耀佳金融集團
YAW KAI FINANCIAL GROUP LIMITED

香港中環皇后大道中99號中環中心15樓1508室
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帳戶號碼 Account No.
開戶日期 Date Opened

耀佳金融集團有限公司 Yaw Kai Financial Group Limited (下稱 "本公司" hereinafter "the Company")
本公司為獲准從事第一類及第四類受規管活動獲發牌的持牌法團 (證監會中央編號：BNI747) 和香港聯合交易所有限公司的交易所參與者。
The Company is a licensed corporation to carry on Type 1 (Dealing in Securities), Type 4 (Advising on securities) regulated activities (SFC CE No: BNI747) and an Exchange Participant of the Stock Exchange of Hong Kong Limited.

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

1. Securities Trading Account 證券交易帳戶

Type of Account 帳戶類別	☐ Securities Cash Account 證券現金帳戶	☐ Securities Margin Account 證券保證金帳戶

Please complete in BLOCK LETTERS 請用正楷填寫

2. Corporate Information 公司資料

Name of Company 公司名稱	English 英文
	Chinese 中文

Scope of Business 業務範圍:	Location where Major Business is Operated: 主要業務營運地區
Registered Address 註冊地址：	
Business Address 辦事地址：	

Nature of Entity: 公司性質 ： ☐ Limited company 有限公司 ☐ Listed company 上市公司 ☐ State-owned Company 國有企業 ☐ Partnership 合伙經營 ☐ Others 其他 ：

Country(ies) / Jurisdiction (s) of Residence for Tax Purposes (Please select one or more as applicable) 稅務居民所在國家/司法管轄區 (可多於一個)
☐ China 中國 ☐ Hong Kong 香港 ☐ Malaysia 馬來西亞 ☐ United States 美國 ☐ Other 其他：

Country of Incorporation 註冊成立國家：	Date of Incorporation 註冊成立日期：
Business Registration No. 商業登記號碼：	Certificate of Incorporation No. 公司註冊號碼：
Office Tel. No. 公司電話號碼：	Fax. No. 傳真號碼：
E-mail Address 電郵地址：	

3. Director(s) 董事

Name 姓名	ID Card /Passport No. 身分證/護照號碼	Date of Birth 出生日期	Residential Address 居住地址	Nationality 國籍	Contact Tel. No. 聯絡電話號碼

4. Registered Shareholder(s) 註冊股東

	Name 姓名	ID Card /Passport No. 身分證/護照號碼	Date of Birth 出生日期	Residential Address 居住地址	Nationality 國籍	Contact Tel. No. 聯絡電話號碼	Shareholding% 股權 (%)
1							
	Is Shareholder U.S. Person? 股東是否美國人士？ ☐ No 不是 ☐ Yes 是			Family Relationship with Other Shareholder (s) 與其他股東存在家屬關係 ☐ No 沒有 ☐ Yes 有，please specify(請註明)：			
2							
	Is Shareholder U.S. Person? 股東是否美國人士？ ☐ No 不是 ☐ Yes 是			Family Relationship with Other Shareholder (s) 與其他股東存在家屬關係 ☐ No 沒有 ☐ Yes 有，please specify(請註明)：			
3							
	Is Shareholder U.S. Person? 股東是否美國人士？ ☐ No 不是 ☐ Yes 是			Family Relationship with Other Shareholder (s) 與其他股東存在家屬關係 ☐ No 沒有 ☐ Yes 有，please specify(請註明)：			
4							
	Is Shareholder U.S. Person? 股東是否美國人士？ ☐ No 不是 ☐ Yes 是			Family Relationship with Other Shareholder (s) 與其他股東存在家屬關係 ☐ No 沒有 ☐ Yes 有，please specify(請註明)：			

5. The Ultimate Beneficial Owner(s) 最終權益擁有人

☐ Mr.先生 ☐ Ms.女士 ☐ Mrs.夫人	English Name: 英文姓名:	ID Card No.: 身分證號碼:	Place of Issue of ID Card: 身份證發出地:
	Chinese Name: 中文姓名:	Passport No.: 護照號碼:	Place of Issue of Passport: 護照發出地:
Former Name: 前名:		Country of Birth: 出生國家:	Date of Birth 出生日期
Nationality (Please fill in more than one as appropriate): 國籍(可填寫多於一個):			Marital Status: 婚姻狀況: ☐ Single 未婚 ☐ Married 已婚
Residential Address 居住地址			Country 國家
Permanent Address (If different from residential address): 永久地址			Country 國家
(Country Code) Home Tel. No.: (國家區號) 住宅電話號碼: ( )		(Country Code) Mobile Phone No.: (國家區號) 手提電話號碼: ( )	
Country(ies) / Jurisdiction (s) of Residence for Tax Purposes (Please select one or more as applicable) 稅務居民所在國家 / 司法管轄區 (可多於一個) ☐ China 中國 ☐ Hong Kong 香港 ☐ United States 美國 ☐ Other 其他：			Is U.S. Person? 是否美國人士？ ☐ No 不是 ☐ Yes 是
E-mail Address: 電子郵件地址:		U.S. Tax Obligation 美國稅務責任: ☐ Yes 有 (TIN 稅務身份號碼：_____) ☐ No 沒有	
Shareholding 所佔股權(%):		Control 所佔控制權(%):	

6. Share Capital 股本

Authorized Share Capital
法定股本 :_____
Par Value of Each Share
每股面值 :_____
Issued Share Capital
已發行股本 :_____
Par Value of Each Share
每股面值 :_____

7. Financial Profile 財務狀況

Latest Annual Profit
最近年度稅後純利: _____
Annual Profit (after tax) in preceding year
前一年度稅後純利:_____
Total Net Asset Value
資產淨值 :_____
Liquid Assets
流動資產: _____

Source of Capital 資本來源
☐ Dividend / Interest Income 股息/利息收入
☐ Manufacturing Profits 生產利潤
☐ Service Income 服務收入
☐ Trading Profits 營業溢利
☐ Others 其他 _____

Annual Net profit (HKD) 全年淨利潤(港幣)
☐ $0-$500,000
☐ $500,001-$1,000,000
☐ $1,000,001-$2,500,000
☐ $2,500,001-$5,000,000
☐ >$5,000,001
☐ Others 其他 _____

8. Investment Experience and Habits 投資經驗及習慣

i) Products 產品
☐ Stocks/Investment Funds 股票/投資基金 ☐ Bonds 債券 ☐ Derivatives(Futures/Options/Warrants) 衍生工具(期貨/期權/認股權證) ☐ Foreign Currencies 外幣 ☐ Others其他: _____

ii) Experience(in year(s))經驗(年)
☐ Less than 1 year 少於一年 ☐ 1-5 years 一至五年 ☐ 6-10 years 六至十年 ☐ More than 10 years 多於十年

iii) Investment Habits投資習慣
☐ Short Term 短線 ☐ Medium Term 中線 ☐ Long Term 長線 ☐ Others, please specify 其他，請註明 _____

9. Investment Objectives and Risk Tolerance 投資目的及可承受風險

i) Investment Objective 投資目的：
☐ Hedging 對沖 ☐ Capital Gain 資本增值 ☐ Dividend Income 股息收 ☐ Speculation 投機
☐ Others 其他：_____

ii) Risk Tolerance•可承受風險•
☐ Low 低風險 ☐ Medium 中等風險 ☐ High 高風險

• *Securities Margin Account belongs to Medium and/or High risk categories.*證券保證金買賣帳戶屬於"中等風險"及/或"高風險"類別。

