

Gear Securities Investment Limited

基業證券投資有限公司 (CE No.中央編號: BHM175)

7/F, China Paint Building, 1163 Canton Road, Mongkok, Kowloon, Hong Kong

香港九龍旺角廣東道 1163 號中華漆廠大廈 7 樓

ACCOUNT OPENING FORM – Corporate Account

開戶申請表格 – 公司帳戶

1. Account Type 帳戶類別			
<input type="checkbox"/>	Cash Corporate Account 現金公司帳戶	Account No. 帳戶號碼	: 18
<input type="checkbox"/>	Margin Corporate Account 保證金公司帳戶	Account No. 帳戶號碼	: 28
Electronic Trading Service 電子交易			
<input type="checkbox"/>	Internet Trading Services 互聯網電子交易		
<input type="checkbox"/>	Mobile Apps 流動應用程式		
2. Corporate Client Information 客戶資料			
Corporate Account Holder 公司帳戶持有人			
Company Name (English) 公司名稱 (英文)		Company Name (Chinese) 公司名稱 (中文)	
Certificate of Incorporate No. 公司註冊號碼	Business Registration No. 商業登記號碼	Country of Incorporation 註冊國家	Date of Incorporation (dd/mm/yyyy) 註冊成立日期 (日/月/年)
Business Entity 公司類形 <input type="checkbox"/> Listed company 上市公司 <input type="checkbox"/> Private limited company 私人公司 <input type="checkbox"/> Partnership 合夥經營 <input type="checkbox"/> Sole-proprietorship 獨資經營 <input type="checkbox"/> Trust 信託 <input type="checkbox"/> Others 其他 _____			
Nature of Business 業務性質			
Registered Address 註冊地址			
Business Address 營業地址 ¹ (P.O. Box not accepted 不接受郵政信箱)			
Method of Communication 通訊方式			
1. Trading confirmations and statements will be sent by ONE of the following methods 交易確認及帳單以下列其中一項方式發送: <input type="checkbox"/> By email 電郵 _____ <input type="checkbox"/> By post 郵遞 (Administrative Fee may be charged 有機會收取行政費)			
2. All postal correspondence will be sent to ONE of the following address 所有郵遞信件將會發送到下列其中一個地址: <input type="checkbox"/> Registered address 註冊地址 <input type="checkbox"/> Business address 營業地址 <input type="checkbox"/> Others 其他 _____			
Telephone No. (1) 電話號碼 (1)	Telephone No. (2) 電話號碼 (2)	Fax No. 傳真號碼	Contact Person 聯絡人

¹ Please provide a valid address proof issued within 3 months. 請提供最近三個月內發出的有效地址證明。

Particulars of Ultimate Major Shareholders (>10%) & All Directors 最終主要股東(>10%)及所有董事資料

Name of Director 董事姓名	HKID/Passport No. 香港身份證/護照號碼	Country of Issue 簽發國家	Residential Address 住址

Name of Sole-proprietor/Partners/Shareholders 獨資經營者/合夥人/股東	HKID/Passport No. 香港身份證/護照號碼	Country of Issue 簽發國家	Residential Address 住址	% of Shareholding 所持股份%

Source of Funds 資金來源	<input type="checkbox"/> Investment Income 投資收入 <input type="checkbox"/> Business Profit 營業收入 <input type="checkbox"/> Shareholders' funds 股東資金	<input type="checkbox"/> Rental Income 租金收入 <input type="checkbox"/> Dividend 股息/Interest 利息 <input type="checkbox"/> Others 其他: _____
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Origins of Funds Source 資金來源地	(check more than one box, if appropriate 如適用，可選擇多於一項) <input type="checkbox"/> Hong Kong 香港 <input type="checkbox"/> China 中國 <input type="checkbox"/> USA 美國 <input type="checkbox"/> Taiwan 台灣 <input type="checkbox"/> Others, please specify 其他，請註明: _____
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Pair-up Capital (HK\$) 繳足股本 (港幣)	
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Annual Profit After Tax (HK\$) 稅後溢利 (港幣):	
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Liquid Assets Value (HK\$) 流動資產 (港幣)	
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Total Liabilities (HK\$) 總負債 (港幣)	
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Any latest financial statements provided? 有否提供最近之財務帳目記錄?	<input type="checkbox"/> Yes 有 <input type="checkbox"/> No 沒有
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Bank Account Information 銀行帳戶資料

We agree that the net proceeds of sale of any securities shall be retained in our account(s) with GSIL². If we request to withdraw money from our account(s) with GSIL, please deposit the proceeds into the following bank account(s) established in our name with the Hong Kong licensed bank(s).

吾等同意售出證券所得的款項淨額將會存放於吾等於基業投資³開立的帳戶內。如吾等若從基業投資的帳戶內提款，請將款項存入吾等在下列香港持牌銀行所開立的同名帳戶內。

Name of Bank 銀行名稱	Bank Account Name 銀行帳戶持有人名稱	Bank Account No. 銀行帳戶號碼	Currency 貨幣

3. Disclosure of Related Account(s) 披露關連帳戶

- (i) Is any of the Client's Group companies a client of GSIL?
 客戶之集團公司是否基業投資之客戶?
 No 否
 Yes. Details of Client's group companies are 是。客戶之集團公司資料如下:
 Name of Account 帳戶名稱: _____
 Account No. 帳戶號碼: _____
- (ii) Is/Are the Client's shareholder(s), director(s), partner(s), authorized person(s) or ultimate beneficial owner(s) of the Account(s) a director or employee of GSIL?
 客戶之股東、董事、合夥人，獲授權人或帳戶之最終實益擁有人是否基業投資之董事或僱員?
 No 否
 Yes. Details are as follows 是。詳細資料如下:
 The name of that director or employee 該董事或僱員的姓名: _____
- (iii) Is/Are the Client's shareholder(s), director(s), partner(s), authorized person(s) or ultimate beneficial owner(s) of the Account (collectively known as the "Relevant Person(s)") has/have any relationship with the director(s) or employee(s) of GSIL?
 客戶之股東、董事、合夥人，獲授權人或帳戶之最終實益擁有人(統稱「有關人士」)與基業投資之董事或僱員有親屬關係?
 No 否
 Yes. Details are as follows 是。詳細資料如下:
 The name of that Relevant Person(s) 該有關人士姓名: _____
 Name of relevant director(s) or employee(s) 有關聯之董事或僱員姓名: _____
 Relationship with the relevant director(s) or employee(s) 客戶與以上有關聯之董事或僱員的關係: _____
- (iv) Is any director, shareholder or authorized person of the Client, either alone or with the spouse, in control of 35% or more of the voting rights of any corporate client of GSIL?
 客戶之任何董事，股東或獲授權人是否個人或與配偶共同控制任何基業投資公司客戶 35%或以上的投票權?
 No 否
 Yes. Details of being controlled client is 是。受控客戶資料如下:
 Name of Account Holder 帳戶持有人姓名: _____
 Account No. 帳戶號碼: _____

² "GSIL" means Gear Securities Investment Limited.

³ 「基業投資」指基業證券投資有限公司。

4. Investment Profile 投資取向

Investment Objective 投資目的

Capital Preservation 保本 Capital Growth 資本增值 Dividend Yield 股息回報 Income 收入 Hedging 對沖 Speculation 投機

Investment Experience 投資經驗

Products 產品

No. of Years 年數

Average Portfolio Value (HK\$) 平均組合價值(港幣)

Listed Securities

上市證券

Futures/Options

期貨/期權

Bonds/Funds

債券/基金

Others (please specify)

其他(請註明)

5. Client's Knowledge on Derivative Products and Dealing Experience 客戶對衍生工具的認識及投資經驗

(i) Has/Have the authorized person(s) ever undergone training or attended any courses or seminars on derivative and structured investment product(s)?
獲授權人過去有否接受過有關衍生工具及結構性投資產品的培訓或修讀相關課程?

Yes. Details of the relevant training or course are as follows 是。相關培訓或課程的詳情如下:

Name of courses/seminars 課程名稱: _____

Date 受訓或修讀日期: _____

No 否

(ii) Has/Have the authorized person(s) ever obtained any working experience related to derivative and structured investment products?
獲授權人現時或過去有否參與衍生工具及結構性投資產品有關的工作?

Yes. Details are as follows 是。詳情如下:

Position 職位: _____

Years of Experience 經驗年數: _____

No 否

(iii) Has/Have the authorized person(s) executed 5 or more transactions related to derivatives and structured investment products over the past 3 years?
獲授權人於過去 3 年中是否曾執行 5 宗或以上與衍生工具及結構性投資產品有關之交易?

Yes 是

No 否

If you answer "yes" in any question above, you will be classified as having general knowledge of derivative and structured investment products. Would you wish to trade derivatives and structured investment products with GSIL?

如您於上述任何一條問題回答「是」，將會被視作對衍生工具及結構性投資產品有一般認識。請問您是否有意於基業投資買賣有關產品?

Yes 是

No 否

If you answer "no" to all the questions above, you will be classified as having no general knowledge in derivative and structured investment products. Would you still wish to trade derivative and structured investment products?

如您於上述全部問題回答「否」，將會被視作對衍生工具及結構性投資產品沒有認識。請問您是否仍有意於基業投資買賣有關產品?

Yes 是

No 否

If you have no relevant knowledge of derivative and structured investment products but wish to trade these products, you are required to watch the educational video provided by GSIL on the "Nature and Risks of Derivatives Products and Structured Investment Products" (the "Educational Video") prior to the first time trading of these products.

如您沒有衍生工具及結構性投資產品的知識，但有意買賣有關產品；您在首次交易前，必須觀看由基業投資提供的衍生產品及結構性產品的特性及風險教育影像(下稱「教育影像」)。

We confirm that I/we have watched the Educational Video on _____⁴ and I/we have fully understood the characteristics and relevant risks therein.

吾等確認在 _____⁵ 已觀看教育影像並清楚明白有關衍生工具及結構性產品的特性及相關風險。

⁴ Please insert date.

⁵ 請填上日期。

6. Disclosure of Identity 身份披露

- (i) Are you the ultimate beneficial owner of the account(s) 您是否帳戶之最終實益擁有人?
- Yes 是
- No. The ultimate beneficial owner is 否。最終實益擁有人為:
- Name 姓名: _____
- HKID/Passport/CI/BR No. 身份證/護照/公司註冊/商業登記號碼: _____
- Address 地址: _____
- Telephone No. 電話號碼: _____
- (ii) Is you, your director(s), shareholder(s), partner(s), sole-proprietor or authorized person(s), licensed by or registered with the Securities and Futures Commission (“SFC”)⁶?
您或您之董事、股東、合夥人、獨資經營者、獲授權人是否獲香港⁷證監會⁸發牌之持牌法團或註冊機構/人士?
- No 否
- Yes. Details are as follows⁹ 是。詳細資料如下¹⁰:
- Name of Licensed Corporation/Registered Institution 持牌法團或註冊機構名稱:¹¹ _____
- Central Entity/Registration No. 中央/註冊編號: _____
- (iii) Have you ever had any investment account opening application rejected by other financial institution?
您是否曾被其他金融機構拒絕開立戶口?
- No 否
- Yes. Details are as follows 是。詳細資料如下:
- Name of Financial Institution 金融機構名稱: _____
- Reason of Reject 拒絕原因: _____
- (iv) Is your director(s), shareholder(s), partner(s), sole-proprietor, authorized person(s) or their spouse, children, children’s spouse or parents, (collectively named as “Client”) entrusted with a prominent public function in any place, including a head of state, head of government, senior politician, judicial or military official, senior executive of a state-owned corporation and an important political party official?
您的董事、股東、合夥人、獨資經營者、獲授權人或其配偶、子女及其配偶(統稱為「客戶」), 父母是否在任何地方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、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. Details are as follows 是。詳細資料如下:
- Name and Position of PEP¹² 政治人物姓名及職位: _____
- Country of the PEP belongs to 政治人物所屬國家: _____
- PEP relationship with Client 與客戶之關係: _____

⁶ “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

⁷ 「香港」指中華人民共和國香港特別行政區。

⁸ 「證監會」指證券及期貨事務監察委員會。

⁹ Please provide consent letter from your employer.

¹⁰ 請提供閣下僱主的書面同意書等。

¹¹ Please provide written consent letter from your employer. 請提供閣下僱主的書面同意書。

¹² “PEP” means Politically Exposed Person.

7. Tax Residency Self-Certification 稅務居民身分自我證明書

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. HKD10,000.00).

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。

Entity Type 實體機構類別

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

Controlling Person (Complete this part if the entity account holder is a passive NFE) 控權人(如實體帳戶持有人是被動非財務實體, 填寫此部)

(1)	
(2)	
(3)	
(4)	

Jurisdiction of Residence 居留司法管轄區 ¹³	TIN 稅務編號 ¹⁴	Reason Code* for no TIN 如沒有提供稅務編號, 請填寫理由代碼*	Please provide explanation if selected "B" 如選取理由 B, 請解釋不能取得稅務編號的原因

* Reason Code 理由代碼:

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

理由 A: 客戶的居留司法管轄區並沒有向其居民發出稅務編號。

Reason B: Client is unable to obtain a TIN. Please give explanation if you have selected this reason.

理由 B: 客戶不能取得稅務編號。如選取這一理由, 請解釋原因。

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

理由 C: 客戶毋須提供稅務編號。居留司法管轄區的主管機關不需要客戶披露稅務編號。

¹³ The jurisdiction of residence (including Hong Kong) where Client is a **resident for tax purposes**. 客戶的居留司法管轄區, 亦即帳戶持有人的**稅務管轄區**(香港包括在內)。

¹⁴ Client's TIN for each jurisdiction indicated. Indicate **all** jurisdictions of residence. If the Client is a tax resident of Hong Kong, the TIN is the Business Registration No. 該居留司法管轄區發給客戶的稅務編號。列出**所有**居留司法管轄區。如客戶是香港稅務居民, 稅務編號是其香港商業登記號碼。

8. Foreign Account Tax Compliance Act "FATCA" 關於海外帳戶稅收合規法案

- (i) Is your Company incorporated, created or organized in the U.S. or under the law of U.S. or of any of the States of U.S., including the District of Columbia?
貴公司是否於美國或根據美國法律或美國任何州(包括哥倫比亞特區)的法律註冊成立、設立或組成?
- No 否
 Yes 是 (Please complete Form W-9 of IRS 請填寫美國稅務局發出之 W-9 表格)
Client's US Taxpayer Identification Number (TIN) 客戶的美國稅務編號 (TIN): _____
- (ii) Is your Company a financial institution outside U.S.?
貴公司是否外國金融機構?
- No 否
 Yes 是 (Please complete Form W-8BenE of IRS 請填寫美國稅務局發出之 W-8BenE 表格)
- (iii) Is the passive income[#] constitute more than 50% of the gross income of the last calendar year of your Company?
貴公司是否在前一個日曆年的被動收入[#]佔總收入多於 50%
- No 否
 Yes 是 (Please complete Form W-8BenE of IRS 請填寫美國稅務局發出之 W-8BenE 表格)
- (iv) Is more than half of your Company's assets produced or held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly)?
貴公司持有或持有以產生被動收入的資產是否佔資產多於 50%(按照每季度被動資產的平均加權百分比計算)
- No 否
 Yes 是 (Please complete Form W-8BenE of IRS 請填寫美國稅務局發出之 W-8BenE 表格)
- (v) Does your Company have substantial U.S. Owner(s) (shareholding/profit sharing > 10%)?
貴公司的主要股東(單一股份/所佔利潤>10%)是否來自美國?
- No 否
 Yes 是 (Please complete Form W-8BenE of IRS 請填寫美國稅務局發出之 W-8BenE 表格)

NOTES 注意

Passive income generally included:

- Dividends including income equivalent to dividends (also known as substitute dividends)
- Certain rents and royalties other than those derived from an active trade or business
- Annuities
- Net gain from transactions, including forwards and similar transactions relating to certain types of transactions in commodities
- Certain foreign currency exchange gains
- Net income from notional principal contracts
- Amount received under cash value insurance contracts or amounts earned by an insurance company in connection with its reserves for insurance and annuity contracts
- Net gains from the sale of assets that give rise to certain of the above types of income

被動收入一般包括：

- 股息，包括等同股息的收入（又稱替代股息）
- 利息，包括等同利息收入和若干保險合約投資回報
- 並非產生自主動經營式業務的特定租金和特許權使用費
- 年金
- 來自交易的淨收益，包括與特定類型商品交易有關的遠期及類似交易
- 特定匯兌收益
- 來自名義本金合約的淨收益
- 根據具有現金價值的保險合約收取的款項，或保險公司就其保險儲備和年金合約所賺取的款項
- 出售可產生上述特定類別收入的資產的淨收益

- Client agrees GSIL to provide his/her personal information in relation to US tax obligations to the US tax authority.
客戶同意基業投資向美國稅務機構提供有關美國稅務責任之個人資料。

Client will immediate update GSIL if there is any change of the information and complete additional forms and provide additional information and documents at GSIL's request in support of the change.

若客戶的資料出現任何變動，客戶會立即通知基業投資，並且按照基業投資之要求填寫額外的表格，及提供額外資料和文件，以證明該項變更。

9. Certified Extract of Board Resolution 董事會決議記錄

Company Name 公司名稱: _____ (the "Company" 「公司」)

At a meeting of the Directors of the Company duly convened and held at the address of: _____ on the _____ day of _____, at which a quorum was present and acting throughout, the following Resolution were duly passed by the Board of Directors:

於 _____ 年 _____ 月 _____ 日，本公司董事局在 _____ 召開董事局會議，其間具備會議所需的合法人數，並且正式通過以下決議案：

IT WAS RESOLVED THAT:

董事會決議：

1. A securities trading account be opened with Gear Securities Investment Limited ("GSIL") and that any _____ of the following person(s) is/are appointed as authorized person(s) of the Company to:

本公司於基業證券投資有限公司（「基業投資」）開設證券帳戶，並授權任何 _____ 位下列人士作為授權人可代表本公司：

- (i) to sign, execute and deliver any and all agreements, consents, letter of instruction or other documents required by GSIL for the settlement of securities transaction with GSIL or in connection with the opening of the Account(s);
簽署、簽訂並交付因與基業投資交易或有關帳戶運作而基業投資所要求的全部協議、同意書、指示函或其他文件；
- (ii) to withdraw or transfer any money, securities, collateral or the property into or out of Account(s); and
從帳戶提取或轉帳任何資金、證券、抵押品或其他財產；及
- (iii) to make, execute and deliver any and all written endorsements and documents necessary or proper to effect the authority conferred by this resolution.
作出、簽署並交付按本決議授權生效所需要或適用的任何與全部書面背書及文件。

Name 姓名	Title/Position 職銜	HKID/Passport No. 香港身份證／護照號碼	Specimen Signature 簽名式樣

(iv) Any _____ of the following person(s) to give orders or trading instructions to GSIL, whether in writing, verbally or otherwise, in respect of any transactions of the account(s) for and on behalf of and in the name of the Company.

在此授權任何 _____ 位下述人士為公司的授權代表以書面、口頭或其他方式就帳戶的交易代表公司或以公司名義給予基業投資指令或交易指示。

Name 姓名	Title/Position 職銜	HKID/Passport No. 香港身份證／護照號碼	Specimen Signature 簽名式樣

2. The following person is authorized to transact online. This person will be issued with passwords and he/she will be the only person to hold passwords, to transact online, and request changes in passwords. (Applicable to Internet Trading Services Only)

下列人士已獲授權在網上進行交易。該人士將會獲發密碼，並且是唯一可以持有該密碼、進行網上交易，要求變更密碼的交易代表（僅適用於網上服務）。

Name 姓名	Title/Position 職銜	HKID/Passport No. 香港身份證／護照號碼

3. Company Chop Specimen (if applicable)
公司圖章式樣（如適用）

I, the undersigned, DO HEREBY CERTIFY that the foregoing is a true copy of the Resolutions which (a) were duly passed in accordance with the Memorandum and Articles of Association/Model Articles or other constitutional documents of the Company, (b) have been duly recorded in the minutes book of the Company; and (c) remain in full force and effect, no action having been taken to rescind or amend the said Resolutions.

下列簽署人現證明前述為（甲）根據公司的章程大綱及細則／細則或其他組織文件妥善地通過的決議的真實副本；（乙）已妥善地記錄在公司的會議記錄冊上；及（丙）繼續全面生效及並沒有採取任何行動以撤銷或修訂該等決議案。

Dated this _____ day of _____

日期：_____年_____月_____日

Chairman's Signature 主席簽署

10. Client's Declaration and Agreement 客戶聲明及同意書

- We hereby declare that the information given above is true, correct and complete and we have not willfully withheld any material fact(s), we authorize GSIL to confirm this from any source appropriate, including the conduct of any credit checks on me/us. We understand that we may be required to provide additional information or submit documentary proof as to the information provided in this Account Opening Form when requested by GSIL. We confirm that we will update GSIL immediately on any changes.

吾等謹此聲明，上述資料乃屬真屬正確及完整，吾等授權基業投資進行適當的資料來源查證，包括進行任何對於吾等的信貸檢查。除上述提供的資料外，吾等清楚基業投資也許要求吾等提供更多相關的資料或證明文件。吾等確認如所提供之資料有任何更改，均會立刻通知基業投資。
- We acknowledge and confirm that we have received the “Terms and Conditions for Securities Trading Accounts” (the “Terms and Conditions”) including but not limited to the Risk Disclosure Statements set out therein, was provided to us in a language of our choice (English or Chinese) and we were invited to read the Risk Disclosure Statements carefully, ask questions and take independent advice if we wish.

吾等謹此承認及確認，吾等已獲得吾等所選擇的語言(中文或英文)的「證券交易帳戶條款及條件」(下稱「條款及條件」)，當中包括但不限於載於該條款及條件中的風險披露聲明，以及吾等已獲邀請細閱該風險披露聲明、提出問題及徵求獨立的意見(如吾等有此意願)。
- We hereby confirm that we have read and understood the terms and conditions set out in this Account Opening Form, the Terms and Conditions and the GSIL's Personal Data Privacy Policy. We acknowledge that all of these terms and conditions form the agreement made between GSIL and me/us in relation to the account(s) and agree to be bound by them. GSIL may amend the Terms and Conditions from time to time by giving me/us notice of such amendment. Unless GSIL has received my/our request to close the account(s), if we continue to use the account(s) we shall be deemed to have accepted such changes.

