

Account Opening Form – Corporate Account (Futures / Options)
開戶表 – 公司帳戶（期貨／期權）

KGI A/C No: -**KGI Futures (Hong Kong) Limited**

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凱基期貨(香港)有限公司

中央編號: ADW991

香港灣仔港灣道十八號
中環廣場四十一樓

電話: (852) 2878 6888

傳真: (852) 2878 6800

電報: 78429 KGI HX

Please attach :

- Certified copy of the Certificate of Incorporation (or Business Registration Certificate or other evidence of due incorporation), Memorandum and Articles of Association (or other constitutional documents) of the Client.
- Certified copies of the audited accounts of the Client for the last two years and a balance sheet at a date not more than two months before the date of this Form, or such other financial information as KGI may from time to time agree.
- Copies of the Hong Kong ID Card(s) or Passport(s) of all Authorised Persons, Directors and beneficial owner(s).
- Certified copy of the Register of Directors of the Client.
- Certified copy of the Register of Members of the Client.

請附上:

- 客戶的公司註冊證書的核證副本(或商業登記證書或其它顯示妥當註冊的任何證據)、組織章程大綱及章程細則(或其他憲章性文件)。
- 客戶過去兩年的經審計帳目的核證副本及不超過本開戶表日期前兩個月的資產負債表或其他凱基不時同意的財務資料。
- 所有獲授權代理人、董事及本帳戶實質權益的人士之香港身份證或護照副本。
- 客戶的董事名冊核證副本。
- 客戶的股東名冊核證副本。

ACCOUNT OPENING FORM (CORPORATE ACCOUNT)**開戶表(公司帳戶)**

Please complete in BLOCK LETTERS 請用正楷填寫

1 Client Name 客戶名稱		
2 Account Name (if different) 帳戶名稱(如與上述不同)		
3 Country of Incorporation 註冊成立國家 / Registered No. 註冊號碼 / Registered Address 註冊地址		
4 HK Business Registration No. 香港商業登記號碼		
5 Principal Office or Place of Business 主要辦事處或商業地址		
Nature of Business 業務性質	Telephone No. 電話號碼	Fax No. 傳真號碼
Telex 電報	E-mail Address 電郵地址	
6 All statements / contract notes to be sent by mail to your business address. If not, please specify below 所有結單 / 買賣單據以郵遞方式寄往你的商業地址。若使用其他郵寄地址，請註明: _____		
7 Does your ordinary business involve the acquisition, disposal or holding of shares and debentures, whether as principal or agent? 客戶的通常業務是否涉及股票及債券的買賣或持有，不論以主事人或代理人身份? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 不是		
8 Are you a member or participant registered with any stock or commodities exchange or are you regulated or supervised by any government or regulatory agency? 客戶是否為任何股票或期貨交易所的註冊會員或參與者或受任何政府或監管機構所規管或監管? <input type="checkbox"/> Yes, details are 是，詳情為: _____ <input type="checkbox"/> No 不是		
9 Share Capital 股本 Authorized Share Capital : _____ shares of par value USD / HKD / Other (please specify) _____ each share. 法定股本 _____ 股，面值為美元 / 港元 / 其他貨幣(請註明) _____ 元之股份。 Issued Share Capital : _____ shares of par value USD / HKD / Other (please specify) _____ each share, fully/partly paid. 已發行股本 _____ 股，面值為美元 / 港元 / 其他貨幣(請註明) _____ 元之已繳足 / 未繳足股份。		
10 Shareholders (names and addresses) 股東(名稱及地址)		
11 Director(s) 董事		
(i)		
(ii)		

12 The ultimate beneficial owner(s) of the Account is/are 最終擁有本帳戶實質權益的人士為:		
Name 姓名	Address 地址	Telephone / Fax No. 電話 / 傳真號碼
(i)		
(ii)		
13 Omnibus Account 綜合帳戶		
Is the Account opened with KGI as an omnibus account : <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 不是 本帳戶是否一個綜合帳戶 :		
If yes, has an Omnibus Account Agreement been completed where applicable? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 不是 <input type="checkbox"/> N.A. 不適用 如屬上述情況，閣下有否簽訂有關的綜合帳戶協議？		
Is the Client acting as an agent for any one or more third parties? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 不是 客戶是否作為任何一個或多個第三者的代理人身份？		
If yes, please provide details of Client's principal 如屬上述情況，請提供客戶的主理人的詳細資料：		
14 Unless otherwise instructed by you, all monies payable to you are to be credited to the following bank account 除經客戶另行指示外，須付予客戶的款項將會被轉入下列帳戶		
Bank Name 銀行名稱	Bank Account Currency / Number 銀行帳戶貨幣 / 號碼 <input type="checkbox"/> HKD 港元 A/C# 帳戶號碼 _____ <input type="checkbox"/> USD 美元 A/C# 帳戶號碼 _____	
Bank Account Holder's Name (name on bank statements and this Form should match) 帳戶名稱 (須與客戶於銀行結單及此表格上的名稱相符)		
If bank account is outside Hong Kong, please state location and SWIFT code (if applicable) 若為香港以外銀行帳戶，請提供地區及 SWIFT 編號 (若適用者)		
Please provide information for items 15, 16 and 17, so that KGI may offer the best advice to you. 請提供第15、16及17項的資料，因為據此凱基才可能會提供給客戶最好的建議。		
15 Your financial information 客戶財務資料		
(a) Annual net profit after tax (HKD) 每年稅後純利(港元) [°]		
(i) HKD [°] 港幣 [°] _____ for fiscal year ending 財政年度 _____		
(ii) HKD [°] 港幣 [°] _____ for fiscal year ending 財政年度 _____		
[°] please specify if in foreign currency 若為外幣，請註明)		
(b) Total net worth (HKD) 客戶資產淨值 (港元): _____		
(c) Do you own any property / real estate? 客戶是否擁有任何資產 / 物業?		
<input type="checkbox"/> No 沒有 <input type="checkbox"/> Yes, details are 有，詳情為: _____		
<input type="checkbox"/> With financing 有借貸 <input type="checkbox"/> Without financing 無借貸		
16 Your investment experience 客戶投資經驗:		
		Experience (in year(s)) 經驗 (年)
<input type="checkbox"/> HK listed securities (average trade size) 香港上市證券 (平均交易額)		HKD 港元 _____
<input type="checkbox"/> Overseas listed securities (average trade size) 海外上市證券 (平均交易額)		HKD 港元 _____
<input type="checkbox"/> HK futures and options (number of contracts and product(s)) 香港期貨及期權 (合約數量及產品)		_____
<input type="checkbox"/> Overseas futures and options (number of contracts and product(s)) 海外期貨及期權 (合約數量及產品)		_____
17 Your investment objectives and risk tolerance 客戶投資目的及可承受風險:		
(a) Investment objectives 投資目的		
<input type="checkbox"/> Speculation 投機 <input type="checkbox"/> Hedging 對沖 <input type="checkbox"/> Arbitrage 套戩		
<input type="checkbox"/> Others, please specify 其他，請註明: _____		
(b) Risk tolerance 可承受風險		
<input type="checkbox"/> Low 低風險 <input type="checkbox"/> Medium 中等風險 <input type="checkbox"/> High 高風險		
18 Specimen of your company chop or seal 客戶公司蓋章或印章式樣		

19 The Account may be operated on the instructions of any _____ of the following persons (each an "Authorized Person"), pursuant to signature arrangements below 本帳戶可根據下列的簽名安排，由下列的 _____ 人("獲授權代理人")向凱基發出指示及運作本帳戶：

Authorized Person's Name 獲授權代理人姓名	ID Card No./Passport No. and Issuing Country 身份證或護照號碼及發出國家及地區	Telephone / Mobile Telephone No. 電話 / 手提電話號碼	Specimen Signature 簽名樣本
(i)			
(ii)			
(iii)			

Note: please cross out any unused spaces above 注意: 請劃去多餘的空格地方

Please specify any other signature arrangements (if any) 請註明任何其他簽署安排(如有):

The information contained in this Account Opening Form is true and accurate. KGI is entitled to rely fully on such information and representations for all purposes, unless KGI receives notice in writing of any change. KGI is authorized at any time to contact anyone, including your banks, brokers or any credit agency, for the purpose of verifying the information provided on this Account Opening Form. A copy of KGI's Personal Information Collection Statement is available upon request.

本開戶表的資料均屬真實及正確。除非凱基收到任何客戶資料改變的書面通知，凱基可完全依靠這些資料及陳述作任何目的。客戶授權凱基可在任何時間聯絡任何人，包括客戶的銀行、經紀等或任何信貸機構，藉以確定及查證本開戶表內的資料。客戶可隨時索閱凱基的個人資料收集聲明副本。

We, the undersigned Client, hereby apply to open Futures / Options Account. We have read and understood the provisions of the attached current version of the Standard Terms and Conditions for Futures and Options Trading of KGI Futures (Hong Kong) Limited ("Agreement") of which this document forms a part and agree to be bound by the Agreement (receipt of a copy whereof is hereby acknowledged by us) as the same may be amended from time to time. We acknowledge and confirm that KGI has provided the Risk Disclosure Statements and Disclaimers annexed hereto in a language of our choice (English or Chinese) and we have been invited to read the same, to ask questions and take independent advice if we wish.

本公司，下述簽署客戶，現申請開立期貨/期權買賣帳戶。本公司已閱讀過及明白附上的凱基期貨(香港)有限公司最新版本的期貨及期權交易標準條款("該協議書")而本文件乃該等協議書的一部份，並同意受可不時被修改的該協議書(謹此聲明本公司已收妥其副本)所約束。本公司確認凱基已按照本公司選擇的語言(英文或中文)獲提供附於本表的風險披露聲明及免責聲明，及已獲邀閱讀該等聲明、提出問題及徵求獨立的意見(如本公司有此意願)。

Client Signature(s) with company chop 客戶簽署並蓋章:

Authorized signatory's name(s) and title(s):

客戶簽署代表人姓名及職銜:

Date (mm/dd/yy) 日期 (月/日/年):

IF THIS DOCUMENT IS NOT EXECUTED BY THE CLIENT IN FRONT OF KGI'S EMPLOYEE, BELOW SHOULD BE SIGNED BY A SPECIFIED PERSON [§] [if applicable] (若客戶並非在凱基的僱員面前簽立此文件，以下應由指定人士 [§] 簽署) [若適用者]

The undersigned person hereby certify the signing of this document (together with the above Standard Terms and Conditions) by the above Client and sighting of related identity documents of such Client.

下述簽署人士謹此驗證上述客戶簽立此文件(連同上述的標準條款)及其有關的身份證明文件:-

Signed and certified by

簽署及驗證

Signature 簽署

Name 姓名

Profession/Title 所屬專業 / 職銜

Date (mm/dd/yy) 日期 (月 / 日 / 年)

Contact details 聯絡資料:

[§] Any SFC licensed or registered person, an affiliate of such person, a Justice of the Peace, a Branch Manager of a Bank, Certified Public Accountant, Lawyer or Notary Public. 任何香港證監會持牌人或註冊人、其聯繫人士、太平紳士、銀行分行經理、執業會計師、律師或公證人。

BELOW FOR OFFICE USE ONLY (以下由凱基填寫)

I/We, KGI representative(s), hereby declare and confirm that I/we have provided the Risk Disclosure Statements and Disclaimers in a language of the Client's choice (English or Chinese) and invited the Client to read the same, ask questions and take independent advice if the Client wishes.

本人/吾等為凱基的註冊職員，並謹此聲明及確認本人/吾等已按照上述客戶所選擇的語言(英文或中文)提供風險披露聲明及免責聲明及邀請客戶閱讀該等聲明、提出問題及徵求獨立的意見(如客戶有此意願)。

The above Client signature(s) was/were made in my/our presence.

以上客戶簽署乃於本人/吾等面前簽立。

Signature of KGI Staff
凱基職員簽署

Name and CE No. of KGI Staff
凱基職員名稱及中央編號

Date (mm/dd/yy)
日期 (月/日/年)

How long have you known the Client or who introduces the Client? 你認識這客戶已多久或誰人介紹這客戶?

This sentence must be deleted if not applicable. 若不適用者，此句必須被刪去。

APPROVED AND ACCEPTED BY 凱基批核及接納:

Authorized Signature
獲授權代表簽署

Name of KGI Approving Officer
凱基批核主任名稱

Date (mm/dd/yy)
日期 (月/日/年)

RISK DISCLOSURE STATEMENTS AND DISCLAIMERS 風險披露聲明及免責聲明

KGI representative(s) primarily responsible for your account(s) [if applicable] 主要負責你的帳戶的凱基註冊職員[若適用者]

Name 名稱

CE No. 中央編號

RISK OF TRADING FUTURES AND OPTIONS

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

FUTURES**1. 1.Effect of "Leverage" or "Gearing"**

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-reducing orders or strategies

The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

OPTIONS**3. Variable degree of risk**

Transaction in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the option to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller

holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

4. Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

5. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair value".

6. Deposited cash and property

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

7. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8. Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

9. Currency risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

10. Trading facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member or participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

11. Electronic trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions you should familiarize yourself with applicable rules and attendant risks.

