



喬格理(香港)有限公司
Qogir (Hong Kong) