



華晉證券資產管理有限公司
China Rise Securities Asset Management Co. Limited

ACCOUNT OPENING FORM – CORPORATE ACCOUNT

開戶申請書 – 公司帳戶

Account type 賬戶類別

	Investment account 投資戶口	Offline 離線交易#	Online 網上交易	Account No. 帳戶號碼
China Rise Securities Asset Management Company Limited 華晉證券資產 管理有限公司	Cash 現金帳戶	<input type="checkbox"/>	<input type="checkbox"/>	
	Margin 保證金帳戶	<input type="checkbox"/>	<input type="checkbox"/>	
	Stock Options 股票期權帳戶	<input type="checkbox"/>	<input type="checkbox"/>	

Offline account is for phone - in trading only 離線交易戶口只限電話落盤

Account Opening Form – Corporate Account

開戶申請書 - 公司帳戶

1. Company Information 公司資料	
Name of Company (in English) 公司名稱(英文)	
Name of Company (in Chinese) 公司名稱(中文)	
Address of Registered Office in Country of Incorporation 成立國家之註冊地址	
Business Address (if different from above) 辦事處地址 (如非相同)	
Business Registration No. in Hong Kong 香港商業登記號碼	Certificate of Incorporation No. 註冊成立證書號碼
Date and Country of Incorporation 註冊日期及國家	Nature of Business 業務性質
Business Phone No. 辦事處電話	Phone No. of Contact Person 聯絡人電話
Email Address 電郵地址 (Mandatory for electronic trading 電子交易必須填寫)	Facsimile No. 傳真號碼
<input type="checkbox"/> Client consent to receive “Password” by E-mail for electronic trading (if applicable) 客戶同意經電郵收取“密碼”用作電子交易(如適用) (Note 備註: Client’s Authorization for Password Delivery as per <u>ANNEX 3</u> 就客戶之密碼傳遞授權請參閱附件三)	
Communication Method (for Notices and receipt of e-Statements etc) 通訊方式(用作發送通合及收取電子結單) <input type="checkbox"/> By E-mail 經電郵傳遞 (including receipts of daily & monthly statements) (包括收取日結單及月結單) <input type="checkbox"/> By Post to Residential Address 郵寄至住宅地址 _____ <input type="checkbox"/> By Post to Business Address 郵寄至公司地址 _____	
2. Corporate Structure 公司結構	
Particular of major shareholders whose shareholding is 10% or above (Not applicable to Publicly Listed Companies) 持有百分之十或以上股權的主要股東資料(上市公司除外)	
Name(s) of Shareholder(s) 股東名稱	Address 地址
1. _____	_____ %
2. _____	_____ %
3. _____	_____ %
Particulars of Directors of the Company 公司董事資料	
Name(s) of Director(s) 董事名稱	Address 地址
1. _____	_____
2. _____	_____
3. _____	_____
(If there is insufficient space to complete, please continue on a separate sheet. 如空位不敷應用，請另加紙填寫。)	

3. Disclosure of Identity 相關身份披露

a) Is any of the above-mentioned shareholders/directors of the Client, the Client's authorized persons, the person ultimately responsible for giving instructions for the Account(s) or the ultimate beneficial owner(s) of the Account(s) (in each case, a "Relevant Person"), a director, an employee or a representative of any intermediary under the Securities and Futures Ordinance?

客戶上述的任何股東/董事、客戶的獲授權人、最終負責就帳戶發出指示的人士或帳戶最終實益擁有人(統稱為「相關人士」)是否為《證券及期貨條例》之下任何中介人的董事、僱員或代表?

No 否

Yes*, please provide name of the Relevant Person 是*, 請列出相關人士的名稱 _____

Name of the intermediary 中介人名稱: _____

Position held at intermediary 在中介人通擔任的職位: _____

*Please attach a consent letter of account opening from the intermediary. 請附上該中介人發出之開戶同意書。

b) Is any of the above-mentioned shareholders/directors of the Client, the Client's authorized persons, the person ultimately responsible for giving instructions for the Account(s) or the ultimate beneficial owner(s) of the Account(s), a relative of any employee of China Rise Securities Asset Management Co. Limited?

客戶上述的任何股東/董事、客戶的獲授權人、最終負責就帳戶發出指示的人士或帳戶最終實益擁有人是否與華晉證券資產管理有限公司之任何職員有親屬關係?

No 否

c) Any Relevant Person as referred in 5(1) above, his/her spouse, child, or parent, entrusted or has been entrusted with a prominent public function, which includes a head of state, head of government, judicial or military official, senior executive of a state-owned corporation and an important political party official?

如上述 5(1) 所指的任何相關人士、其配偶、子女或父母，是否擔任重要公職，包括國家元首、政府首長、司法或軍事官員、國有企業高級行政人員及重要政黨幹事?

No 否

Yes, please specify 是，請說明 _____

4. Authorized Person(s) 獲授權人

The following person(s) is/are authorized on behalf of the Company to give written and/or oral instructions in relation to the trading of the account: 本公司授權以下人士以書面及/或口頭指示在本帳戶進行交易事宜:

Name (English and Chinese) 名稱(英文及中文)	ID No./Passport No. and Country of Issue 身份證號碼/護照號碼及簽發國家	Contact Number 聯絡電話	Specimen Signature 授權簽名樣本
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

(If there is insufficient space to complete, please continue on a separate sheet. 如空位不敷應用，請另加紙填寫。)

Please attach a Letter of Authorization and an Information Statement of the Authorized Person for each of the Authorized Person(s) mentioned above. 請就上述每位獲授權人附上授權書及獲授權人資料表。

5. Financial Background of the Company 公司財務狀況

Authorized Share Capital (in HK\$) 法定資本(以港幣計算)	_____ shares of authorized 法定股份	HK\$_____港幣/each share 每股
Paid-up Capital (in HK\$) 繳足資本(以港幣計算)	_____ shares of issued 已發行股份	HK\$_____港幣/each share 每股
Net Asset Value (in HK\$) 資產淨值(以港幣計算)	<input type="checkbox"/> <=\$100,000 <input type="checkbox"/> > \$100,000 - \$1,000,000 <input type="checkbox"/> > \$1,000,000 - \$5,000,000 <input type="checkbox"/> > \$5,000,000	

Any Latest Financial Accounts Record provided? 有否提供最近的財務帳目記錄? Yes 有 No 沒有

6. Investment Objective 投資目標			
<input type="checkbox"/> Aggressive 進取 <input type="checkbox"/> Growth 增長 <input type="checkbox"/> Conservative 保守 <input type="checkbox"/> Others (Please specify) 其他 (請註明)_____			
7. Investment Time Horizon 投資年期			
<input type="checkbox"/> < 1 year 年 <input type="checkbox"/> 1-5 years 年 <input type="checkbox"/> 6-10 years 年 <input type="checkbox"/> > 10 years 年			
8. Investment Experience 投資經驗			
Short Sales Trading 沽空交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Securities Trading 證券交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Stock Options 股票期權交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Futures / Options Trading 期貨/期權交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Forex / Commodity Futures Trading 外匯/商品期貨交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Bullion Trading 貴金屬交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Real Estate/Property Investment 房地產/物業投資	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Derivative Warrants 衍生權證交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Callable Bull/Bear Contracts 牛熊證交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Exchange Traded Funds 交易所買賣基金交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Equity Linked Instruments 股票掛鈎票據交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Mutual Funds / Unit Trust 互惠基金/單位信託基金	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Mutual Funds / Unit Trust 互惠基金/單位信託基金	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Fixed Income Securities (e.g.Bonds) 固定收益證券(例如債券)	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
9. Knowledge of Derivative Products 客戶對衍生產品的認識 (please tick as appropriate 請在適當空格加“✓”)			
<input type="checkbox"/> Client DOES NOT WISH to trade any derivative products. 客戶不會買賣任何衍生產品。			
<input type="checkbox"/> Client has executed 5 or more transactions in derivative products in the past 3 years, e.g. Derivative Warrants, Callable Bull/Bear Contracts, Stock Options, Futures & Options, and Exchange Traded Funds adopting synthetic replication, etc. 客戶於過去三年內曾執行 5 次或以上有關衍生產品的交易,例如: 衍生權證、牛熊證、股票期權、期貨及期權、及合成複製策略的交易所買賣基金等。			
<input type="checkbox"/> Authorized Person (“AP”) of the Account had undergone training or attended courses on derivative products. 獲授權人曾接受有關衍生產品的培訓或修讀相關課程。			
<input type="checkbox"/> AP has current or past work experience related to derivative products. 獲授權人現時或過去擁有與衍生產品有關的工作經驗。			
<input type="checkbox"/> AP has read and fully understood the Explanation of Risks Associated with Exchange-Traded Derivative Products provided by China Rise Securities Asset Management Co. Limited and will be willing to accept the risks associated with trading derivative products. 獲授權人已閱讀、明白及接受由華晉證券資產管理有限公司所提供之“就在交易所買賣的衍生產品所附帶的風險說明”，並願意承擔買賣衍生產品所附帶之風險。			
Confirmed & Signed by Client 客戶確認及簽署: _____			
10. Payment Instruction (for fund withdrawal) 付款方式 (用作資金提取)			
Name of Bank 銀行名稱			
Account No. 帳戶號碼		* A/C holder must bear the same name as this trading account 帳戶名稱必須跟本交易戶口持有人相同)	
11. Identity of Person(s) Ultimately Responsible for Originating the Instructions in relation to a Transaction 最終負責發出交易指示人士的身份			
The person who is ultimately responsible for originating the instructions in relation to a transaction is: 最終負責發出交易指示的人士是: _____			
ID/Passport No. and country of issue 身份證/護照號碼及簽發國家: _____			
Residential address 住宅地址: _____			
Occupation (or nature of business) & address 職業(或業務性質)及地址: _____			
Relationship with the person who is ultimately responsible for originating the instructions in relation to a transaction: 與最終負責發出交易指示人士之關係: _____			

12. Identity of Ultimate Beneficial Owner(s) of the Account 帳戶最終實益擁有人的身份

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

將會從交易取得商業或經濟利益及/或承擔其商業或經濟風險之最終實益擁有人之名稱: _____

ID/Passport No. and country of issue 身份證/護照號碼及簽發國家: _____

Residential address 住宅地址: _____

Occupation (or nature of business) & address 職業(或業務性質)及地址: _____

Relationship with ultimate beneficial owner 與最終實益擁有人之關係: _____

13. Disclosure of Group Related Margin Clients *關連保證金客戶聲名*

(for Margin Account Only 只適用於保證金帳戶)

For the purpose of complying with the requirements of Financial Resources Rules ("FRR") in regards to "Group of Related Margin Clients"*, We _____
(A/C No. _____)

hereby declare that:

為符合財政資源規則下有關一組關連保證金客戶*的要求，吾等 _____ (帳戶號碼: _____)特此聲明:

We do not have any related margin account(s) with China Rise Securities Asset Management Co. Limited.

吾等並未於華晉證券資產管理有限公司持有任何關連保證金戶口。

We have the following related margin account(s) with China Rise Securities Asset Management Co. Limited:

吾等於華晉證券資產管理有限公司持有以下關連保證金戶口:

Account No. 帳戶號碼Name 名稱Relationship 關係

*"Group of Related Margin Clients" as defined in FRR means: (a) where it is a group of two margin clients, one is the spouse of the other; (b) where one or more of the margin clients are corporations, one is in control, either alone or with his/her spouse, of 35% or more of the voting rights of that other margin client or each of the other margin clients; or (c) where the margin clients are corporations, they are members of the same group of companies.

財政資源規則所定義的「一組關連保證金客戶是指: (a) 如該組只有 2 名保證金客戶，其中一名保證金客戶是另一名的配偶; (b) 如該等保證金客戶中有一名或多於一名是法團，其中一名保證金客戶單獨或與其配偶控制其餘的一名或每名保證金客戶的 35% 或以上的表決權; 或 (c) 如該等保證金客戶均為法團，該等保證金客戶是同一公司集團的成員。

14. Other Services 其他服務

Real-Time Price Quote Service 港股即時報價服務

Application form and details of the service will be provided to client if necessary. Please note that the service fee will be deducted from your account each calendar month. 如有需要，申請表格及資料會提供與客戶。此服務收費將會每月由閣下戶口中扣除。

15. Declaration, Undertaking, Authorization and Execution 聲明、承諾、授權及執行

I/We declare and acknowledge that: 本人/吾等聲明及確認:

1. I/We confirm that all information written on the Account Opening Form is true, complete and correct, and that your company is entitled to rely fully on such information and representations for all purposes, unless you receive notice in writing of any change. You are authorized at any time to contact anyone, including my banks, brokers or any credit agency, for purposes of verifying the information provided in this application.

本人/吾等確認開戶申請書所載之資料乃真實、完整及正確，除非 貴公司接獲關於任何變更的書面通知，否則 貴公司有權就一切目的全面信賴該等資料及聲明。貴公司獲授權隨時聯絡任何人士，包括本人的銀行、經紀或任何信用調查機構，以查對此申請表所提供之資料。

2. I/We have received from **China Rise Securities Asset Management Co. Limited** the Client Agreement(s) including the Terms and Conditions for trading of securities, Risk Disclosure Statements, Disclaimers, and the Circular to Clients relating to Personal Data (Privacy)

Ordinance in a language of my / our choice, and was/were invited to read, ask questions and take independent advice if I/we wish.

本人/吾等已知悉本人/吾等所選擇的語言的華晉證券資產管理有限公司客戶協議書，內附證券交易之條款及細則、風險披露聲明書、免責聲明及關於個人資料(私隱)條例通告，並已獲邀閱讀、提出問題及尋求獨立意見如本人/吾等有此意願。

3. I/We have read and accepted the terms and conditions of the Agreement(s) relating to trading in securities. I/We confirm my/our understanding of the terms and conditions of the Agreement, the Risk Disclosure Statements as set out in the Agreement(s) and the contents of the Agreement relating to trading in securities and/or futures have been duly explained to me/us in a language that I/we

本人/吾等已詳閱並同意本合約內有關證券買賣的條款及細則。本人/吾等確認本人/吾等明白本合約內的條款及細則，以及本合約中列明的風險披露聲明書，而本合約中有關證券及/或期貨買賣的內容已按本人/吾等明白的語言向本人/吾等解釋清楚。

4. I/We have carefully considered the Risk Disclosure Statements and recognize that trading in securities involves high risks. Considering my/our financial position and investment objectives, I/we confirm that I/we am/are financially able to assume such risks and to sustain any losses resulting from such trading.
本人/吾等已仔細考慮風險披露聲明，並了解進行證券買賣所涉及之高風險。考慮到本人/吾等的財務狀況和投資目標，本人/吾等確認本人/吾等之財政能承擔該等交易帶來之風險及承受其帶來之任何損失。
5. I/We declare that I/we have the necessary power and authority to carry out the Agreement(s) in all aspects without limitation.
本人/吾等聲明本人/吾等擁有所需之能力和權力無限制地去執行本合約的各方面。
6. The natural person signing the Agreement(s) at the place provided for signature of the Client as well as all persons (if any) signing the Agreement(s) purportedly on behalf of the Client jointly and severally warrant that such signatory(ies) has/have full authority to enter into the Agreement on behalf of the Client and that the Agreement shall bind the Client as a corporation in all respect and shall indemnify and hold the Broker harmless from all loss arising out of or in connection with the Agreement in the event of any breach of this warranty.
本合約內在客戶簽署之位置上簽署的人士或所有代表客戶簽署合約的人士，在此共同地和個別地保證該簽署人擁有所需權力去代表客戶簽署本合約，本合約將對公司客戶具約束力，如本保證被違反而經紀因本合約招致損失或遭受與本合約有關的損失，上述簽署人應彌償經紀並使其不受損害。
7. Any of the above mentioned authorized signers is hereby authorized individually, without counter-signature or co-signature to deal with the Broker on behalf of the Client and specifically but without limitation to the following:
任何上述之獲授權簽署者特此個別地獲得授權，在毋須加簽或同簽的情況下，代表客戶透過經紀進行交易，具體地包括但不限於下列各項：
- to buy, sell or otherwise through the Broker deal in securities on margin or otherwise (including short selling) options and commodities; 以保證金或其他方式(包括賣空)買賣證券或透過經紀以其他方式進行證券交易；
 - to receive on behalf of the Client demands, notices, confirmations, reports, statements of accounts and communications of every kind; 代表客戶收取各種要求書、通知、確認書、報告、帳戶結單和通訊；
 - to receive on behalf of the Client money, securities and property of every kind, and to dispose of the same; 代表客戶收取和變賣款項、股票和任何財物；
 - to make on behalf of the Client any agreement relating to any of the foregoing matters and to terminate or modify the same or waive any of the provisions thereof; and 代表客戶就上述任何事宜作出任何協議，終止或修改該協議或免除其任何條款；及
 - generally to deal with the Broker on behalf of the Client. 代表客戶一般地與經紀進行交易。
8. [For Margin Account] I/We have read and understood the content of the Authorization for Client Securities (as per ANNEX 1), i.e. the “Standing Authority” for Margin Account and am/are aware of the relevant risks in providing you with such authority. I/We understand that such authority will be renewed annually under the regulatory requirement and agree to be bound by its terms.
[適用於保證金帳戶] 本人/吾等已閱讀及明白於附件一之「客戶證券授權書」的內容，即就保證金帳戶作出的“常設授權”，同時亦了解其相關的風險就所作出的授權。本人/吾等明白此授權會按照監管要求下每年續期，並同意接受該授權書內的條款所約束。
9. [For multiple accounts] I/We have read and understood the content of the Authorization for Client Money (as per ANNEX 2), i.e. the “Standing Authority” for fund transfers between 2 or more trading accounts. I/We understand that such authority will be renewed annually under the regulatory requirement and agree to be bound by its terms.
[適用於多個帳戶] 本人/吾等已閱讀及明白於附件二之「客戶款項授權書」的內容，即就多個帳戶作出的“常設授權”，以方便客戶於其兩個或以上的交易帳戶內作資金調配。本人/吾等明白此授權會按照監管要求下每年續期，並同意接受該授權書內的條款所約束。
10. [For Electronic Trading] I/We have requested and authorized China Rise to generate and (if applicable) re-generate and deliver my/our password(s) for electronic trading by way of email to me/us at my/our email address(es) provided in the account application. I/We have read and understood, and agree to, the content of the Authorization for Password Delivery by E-mail (as per ANNEX 3). I/We have sought, or have had the opportunity to seek, independent legal advice concerning the content and effect of such authorization, and agree to solely bear the risks associated with.
[適用於電子交易] 本人/吾等已要求和授權華晉發出及重發(如適用)本人/吾等之網上交易密碼，及利用電郵傳遞往本人/吾等於開戶申請表上所提供之一個或多個電郵地址。本人/吾等已閱讀及完全明白及同意於附件三之「經電郵傳遞交易密碼授權書」之內容，及就該授權之內容及效力，已尋求或已有機會尋求獨立法律意見，並同意獨自承擔所選擇收取密碼的方式之關連風險。
11. I/We understand and agree that the provisions of the Terms and Conditions of the Agreement(s) and the Personal Data (Privacy) Ordinance Circular may be amended, supplemented or revised from time to time by the Broker by way of notice and I/we recognize that I/we may at any time ask for a copy of each of the up-to-date Agreement(s) and Personal Data (Privacy) Ordinance Circular for perusal.
本人/吾等明白和同意，本合約的條款及細則和個人資料(私隱)條例通告可被經紀不時以通知方式作出變更、補充或修改，本人/吾等明瞭本人/吾等可隨時索取一份經過更新的本合約和個人資料(私隱)條例通告。
12. I/We acknowledge and confirm that I/we must (i) observe any possible tax consequences and (ii) comply with any legal requirements and foreign exchange restrictions or exchange control requirements which might be applicable under the laws of the countries of my/our incorporation, citizenship, residence and/or domicile and which might be relevant to the purchase, holding or disposal of securities.
本人/吾等知悉及確認本人/吾等必須遵守本人/吾等登記註冊國、國籍國、居住國及/或居籍國的法律之下可能適用的與購買、持有或沽售證券的資產相關的 (i) 可能產生的任何稅務後果及 (ii) 法律規定及外匯限制或管制規定。

Name of Company 公司名稱 _____ Was hereto affixed pursuant to its board resolution a certified true copy of which is attached hereto 已依據其董事會決議在此附上已經核證為真實的副本 Name of Authorized Signatory 獲授權人名稱 _____ _____	_____ Authorized Signature(s) with Company Chop 獲授權簽名及公司印章
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in the presence of 見證人: _____ Name of Witness# 見證人名稱# _____ Profession/Occupation 專業/職業 _____ Name of Company 公司名稱 _____ Company Address 公司地址 _____ Acknowledged and Accepted by China Rise Securities Asset Management Co. Limited 經由華晉證券資產管理有限公司承認及接納	_____ Signature of Witness 見證人簽署 _____ Authorized Signature(s) 獲授權簽署
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Date 日期: _____ day (日) of _____ month (月) of _____ year (年)

Witness should be a licensed or registered person, an affiliate of a licensed or registered person, a Justice of the Peace, or a professional person such as a branch manager of a bank, certified public accountant, lawyer, notary public, or an officer of an embassy, consulate or high commission of the country of issue of documentary verification of identity. 見證人應為持牌或註冊人士、持牌或註冊人士的聯繫人士、太平紳士或專業人士,例如銀行分行經理、執業會計師、律師、公證人,或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。

Declaration by Licensed Representative 持牌代表聲明

I have provided the Risk Disclosure Statements for dealing in **securities and/or futures** and fully explained the contents of the relevant risk disclosure statements (including the **Explanation of Risks Associated with Exchange-Traded Derivative Products** – applicable to Securities Account) to _____ (Name of client(s)) at 10th Floor, Island Place Tower, 510 King's Road, North Point, Hong Kong / _____ / (address where the explanation took place) / through a recording-telephone in a language which the client fully understands and have invited the client to read the risk disclosure statements, ask questions and take independent advice if the client so wishes.

本人已於香港北角英皇道 510 號港運大廈 10 樓 / _____ / (進行解釋的地址) / 透過電話錄音,按客戶明白的語言向 _____ (客戶名稱)就買賣證券及/或期貨提供風險披露聲明書及全面解釋風險披露聲明(包括)就在交易所買賣的衍生產品所附帶的風險說明-適用於證券帳戶的內容,並已邀請客戶閱讀該風險披露聲明書,提出問題及尋求獨立意見(如客戶有此意願)。

Signed by licensed representative 持牌代表簽署

CE Number 中央編號

Name if licensed representative (in block letters)持牌代表名稱(正楷)

Date 日期

Certified Extract of Board Resolution

Name of Company: _____ (the “Company”)

Registered Office: _____

Business Address: _____

To: [China Rise Securities Asset Management Co. Limited]* (each as “China Rise”)

At a Meeting of the Directors of the Company duly convened and held at _____
_____ on the _____ day of _____, notice of which was duly given to the
Directors of the Company and at which a quorum was present and acting throughout, the following Resolutions were duly passed and are now in full
force and effect.-

1. That any _____ Director(s) and/or _____ be and are hereby authorized and empowered on behalf of the Company to open any securities dealing account(s) (the “Account(s)”) with China Rise and to give China Rise such instruction and/or to sign any document and/or to do any act or thing as may be necessary or expedient for the operation and maintenance of such Account(s) and, in particular, but without prejudice to the generality of the foregoing, such persons be and are hereby empowered on behalf of the Company to authorize and approve any transaction in securities; to give written or oral instructions to China Rise with respect to any such transactions or any matter concerning the Company's Account(s); to bind the Company in the carrying out of any contract, arrangement or transactions which shall be entered into by any such person on behalf of the Company with or through China Rise; to pay by cheque or draft drawn upon the funds of the Company or by any other means such sums as may be necessary in connection with any of the Company's Accounts; to deliver securities to China Rise; upon presentation of written instruction, to order the transfer or delivery thereof to any other person, and to order the transfer of the securities to any name selected by any such person; to affix the Company's Common Seal to any instruments, documents or agreements, including, without limitation to, any charge on shares and similar securities and which may at any time or from time to time require to be executed by the Company in favour of China Rise as security for the Company's obligations and liabilities to China Rise or otherwise; to charge any shares or similar securities to China Rise or to pledge the certificates or title deeds therefore to China Rise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to withdraw from any securities and funds that may from time to time be carried by China Rise for the account of the Company; to sign for the Company releases, powers of attorney and other instruments or documents in connection with any of the Company's Accounts and to agree to any terms or conditions to control any such Account; upon presentation of written instruction, to direct China Rise to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said person or persons is hereby authorized or empowered to do; and generally to do and/or take any and all action necessary in connection with any of the Company's Account(s) or considered desirable by such persons in connection therewith.
2. That China Rise be supplied immediately with an up-to-date copy of the Company's Memorandum and Articles of Association and/or other constitutional documents, as applicable and with a copy of each amending Resolution of the shareholders or the Directors (as the case may be) as soon as the same has been passed.
3. That China Rise be supplied immediately with a list of the names and specimen signatures of the Directors and any other person(s) authorized by Resolution in clause 1 above to sign and act on behalf of and bind the Company, that China Rise be informed forthwith by the Chairman of the Board of Directors of the Company in writing of any changes thereto and that China Rise be and is hereby authorized and entitled to act upon any such information until and subject to the receipt of additional information and/or any variation thereto from the Chairman or other authorized Directors of the Company in writing.
4. That an extract of any Resolution of the shareholders or the Directors (as the case may be) if purporting to be certified as true and complete and in accordance with the constitutional documents of the Company and any and all applicable laws and regulations by the Chairman of the meeting at which such Resolution was passed shall, as between China Rise and the Company, be conclusive evidence of the passing of such Resolution.
5. That an agreement, in the form produced to the Meeting, to be entered into by the Company with China Rise, setting out, inter alia, a mandate letter and the terms and conditions for the opening, maintenance and operation of the Company's securities dealing Account(s) with China Rise, be and is hereby approved, and that such agreement be executed in accordance with Resolution clause 1 above for and on behalf of and so as to bind the Company.
6. That a copy of these Resolutions, certified by the Chairman of the Meeting, be delivered to China Rise and remain in full force and effect subject to any amending Resolutions which may be passed by the shareholders or Directors from time to time, and a copy thereof, certified by the Chairman of the Meeting, shall have been received by China Rise.

I, the undersigned, HEREBY CERTIFY that.-

- (a) the foregoing is a true copy of the Board Resolutions of the Company as entered in the Minute Book of the Company and which were duly passed at a meeting of the Board of Directors of the Company dated _____ (the "Meeting") in accordance with the Memorandum and Articles of Association and/or other constitutional documents, as applicable, of the Company and which are in compliance with any and all applicable legal and regulatory requirements relating to the Company;
- (b) I was present at, and took the chair of the Meeting; and
- (c) the list of names of the Directors and other persons (if any) authorized to open and operate the Account(s) on behalf of the Company, their specimen signatures and (if applicable) the specimen impression of the Company's chop, as supplied to you, are correct and genuine.

Dated the _____ day of _____ (Chairman of the Meeting)

*Please delete as appropriate

董事會決議案核證摘要

公司名稱: _____ (『本公司』)

註冊辦事處: _____

營業地址: _____

致:[華晉證券資產管理有限公司]*(簡稱『華晉』)

於_____年_____月_____日假座_____

正式召開及舉行的本公司董事會會議，本公司董事已正式獲發會議通知書，整個會議期間有足夠法定人數出席及代表出席，以下決議案已獲正式通過，現已全面生效及有效：

1. 現特此批准及授權任何_____名董事及／或_____代表本公司在華晉開立任何證券買賣帳戶（“帳戶”），向華晉發出所需或合適指示及／或簽署任何可能需要或合適的文件及／或作出任何可能需要的行動或事情，藉以操作或維持有關帳戶，但尤其在無損前文所載的一般原則下，有關人士現獲授權代表本公司授權及批准任何證券交易；就有關交易或與本公司帳戶有關的事宜而向華晉發出書面或口頭指示；在執行任何有關人士代表本公司與或透過華晉訂立的任何合約、安排或交易時，對本公司進行約束；以本公司的資金開出的支票或匯票或其他方式支付任何本公司帳戶可能需支付的款項；將證券交付華晉；在提交書面指示後，指示將證券轉讓或交付予任何其他人士，並指示將證券轉移至有關人士選定的任何名下；在任何文書、文件或協議蓋上本公司法團印章，包括（但不限於）可隨時或不時要求本公司以華晉為受益人而簽立作為給予華晉的本公司義務及債務抵押的任何股份及類似證券抵押或其他抵押文件；將任何股份或類似證券抵押予華晉，或將其證明書或所有權契據質押予華晉；背書任何證券，藉以移交該等證券的所有權利；指示出售或行使與任何證券有關的權利；提取華晉在本公司帳戶內不時存有的任何證券及資金；代本公司簽署與本公司任何帳戶有關的解除書、授權書及其他文書或文件，並同意控制任何有關帳戶的條款或條件；在提交書面指示後，指示華晉將任何證券退還予適當代理人或人士，旨在進行交換或轉換或存置於任何保管或類似監管人，或以其他方式存管；接納交付證券；委任一名或多名其他人士作出其獲特此批准或授權作出的任何及所有事情；普遍作出及／或採取任何及一切與任何本公司帳戶有關的必要或該等人士認為就此而言合適的行動。
2. 本公司組織章程大綱及章程細則及／或其他章程文件（如適用）的最新文本，連同股東或董事的各份修訂決議案（視乎情況而定）文本獲通過後，須即時向華晉提供。
3. 立即向華晉提供獲上文決議案第1條授權代表本公司簽署及約束本公司的董事及任何其他人士的名單及簽名式樣；如有變更，本公司董事會主席隨即書面知會華晉；華晉特此獲授權及有權按有關資料行事，直至收到本公司主席或其他獲授權董事的書面附加資料及／或其變更為止。
4. 就華晉與本公司之間而言，股東或董事決議案（視乎情況而定）摘要，倘宣稱經在通過有關決議案的會議上的主席證實真確及完整且符合本公司章程文件及任何及所有適用法規，則是為有關決議案獲得通過的確證。
5. 現特此批准將由本公司與華晉訂立的協議（其格式已提交會議，該協議載列（其中包括）授權書及在華晉開立、維持及運作的本公司證券買賣帳戶條款及條件），並按照上文決議案第1條代替及代表本公司簽立該協議，從而約束本公司。
6. 將有關決議案的文本（經會議主席核證）送交華晉，且保持十足效力及作用，惟股東或董事可經不時通過的決議案進行修訂，經修訂決議案的文本（經會議主席核證）亦須送交華晉。

本人(以下簽署人)謹此證明如下:

- (a) 前文所述是本公司董事會決議案的真實文本，已列入本公司會議記錄簿冊，且已於_____年_____月_____日舉行的本公司董事會會議（「會議」）上，按照本公司組織章程大綱及章程細則及／或其他章程文件（如適用）正式通過，並已符合任何及所有與本公司有關的適用法律及監管規定；
- (b) 本人有出席會議，並出任會議主席；及
- (c) 向貴公司所提供的獲授權代表本公司開立及運作買賣帳戶的董事及其他人士（如有）名單、其各自簽署及（如適用）本公司印章的印記式樣，均屬正確及真確。

日期: _____年_____月_____日

會議主席簽署 _____

*請刪去不適用者

Date:

To: [China Rise Securities Asset Management Co. Limited]*(each as "China Rise")

Re: Letter of Guarantee

I/We, _____ of ID / Passport / CI / BR No. _____,

hereby agree and confirm that I/we will irrevocably and unconditionally undertake and guarantee to China Rise as follows:

- 1) the prompt and punctual payment to China Rise by the Client, _____, of all sums of monies whether of principal, interest or otherwise, due and payable on demand by you;
- 2) if default shall be made by the Client as stated in Clause 1 of the above Board Resolution in payment of any or all the monies owed To China Rise, I/we will as the guarantor, undertake to pay to China Rise any and all the monies owed and all other expenses and costs including but not limited to the interests and legal expenses and cost for enforcing this security;
- 3) I/we will continue to indemnify China Rise against all losses, damages, cost and expenses or otherwise which may be incurred by China Rise as a result of default being made by the Client as stated in Clause 1 of the above Board Resolution.

This guarantee shall be a continuing guarantee and my/our obligations shall not be discharged or released until the whole of the monies shall have been paid in full, notwithstanding any rule of law or equity to the contrary.

The terms and conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong SAR. The parties hereto hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.

Witnessed by:

Signature(s) / Authorized Signature(s)

Signature

Name:

ID/Passport No.:

致: [華晉證券資產管理有限公司]*(簡稱『華晉』)

關於擔保書事宜

本人/吾等 _____, 身份證/護照/註冊證書/商業登記證號碼: _____, 特此同意及確認, 本人/吾等將不可撤銷及無條件向華晉作出如下承諾及擔保:

- 1) 客戶 _____ 應貴公司要求從速及準時將所有到期須付款項 (不論本金、利息或款項) 付予華晉;
- 2) 若客戶不支付上文董事會決議案第 1 條列明所欠華晉的任何或所有款項, 本人/吾等將以擔保人身份承諾向華晉支付任何及所有結欠款項及所有其他支出及費用包括 (但不限於) 利息及法律支出及強制執行是項抵押的費用;
- 3) 本人/吾等將繼續就華晉因客戶不作出上文董事會決議案第 1 條列明的項目所產生的所有損失、損害、費用及支出或其他項目而向華晉作出彌償。

此項擔保是一項持續性擔保, 而本人/吾等的義務將不獲清償或解除, 直至全部款項悉數付清為止, 即使任何法律或衡平法有任何相反規定亦然。

有關條款及條件在各方面均受香港特別行政區法律規管, 並在各方面按其詮釋。本文各方特此接受香港法院的非專屬司法管轄權管轄。

見證人:

簽署/授權簽署

日期:

簽署

姓名:

身份證/護照號碼.:

* Please delete as appropriate 請刪去不適用者

Letter of Authorization

To: China Rise Securities Asset Management Co. Limited*

10th Floor, Island Place Tower, 510 King's Road,

North Point, Hong Kong

Re: Account Name: _____

Account Number: _____ (the "Account")

1. I/We, the undersigned, hereby request and authorize the following person ("Authorized Person") who is not an employee/agent of you as my/our representative and attorney-in-fact for trading or otherwise dealing in **securities whether on margin or otherwise (including short selling)** on behalf of the Account in accordance with such terms and conditions which you may from time to time prescribed for the Account, and at my/our own risk.

Full Name of the Authorized Person: _____

ID/Passport No.: _____

Relationship with the client(s): _____

Licensed person/an employee of a licensed corporation or registered institution with SFC? Yes** No

*** Please attach a consent letter of account opening from the licensed corporation or registered institution.*

2. Without limiting the generality of the powers of the Authorized Person to act for me/us in my/our dealing with you in securities, I/we declare and agree that the Authorized Person shall have the powers to give oral or written instructions in trading or dealing in securities (i.e. placing order) for my/our Account with you. I/We hereby authorize you to accept and act upon the instructions given by the Authorized Person.
3. I/We further declare and agree that generally in all dealings and transactions in securities between me/us and you, the Authorized Person shall have power to act as fully and effectually for all intents and purposes as I/we could do if personally present and acting in the matters and transactions aforesaid and also in such other matters and transactions as may arise in the course of business for all which this shall be a sufficient authority. I/We hereby agree that all instructions given, as understood and acted on by you in good faith, shall be irrevocable and binding on me/us.
4. I/We agree to indemnify and hold you harmless from and to pay you forthwith upon demand of any and all losses in connection therewith, arising from or debit balance due thereon.
5. I/We declare that all acts and matters heretofore done by the Authorized Person for me/us in the Account with you are hereby ratified and confirmed and I/we will ratify all acts and matters which may be hereafter done by the Authorized Person for or on the Account.
6. I/We agree that in the event of my death/our liquidation, the acts of the Authorized Person shall be binding upon my/our executors, administrators or liquidator (as may be appropriate) and all other persons claiming from or under me/us until notice in writing of such death or liquidation shall have been given to you by a party entitled to give such notice.
7. I/We agree that this authorization is in addition to and in no way limits or restricts any rights which you may have under any other agreement(s) between me/us and you, and will ensure and continue in favour of you and your successors, and assigns notwithstanding any change by merger, amalgamation, consolidation or admission or retirement of partners or otherwise which may be made in the constitution of you by which the business may for the time being be carried on.
8. I/We hereby acknowledge that the appointment of the Authorized Person hereunder has been made by me/us out of my/our own free will and as a result of my/our own judgments and deliberations. You shall be under no liability whatsoever in respect of any loss or damage which I/we may suffer or incur as a result of the acts or omissions of the Authorized Person and I/we further agree to be fully responsible for such acts or omissions of the Authorized Person and to keep you fully and effectually indemnified against all losses or damages which you may suffer or incur as result of such acts or omission.
9. I/We agree that you have the right to refuse to act on any instructions given by the Authorized Person if, in your reasonable opinion, there are grounds for doing so.
10. I/We understand and acknowledge that not until you receive the original of this authorization together with a copy of ID or Passport of the Authorized Person, you are not obliged to act on this authorization or carry out any instruction given by the Authorized Person.

Name(s) of Client(s)

Client(s) Signature(s)

1. _____

2. _____

Date: _____

Declaration by Authorized Person

I, _____ (Name and

ID / Passport No.), agree to act as the Authorized Person and to abide by the terms and conditions as mentioned above.

Date: _____

Signature of Authorized Person

Witnessed by:

Name of Witness#

Signature of Witness

Acknowledged and Accepted by

China Rise Securities Asset Management Co. Limited

Authorized Signature

#Witness should be a licensed or registered person, an affiliate of a licensed or registered person, a Justice of the Peace, or a professional person such as a branch manager of a bank, certified public accountant, lawyer or notary public.

* **Please delete as appropriate**

授權書

致: 華晉證券資產管理有限公司*

香港北角英皇道 510 號

港運大廈十樓

關於: 帳戶名稱: _____

帳戶號碼: _____ (「帳戶」)

1. 本人/吾等, 即下述簽署人, 特此要求並授權下述人員(其並非貴公司的僱員/代理人)(「獲授權人」)擔任本人/吾等的代表和代理人, 按照貴公司不時為帳戶規定的條款和條件, 代表帳戶以保證金或其他方式(包括賣空) **進行證券**的買賣或其他交易, 風險由本人/吾等承擔。

獲授權人全名: _____

身份證/護照號碼: _____

與客戶的關係: _____

獲證監會發牌的持牌人士/持牌公司或註冊機構的僱員? 是** 否

** 請附上該持牌公司或註冊機構發出之開戶同意書。

2. 在不限制獲授權人代表本人/吾等與貴公司處理證券事務權力之普遍適用性的同時, 本人/吾等聲明並同意, 獲授權人有權就本人/吾等設於貴公司的帳戶作出買賣或交易證券的口頭或書面指示(即落盤)。本人/吾等特此授權貴公司接受獲授權人作出的指示並依其行事。
3. 本人/吾等進一步聲明並同意, 在本人/吾等與貴公司的一切證券業務和交易中, 就一切用意和目的而言, 獲授權人有權充分地 and 有效地行事, 就如同本人/吾等如果親身在場對前述事務和交易以及業務過程中可能出現的其他事務和交易行事一樣(就所有該等其他事務和交易而言, 本授權構成對獲授權人的一項充分授權)。本人/吾等特此同意, 做出的所有指示, 凡貴公司基於真誠理解並據以行事者, 均不可撤銷且對本人/吾等具約束力。
4. 本人/吾等同意就與該等指示相關、由該等指示或其應付欠額引起的一切損失對貴公司進行彌償, 使貴公司不受損害, 並一俟要求即向貴公司賠付。
5. 本人/吾等聲明, 特此批准和確認獲授權人迄今為本人/吾等而對在貴公司的帳戶做出的一切行為和事宜, 而且, 本人/吾等將批准獲授權人此後可能就帳戶做出的一切行為和事宜。
6. 本人/吾等同意, 倘若本人死亡/吾等清盤, 獲授權人的行為對本人/吾等的遺囑執行人、遺產管理人或清盤人(視情形而定)以及向本人/吾等提出申索或在本人/吾等之下提出申索的任何其他人均具約束力, 直至有權作出通知方將該死亡或清盤事宜以書面通知貴公司之時為止。
7. 本人/吾等同意, 本授權是附加於(而不以任何方式限制或者約束)貴公司於本人/吾等與貴公司之間的任何其他協議之下享有的任何權利的, 並適用於且持續惠及貴公司、貴公司的繼承人及受讓人, 而不論貴公司目前據以開展業務的公司組織透過兼併、整合、合併或合夥人入夥或退夥或其他方式而發生任何變化。
8. 本人/吾等特此確認, 本授權書之下對獲授權人的委任, 乃由本人/吾等基於本人/吾等之自由意志及本人/吾等自身之判斷和慎思作出。貴公司不就本人/吾等因獲授權人的作為或不作為而遭受或發生的任何損失或損害負任何責任。本人/吾等進一步同意對獲授權人的該等作為或不作為負全責, 並全面、有效彌償貴公司可能因該等作為或不作為而遭受或發生的一切損失或損害。

9. 本人/吾等同意，倘若依據貴公司的合理意見認為存有理由，則貴公司有權拒絕按照獲授權人所作的任何指示行事。

10. 本人/吾等明白並確認，在貴公司收到本授權書正本連同獲授權人的身份證或護照複印件之前，貴公司並無義務依據本授權書行事或執行獲授權人作出的任何指示。

客戶姓名

客戶簽署

1. _____

2. _____

日期:_____

獲授權人聲明

本人，_____ (姓名及身份證/護照號碼)，同意擔任獲授權人並恪守上述條款和條件。

日期：_____

獲授權人簽署

見證人：

見證人姓名#

見證人簽署

華晉證券資產管理有限公司*

確認並接受

獲授權代表簽署

見證人應為持牌或註冊人士、持牌或註冊人士的聯繫人士、太平紳士或專業人士，例如銀行分行經理、執業會計師、律師或公證人。

* 請刪去不適用者

Information Statement of Authorized Person (“AP”) 獲授權人資料表

Personal Information 個人資料			
Name of Authorized Person 獲授權人姓名 (English 英文) Mr 先生/Mrs.太太/Miss 小姐		(Chinese 中文)	
Date of Birth 出生日期 Date 日/Month 月/Year 年	Sex 性別	Nationality 國籍	
ID/Passport No. 身份證或護照號碼 (Please enclose copy 請附副本)			
Residential Address 住宅地址			
Contact Tel. No. 聯絡電話號碼	Fax No. 傳真號碼	E-mail address 電郵地址	
Education Level 學歷			
<input type="checkbox"/> Primary 小學	<input type="checkbox"/> Secondary 中學	<input type="checkbox"/> Post-Secondary 預科或大專	<input type="checkbox"/> University or above 大學或以上
Occupation 職業			
<input type="checkbox"/> Employed 受僱	<input type="checkbox"/> Self-employed 自僱	<input type="checkbox"/> Retired 退休	<input type="checkbox"/> Housewife 主婦 <input type="checkbox"/> Others 其他_____
Company Name 公司名稱			
Business Address 公司地址			
Occupation (or Type of Business) 職業或業務性質		Year(s) Employed 任職年期	
Investment Experience 投資經驗			
Short Sales Trading 沽空交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Securities Trading 證券交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Stock Options 股票期權交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Futures / Options Trading 期貨/期權交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Forex / Commodity Futures Trading 外匯/商品期貨交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Bullion Trading 貴金屬交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Real Estate/Property Investment 房地產/物業投資	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Derivative Warrants 衍生權證交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Callable Bull/Bear Contracts 牛熊證交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Exchange Traded Funds 交易所買賣基金交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Equity Linked Instruments 股票掛鈎票據交易	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Mutual Funds / Unit Trust 互惠基金/單位信託基金	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Fixed Income Securities (e.g. Bonds) 固定收益證券(例如債券)	<input type="checkbox"/> Yes 有	year(s)年/	<input type="checkbox"/> No 沒有
Knowledge of Derivative Products 客戶對衍生產品的認識			
<input type="checkbox"/> AP had undergone training or attended courses on derivative products. 獲授權人曾接受有關衍生產品的培訓或修讀相關課程。 <input type="checkbox"/> AP has current or past work experience related to derivative products. 獲授權人現時或過去擁有與衍生產品有關的工作經驗。 <input type="checkbox"/> AP has executed 5 or more transactions in the past 3 years in derivative products, e.g. Derivative Warrants, Callable Bull/Bear Contracts, Stock Options, Futures & Options, and Exchange Traded Funds, etc. <input type="checkbox"/> 獲授權人於過去三年內曾執行 5 次或以上有關衍生產品的交易，例如：衍生權證、牛熊證、股票期權、期貨及期權、及交易所買賣基金等。 <input type="checkbox"/> AP has read and fully understood the Explanation of Risks Associated with Exchange-Traded Derivative Products in the Client Agreement. 獲授權人現確認已閱讀及完全明白客戶協議書內之“就在交易所買賣的衍生產品所附帶的風險說明”。			
Disclosure of Identity 相關身份披露			
Are you (or via a company in which you have ultimate beneficial interests) a client of China Rise Securities Asset Management Co. Limited? 閣下是否華晉證券資產管理有限公司之客戶(或於其他公司戶口擁有最終權益)? <input type="checkbox"/> No 否			
<input type="checkbox"/> Yes, my account number 是，本人客戶號碼為: _____			
Are you acting as an Authorized Person of another client(s) of China Rise Securities Asset Management Co. Limited ? 閣下是否為華晉證券資產管理有限公司其他客戶之獲授權人? <input type="checkbox"/> No 否			
<input type="checkbox"/> Yes, name of client(s) 是，客戶姓名為: _____			
Relationship with the client(s) 與授權客戶關係 _____			
Do you have any beneficial interest in the account(s) of client(s)? 閣下是否在該客戶戶口擁有權益? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否			

To: China Rise Securities Asset Management Company Limited

Authorization for Client Securities

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

This authority covers the securities or securities collateral received or held by you on my/our behalf. Unless otherwise defined, all the terms used in this Authorization shall have the same meanings as defined in the Securities and Futures Ordinance and the Securities and Futures (Client Securities) Rules as amended from time to time.

I/We authorize you to:

1. apply any of my/our securities or securities collateral pursuant to a securities borrowing and lending agreement;
2. deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you; or
3. deposit any of my/our securities collateral with
 - (i) a recognized clearing house; or
 - (ii) another intermediary licensed or registered for dealing in securities,as collateral for the discharge and satisfaction of your settlement obligations and liabilities.

You may do any of these things without giving me/us notice.

You are accountable to me/us for the return of equivalent securities deposited under this authority after full repayment by me/us of all my/our outstanding loans under the facility.

I/We understand that a third party may have a lien or charge on my/our securities or securities collateral, which you must satisfy before my/our securities or securities collateral can be returned to me/us.

I/We am/are aware that there is risk if I/we provide you with an authority that allows you to apply my/our securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge my/our securities collateral for financial accommodation or deposit my/our securities collateral as collateral for the discharge and satisfaction of your settlement obligations and liabilities.

I/We acknowledge and agree that the authority shall be valid for a period of not more than 12 months and will expire at the end of not more than 12 months from the approval date of the account opening. I/We understand that the authority shall be deemed to be renewed for subsequent periods of not more than 12 months on a continuing basis without my/our written consent if you give me/us a written reminder at least 14 days prior to the expiry date and I/we do not object to such deemed renewal before the expiry date. I/We understand that I/we may revoke this authority by giving you at least five trading days' prior written notice. However, you may, in your absolute discretion, treat the revocation notice as having immediate effect upon your receipt.

In the event of any discrepancy between the English and Chinese version of this Authorization, I/we agree that the English version shall prevail.

I/We have read and understood the contents of this Authorization and agree to be bound by its terms.

附件一
(只適用於保證金帳戶)

致: 華晉證券資產管理有限公司

客戶證券授權書

(根據《證券及期貨(客戶證券)規則》作出的常設授權)

本授權書是關於貴公司代表本人/吾等接收或持有的證券或證券抵押品。除另有說明外,在本授權書內的所有用語應具有經不時修訂的《證券及期貨條例》及《證券及期貨(客戶證券)規則》所定義的相同意思。

本人/吾等授權貴公司:

1. 依據證券借貸協議運用本人/吾等的任何證券或證券抵押品;
2. 將本人/吾等的任何證券抵押品存放於認可的財務機構,作為提供予貴公司的財務通融的抵押品;或
3. 將任何本人/吾等證券抵押品存放於 (i) 一家認可的結算所;或 (ii) 獲發牌或獲註冊進行證券交易的另一中介人,作為貴公司履行交收義務與責任的抵押品。

貴公司可毋須通知本人/吾等而進行上述各項。

當本人/吾等全數償還信貸安排下的所有未清償的貸款後,貴公司須負責向本人/吾等歸還在此授權下存放的相等證券。

本人/吾等明白,本人/吾等的證券或證券抵押品可能受制於第三者之留置權或押記,貴公司必須先行了結有關留置權或押記,方可將本人/吾等的證券或證券抵押品歸還本人/吾等。

本人/吾等知悉,本人/吾等若授權貴公司,准許貴公司依據證券借貸協議運用本人/吾等的任何證券或證券抵押品,或准許貴公司再質押本人/吾等的證券抵押品以取得財務通融,或准許貴公司存放本人/吾等的證券抵押品作為貴公司履行交收義務與責任的抵押品,如此授權是帶有風險的。

本人/吾等確認並同意,此授權有效期為不多於 12 個月,將由開戶申請獲批准後不多於 12 個月結束時屆滿。本人/吾等明白,若貴公司在屆滿日之前至少 14 日給予本人/吾等續期通知書而本人/吾等在屆滿日之前沒有表示反對續期,則此授權將視為毋須本人/吾等書面同意而其後續期不多於 12 個月。本人/吾等明白,本人/吾等可給予貴公司至少五個交易日的預先書面通知,撤銷此授權。但是,貴公司有絕對酌情決定權將撤銷授權通知書視為於貴公司收訖時隨即生效。

若本授權書的英文版本及中文版本在內容上有任何歧異,本人/吾等同意以英文版本為準。

本人/吾等已閱讀及明白本授權書的內容,並同意受本授權書的內容約束。

To: China Rise Securities Asset Management Company Limited (“CRSAMCL”)

Authorization for Client Money

(Standing Authority under the Securities and Futures (Client Money) Rules)

This authority covers monies received or held by you in one or more segregated account(s) on my/our behalf (“Monies”). Unless otherwise defined, all the terms used in this Authorization shall have the same meanings as defined in the Securities and Futures Ordinance and the Securities and Futures (Client Money) Rules as amended from time to time. Segregated account(s) include any account(s) designated as client account(s) established and maintained in Hong Kong in accordance with the Securities and Futures (Client Money) Rules or account(s) designated as client account(s) established and maintained outside Hong Kong.

I/We authorize you to:

1. combine and consolidate any or all segregated accounts of my/our name maintained by you and/or any of your subsidiaries or affiliates from time to time, and transfer any sum of Monies to and between such segregated account(s) to satisfy my/our obligations or liabilities to CRSAMCL, whether such obligations or liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
2. transfer any sum of Monies interchangeably between any of segregated accounts maintained at any time by CRSAMCL in or outside Hong Kong.

You may do any of these things without giving me/us notice.

This authority is given without prejudice to other authorities or rights which you may have in relation to dealing in Monies in the segregated accounts.

I/We acknowledge and agree that the authority shall be valid for a period of not more than 12 months and will expire at the end of not more than 12 months from the approval date of the account opening. I/We understand that the authority shall be deemed to be renewed for subsequent periods of not more than 12 months on a continuing basis without my/our written consent if you give me/us a written reminder at least 14 days prior to the expiry date and I/we do not object to such deemed renewal before the expiry date. I/We understand that I/we may revoke this authority by giving you at least five trading days’ prior written notice. However, you may, in your absolute discretion, treat the revocation notice as having immediate effect upon your receipt.

In the event of any discrepancy between the English and Chinese version of this Authorization, I/we agree that the English version shall prevail. I/We have read and understood the contents of this Authorization and agreed to be bound by its terms.

(Remarks: This authority does not authorize you to transfer Monies between individual accounts and joint accounts. Any such transfer must be separately authorized by all holders of the relevant account to be debited.)

附件二
(適用於多個帳戶)

致: 華晉證券資產管理有限公司(「華晉」)

客戶款項授權書

(根據《證券及期貨(客戶證券)規則》作出的常設授權)

本授權書是關於貴公司代表本人/吾等在一個或多個獨立帳戶內收取或持有的款項(下稱「款項」)。除另有說明外,在本授權書內的所有用語應具有經不時修訂的《證券及期貨條例》及《證券及期貨(客戶證券)規則》所定義的相同意思。獨立帳戶包括根據《證券及期貨(客戶證券)規則》在香港境內開立及維持並指定為客戶帳戶的任何帳戶,或在香港境外開立及維持並指定為客戶帳戶的任何帳戶。

本人/吾等授權貴公司:

1. 組合及合併在貴公司及/或貴公司的任何附屬或相關聯公司不時維持的、以本人/吾等名義開立的任何或全部獨立帳戶,以及將任何數額的款項轉移至該等獨立帳戶或在該等帳戶之間作出轉移,以抵償本人/吾等對華晉的義務或法律責任,不論該等義務或法律責任是確實還是或然的、原有或附帶的、有抵押或無抵押的、共同或各別的;及
2. 在華晉於任何時候在香港境內或境外維持的任何獨立帳戶之間調動任何數額的款項。

貴公司可毋須通知本人/吾等而進行上述各項。

此賦予貴公司的授權並不損害貴公司享有的有關處理獨立帳戶內款項的其他授權或權利。

本人/吾等確認並同意,此授權有效期為不多於 12 個月,將由開戶申請獲批准後不多於 12 個月結束時屆滿。本人/吾等明白,若貴公司在屆滿日之前至少 14 日給予本人/吾等續期通知書而本人/吾等在屆滿日之前沒有表示反對續期,則此授權將視為毋須本人/吾等書面同意而接續地續期,每次續期期間為不多於 12 個月。本人/吾等明白,本人/吾等可給予貴公司至少五個交易日的預先書面通知,撤銷此授權。但是,貴公司有絕對酌情決定權將撤銷授權通知書視為於貴公司收訖時隨即生效。

若本授權書的英文版本及中文版本在內容上有任何歧異,本人/吾等同意以英文版本為準。本人/吾等已閱讀及明白本授權書的內容,並同意受本授權書的內容約束。

(備註: 此授權並不適用於在個人帳戶及聯名帳戶之間轉移款項。)

To: **China Rise Securities Asset Management Co. Limited (“CRSAMCL”)**

Authorization for Password Delivery by E-mail

I/We, the undersigned Applicant/Client, hereby request and authorize CRSAMCL to generate and (if applicable) re-generate and deliver my/our password(s) for electronic trading (“PW”)* by way of email to me/us at my/our email address(es) provided in the Account Application submitted by me/us to CRSAMCL (“specified email address(es)”)**.

