

Type of Account 帳戶分類:

 Individual 個人 Corporate 公司

Internet Trading Services 網上交易服務

THIS AGREEMENT is made 本協議簽訂日期為 the \_\_\_\_\_ day(日)of \_\_\_\_\_ (月) 20 \_\_\_\_\_ (年)

BETWEEN 協議雙方

(1) FIRST SHANGHAI FUTURES LIMITED, (SFC – CE No. AGK 583) whose registered office is situated at 19/F., Wing On House, 71 Des Voeux Road Central, Hong Kong (the “Broker”); and

(一) 第一上海期貨有限公司 (證券及期貨- 中央編號為 AGK583) 註冊地址為香港中環德輔道中 71 號永安集團大廈 19 樓 (「第一上海」); 及

(2) the party or parties whose name(s), address(es) and description(s) are set out in the Account Opening Information Form below (the “Client”)

(二) 其名字、地址和說明在以下「開戶資料表格」中列出的一方或多方 (「客戶」)

## ACCOUNT OPENING INFORMATION FORM 開戶資料表格

Account No. 帳戶號碼: \_\_\_\_\_

A.E. code

經紀代號: \_\_\_\_\_

## 1. Client Particulars 客戶資料

## 1A. The Client 客戶:

Client's Name (English)

客戶姓名/名稱 (英文) Last Name/Surname \_\_\_\_\_

First Name/Given Name \_\_\_\_\_

Client's Name (Chinese)

客戶姓名/名稱 (中文) 姓氏 \_\_\_\_\_

名字 \_\_\_\_\_

## 1B. For Individual Client 只供個人客戶填寫

Spouse's Name 配偶姓名 \_\_\_\_\_

Gender M / F ID/Passport No. \_\_\_\_\_

Place and Date of Birth DD 日 / MM 月 / YY 年

Nationality

性別 男 / 女 身分證/護照號碼 \_\_\_\_\_

出生地點及日期 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

國籍 \_\_\_\_\_

Name of Employer

僱主名稱 \_\_\_\_\_

Nature of Business

業務性質 \_\_\_\_\_

Position

職位 \_\_\_\_\_

Year(s) of Service

服務年期 \_\_\_\_\_

Business Address

工作地址 \_\_\_\_\_

Annual Incomes 每年收入 (HK\$)  <200,000  200,000-1,000,000  >1,000,000Asset/資產 (HK\$)  <8,000,000  8,000,000-20,000,000  >20,000,000

Source of Incomes/Asset 收入/資產來源 \_\_\_\_\_

Residential Address 住宅地址 \_\_\_\_\_

City 城市\*

Country 國家\*

Post Code 郵政編碼 \_\_\_\_\_

Correspondence Address 通訊地址 \_\_\_\_\_

City 城市\*

Country 國家\*

Post Code 郵政編碼 \_\_\_\_\_

Mobile Tel No. 手機號碼 \_\_\_\_\_

Other Contact No. 其他號碼 \_\_\_\_\_

E-mail Address 電郵地址 \_\_\_\_\_

Fax No. 傳真號碼 \_\_\_\_\_

**1C. For Corporate Client 只供公司客戶填寫**

Date of Incorporation 成立日期 DD 日 / MM 月 / YY 年 \_\_\_\_\_ C.I. No. 註冊編號 \_\_\_\_\_ B.R. No. 商業登記號碼 \_\_\_\_\_

Place of Registration 註冊國家 \_\_\_\_\_ Nature of Business 業務性質 \_\_\_\_\_

Registered Address 註冊地址 \_\_\_\_\_

City 城市\* \_\_\_\_\_ Country 國家\* \_\_\_\_\_ Post Code 郵政編碼 \_\_\_\_\_

Business Address 辦事處地址 \_\_\_\_\_

City 城市\* \_\_\_\_\_ Country 國家\* \_\_\_\_\_ Post Code 郵政編碼 \_\_\_\_\_

Correspondence Address 通訊地址 \_\_\_\_\_

City 城市\* \_\_\_\_\_ Country 國家\* \_\_\_\_\_ Post Code 郵政編碼 \_\_\_\_\_

Tel No. 電話號碼(1) \_\_\_\_\_ Tel No. 電話號碼(2) \_\_\_\_\_

E-mail Address 電郵地址 \_\_\_\_\_ Fax No. 傳真號碼 \_\_\_\_\_

**1D. For intermediaries Corporation 只供中介人公司填寫**

This Account is a 此帳戶是  customer trading account 顧客交易帳戶  proprietary trading account 自營交易帳戶

**Corporate Client Structure 公司客戶結構**

The ultimate beneficial owner(s) of the Corporate Client is/are 公司客戶最終受益人是:

Name 姓名	ID/Passport No. and (if a U.S. Person) US Taxpayer Identification No. ("TIN") 身分證/護照號碼 及 (如美國人) 美國聯邦納稅人識別號碼	Residential Address and Permanent Address (if different) 住宅地址及永久地址(如不同)	% of holding 佔總持股量百分比	US Person? 美國人? Y/N 是/否

Please provide the below information of the ultimate beneficial owner if he/she wholly owns the Corporate Client which does not have day-to-day business or otherwise 如果最終實益擁有人單獨全資擁有公司客戶而公司客戶並沒有日常商業活動或其他，請提供以下最終實益擁有人的資料:

Place and Date of Birth 出生地點及日期 DD 日 / MM 月 / YY 年 \_\_\_\_\_ Nationality 國籍 \_\_\_\_\_ Education 教育程度 \_\_\_\_\_

Name of Employer 僱主名稱 \_\_\_\_\_ Nature of Business 業務性質 \_\_\_\_\_ Position 職位 \_\_\_\_\_

Business Address 工作地址 \_\_\_\_\_

Annual Incomes 每年收入(HK\$)  <200,000  200,000-1,000,000  >1,000,000

Asset/資產 (HK\$)  <8,000,000  8,000,000-20,000,000  >20,000,000

Source of Incomes/Asset 收入/資產來源 \_\_\_\_\_

The registered shareholder(s) of the Corporate Client (if different from the ultimate beneficial owners) who hold(s) 10% or more of the beneficial interest of the Corporate Client is/are 持有超過百分之十公司客戶股權的註冊股東(如與最終受益人不同)是:

Name of registered shareholder(s) 註冊股東名稱	Address 地址	% of holding 佔總持股量 百分比

Particulars of Director(s) of the Corporate Client  
公司客戶之董事資料

Name 姓名	ID/Passport No. 身分證/護照號碼	Address 地址	US Person? 美國人? Y/N 是/否

**Address of Legal Process Service 送達法律程序文件的地址 (Applicable to non Hong Kong Corporate Client 供非香港公司客戶填寫)**

The Corporate Client not being a Hong Kong corporate irrevocably appoints 若果客戶非香港公司，客戶不可撤銷地委任以下收件人\_\_\_\_\_ (Name) of 於下列地址 \_\_\_\_\_ (Address)

as agent for the purpose of accepting service of legal process herein. 作為客戶的代理，目的為接收送達的法律程序文件。

**2. Client's Designated E-Mail Address, Statements, Designated Bank Account 客戶指定電郵地址、帳單、指定銀行戶口**

**A) Please use the following Designated Client E-mail address for the purpose of the Client's receiving confirmations, notices, message, statements(if applicable) or otherwise from the Broker:**

請用以下指定電郵地址作為客戶接收第一上海發出的確認信、通知書、訊息或帳單(如適用)或其他之用:-

Designated Client E-mail Address 指定客戶電郵地址: \_\_\_\_\_

**B) Please dispatch daily / monthly statements in either option (i) or (ii) as below: 請將每日/每月之帳單以下列其中一個方法送遞:**

(i) Electronic format to the above Designated E-mail Address in the following selected character (Free of charge) 電郵帳單以以下選擇的字體送至以上所指定的電郵地址(免費)

繁體

簡體

English

(ii) Hard copy format to the above correspondence address in the following selected character (Monthly service fee policy applies) 郵寄帳單以以下選擇的字體送至以上通訊地址 (服務月費政策已實施)

繁體

簡體

English

C) In case the Client instructs the Broker to transfer money into the bank account of the Client, please transfer the money to the following Designated Bank Account (unless otherwise instructs in writing):

若客戶指示第一上海提取帳戶資金轉給客戶，請將帳戶資金轉往以下的指定銀行戶口（除非另行以書面指示）：

Bank name 銀行名稱	Account No. 戶口號碼 _____
Account Name 戶口名稱	
Bank Address 銀行地址	

**3. Request for the Internet Trading Facility for Derivatives 要求互聯網衍生產品交易帳戶設施**

Does the Client request the Broker to provide the Client with the Internet Trading Facility for the Account?

客戶是否要求第一上海提供互聯網帳戶交易設施？

Yes 是                       No 否

**4. Client Investment Experience 客戶投資經驗**

Investment Experience 投資經驗:     Shares and Debentures 股票及債券     Warrants/Share Options 認股權證/股票期權     Futures 期貨

Year(s) of Investment experience:     Less than 1 year                       1 to 3 years                       More than 3 years  
投資經驗年期                      少於一年                      一年至三年                      三年以上

Investment Objective 投資目的:     Long Term Investment 長期投資     Hedging 對沖                       Speculation 投機

Risk Tolerance 承受風險:             Aggressive 高                       Moderate 中                       Conservative 低

**5. Client's United States Status 客戶之美國身分**

(1) Is the Client or the Client's ultimate beneficial owner a United States Person ("U.S. Person") defined under the Foreign Account Tax Compliance Act ("FATCA") 根據海外帳戶稅收合規法案定義，客戶或其最終受益人是不是美國人？

Yes, U.S. TIN is 美國聯邦納稅人識別號碼是：\_\_\_\_\_                       No 不是

(2) For individual Client, please tick the appropriate box(es) 對於個人客戶，請剔取合適的方格

- Identification of the Client as a U.S. citizen or resident 客戶作為美國公民或居民的身份識別。
- U.S. place of birth 出生地為美國
- U.S. mailing or residence address (including a U.S. post office box) 郵寄或永久地址為美國
- U.S. telephone number 美國電話號碼
- Standing instructions to transfer funds to an account maintained in the United States 常設授權將資金轉至設在美國的帳戶
- Power of attorney or signatory authority granted to a person with a U.S. address 授予擁有美國地址的人士代理權或簽名權
- An "in-care-of" or "hold mail" address that is the sole address 僅提供一個轉交地址或代存郵件地址
- None of the above 以上全部不是

(3) For corporation, is the Client a Non-Participating Foreign Financial Institution (Non-Participating "FFI") defined under FATCA 根據外國帳戶稅務遵守法案定義，法團客戶被定義為不參與之海外金融機構嗎？     Yes 是                       No 不是

(4) If the answer is No in question (3) above, please specify the FATCA status 若果以上第三條的答案為“不是”，請註明在海外帳戶稅收合規法案定的身分：

- registered FFI, GIIN is 已註冊，全球中介人識別碼是\_\_\_\_\_
- certified deemed-compliant FFI 經驗證的視作合規海外金融機構 if registered 如已註冊 GIIN \_\_\_\_\_
- NFFE, if passive NFFE, please go to question (5) NFFE, 如為被動非金融海外機構，請答第五條問題
- other, please specify 其他，請註明：\_\_\_\_\_

(5)  The Client does not have substantial (10% or more ownership) U.S. owner 客戶沒有美國人對客戶作重大控制(百分之十或以上控制權)  
 The Client has substantial U.S. owner (please provide particulars) 客戶有美國人作重大控制 (請提供明細)

\*NFFE refers to Non Financial Foreign Entity

## 6. Client's Relationship to the Broker 客戶與第一上海的關係

The Client declares that (1) the Client and/or its ultimate beneficial owner does not have any relationship with any staff of the Broker or directors of First Shanghai Investments Limited or its subsidiaries; and (2) the Client and/or its ultimate beneficial owner is not an employee of a licensed or registered corporation under the Securities and Futures Commission of Hong Kong, unless otherwise specifies below. 客戶聲明(一) 客戶及其最終受益人與第一上海的職員或第一上海投資有限公司及其附屬公司之任何董事並沒有任何關係; 及 (二) 客戶及其最終受益人不是一間受香港證監會所監管的持牌法團或註冊機構的僱員, 除非以下特別註明。

Please specify the relationship 請註明關係 \_\_\_\_\_

## 7. Client's Related Account 客戶的相關帳戶

The Client agrees to provide information of the following persons who maintain account(s) in the Broker (Related Account):

客戶同意提供以下人士在第一上海的帳戶資料(「相關帳戶」):

(1) Individual Client 個人客戶: (a) Client's spouse 客戶的配偶; (b) the corporation in which the Client and his/her spouse holding 35%(or more) shares 客戶或與其配偶控制 35%(或以上)股權的公司。

(2) Corporate Client 公司客戶:(a) Client's ultimate beneficial owner and his/her spouse if holding 35% (or more) shares of the Client 客戶最終受益人與其配偶, 若控制客戶 35%(或以上)的股權; (b) members of the Client's same group of companies 客戶同一公司集團的成員。

Information of all the Related Account(s) (if any)所有相關帳戶的資料(如有):

Account name(s) 帳戶名稱: \_\_\_\_\_ Relationship 關係: \_\_\_\_\_

Account number(s) 帳戶號碼: \_\_\_\_\_

\*If the Client does not provide the above information, it means that the Client does not have Related Account. 若客戶沒有提供以上資料, 這表示客戶並沒有相關帳戶。

## 8. Declaration 客戶聲明

The Client declares that: 客戶謹此聲明:

- a. Unless otherwise specifies as follows, the Account now opened with the Broker is held in the capacity of Principal; 除非以下所註明, 客戶在第一上海開設帳戶的持有人身份為主事人; Please specify the capacity 請註明身份: \_\_\_\_\_
- b. (只供公司客戶填寫) 客戶帳戶的類別? (For Corporate Client ) What is the Account type?  
 公司帳戶  客戶顧客帳戶  信託/基金戶口帳戶  其他 請註明類別: \_\_\_\_\_  
 Company/House account  Client Account  Trust/Fund Account  Others, please specify: \_\_\_\_\_
- c. The information provided above is true, complete and correct; and 在開戶資料表格內所提供的資料及內容屬真實、完整及正確; 及
- d. The Client will notify the broker immediately of any material changes to the above information 如開戶資料表格內的資料有任何變更, 客戶將會立刻通知第一上海有關的資料變更。
- e. The anticipated level and nature of the activity that is to be undertaken through the relationship (e.g. what the typical transactions are likely to be): 預期透過有關業務關係進行的活動的程度及性質 (例如可能作出的典型交易): \_\_\_\_\_
- f. In case the United States Inland Revenue Service ("US IRS") or FATCA requires or otherwise, the Client hereby gives irrevocable consent to the Broker to report to the US IRS at any time the Client's identification details and the Account information (including but not limited to if applicable, name, address, the U.S. tax identification numbers and the prescribed type of entity, the relevant Account balances, gross amounts of relevant interest incomes, dividend incomes and withdrawals etc. 假若美國稅務服務局(「美國國稅局」)或海外帳戶稅收合規法案需要或其他情況下, 客戶須特此給予不可撤銷的同意予經紀向美國國稅局在任何時候報告客戶身分詳細資料及帳戶資料包括但不限於, 如適用, 姓名, 地址, 美國聯邦納稅人識別號碼(“TIN”)及實體之訂明類型, 有關帳戶餘額, 相關利息收入的總金額, 股息收入及提款等等; and 及
- g. Unless otherwise specifies as follows, the Client or any Client's beneficial owner is not and has not been an individual entrusted with prominent public function ("PFI") or the spouse, partner, child or parent or the child's spouse or partner or close associates of PFI 除非以下所註明, 客戶或其任何實益擁有人現在及以前不是擔任重要公職的人或其配偶、伴侶、子女或父母或其子女的配偶或伴侶或其個人關係密切的人。

Please specify the capacity 請註明身份 \_\_\_\_\_

## 9. Client Account Execution 衍生產品交易帳戶簽署

**Account for derivatives trading 衍生產品交易帳戶:**

**Client Account Agreement and Risk Disclosure Declaration 客戶帳戶協議及風險披露聲明**

**REQUEST AND ACKNOWLEDGEMENT 請求及確認**

Please open a derivatives trading account in the Client's name for the purpose of buying and selling Derivatives. By signing below, the Client hereby declares that the Client has read and understood the Agreement including the Account Opening Information Form, Terms and Conditions contained in the Client Account Agreement and the Risk Disclosure Statements as in the Schedule 1, which have been provided in the Client's language of choice (English or Chinese); and that the Client was invited to read the Risk Disclosure Statements, to ask questions and if the Client wanted, to take independent advice and the Client hereby agrees to be bound by the Agreement including the Terms and Conditions and relevant schedule(s) as the same may be amended from time to time.

客戶請求以客戶名義開設一個衍生產品交易帳戶買賣衍生產品。經以下簽名作實，客戶謹此確認客戶已閱讀過及理解本協議書包括《開戶資料表格》，《客戶帳戶協議》中所列的條款及細則及在附表一的《風險披露聲明》，而《風險披露聲明》乃根據客戶所選擇的語言(中文或英文)提供，且已獲得邀請細閱及進行提問，如客戶有此意願，可就《風險披露聲明》徵求獨立意見，以及客戶謹此同意接受可不時被修改的協議書(包括其標準條款及細則及附表)約束。

the date first above written or  
以上第一個所述日期或

\_\_\_\_\_  
Client Signature / Authorized Signature(s) / Business Chop  
個人客戶簽署 / 公司客戶授權人簽署 / 公司蓋章

\_\_\_\_\_  
Witness Signature 見證人簽署

\_\_\_\_\_  
Name of Witness 見證人姓名

**Declaration Made by a Licensed Representative 持牌代表聲明**

I, the undersigned, have provided the Risk Disclosure Statements in a language of the Client's choice and have fully explained the contents of Risk Disclosure Statements as in the Schedule 1 to the Client. I have invited the Client to read the Risk Disclosure Statements, ask questions and seek independent advice if the Client wishes.

本人為以下簽署者，已經以客戶所選擇能夠明白的語言向客戶完全解釋附表一的《風險披露聲明》的內容及已邀請客戶細閱及進行提問，如客戶有此意願，可就《風險披露聲明》徵求獨立意見。

the date first above written or  
以上第一個所述日期或

\_\_\_\_\_  
Signature of licensed representative 持牌代表簽署

\_\_\_\_\_  
Name of licensed representative 持牌代表姓名

\_\_\_\_\_  
C.E. Number 中央編號

\_\_\_\_\_  
Authorized Signature 第一上海授權代表簽署

\_\_\_\_\_  
Date 日期

day(日)

of (月) 20

(年)

**Documents required for opening of Account for derivatives trading 衍生產品交易帳戶所需文件**

**For Individual/Joint Account 個人/聯名帳戶**

1. Copy of the Hong Kong Identity Card or Passport of each individual account(s) holder. 客戶之身分證副本或護照副本。
  2. Proof of Residential Address(and permanent address if different) 住址(及永久地址，如兩者不同)證明。
- \* Please have all documents signed and marked "Certified True Copy" \* 請將所有文件簽妥及蓋上「經認證副本」印章。

**For Corporate Account 公司帳戶**

1. Minutes of the Meeting of the Board of Directors approving the opening of Account(s) and Authorized Officers to operate the account(s) (see Schedule II)  
通過在本公司開設帳戶及授權代表人進行買賣事宜的會議記錄(見附件二)
2. Memorandum and Articles of Association with all of its subsequent amending resolutions  
公司組織章程大綱及章程細則，及其最後更改的決議案
3. Latest Annual Return with all of its subsequent amending documents or Register of Members and Directors  
公司最新的周年申報表及其最後更改的文件或股東及董事名冊
4. Copy of the Business Registration Certificate (if any)  
公司商業登記證副本(如有)
5. Copy of the Certificate of Incorporation  
公司註冊證書副本
6. Copy of the Hong Kong Identity Card or Passport of the Directors, Authorized Officers to operate the account(s), principal shareholders and all ultimate beneficial owners  
董事，具授權代表人進行證券買賣事宜，主要股東及所有最終實益擁有人的身分證副本或護照副本
7. Organization Chart (if applicable)  
組織架構表(如適用)
8. Latest Audited Financial Statements  
公司最新已審核之財務報告
9. Letter of Guarantee (see Schedule III)  
擔保書(見附件三)
10. Certified true copy of a recent issue of certificate of incumbency certified by a professional third party. (if applicable)  
由專業第三者認證最近簽發的職權證明書(現任職位證明書)的認證副本(如適用)

\* Please have all documents signed and marked "Certified True Copy"  
請將所有文件簽妥及蓋上「經認證副本」印章。

\*\*\* 只供本行使用 \*\*\*

介紹人:
文件查核:
批准:
客戶主任姓名:
與客戶相識年期:

**Schedule 1**

**(A) Risk Disclosure Statements**

The following statements are furnished to the Client in accordance with the Code of Conduct for Persons Registered with the Securities and Futures Commission:-

**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.

**Risks 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 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.

**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. 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

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise 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 options 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 obliged 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 familiarise 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 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 familiarise yourself with applicable rules and attendant risks.

### **(B) The Options Information Statement**

The following statement is furnished to the Client:-

- (a) Contract information:-  
strike price; expiry day; underlying commodity; option type; buy or sell order; opening or closing trade; current quoted price; and order type.
- (b) Underlying commodity:-  
method of delivery or settlement; contract size; calculation of settlement prices.
- (c) Exercise procedures:-  
American or European style exercise;
- (d) Premium:-  
calculation of contract value; settlement of premium.
- (e) Margin:-  
approximate margin requirements; variation adjustment payments; collateral that may be lodged as margin; payment details.
- (f) Transaction costs:-  
Commission Rate; exchange and clearing house fees; exercise fees; and applicable levies.

\*\*\*\*\*

**Declaration Made By the Client**

I/We, the undersigned, hereby acknowledge that the Risk Disclosure Statements were provided in a language of my/our choice (English or Chinese) and I/We was/were invited to read them and given a chance to ask questions. I/We understand that I/we can take independent advice if I/We wish(es) to do so. I/We acknowledge that I/We have read, and am/are aware of and understand the contents of these Risk Disclosure Statements. I/We hereby acknowledge that these Risk Disclosure Statement have been explained to me/us by the below-named licensed representative. I/We, also acknowledge that I/we have read, and am/are aware of and understand the terms set out in this Options Information Statement.

the date first above written on the first page or

\_\_\_\_\_  
Client Signature / Authorized Signature(s) / Business Chop

Name of the Client: \_\_\_\_\_

Name of licensed representative: \_\_\_\_\_

CE Number: \_\_\_\_\_

## 開戶資料表格

### 附表一

#### (甲) 風險披露聲明

下列聲明是根據《證券及期貨事務監察委員會註冊人操守準則》所提供：

##### 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。

##### 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，小心衡量自己是不適合參與該等買賣。

##### 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

你應向替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，將不能迫使你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、釐定公平價格又或評估風險。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風險。

## (乙) 期權資料說明書

下列說明書提供予客戶：

### (a) 合約資料：

行使價、到期日、有關衍生工具、期權種類、買賣盤、開盤或平倉盤，現行報價，以及指令種類。

### (b) 有關衍生工具：

交付或結算方法、合約額；結算價之計算。

### (c) 行使程序：

美式或英式行使；

### (d) 期權金：

合約價值之計算、期權金之結算。

### (e) 保證金：

大約之保證金要求、價格變動調整付款、可存放作為保證金之抵押品、付款詳情。

### (f) 交易成本：

最低佣金、交易所及結算所收費、行使費，以及適用之徵費。

\*\*\*\*\*

## 客戶聲明

本人/吾等為以下簽署者，茲確認本人/吾等已閱讀過根據本人/吾等所選擇的語言(中文或英文)提供予本人/吾等的《風險披露聲明》且已獲取機會進行提問。本人/吾等理解如果本人/吾等有此意願，本人/吾等可尋求獨立意見。本人/吾等確認本人/吾等已經閱讀且注意到並理解《風險披露聲明》的內容。本人/吾等為以下簽署者，茲確認上述的《風險披露聲明》已經由下述的持牌代表對本人/吾等加以解釋。本人/吾等，同時確認本人/吾等已經閱讀且注意到及理解《期權資料聲明》的條款。

以上第一頁首個所述日期或

\_\_\_\_\_  
個人客戶簽署 / 公司客戶授權人簽署 / 公司蓋章

客戶姓名: \_\_\_\_\_

持牌代表姓名 : \_\_\_\_\_

中央編號 : \_\_\_\_\_

**Schedule 2**

**RESOLUTION FOR A LIMITED COMPANY**

**ACCOUNT OPENING**

**TO: FIRST SHANGHAI FUTURES LIMITED**

Extracts from the Minutes of the Meeting of the Board of Directors of

(name of the Company) \_\_\_\_\_ (the "Company") held at

(place) \_\_\_\_\_ on (date) \_\_\_\_\_

at which a quorum was present and which resolutions were duly passed and are now in full force and effect.

It was RESOLVED that:

1. (an) account(s) (the "Account") be opened and maintained in the name of the Company with First Shanghai Futures Limited (the "Broker") for the purpose of holding funds relating to any purchases, sales, holdings and other dealings in Derivatives as the Company may instruct the Broker as its agent to effect from time to time on behalf of the Company and that the Account and all such purchases, sales, holdings and other dealings be effected subject to and in accordance with, wherever applicable, the Terms and Conditions contained in the Client Account Agreement as well as Account Opening Information Form inter alia their appendix, supplements and amendments (the Agreement") to be entered into by the Company with the Broker in connection with the opening of the Account;
2. the Agreement in such form as completed and produced to the Meeting be and are hereby approved and any (number) \_\_\_\_\_ Director(s) and/or \_\_\_\_\_ (name) of the Company be authorized to open the Account with the Broker and to complete and sign for and on behalf of the Company the Agreement and any other account opening documents including but not limited to any form and agreement as required by the Broker from time to time and the signed originals thereof be delivered to the Broker and to affix the Company's Common Seal (if required) to any instruments, documents or agreements;
3. the undermentioned designated persons be hereby authorized and empowered, on behalf of the Company as follows:-

Account Operation Authorized Person(s) (for all instructions)

- (a) any (number) \_\_\_\_\_ of the following persons(s) ("Account Operation Authorized Person") is/are to give the Broker such instructions and/or to do any act or thing as may be necessary or expedient for the operation and maintenance of the Account, to complete and sign all documents and generally to do and take any and all action necessary in connection with the Account (including but not limited to giving any trading instructions and instructions relating to and/or the withdrawals, transfers and other dealings in assets held in the Account) or considered desirable by such persons in connection therewith;

The list of Account Operation Authorized Persons is as follows:

Name	Position	I.D./Passport Number	Specimen Signature



Trading Representative(s) (for trading instructions)

- (b) each of the following person(s) (“Trading Representative”) is/are to place orders and to give all oral or written instructions with respect to any such transactions or any matter concerning the Account and otherwise pursuant to the Agreement and to complete and sign all relevant documents in connection therewith including but not limited to any application form for subscription of shares, placing order forms and placing letters:

Any one of the following Trading Representative(s) acting singly:

Name	Position	I.D./Passport Number	Specimen Signature

I/We certify that the above is a true extract from the minutes of a duly convened and held meeting of the Board of Directors.

(1) _____ Signature	(2) _____ Signature
(1) _____ Name of Director of the Company	(2) _____ Name of Director of the Company
Name of Company: _____	
Date: _____	

## 開戶資料表格

### 附表 2

#### 有限公司決議案

#### 開戶

致： **第一上海期貨有限公司**

摘錄自 (公司名稱) \_\_\_\_\_ (「本公司」) 於 (日期) \_\_\_\_\_ 假座 (地點) \_\_\_\_\_ 舉行的董事會會議的會議紀錄，此會議均有足夠法定人數出席，並正式通過以下已全面實施並生效之決議案。

以下決議經已正式通過：

1. 以本公司的名義於**第一上海期貨有限公司**（「經紀」）開立及維持帳戶（「帳戶」），以持有與本公司可能指示經紀以其代理人身分代表本公司不時進行的任何衍生工具買賣、持有及其他交易有關的資金，並根據及按照（如適用）本公司與經紀將就開立帳戶訂立的客戶帳戶協議以及開戶資料表格包括其附件、補充及變更等（「協議」）所載的條款及條件操作帳戶及進行一切有關買賣、持有及其他交易；
2. 批准有關格式為已填妥及提呈此會議的協議及開戶資料表格，授權任何（人數）\_\_\_\_\_名董事及／或本公司 \_\_\_\_\_（姓名）於經紀開立帳戶及代表本公司完成及簽署協議及其他開戶文件包括但不限於經紀不時要求的任何表格、附件及協定，並將其已簽署之有關正本送交經紀及於任何文據、文件或協議加蓋本公司印章(如需要)；
3. 以下列方式授權及賦權下述指定人士代表本公司：

#### 授權操作帳戶人士 (有關一切指示)

- (a) 任何（人數）\_\_\_\_\_名以下人士（「授權操作帳戶人士」）可向經紀發出就操作或維持帳戶的必要或適切指示，及/或作出任何行為或事情、完成及簽署所有有關於帳戶的文件及一般地作出或採取就帳戶而言屬必要（包括但不限於發出交易指示及關於帳戶所持有資產及／或其提取、轉讓及其他資產處理的指示）或有關人士認為就此而言屬適宜的任何及一切行動；

授權操作帳戶人士列表如下:

獲授權人士之姓名	在本公司之職位	身分證號碼/護照號碼	簽名式樣

交易代表 (有關交易指示)

- (b) 每位以下人士（「交易代表」）將就關於帳戶及以其他方式根據協議進行的任何有關交易或任何事項發出指令及發出一切口頭或書面指示，並就此完成及簽署一切相關文件包括但不限於任何認購股份申請書、配售表格及配售信件：

任何一名以下交易代表可單獨行事：

姓名	在本公司之職位	身分證號碼/護照號碼	簽名式樣

本人／吾等證明上文是正式召開及舉行董事會會議之會議紀錄的真實摘錄。

(1) _____ 簽署	(2) _____ 簽署
(1) _____ 本公司董事姓名	(2) _____ 本公司董事姓名
公司名稱： _____	
日期： _____	

**Schedule 3**

**GUARANTEE LETTER**

To : **FIRST SHANGHAI FUTURES LIMITED** (the “Broker”)

19/F, Wing On House, 71 Des Voeux Road Central, Hong Kong.

Date: \_\_\_\_\_

From: (name) \_\_\_\_\_ (the “Guarantor”)

Address of Guarantor: \_\_\_\_\_

\_\_\_\_\_

1. In consideration of the Broker, at my/our request, making available to (name of Client) \_\_\_\_\_ (the “Client”) derivatives trading account by way of a Client Account Agreement and Account Opening Information Form dated \_\_\_\_\_ (such services hereinafter referred to as the “Facilities”) I/we, the Guarantor irrevocably and unconditionally guarantee the full and punctual payment of all sums payable by the Client to the Broker and undertake that if for any reason the Client shall fail to pay any such sum in accordance with the terms of the said Client Account Agreement and Account Opening Information Form, the Guarantor shall immediately on demand by the Broker unconditionally pay that sum to the Broker.
2. The Guarantor’s liability under this Guarantee shall not be discharged in whole or in part or otherwise be affected in any way by reason of (i) the Broker giving the Client time or any other concession or taking, holding, varying, realizing or not enforcing any other security for the liabilities of the Client under the Facilities, (ii) any legal limitation or incapacity relating to the Client, (iii) the invalidity or unenforceability of the obligations of the Client under the Facilities or (iv) any other act or omission of the Broker or any other circumstances which but for this provision would have discharged the Guarantor from its obligations hereunder. Any monies expressed to be payable by the Client under the Facilities which may not be recoverable from the Client for any foregoing reason shall be recoverable by the Broker from the Guarantor as principal debtor.
3. This Guarantee is a continuing security and shall continue in effect until all sums whatsoever payable by the Client under the Facilities have been paid in full. The Broker may enforce this Guarantee without first making demand on, or taking any proceeding against the Client.
4. The Broker may enforce this Guarantee without first making demand on, or taking any proceeding against the Client.
5. The Guarantor hereby represents and warrants to and undertakes with the Broker that the Guarantor does not hold and will not hereafter, without the prior written consent of the Broker, take or hold on any account whatsoever any security from the Client or any other person for the obligations and liabilities of the Client hereunder, and in the event of the Guarantor now or hereafter taking or holding any such security, whether with or without the consent of the Broker, the Guarantor will hold their right to the same and all amounts at any time received in respect thereof in trust for the Broker and the Guarantor shall forthwith deposit the same and any documents relating thereto with the Broker.
6. No payment to the Broker under this Guarantee pursuant to any judgement or order of any court or otherwise shall operate to discharge the obligations of the Guarantor in respect of which it was made unless and until payment in full shall have been received by the Broker.

7. The Broker may apply any credit balance to which the Guarantor is entitled on any account of the Guarantor with the Broker in or towards satisfaction of any sum then due and payable from the Guarantor hereunder.

8. If any monies paid to the Broker in reduction of the indebtedness under the Facilities have to be repaid by the Broker on the ground of fraudulent preference or on any other ground, the liability of the Guarantor shall be computed as if such monies had never been paid to the Broker at all.

9. The Guarantor hereby represents and warrants to the Broker that it has power to enter into this Guarantee and to perform its obligations hereunder. The Guarantor has read and understood the contents of this Guarantee and has taken independent legal advice as to the effect hereof.

10. The security conferred by this Guarantee is in addition to and not in substitution for and shall not in any way affect or be affected by any other security or guarantee which the Broker may now or hereafter hold or take from the Client or any other person in respect of the Facilities.

11. Save as may be expressly provided herein to the contrary, time shall be of the essence of this Guarantee. No failure or delay on the part of the Broker to exercise any right, power or remedy under this Guarantee shall operate as a waiver thereof nor shall a waiver by the Broker of any particular default by the Guarantor affect or prejudice the right, power or remedy of the Broker in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Broker of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

12. If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Guarantee nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

13. The Guarantor may not assign any of its rights or obligations hereunder. The Broker may assign any of its rights hereunder to a person in favour of whom an assignment has been made under the Facilities.

14. Every notice under this Guarantee shall be in writing and may be given or made by post, facsimile or cable to the Guarantor or the Broker at their respective addresses given above. Every notice shall be deemed to have been received, in the case of a facsimile or cable at the time of despatch and in the case of a letter two days after its posting.

15. In the event of the Guarantor being made up of more than one legal entity, all such legal entities' liabilities and obligations as Guarantor hereunder shall be joint and several.

16. This Guarantee shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Guarantor hereby submits to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESSETH whereof the Guarantor has hereunto executed this Guarantee the day and year first above written.

**INDIVIDUAL GUARANTOR**

SIGNED, SEALED AND DELIVERED by )  
 )  
Name: \_\_\_\_\_ )  
 )  
HKID / Passport No.: \_\_\_\_\_ )  
In the presence of:- ) \_\_\_\_\_  
Signature

Signature of witness : \_\_\_\_\_

Name of witness : \_\_\_\_\_

Passport No./I.D. Card No. of witness : \_\_\_\_\_

**CORPORATE GUARANTOR**

The Common Seal of the Guarantor was )  
 )  
affixed in the presence of \_\_\_\_\_ )  
 )  
\_\_\_\_\_, a director and ) \_\_\_\_\_  
 ) Director  
\_\_\_\_\_, a director / the )  
 )  
secretary ) \_\_\_\_\_  
in the presence of :-  
Director / Secretary

Signature of witness : \_\_\_\_\_  
Name of witness : \_\_\_\_\_  
Passport No./I.D. Card No. of witness : \_\_\_\_\_

開戶資料表格

**附表 3**

**擔保書**

致： **第一上海期貨有限公司**〔“第一上海”〕  
香港中環德輔道中 71 號永安集團大廈 19 樓

日期： \_\_\_\_\_

由： \_\_\_\_\_（「擔保人」）

擔保人地址： \_\_\_\_\_  
\_\_\_\_\_

1. 鑑於第一上海應擔保人要求，於（日期）\_\_\_\_\_ 訂立之客戶戶口協議 及開戶資料表格，向（客戶姓名）\_\_\_\_\_（「該客戶」）提供衍生工具買賣服務（以下稱為「該服務」），擔保人以擔保人身份不可撤回及無條件地擔保，該客戶將全數及準時向第一上海支付該客戶應付之所有款項，並保證倘該客戶由於任何原因無法根據上述之客戶戶口協議 及 開戶資料表格 之條款償還任何有關款項，則擔保人將應第一上海要求即時無條件向第一上海償還有關款項。
2. 此擔保書規定擔保人之全部或部份責任不會由於以下理由而解除或受到影響：(i) 第一上海給予該客戶時間或任何其他寬限，或根據該服務規定沒收、持有、修改、變賣或執行該客戶債務之任何其他抵押，(ii)有關該客戶之任何法律限制或該客戶無力償債，(iii)於該等服務所規定該客戶之責任無效或不能履行，或(iv)第一上海採取或不採取任何其他行動或出現任何其他情況而原可解除此擔保書所規定擔保人之責任（因本條款而不能解除）。第一上海由於上文任何原因未能索取該客戶根據該服務所明確規定該客戶須支付之任何款項，則第一上海可向擔保人作為主要債務人而追收欠款。
3. 此擔保書乃持續擔保並一直維持有效，直至該客戶全數支付該服務規定之任何所有款項為止。
4. 第一上海可執行此擔保書，事前毋須向該客戶提出任何要求或任何訴訟。
5. 擔保人謹此向第一上海聲明、保證並承諾，擔保人目前並無持有，而未經第一上海書面同意，將來亦不會接受或持有該客戶或任何其他人士根據此擔保書作為承擔及債務保證之其他抵押，而倘擔保人目前或日後接受或持有任何有關抵押，則不論是否取得第一上海之書面同意，均須以信託形式代第一上海保持任何時候獲得有關抵押之同等權力及所有款項，並須即時將同等權力及款項連同任何有關文件交予第一上海。
6. 第一上海根據任何裁決或任何法庭或其他令狀，按照此擔保書獲得之款項概不可解除擔保人所作之有關責任，除非及直至第一上海全數收取款項為止。
7. 第一上海可使用擔保人就其任何戶口在第一上海有權獲得之任何信貸結餘，以支付到期及擔保人根據此擔保書應付之任何款項。
8. 倘第一上海由於欺詐性的優惠或任何其他原因而支付用於扣減根據該服務之債務而收取之任何款項，則計算擔保人之債務時，擔保人被視為從來沒有向第一上海償還有關款項而論。
9. 擔保人謹此向第一上海表示並保證擔保人有權訂立此擔保書並履行有關責任。擔保人已細閱並明白此擔保書之內容，並已就其效力尋求獨立法律意見。

10. 此擔保書所賦予之保證乃額外保證，不可代替或以任何形式影響第一上海就該服務而在目前或日後持有或接受該客戶或任何其他人士之任何其他保證或擔保，或受有關保證或擔保影響。
11. 除非此擔保書有明確之相反規定，否則時間對此擔保書極為重要。第一上海在沒有或延遲行使此擔保書之任何部份權利、權力或補償，不可視為放棄有關權利、權力或補償，亦不可視為放棄追究擔保人任何個別失責行為，亦不影響或損害第一上海有關任何其他失責或日後其他同類或不同類之失責行為之權利、權力或補償，且第一上海行使此擔保書任何權利、權力或補償之任何一項或部份並不損害任何其他或進一步行使有關權利、權力或補償之其他部份，亦不損害其行使任何其他權利、權力或補償。
12. 倘此擔保書任何條款之任何條款在任何時間根據任何司法權區法例屬於或成為非法、無效或無法執行，則此擔保書其他條款之合法性、有效性或可執行性，或有關條款根據任何其他司法權區法例之合法性、有效性或可執行性，無論如何均不會受到影響或損害。
13. 擔保人不可轉讓此擔保書之任何權利或責任。第一上海則可根據該服務作出轉讓後，將此擔保書之任何權利轉讓予承讓人。
14. 有關此擔保書之各項通知均須以書面形式送交、郵遞、傳真或發出電報予擔保人或第一上海各自在上文所列之地址。每份通知應在發出傳真或電報時（倘發出當日在收件人所在地並非工作日，則在發出後下一個工作日），或投遞函件後兩日被視為送達。
15. 倘擔保人由超過一個法定團體組成，則全部有關法定團體應共同及個別承擔此擔保書規定之擔保人責任及義務。
16. 此擔保書受香港法例監管並按該等法例詮釋，擔保人謹此不可撤回地接受香港及其他地區法院之裁判。

