statement, Client authorizes ARISTO to disclose Client's information to our affiliates, the telecommunications companies and their agents (in or outside Hong Kong) for all purposes connected with the SMS. 在不影響雅利多證券的個人資料收集聲明的原則下，客戶授權雅利多證券，就與短訊服務有關的各方面而言，可將客戶的資料披露予雅利多證券的附屬成員、電訊公司及其代理人（香港或海外）。
- (h) Information provided through the SMS is for Client's reference only, and not evidence of its contents. Formal advices and statements will be sent to Client in accordance with the terms and conditions for the relevant account or service. Meanwhile, information sent through the SMS is not an offer. 短訊服務所提供的訊息僅供客戶參考，其內容並不構成證據。雅利多證券會按照有關賬戶的條件及條款將有關的正式通知及結單發予客戶。同時，透過短訊服務所發出的訊息非為要約。

- (i) In the absence of willful misconduct, ARISTO is not responsible for any failure or delay in sending any information to Client, or for any error, misdirection, corruption or interception of any information sent through the SMS. ARISTO is not responsible for any event beyond our control including any error, malfunctioning or failure of any software, equipment or system. Telecommunications companies are not our agent. They do not accept any responsibility in relation to the SMS. 在沒有故意的不當行為的情況下，雅利多證券不會就發送訊息過程中的任何遺漏或延誤，或任何發送訊息內容的任何錯誤、誤發、訛誤或遭截取負責。雅利多證券亦不會就任何非雅利多證券可能控制的事件負責，包括任何軟件、設備或系統的錯誤、失靈或故障。電訊公司並非雅利多證券的代理人，它們並不會承擔涉及該短訊服務的任何責任。

5. Others 其他

- 5.1. Client agrees that ARISTO and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any of ARISTO's obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which ARISTO, its directors, officers, employees or agents do not have absolute control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, power supply problem, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes. 客戶同意，雅利多證券及其董事、高級職員、僱員及代理人，無須為任何延遲或未履行雅利多證券於本協議所載之義務，或於雅利多證券之董事、高級職員、僱員及代理人不能絕對控制之任何情況下，包括但不限於政府管制、交易所或市場裁決、暫停交易、電子或機械設備或通訊連繫失靈、電話或其他互連系統故障、電力供應故障、未經許可的存取、盜竊、戰爭（不論已宣戰與否）、惡劣天氣、地震及罷工所直接或間接造成之損失負上責任。
- 5.2. Client agrees and acknowledges that Client shall, independently and without reliance on any information and/or advice as provided by ARISTO, make Client's own judgments and decisions with respect to each transaction. ARISTO shall be under no liability whatsoever in respect of any information or suggestion rendered by any of its directors, officers, employees or agents irrespective of whether or not such suggestion was given at Client's request. 客戶同意及確認在不依賴雅利多證券所提供之任何資料及／或建議之情況下，就每一項交易獨立作出客戶之判斷及決定。雅利多證券無須就任何雅利多證券之董事、高級職員、僱員及代理人所提供之任何資料或建議（不論該等建議是否應客戶之要求而提供）負上責任。
- 5.3. This Agreement may be terminated at any time by not less than one week's prior written notice given by either party to this Agreement provided that this Agreement shall not be deemed to be terminated by Client until ARISTO has advised Client in writing (which notice may not be unreasonably withheld) that ARISTO accepts Client's termination notice on the basis that Client does not have any outstanding balances in the Account or the other accounts with any member of the ARISTO Group. Such notice shall not affect any transaction entered into by ARISTO on Client's behalf prior to ARISTO's receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of ARISTO or Client's prior to such receipt. 本協議之任何一方可隨時提出不少於一星期的事先書面通知對方終止本協議，惟於雅利多證券以書面通知客戶（通知不能不合理地不予出），雅利多證券鑑於客戶並無於賬戶中或於雅利多證券任何成員公司之其他賬戶中欠下款項而接納客戶之終止通知之前，本協議不得被視作被客戶終止。該通知不會影響雅利多證券於收到該書面通知前代表客戶所訂立之任何交易，亦不會減損收到該通知前雅利多證券或客戶之任何權利、權力或責任。
- 5.4. This Agreement is governed by, and may be enforced in accordance with the laws of the Special Administrative Region of Hong Kong. ARISTO may amend the terms of this Agreement by giving Client not less than one week prior notice of the change in writing. Client is hereby reminded of Client's right to terminate this Agreement under clause 5.4. 本協議書受香港特別行政區法律管轄，並且可以根據香港特別行政區法律執行。雅利多證券可就有關更改事先給予客戶不少於一星期之書面通知下修改本協議的條款。茲並提醒客戶於第5.4條項下終止本協議的權利。
- 5.5. Notices and other communications delivered to Client through the Electronic Trading Services shall be deemed to have been personally delivered to Client when it is sent. 通過雅利多證券電子交易服務交付予客戶之通告及其他通訊，將在其發出時視作當面交付予客戶。
- 5.6. Instructions sent by Client will be treated as a valid and final electronic record by ARISTO upon ARISTO has sent an acknowledgement of receipt of the Instruction to Client. 客戶發出之任何指示將會在雅利多證券就客戶發出之任何指示向客戶發出有關該項指示之確認訊息後被雅利多證券視為有效及確定無疑的電子紀錄。
- 5.7. Client confirms that Client or Client's representative has read the English or Chinese version of this Agreement and the "Securities Cash Trading Agreement" and that the contents of this Agreement and the "Securities Cash Trading Agreement" have been fully explained to Client or Client's representative in a language which Client or Client's representative understand(s), and that Client accepts each of the terms and conditions of this Agreement and the "Securities Cash Trading Agreement". In the event of any conflict between any provisions of the English version and the Chinese version of the Agreement, the English version prevails. 客戶確認客戶或其代表人已詳閱本協議及證券現金交易協議之中／英文版本，其中內容亦全部以客戶明白之語言，向客戶或其代表人解釋清楚，而客戶亦接受本協議及證券現金交易協議之中文及英文稿本有矛盾之處，應以英文稿本為準。

6. Client Declares 客戶謹此聲明

- 6.1. Client agrees that ARISTO shall not have any liability or responsibility of whatsoever nature in respect of the Electronic Trading Services under any circumstances, unless the aforesaid is directly caused by the gross negligence or willful default of ARISTO, as the case may be, including but without limitation, 客戶同意在任何情況下，除非由於雅利多證券

之嚴重疏忽或故意失誤所致（視屬何情況而定），否則彼等均不會就此服務負任何責任，包括但不限於：

- (a) any failure or delay in transmission of information to and/or from Client's telecommunication equipment; 在客戶之通訊設備傳送及／或接收資料出現失敗或延誤；
- (b) any failure or delay in the processing of Client's requests or Instructions and/or the returning of the responses to Client's requests or Instructions executed using the electronic trading services; 處理客戶就此服務而作出之要求或提示及／或應客戶之要求或指示作出回覆時出現失敗或延誤；
- (c) any error or inaccuracy in such requests, responses, or generally such information or the transmission thereof; 該等要求或回覆（或泛指該等資料或有關傳送）之任何錯誤或不正確；
- (d) any consequences arising from any cause beyond the reasonable control of ARISTO. 任何超逾雅利多證券合理控制範圍內所引致之後果。

6.2. Client hereby declares and confirms that Client understands and agrees that, in addition to the terms and conditions applicable to and governing the use of the Electronic Trading Services, it is Client's primary responsibility to immediately contact ARISTO through Client's respective account executive or the hotline of the electronic services by telephone in the event that, 客戶進一步承認及同意，作為發出指示而使用服務之一項附帶條件，倘出現以下情況，客戶有基本責任須立即致電客戶之賬戶經紀或雅利多證券之客戶服務熱線通知雅利多證券：

- (a) Client does not receive any response of whatsoever nature to any request or Instruction that Client has executed on any one or more of Client's account(s) maintained with the same using the Electronic Trading Services within the designated time (as shall be specified by ARISTO from time to time) of the execution of such requests or Instructions to confirm the status of the related transactions; or 有關賬戶之指示已透過服務發出，但客戶在雅利多證券所指定之時間內尚未接獲有關該項指示之確認或有關該項乃錯誤指示之信息；
- (b) Client has received a confirmation (no matter by means of hard copies, electronic means or verbal confirmation) relating to any Instructions or request not given by Client; or such confirmation being inconsistent with the Instructions and/or request given by Client; or 客戶已接獲客戶並無發出指示之交易之確認（不論以複印文本、電子或口頭方式）或任何相類抵觸者；
- (c) Client becomes aware that the Password has been used by any person except the Client. 客戶知悉私人密碼出現任何未經許可之使用情況。