I/We acknowledge that there are risks associated with my/our above selected means of receiving the PW and agree to solely bear all such risks, including (without limitation) the risks of transmission error, delay, unauthorized disclosure and unauthorized use in respect of the PW. I/We acknowledge and agree that once a PW is deemed receipt*** by me/us, I/we shall be the only authorized user(s) of such PW. I/We shall be solely responsible for the confidentiality, protection and use of the PW. I/We acknowledge and agree that I/we shall be solely responsible for all instructions/offers placed by using the PW (including all transactions and actions that occur or are taken subsequent to or as a consequence of such instructions/offers) and CRSAMCL shall not have any liability to me/us or any third party for any loss, damages, expense, cost, claim or liability of whatsoever nature, directly or indirectly, arising out of or in connection with any such instruction/offer and/or the handling, inaccurate or incomplete transmission, delay in transmission, loss or loss of confidentiality, of the same. Further, I/we agree at all times on demand to indemnify and keep indemnified CRSAMCL from and against all liabilities costs and expenses of any nature whatsoever reasonably incurred by it arising from or in any way related to its reliance and/or acting on this Authorization (including any email address provided by me/us).

If I/we give an instruction/offer to CRSAMCL outside Hong Kong, I/we agree to ensure and represent that such instruction/offer will have been given in compliance with any applicable law of the relevant jurisdiction from which such instruction/offer is given, and I/we further agree that I/we shall, when in doubt, consult legal and other professional advisers of the relevant jurisdiction. I/We accept that there may be taxes or charges payable to relevant authorities in respect of any instruction/offer given outside Hong Kong, and I/we agree to pay such taxes or charges as applicable. I/We acknowledge that this Authorization will become effective on the date of CRSAMCL’s approval of sending the PW in accordance with the terms hereof, which approval may or may not be given by CRSAMCL in its absolute discretion.

*I/We acknowledge and agree that I/we am/are required, immediately upon receipt, to change each PW to a unique and hard-to-duplicate one.

**This Authorization shall apply to each subsequent request by me/us for regenerating PW and I/we agree that CRSAMCL may send PW to the specified email address(es) and/or such other email address(es) as subsequently notified by me/us to CRSAMCL in accordance with the notice provisions contained in the Client Agreement(s) And Schedules (as amended from time to time)(“Client Agreement(s)”) I/We consent that CRSAMCL may use any or all of the specified email address(es) and/or such other email address(es) subsequently so notified by me/us to CRSAMCL as aforesaid for the purpose(s) contemplated under the Client Agreement(s) (e.g. giving other information, documents or notices to or communicating with me/us).

***I/We acknowledge and agree that each PW shall be deemed to have been received by me/us immediately upon dispatch.

This Authorization shall form part of the Client Agreement(s). In this Authorization, unless otherwise stated in the context hereof, words and expressions defined in the Client Agreement(s) shall have the same meanings herein; and terms in the singular shall include the plural and vice versa. If the undersigned Applicant/Client comprises more than one person, such persons shall be jointly and severally responsible for all liabilities of the undersigned Applicant/Client hereunder. In case of any inconsistency between this Authorization and the Client Agreement(s), insofar as the subject matter hereof is concerned, this Authorization shall prevail but only to the extent of such inconsistency. Should there be any inconsistency between the English and Chinese versions of this Authorization, the English version shall prevail.

I/We fully understand and agree the contents of this Authorization and have sought, or have had the opportunity to seek, independent legal advice concerning the contents and effect of this Authorization.

致：華晉證券資產管理有限公司(「華晉」)

經電郵傳遞交易密碼授權

本人/吾等,乃以下簽署之申請人/客戶,現要求並授權華晉發出及重發(如適用)本人/吾等之網上交易密碼(「密碼」)*及利用電郵傳遞往本人/吾等於本人/吾等交予華晉之開戶申請表上所提供之一個或多個電郵地址(「指定電郵地址」)**。

本人/吾等確認上述所選擇收取密碼的方式有其關連風險,並同意獨自承擔所有該等風險,包括(但不限於)關於密碼之傳輸錯誤、延遲、未獲授權披露及使用之風險。本人/吾等確認並同意一旦密碼被視為已被本人/吾等收取***,本人/吾等即為密碼的唯一獲授權使用者。本人/吾等須對密碼的保密、保護及使用承擔全部責任。本人/吾等承認及同意,本人/吾等須對使用密碼發出的所有指示/要約負全責(包括所有該等指示/要約其後所或因按該等指示/要約而執行或發生之交易及行動),同時,直接或間接由於或關於任何該等指示/要約及/或其處理、不準確或不完整傳輸、延遲傳輸、遺失或失卻保密性而產生之任何損失、損害賠償、費用、支出、申索或責任(不論任何性質),華晉皆不會對本人/吾等或任何第三方負責。再者,本人/吾等同意時刻按華晉要求彌償華晉因或任何情況下相對於其依賴此授權(包括本人/吾等提供之任何電郵地址)及/或據其行事而合理地招致之所有責任、費用及開支(不論任何性質),並確保六福免受損害。

若本人/吾等在香港以外地區向華晉發出任何指示/要約,本人/吾等同意確保及陳述並聲明,該指示/要約將已遵守該指示/要約發出所在的相關司法管轄區的任何適用法律。本人/吾等再進一步同意:本人/吾等有疑問時,會諮詢相關司法管轄區的法律及其他專業顧問。本人/吾等接受在香港以外地區發出的指示/要約,可能需向相關當局支付相關稅項或費用,本人/吾等同意支付該等適用稅項或費用。本人/吾等確認此授權將於華晉批准根據本文條款發出密碼之日生效,而華晉具酌情權予以決定是否作出該批准。

*本人/吾等確認並同意:本人/吾等必須於收到密碼時立即更改密碼使之成為一獨特並難以模仿的密碼。

**此授權將適用於本人/吾等嗣後每次要求重發密碼之要求,及本人/吾等同意:華晉可將密碼傳遞往任何一個或多個或所有指定電郵地址及/或本人/吾等其後按客戶協議及附件(及其/其等不時修訂版)(「客戶協議」)內載的通知條文通知華晉的一個或多個其他電郵地址。本人/吾等同意華晉可使用一個或多個或所有指定聯絡手機號碼及/或本人/吾等其後如上通知華晉的一個或多個電郵地址作客戶協議所預期之一種或多種用途(例如給予本人/吾等其他資料、文件或通知或與本人/吾等通訊)。

***本人/吾等確認並同意在每一個密碼發出時,該密碼將立即被視為已被本人/吾等收取。

此授權將成為客戶協議之一部份。於此授權內,除非本文另有所指,客戶協議內定義之詞語將於此具相同解釋,而凡指單數之詞語,其釋義將包含眾數,反之亦然。若以下簽署之申請人/客戶乃多於一人,該等人士將共同及各別負責以下簽署之申請人/客戶於本文項下之所有責任。倘若客戶協議與此授權有任何不同之處,就本文標的事宜而言,當以此授權為準但只限該不同之處。若此授權之中、英文版本有任何不同之處,當以英文版本為準。

本人/吾等完全明白及同意此授權之內容及就此授權之內容及效力,已尋求或已有機會尋求獨立法律意見。