吾等謹此確認，吾等已經閱讀並明白載於本開戶申請表格、條款及條件及有關基業投資的私隱政策。吾等承認，上述所有條款及條件構成基業投資與吾等就該帳戶達成之協議並同意受該等條款及條件所約束。基業投資有權不時修訂條款及條件，並向吾等發出通知，除非基業投資收到吾等通知取消帳戶，否則吾等繼續使用帳戶即表示吾等接納該修訂條款及條件。
- We hereby confirm that the above information provided in relation to “Knowledge of Derivatives Product” is true and complete. We also understand that GSIL will rely on the above information provided to assess whether we have acquired knowledge of derivative products in order to comply with relevant regulatory requirements of the Code of Conduct for Persons Licensed by or Registered with the SFC.

吾等確認上述有關「衍生產品的認識」之資料完全真實，並明白基業投資將會根據上述資料界定吾等是否擁有對衍生產品之認識，以符合證監會持牌人或註冊人操守準則之有關監管要求。
- We understand, acknowledge and agree that the personal data and information of us and the transaction record(s) may be disclosed to the competent authority of other jurisdictions including, without limitation, the competent authority of US where the circumstances require.

吾等明白、確認及同意，如有需要，吾等之個人資料及資訊及交易紀錄或須披露予其他司法管轄區的主管當局，包括但不限於美國主管當局。
- We acknowledge and agree that (a) the information contained in the Tax Residency Self-Certification is collected and may be kept by GSIL for the purpose of automatic exchange of financial account information, and (b) such information and information regarding me/us and any reportable account(s) may be reported by GSIL to the Inland Revenue Department of Hong Kong and exchanged with tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap. 112).

吾等知悉及同意，基業投資可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文，(a)收集稅務居民身分自我證明書所載資料並可備存作自動交換財務帳戶資料用途及(b)把該等資料及關於本人/吾等及任何須申報帳戶的資料向香港稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

7. We certify that we are the account holder authorized to sign for the account holder of all the account(s) to which the Tax Residency Self-Certification relates.
吾等證明，就稅務居民身分自我證明書所有相關的帳戶，吾等是 帳戶持有人 吾等獲帳戶持有人授權簽署稅務居民身分自我證明書。
8. We do not wish to receive any direct marketing materials or messages from GSIL.
吾等不欲收取基業投資的任何直銷推廣資料或訊息。
- We wish to receive any direct marketing materials or messages from GSIL by way of the following channel(s):-
我們欲收取基業投資經以下途徑發出的任何直銷推廣資料或訊息：-
- Mail 郵寄
 - E-mail 電郵
 - Phone 電話
 - All channels 所有途徑
- (Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in “GSIL’s Personal Data Privacy Policy” (the “Notice”). Please also refer to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.)**
(請注意您以上的選擇適用於基業投資「私隱政策」(下稱「該通告」)中所列出的產品、服務及/或標的類別的直接促銷。您亦可參閱該通告以得知在直接促銷中可使用的個人資料的種類，以及您的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。)
9. We understand that GSIL reserves the unconditional right to reject our application.
吾等明白基業投資保留無條件拒絕吾等開戶申請的權利。
10. This Account Opening Application is written in both English and Chinese languages, and in the case of discrepancy between the two versions, the English version shall prevail.
本開戶申請表之英文版及中文譯本如有歧義，概以英文版本為準。

Signed by 簽署:
For and on behalf of

Authorized Signature 授權簽名
(with Company Chop, if applicable 附公司圖章，如有)
Name of Signer 簽署人姓名:

Date 日期:

The undersigned hereby certifies the signing of this Account Opening Form by the Client(s); and the signing of the related identity documents of the Client(s).
以下簽署人特此核證客戶簽署本開戶申請表格；及見證客戶的有關身份證明文件。

Signature of Witness 見證人簽署:

Date 日期:

Full Name of Witness 見證人姓名:

Title 職稱:

CE No. 中央編號:

11. Declaration by Staff 員工聲明

I, _____ (in BLOCK LETTERS), a Licensed Representative of Gear Securities Investment Limited, hereby declare and confirm that I have provided the Terms and Conditions for Securities Trading Accounts and relevant Risk Disclosure Statement in a language of the Client's choice (English or Chinese) and have invited the Client to read the Agreements, ask questions and take independent advice if the client wishes.

本人，_____ (正楷字體)為基業證券投資有限公司的持牌代表，並謹此聲明及確認本人已按照上述客戶所選擇的語言(中文或英文)提供證券交易帳戶條款及相關風險聲明書，請客戶閱讀協議書，並提出問題及徵求獨立的意見(如客戶有此意願)。

Signature of Licensed Representative
持牌代表簽名

Name of Licensed Representative
持牌代表姓名

Date
日期

CE No.
中央編號

Documents required for corporate account 公司帳戶需提供的文件

Documents required from Client 客戶須提交文件 (Certified True Copy*認證副本*)	Limited Private Company 私人有限公司	Offshore Company incorporated in BVI, Bermuda & Cayman Island, etc. 離岸公司成立於英屬處女島、百慕達及開曼群島等	Sole-proprietorship & Partnership 獨資經營及合夥公司	Associations, Clubs, Societies, Co-operative & Provident Societies 社團、會社、合作社及公積金會社	Trust 信託
Certificate of Business Registration 商業登記證	✓		✓	✓	
Certificate of Incorporation 公司註冊證	✓	✓			
Memorandum & Articles of Association 組織章程大綱及細則	✓	✓			
Correspondence & Business Address Proof (issued within 3-month) 通訊及公司業務地址證明 (近3個月內發出)	✓	✓	✓	✓	✓
Hong Kong Identity Card/Passport** 香港身份證/護照**	✓	✓	✓	✓	✓
Residential Address Proof (issued within 3-month) 住址證明 (近三個月內發出)	✓	✓	✓	✓	✓
Board Resolution for opening account with GSIL 董事會決議與基業證券投資有限公司開立帳戶	✓	✓		✓	✓
List of Directors/Trustees 董事/信託人名單	✓	✓		✓	✓
List of Shareholders/Beneficial Owners 股東實益擁有人名單	✓	✓		✓	✓
Full Company Search Report (issued within 6-month) 完整公司查冊報告 (近6個月內發出)	✓				
Certificate of Incumbency/Good-standing (issued within 6-month) 職權證明書 (近6個月內發出)		✓			
Minutes of First Directors' meeting 首次董事會會議記錄		✓			
Trust Deed 信託契約					✓
Company with multi layers of ownership (if applicable): 1. Ownership chart should be declared by director (include company name and place of incorporation); 2. Follow the chain of ownership to the individuals who are the ultimate beneficial owners; 3. Copy of HKID/ Passport of all substantial shareholders & ultimate beneficial owners certified true by suitable certifier; and 4. Copy of Certificate of Incorporation and Latest Register of Directors of Intermediate Layers. 有多層擁有權結構的公司 (如適用): 1. 擁有權益表的董事聲明(包括公司名稱及公司註冊地); 2. 依據擁有權結構找出客戶的最終實益擁有人; 3. 所有大股東及最終受益人之有效香港身份證/護照副本; 及 4. 中介層公司的公司註冊證副本及最近之股東名冊。					

NOTES

* Suitable certifier is defined as (i) a solicitor, a certified public accountant, a notary public or a member of the judiciary, (ii) a member of the Hong Kong Institute of Chartered Secretaries (HKICS), (iii) an officer of Gear Securities Investment Limited, (iv) an officer of an embassy, consulate or high commission of the country of issue of documentary verification of identity, or (v) Justice of the Peace.

適當認證人之定義為 (i) 律師、執業會計師、公證人或司法機構人員, (ii) 現任香港特許秘書公會之執業成員, (iii) 基業證券投資有限公司之高級人員 (iv) 發出身份核實文件的國家的大使館、領事館或高級專員公署的人員, (vi) 太平紳士。

** For ultimate beneficial owners, members (shareholding >35%), shareholders (shareholding >35%), directors, authorized persons, owners, controllers, trustee, settlors, protectors, partners and/or guarantors.

適用於最終實益擁有人、會員、股東 (持股份數 >35%)、董事、獲授權人、東主、管理人、信託人、委託人、攝政人, 合夥人及/或擔保人。

FOR OFFICE USE ONLY 僅供本公司使用

Commission Distribution:

**Unless otherwise specified, commission shall be charged according to the Fees Schedule which are subject to change from time to time.*

	On transaction basis	
	HK Stock	Others ()
Commission Rate		
Minimum Commission		
Trading Limit		
Credit Limit		

Sales Team	A/C received by: (Name of AE)	Initial:	Date:
	A/C checked by: (Name of Team Head)	Initial:	Date:
Operations	Data Inputted by:	Initial:	Date:
	Data Verified by:	Initial:	Date:
	Documents checked by:	Initial:	Date:
	A/C approved by:	Initial:	Date:
Compliance <i>(High Risk Client Only)</i>	A/C approved by:	Initial:	Date:

MUST BE SIGNED BY SECURITIES MARGIN CLIENT

Client Securities Standing Authority

To: Gear Securities Investment Limited
7/F, China Paint Building,
1163 Canton Road, Mongkok,
Kowloon, Hong Kong

Re: Standing Authority under the Securities and Futures (Client Securities) Rules

This standing authority is in respect of the treatment of our securities or securities collateral as set out below:

Unless otherwise provided, all the terms used in this standing authority shall have the same meanings as in the Securities and Futures Ordinance and the Securities and Futures (Client Securities) Rules as amended from time to time.

To the fullest extent permitted by the applicable laws, rules and regulations, this standing authority authorizes Gear Securities Investment Limited (the "Company") to:

1. apply any of our securities or securities collateral pursuant to a securities borrowing and lending agreement;
2. deposit any of our securities collateral with an authorized financial institution as collateral for financial accommodation provide to the Company;
3. deposit any of our securities collateral with Hong Kong Securities Clearing Company Limited ("HKSCC") as collateral for the discharge and satisfaction of its settlement obligations and liabilities. We understand that HKSCC will have a first fixed charge over our securities to the extent of its obligations and liabilities;
4. deposit of our securities collateral with any other recognized clearing house, or another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of its settlement obligations and liabilities; and
5. apply or deposit any of our securities collateral in accordance with paragraphs (1), (2), (3) and/or (4) above if the Company provides financial accommodation to us in the course of dealing in securities and also provides financial accommodation to us in the course of any other regulated activity for which the Company is licensed or registered.

The Company is entitled to do any of above without giving us prior notice. We acknowledge that this standing authority shall not affect the right of the Company to dispose or initiate a disposal by its affiliates of our securities or securities collateral in settlement of any liability owed by or on behalf of us to the Company, its affiliates or a third person.

This standing authority is given to the Company in consideration of its agreeing to continue to maintain the securities margin account(s) for us.

This standing authority is valid for a period of not more than 12 months until the end of every year.

This standing authority may be revoked by giving the Company written notice addressed to the Customer Services Department at its address specified above by us subsequently. Such notice shall take effect upon the expiry of 14 days from the date of the Company actual receipt of such notice.

We understanding that this standing authority shall be deemed to be renewed on a continuing basis of further periods of not more than 12 months without our consent provided a written notification of renewal is issued to us at least 14 days before the expiry date of this standing authority, and we do not object to such deemed renewal before the expiry date.

This standing authority and the pledging practice of the Company have been explained to us and we understand and agree to the contents of this standing authority.

In the event of any difference in interpretation or meaning between the Chinese and English version of this standing authority, we agree that the English version shall prevail.

證券保證金客戶必須簽署

客戶證券常設授權書

致: 基業證券投資有限公司
香港九龍旺角廣東道 1163 號中華漆廠大廈 7 樓

關於:《證券及期貨(客戶證券)規則》項下的常設授權

本常設授權書是有關處置吾等之證券或證券抵押品, 詳列如下:

除非另有規定, 本常設授權書之名詞與《證券及期貨條例》及《證券及期貨(客戶證券)規則》不時修定之定義是有相同意思。

於適用法律、規則及規例容許的最大範圍內, 本常設授權書授權基業證券投資有限公司(下稱「貴公司」):

1. 依據證券借貸協議運用任何吾等的證券或證券抵押品;
2. 將任何吾等的證券抵押品存放於認可財務機構, 作為該機構向貴公司提供財務通融之抵押品;
3. 將任何吾等的證券抵押品存放於香港中央結算有限公司(下稱「香港結算」)作為解除貴公司在交收上的法律責任的抵押品, 吾等明白香港結算因應貴公司的責任及義務對吾等的證券設定第一固定押記;
4. 將任何吾等的證券抵押品存於任何其他認可結算所或任何其他獲發牌或獲註冊進行證券交易的中介人, 作為解除貴公司在交收上的法律責任的抵押品; 及
5. 如貴公司在進行證券交易及貴公司獲發牌或獲註冊進行任何其他受規管活動的過程中向吾等提供財務通融, 即可按照上述第(1)、第(2)、第(3)及/或第(4)段所述運用或存放何吾等的證券抵押品。

貴公司可不向本人/吾等發出事先通知而採取上述行動。吾等確認本常設授權書不影響貴本公司為解除由吾等或代吾等或證券抵押品的權利。

此賦予貴公司之授權乃鑑於貴公司同意繼續維持吾等之證券保證金戶口。

吾等明白吾等的證券可能受制於第三者之權利，貴公司須全數抵償該等權利後，方可將吾等的證券退回給吾等。

本常設授權書之有效期為不多於 12 個月，並於每年 12 月 31 日屆滿。

吾等可以向貴公司客戶服務部位於上述列明之地址發出通知，撤回本常設授權書。該等通知之生效日期為貴公司真正收到該等通知後 14 日起計。

吾等明白貴公司若在本常設授權書有效屆滿前的最少 14 日前，向吾等發出書面通告，提醒吾等本常設授權書即將屆滿，而吾等没有在此授權屆滿前反對此常設授權書續期，本常設授權書應當作在不需要吾等的書面同意下按持續的基準已被續期，每一延續有效期為 12 個月。

本常設授權書內容及貴公司再質押的作業方式已向吾等解釋及說明，而吾等完全明白及同意本常設授權書的內容。

倘若本常設授權書的英文本與中文釋本有任何歧義，吾等同意以英文本為準。

Authorized Signature (with Company Chop)

授權簽署(附公司圖章):

Name of Signer 簽署人名稱:

Client No. 客戶帳戶號碼:

Date (dd/mm/yyyy) 日期 (日/月/年):

Client Money Standing Authority

To: Gear Securities Investment Limited
7/F, China Paint Building,
1163 Canton Road, Mongkok,
Kowloon, Hong Kong

Re: Standing Authority under Securities and Futures (Client Money) Rules

This standing authority covers money held or received by Gear Securities Investment Limited (the "Company") in Hong Kong (including any interest derived from the holding of the money which does not belong to the Company) in one or more segregated account(s) on our behalf ("Monies").

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

To the fullest extent permitted by the applicable laws, rules and regulations, this standing authority authorize the Company to:

1. combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company or any its Affiliates from time to time and the Company may transfer any sum of Monies to and between such segregated account(s) to satisfy our obligations or liabilities to the Company or any its affiliates, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several;
2. set-off or transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by the Company; and
3. exchange our Monies into any other currency(ies) at the rate of exchange conclusively determined by the Company.

The Company is entitled to do any of the above without giving me/us prior notice.

This standing authority is given to the Company in consideration of its agreeing to continue to maintain our securities cash and/or margin account(s).

This standing authority is given without prejudice to the Company's authorities or rights to deal with the Monies in the segregated account(s).

This standing authority is valid for a period of not more than 12 months until the end of every year.

This standing authority may be revoked by giving the Company written notice addressed to the Customer Services Department at its address specified above by us subsequently. Such notice shall take effect upon the expiry of 14 days from the date of the Company actual receipt of such notice.

We understand that this standing authority shall be deemed to be renewed on a continuing basis of future periods of not more than 12 months without my/our consent provided a written notification of renewal is issued to us at least 14 days before the expiry date of this standing authority, and we do not object to such deemed renewal before the expiry date.

This standing authority has been explained to us and we understand and agree to the contents of this standing authority.

In the event of any difference in interpretation or meaning between the English and Chinese version of this standing authority, we agree that the English version shall prevail.

客戶款項常設授權書

致: 基業證券投資有限公司
香港九龍旺角廣東道 1163 號中華漆廠大廈 7 樓

關於: 《證券及期貨(客戶款項)規則》項下的常設授權

本常設授權書涵蓋基業證券投資有限公司(下稱「貴公司」)為吾等在香港收取或持有並存放於一個或多個獨立帳戶內的款項(包括因持有並非屬於貴公司的款項而產生的任何利息)(下稱「款項」)。

除非另有規定,本常設授權書之名詞與《證券及期貨條例》及《證券及期貨(客戶款項)規則》不時修訂之定義具有相同意思。

於適用法律、規則及規例容許的最大範圍內,本常設授權書授權貴公司:

1. 可組合或合併全部不時在貴公司以任何形式維持的獨立、聯名或其他帳戶,貴公司可將該等獨立帳戶內的任何數額的款項作出轉移,以解除吾等對貴公司的義務或法律責任,不論此等義務或法律責任是確實或或然、原有或附帶的、有抵押或無抵押的、共同或分別的;
2. 任何貴公司於任何時候維持的任何獨立帳戶之間來回撤銷或調動;及
3. 貴公司可不需要在事前知會吾等,將帳戶內的款項以貴公司最終確定的匯率兌換成任何貨幣。貴公司可不向吾等發出通知而採取上述行動。

貴公司有權於毋須事先通知吾等的情况下作出上述任何一項作為。

本常設授權書賦予貴公司之授權乃鑑於同意繼續維持吾等之證券現金帳戶/保證金帳戶。

本常設授權書賦予貴公司之授權並不損害貴公司可享有有關處理該等獨立帳戶內的款項的其他授權或權利。

本常設授權書之有效期為不多於 12 個月,並於每年 12 月 31 日屆滿。

吾等可以向貴公司客戶服務部位於上述列明之地址發出通知,撤回本常設授權書。該等通知之生效日期為貴公司真正收到該等通知後 14 日起計。

吾等明白貴公司若在本常設授權書有效屆滿前的最少 14 日前,向吾等發出書面通告,提醒吾等本常設授權書即將屆滿,而吾等沒有在本常設授權書屆滿前反對此授權續期,本常設授權書應當作在不需要吾等的書面同意下按持續的基準已被續期,每一延續有效期為 12 個月。

本常設授權書已經向吾等解釋及說明，而吾等完全明白及同意本常設授權書的內容。

倘若本常設授權書的英文本與中文譯本有任何歧義，吾等同意以英文本為準。

Authorized Signature (*with Company Chop*)

授權簽署(附公司圖章):

Name of Signer 簽署人名稱:

Client No. 客戶帳戶號碼:

Date (dd/mm/yyyy) 日期 (日/月/年):

GUARANTEE

Warning Notice to the Guarantor(s)

1. The Client (as defined below) has applied to utilize the securities and related services rendered by Gear Securities Investment Limited ("GSIL") on the securities of the Guarantee to be executed by the undersigned Guarantor.
2. Guarantor's liability under the Guarantee will be unlimited, if he/she/they decide to go on with the transaction and sign and execute the Guarantee.
3. Guarantor(s) is/are recommended to instruct his/her/their own professional advisers (including lawyer) who will be able at every stage of the transaction to protect your interests and to give you independent professional (including legal) advice.

To: Gear Securities Investment Limited

In consideration of your agreeing to provide or continue to provide to _____ (Name of Client) of _____ (Address of Client) (the "Client") securities and/or related services pursuant to terms and conditions for securities trading accounts between you and the Client as amended from time to time (the "T&C") (receipt of a copy whereof is hereby acknowledged), the undersigned hereby agrees as follows:

1. Unlimited Guarantee and Indemnity

- 1.1 I/We, the Guarantor(s) (see PARTICULARS OF THE GUARANTOR(S)), hereby unconditionally and irrevocably guarantee to you that, if for any reason the Client does not pay any sum due and payable by it under the T&C, including without limitation all interests, expenses, costs and losses payable thereunder, I/we as primary obligor will pay to you that sum on demand by you provided you shall not be under any obligation, whether to me/us, the Client or otherwise, to make any such demand or to make such demand at any particular time.
- 1.2 As between me/us and you but without affecting the Client's obligations, I/we shall be liable under this Guarantee as if I/we were the sole principal debtor and not merely a surety. I/We agree to pay you such sum as may be demanded by you whether or not you have demanded the Client for payment. Accordingly, I/we shall not be discharged, nor shall my/our liability be affected, by anything which would not discharge me/us or affect my/our liability if I/we were the sole principal debtor including without limitation.
 - (a) any time, indulgence, concession, waiver or consent at any time given to the Client or any other person;
 - (b) any amendment to the T&C;
 - (c) the making or failure or delay to make any demand on the Client or any other person for payment;
 - (d) the enforcement or failure or delay to enforce the T&C or this Guarantee;
 - (e) the taking, existence or release of any security interest or other guarantee;
 - (f) the winding-up, dissolution, death, insanity, incapacity or any change in the name, style or constitution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or bankruptcy; or
 - (g) the illegality, invalidity or unenforceability of, or any defect in, any provision of this Guarantee or the T&C any of the obligations of any of the parties under or in connection with this Guarantee or the T&C.
- 1.3 Our obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains to be paid under the T&C and you have irrevocably received or recovered all sums payable under the T&C. Furthermore, those of my/our obligations are additional to any other right which you may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. I/We irrevocably waive all notices and (except as required by the above Clause 1.1) demands of any kind.
- 1.4 I/We shall on demand indemnify you against any funding or other cost, loss, expense or liability sustained or incurred by you as a result of being required for any reason (including any bankruptcy, insolvency, winding-up or similar law of any jurisdiction) to refund all or part of any amount received or recovered by you in respect of any sum payable by the Client under the T&C and shall in any event pay to you on demand the amount so refunded by you.
- 1.5 As separate, independent and alternative stipulations, I/we unconditionally and irrevocably agree that any sum which, although expressed to be payable by the Client under the T&C, is for any reason (whether or not now existing and whether or not now known or becoming known to any part to the T&C) not recoverable from me/us on the basis of a guarantee shall nevertheless be recoverable from me/us as if I/we were the sole principal debtor and shall be paid by me/us to you on demand.
- 1.6 This Guarantee shall be binding on and enforceable against me/us and my/our executors, administrators, legal representatives, successors and assigns until the expiration of three months after your receipt of a written notice to determine this Guarantee served by me/us. Any such notice shall not release me/us in respect of liabilities existing before the expiration of the said notice.