擔保人於上述日期簽署承認本擔保書。

**個人擔保人**

簽署、蓋印並送交 )  
 )  
 姓名： \_\_\_\_\_ )  
 )  
 香港身份證號碼／護照號碼： )  
 )  
 \_\_\_\_\_ ) \_\_\_\_\_  
 簽署

見證人簽署 : \_\_\_\_\_

見證人姓名 : \_\_\_\_\_

見證人香港身份證號碼／護照號碼 : \_\_\_\_\_



公司擔保人

公司的法團公章於公司 )  
的董事及董事／秘書面前蓋上 )  
) \_\_\_\_\_  
) 董事簽署  
)  
)  
董事姓名： \_\_\_\_\_ )  
)  
)  
董事／秘書姓名： \_\_\_\_\_ ) \_\_\_\_\_  
董事／秘書簽署

見證人簽署 : \_\_\_\_\_

見證人姓名 : \_\_\_\_\_

見證人香港身份證號碼／護照號碼 : \_\_\_\_\_

**Schedule 4**

**Self-Certification Form – Individual**

**(Ref: Inland Revenue Ordinance (Cap.112 of Hong Kong Laws))**

**Account Name:** \_\_\_\_\_

**Account Number(s) in FSSL/FSFL:** \_\_\_\_\_ (“Account”)

**Please fill in Part 1 if it is different to that of the account opening form of the Account.**

**Part 1 Identification of Individual Account Holder of the Account or other accounts (if any)**

(For joint or multiple account holders, complete a separate form for each individual account holder.)

**(1) Name of Account Holder**

Last Name or Surname \* \_\_\_\_\_

First or Given Name \* \_\_\_\_\_

**(2) Hong Kong Identity Card or Passport Number** \_\_\_\_\_

**(3) Current Residence Address**

Line 1 (e.g. Suite, Floor, Building, Street, District) \_\_\_\_\_

Line 2 (City) \* \_\_\_\_\_

Line 3 (e.g. Province, State) \_\_\_\_\_

Country \* \_\_\_\_\_

Post Code/ZIP Code \_\_\_\_\_

**(4) Correspondence Address (Complete if different to the current residence address)**

Line 1 (e.g. Suite, Floor, Building, Street, District) \_\_\_\_\_

Line 2 (City) \_\_\_\_\_

Line 3 (e.g. Province, State) \_\_\_\_\_

Country \_\_\_\_\_

Post Code/ZIP Code \_\_\_\_\_

**(5) Date of Birth\*** (dd/mm/yyyy) \_\_\_\_\_

**(6) Place of Birth (Not compulsory)** \_\_\_\_\_

**Part 2 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent (“TIN”) \***

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the Account Holder is a **resident for tax purposes** and (b) the Account Holder’s TIN for each jurisdiction indicated. Indicate **all** (not restricted to five) jurisdictions of residence.

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number.

If a TIN is unavailable, provide the appropriate reason A, B or C:

**Reason A** – The jurisdiction where the Account Holder is a resident for tax purposes does not issue TINs to its residents.

**Reason B** – The Account Holder is unable to obtain a TIN. Explain why the Account Holder is unable to obtain a TIN if you have selected this reason.

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

Jurisdiction of Residence	TIN	Enter Reason A, B or C if no TIN is available	Explain why the controlling person is unable to obtain a TIN if you have selected Reason B
(1)			
(2)			
(3)			
(4)			
(5)			

**Part 3 Declarations and Signature**

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by FSSL/FSFL for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by FSSL/FSFL to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which I may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

I certify that I am the Account Holder of all the Account and other account(s) to which this form relates.

I undertake to advise FSSL/FSFL of any change in circumstances which affects my tax residency status or causes the information contained herein to become incorrect, and to provide FSSL/FSFL with a suitably updated self-certification form within 30 days of such change in circumstances.

**I declare that the information given and statements made in this form are true, correct and complete.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date(dd/mm/yyyy) \_\_\_\_\_

開戶資料表格

**附表 4**

**自我證明表格 - 個人**

(根據:《稅務條例》(第 112 章)法律條文)

帳戶名稱: \_\_\_\_\_

帳戶號碼: \_\_\_\_\_

如資料與開戶書不同,需填寫第 1 部分

**第 1 部 個人帳戶持有人的身分識辨資料**

(對於聯名帳戶或多人聯名帳戶,每名個人帳戶持有人須分別填寫一份表格)

**(1) 帳戶持有人的姓名**

姓氏 \* \_\_\_\_\_

名字 \* \_\_\_\_\_

**(2) 香港身份證或護照號碼** \_\_\_\_\_

**(3) 現時住址**

第1 行(例如:室、樓層、大廈、街道、地區) \_\_\_\_\_

第2 行(城市) \* \_\_\_\_\_

第3 行(例如:省、州) \_\_\_\_\_

國家 \* \_\_\_\_\_

郵政編碼/郵遞區號碼 \_\_\_\_\_

**(4) 通訊地址(如通訊地址與現時住址不同,填寫此欄)**

第 1 行(例如:室、樓層、大廈、街道、地區) \_\_\_\_\_

第 2 行(城市) \_\_\_\_\_

第 3 行(例如:省、州) \_\_\_\_\_

國家 \_\_\_\_\_

郵政編碼/郵遞區號碼 \_\_\_\_\_

**(5) 出生日期\*** (日/月/年) \_\_\_\_\_

**(6) 出生地點** (可不填寫) \_\_\_\_\_

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

提供以下資料，列明（a）帳戶持有人的居留司法管轄區，亦即帳戶持有人的稅務管轄區（香港包括在內）及（b）該居留司法管轄區發給帳戶持有人的稅務編號。列出**所有**（不限於 5 個）居留司法管轄區。

如帳戶持有人的香港稅務居民，稅務編號是其香港身份證號碼。

如沒有提供稅務編號，必須填寫合適的理由：

**理由 A** - 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

**理由 B** - 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。

**理由 C** - 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

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

## 第 3 部 聲明及簽署

本人知悉及同意，第一上海可根據《稅務條例》（第 112 章）有關交換財務帳戶資料的法律條文，（a）收集本表格所載資料並可備存作自動交換財務帳戶資料用途及（b）把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

本人證明，就與本表格所有相關的帳戶，本人是帳戶持有人。

本人承諾，如情況有所改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知第一上海，並會在情況發生改變後 30 日內，向第一上海提交一份已適當更新的自我證明表格。

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

簽署 \_\_\_\_\_

姓名 \_\_\_\_\_

日期（日/月/年） \_\_\_\_\_

**Schedule 5**

**Self-Certification Form – Entity**

**(Ref: Inland Revenue Ordinance (Cap.112 of Hong Kong Laws))**

**Account Name:** \_\_\_\_\_

**Account Number(s) in FSSL/FSFL:** \_\_\_\_\_ (“Account”)

Please fill in Part 1 if it is different to that of the account opening form of the Account.

**Part 1 Identification of Entity Account Holder of the Account or other accounts (if any)**

(For joint or multiple account holders, complete a separate form for each entity account holder.)

- (1) **Legal Name of Entity or Branch\*** \_\_\_\_\_
- (2) **Jurisdiction of Incorporation or Organisation** \_\_\_\_\_
- (3) **Hong Kong Business Registration Number** \_\_\_\_\_
- (4) **Current Business Address**
- Line 1 (e.g. Suite, Floor, Building, Street, District) \_\_\_\_\_
- Line 2 (City) \* \_\_\_\_\_
- Line 3 (e.g. Province, State) \_\_\_\_\_
- Country\* \_\_\_\_\_
- Post Code/ZIP Code \_\_\_\_\_
- (5) **Correspondence Address** (Complete if different to the current business address)
- Line 1 (e.g. Suite, Floor, Building, Street, District) \_\_\_\_\_
- Line 2 (City) \_\_\_\_\_
- Line 3 (e.g. Province, State) \_\_\_\_\_
- Country \_\_\_\_\_
- Post Code/ZIP Code \_\_\_\_\_

**Part 2 Entity Type**

Tick one of the appropriate boxes and provide the relevant information.

