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環球股票交易系統申請 Global Trading System Application

客戶姓名:

客戶賬號:

Client Name:

Client Account No.:

本人欲申請環球股票交易系統：

I/We wish to apply for the Global Trading System:

同時本人已閱讀並明白，及接受參與環球股票交易所涉及的風險（如下文所言）。

I/We have also read, understood and accepted the risks involved in participating in global stock trading (as set out below).

環球股票交易之託管安排及可能涉及之風險

Custody Arrangements and Possible Risks Involved in Global Stock Trading

環球股票交易之託管安排及可能涉及之風險臚列如下：

The custody arrangements and possible risks involved in global stock trading are set out below:

任何於環球進行交易的證券或投資，其法定所有權為勝利證券代表客戶透過其委任的託管人或保管人作為其託管代理人所持有該等證券或投資。

The legal title to any securities or investments traded globally shall be held by Victory Securities on behalf of the Client through its appointed custodian or depositary acting as its custody agent.

勝利證券會盡其所能予以保管客戶的資產，提供適時的結算，以及為其所持有的證券作獨立的估值，如有。關於進行環球交易，勝利證券透過對託管代理人進行信譽及財政的穩健性評估，將客戶的資產託付予可靠的託管人。

Victory Securities will use its best endeavours to safeguard the Client's assets, provide timely settlement, and obtain independent valuation of the securities it holds, where available. For global trading, Victory Securities entrusts the Client's assets to reliable custodians by assessing the reputation and financial soundness of the custody agents.

信貸風險：

Credit Risk:

(甲) 滙率風險：倘進行的產品交易是以多種貨幣為單位，滙率風險將可能產生。若任何抵銷、綜合、合併或轉帳涉及貨幣兌換，則該兌換應按本公司不可推翻的決定認為適用的當時市場滙率計算。

(a) Exchange Rate Risk: Where product transactions are denominated in multiple currencies, exchange rate risk may arise. If any set-off, aggregation, consolidation or transfer involves currency conversion, such conversion shall be calculated at the then prevailing market exchange rate which the Company, in its irrevocable determination, considers applicable.

(乙) 託管交易對手風險：勝利證券將行使其應盡的努力以確保有效地分隔及密切檢討以防止關於託管交易對手的潛在風險如違約或無力償債或面對其他財務困難等，但並不適用於指定託管人的代理或子託管人。

(b) Custody Counterparty Risk: Victory Securities will exercise due care to ensure effective segregation and close review to guard against potential risks relating to custody counterparties, such as default, insolvency or other financial difficulties. However, this does not apply to the agents or sub-custodians of any designated custodian.

環球證券交易之取消及責任

Cancellation and Liability for Global Securities Transactions

客戶同意，任何環球證券交易（包括但不限於美國及其他海外市場之證券）如因任何執行或結算中介（包括海外執行經紀）、相關交易所、結算所或任何有權監管／自律機構之指示或決定（包括但不限於懷疑屬可疑交易、錯價或違反適用法例或規則）而被拒絕執行、取消、改動或撤銷，本公司有權對有關交易及客戶賬戶作出相應調整，而無須事先取得客戶同意。

The Client agrees that if any transaction in global securities (including but not limited to securities traded on U.S. and other overseas markets) is refused, cancelled, amended or reversed pursuant to any instruction or decision of any executing or clearing intermediary (including any overseas executing broker), relevant exchange, clearing house or any competent regulatory or self-regulatory authority (including but not limited to suspected suspicious transactions, obvious errors or breaches of applicable laws or rules), the Company shall be entitled to make corresponding adjustments to such transaction and the Client's account without prior consent from the Client.

對於上述任何拒絕執行、取消、改動或撤銷（不論相關交易是否曾顯示或被確認為「已成交」），本公司毋須向客戶作出任何賠償或補償或承擔任何責任，惟涉及本公司欺詐或故意不當行為者除外；客戶須自行承擔因此產生之所有風險及損失。

The Company shall have no obligation to provide any compensation or indemnity to the Client, nor incur any liability, in respect of any such refusal, cancellation, amendment or reversal (whether or not the relevant transaction has been shown or confirmed as "executed"), save in the case of fraud or wilful misconduct on the part of the Company, and the Client shall bear all risks and losses arising therefrom.

客戶簽署

Client Signature

日期：

Date: _____

本公司專用

For Company Use Only

(一) 文件是否齊備

1. W8 表格 ☐
2. 地址證明 ☐
3. 申請表 ☐
4. 多種貨幣轉換授權 ☐

(二) 資料輸入

1. Ayers 系統 ☐ 處理人簽署 _____
2. 生效日期 _____

Terms and Conditions in respect of Trading and Settling
客戶買賣合約文件協議書附加條款
Multi-Currency Denominated Products to the Client Trading
Agreement 關於進行多種貨幣計價產品交易及交收
(For Individual, Joint and Corporate Clients)
(個人／聯名／公司客戶適用)

This Appendix is supplemental to the Client Trading Agreement (the “Client Agreement”) entered into by **Victory Securities Company Limited** (“the Company”) and the **Client** whose name and address are set out on the first page of the Client Agreement (“the Client”) whereby both parties accepted and agreed to be bound by the following **Terms and Conditions** which the Company may in its absolute discretion provide services and facilities to the Client from time to time as stated on this Appendix and the Client Agreement.

本附加條款是由勝利證券有限公司（以下簡稱“本公司”）與客戶，其姓名及通訊地址列於客戶買賣合約文件首頁內（以下簡稱“客戶”），雙方所簽訂。本合約雙方同意遵循本附加條款及客戶買賣合約文件（以下簡稱“客戶合約”）所訂明的條款及規例，該**條例及規則**是按勝利證券有限公司以其絕對的酌情權於本附加條款及客戶合約所訂明的任何時間向客戶提供的相關服務。

1. Application and Service
適用範圍及服務

- 1.1 These Terms and Conditions in respect of trading and settling multi-currency denominated products shall, unless otherwise determined by the Company or stated in applicable specific terms and conditions, apply to all services, trading and facilities provided or offered by the Company to the Client from time to time.
本附加條款關於進行多種貨幣計價產品交易及交收，除非本公司另行決定或適用之特別條款另有列明，將適用於本公司不時提供予客戶之所有服務、交易及相關融資貸款等。
- 1.2 The Company shall be entitled from time to time to impose any limit whether in transaction amount, operating procedures or otherwise on the use of any service and such limit shall be determined by the Company at its discretion.
本公司有權不時就交易金額、操作程序或在其他情況下使用任何服務之細節加上任何限額或限制。本公司有酌情權決定對此等限額作出更改。

2. Multi-Currency Transactions
多種貨幣交易

- 2.1 The Account shall be in Hong Kong Dollars or such other multi-currencies as the Company may agree from time to time and in the event that the Client directs the Company to enter into any contract or trade any product on an exchange or other market on which such transactions are effected in a multi-currency:-
帳戶必須以港元或本公司不時同意之其他貨幣為單位，倘客戶指示本公司於任何交易所或其他市場訂立任何合約或買賣任何產品，而有關交易是以多種貨幣進行：-
- (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Client;
由於匯率波動影響該貨幣而產生之任何盈利或虧損及相關風險，全歸客戶承擔；
 - (b) all initial and subsequent deposits for margin purposes, if any, shall be made in such currency in such amounts as the Company may in its sole discretion required; and
基本及隨後存入的保證金，如有，須按本公司全權酌情決定的貨幣及金額支付；及
 - (c) when such a contract or product is liquidated the Company shall debit or credit the account of the Client in the currency in which such account is denominated at a rate of exchange (where the relevant contract or product is denominated in currency other than that of the account) determined by the Company in its sole discretion on the basis of the then prevailing money market rates of exchange between such currencies.

將合約或產品清償時，如有關合約或產品的貨幣單位與帳戶的貨幣單位不同，則須按本公司根據當時貨幣市場有關貨幣之間的通行匯率而全權酌情決定的兌換率，將有關款項兌換成適用於帳戶的貨幣，然後於有關帳戶存入或扣除。

- 2.2 All payments to be made by the Client to the Company in a currency other than Hong Kong Dollars shall be in freely transferable and immediately available funds clear of any taxes, charges, or payments of any nature when received by the Company.

倘若客戶以港元以外之其他貨幣給本公司付款，當本公司收到此等款項時，此等款項必須是可以自由轉讓和即時應用的，並已經清繳任何稅項、收費或任何性質的開支。

3. Exchange Rate Risk 匯率風險

Movements in exchange rates can be sudden and drastic. Client shall bear any risk of loss arising from exchange rate fluctuations when trading multi-currency denominated products as in the case where any clearing, settlement, consolidation, or transfer requires the conversion of one currency into another, such conversion shall be calculated at the prevailing market exchange rate.

外匯市場瞬息萬變，倘客戶進行的產品交易是以多種貨幣為單位，若任何抵銷、綜合、合併或轉帳涉及貨幣兌換，則該兌換應按本公司不可推翻的決定認為適用的當時市場匯率計算。客戶須承受因匯價波動而引致虧損的風險。

4. Payment / Interest 支付／利息

- 4.1 The Client agrees to pay any amount due to the Company by the Client hereunder as they become due or on demand by the Company in immediately available or freely transferable funds in the relevant multi-currency on the relevant due dates for payment. The Company is authorized by the Client to debit any of the Client's accounts held by the Company to pay any amount due to the Company pursuant to the Terms or any transaction effected hereunder.

客戶同意就本附加條款及客戶合約下按到期日或應本公司要求向本公司支付所有應付款項，並以可即時動用或可自由轉帳的資金於相關到期日以相關的多種貨幣支付。本公司獲客戶授權，可從本公司代客戶而持有的客戶帳戶，扣除按本附加條款及客戶合約或執行任何交易向本公司支付所有應付款項。

- 4.2 If the Client fails to pay any amount (whether denominated in Hong Kong Dollars or multi-currency) when due and payable to the Company, the Company reserves the right to charge the Client interest on any such amount until the date payment is received by the Company. Unless otherwise indicated, the Client undertakes to pay interest to the Company in respect of any debit balance specified multi-currency on the Account or any amount owing by the Client to the Company (including interest arising after a judgment debit is obtained against Client) at any time at the rate determined by the Company from time to time. Such interest shall be calculated on a daily basis and payable on the last day of each calendar month or at such other time as determined by the Company.

倘客戶不能於到期日支付予本公司任何應付款項（不論以港元或以多種貨幣為單位），本公司保留權利向客戶就有關欠款收取利息，直至本公司妥收該等欠款。除另有指明外，客戶承諾，就帳戶內的任何結欠以所訂明的多種貨幣為單位或所欠本公司的任何款項（包括對客戶判定債項後所獲取的利息），向本公司支付利息，並按本公司不時決定的利率計算。該等利息將按日計算並須於每月的最後一天或按本公司決定的其他時間支付予本公司。

- 4.3 Unless otherwise agreed, the Company will not pay the Client interest on any money (including client money) held for the Client. The Client agrees that the Company shall be entitled to retain any interest accrued on such monies.

除非另有協定，否則本公司將不會就代客持有的任何款項（包括客戶款項）給予客戶利息，客戶同意本公司可收取該等款項的任何相關利息。

5. Statements 結單

In accordance with the provisions of the Securities and Futures Ordinance, a consolidated monthly statement of Client's account denominated in multi-currency summarizing the transactions effected through such of the Services, Trading and Facilities utilized by the Client and selected by the Company during the preceding month will be issued by the Company wherever reasonably practicable.

