

Account Opening Form – Corporate Account (Securities Trading)  
開戶表 – 公司帳戶（證券交易）



<b>11 Director(s) 董事</b>		
(i)		
(ii)		
<b>12 The ultimate beneficial owner(s) of the Account is/are 最終擁有本帳戶實質權益的人士為：</b>		
Name 姓名	Address 地址	Telephone and/or Fax No. 電話及 / 或傳真號碼
(i)		
(ii)		
<b>13 Your choice of KGI Service Plan* 客戶選擇的凱基服務計劃*：</b>		
<input type="checkbox"/> KGI Access 凱基投資易		
<input type="checkbox"/> KGI Preferred <sup>†</sup> 凱基尊尚服務 <sup>†</sup>		
<b>14 Unless otherwise instructed by you, all monies payable to you are to be credited to the following bank account (KGI Access Clients must designate a bank account) 除經客戶另行指示外，須付予客戶的款項將會被轉入下列帳戶 (凱基投資易客戶必須指定一個銀行帳戶)</b>		
Bank Name 銀行名稱	Bank Account Currency / Number 銀行帳戶貨幣 / 號碼	
	<input type="checkbox"/> HKD 港元 A/C# 帳戶號碼 _____	
	<input type="checkbox"/> USD 美元 A/C# 帳戶號碼 _____	
Bank Account Holder's Name (name on bank statements and this Form should match) 帳戶名稱 (須與客戶於銀行結單及此表格上的名稱相符)		
If bank account is outside Hong Kong, please state location and SWIFT code (if applicable) 若為香港以外銀行帳戶，請提供地區及 SWIFT 編號 (若適用者)		
<b>Please provide information for items 15, 16 and 17, so that KGI may provide the best advice to you.</b> 請提供第 15、16 及 17 項的資料，因為據此凱基才可能會提供予客戶最好的建議。		
<b>15 Your financial information 客戶財務資料</b>		
(a) Annual net profit after tax (HKD) 每年稅後純利 (港元) <sup>°</sup>		
(i) HKD 港元 <sup>°</sup> _____ for fiscal year ending 財政年度 _____		
(ii) HKD 港元 <sup>°</sup> _____ for fiscal year ending 財政年度 _____		
<sup>°</sup> please specify if in foreign currency 若為外幣，請註明)		
(b) Total net worth (HKD) 客戶資產淨值 (港元)： _____		
(c) Do you own any property/ real estate 客戶是否擁有任何資產 / 物業？		
<input type="checkbox"/> No 沒有 <input type="checkbox"/> Yes, details are 有，詳情為： _____		
<input type="checkbox"/> With financing 有借貸 <input type="checkbox"/> Without financing 無借貸		
<b>16 Your investment experience 客戶投資經驗：</b>		
		Experience (in year(s)) 經驗 (年)
<input type="checkbox"/> HK listed securities (average trade size) 香港上市證券 (平均交易額)		HKD 港元 _____
<input type="checkbox"/> Overseas listed securities (average trade size) 海外上市證券 (平均交易額)		HKD 港元 _____
<input type="checkbox"/> HK futures and options (number of contracts and product(s)) 香港期貨及期權 (合約數量及產品)		_____
<input type="checkbox"/> Overseas futures and options (number of contracts and product(s)) 海外期貨及期權 (合約數量及產品)		_____
<input type="checkbox"/> Short selling of listed securities 沽空上市證券		<input type="checkbox"/> Yes 有 <input type="checkbox"/> No 沒有 _____
<b>17 Your investment objectives and risk tolerance 客戶投資目的及可承受風險：</b>		
(a) Investment objectives 投資目的		
<input type="checkbox"/> Income 收入	<input type="checkbox"/> Hedging 對沖	<input type="checkbox"/> Capital Gain 資本增值 <input type="checkbox"/> Speculation 投機
(b) Risk tolerance <sup>◆</sup> 可承受風險 <sup>◆</sup>		
<input type="checkbox"/> Low 低風險	<input type="checkbox"/> Medium 中等風險	<input type="checkbox"/> High 高風險
<sup>◆</sup> Securities Margin Account belongs to Medium and/or High categories. 開立證券保證金買賣帳戶屬於“中等風險”至“高風險”類別。		
<b>18 Specimen of your company chop or seal 客戶公司蓋章或印章式樣</b>		

\* Please check one only 請選擇其一

<sup>†</sup> other optional services 其他自選服務： WebTrade Login (view only) 網上登入(只供瀏覽) WebTrade 網上投資服務

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

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

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

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

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

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

We, the undersigned Client, have read and understood the provisions of the attached current version of the Client Agreement of KGI Asia Ltd ("Agreement") of which this document forms a part. We hereby apply to open the following type(s) of account and agree to be bound by the Agreement (receipt of a copy whereof is hereby acknowledged by us) including its Standard Terms and Conditions and relevant Schedule(s) as the same may be amended from time to time. We acknowledge and confirm that KGI has provided the Risk Disclosure Statements annexed hereto in a language of our choice (English or Chinese) and we have been invited to read the Risk Disclosure Statements, to ask questions and take independent advice if we wish.

本公司，下述簽署客戶，已閱讀過及明白附上的凱基證券亞洲有限公司最新版本的客戶協議("該協議書")而本文件乃該協議書的一部份。本公司現申請開立上述類別的帳戶，並同意受可不時被修改的該協議書(謹此聲明本公司已收受其副本)包括其標準條款及細則及有關的附表所約束。本公司確認凱基已按照本公司選擇的語言(中文或英文)獲提供附於本表的風險披露聲明，及已獲邀閱讀該風險披露聲明、提出問題及徵求獨立的意見(如本公司有此意願)。

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

\_\_\_\_\_  
Authorized signatory's name(s) and title(s) 客戶簽署代表人姓名及職銜  
Date (mm/dd/yy) 日期(月/日/年)

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

The undersigned person hereby certify the signing of this document (together with the above Agreement) by the above Client and sighting of related identity documents of such Client. 下述簽署人士謹此驗證上述客戶簽立此文件(連同該協議書)及其有關的身份證明文件 :-

**Signed and certified by :**

簽署及驗證

\_\_\_\_\_  
Signature 簽署

\_\_\_\_\_  
Name 姓名

\_\_\_\_\_  
Profession/Title 所屬專業 / 職銜

\_\_\_\_\_  
Date (mm/dd/yy) 日期(月/日/年)

Contact details 聯絡資料：  
\_\_\_\_\_

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

**FOR OFFICE USE ONLY (以下由凱基填寫)**

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

本人 / 吾等 為凱基的註冊職員，並謹此聲明及確認本人 / 吾等 已按照上述客戶所選擇的語言(中文或英文) 提供附於本表的風險披露聲明及邀請客戶閱讀該風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)。

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

# 以上客戶簽署乃於本人 / 吾等面前簽立。

\_\_\_\_\_  
Signature of KGI Staff  
凱基職員簽署

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

\_\_\_\_\_  
Date (mm/dd/yy)  
日期 (月 / 日 / 年)

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

\_\_\_\_\_

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

**APPROVED AND ACCEPTED BY 凱基批核及接納:**

\_\_\_\_\_  
Authorized Signature  
獲授權代表簽署

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

\_\_\_\_\_  
Date (mm/dd/yy)  
日期 (月 / 日 / 年)

**RISK DISCLOSURE STATEMENTS 風險披露聲明**

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

Name 名稱

CE No. 中央編號

**IMPORTANT NOTICE**

These risk disclosure statements do not purport to disclose or discuss all of the risks and other significant aspects of any transaction. You should therefore consult with your own legal, tax, financial and other professional advisers as you deem appropriate and ensure that you fully understand the risks involved and satisfy yourself that you are willing to accept such risks before entering into any particular transaction. It is important for you to determine whether any transaction is suitable for you in the light of your own investment experience, investment objectives, financial situation and other relevant circumstances.

**RISK OF SECURITIES TRADING**

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

**RISK OF TRADING OPTIONS**

The risk of loss in trading 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 options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

**RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS**

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

**RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**

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

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

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

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

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

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

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

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

**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.

**RISK OF MARGIN TRADING**

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent or prior notification to you. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

**RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED**

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

**RISK ASSOCIATED WITH ELECTRONIC COMMUNICATION**

**You understand that the Internet or other electronic communication system, due to unpredictable traffic congestion and other reasons, may not be a reliable medium of communication and that such unreliability is beyond the control of KGI. This may give rise to situations including delays in transmission and receipt of your instructions or other information, delays in execution or execution of your instructions at prices different from those prevailing at the time your instructions were given, misunderstanding and errors in any communication between you and KGI and so on. Whilst KGI will take every possible step to safeguard its systems, client information, accounts and assets held for the benefit of its clients, you accept the risk of conducting transactions via electronic communication systems.**

## **RISKS OF ENTERING INTO OTC TRANSACTIONS**

Over-the-counter or off-exchange transactions (“OTC Transactions”) may be allowed or permitted in some jurisdictions. With regard to an OTC 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, OTC Transactions may involve increased risks. OTC Transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

## **ADDITIONAL RISK DISCLOSURE FOR OTC DERIVATIVE TRANSACTIONS**

Over-the-counter or off-exchange derivative transactions (“OTC Derivative Transactions”) involve a variety of significant risks. The specific risks presented by a particular OTC Derivative Transaction will necessarily depend upon the terms of the transaction. In general, all OTC Derivative Transactions involve some combination of market risk, credit risk, funding risk and operational risk. There may be other significant risks that you should consider based on the terms of a specific transaction. Highly customized OTC Derivative Transactions in particular may increase liquidity risk and introduce other significant risk factors of a complex character. Highly leveraged transactions may experience substantial gains or losses in value as a result of relatively small changes in the price or level of underlying asset or instrument or related market factors.

In evaluating the risks and contractual obligations associated with a particular OTC Derivative Transaction, you should also consider that an OTC Derivative Transaction may be modified or terminated only by mutual consent of the parties and subject to agreement on individually negotiated terms. Accordingly, it may

or may not be possible for you to modify, terminate or offset your obligations or your exposure to the risks associated with a transaction prior to its scheduled termination date.

## **RISK OF TRADING DERIVATIVE PRODUCTS**

Trading in derivative products (including but not limited to equity-linked instruments, credit-linked notes, derivative warrants and convertible securities) tracking fluctuations in the price or level of securities, bonds, money market instruments, interest rates, reference indices or other benchmark) involves risks. Changes in market conditions may cause great changes in the value of such products. As a consequence, your related exposure to price or market risk may be significantly higher in connection with a derivative product than with other non-derivative financial instruments with which you may be familiar.

Derivative products may not be suitable for you as they can be complex and carry with them substantial risk of loss. You should make investment in derivative products only after carefully assessing among other things the direction, timing, and magnitude of the potential future changes in the price or level of the underlying asset or instrument or other benchmark, as the return of any such investment may be dependent upon such changes. However, risks associated with trading in derivative products are not and should not be presumed to be predictable.

Investing in certain types of derivative products may result in your having to take or make delivery of certain underlying asset or instrument at a pre-determined price. In such circumstances, you will need to perform such obligation however far the market price or level of the underlying asset or instrument has moved away from the pre-determined price or level and the resulting losses to you can be substantial.

(0910)

**重要通知**

此等風險披露聲明不擬披露或討論任何交易的所有風險及其他重要事項。因此，若你認為恰當便應該諮詢你自己的法律、稅務、財務及其他專業顧問，並且確保自己完全明白涉及的風險，與及滿意自己於你進行任何某宗交易之前，你是願意接受一切有關風險。重要的是你必須根據自己的投資經驗、投資目標、財務狀況及其他有關情況，去判斷有關交易是否適合你。

**證券交易的風險**

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

**期權交易的風險**

買賣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。

**買賣創業板股份的風險**

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

**在香港以外地方收取或持有的客戶資產的風險**

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

**提供將你的證券抵押品等再質押的授權書的風險**

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

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

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少14日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的限期屆滿前以此方

式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

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

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

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

**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。

**保證金買賣的風險**

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”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款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下或在沒有預先通知你的情況下被出售。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

**在香港聯合交易所有限公司買賣納斯達克－美國證券交易所證券的風險**

按照納斯達克－美國證券交易所試驗計劃（“試驗計劃”）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

**電子通訊相關的風險**

你明瞭基於互聯網或其他電子通訊系統可能遇到未可預計的交通擠塞情況及其他原因，因此電子通訊系統可能並非是可靠的通訊途徑，而這種不可靠性並非凱基所能控制。這可能會導致下列情況，包括：在傳送或收取你的指示或其他資料時有所延誤、延誤執行買賣盤或有關買賣盤以有別於你落盤時的市價執行、你與凱基進行通訊時出現誤解及錯誤等等。儘管凱基將會採取一切可行的步驟去保障其系統、顧客資料、帳戶及為客戶利益而持有的資產，你接納透過電子通訊系統進行交易所涉及的風險。

**進行場外交易的風險**

在某些司法管轄區，場外交易或會是容許或獲批准的。就某宗場外交易而言，有可能很困難或甚至無法去平掉現有的倉位、進行估值、判斷價格或評估須承受的風險。因此，場外交易或會涉及更高的風險。此等交易也可能受到較寬鬆的規管或受另一個監管制度所約束。於你進行此等交易之前，你應當熟習適用的規則及有關的風險。

### 關於場外衍生工具交易的額外風險披露

場外衍生工具交易涉及多種不同的重大風險。某宗場外衍生工具交易所帶來的風險，乃必然地視乎該宗交易本身的條款。一般而言，所有場外衍生工具交易涉及市場風險、信貸風險、融資風險及運作上的風險。基於某宗特定交易的條款，你應當考慮其他重大的風險。特別是極為度身訂造的場外衍生工具交易，它們或會增加流通性風險及帶來其他複雜性質的重大風險因素。高度槓桿的交易或會由於相關資產或工具的價格或水平或相關市場因素較小的變化，而帶來重大的收益或虧損。

在衡量某宗場外衍生工具交易所帶來的風險及合約責任時，你應當同時考慮該宗交易的被修改或終止，可能須要立約人相互的同意及受限於個別地談判的條款所達成的協定。因此，在有關合約約定的終止日前，你或會可以或不可以修改、終止或抵償你的有關責任或你所須承受的風險。

### 買賣衍生工具產品的風險

買賣追蹤證券、債券、貨幣市場工具、利率、參考指數或其他指標的變動或

水平變化的衍生工具產品(包括但不限於股票掛鈎工具、信貸掛鈎票據、衍生權證及可換股債券)將涉及風險。市況的轉變可為這些產品的價值帶來極大的變化。因此，你在衍生工具產品須承受的價格或市場風險，可能明顯地較你熟悉的其他非衍生金融工具所涉及的有關風險為高。

衍生工具產品可會是複雜的，它們並且可帶來極大的虧損風險，所以此類產品可能並不適合你。你應當祇在小心評估相關資產、工具或其他有關指標的價格或水平的潛在將來變化的方向、時間及大小幅度及其他有關因素之後，才考慮投資衍生工具產品，因為任何這種投資的回報可受此等變化的影響。但是，買賣衍生工具產品所涉及的風險並不是及不應被假設是可預期的。

投資某種類衍生工具產品的可能結果是你須要以某預定的價格購入或交付某些相關的資產或工具。在這種情況下，無論相關資產或工具的市場價格或水平偏離預定的價格或水平多麼遠，你將須履行有關的責任，並且你結果將須承受的虧損可能會很大。

**CERTIFIED EXTRACT OF BOARD RESOLUTION**

Name of Client :

(the "Company")

At a Meeting of the Directors of the Company duly convened and held at the address of :

\_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, at which a quorum was present and acting throughout, the following Resolutions were duly passed by the Board of Directors :

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

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

Date this \_\_\_\_\_ day of \_\_\_\_\_

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

客戶名稱 :

("公司")

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

召開董事局會議, 期間具備會議所需的合法人數, 並且正式通過以下決議案:

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

下述簽署人現證明前述為: (a) 依照公司的章程大綱及細則(或其他憲章性文件)妥善地通過的決議案的真實副本; (b) 已妥善地記錄在公司的會議記錄冊之上; 及(c) 繼續全面生效及並沒有採取任何行動以撤銷或修訂該等決議案。