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

If you provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

HKFE DISCLAIMERS

Disclaimer delivered pursuant to Circular Ref CIR/LEGAL/980141 issued by the Hong Kong Futures Exchange Limited dated 8th May 1998

Stock indices and other proprietary products upon which contracts traded on Hong Kong Futures Exchange Limited (the "Exchange") may be based may from time to time be developed by the Exchange. The HKFE Taiwan Index is the first of such stock indices developed by the Exchange. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by the Exchange (the "Exchange Indices") are the property of the Exchange. The process of compilation and computation of each of the Exchange Indices is and will be the exclusive property of and proprietary to the Exchange. The process and basis of compilation and computation of the Exchange Indices may at any time be changed or altered by the Exchange without notice and the Exchange may at any time require that trading in and settlement of such futures or options contracts based on any of the Exchange Indices as the Exchange may designate be conducted by reference to an alternative index to be calculated. The Exchange does not warrant or represent or guarantee to any Member or any third party the accuracy or completeness of any of the Exchange Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of the Exchange Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange in respect of the use of any of the Exchange Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limited to those resulting from negligence) of the Exchange or any other person or persons appointed by the Exchange to compile and compute any of the Exchange Indices in the compilation and computation of any of the Exchange Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Member or any third party dealing with futures or options contracts based on any of the Exchange Indices. No claims, actions or legal proceedings may be

brought by any Member or any third party against the Exchange in connection with or arising out of matters referred to in this disclaimer. Any Member or any third party engages in transactions in futures and options contracts based on any of the Exchange Indices in full knowledge of this disclaimer and can place no reliance on the Exchange in respect of such transactions.

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期貨及期權交易的風險

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如"止蝕"或"限價"等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

在香港以外地方收取或持有的客戶資產的風險

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第571章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

提供將你的證券抵押品等再質押的授權書的風險

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超過12個月。若你是專業投資者，則有關限制並不適用。

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少14日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保證金貸款或獲准將你的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。

倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。

大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如你毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等帳戶。

關於期貨及期權買賣的額外風險披露

本聲明並不涵蓋買賣期貨及期權的所有風險及其他重要事宜。就風險而言，你在進行任何上述交易前，應先瞭解將訂立的合約的性質(及有關的合約關係)和你就此須承擔的風險程度。期貨及期權買賣對很多公眾投資者都並不適合，你應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

期貨**1. "槓桿"效應**

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮"槓桿"作用。市場輕微的波動也會對你投入或將需要投入的資金造成大比例的影響。所以，對你來說，這種槓桿作用可說是利弊參半。因此你可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利你所持倉盤或保證金水平提高，你會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外的資金，你可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由你承擔。

2. 減低風險交易指示或投資策略

即使你採用某些旨在預設虧損限額的交易指示(如"止蝕"或"止蝕限價"指示)，也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如"跨期"和"馬鞍式"等組合，所承擔的風險也可能與持有最基本的"長"倉或"短"倉同樣的高。

期權**3. 不同風險程度**

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。你應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任(參閱上文"期貨"一節)。如所購入的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你可以從這類期權獲利的機會極微。

出售("沽出"或"賣出")期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任(參閱上文"期貨"一節)。若期權賣方持有相應數量的相關資產或期貨或其他期權作"備兌"，則所承受的風險或會減少。假如有關期權並無任何"備兌"安排，虧損風險可以是無限大。

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

期貨及期權的其他常見風險**4. 合約的條款及細則**

你應向你進行交易的商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下你或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。

5. 暫停或限制交易及價格關係

市場情況(例如市場流通量不足)及/或某些市場規則的施行(例如因價格限制或"停板"措施而暫停任何合約或合約月份的交易),都可以增加虧損風險,這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。如果你賣出期權後遇到這種情況,你須承受的虧損風險可能會增加。

此外,相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如,期貨期權所涉及的期貨合約須受價格限制所規限,但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂"公平價格"。

6. 存放的現金及財產

如果你為在本地或海外進行的交易存放款項或其他財產,你應瞭解清楚該等款項或財產會獲得哪些保障,特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事,可能須受限於具體法例規定或當地的規則。在某些司法管轄區,收回的款項或財產如有不足之數,則可認定屬於你的財產將會如現金般按比例分配予你。

7. 佣金及其他收費

在開始交易之前,你先要清楚瞭解你必須繳付的所有佣金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤(如有)或增加你的虧損。

8. 在其他司法管轄區進行交易

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易,或會涉及額外的風險。根據這些市場的規例,投資者享有的保障程度可能有所不同,甚或有所下降。在進行交易前,你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構,將不能迫使已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此,在進行交易之前,你應先向有關商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

9. 貨幣風險

以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在你本身所在的司法管轄區或其他地區進行),均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

10. 交易設施

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而,所有設施及系統均有可能會暫時中斷或失靈,而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同,你應向為你進行交易的商號查詢這方面的詳情。

11. 電子交易

透過某個電子交易系統進行買賣,可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣,便須承受該系統帶來的風險,包括有關係統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的交易指示不能根據指示執行,甚或完全不獲執行。

12. 場外交易

在某些司法管轄區,及只有在特定情況之下,有關商號獲准進行場外交易。為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下,有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格或評估風險。因此,這些交易或會涉及更大的風險。此外,場外交易的監管或會比較寬鬆,

又或需遵照不同的監管制度;因此,你在進行該等交易前,應先瞭解適用的規則和有關的風險。

提供代存郵件或將郵件轉交第三方的授權書的風險

假如你向持牌人或註冊人提供授權書,允許他代存郵件或將郵件轉交予第三方,那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單,並加以詳細閱讀,以確保可及時偵察到任何差異或錯誤。

香港交易所免責聲明

按香港期貨交易所有限公司("香港期交所")於一九九八年五月八日所發出的通告(編號 CIR/LEGAL/980141)而作出的免責聲明

香港期交所可不時開發在香港期交所買賣的合約所根據的股票指數或其他專有產品。香港期交所台灣指數便是一隻由香港期交所開發的此類股票指數。香港期交所台灣指數及不時由香港期交所開發的該等其他股票指數("香港期交所指數")或專有產品是香港期交所的財產。每種香港期交所指數的編制及計算過程是及將會是香港期交所的獨佔和專有的財產。香港期交所指數的編制及計算的過程是及基礎可不時由香港期交所在無需作出知會的情況下更改或改動,以及香港期交所可在任何時候要求某些由香港期交所指定的根據任何香港期交所指數作買賣的期貨及期權合約的買賣及交收須參照另一種將被計算出來的指數。香港期交所並不向任何會員或任何第三者保證、陳述或擔保任何香港期交所指數或其編制及計算或任何與其有關的資訊的準確性或完整性,而與任何香港期交所指數相關的任何形式的該種保證、陳述或擔保皆沒有被作出或不應被視為作出。此外,香港期交所並不接受有關於使用任何香港期交所指數方面或關於香港期交所或其委任去編制及計算任何香港期交所指數的任何其他人士於編制及計算任何香港期交所指數的任何失準、遺漏、錯誤、不正確、延誤、中斷、暫停、改變或改變或缺失(包括但不限於其疏忽所引致的該等情況)方面或關於根據任何香港期交所指數買賣期貨或期權合約的任何會員或第三者於上述任何情況可直接或間接地招致的任何經濟或其他損失方面的任何責任或負擔。任何會員或第三者不可以由於與本免責聲明所述及的事情有關或所引致的情況向香港期交所進行申索、行動或法律程序。任何會員或第三者於全面知悉本免責聲明的情況下進行根據任何香港期交所指數的期貨及期權合約的交易及不能於該等交易倚賴香港期交所。

按根據恆生資訊服務有限公司開發的股票指數進行買賣的期貨合約的規則的有關條款而作出的免責聲明

恆指服務有限公司("HSI")現時公佈、編制及計算一些股票指數,也會於恆生數據服務有限公司("HSDS")不時的邀請下公佈、編制及計算其他額外的股票指數(統稱"該等恆生指數")。個別該等恆生指數的編制及計算的標誌、名稱及過程是HSDS獨佔及專有的財產。HSI已向香港期交所批准其使用恆生指數及其四種分類指數、恆生香港中資企業指數及恆生中國企業指數,並祇作個別根據該幾類指數作買賣的期貨合約的產生、市場推廣及交易的用途及其相關目的,及可不時向香港期交所批准同時使用任何其他該等恆生指數作根據上述其他該等恆生指數作買賣的期貨合約(統稱"該等期貨合約")的用途及其相關目的。該等恆生指數中的任何指數及任何相關的公式、成份股及因素的編制及計算的過程及基礎可不時由HSI在無需作出知會的情況下更改或改動,與及香港期交所可在任何時候要求某些由香港期交所指定的該等期貨合約的買賣及交收須參照另一種將被計算出來的指數。香港期交所、HSDS及HSI並不向任何會員或第三者保證、陳述或擔保該等恆生指數或其中任何的指數及其編制及計算或任何與其有關的資訊的準確性或完整性,而與任何該等恆生指數或其中任何的指數相關的任何形式的該種保證、陳述或擔保皆沒有被作出或不應被視為作出。此外,香港期交所、HSDS或

HSI並不接受有關於使用該等恆生指數或其中任何的指數作該等期貨合約或其中任何的合約的及/或其交易的用途及其相關目的方面，或因為 HSI 於編制及計算該等恆生指數或其中任何的指數的任何失準、遺漏、錯誤、不正確、延誤、中斷、暫停、改變或缺失(包括但不限於其疏忽所引致的該等情況)方面或因任何會員或第三者於買賣該等期貨合約或其中任何的合約可直接或間接地招致的任何經濟或其他損失方面的任何責任或負擔。任何會員或第三者不可以由於與本免責聲明所述及的事情有關或所引致的情況向香港期交所及 / 或 HSDS 及 / 或 HSI 進行申索、行動或法律程序。任何會員或第三者於全面知悉本免責聲明的情況下買賣該等期貨合約或其中任何的合約及不能倚賴香港期交所、HSDS 及 / 或 HSI。

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其他該等恆生指數作買賣的期權合約 (統稱 "該等期權合約") 的用途及其相關目的。該等恆生指數中的任何指數及任何相關的公式、成份股及因素的編制及計算的過程及基礎可不時由 HSI 在無需作出知會的情況下更改或改動, 與及香港期交所可在任何時候要求某些由香港期交所指定的該等期權合約的買賣及交收須參照另一種將被計算出來的指數。香港期交所、HSDS 及 HSI 並不向任何會員或第三者保證、陳述或擔保該等恆生指數或其中任何的指數及其編制及計算或任何與其有關的資訊的準確性或完整性, 而與任何該等恆生指數或其中任何的指數相關的任何形式的該種保證、陳述或擔保皆沒有被作出或不應被視為作出。此外, 香港期交所、HSDS 或 HSI 並不接受有關於使用該等恆生指數或其中任何的指數作該等期權合約或其中任何的合約的及/或其交易的用途及其相關目的方面, 或因為 HSI 於編制及計算該等恆生指數或其中任何的指數的任何失準、遺漏、錯誤、不正確、延誤、中斷、暫停、改變或缺失(包括但不限於其疏忽所引致的該等情況)方面或因任何會員或第三者於買賣該等期權合約或其中任何的合約可直接或間接地招致的任何經濟或其他損失方面的任何責任或負擔。任何會員或第三者不可以由於與本免責聲明所述及的事情有關或所引致的情況向香港期交所及 / 或 HSDS 及 / 或 HSI 進行申索、行動或法律程序。任何會員或第三者於全面知悉本免責聲明的情況下買賣該等期權合約或其中任何的合約及不能倚賴香港期交所、HSDS 及 / 或 HSI。

KGI Futures (Hong Kong) Limited is licensed to conduct Type 2 (dealing in futures contracts) and Type 5 (advising on futures contracts) regulated activities under the Securities and Futures Ordinance (CE No. ADW991).

凱基期貨 (香港) 有限公司憑藉《證券及期貨條例》獲許進行第 2 類 (期貨合約交易) 及第 5 類 (就期貨合約提供意見) 受規管活動 (中央編號 ADW991)。

CERTIFIED EXTRACT OF BOARD RESOLUTION

Name of Client :

(the "Company")

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 Resolutions were duly passed by the Board of Directors :

1. That (an) account(s) (the "Account") be opened and maintained in the name of the Company with KGI Futures (Hong Kong) Limited ("KGI") for the purpose of the Company engaging KGI's futures and options trading and related services including but not limited to any purchases, sales, holdings and other dealings in futures contracts and options contracts as the Company may from time to time request and that the Account and all such purchases, sales, holdings and other dealings be effected and all such services by KGI to the Company be provided subject to and in accordance with the provisions of KGI's Standard Terms and Conditions for Futures and Options Trading, the Account Opening Form and such additional terms to be specified by KGI and notified to the Company from time to time (collectively, the "Futures Trading Agreement"); and
2. That the Futures Trading Agreement in such form as completed (including as to the identities of the persons authorized to serve as "Authorized Persons") and produced to the Meeting be and are hereby approved and any Director of the Company or any other person whom the Company may authorize by way of Board Resolution or Power of Attorney be authorized to execute the Futures Trading Agreement for and on behalf of the Company (and, where necessary, to affix the common seal of the Company thereon) and the signed originals thereof be delivered to KGI.

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 (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.

Date this _____ day of _____

DULY AUTHORIZED FOR AND ON BEHALF OF THE COMPANY**Signature :****Name :****Title :****董事局決議案核證摘要**

客戶名稱 :

("公司")

於 _____ 年 _____ 月 _____ 日, 本公司董事局在地址 :

召開董事局會議, 期間具備會議所需的合法人數, 並且正式通過以下決議案:

1. 決議通過以公司的名義, 在凱基期貨(香港)有限公司("凱基")開立及運作一個或以上的帳戶("帳戶"), 從而令公司得以使用凱基的期貨及期權交易及有關服務, 該等服務包括但不限於凱基於收到公司不時的請求下代其執行的任何期貨合約和期權合約的買賣、持有及其他交易, 而公司的帳戶及所有該等買賣、持有及其他交易及所有凱基向公司提供的上述服務, 須受以下文件約束: 凱基的期貨及期權交易標準條款、開戶表及其他由凱基不時指明及向客戶知會的額外條款(統稱"期貨交易協議"); 及
2. 決議通過在本會議出示及填妥的期貨交易協議(包括獲授權作為"獲授權代理人"的人士的身份)及授權公司任何董事或任何由公司以決議案或授權書方式授權的其他人士代表公司簽署該期貨交易協議(並在有需要時加蓋公司的印章), 而該期貨交易協議的已簽署正本將須交予凱基。

下述簽署人現證明前述為: (a) 依照公司的章程大綱及細則(或其他憲章性文件)妥善地通過的決議案的真實副本; (b) 已妥善地記錄在公司的會議記錄冊之上; 及(c) 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。

日期: _____ 年 _____ 月 _____ 日

獲公司正式授權的代表**簽署 :****姓名 :****職銜 :**

LETTER OF GUARANTEE

擔保書

Name of Client 客戶名稱:		(the "Client") ("客戶")
Name of Guarantor 擔保人名稱:		(the "Guarantor") ("擔保人")
To: KGI Futures (Hong Kong) Limited ("KGI") 41/F Central Plaza, 18 Harbour Road Wanchai, Hong Kong		致: 凱基期貨(香港)有限公司("凱基") 香港灣仔港灣道十八號 中環廣場四十一樓
From: (Name of Guarantor) _____ 由: (擔保人名稱) (Please complete either (a) or (b) below) (請填寫下面(a) 或 (b) 部份)		(the "Guarantor"), which is ("擔保人"), 為
either (a)	a company established in accordance with the laws of _____ 一間公司根據上述之法律成立	
	with a registered address of _____ 其註冊地址為	
	and a principal place of business of _____ 及其主要業務地點為	
	and a telephone number of _____ and fax number of _____ 電話號碼為 及傳真號碼為	
or (b) 或	an individual residing at _____ 一名個人現居於	
	with a Hong Kong I.D. Card No. / Passport No. of _____ 香港身份證號碼/護照號碼	
	and a telephone number of _____ and fax number of _____ 電話號碼為 及傳真號碼為	
Re: Agreement made between KGI and the Client (the "Agreement") comprising the Account Opening Form and the Standard Terms and Conditions for Futures and Options Trading attached thereto (as may be amended or supplemented by KGI from time to time) 關於凱基與客戶訂立而由開戶表及附於該表格的期貨及期權交易標準(可不時由凱基作出修改或增補)所組成的協議("協議")		
Dear Sirs,		
In consideration of KGI agreeing to provide or continue to provide to the Client futures and options trading and related services pursuant to or under the Agreement (receipt of a copy whereof is hereby acknowledged), the undersigned Guarantor hereby agrees as follows:		
1. 1.Guarantee and Indemnity		
1.1	Guarantee: The Guarantor unconditionally and irrevocably guarantees to KGI that, if for any reason the Client does not pay any sum payable by it under the Agreement, including without limitation all expenses, costs and losses payable thereunder, by the time, on the date and otherwise in the manner specified by KGI, the Guarantor as primary obligor will pay to KGI that sum on demand by KGI provided KGI shall not be under any obligation, whether to the Guarantor, the Client or otherwise, to make any such demand or to make such demand at any particular time.	1.3 Guarantor's Obligations Continuing: The Guarantor's 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 Agreement and KGI has irrevocably received or recovered all sums payable under the Agreement. Furthermore, those obligations of the Guarantor are additional to any other right which KGI may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. The Guarantor irrevocably waives all notices and (except as required by Clause 1.1) demands of any kind.
1.2	Guarantor as Principal Debtor: As between the Guarantor and KGI but without affecting the Client's obligations, the Guarantor shall be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. The Guarantor agrees to pay KGI such sum as may be demanded by KGI whether or not KGI has given the Client the first opportunity to pay and discharge such obligations. Accordingly, the Guarantor shall not be discharged, nor shall its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor including without limitation:	1.4 Avoidance of Payments: The Guarantor shall on demand indemnify KGI against any funding or other cost, loss, expense or liability sustained or incurred by KGI as a result of it 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 it in respect of any sum payable by the Client under the Agreement and shall in any event pay to KGI on demand the amount so refunded by it.
1.2.1	any time, indulgence, concession, waiver or consent at any time given to the Client or any other person,	1.5 Indemnity: As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees that any sum which, although expressed to be payable by the Client under the Agreement, is for any reason (whether or not now existing and whether or not now known or becoming known to any party to the Agreement) not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to KGI on demand.
1.2.2	any amendment or supplement to any clause or provision of the Agreement,	2. Representations and Warranties
1.2.3	the making or absence of any demand on the Client or any other person for payment,	The Guarantor represents and warrants to and for the benefit of KGI as follows:
1.2.4	the enforcement or absence of enforcement of the Agreement or this Guarantee,	2.1 Powers: It has the power to enter into, exercise its rights and perform and comply with its obligations under this Guarantee.
1.2.5	the taking, existence or release of any security interest or other guarantee,	2.2 Authorisation and Consents :All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:
1.2.6	the winding-up, dissolution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or bankruptcy, or	2.2.1 to enable the Guarantor lawfully to enter into, exercise its rights and perform and comply with its obligations under this Guarantee,
1.2.7	the illegality, invalidity or unenforceability of, or any defect in, any provision of this Guarantee or the Agreement or any of the obligations of any of the parties under or in connection with this Guarantee or the Agreement.	2.2.2 to ensure that those obligations are valid, legally binding and enforceable, and
		2.2.3 to ensure that those obligations rank and will at all times rank at least equally and rateably in all respects with all its other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of its winding-up, dissolution or bankruptcy,

have been taken, fulfilled and done.

2.3 Non-Violation etc.: Its entry into and / or performance of or compliance with its obligations under this Guarantee does not and will not violate or exceed any borrowing or other power or restriction granted or imposed by any law to which it is subject or its constitutional documents, or result in the existence of, or oblige it to create, any security over its assets.

2.4 Repetition: 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 Agreement as if repeated then by reference to the then existing circumstances.

3. Interest

Payment of interest: The Guarantor agrees to pay interest to KGI, at the rate of interest applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of KGI's 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 KGI (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

4. Payments

4.1 Payments to be free and clear: All sums payable by the Guarantor 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 Manner of payments: On each date on which any sum is due from the Guarantor it shall make that sum available to KGI, by payment in US\$ or, at KGI's election, in the currency in which the relevant sum would otherwise be payable under the Agreement. Payment shall be made in immediately available funds to such account as KGI may specify.

5. Set-off

The Guarantor authorises KGI and its affiliates to apply (without prior notice) any credit balance (whether or not then due) to which the Guarantor is at any time beneficially entitled on any account at, any sum held to its order by and / or any liability to it of, any office of KGI and its affiliates in or towards satisfaction of any sum then due from it to KGI under this Guarantee and unpaid and, for that purpose, to convert one currency into another. In relation to KGI, an affiliate means an entity directly or indirectly controlling, controlled by or under common control with KGI. For this purpose, "control" of any entity or KGI means ownership of a majority of the voting power of the entity or KGI as the case may be.

6. Transfer

6.1 Guarantor: The Guarantor may not assign or transfer all or part of its obligations under this Guarantee.

6.2 KGI: KGI may assign or transfer all or part of its rights and obligations under this Guarantee with or without notice to the Guarantor. No consent shall be required from the Guarantor to any such assignment or transfer.

6.3 Disclosure of Information: KGI may disclose to an actual or potential assignee, transferee, sub-participant or to any regulatory authority requesting the same, such information about the Guarantor or any other person as KGI may think fit.

擔保書 (中文版本, 只供參考)

敬啟者：

基於凱基同意依據上述協議(謹此聲明擔保人已收受其副本) 向客戶提供或繼續提供期貨及期權交易及有關的服務, 於下方簽署的擔保人現同意以下各點：

1. 擔保及彌償

1.1 擔保：擔保人無條件及不可撤銷地向凱基擔保, 表明如客戶沒有根據協議及時在凱基指定的日期或方式支付任何根據協議應予凱基的款項, 包括但不限於任何開支、成本及損失, 則作為主要責任人, 擔保人將會向凱基支付凱基所要求支付的款項, 但凱基並沒有任何責任(不論是對擔保人、客戶或其他人士)作出任何該等要求或在任何具體時間作出該等要求。

1.2 擔保人作為主要債務人：在擔保人與凱基之間而言(但不影響客戶的責任), 擔保人將會根據本擔保書承擔作為唯一的主要債務人而不是單純作為保證人。擔保人同意向凱基支付任何凱基可能會要求支付的款項(不論凱基有否向客戶給予第一機會支付及解除該項責任)。因此, 如擔保人在作為唯一主要債務人的情況下有任何事物不會令其責任得以解除或其責任受到影響, 則該等事物亦不會解除擔保人的責任或影響其責任, 包括但不限於：

1.2.1 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;

1.2.2 任何對協議條款或條文的修訂或補充;

1.2.3 向客戶或任何其他人士作出任何支付款項的要求或未有作出該等要求;

1.2.4 強制執行或未有強制執行上述協議或本擔保書;

1.2.5 任何保證權益或其他擔保的取得、行使或解除;

1.2.6 客戶或任何其他人士的清盤、解散或破產, 或正在採取任何行動以進行該等清盤、解散或破產; 或

1.2.7 本擔保或上述協議的任何條文或根據或涉及本項擔保或上述協議的任何一方的責任的不合法性、不正確性或未能強制執行或任何缺陷。

1.3 擔保人的持續責任：除非根據上述協議沒有任何款項繼續需要支付及凱基已不可撤銷地取得或討回所有根據上述協議應支付的款項, 否則擔保人根據本項擔保的責任將會以持續保證的方式在現時及將來繼續全面生效。此外, 擔保人所承擔的責任是額外於任何凱基可能擁有及強制執行的其他權利, 並可在無需首先向客戶、任何其他人士或任何保證權益進行追索的情況下而強制執行。擔保人不可撤銷地放棄任何性質的獲取通知及要求的權利(但上述第1.1條所規定者除外)。

7. No Implied Waivers, Remedies Cumulative

No failure on the part of KGI to exercise, and no delay on its part in exercising, any right or remedy under this Guarantee will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that or any other right or remedy. 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).

8. Communications

8.1 Each communication under this Guarantee shall be made by fax, telex or otherwise in writing. The initial contact details of each of the Guarantor and KGI are as listed above.

8.2 Deemed Delivery: Any communication or notice from the Guarantor shall be irrevocable, and shall not be effective until received by KGI. Any communication or notice from KGI to the Guarantor shall be conclusively deemed to be received by the Guarantor.

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. Language

The Guarantor hereby confirms that the Guarantor has received and read the English and Chinese versions of this Guarantee and that the Guarantor understands and accepts the terms set out in this Guarantee. In the event of any discrepancy between the Chinese text and the English text of this Guarantee, the English version shall prevail.

11. Personal Data

11.1 The Guarantor acknowledges and agrees that the Guarantor has read and understood KGI's Personal Information Collection Statement and that the personal data of the Guarantor held by KGI may be used for the purposes stated therein and transferred to the persons mentioned therein, and generally that such Statement shall apply to KGI's treatment of the personal data of the Guarantor.

11.2 The Guarantor understands that as an individual guarantor the Guarantor is entitled, by written request to KGI's Data Protection Officer, to access the personal information held about the Guarantor and, if applicable, to correct any inaccuracies in that information.

11.3 The Guarantor understands that the Guarantor's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Guarantor is entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.

12. Governing Law

This Guarantee and all rights, obligations and liabilities hereunder shall be governed by and construed and may be enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The Guarantor hereby agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

1.4 支付款項的退回：若凱基因任何原因(包括破產、無償債能力、清盤或任何司法區中的類似法律) 須退回全部或部份其客戶根據協議所支付的任何款項, 擔保人須在接獲要求後彌償凱基因此而招致的款項支出或其他費用、損失、開支或其他因此而承擔或招致的債務, 並且無論如何須在接獲要求後向凱基支付凱基一如上述所須退回的任何款項。

1.5 彌償：作為獨立、分開及另外的條款, 擔保人無條件及不可撤銷地同意任何款項(雖然根據上述協議表述為應由客戶所支付) 如因為任何原因(不論該原因現時是否存在或是否現時或將會由上述協議的任何一方所知悉) 而未能根據擔保的理由向擔保人討回, 則有關款項仍無論如何可從擔保人討回, 猶如擔保人是該等款項的唯一主要債務人, 擔保人並須應凱基的要求向凱基支付該等款項。

2. 陳述及保證

擔保人向凱基及為凱基的利益作出以下陳述及保證：

2.1 權力：擔保人有權訂立本擔保, 以及有權力行使其有關權利並且執行及遵守其根據本擔保的責任。

2.2 授權及同意：任何達致以下目的而須採取、滿足及完成的所有行動、條件或事物(包括取得任何所需的同意) 已經被採取、滿足及完成：

2.2.1 令擔保人合法地訂立本擔保及行使其根據本擔保之下的權利並且執行及遵守本擔保的責任；

2.2.2 以確保該些責任是有效的、具法律約束力的及可強制執行的；及

2.2.3 以確保該些責任的級別及在任何時候其級別最少在所有情況下相等於及等同於其所有其他的非擔保債務(但根據法律運作當其清盤、解散或破產時獲優先看待的其他非擔保債務則除外)。

2.3 不違反等：擔保人訂立本擔保及/或履行或遵守本擔保之下的責任, 現時不會及將來亦不會違反或超過根據其受約束的法律或其組成文件所授予或施加的任何借貸或其他權力或限制, 或導致擔保人的資產存在或令擔保人有責任對其資產作出任何保證。

2.4 重複：只要根據協議仍有任何款項需予支付, 此第2條所載的每項陳述及保證在所有方面而言都會是正確和獲得遵守的, 猶如在參照當時的情況下予以重複一樣。

3. 利息

支付利息：擔保人同意如擔保人未能如期償還凱基根據本擔保所要求清還的任何款項, 擔保人將為該筆過期的款項支付利息。有關利息將會由凱基作出有關要求的日期起計, 或如較早的話, 由有關要求所涉及的賠償、損失、成本費用、債務或開支產生的當日起計, 直至凱基收回該等款項為止(在取得裁決之前及之後), 並依照上述協議就過期未付的款項而徵收的利率計算有關利息。

4. 支付

- 4.1 支付款項必須不附帶限制及清楚：擔保人根據本擔保支付的所有款項必須不附帶任何限制或條件，以及不得計及任何扣除或預扣的款項（法律另有規定者除外），不論有關扣除或預扣是否為稅務理由，或由於抵銷或其他原因所作出，以及擔保所支付的任何款項須作出所需的總計以達上述要求
- 4.2 支付方式：在每個到期付款的日子，擔保人須向凱基提供有關的即時可動用款項，以美元或由凱基酌情決定根據上述協議所指定的有關款項的貨幣，將該款項支付入凱基指定的帳戶之內。

5. 抵銷

擔保人授權凱基及其聯屬人在毋須給予事先通知的情況下，將擔保人在凱基及凱基任何聯屬人的帳戶中實益擁有的款項結餘（不論當時是否到期）或將凱基及凱基任何聯屬人須按其指示所持有的任何款項或向其負責的債務動用，藉以支付其根據本擔保所虧欠凱基而仍未付還的款項。為達至該目的，擔保人並且授權凱基將有關款項由一種貨幣轉換成另一種貨幣。聯屬人就凱基而言，指凱基直接或間接擁有的任何實體，任何直接或間接擁有凱基的實體；或任何與凱基一樣直接或間接地由同一擁有人所擁有的實體。就此而言，“擁有”一個實體或凱基指持有該實體或凱基的過半數表決權。

6. 轉讓

- 6.1 擔保人：擔保人不得出讓或轉讓其根據本擔保之下的所有或部份責任。
- 6.2 凱基：凱基可於通知或不通知擔保人的情況下出讓或轉讓凱基根據本擔保之下的所有或部份權利及責任。就任何該等出讓或轉讓而言，凱基毋須取得擔保人的同意。
- 6.3 資料披露：凱基可在其認為適當的情況下，向任何實在的或潛在的承讓人、轉讓人、次級參與者或任何監管機構披露有關擔保人或任何人士的資料。

7. 無隱含的寬免、累積的補救

即使凱基未有或延遲行使根據本擔保之下的任何權利或補救，亦不會構成任何有關這方面的寬免，而任何單獨或部份地行使有關權利或補救的方式，亦不會限制凱基日後行使或進一步行使有關其他的權利或補救。本擔保所述的權利及補救是累積的，並且不會排除任何其他的權利或補救（不論是否由法律所規定）。

8. 通訊

- 8.1 根據本擔保所作出的通訊須由傳真、電郵或書面方式作出。擔保人及凱基各自最初的聯絡資料列出如上。
- 8.2 視作交付：擔保人所作出的通訊或通知將會是不可撤銷的，並且要直至凱基收到後方才生效。任何由凱基作出的通訊或通知將會不可質疑地視作為已由擔保人收受。

9. 部份不生效

本擔保的任何條文如根據任何司法區的法律是不合法、不能生效或無法強制執行的亦不會影響其在任何其他司法區法律之下的合法性、效力或可強制執行性，亦不會影響其他條文的合法性、有效性及可執行性。

10. 語言文字

擔保人確認其已收到及閱讀本擔保的中、英文版本並接納本擔保的條款。如本擔保中、英文版本有任何分歧，概以英文版本為準。

11. 個人資料

- 11.1 擔保人已看過及明白凱基的個人資料收集聲明，擔保人並同意凱基持有關於擔保人的個人資料將被用作該聲明內所列明的用途及轉交至該聲明內所述及的人士。一般而言，該聲明將適用於凱基處理擔保人的個人資料程序中。
- 11.2 擔保人明白其作為個人擔保人是有權向凱基的個人資料保護主任提出書面的請求去查閱被持有關於擔保人的個人資料及（若適用者）要求更改該些資料錯誤的地方。
- 11.3 擔保人明白擔保人的個人資料可被提供予信貸資料服務機構及於欠帳時給予收數公司。擔保人有權要求被通知那些資料的項目是一般性會被披露，及獲提供進一步資料藉此可向有關機構提出查閱及更正的要求。

12. 準據法

本擔保書及所有在其之下的權利、義務及責任將由中華人民共和國香港特別行政區的法律所約束和詮釋，並可依照該等法律被執行。擔保人同意接受中華人民共和國香港特別行政區法院的非獨佔性司法管轄權的約束。

This Guarantee is signed on and dated :

此擔保書的簽署日期為

INDIVIDUAL GUARANTOR 個人擔保人

Signature 簽署

Signed sealed and delivered by

Name 姓名 : _____

CORPORATE GUARANTOR 公司擔保人

EITHER

The Common Seal of _____)
(Name of Company)

Director 董事

the Guarantor, was affixed in the presence of _____)

Director / Secretary 董事 / 秘書

_____)

_____)

a director and _____)

a director / the secretary. _____)

Witness 見證人

公司的法團印章於公司董事及董事/秘書面前蓋上。

Witness Name : _____

見證人姓名

OR

或

(if the Corporate Seal is unavailable)

(若未能蓋上公司的法團印章)

Director 董事

Executed as a Deed by _____)

(Name of Company)

the Guarantor acting by _____)

Director / Secretary 董事 / 秘書

a director and _____)

a director / the secretary in the presence of _____)

Witness 見證人

此擔保書由擔保人的董事及董事/秘書代行以契據形式簽立。

Witness Name : _____

見證人姓名

CERTIFIED EXTRACT OF BOARD RESOLUTION

(CORPORATE GUARANTOR)

Name of Client :		(the "Client")
Name of Guarantor :		(the "Guarantor")
At a Meeting of the Directors of the Guarantor duly convened and held at the address of :		

on the _____ day of _____, at which a quorum was present and acting throughout, the following Resolutions were duly passed by the Board of Directors :		
<ol style="list-style-type: none"> That a guarantee be granted in the name of the Guarantor to KGI Futures (Hong Kong) Limited ("KGI") in relation to the provision by KGI to the Client of futures and options trading and related services pursuant to an agreement made between KGI and the Client (the "Agreement") comprising the Account Opening Form and the Standard Terms and Conditions for Futures and Options Trading attached thereto (as may be amended or supplemented by KGI from time to time) (copy of which said Agreement is attached hereto); and That the letter of guarantee in such form as completed and produced to this Meeting (the "Letter of Guarantee") be and is hereby approved and the common seal of the Guarantor be affixed onto the Letter of Guarantee in the presence of any director and/or the Company Secretary or any authorized person of the Guarantor in accordance with the Memorandum and Articles of Association (or other constitutional documents) of the Guarantor and the signed original thereof be delivered to KGI. 		
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 (or other constitutional documents) of the Guarantor, (b) have been duly recorded in the minutes book of the Guarantor, and (c) remain in full force and effect, no action having been taken to rescind or amend the said Resolutions.		
Dated this _____ day of _____		
DULY AUTHORIZED FOR AND ON BEHALF OF THE GUARANTOR		Signature :
Name :		
Title :		

董事局決議案核證摘要

(公司名義擔保人)

客戶名稱 :		("客戶")
擔保人名稱 :		("擔保人")
於 _____ 年 _____ 月 _____ 日, 擔保人董事局在地址 :		

召開董事局會議, 期間具備會議所需的合法人數, 並且正式通過以下決議案:		
<ol style="list-style-type: none"> 決議通過就凱基期貨(香港)有限公司("凱基")根據凱基與客戶所訂立而由開戶表及附於該表格的期貨及期權交易標準條款(可不時由凱基作出修改或增補)所組成的協議("協議")(現已夾附該協議的副本)向客戶提供的期貨及期權交易及有關的服務, 以擔保人的名義向凱基發出一份擔保書; 及 決議通過在本會議出示的已填妥的擔保書("擔保書"), 及在擔保人的任何董事及/或公司秘書或任何獲授權的代表人在場並按照擔保人的公司章程大綱及細則(或其他憲章性文件)的情況下, 將擔保人的印章蓋於擔保書上, 及在簽妥後將其正本交予凱基。 		
下述簽署人現證明前述為: (a) 依照擔保人的公司章程大綱及細則(或其他憲章性文件)妥善地通過的決議案的真實副本; (b) 已妥善地記錄在擔保人的會議記錄冊之上; 及(c) 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。		
日期: _____ 年 _____ 月 _____ 日		
獲擔保人正式授權的代表		簽署 :
姓名 :		
職銜 :		

KGI Futures (Hong Kong) Limited
Corporate Account (Futures/Options)
Additional Client Information Statement
凱基期貨（香港）有限公司
公司帳戶（期貨/期權）— 附加客戶資料表

1 Name of Client 客戶名稱：					
2 The beneficial owner(s)* in relation to the Client is/are 客戶的實益擁有人* (Please attach additional sheets if necessary.若有需要請加上附頁。)：					
(a)	Name 姓名	Nationality 國籍	Date of Birth 出生日期	Passport/ID No. 護照/身份證號碼	
	Tel. and/or Fax No(s). 電話及/或傳真號碼		Residential Address 住宅地址：		
	Permanent Address (if different from Residential Address)永久地址（如與住宅地址不同）：				
(b)	Name 姓名	Nationality 國籍	Date of Birth 出生日期	Passport/ID No. 護照/身份證號碼	
	Tel. and/or Fax No(s). 電話及/或傳真號碼		Residential Address 住宅地址：		
	Permanent Address (if different from Residential Address)永久地址（如與住宅地址不同）：				
(c)	Is the Client acting on behalf of another person 客戶是否代表另一人行事？ <input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是 (Please provide details of such other person.)(請提供該另一人之詳情)：				

3 Source of Funds/Wealth 資金/財富來源：

The Client acknowledges that the information contained in this Additional Client Information Statement is true and correct. KGI is entitled to rely fully on such information and representations for all purposes, unless KGI receives notice in writing of any relevant change. KGI is authorized at any time to contact anyone for the purpose of verifying the information provided on this Statement. A copy of KGI's Personal Information Collection Statement is available upon request by the Client.

客戶同意本附加客戶資料表的資料均屬真實及正確。除非凱基收到任何有關資料改變的書面通知，凱基完全可以依靠這些資料及陳述作任何目的。客戶授權凱基可在任何時間聯絡任何人，藉以確定及查證本附加客戶資料表內的資料。客戶可隨時索閱凱基的個人資料收集聲明副本。

Client Signature(s) with company chop 客戶簽署並蓋章：

Authorized signatory's name(s) and title(s)：

客戶簽署代表人姓名及職銜：

Date (mm/dd/yy) 日期 (月/日/年)：

**A beneficial owner in relation to the Client (i) means an individual who (A) owns or controls, directly or indirectly, including through a trust or bearer share holding, not less than 10% of the issued share capital of the Client; (B) is directly or indirectly, entitled to exercise or control the exercise of not less than 10% of the voting rights at general meetings of the Client; or (C) exercises ultimate control over the management of the Client; or (ii) if the Client is acting on behalf of another person, means the other person.*

**實益擁有人，就客戶而言，(i)指符合以下說明的個人：(A)直接或間接地擁有或控制（包括透過信託或持票人股份持有）客戶已發行股本的不少於10%；(B)直接或間接地有權行使在客戶的成員大會上的投票權的不少於10%，或支配該比重的投票權的行使；或(C)行使對客戶的管理最終的控制權；或(ii)（如客戶是代表另一人行事）指該另一人。*

(1204)