10. Client's Knowledge of Derivative Products 客戶對衍生產品的認識

The Client acknowledges and understands the Company will assess whether the Client has adequate knowledge on derivative products according to the information the Client provided.
客戶知悉及明白公司將根據以下的資料以評估客戶是否對衍生工具產品有認識。

☐ 1. The Client underwent training or attended courses on derivative products.
客戶曾接受有關衍生產品的培訓或修讀相關課程。

☐ 2. The Client has current or previous work experience related to derivative products.
客戶現時或過去擁有與衍生產品有關的工作經驗。

☐ 3. The Client has executed five or more transactions within the past three years in derivative products, e.g. Derivative Warrants, Callable Bulll/Bear Contracts, Stock Options, Futures and Options, Commodities, Structured Products, and Exchange Traded Funds, etc.
客戶於過去 3 年曾執行 5 次或以上有關衍生產品的交易，例如：衍生權證、牛熊證、股票、期權、期貨及期權、商品、結構性產品及交易所買賣基金等。

☐ 4. The Client has **NOT** acquired knowledge of derivative products.
客戶沒有衍生工具之認識。

11. Settlement Account Information 結算帳戶資料

i) **Hong Kong Dollar Account** 港元帳戶
The Client hereby instructs and authorizes that the following Hong Kong dollar account of a Hong Kong licensed bank will be used as the settlement bank account for Hong Kong dollar. Payment due from the Company to the Client shall, at the cost and risk of the Client, be settled by depositing a cheque into or transferring payment to the said bank account:
客戶謹此指示及授權使用以下香港持牌銀行的港元帳戶，作為港元結算帳戶。本公司結欠客戶的款項，須透過存入支票或轉帳至此銀行帳戶結算，其費用及風險由客戶承擔:

Bank 銀行: _____ Account Name 帳戶名稱: _____

Account No.帳戶號碼: _____ FPS No. 轉數快號碼: _____

ii) **Foreign Currency Account** 外幣帳戶
The Client hereby instructs and authorizes that the following foreign currency account will be used as the settlement bank account for that foreign currency. Payment due from the Company to the Client shall, at the cost and risk of the Client, be settled by depositing a cheque into or transferring payment to the said bank account:
客戶謹此指示及授權使用以下外幣賬戶，作為有關外幣的結算賬戶。本公司結欠客戶的款項，須透過存入支票或轉賬至此銀行賬戶結算，其費用及風險由客戶承擔:

Currency 貨幣 : _____ SWIFT Code 國際代碼 : _____

Bank 銀行/Branch 分行 : _____ Bank Address 銀行地址 : _____

Account Number 帳戶號碼 : _____ Account Name 帳戶名稱 : _____

12. Additional Sub Account Services (For Fund Deposit ONLY) 附加子帳戶服務 **(**僅作存款之用**)**

Please be acknowledged that the Company will apply the sub account services in Bank of Communications Company Limited (Hong Kong Branch) for our clients. 本公司將為客戶申請交通銀行股份有限公司 (香港分行) - 子帳戶服務。

The Company will terminate the abovementioned Sub Account Services immediately, when the account is being closed.
當客戶取消在本公司開立之上述戶口時，本公司將同時取消客戶的交通銀行股份有限公司 (香港分行) - 子帳戶。

13. Daily Statements/Contract Notes/ Monthly Statements delivery 日結單**/**買賣單據**/**月結單交付

Daily Statements/Contract Notes/ Monthly Statements will be delivered to client by E-mail with 日結單/買賣單據/月結單將會以以下語言通過電郵方式傳送至客戶端

Language of Statements 帳戶結單語言： ☐ Chinese 中文 ☐ English 英文

ACCOUNT OPERATION 帳戶操作

14. Authorized Person 獲授權人士

The Client hereby appoints the following persons as the Authorized Person(s) in relation to verbal and written instructions.
就口頭指示及書面指示，客戶謹此委任以下人士作為獲授權人士。

i) Verbal Instructions 口頭指示

Verbal instructions given by any one of the following Authorized Person(s) will be valid:
以下任何一位獲授權人士所給予的口頭指示均為有效：

	Authorized Person (1) 獲授權人士 *(1)*	*Authorized Person (2)* 獲授權人士 *(2)*	*Authorized Person (3)* 獲授權人士 *(3)*
Name 姓名：			
HKID/Passport No. 香港身份證護照號碼：			
Contact No. 聯絡電話號碼:			

ii) Written Instructions 書面指示

Written instructions given by any _____of the following Authorized person(s) will be valid:
以下_____位獲授權人士所給予的書面指示均為有效：

	Authorized Person (1) 獲授權人士 *(1)*	*Authorized Person (2)* 獲授權人士 *(2)*	*Authorized Person (3)* 獲授權人士 *(3)*
Name 姓名：			
HKID/Passport No. 香港身份證護照號碼：			
Contact No. 聯絡電話號碼:			
Specimen Signature 簽名式樣：			

iii) Settlement Instructions 交收指示

Settlement instructions given by any _____of the following Authorized person(s) will be valid:
以下_____位獲授權人士所給予的交收指示均為有效:

	Authorized Person (1) 獲授權人士 *(1)*	*Authorized Person (2)* 獲授權人士 *(2)*	*Authorized Person (3)* 獲授權人士 *(3)*
Name 姓名：			
HKID/Passport No. 香港身份證護照號碼：			
Contact No. 聯絡電話號碼:			
Specimen Signature 簽名式樣：			

DECLARATION 聲明

15. Disclosure of Identity 披露身份

i) The ultimate beneficial owner of the Account(s)
帳戶之最終實益擁有人

Name 姓名:_____ Phone No.聯絡電話:_____

ID Card/Passport No.身份證/護照號碼:_____ Place of issue 簽發地:_____

ii) Is Client a licensed corporation registered with the Securities and Futures Commission or registered institution under the Banking Ordinance?
客戶是否為香港證券及期貨事務監察委員會定義之持牌法團成註冊機構?
☐ No 否 ☐ Yes 是 CE No.中央編號: _____

iii) Is any director, shareholder or authorized person of the client an employee of any participant of the Stock Exchange of Hong Kong, a licensed corporation under the Securities and Futures Ordinance, or a registered institution under the Banking Ordinance (whether he/she is currently a SFC licensed/HKMA registered person or not)?
客戶之任何董事、股東或授權人士是否為香港聯合交易所參與者或任何根據證券及期貨條例註冊持牌法團或銀行業條例之註冊機構之僱員〈不管閣下現時是否為證監會持牌代表/金管局註冊人士〉?
☐ No否 ☐ Yes 是

Name of Participant/Licensed Corporation /Registered Institution:_____
參與者/持牌法團/註冊機構名
CE No.中央編號: (Employer僱主)_____(Employee僱員) (If applicable如適用)_____

iv) Is the Client's shareholder, director, authorized person or ultimate beneficial owner, includes a head of state, head of government, senior politician, senior government, judicial or military official, senior executive of a stated-owned corporation and an important political party official?
客戶之股東、董事、獲授權人或帳戶最終權益擁有人，是否擔任或曾擔任重要公職，包括國家元首、政府首長、資深從政者、高級政府、司法或軍事官員、國有企業高級行政人員及重要政黨幹事？

☐ No 否
☐ Yes, details as follows 是，請見以下資料:

_____

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

i) Is the Client's shareholder, director, partner, authorized person or ultimate beneficial owner related to any employee or director of the Company or its associated companies?
客戶之股東、董事、合夥人、獲授權人或帳戶最終權益擁有人是否與本公司或其聯營公司之任何僱員或董事有任何親屬關係？

☐ No 否 ☐ Yes 是 Name of employee/director 僱員/董事姓名:_____Relationship 關係:_____

ii) Is the Client's shareholder, director, partner, authorized person or ultimate beneficial owner a staff of the Company or its associated companies?
客戶之股東、董事、合夥人、獲授權人或帳戶最終權益擁有人是否本公司或其聯營公司之僱員？

☐ No 否 ☐ Yes 是 Name of employee 僱員姓名:_____Position 職位:_____

iii) Is any member of the Client's group of companies a client of the Company?
客戶的公司集團任何成員是否為本公司之客戶？

☐ No 否 ☐ Yes 是 Account Name of The Relevant Group Member 有關集團成員帳戶名稱:_____

Account No.帳戶號碼:_____

iv) Does the Client and/or any member of the same group of companies of the Client control 35% or more of the voting rights of a company which is securities margin client of the Company?
客戶及/或客戶的公司集團任何成員是否控制一間公司 35%或以上的投票權，且此為本公司的證券保證金客戶？

☐ No 否 ☐ Yes 是 Account Name 帳戶名稱:_____Account No.帳戶號碼:_____

17. United States Status Certification 美國身分聲明

i) Is the Director or the Shareholder or the Client's ultimate beneficial owner a United State 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，董事或股東或其最終受益人是不是美國人?
☐ No 否 / ☐ Yes 是, TIN is 美國聯邦納稅人識別碼是: _____

ii) For any Director or the Shareholder or the Client's ultimate beneficial owner who has the below particular(s), please tick the appropriate box(es).
對於具以下明細的董事或股東或其最終受益人, 請剔選合適的方格。
☐ 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 instruction 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 提供一個轉交地址或代存郵件地址

18. Risk Disclosure Statements and Disclaimers 風險披露聲明與免責聲明

i) **Securities Trading Account** 證券交易帳戶 Please open a Securities Trading Account for me/us, the undersigned Client(s). I/We acknowledge receipt of the English or Chinese versions of the Client Agreement (which set out the Client Agreement, On-line Trading Agreement, Personal Information Collections Statement, and Risk Disclosure Statements). I/We have read and understood the provisions of the Client Agreement and accept to be bound by the same. 請為本人/吾等(即在下面簽署的客戶)開立證券交易帳戶。本人/吾等確認已經收取客戶協議之英文或中文版本(包括客戶協議、網上交易協議、個人資料收集聲明，及風險披露聲明)。本人/吾等已閱讀並明白客戶協議的條款，並接受這些條款的約束。	☐ Agree 同意 ☐ Disagree 不同意
ii) **On-line Trading** 網上交易 I/We, the undersigned Client(s), want to use on-line trading services. I/We have read and understood the provisions of the On-line Trading Agreement and accept to be bound by the same. Please send on-line Trading Account No. and Password to my email address provided. 本人/吾等(即在下面簽署的客戶)欲使用網上交易服務。本人/吾等已經閱讀並明白網上交易協議的條款，並接受這些條款的約束。本人/吾等欲以填報的電郵地址收取網上交易帳號及密碼。	☐ Agree 同意 ☐ Disagree 不同意
iii) **Client Risk Disclosure Declaration** 客戶風險披露聲明 I/We hereby certify, declare and acknowledge that I/we have fully understood the risk disclosure statements in the language of my/our choice. I/We have been invited to read the risk disclosure statements, and to ask questions and take independent advice, if I/we wish. 本人/吾等現保證、聲明及確認已獲得並完全明白按本人所選擇的語言之風險披露聲明書，本人/吾等已獲邀閱讀此風險披露聲明書、提出問題及徵求獨立意見(如本人/吾等有此意願)。	☐ Agree 同意 ☐ Disagree 不同意
iv) **Derivative Warrants, Callable Bull/Bear Contracts, and Exchange-traded Funds (Client Declaration)** 衍生權證、牛熊證及在交易所買賣基金 **(**客戶聲明**)** I/We hereby certify, declare and acknowledge that I/we have fully understood the risk disclosure statements & notes relating to Derivative Products Trading, including the risks of derivative warrants, callable bull/bear contracts, and exchange-traded funds in the language of my/our choice. I/We have been invited to read the risk disclosure statements, and to ask questions and take independent advice, if I/we wish. 本人/吾等現保證、聲明及確認已獲得並完全明白按本人所選擇的語言之風險披露聲明書及有關買賣衍生產品的注意事項，包括列明衍生產品中的衍生權證、牛熊證及在交易所買賣基金的性質及各種風險，本人/吾等已獲邀閱讀此風險披露聲明書、提出問題及徵求獨立意見(如本人/吾等有此意願)。	☐ Agree 同意 ☐ Disagree 不同意
v) **Notes for Trading and operation of Account, Fees and Charges** 買賣及帳戶運作須知及收費詳情 I/We acknowledge receipt of the English or Chinese version of the Notes for Trading and Operation of Account, Fees and Charges. I/We have read and understood the provisions of all clauses and accept to be bound by the same. 本人/吾等確認已經收取英文或中文版本的買賣及帳戶運作須知及收費詳情。本人/吾等已閱讀並明白各項條款，並接受這些條款的約束。	☐ Agree 同意 ☐ Disagree 不同意
vi) **Client's Declaration for Data Protection** 客戶個人資料保障 I/We have carefully read, fully understood and agreed to accept and be bound by the Personal Information Collections Statement (the "Statement") in the Client Agreement of the Company. I/We hereby consents to the contents of the Statement and the use of the data by the Company in direct marketing. 本人/吾等已仔細閱讀、完全理解並同意接受並遵守載於本公司的客戶協議中關於個人資料收集聲明（「聲明」），並同意聲明的所有內容及同意本公司使用其個人資料作直接促銷用途。	☐ Agree 同意 ☐ Disagree 不同意

19. Declaration and Agreement by Client 客戶的聲明及同意

The undersigned (whose particulars are set out in this Account Opening Form) (the "**Client**"), agrees to open trading account(s) (the "**Account(s)**") with the Company upon and subject to all the provisions of this Account Opening Form and the relevant Sections of Client Agreement (the "**Agreement**") applicable to the Account(s) that the Client applies to open.