In any event, ARISTO shall not be liable for Client's failure in observing the aforesaid obligations and Client shall fully indemnify ARISTO in respect of any direct or indirect loss or cost of whatsoever nature that ARISTO may suffer or incur as a result thereof. 如客戶未能履行此項責任，客戶將不得要求雅利多證券負責，並須對雅利多證券因此而產生之直接或間接損失及費用作出全數彌償。

6.3. Client understands and acknowledges that ARISTO's records on requests and Instructions actually received and responses actually sent by the same shall be binding, final and conclusive unless and until the contrary is judicially established. 客戶明白及承認除非經過司法程序證明錯誤之處，雅利多證券確認收到客戶發出之任何指示及發出給客戶之任何回覆之記錄均屬有約束力及確定無疑。

6.4. Client hereby declares and represents that the information and representation provided and/or made by Client in this Agreement is true, complete and correct, and that ARISTO is entitled to reply fully on such information and representations for all purposes, unless ARISTO receives notice in writing of any change. ARISTO is authorized at any time to contact anyone, including Client's banks, brokers or any credit agency, for purposes of verifying the information provided in this Agreement. Where Client comprises more than one person, the agreement and liabilities of such persons therein contained or implied are joint and several and, as the content may require, words and phrases herein denoting the singular include the plural. Any notice hereunder to any one such person shall be deemed effective notice to all such persons. 客戶聲明本協議內所提供之資料均屬真實、完整及正確，本協議內之聲明及陳述均為準確。雅利多證券有權完全依賴該聲明及陳述，及有關資料作任何用途。客戶授權雅利多證券在任何時間聯絡任何人，包括客戶之銀行、經紀或任何信貸代理，以查證本協議內所提供之資料。客戶確認閱覽及明白所有流動電話／互動音頻電話／互聯網股票買賣服務的條款及所有前述的條款並同意遵守。倘多於一人簽署或同意受此條款約束，則其按此條款所須負責的責任乃屬聯同及個別承擔者。又按文義所需，單數詞和句當包括眾數用。根據此條款發給其他任何一人的通告，得視為對其全體的有效通知。

6.5. Client understands that there is inherent risk in investing in the financial market; the price of investment instrument may experience upward or downward movements. 客戶知悉在金額市場投資具一定風險，投資工具價格可升可跌。

Declaration by Licensed Representative
持牌代表聲明

I, _____ (Name of licensed representative), declare that I have explained the contents of this document and the risks and consequences of consenting to being treated as a Professional Investor to _____ (name of client) at _____ (place where the explanation took place) / through a recording-telephone in a language which the client fully understands and have invited the client to ask questions and take independent advice if the client so wishes.

本人 _____ (持牌代表姓名) 謹此聲明，本人已於 _____ (進行解釋的地址) / 透過具有錄音功能的電話通話，以客戶完全明白的語言向 _____ (客戶姓名) 解釋本文件內容及同意被視為專業投資者所涉及的風險與後果，並已邀請客戶提問及按個人需要徵求獨立意見。

I have also informed the client of its right to withdraw from being treated as a Professional Investor.
本人並已知會客戶有關其撤銷被視為專業投資者的權利。

Based on the information and supporting document provided by the Client in PART II, I have assessed that the Client has passed all the three criteria of the CPI Assessment pursuant to paragraph 15.3A of the Code.
根據客人所提供的相關證明文件，本人認為此客人符合《操守準則》第15.3A 條所列的條件。

Signature of Licensed Representative 持牌代表簽署: _____

CE number 中央編號: _____

Date 日期: _____

****For Official Use Only 此部份由本公司填寫 ****		
Name of AE 客戶主任姓名	Brokerage 佣金	Trading Limit 交易限額
Input By 文件輸入	Checked by 文件查核	Approved by 批准

致 : 雅利多證券有限公司
 地址 : 香港灣仔軒尼詩道 145 號安康商業大廈 1 樓 101 室
 電話 : (852) 3622 1770
 傳真 : (852) 3622 1488

自我證明表格 - 個人

重要提示：

- 這是由賬戶持有人向申報財務機構提供的自我證明表格，以作自動交換財務賬戶資料用途。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。
- 如賬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申報財務機構。
- 除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄/部標有星號(*)的項目為申報財務機構須向稅務局申報的資料。

第1部 個人賬戶持有人的身分識辨資料

(對於聯名賬戶或多人聯名賬戶，每名個人賬戶持有人須分別填寫一份表格)

(1) 賬戶持有人的姓名

稱謂 (例如：先生、太太、女士、小姐) 先生 太太 女士 小姐

姓氏 *

名字 *

中間名

(2) 香港身份證或護照號碼

(3) 現時住址

第1行 (例如：室、樓層、大廈、街道、地區)

第2行 (城市) *

第3行 (例如：省、州)

國家 *

郵政編碼/郵遞區號碼

(4) 通訊地址 (如通訊地址與現時住址不同，填寫此欄)

第1行 (例如：室、樓層、大廈、街道、地區)

第2行 (城市)

第3行 (例如：省、州)

國家

郵政編碼/郵遞區號碼

(5) 出生日期 * (日/月/年)

(6) 出生地點 (可不填寫)

鎮/城市

省/州

國家

第2部 居留司法管轄區及稅務編號或具有等同功能的識辨編號（以下簡稱「稅務編號」）*

提供以下資料，列明（a）賬戶持有人的居留司法管轄區，亦即賬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賬戶持有人的稅務編號。列出**所有**（不限於5個）居留司法管轄區。

如賬戶持有人的香港稅務居民，稅務編號是其**香港身份證號碼**。

如沒有提供稅務編號，必須填寫合適的理由：

理由 A – 賬戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

理由 B – 賬戶持有人不能取得稅務編號。如選取這一理由，解釋賬戶持有人不能取得稅務編號的原因。

理由 C – 賬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賬戶持有人披露稅務編號。

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

第3部 聲明及簽署

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

本人證明，就與本表格所有相關的賬戶，本人是賬戶持有人/ 本人獲賬戶持有人授權簽署本表格 #。

本人承諾，如情況有所改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知雅利多證券有限公司，並會在情況發生改變後30日內，向雅利多證券有限公司提交一份已適當更新的自我證明表格。

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

簽署

姓名

身分

日期（日/月/年）

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

刪去不適用者

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

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

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

► **For use by individuals. Entities must use Form W-8BEN-E.**
► **Go to www.irs.gov/FormW8BEN for instructions and the latest information.**
► **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:

Instead, use Form:

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

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

Part I Identification of Beneficial Owner (see instructions)

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

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

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

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

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

Part III Certification

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

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

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

Sign Here ►

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

Print name of signer Capacity in which acting (if form is not signed by beneficial owner)



Account Opening Checklist for Individual / Joint Account (Professional Investor)

個人/ 聯名賬戶（專業投資者）開立賬戶核對清單

Basic documents required 基本所需文件

Please Attach:

請附上：

- Copy of Primary (and Joint) Client's ID card or passport;
個人(及聯名) 賬戶持有人的身份證或護照副本；
- Copy of a bank statement or utility bill in the latest 3 months for proof of home address (P.O. Boxes are not accepted);
地址證明：最近三個月的銀行結單或公共服務單據副本（郵政信箱恕不接受）；
- AEOI Self-Certification Form (Please provide the Jurisdiction of Residence and Taxpayer Identification Number)
自動交換財務賬戶資料自我證明表格（請提供稅務管轄區及稅務編號）
- Form W-8BEN
美國稅務表格

Asset Proof (for Professional Investor Only) 資產證明（只適用於個人專業投資者賬戶）

Please provide **either one** of supporting document(s) listed below,

請提供下列**其中一種**證明文件，

- Portfolio of not less than HK\$8 million or its equivalent in any foreign currency **OR**
價值不少於港幣八百萬元或其等值外幣的投資組合**或**
- Certificate issued by auditor or a certified public accountant within 12 months before the account opening date **OR**
由核數師或會計師在開戶日前十二個月內發出的證明書**或**
- Custodian statements issued by registered institution or licensed corporation within 12 months before the account opening date.
由註冊機構或持牌公司在開戶日前十二個月內發出的保管人結單。

Past investment experience (for Professional Investor Only) 過往投資經驗（只適用於個人專業投資者賬戶）

- Transaction Records in relevant product/market in past 2 years.
最近兩年就相關產品或在相關市場進行的交易紀錄。