Financial Institution	<input type="checkbox"/> Custodial Institution, Depository Institution or Specified Insurance Company <input type="checkbox"/> Investment Entity, except an investment entity that is managed by another financial institution (e.g. with discretion to manage the entity's assets) and located in a non-participating jurisdiction
Active NFE	<input type="checkbox"/> NFE the stock of which is regularly traded on _____, which is an established securities market <input type="checkbox"/> Related entity of _____, the stock of which is regularly traded on _____, which is an established securities market <input type="checkbox"/> NFE is a governmental entity, an international organization, a central bank, or an entity wholly owned by one or more of the foregoing entities <input type="checkbox"/> Active NFE other than the above (Please specify _____ )
Passive NFE	<input type="checkbox"/> Investment entity that is managed by another financial institution and located in a non-participating jurisdiction <input type="checkbox"/> NFE that is not an active NFE

**Part 3 Controlling Persons (Complete this part if the entity account holder is a passive NFE)**

Indicate the name of all controlling person(s) of the Account Holder in the table below. If no natural person exercises control over an entity which is a legal person, the controlling person will be the individual holding the position of senior managing official.

Complete Self-Certification Form – Controlling Person for each controlling person.

(1)	(5)
(2)	(6)
(3)	(7)
(4)	(8)

**Part 4 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent (“TIN”) \***

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the Account Holder is a **resident for tax purposes** and (b) the Account Holder’s TIN for each jurisdiction indicated. Indicate **all** (not restricted to five) jurisdictions of residence.

If the Account Holder is a tax resident of Hong Kong, the TIN is the Hong Kong Business Registration Number.  
 If the Account Holder is not a tax resident in any jurisdiction (e.g. fiscally transparent), indicate the jurisdiction in which its place of effective management is situated.

If a TIN is unavailable, provide the appropriate reason A, B or C:

- Reason A** – The jurisdiction where the Account Holder is a resident for tax purposes does not issue TINs to its residents.
- Reason B** – The Account Holder is unable to obtain a TIN. Explain why the Account Holder is unable to obtain a TIN if you have selected this reason.
- Reason C** – TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

Jurisdiction of Residence	TIN	Enter Reason A, B or C if no TIN is available	Explain why the controlling person is unable to obtain a TIN if you have selected Reason B
(1)			
(2)			
(3)			
(4)			
(5)			

**Part 5 Declarations and Signature**

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by FSSL/FSFL for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by FSSL/FSFL to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the Account Holder may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

I certify that I am authorized to sign for the Account Holder of all the Account and other account(s) to which this form relates.

I undertake to advise FSSL/FSFL of any change in circumstances which affects the tax residency status of the Entity Account Holder or causes the information contained herein to become incorrect, and to provide FSSL/FSFL with a suitably updated self-certification form within 30 days of such change in circumstances.

***I declare that the information given and statements made in this form are true, correct and complete.***

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Capacity \_\_\_\_\_ (e.g. director or officer of a company, partner of a partnership, trustee of a trust etc.)  
 Date (dd/mm/yyyy) \_\_\_\_\_

開戶資料表格

**附表 5**

**自我證明表格 - 實體**

(根據:《稅務條例》(第 112 章)法律條文)

帳戶名稱: \_\_\_\_\_

帳戶號碼: \_\_\_\_\_

如資料與開戶書不同，需填寫第 1 部分

**第 1 部 實體帳戶持有人的身分識別資料**

(對於聯名帳戶或多人聯名帳戶，每名實體帳戶持有人須分別填寫一份表格)

(1) 實體或分支機構的法定名稱 \* \_\_\_\_\_

(2) 實體成立為法團或設立所在的稅務管轄區 \_\_\_\_\_

(3) 香港商業登記號碼 \_\_\_\_\_

**(4) 現時營業地址**

第 1 行 (例如: 室、樓層、大廈、街道、地區) \_\_\_\_\_

第 2 行 (城市) \* \_\_\_\_\_

第 3 行 (例如: 省、州) \_\_\_\_\_

國家 \* \_\_\_\_\_

郵政編碼/郵遞區號碼 \_\_\_\_\_

**(5) 通訊地址 (如通訊地址與現時營業地址不同，填寫此欄)**

第 1 行 (例如: 室、樓層、大廈、街道、地區) \_\_\_\_\_

第 2 行 (城市) \_\_\_\_\_

第 3 行 (例如: 省、州) \_\_\_\_\_

國家 \_\_\_\_\_

郵政編碼/郵遞區號碼 \_\_\_\_\_

**第 2 部 實體類別**

在其中一個適當的方格內加上√號，並提供有關資料。

財務機構	<input type="checkbox"/> 託管機構、存款機構或指明保險公司 <input type="checkbox"/> 投資實體，但不包括由另一財務機構管理 (例如: 擁有酌情權管理投資實體的資產) 並位於非參與稅務管轄區的投資實體
主動非財務實體	<input type="checkbox"/> 該非財務實體的股票經常在 _____ (一個具規模證券市場) 進行買賣 <input type="checkbox"/> _____ 的有關連實體，該有關連實體的股票經常在 _____ (一個具規模證券市場) 進行買賣 <input type="checkbox"/> 政府實體、國際組織、中央銀行或由前述的實體全權擁有的其他實體 <input type="checkbox"/> 除上述以外的主動非財務實體 (請說明 _____)
被動非財務實體	<input type="checkbox"/> 位於非參與稅務管轄區並由另一財務機構管理的投資實體 <input type="checkbox"/> 不屬主動非財務實體的非財務實體



### 第 3 部 控權人 (如實體帳戶持有人是被动非財務實體，填寫此部)

就帳戶持有人，填寫所有控權人的姓名在列表內。就法人實體，如行使控制權的並非自然人，控權人會是該法人實體的高級管理人員。

每名控權人須分別填寫一份 IR1457 表格 (自我證明表格 - 控權人)。

(1)	(5)
(2)	(6)
(3)	(7)
(4)	(8)

### 第 4 部 居留司法管轄區及稅務編號或具有等同功能的識別編號 (以下簡稱「稅務編號」) \*

提供以下資料，列明 (a) 帳戶持有人的居留司法管轄區，亦即帳戶持有人的稅務管轄區 (香港包括在內) 及 (b) 該居留司法管轄區發給帳戶持有人的稅務編號。列出**所有** (不限於 5 個) 居留司法管轄區。

如帳戶持有人是香港稅務居民，稅務編號是其香港商業登記號碼。

如果帳戶持有人並非任何稅務管轄區的稅務居民 (例如：它是財政透明實體)，填寫實際管理機構所在的稅務管轄區。如沒有提供稅務編號，必須填寫合適的理由：

**理由 A** - 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

**理由 B** - 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。

**理由 C** - 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

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

### 第 5 部 聲明及簽署

本人知悉及同意，第一上海可根據《稅務條例》(第 112 章) 有關交換財務帳戶資料的法律條文，(a) 收集本表格所載資料並可備存作自動交換財務帳戶資料用途及 (b) 把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報。從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

本人證明，就與本表格所有相關的帳戶，本人獲帳戶持有人授權簽署本表格。

本人承諾，如情況有所改變，以致影響本表格第 1 部所述的實體的稅務居民身分，或引致本表格所載的資料不正確，本人會通知第一上海，並會在情況發生改變後 30 日內，向第一上海提交一份已適當更新的自我證明表格。

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

簽署 \_\_\_\_\_

姓名 \_\_\_\_\_

身分 \_\_\_\_\_ (例如：公司的董事或高級人員、合夥的合夥人、信託的受託人等)

日期 (日/月/年) \_\_\_\_\_

**Schedule 6**

**Self-Certification Form –Controlling Person**

**(Ref: Inland Revenue Ordinance (Cap.112 of Hong Kong Laws))**

**Account Name:** \_\_\_\_\_

**Account Number(s) in FSSL/FSFL:** \_\_\_\_\_ (“Account”)

**Please fill in Part 1 if it is different to that of the account opening form of the Account.**

**Part 1 Identification of Controlling Person**

**(1) Name of Controlling Person**

Last Name or Surname \* \_\_\_\_\_

First or Given Name \* \_\_\_\_\_

**(2) Hong Kong Identity Card or Passport Number** \_\_\_\_\_

**(3) Current Residence Address**

Line 1 (e.g. Suite, Floor, Building, Street, District) \_\_\_\_\_

Line 2 (City) \* \_\_\_\_\_

Line 3 (e.g. Province, State) \_\_\_\_\_

Country \* \_\_\_\_\_

Post Code/ZIP Code \_\_\_\_\_

**(4) Correspondence Address** (Complete if different to the current residence address)

Line 1 (e.g. Suite, Floor, Building, Street, District) \_\_\_\_\_

Line 2 (City) \_\_\_\_\_

Line 3 (e.g. Province, State) \_\_\_\_\_

Country \_\_\_\_\_

Post Code/ZIP Code \_\_\_\_\_

**(5) Date of Birth\*** (dd/mm/yyyy) \_\_\_\_\_

**(6) Place of Birth** (Not compulsory) \_\_\_\_\_

**Part 2 The Entity Account Holder(s) of which you are a controlling person**

Enter the name of the entity Account Holder of which you are a controlling person.