2. Representations and Warranties

I/We represent and warrant to you and for your benefit as follows:

- 2.1 I/We have the power to enter into, exercise my/our rights and perform and comply with my/our obligations under this Guarantee.
- 2.2 All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to enable or ensure the following have been taken, fulfilled or done:
 - (a) I/we lawfully enter into, exercise my/our rights and perform and comply with my/our obligations under this Guarantee,
 - (b) that those obligations are valid, legally binding and enforceable, and
 - (c) that those obligations rank and will at all times rank at least equally and ratably in all respects with all my/our other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of my/our winding-up, dissolution or bankruptcy.
- 2.3 My/Our execution and performance of or compliance with my/our obligations under this Guarantee do not and will not violate or exceed any restriction granted or imposed by any law to which I am/we are subject or my/our constitutional documents, or result in the existence of, or oblige me/us to create, any security over my/our assets.
- 2.4 Each of the representations and warranties in this Clause 2 will be correct and complied with in all respects so long as any sum remains payable under the T&C as if repeated then by reference to the then existing circumstances.

3. Interest

I/We will pay interest to you, at the rate of interest applicable under the T&C to overdue sums, on all sums demanded under this Guarantee from the date of your demand or, if earlier, the date on which the relevant damages, losses, costs, liabilities or expenses arose in respect of which such demand has been made until the date of receipt of such sums by you (both before and after judgment) at such rate of interest applicable under the T&C to overdue sums.

4. Payments

- 4.1 All sums payable by me/us under this Guarantee shall be paid free of any restriction or condition and free and clear of and (except to the extent required by law) without any deduction or withholding, whether for or on account of tax, by way of set-off or otherwise and any payment made shall be grossed up as necessary to achieve the same.
- 4.2 On each date on which any sum is due from me/us, I/we shall make available to you, by payment in Hong Kong dollars or, at your election, in the currency in which the relevant sum would otherwise be payable under the T&C. Payment shall be made in immediately available funds to such account as you may specify.

5. Set-off

In addition to any general lien or similar right to which you may be entitled at law, you may, at any time and without prior notice, set off or transfer any monies standing to the credit of my/our account with you or any member of your group of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all my/our liabilities to you or any member of your group whether such liabilities be primary, collateral, several, joint or in other currencies. Insofar as any of the liabilities to you or any member of your group are contingent or future, your liability to me/us to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. For the purpose of this Clause, a company is a member of your group if it is directly or indirectly controlling, controlled by or under common control with you.

6. Assignment

- 6.1 I/We may not assign or transfer all or any of my/our rights or obligations under this Guarantee.
- 6.2 You may assign or transfer all or part of your rights, benefits and obligations hereunder to such person(s) and disclose to a potential transferee or any other person proposing to enter into contractual arrangement with you in relation to this Guarantee such information about me/us as you may at your absolute discretion think fit.

7. Miscellaneous

- 7.1 Failure or delay in exercising any rights, power or privilege by you in respect of this Guarantee shall not operate as a waiver, nor shall a single or partial exercise or enforcement or waiver of any such rights, power or privilege preclude you from further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege hereunder.
- 7.2 The rights and remedies provided in this Guarantee are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 7.3 If I/we consist of more than one person, then the liabilities of each such person hereunder shall be joint and several. Any notice, payment or delivery by you to either or any one of such persons shall be a full and sufficient discharge of your obligations to notify, pay or deliver under this Guarantee.
- 7.4 In the event of this Guarantee being determined for any reason whatsoever you may open and continue a new or separate account with the Client in your books and if you do not in fact open such new or separate account you shall nevertheless be deemed to have done so at the time this Guarantee is determined and as from and after that time all payments in account made by the Client to you shall (notwithstanding any legal or equitable rule or presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not go in reduction of the amount secured by this Guarantee at the time this Guarantee is determined provided always that nothing contained in this clause shall prejudice the security which you otherwise would have had hereunder for the payment of the moneys hereby guaranteed.
- 7.5 You are entitled to retain this Guarantee for such period as you deem fit after all the amounts secured by this Guarantee have been fully discharged.
- 7.6 In the event of any discrepancy between the English and the Chinese version of this Guarantee, English version shall prevail.

8. Communication

- 8.1 Each communication under this Guarantee shall be made by fax or otherwise in writing to the fax number or address last known to the party making the communication.
- 8.2 Any communication or notice from me/us shall be irrevocable and shall not be effective until received by you. Any communication or notice from you to me/us shall be conclusively deemed to be received by me/us.

9. Partial Invalidity

The illegality, invalidity or unenforceability of any provision of this Guarantee under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

10. Personal Data

I/We have read and understood your Notice to Clients relating to the Personal Data (Privacy) Ordinance and agree that my/our personal data held by you may be used for the purposes and disclosed to such classes of persons as stated therein (as amended from time to time).

11. Governing Law

This Guarantee shall be governed and construed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. I/We hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

PARTICULARS OF THE GUARANTOR(S)

Name of Guarantor(s):		
HKID/Passport No. <i>(please attached the copy of the identity proof):</i>		
Residential Address <i>(please provide the residential proof issued within 3 months):</i>		
Telephone No.		

DATED this _____ day of _____, 20

For individual guarantor(s) only

Name of Guarantor:)
)
)
) _____
 Guarantor's Signature

Name of Witness:)
 HKID/Passport No. :)
 Address:)
) _____
 Witness's Signature

Name of Guarantor:)
)
)
) _____
 Guarantor's Signature

Name of Witness:)
 HKID/Passport No. :)
 Address:)
) _____
 Witness's Signature

擔保書

給擔保人之警告性提示

1. 客戶（定義如下）已以閣下簽立之擔保書作保證申請使用本公司之證券交易相關服務。
2. 若閣下決定繼續進行交易並簽立擔保書，閣下在擔保書之下責任將為無限。
3. 建議閣下自行委托律師，以在交易之每個階段保障閣下之利益及向閣下提供獨立法律意見。

致：基業證券投資有限公司

鑒於貴公司同意或持續按照貴公司與客戶訂立之證券交易帳戶條款及條件及其不時之修訂（「條款及條件」）（現認收其副本）向
_____（客戶姓名）客戶地址為

提供證券交易及相關服務，本擔保書簽署人現同意如下：

1. 無限額擔保及彌償

- 1.1 本人／吾等以擔保人之身份現無條件及不可撤回地向貴公司保證如客戶沒有支付任何根據證券交易帳戶條款及條件到期及須支付之款項，包括但不限於證券交易帳戶條款及條件所須支付之利息、開支、費用及損失，本人／吾等作為主要義務人將會向貴公司支付貴公司要求支付之款項，惟貴公司對本人／吾等、客戶或其他人士並無任何責任作出任何該等要求或在任何特定時候作出該等要求。
- 1.2 在本人／吾等與貴公司之間（但不影響客戶的責任），本人／吾等在本擔保書下應負有猶如本人／吾等是唯一的主要債務人一樣的責任而非僅為擔保人。本人／吾等同意向貴公司支付貴公司要求之款項，不論貴公司有否要求客戶付款。若本人／吾等為唯一主要債務人而責任不會獲解除或受影響之任何事情不會相應地解除或影響本人／吾等的責任，該等事情包括但不限於：
 - (a) 在任何時候向客戶或任何其他人士所給予的任何時間、容忍、讓步、寬免或同意；
 - (b) 任何對條款及條件的修訂；
 - (c) 對客戶或任何其他人士作出或未能或延遲作出的付款要求；
 - (d) 執行或未能或延遲執行條款及條件或本擔保書；
 - (e) 任何擔保權益或其他擔保之採納、存在或解除；
 - (f) 客戶或任何其他人士之清盤、解散、身故、精神錯亂、無行為能力或名稱、稱號或組成之更改或破產或被採取任何該清盤、解散或破產之任何步驟；或
 - (g) 本擔保書或條款及條件之任何條款或任何一方在本擔保書或條款及條件下或與之有關之任何責任之不合法、無效或不可強制執行或任何欠妥之處。
- 1.3 本人／吾等在本擔保書下責任為持續擔保，並保持具有十足效力及作用，直至證券交易帳戶條款及條件下之款項繳清而貴公司已不可撤回地收取或收回所有證券交易帳戶條款及條件下須支付之款項為止。此外本人／吾等之責任均附加於貴公司所可能擁有的其他權利，並可毋須先向客戶、任何其他人士或任何其他擔保權益追索下執行。本人／吾等不可撤回地免除所有任何形式之通知及（上文第 1.1 條規定則除外）付款通知。
- 1.4 本人／吾等須應要求就貴公司因任何理由（包括任何破產、無力償債、清盤或任何司法管轄區之相類法律）而被要求退還全部或部份貴公司就客戶在條款及條件下須支付之任何款項而收取或追討之款項而蒙受或招致之任何款項或其他費用、損失、開支或責任，對貴公司作出彌償，並須在任何情況下應要求向貴公司支付貴公司所退還之款項。
- 1.5 作為一個別、獨立及交替的規定，本人／吾等無條件及不可撤回地同意因任何理由（不論是否現時存在及不論條款及條件任何一方是否已經或將會知悉）而基於擔保向本人／吾等追討之任何款項，（儘管在相關條款及條件中明文規定須由客戶支付）將可向本人／吾等追討，猶如本人／吾等為唯一主要債務人一樣，並將由本人／吾等應要求向貴公司支付。
- 1.6 本擔保書應對本人／吾等及本人／吾等之遺產承辦人、遺產管理人、合法代表、繼承人及受讓人均具約束力並可強制執行，直至貴公司收到本人／吾等送達貴公司之書面終止擔保書通知書後三個月屆滿為止。任何該通知書不應解除本人／吾等在該通知書期限屆滿前所存在的責任。

2. 陳述及保證

本人／吾等為貴公司之利益向貴公司陳述及保證：

- 2.1 本人／吾等有權訂立本擔保書、行使本人／吾等在本擔保書下之權利及履行及遵守本人／吾等在本擔保書下之責任。
- 2.2 為致使或確保下列事項須採取、履行及作出之所有行動、條件及事情已獲採取、履行或作出：
 - (a) 本人／吾等合法地訂立本擔保書、行使本人／吾等在本擔保書下之權利及履行及遵守本人／吾等在本擔保書下之責任；
 - (b) 本擔保書下之責任的有效性法律約束力及可強制執行性；及
 - (c) 本擔保書下之責任的排列次序在各方面均會及將會時刻最少與本人／吾等等其他無抵押債項相等，但在本人／吾等清盤、解散或破產時藉法律的施行而較為佔優之無抵押債項除外。
- 2.3 本人／吾等執行、履行或遵守本人／吾等在本擔保書下之責任並不會及將不會違反或超逾本人／吾等須受之規管之任何法律或本人／吾等之組成文件所授予或加諸之任何限制，或導致本人／吾等之資產出現或致令本人／吾等有責任設立任何抵押。
- 2.4 凡在條款及條件下仍有須繳付之款項，則本第 2 條中之每項陳述及保證在各方面將為正確及獲遵從猶如已參照當時情況而重覆一樣。

3. 利息

本人／吾等將自貴公司要求付款當日或產生引致該付款要求之賠償、損失、費用、責任或開支之較早日子起，支付按適用於條款及條件下之逾

期欠款之該利率計算的利息，直至貴公司收取該款項為止（判決之前及之後）。

4. 付款

- 4.1 本人／吾等在本擔保書下須支付之所有款項應不受任何限制或條件及不被扣減或預扣（法律規定則除外）影響，不論是因稅項、以抵銷或其他形式作出，而任何付款應相應增加至達到該目的所必要之程度。
- 4.2 本人／吾等須支付任何款項之日期，本人／吾等應以港幣或貴公司所選擇之貨幣向貴公司支付在條款及條件下所須支付之相關款項。款項應以即時可動用之資金支付至貴公司所指定之該帳戶。

5. 抵銷

除貴公司在法律下所可能享有之任何一般留置權或相類權利外，貴公司亦可隨時將本人／吾等在貴公司或貴集團之任何成員之任何類型及任何貨幣及不論是個人或與其他人士共同持有之帳戶中之任何款項抵銷或轉移以解除本人／吾等欠負貴公司或貴集團任何成員之所有債務而不作事先通知，不論該債務為主要、附屬、各別、共同以其他貨幣為面值。只要任何欠負貴公司或貴集團任何成員之債務為或有或將來的，貴公司向本人／吾等支付任何該等帳戶中之任何款項之責任將暫緩至足以涵蓋該數額之程度，直至該或有或將來之事宜發生為止。為本條之目的，若任何公司直接或間接控制、受控於貴公司或與貴公司共同受控，該公司為貴集團成員。

6. 轉讓

- 6.1 本人／吾等不可轉讓或轉移本人／吾等在本擔保書下之所有或任何權利或責任。
- 6.2 貴公司可轉讓或轉移貴公司在此下之全部或部份權利、利益及責任予貴公司按其絕對決定權認為合適的該等人士，及向準受讓人或擬與貴公司就本擔保書訂立合約安排之任何其他人士透露關於本人／吾等之資料。

7. 其他事項

- 7.1 貴公司未能或延遲公司行使本擔保書之任何權利、權力或特權均不應作寬免用，對任何該權利、權力或特權之單一或部份行使，執行或寬免不應妨礙貴公司之進一步行使、執行或對此下任何其他權利、權力或特權之行使或執行。
- 7.2 本擔保書之權利及補救方法為可積累而不排除任何其他權利或補救方法（不論是否法律規定）。
- 7.3 若本人／吾等由多於一位人士組成，各人在此下將負共同及各別之責任。貴公司對任何一位該等人士所作之任何通知、付款或交付，應已十足及完滿履行本擔保書下之通知、付款或交付之責任。
- 7.4 在本擔保書因任何理由被終止的情況下，貴公司可在簿冊上與客戶開立及維持一個新的或個別的帳戶，若貴公司實際上並沒有開立該新或個別帳戶，則貴公司應被視為經已在本擔保書終止時開立新的或個別的帳戶，而客戶自此以後支付予貴公司至該戶口的款項應存放至或被視為存放至所開立或被視為已開立之新的或個別帳戶中，而不應在本擔保書終止時被扣除作本擔保書所擔保之款項，惟本條所載之內容不應損害貴公司在此下謹獲擔保支付之款項之擔保。
- 7.5 貴公司有權在本擔保書所擔保之所有款項獲全數支付後保留本擔保書至貴公司認為合適之該時期。
- 7.6 若本擔保書中英文版本有任何歧異，以英文版為準。

8. 通訊

- 8.1 在本擔保書下之每項通訊均應以傳真或以書面方式傳送或寄送至作出通訊之該方最後知悉之傳真號碼或地址。
- 8.2 本人／吾等所發出之任何通訊應為不可撤回及在貴公司收到時方始生效。貴公司向本人／吾等發出之任何通訊或通知均應被視為本人／吾等已收取。

9. 部份失效

本擔保書之任何條文在任何司法管轄區之法律下變成不合法、失效或不可強制執行不應影響其在任何其他司法管轄區之法律下及任何其他之合法性、有效性及可強制執行性。

10. 個人資料

本人／吾等已閱畢並明白貴公司至客戶有關個人資料（私隱）條例向客戶發出的通知並同意貴公司持有本人／吾等之個人資料可為當中所載之目的（可不時修改）使用及向當中所載之該等類別人士（可不時修改）透露。

11. 管轄法律

本擔保書將受中華人民共和國香港特別行政區之法律所規管並據之解釋。本人／吾等謹此接受中華人民共和國香港特別行政區法院之非獨有司法管轄權所規管。

擔保人資料

擔保人名稱:		
身份證／護照號碼 (請提供證明副本):		
住宅地址 (請提供 三個月內發出的住址證明副本):		