以下簽署人（其資料詳列於本帳戶開戶表格）(「客戶」）同意按照本帳戶開戶表格的所有條款，以及相關章數的客戶協議（「協議」）中適用於客戶申請開立之帳戶的所有協議，在本公司內開立交易帳戶（「帳戶」）。

By signing this Part, the Client hereby declares, agrees and confirms that:-

倘簽署本部份，客戶現聲明、同意及確認:-

(a) the information provided in this Account Opening Form is complete, true and accurate. The Company is entitled to rely fully on such representations and information for all purposes, unless the Client informs the Company in writing of any change to that information;
於本帳戶開戶表格所提供的資料屬完整、真實及準確。本公司有權基於一切目的倚賴此等陳述及資料，除非客戶以書面通知本公司有關資料的任何改變；

(b) the Client has fully read, understood and confirmed, and agrees and accepts to be bound by all the provisions of this Account Opening Form and the Agreement (as amended from time to time) applicable to the Account(s) that the Client applies to open with the Company. The Client has been advised by the Company to seek independent legal advice;
客戶已完全閱讀、明白及確認，以及同意並接納本帳戶開戶表格的所有條款，以及適用於客戶向本公司申請開設之帳戶的所有協議（及其不時作出的修改）並同意受其約束。本公司已建議客戶尋求獨立法律意見；

(c) the contents of the Agreement have been fully explained to the Client in a language which the Client understands;
協議的內容已以客戶明白的語言向客戶作出充分的解釋；

(d) the Company reserves its rights to amend the Agreement from time to time. Such amendments shall be incorporated into the Agreement unless objected to in writing by the Client within 14 days from the notice of the Company;
本公司保留不時更改協議的權利。除非客戶在本公司發出通知後的 14 天之內以書面提出反對，上述的改動將被納入協議之內；

(e) In the event that there is any inconsistency between the English version and the Chinese version of the Account Opening Form and the Agreement, the English version shall prevail. The Company may provide a hard copy of the English version upon request; and
本帳戶開戶表格和協議之中文版本及英文版本如有任何歧義，概以英文版本為準。如有要求，本公司會提供英文版本列印本；及

(f) the Client has read and understood the policy of the Company in relation to information of the Client as contained in the Agreement, and agrees and accept to its terms.
客戶已閱讀及明白本公司載於協議內有關客戶資料的政策部份，並同意及接納其條款。

Company Chop & Authorized Signature 公司印章及授權人簽署	**Name of client (Corporate Account Holder)** 客戶名稱（公司帳戶持有人）
	Date 日期(dd/mm/yy 日/月/年) _____

20. Witness Signature 見證人簽署

Name of Witness 見證人姓名	CE No. 中央編號	Witness Signature 見證人簽署	Date(dd/mm/yy) 日期(日/月/年)

21. Declaration by the licensed or registered staff 持牌或註冊人員之聲明

I, the undersigned, confirm that I have provided the Client Agreement and the Risk Disclosure Statement in a language (English or Chinese) of the client's choice and that I have invited the Client to read the mentioned documents, ask questions and take independent advice, if the Client wishes.
本人，下方簽署者，確認已經向客戶提供了以客戶選擇的語言(英文或中文)之客戶協議及風險披露聲明，並且本人已經邀請客戶閱讀上述文件，提出有關問題及徵求獨立意見(如客戶有此意願)。

Name of Registered Person 持牌人員姓名	CE No. 中央編號	Signature 簽署	Date(dd/mm/yy) 日期(日/月/年)

IF THE DOCUMENT IS NOT EXECUTED BY THE CLIENT(S) IN FRONT OF THE COMPANY'S EMPLOYEE OR ITS AFFILIATE OR SUBMITTED WITH AN APPROPRIATE CHEQUE[1] , BELOW SHOULD BE SIGNED BY A SPECIFIED PERSON[2] [if applicable]

如客戶/聯名客戶並非在本公司的僱員面前簽立此文件或連同適當的支票[1]遞交，則以下應由指定人士[2]簽署〔如適用者〕

The undersigned person hereby certifies the signing of this document (together with the Client Agreement) by the above Client/ Joint Clients (please delete either one) and sighting of related identity documents of such Client(s).

下述簽署人士謹此驗證以上客戶/聯名客戶(請刪去其中一項)簽立此文件(連同上述的客戶協議)及其有關的身份證明文件:-

Designated Witness Signature 見證人簽署	Designated Witness Name 見證人姓名	
	ID Card/Passport/CE No. 身份證/護照/中央編號	
Date 日期(dd/mm/yy 日/月/年) _____	Occupation of Designated Witness 指定見證人職務	

Contact details 聯絡資料

Tel. No.電話號碼：_____ Email Address 電郵地址：_____

[1] A crossed cheque bearing your name shown in your identity document and drawn on your account with a licensed bank in Hong Kong with your same signature(s) as shown in this Form in favour of "Yaw Kai Financial Group Limited" for not less than HKD10,000 (or such other amount as may be advised by the Company. Your approved new account will not be activated until the cheque is cleared.
客戶在香港的持牌銀行開立的賬戶並由客戶所簽發(該簽名須與此開戶表上的客戶簽名相符)並載有客戶在其身份證明文件上所顯示的姓名的劃線支票，而該支票抬頭人須為"耀佳金融集團有限公司"及其數額不得少於 10,000 港元(或本公司通知客戶的其他數額)。客戶被批核的新帳戶必須待支票兌現後才可使用。

[2] 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 designated by Yaw Kai Financial Group Limited, Notary Public or Chartered Secretary.
任何香港證監會持牌人或註冊人、其聯繫人士、太平紳士、銀行分行經理、執業會計師、耀佳金融集團有限公司之指定律師、公證人或特許秘書。

For Official Use Only 只供公司內部使用

文件核查列表 (客戶服務部)	交收部	客戶服務部 (文件確認)	
☐ 所有獲授權人、董事、帳戶最終實益人之身份證/護照副本 ☐ 所有獲授權人、董事、帳戶最終實益人之最近三個月住址證明 ☐ 最近三個月附客戶名稱之地址證明 ☐ 董事會決議案 (Board Minutes) ☐ 公司組織章程及細則 (M & A) ☐ 公司組織圖 (由董事簽署) ☐ 公司註冊證書 ☐ 商業登記證書 ☐ 董事名單及股東名單之核證副本 ☐ 最近期的財務報告 ☐ 最近六個月內簽發之存續證明(海外註冊成立的公司) ☐ 網上報價服務協議 ☐ 見證人簽署 ☐ 持牌人士簽署	☐ 輸入客戶資料 ☐ 網上交易系統登入名稱發送 ☐ 網上交易系統密碼發送 ☐ 文件掃描歸檔	職員姓名	職員簽署
		交收部 (客戶資料核對) 職員姓名	職員簽署
	合規部 ☐ AML Report ☐ 公司查冊	合規部 職員姓名	職員簽署

基本佣金		利息	介紹人	客戶主任
港股佣金(%) 電話交易 網上交易	港股最低佣金($) 電話交易 網上交易	欠款利息: % 保證金利息: %		與客戶認識年期

信用限額		
職員姓名	職員簽署	信用限額

備註	For and on behalf of Yaw Kai Financial Group Limited approves, acknowledges and agrees 代表耀佳金融集團有限公司批核、確認並同意 Authorized Signature 授權簽署 Name 姓名 Position 職位 Date 日期

Securities Collateral Standing Authority (For Margin Client Only)

證券抵押品常設授權書 (只供保證金客戶簽署)

To 致：**Yaw Kai Financial Group Limited** 耀佳金融集團有限公司

Standing Authority under Securities & Futures (Client Securities) Rules 根據《證券及期貨(客戶證券)規則》所設立的常設授權

This standing authority is in respect of the treatment of our securities collateral as set out below:
本常設授權是有關處置吾等之證券或證券抵押品，詳列如下：

Unless otherwise defined, the terms used in this standing authority shall have the same meanings as in the Securities & Futures Ordinance and Securities & Futures (Client Securities) Rules as amended from time to time.
除非另有說明，本授權書之名詞與《證券及期貨條例》及《證券及期貨(客戶證券)規則》不時修訂之定義具有相同意思。

This standing authority authorizes you to 本常設授權書授權貴公司：

1. apply any of our securities or securities collateral in accordance to Terms and Conditions of Client Agreement of Margin client paragraph 19;
   依據證券保證金客戶協議之條款及守則第 19 條，貴公司可運用任何吾等的證券或證券抵押品;
2. deposit any of our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you;
   將任何吾等的證券抵押品存放於認可財務機構，作為該機構向 貴公司提供財務通融之抵押品；
3. deposit any of our securities collateral with Hong Kong Securities Clearing Company Limited ("HKSCC") as collateral for the discharge and satisfaction of your settlement obligations and liabilities. We understand that HKSCC will have a first fixed charge over our securities to the extent of your obligations and liabilities;
   將任何吾等的證券抵押品存於香港中央結算有限公司(「中央結算」)，作為解除 貴公司在交收上的義務和清償 貴公司在交收上的法律責任的抵押品。吾等明白中央結算因應 貴公司的責任和義務而對吾等的證券設定第一固定押記；
4. deposit any of our securities collateral with any other recognized clearing house, or another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of your settlement obligations and liabilities; and
   將任何吾等的證券抵押品存於任何其他的認可結算所或任何其他獲發牌或獲註冊進行證券交易的中介人，作為解除 貴公司在交收上的責任和義務和清償 貴公司在交收上的法律責任的抵押品；及
5. apply or deposit any of our securities collateral in accordance with paragraphs 1,2,3, and/or 4 above if you provide financial accommodation to us in the course of dealing in securities and also provide financial accommodation to us in the course of any other regulated activity for which you are licensed or registered.
   如貴公司在進行證券交易及貴公司獲發牌或獲註冊進行的任何其他受規管活動的過程中向吾等提供財務通融，即可按照上述第(1)、第(2)、第(3)及/或第(4)段所述運用或存放任何吾等的證券抵押品。

- You may do any of these things without giving us notice. We acknowledge that this standing authority shall not affect your right to dispose or initiate a disposal by our affiliates of our securities or securities collateral in settlement of any liability owned by or on behalf of us to you, the affiliates or a third person.
  貴公司可不向吾等發出事前通知而採取上述行動。吾等確認本授權書不影響 貴公司為解除由吾等或代吾等對 貴公司、貴公司之聯繫實體或第三者所負的法律責任，而處置或促使 貴公司的聯繫實體處置吾等之證券或證券抵押品的權利。
- This standing authority is given to you in consideration of your agreeing to continue to maintain the securities margin account(s) for us.
  此賦予 貴公司之授權乃鑑於 貴公司同意繼續維持吾等之證券保證金帳戶。吾等明白吾等的證券可能受制於第三者之權利，貴公司須全數抵償該等權利後，方可將吾等的證券退回吾等。
- We under that a third party may have rights to our securities, which you must satisfy before our securities can be returned to us.
  吾等明白吾等的證券可能受制於第三者之權利，貴公司須全數抵償該等權利後，方可將吾等的證券退回給吾等。
- This standing authority is valid for a period of not more than 12 months until 31-December this year. We understand that this standing authority may be revoked by giving you written notice. Such notice shall take effect upon the expiry of 14 days from the date of your actual receipt of such notice.
  本常設授權書的有效期為十二個月，自本授權書之日起計有效。吾等可以向 貴公司客戶服務部位於上述所列明之地址發出書面通知，撤回本授權書。該等通知之生效日期為 貴公司真正收到該等通知後之 14 日起計。
- We understand that this standing authority may be deemed to be renewed on a continuing basis without our consent if you issue us a written reminder at least 14 days prior to the expiry date of this standing authority, and we do not object to such expiry date.
  吾等明白 貴公司若在本常設授權書的有效期屆滿前 14 日之前，向吾等發出書面通知，提醒吾等本授權書即將屆滿，而吾等沒有在此授權屆滿前反對此授權續期，本授權書應當作在不需要吾等的書面同意下按持續的基準已被續期。
- In the event of any difference in interpretation or meaning between the Chinese version and English version of this standing authority, we agree that the English version shall prevail.
  倘若本授權書的中文本與英文本在解釋或意義方面有任何異議，吾等同意應以英文本為準。
- We acknowledge that this standing authority and re-pledging practice of your Company has been fully explained to us and we understand and agree with the contents of this standing authority.
  吾等就本常設授權書的內容及貴公司的轉按政策獲得解釋，並且吾等明白及同意本授權書的內容。

Client Signature 客戶簽署 Authorized Signature(s) and Business Chop 授權簽署及商業印章	Date 日期

BOARD RESOLUTION

To: Yaw Kai Financial Group Limited

IT WAS RESOLVED:
That this corporation _____ be, and is Authorized and empowered to open and maintain one or more securities account(s) with **Yaw Kai Financial Group Limited** and its successors, by merger, consolidation or otherwise and assignee (the "brokers"), for the purchase and sale of securities on exchanges of which the brokers are members or otherwise (the "Account") and that:

A) Account Opening Documentation
any _____of the Authorized Person(s) named below be Authorized to sign the Account Opening Form and/or Acknowledgement of Internet Trading(if any) and /or Acknowledgement of Margin Facility(if any) and sign, seal and/or deliver on our behalf any other documentation required in connection with the opening and maintaining of the Account with the brokers:

	Name	ID/Passport No.	Contact Telephone No.	Specimen Signature
(a)				
(b)				
(c)				

B) Trading Instructions
any _____of the Authorized Person(s) named below be Authorized to give oral or written instructions in relation to the purchase or sale of any securities for the Account:

	Name	ID/Passport No.	Contact Telephone No.	Specimen Signature
(a)				
(b)				
(c)				

C) Settlement Instructions
any _____of the Authorized Person(s) named below be Authorized to give written instruction to withdraw or transfer any monies or securities in the Account:

	Name	ID/Passport No.	Contact Telephone No.	Specimen Signature
(a)				
(b)				
(c)				

D) If the client is a collective investment scheme, discretionary account and/or discretionary trust, please fill in the information below:

(i) The name of the scheme, account and or trust: _____

(ii) Identity of the person(s) ultimately responsible for giving instructions in relation to transactions to be conducted through the Account (Not applicable if it is the same as the ultimate owner(s)):_____

(iii) the investment manager who is responsible for the investment decision:

Name : _____ Registered Office Address : _____

Business Registration Number/Certificate of Certificate of Incorporation Number and Place of Incorporation:

_____

Contact Person : _____ Contact Number : _____

That this resolution shall be and remain in full force and effect until written notice of the revocation of this resolution is received by the brokers.
N.B. All unused spaces must be ruled off.

I, _____Director / Secretary of _____hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by the unanimous vote of the Board of Directors of the said corporation at a meeting duly called and held at the office of the said corporation on the_____day of_____, 20_____, in which meeting a quorum of directors were present and voting; that said resolution appears in the minutes of the said meeting, and that the same has not been rescinded or modified and is now in full force and effect.
I further certify that the said corporation is duly incorporated or organized and validly existing, and has the power to take the action called for by the foregoing resolution.