Entity	Name of the Entity Account Holder
(1)	
(2)	
(3)	

**Part 3 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent (“TIN”) \***

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the Controlling Person is a **resident for tax purposes** and (b) the Controlling Person’s TIN for each jurisdiction indicated. Indicate **all** (not restricted to five) the jurisdictions of residence.

If the Controlling Person is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number.

If a TIN is unavailable, provide the appropriate reason A, B or C:

**Reason A** – The jurisdiction where the Controlling Person is a resident for tax purposes does not issue TINs to its residents.

**Reason B** – The Controlling Person is unable to obtain a TIN. Explain why the Controlling Person is unable to obtain a TIN if you have selected this reason.

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

Jurisdiction of Residence	TIN	Enter Reason A, B or C if no TIN is available	Explain why the controlling person is unable to obtain a TIN if you have selected Reason B
(1)			
(2)			
(3)			
(4)			
(5)			

**Part 4 Type of Controlling Person**

Tick the appropriate box to indicate the type of controlling person for each entity stated in Part 2.

Type of Entity	Type of Controlling Person	Entity (1)	Entity (2)	Entity (3)
Legal Person	Individual who has a controlling ownership interest (i.e. not less than 25% of issued share capital)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual who exercises control/is entitled to exercise control through other means (i.e. not less than 25% of voting rights)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual who holds the position of senior managing official/ exercises ultimate control over the management of the entity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trust	Settlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Protector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Beneficiary or member of the class of beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (e.g. individual who exercises control over another entity being the settlor/trustee/protector/beneficiary)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Arrangement other than Trust	Individual in a position equivalent/similar to settlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to protector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to beneficiary or member of the class of beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (e.g. individual who exercises control over another entity being equivalent/similar to settlor/trustee/protector/beneficiary)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**5 Declarations and Signature**

I acknowledge and agree that (i) the information contained in this form is collected and may be kept by FSSL/FSFL for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding the controlling person and any reportable account(s) may be reported by FSSL/FSFL to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with tax authorities of another jurisdiction or jurisdictions in which I may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112) .

I certify that **I am the Controlling Person / I am authorized to sign for the controlling person** # of all the Account(s) and other accounts (if any) held by the entity Account Holder(s) to which this form relates.

I undertake to advise FSSL/FSFL of any change in circumstances which affects my tax residency status or causes the information contained herein to become incorrect, and to provide FSSL/FSFL with a suitably updated self-certification form within 30 days of such change in circumstances.

# Delete as appropriate

**I declare that the information given and statements made in this form are true, correct and complete.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_ (Indicate the capacity if you are not the Controlling Person. If signing under a power of attorney, attach a certified copy of the power of attorney.)

Date (dd/mm/yyyy) \_\_\_\_\_

開戶資料表格

**附表 6**

**自我證明表格 - 控權人**

(根據:《稅務條例》(第 112 章)法律條文)

帳戶名稱: \_\_\_\_\_

帳戶號碼: \_\_\_\_\_

如資料與開戶書不同，需填寫第 1 部分

**第 1 部 控權人的身分識別資料**

**(1)控權人的姓名**

姓氏 \* \_\_\_\_\_

名字 \* \_\_\_\_\_

**(2)香港身份證或護照號碼** \_\_\_\_\_

**(3)現時住址**

第 1 行 (例如:室、樓層、大廈、街道、地區) \_\_\_\_\_

第 2 行 (城市) \* \_\_\_\_\_

第 3 行 (例如:省、州) \_\_\_\_\_

國家 \* \_\_\_\_\_

郵政編碼/郵遞區號碼 \_\_\_\_\_

**(4)通訊地址** (如通訊地址與現時住址不同,填寫此欄)

第 1 行 (例如:室、樓層、大廈、街道、地區) \_\_\_\_\_

第 2 行 (城市) \_\_\_\_\_

第 3 行 (例如:省、州) \_\_\_\_\_

國家 \* \_\_\_\_\_

郵政編碼/郵遞區號碼 \_\_\_\_\_

**(5)出生日期 \*** (日/月/年) \_\_\_\_\_

**(6)出生地點** (可不填寫) \_\_\_\_\_

**第 2 部 你作為控權人的實體帳戶持有人**

填寫你作為控權人的實體帳戶持有人的名稱。

實體	實體帳戶持有人的名稱
(1)	
(2)	
(3)	

### 第 3 部 居留司法管轄區及稅務編號或具有等同功能的識辨編號（以下簡稱「稅務編號」）\*

提供以下資料，列明 (a) 控權人的居留司法管轄區，亦即控權人的稅務管轄區（香港包括在內）及 (b) 該居留司法管轄區發給控權人的稅務編號。列出**所有**（不限於 5 個）居留司法管轄區。

如控權人是香港稅務居民，稅務編號是其香港身份證號碼。

如沒有提供稅務編號，必須填寫合適的理由：

**理由 A** - 控權人的居留司法稅務管轄區並沒有向其居民發出稅務編號。

**理由 B** - 控權人不能取得稅務編號。如選取這一理由，解釋控權人不能取得稅務編號的原因。

**理由 C** - 控權人毋須提供稅務編號。居留司法管轄區的主管機關不需要控權人披露稅務編號。

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

### 第 4 部 控權人類別

就第 2 部所載的每個實體，在適當方格內加上 ✓ 號，指出控權人就每個實體所屬的控權人類別。

實體類別	控權人類別	實體 (1)	實體 (2)	實體 (3)
法人	擁有控制股權的個人（即擁有不少於百分之二十五的已發行股本）	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	以其他途徑行使控制權或有權行使控制權的個人（即擁有不少於百分之二十五的表決權）	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	擔任該實體的高級管理人員/對該實體的管理行使最終控制權的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
信託	財產授予人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	受託人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	保護人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	受益人或某類別受益人的成員	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	其他（例如：如財產授予人/受託人/保護人/受益人為另一實體，對該實體行使控制權的個人）	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
除信託以外的法律安排	處於相等/相類於財產授予人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	處於相等/相類於受託人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	處於相等/相類於保護人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	處於相等/相類於受益人或某類別受益人的成員位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	其他（例如：如處於相等/相類於財產授予人/受託人/保護人/受益人位置的人為另一實體，對該實體行使控制權的個人）	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 第 5 部 聲明及簽署

本人知悉及同意，第一上海可根據《稅務條例》（第 112 章）有關交換財務帳戶資料的法律條文，（a）收集本表格所載資料並可備存作自動交換財務帳戶資料用途及（b）把該等資料和關於控權人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到控權人的居留司法管轄區的稅務當局。

本人證明，就與本表格所有相關的實體帳戶持有人所持有的帳戶，**本人是控權人 / 本人獲控權人授權**簽署本表格<sup>#</sup>。

本人承諾，如情況有所改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知第一上海，並會在情況發生改變後 30 日內，向第一上海提交一份已適當更新的自我證明表格。

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

<sup>#</sup> 刪去不適用者

簽署 \_\_\_\_\_

姓名 \_\_\_\_\_

身分 \_\_\_\_\_（如你不是受權人，須說明你的身分。如果你是以受權人身分簽署這份表格，須夾附該授權書的核證副本。）

日期 (日/月/年) \_\_\_\_\_