日期: \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

獲公司正式授權的代表

**簽署 :****姓名 :****職銜 :**

## LETTER OF GUARANTEE

## 擔保書

Name of Client 客戶名稱 :	(the "Client") ("客戶")
Name of Guarantor 擔保人名稱 :	(the "Guarantor") ("擔保人")
<p>To: KGI Asia Limited ("KGI") 41/F Central Plaza, 18 Harbour Road Wanchai, Hong Kong</p> <p>致: 凱基證券亞洲有限公司 ("凱基") 香港灣仔港灣道十八號 中環廣場四十一樓</p>	
<p>From: (Name of Guarantor) _____ (the "Guarantor"), which is 由: (擔保人名稱) _____ ("擔保人"), 為 (Please complete either (a) or (b) below) (請填寫下面(a) 或 (b) 部份)</p>	
<p>either (a) a company established in accordance with the laws of _____ 一間公司根據右述之法律成立</p> <p>with a registered address of _____ 其註冊地址為 _____</p> <p>and a principal place of business of _____ 及其主要業務地點為 _____</p> <p>and a telephone number of _____ and fax number of _____ 電話號碼為 _____ 及傳真號碼為 _____</p>	
<p>or (b) an individual residing at _____ 或 一名個人現居於 _____</p> <p>with a Hong Kong I.D. Card No. / Passport No. of _____ 香港身份證號碼 / 護照號碼 _____</p> <p>and a telephone number of _____ and fax number of _____ 電話號碼為 _____ 及傳真號碼為 _____</p>	
<p><b>Re: Agreement made between KGI and the Client (the "Agreement") comprising the Account Opening Form and the Client Agreement attached thereto (as may be amended or supplemented by KGI from time to time)</b> 關於凱基與客戶訂立而由開戶表及附於該表格的客戶協議書 (可不時由凱基作出修改或增補) 所組成的協議("協議")</p>	
<p>Dear Sirs,</p> <p>In consideration of KGI agreeing to provide or continue to provide to the Client securities trading, whether on margin or otherwise, margin facilities and other financial accommodation and related services pursuant to or under the Agreement (receipt of a copy whereof is hereby acknowledged), the undersigned Guarantor hereby agrees as follows:</p>	
<p><b>1. Guarantee and Indemnity</b></p> <p>1.1 Guarantee: The Guarantor unconditionally and irrevocably guarantees to KGI that, if for any reason the Client does not pay any sum payable by it under the Agreement, including without limitation all expenses, costs and losses payable thereunder, by the time, on the date and otherwise in the manner specified by KGI, the Guarantor as primary obligor will pay to KGI that sum on demand by KGI provided KGI shall not be under any obligation, whether to the Guarantor, the Client or otherwise, to make any such demand or to make such demand at any particular time.</p> <p>1.2 Guarantor as Principal Debtor: As between the Guarantor and KGI but without affecting the Client's obligations, the Guarantor shall be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. The Guarantor agrees to pay KGI such sum as may be demanded by KGI whether or not KGI has given the Client the first opportunity to pay and discharge such obligations. Accordingly, the Guarantor shall not be discharged, nor shall its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor including without limitation:</p> <p>1.2.1 any time, indulgence, concession, waiver or consent at any time given to the Client or any other person,</p> <p>1.2.2 any amendment or supplement to any clause or provision of the Agreement,</p> <p>1.2.3 the making or absence of any demand on the Client or any other person for payment,</p> <p>1.2.4 the enforcement or absence of enforcement of the Agreement or this Guarantee,</p> <p>1.2.5 the taking, existence or release of any security interest or other guarantee,</p> <p>1.2.6 the winding-up, dissolution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or bankruptcy, or</p> <p>1.2.7 the illegality, invalidity or unenforceability of, or any defect in, any provision of this Guarantee or the Agreement or any of the obligations of any of the parties under or in connection with this Guarantee or the Agreement.</p> <p>1.3 Guarantor's Obligations Continuing: The Guarantor's obligations under this Guarantee are and will remain in full force and effect by way of continuing security</p>	
<p>until no sum remains to be paid under the Agreement and KGI has irrevocably received or recovered all sums payable under the Agreement. Furthermore, those obligations of the Guarantor are additional to any other right which KGI may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. The Guarantor irrevocably waives all notices and (except as required by the above Clause 1.1) demands of any kind.</p> <p>1.4 Avoidance of Payments: The Guarantor shall on demand indemnify KGI against any funding or other cost, loss, expense or liability sustained or incurred by KGI as a result of it being required for any reason (including any bankruptcy, insolvency, winding-up or similar law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Client under the Agreement and shall in any event pay to KGI on demand the amount so refunded by it.</p> <p>1.5 Indemnity: As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees that any sum which, although expressed to be payable by the Client under the Agreement, is for any reason (whether or not now existing and whether or not now known or becoming known to any party to the Agreement) not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to KGI on demand.</p>	
<p><b>2. Representations and Warranties</b></p> <p>The Guarantor represents and warrants to and for the benefit of KGI as follows:</p> <p>2.1 Powers: It has the power to enter into, exercise its rights and perform and comply with its obligations under this Guarantee.</p> <p>2.2 Authorisation and Consents: All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:</p> <p>2.2.1 to enable the Guarantor lawfully to enter into, exercise its rights and perform and comply with its obligations under this Guarantee,</p> <p>2.2.2 to ensure that those obligations are valid, legally binding and enforceable, and</p> <p>2.2.3 to ensure that those obligations rank and will at all times rank at least equally and rateably in all respects with all its other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of its winding-up, dissolution or bankruptcy, have been taken, fulfilled and done.</p> <p>2.3 Non-Violation etc.: Its entry into and / or performance of or compliance with its obligations under this Guarantee does not and will not violate or exceed any borrowing or other power or restriction granted or imposed by any law to which it is subject or its constitutional documents, or result in the existence of, or oblige it to create, any security over its assets.</p>	

2.4 Repetition: Each of the representations and warranties in this Clause 2 will be correct and complied with in all respects so long as any sum remains payable under the Agreement as if repeated then by reference to the then existing circumstances.

### 3. Interest

Payment of interest: The Guarantor agrees to pay interest to KGI, at the rate of interest applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of KGI's demand or, if earlier, the date on which the relevant damages, losses, costs, liabilities or expenses arose in respect of which such demand has been made until the date of receipt of such sums by KGI (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

### 4. Payments

4.1 Payments to be free and clear: All sums payable by the Guarantor under this Guarantee shall be paid free of any restriction or condition and free and clear of and (except to the extent required by law) without any deduction or withholding, whether for or on account of tax, by way of set-off or otherwise and any payment made shall be grossed up as necessary to achieve the same.

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

### 5. Set-off

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

### 6. Transfer

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

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

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

### 7. No Implied Waivers, Remedies Cumulative

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

of that or any other right or remedy. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

### 8. Communications

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

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

### 9. Partial Invalidity

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

### 10. Language

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

### 11. Personal Data

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

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

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

### 12. Governing Law

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

## 擔保書 (中文版本, 只供參考)

敬啟者:

基於凱基同意依據上述協議(謹此聲明擔保人已收受其副本)向客戶提供或繼續提供無論是保證金與否的證券交易、信貸便利及其他財務通融及有關的服務,於下方簽署的擔保人現同意以下各點:

### 1. 擔保及彌償

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

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

1.2.1 在任何時候向客戶或任何其他人士所給予的任何時間、容忍、讓步、寬免或同意;

1.2.2 任何對協議條款或條文的修訂或補充;

1.2.3 向客戶或任何其他人士作出任何支付款項的要求或未有作出該等要求;

1.2.4 強制執行或未有強制執行上述協議或本擔保書;

1.2.5 任何保證權益或其他擔保的取得、行使或解除;

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

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

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

1.4 支付款項的退回: 若凱基因任何原因(包括破產、無償債能力、清盤或任何司法區中的類似法律)須退回全部或部分其客戶根據協議所支付的任何款項, 擔保人須在

接獲要求後彌償凱基因此而招致的款項支出或其他費用、損失、開支或其他因此而承擔或招致的債務, 並且無論如何須在接獲要求後向凱基支付凱基一如上述所須退回的任何款項。

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

### 2. 陳述及保證

擔保人向凱基及為凱基的利益作出以下陳述及保證:

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

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

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

2.2.2 以確保該些責任是有效的、具法律約束力的及可強制執行的; 及

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

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

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

### 3. 利息

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

### 4. 支付

4.1 支付款項必須不附帶限制及清楚: 擔保人根據本擔保支付的所有款項必須不附帶任何限制或條件, 以及不得計及任何扣除或預扣的款項(法律另有規定者除外), 不

論有關扣除或預扣是否為著稅務理由, 或由於抵銷或其他原因所作出, 以及擔保所支付的任何款項須作出所需的總計以達上述要求。

- 4.2 支付方式: 在每個到期付款的日子, 擔保人須向凱基提供有關的即時可動用款項, 以美元或由凱基酌情決定根據上述協議所指定的有關款項的貨幣, 將該款項支付入凱基指定的帳戶之內。

#### 5. 抵銷

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

#### 6. 轉讓

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

#### 7. 無隱含的寬免、累積的補救

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

#### 8. 通訊

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

#### 9. 部份不生效

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

#### 10. 語言文字

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

#### 11. 個人資料

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

#### 12. 準據法

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

This Guarantee is signed on and dated :  
此擔保書的簽署日期為

#### INDIVIDUAL GUARANTOR 個人擔保人

Signed sealed and delivered by

Name 姓名: \_\_\_\_\_

Signature 簽署 \_\_\_\_\_

#### CORPORATE GUARANTOR 公司擔保人

EITHER

The Common Seal of \_\_\_\_\_ )  
(Name of Company)

Director 董事 \_\_\_\_\_

the Guarantor, was affixed in the presence of \_\_\_\_\_ )

Director / Secretary 董事 / 秘書 \_\_\_\_\_

\_\_\_\_\_ )

\_\_\_\_\_ )

a director and \_\_\_\_\_ )

a director / the secretary. \_\_\_\_\_ )

Witness 見證人 \_\_\_\_\_

公司的法團印章於公司董事及董事 / 秘書面前蓋上。

Witness Name : \_\_\_\_\_

見證人姓名

OR

或

(if the Corporate Seal is unavailable)

(若未能蓋上公司的法團印章)

Director 董事 \_\_\_\_\_

Executed as a Deed by \_\_\_\_\_ )

(Name of Company)

the Guarantor acting by \_\_\_\_\_ )

Director / Secretary 董事 / 秘書 \_\_\_\_\_

a director and \_\_\_\_\_ )

a director / the secretary in the presence of \_\_\_\_\_ )

Witness 見證人 \_\_\_\_\_

此擔保書由擔保人的董事及董事 / 秘書代行以契據形式簽立。

Witness Name : \_\_\_\_\_

見證人姓名

**CERTIFIED EXTRACT OF BOARD RESOLUTION****(CORPORATE GUARANTOR)**

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

**董事局決議案核證摘要****(公司名義擔保人)**

客戶名稱 :		("客戶")
擔保人名稱 :		("擔保人")
於 _____ 年 _____ 月 _____ 日, 擔保人董事局在地址 :  _____		
召開董事局會議, 期間具備會議所需的合法人數, 並且正式通過以下決議案:		
<ol style="list-style-type: none"> <li>決議通過就凱基證券亞洲有限公司("凱基")根據凱基與客戶所訂立而由開戶表及附於該表格的客戶協議書(可不時由凱基作出修改或增補)所組成的協議("協議")(現已夾附該協議的副本)向客戶提供的無論是保證金與否的證券交易、信貸便利及其他財務通融及有關的服務, 以擔保人的名義向凱基發出一份擔保書; 及</li> <li>決議通過在本會議出示的已填妥的擔保書("擔保書"), 及在擔保人的任何董事及/或公司秘書或任何獲授權的代表人在場並按照擔保人的公司章程大綱及細則(或其他憲章性文件)的情況下, 將擔保人的印章蓋於擔保書上, 及在簽妥後將其正本交予凱基。</li> </ol>		
下述簽署人現證明前述為: (a) 依照擔保人的公司章程大綱及細則(或其他憲章性文件)妥善地通過的決議案的真實副本; (b) 已妥善地記錄在擔保人的會議記錄冊之上; 及(c) 繼續全面生效及並沒有採取任何行動以撤銷或修訂該等決議案。		
日期: _____ 年 _____ 月 _____ 日		
獲擔保人正式授權的代表		<b>簽署 :</b>
姓名 :		
職銜 :		

(0910)