Director/Secretary:_____ Date:_____

公司決議

致：耀佳金融集團有限公司

茲決議如下：

僅此批准和授權本公司_____在耀佳金融集團有限公司及其經合併、組合或以其他方式成立之繼承人和承讓人(下稱「經紀」)開立並維持一個或多個證券戶(下稱「本帳戶」)，以便在經紀為會員或以其他身份參與之交易所買賣證券，以及：

A) 本帳戶開立文件
特此授權下列任何_____位授權人士代表吾等簽署開立戶口申請表和/或網上交易之確認(如有)和/或保證金融資之確認(如有)和簽署、加蓋印章及/或交付在經紀開立和維持本帳戶所需的任何其他文件：

	姓名	身份證/護照號碼.	聯絡電話	簽字樣本
(a)	_____	_____	_____	_____ ☜
(b)	_____	_____	_____	_____ ☜
(c)	_____	_____	_____	_____ ☜

B) 交易指示
特此授權下列任何 _____位授權人士為有關本帳戶的任何證券買賣發出口頭或書面指示：

	姓名	身份證/護照號碼.	聯絡電話	簽字樣本
(a)	_____	_____	_____	_____ ☜
(b)	_____	_____	_____	_____ ☜
(c)	_____	_____	_____	_____ ☜

C) 交收指示
特此授權下列任何 _____位授權人士發出書面指示，以提取或轉移本帳戶中的任何款項或證券：

	姓名	身份證/護照號碼.	聯絡電話	簽字樣本
(a)	_____	_____	_____	_____ ☜
(b)	_____	_____	_____	_____ ☜
(c)	_____	_____	_____	_____ ☜

D) 如客戶為集合投資計劃、全權委託帳戶及/或全權委託信託，請填寫下列有關資料

(i) 有關計劃、帳戶及/或信信託之名稱：
_____

(ii) 進行交易發出指示的最終負責人仕的身份(若與賬戶最終權益擁有人相同，則不用填寫本欄)：_____

(iii) 負責投資決定的投資經理：

姓名：_____ 註冊地址：_____

公司註冊號碼及註冊：

_____

聯絡人：_____ 聯絡電話：_____

本決議將完全有效， 直至經紀收到撤銷本決議的書面通知為止。
注：所有未填寫部分均須劃掉。

本人 _____，_____
之董事/秘書特此證明，上文是上述公司於20_____年_____月_____日正式通知並於公司辦事處舉行之董事會會議一致投票通過採納之決議之完整、真實和準確副本。該董事會會議出席人數達到法定和投票人數，決議已收載於上述會議的會議記錄，並未被取消或修訂，目前仍然完全有效。本人證明，上述公司是正式設立或成立和有效存續之公司，擁有上述決議要求其採取之行動之權力。

董事/秘書：_____ ☜ 日期：_____

LETTER OF PERSONAL GUARANTEE
個人擔保書

To 致: Yaw Kai Financial Group Limited ("the Company")
耀佳金融集團有限公司 **(**下稱“本公司”**)**
RM 1508, 15/F, The Center, 99 Queen's Road Central, Central, Hong Kong.
香港中環皇后大道中99號中環中心15樓1508室

Re 有關: Account Name 帳戶名稱:_____
Account No. 帳戶號碼:_____
Address 住址: _____
(Hereinafter referred as “the Client”) (下稱“客戶”**)**

Dear Sirs,
敬啟者:

In consideration of Yaw Kai Financial Group Limited 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 made between Yaw Kai Financial Group Limited and the Client (the “Agreement”) comprising the Account Opening Form and the Client Agreement attached thereto (as may be amended or supplemented by Yaw Kai Financial Group Limited from time to time) (receipt of a copy whereof is hereby acknowledged),I, the undersigned, (hereinafter referred as “the Guarantor”) hereby agrees as follows

基於耀佳金融集團有限公司同意依據耀佳金融集團有限公司與客戶訂立而由開戶表及附於該表格的客戶協議書(可不時由耀佳金融集團有限公司作出修改增補)所組成的協議(下稱“協議”) (謹此聲明擔保人已收妥其副本) 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(下稱“擔保人”)現同意以下各點:

1. Guarantee and Indemnity擔保及彌償

1.1 Guarantee: The Guarantor unconditionally and irrevocably guarantees to Yaw Kai Financial Group Limited 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 Yaw Kai Financial Group Limited, the Guarantor as primary obligor will pay to Yaw Kai Financial Group Limited that sum on demand by Yaw Kai Financial Group Limited provided Yaw Kai Financial Group Limited 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.

擔保：擔保人無條件及不可撤銷地向耀佳金融集團有限公司擔保，表明如客戶沒有根據協議及時在耀佳金融集團有限公司指定的日期或方式支付任何根據協議應支付予耀佳金融集團有限公司的款項，包括但不限於任何開支、成本及損失，則作為主要責任人，擔保人將會向耀佳金融集團有限公司支付耀佳金融集團有限公司所要求支付的款項，但耀佳金融集團有限公司並沒有任何責任(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 Guarantor as Principal Debtor: As between the Guarantor and Yaw Kai Financial Group Limited 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 Yaw Kai Financial Group Limited such sum as may be demanded by Yaw Kai Financial Group Limited whether or not Yaw Kai Financial Group Limited 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:

擔保人作為主要債務人：在擔保人與耀佳金融集團有限公司之間而言(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。擔保人同意向耀佳金融集團有限公司支付任何耀佳金融集團有限公司可能會要求支付的款項(不論耀佳金融集團有限公司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 any time, indulgence, concession, waiver or consent at any time given to the Client or any other person;
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 any amendment or supplement to any clause or provision of the Agreement;
任何對協議條款或條文的修訂或補充；

1.2.3 the making or absence of any demand on the Client or any other person for payment;
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 the enforcement or absence of enforcement of the Agreement or this Guarantee;
強制執行或未有強制執行上述協議或本擔保書；

1.2.5 the taking, existence or release of any security interest or other guarantee;
任何保證權益或其他擔保的取得、行使或解除；

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
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 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.
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 Guarantor’s Obligations Continuing: The Guarantor’s obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains to be paid under the Agreement and Yaw Kai Financial Group Limited has irrevocably received or recovered all sums payable under the Agreement. Furthermore, those obligations of the Guarantor are additional to any other right which Yaw Kai Financial Group Limited 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.

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耀佳金融集團有限公司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耀佳金融集團有限公司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 Avoidance of Payments: The Guarantor shall on demand indemnify Yaw Kai Financial Group Limited against any funding or other cost, loss, expense or liability sustained or incurred by Yaw Kai Financial Group Limited 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 Yaw Kai Financial Group Limited on demand the amount so refunded by it.

支付款項的退回 ： 若耀佳金融集團有限公司因任何原因(包括破產、無償債能力、清盤或任何司法區中的類似法律) 須退回全部或部份其客戶根據協議所支付的任何款項，擔保人須在接獲要求後彌償耀佳金融集團有限公司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耀佳金融集團有限公司支付耀佳金融集團有限公司一如上述所須退回的任何款項。

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 Yaw Kai Financial Group Limited on demand.

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，擔保人並須應耀

佳金融集團有限公司的要求向耀佳金融集團有限公司支付該等款項。

2. Representations and Warranties 陳述及保證

The Guarantor represents and warrants to and for the benefit of Yaw Kai Financial Group Limited as follows:

擔保人向耀佳金融集團有限公司及為耀佳金融集團有限公司的利益作出以下陳述及保證：

2.1 Powers: It has the power to enter into, exercise its rights and perform and comply with its obligations under this Guarantee.

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 Authorization and Consents : All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:

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 to enable the Guarantor lawfully to enter into, exercise its rights and perform and comply with its obligations under this Guarantee,
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 to ensure that those obligations are valid, legally binding and enforceable, and
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 to ensure that those obligations rank and will at all times rank at least equally and ratably 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.
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 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.

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 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.

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. Interest 利息

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

支付利息 : 擔保人同意如擔保人未能如期償還耀佳金融集團有限公司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。有關利息將會由耀佳金融集團有限公司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，直至耀佳金融集團有限公司收回該等款項為止(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息率計算有關利息。

4. Payments 支付

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.

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至上述要求。

4.2 Manner of payments: On each date on which any sum is due from the Guarantor it shall make that sum available to Yaw Kai Financial Group Limited, by payment in US$ or, at Yaw Kai Financial Group Limited'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 Yaw Kai Financial Group Limited may specify.

支付方式：在每個到期付款的日子，擔保人須向耀佳金融集團有限公司提供有關的即時可動用款項，以美元或由耀佳金融集團有限公司酌情決定根據上述協議所指定的有關款項的貨幣，將該款項支付入耀佳金融集團有限公司指定的帳戶之內。

5. Set-off 抵銷

The Guarantor authorises Yaw Kai Financial Group Limited 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 Yaw Kai Financial Group Limited and its affiliates in or towards satisfaction of any sum then due from it to Yaw Kai Financial Group Limited under this Guarantee and unpaid and, for that purpose, to convert one currency into another. In relation to Yaw Kai Financial Group Limited, an affiliate means an entity directly or indirectly controlling, controlled by or under common control with Yaw Kai Financial Group Limited. For this purpose, "control" of any entity or Yaw Kai Financial Group Limited means ownership of a majority of the voting power of the entity or Yaw Kai Financial Group Limited as the case may be.

擔保人授權耀佳金融集團有限公司及其聯屬人在毋須給予事先通知的情況下，將擔保人在耀佳金融集團有限公司及耀佳金融集團有限公司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)或將耀佳金融集團有限公司及耀佳金融集團有限公司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耀佳金融集團有限公司而仍未付還的款項。為達至該目的，擔保人並且授權耀佳金融集團有限公司將有關款項由一種貨幣轉換成另一種貨幣。聯屬人就耀佳金融集團有限公司而言，指耀佳金融集團有限公司直接或間接擁有的任何實體，任何直接或間接擁有耀佳金融集團有限公司的實體；或任何與耀佳金融集團有限公司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" 一個實體或耀佳金融集團有限公司指持有該實體或耀佳金融集團有限公司的過半數表決權。

6. Transfer 轉讓

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

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 Yaw Kai Financial Group Limited: Yaw Kai Financial Group Limited 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.

耀佳金融集團有限公司：耀佳金融集團有限公司可於通知或不通知擔保人的情況下出讓或轉讓耀佳金融集團有限公司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，耀佳金融集團有限公司毋須取得擔保人的同意。

6.3 Disclosure of Information: Yaw Kai Financial Group Limited 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 Yaw Kai Financial Group Limited may think fit.

資料披露 : 耀佳金融集團有限公司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. No Implied Waivers, Remedies Cumulative 無隱含的寬免、累積的補救

No failure on the part of Yaw Kai Financial Group Limited 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).

即使耀佳金融集團有限公司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，亦不會限制耀佳金融集團有限公司日後行使或進一步行使有關或其他的權利或補救。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. Communications 通訊

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 Yaw Kai Financial Group Limited are as listed above.

根據本擔保所作出的通訊須由傳真、電傳或書面方式作出。擔保人及耀佳金融集團有限公司各自最初的聯絡資料列出如上。

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

視作交付：擔保人所作出的通訊或通知將會是不可撤銷的，並且要直至耀佳金融集團有限公司收到後方才生效。任何由耀佳金融集團有限公司作出的通訊或通知將會不可質疑地視作為已由擔保人收妥。

9. Partial Invalidity 部份不生效

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.

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. Language 語言文字

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.

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. Personal Data 個人資料

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

擔保人已看過及明白耀佳金融集團有限公司的個人資料收集聲明，擔保人並同意耀佳金融集團有限公司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，該聲明將適用於耀佳金融集團有限公司處理擔保人的個人資料程序中。

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

擔保人明白其作為個人擔保人是有權向耀佳金融集團有限公司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 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.

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. Governing Law 準據法

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.

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。

Dated this_____day of _____.

此擔保書於_____年_____月_____日

SIGNED, SEALED and DELIVERED by:

簽署、蓋章和交付：

WITNESS TO THE GUARANTOR'S SIGNATURE(S):-

見證擔保人簽署的見證人：

_____

Signature 簽署

Personal Particular of the Guarantor 擔保人資料：

Name 姓名:_____

Address 地址:_____

_____

_____

Telephone number 電話號碼: _____

Fax number 傳真號碼: _____

Occupation 職業: _____

_____

Witness Signature 見證人簽署

Name 姓名:_____

Address 地址:_____

_____

_____

Occupation 職業:_____

Bond Risk Disclosure Statement
債券風險披露聲明

Principal Risks of the Product 產品主要風險

Investors should carefully review the details and risks disclosed in the relevant product subscription agreement (if applicable) before deciding whether to invest in this product. The principal risks include, but are not limited to, those outlined below:

投資者在決定是否投資該產品前，應審慎閱讀相關產品認購書（如適用）所披露的細節及風險。主要風險包括但不限於下頁所載：

1. Credit Risk 信貸風險
   Investors are exposed to the credit risk of the bond issuer and the guarantor (if applicable). Any changes in their credit ratings may affect the price and value of the bond.債券的流動性可能有限，及可能無活躍交易，及/或沒有經紀在市場提供報價，因此：

2. Liquidity Risk流動性風險
   Bonds may have limited liquidity and may not be actively traded. There may be no market makers providing quotes. Therefore:
   (i) Market values and/or indicative bid/ask prices may not be available at all times, depending on market liquidity and conditions;
   (ii) Selling bonds in the market may take longer or be impossible;
   (iii) Execution prices may differ significantly from the Bank's indicative bid prices, to the detriment of investors.
   投資者須承擔發債機構及擔保機構（如適用）的信貸風險，他們的信貸評級如有任何變動將會影響本債券的價格及價值。債券附帶發債機構違責的風險，即發行機構有機會未能如期支付本金和利息。在最壞的情況下如發行人及擔保人（如適用）破產，投資者可能會損失全部投資。信貸評級機構給予的信貸評級并非對發債機構信用可靠程度的保證。
   (i) 不可以在任何時間均能提供債券的市值及/或參考買入/賣出價，因其將取決於市場的流動性和情況；
   (ii) 可能需要較長時間或無法於市場上出售債券及；
   (iii) 所執行的賣出價可能與本行參考買入價有很大的差別，對投資者不利。

3. Interest Rate Risk利率風險
   Bonds are sensitive to interest rate fluctuations. Generally, bond prices fall when interest rates rise.債券較易受到利率波動的影響。一般來說，利率上升，債券價格便會下跌。

4. Market Risk市場風險
   The value of investments may fluctuate due to political, legal, economic conditions, and interest rate changes. These factors affect all markets and asset classes. Investors may receive less than their original investment.
   投資價值可能會因政治、法律、經濟條件及利率變化而有波動。這些變化在全部市場及資產類別上都很普遍，投資者取回的投資金額有可能少於初次投放的資金。

5. Foreign Currency Risk外幣風險
   For bonds denominated in foreign currencies, investors may incur exchange losses when converting redemption proceeds into their local or base currency.以外幣報價之債券，當把贖回之金額轉換為本土或基本貨幣時，投資者有可能出現兌換損失。

Customer Declaration 客户聲明**:**

I hereby declare that I agree and understand the Bond Risk Disclosure.

本人(等) 謹此聲明: 本人(等) 同意及清楚明白債券風險披露聲明。

Signature of Account Holder
帳户持有人簽署

Date 日期

只適用於以人民幣發行或掛鈎資產以人民幣發行之產品

人民幣與外幣（包括港元）的兌換須受中國的規管限制。人民幣現時并非自由兌換的貨幣，及透過香港銀行兌換人民幣需受若干限制。香港特區及中國內地兩地的人民幣與外幣兌換是受中國政府規管，此舉或會影響資金流量。

高息產品風險

投資於高息債券，除以上列舉的一般風險外，還須承受其他風險，例如：

1.較高的信貸風險

高息債券的評級通常低於投資級別，或不獲評級，因此涉及的信貸機構違責風險往往較高

2.受制於經濟周期的轉變

經濟下滑時，高息債券價值的跌幅往往會較投資級別債券為大，原因是(i)投資者會較為審慎，不願承擔風險；(ii)違責風險加劇。

某些債券可能別具特點及風險，投資時須格外注意。這些包括：

1.永續性債券的風險

永續性債券不設到期日，其利息派付取決於發債機構在非常長遠的時間內的存續能力，利息或會因根據其條款及細則而有所延遲或終止。一般而言，永續性債券一般為可贖回及/或為后償債券，投資者須要承受再投資風險及/或為后償債券風險，詳情如下。

2.可提早贖回債券的再投資風險

如果這是可提早贖回的債券，當發債機構於債券到期前行使贖回權，投資者便會面對再投資風險。投資者於再投資時可能會收到較小的孳息率。

3.後償債券的風險

後償債券於發債機構遭清盤后的清盤過程中獲較低之索償權，因此后償債券之持有人將承受比優先債券更高的風險。后償債券為無抵押，其信貸評級及債務的優先次序較優先債券為低。投資者應特別注意產品之信貸資料，包括發債機構，債券或擔保人的信貸評級(視情況而定)。

4.浮息及 / 或延遲派付利息的風險

如果債券具有浮息及 / 或延遲派付利息的條款，投資者便無法確定將收取的利息金額及利息派付的時間。

5.可延遲到期日的風險

如果債券具有可延遲到期日的條款，投資者便沒有一個訂明確償還本金的確實時間表。

6.股票及債券的投資風險

屬可換股或可交換性質的債券，投資者須循時承受股票及債券的投資風險；及 / 或 具有或然撇減或彌償虧損特點的債券，當發生觸發事件時，這些債券可能會作全數或部分撇帳，或轉換為普通股。

Bond Risk Disclosure

Key Product Risks

It is crucial to understand the specific forms and risks mentioned in the relevant offering documents (if applicable) before investing. Key risks include but are not limited to as stated on the next page:

1. Credit Risk

Investors assume credit risk of the Issuer and the Guarantor (if applicable). Any changes to the credit rating of them will affect the price and value of the bonds. Bonds are subject to the risk of the issuer defaulting on its obligations, i.e. an issuer fails to make principal and interest payments when due. The worst case such as bankruptcy of the Issuer/Guarantor will result in the loss of your entire investment. Credit ratings assigned by credit rating agencies do not guarantee the creditworthiness of the issuer.

2. Liquidity Risk

The bond may have limited liquidity and may not be actively traded and/or quoted by brokers in the market. As such,

(i) The value of bond and/or indicative bid/offer price will depend on market liquidity and conditions and may not be available at all times;

(ii) It may take a longer time or impossible to sell the bond to the market; and

(iii) The executable sale price may be unfavorably different by large amounts from the indicative bid price quoted.

3. Interest Rate Risk

Bonds are more susceptible to fluctuations in interest rates and generally prices of bonds will fall when interest rates rise.

4. Market Risk

The value of investments may fluctuate due to changing political, legal, economic conditions and change in interest rate. This is common to all markets and asset classes. Investor may get back an amount substantially less than initially invested.

5. Currency Risk

For bonds denominated in a foreign currency, there may be an exchange loss when converting the redemption amount back to the local or base currency.

For Product denominated in Renminbi (RMB) or with underlying assets that are denominated in RMB only

Conversion between RMB and foreign currencies, including Hong Kong dollar, subject to PRC regulatory restrictions – RMB is currently not freely convertible and conversion of RMB through banks in Hong Kong is subject to certain restrictions. The PRC government regulates conversion between RMB and foreign currency both in Hong Kong SAR and mainland China, which as a result may affect the liquidity.

High-yield Bonds Risks

In addition to the generic risks listed above, high-yield bonds are subject to risks such as:

1. Higher Credit Risk

Since they are typically rated below investment grade or are unrated and as such are often subject to a higher risk of issuer default.

2. Vulnerability to Economic Cycles

During economic downturns such bonds typically fall more in value than investment grade bonds as (i) investors become more risk averse and (ii) default risk rises.

Some bonds may contain special features and risks that warrant special attention. These include bonds:

1. Risk associated with perpetual debentures

Perpetual debenture does not have a maturity date, and the coupon payments/pay-out depends on the viability of the issuer in the very long term. It may be deferred or even suspended subject to the terms and conditions of the issue. Furthermore, perpetual debentures are often callable and/or subordinated, and bear reinvestment risk and/or subordinated bond risk, detailed below.

2. Re-investment Risk of Callable Bond

If the bond is callable in which the issuer may redeem the bond before maturity, it is subject to reinvestment risk. The yield received when re-investing the proceeds may be less favorable.

3. Risk associated with subordinated debentures

Holders of subordinated debentures will bear higher risks than holders of senior debentures of the issuer due to a lower priority of claim in event of the Issuer's liquidation. Subordinated debentures are unsecured and have lesser priority than that of an additional debt claim of the same asset. They usually have a lower credit rating than senior bonds. Investor's specific attention is drawn to the credit information of this product, including the respective credit rating of the Issuer, the debenture and/or the guarantor, as the case may be.

4. Risk associated with variable coupon/coupon deferral features

If the bonds contain variable and/or deferral of interest payment terms, investors would face uncertainty over the amount and time of the interest payments to be received.

5. Risk associated with extendable maturity date

If the bonds contain extendable maturity dates terms, investors would not have a definite schedule of principal repayment.

6. Risk associated with convertible or exchangeable debentures

They are convertible or exchangeable in nature and investors are subject to both equity and bond investment risk; and/or that have contingent write-down or loss absorption feature and the bond may be written-off fully or partially or converted to common stock on the occurrence of a trigger event.