本公司將按「證券及期貨條例」之規定並在切實可行的範圍內儘快發出在過去一個月內，客戶之交易，由本公司所選擇的綜合帳戶月結單以多種貨幣單位列示。

6. Right of Set-off & Lien

抵銷及留置權

Without prejudice and in addition to any general lien right of set-off or similar right to which the Company may be entitled by law the Company is hereby authorized and shall be entitled at any time without notice to the Client to combine or consolidate all or any of the Client's accounts of any nature and either individually or jointly with others (wherever situate and maintained with the Company for whatever purpose) with the Client's liabilities or obligations to the Company and set-off or transfer any sum or sums standing to the credit of any of such accounts in or towards satisfaction of any or all of the Client's liabilities to the Company under this Appendix and the Client Agreement, whether such liabilities be actual or contingent, primary or collateral, several or joint, or in any currencies. Where any such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by the Company to be applicable. In the event that the obligations or liabilities of the Client are not satisfied or discharged in full, the Company is hereby irrevocably authorized to sell all products, property and assets held by or in possession of the Company on behalf of the Client in any such accounts including but not limited to all options, stocks, shares or other securities (whether held for safe custody or otherwise) and utilize the proceeds to set-off and discharge all or part of the Client's liabilities or obligations to the Company regardless of whether any other person have an interest in such products, property and assets.

在不損害及附加於本公司在法律上所享有的一般留置權、抵銷權或類似權利外，本公司現獲授權及有權於任何時間及在無須通知客戶的情況下，綜合或合併客戶任何或所有的帳戶，不論任何性質、個別或與其他人聯名之帳戶（不管在何處及為何目的客戶於本公司所持有之帳戶）及客戶所欠本公司的所有債務，進行抵銷、轉讓及／或使用該些帳戶內的任何結存餘額，以償還客戶於本附加條款及客戶合約下所欠本公司之所有債務，不論此等債務是確實或待確實的、首要的或附帶的，或以任何貨幣形式為單位的。倘任何抵銷、綜合、合併或轉帳涉及貨幣兌換，則該兌換應按本公司不可推翻的決定認為適用的匯率計算。倘客戶未能清償所欠本公司之所有債務，本公司現獲不可撤銷的授權，出售本公司代客戶持有該等帳戶的所有產品、財產及資產，包括（但不限於）所有期權、股票、股份或其他證券（無論以妥為保管方式或以其他方式持有），並將出售所得款項用以抵銷及清償客戶所欠本公司的全部或部份債務，不論是否有任何其他人對有關產品、財產及資產享有權益。

7. Power of Attorney

授權書

The Client agrees to and hereby irrevocably appoints the Company with full power as his true and lawful attorney in fact, to the fullest extent permitted by law, for the purpose of carrying out the provisions of this Appendix and the Client Agreement and taking any action and executing any instrument which the Company deems necessary or advisable to accomplish the purposes of this Appendix and the Client Agreement.

客戶同意及謹此不可撤回地委任本公司為其真正及合法授權人，以在法律許可的最大範圍內全權執行本附加條款及客戶合約的條款，及在本公司認為達成本附加條款及客戶合約所訂立的目的而需要或適當的情況下採取任何行動或簽署任何文件。

8. General

一般條款

8.1 All rights of the Client pursuant to this Appendix and the Client Agreement shall also apply to any broker, agent, exchange and clearing house involved in the Transaction.

客戶根據本附加條款及客戶合約的所有權利將適用於所有在交易中參與的經紀、代理人、交易所及結算公司。

8.2 If any of the provisions of this Appendix and the Client Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such

invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Appendix and the Client Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained herein.

倘本附加條款及客戶合約之任何條文被任何合資格的司法管轄權法院或監管機構或機關判定無效或不能強制執行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本附加條款及客戶合約將繼續獲得執行，猶如該無效或不能強制執行之條文並無載於本附加條款及客戶合約內一樣。

- 8.3 The Company shall not assign any of its rights and/or obligations under this Appendix and the Client Agreement to any other person except with your prior written consent.

本公司除非獲得客戶書面批准，否則本公司不會將附加條款及客戶合約下任何本公司之權利及／或義務轉讓予任何其他人士。

I/We hereby agree with all the provisions of this Appendix to the Client Trading Agreement, and agree to be bound by all terms and conditions stated on this Agreement.

本人／吾等同意以上附加條款及客戶買賣合約文件所訂明的條款並願意遵守本合約中提及的條款及規例的所有約束。

Client Signature(s) 客戶簽署

Date 日期： _____

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- For use by individuals. Entities must use Form W-8BEN-E.
- Go to www.irs.gov/FormW8BEN for instructions and the latest information.
- Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner	2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	
6a Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required ☐
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

- 9** I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- 10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.
- Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____.

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here
☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer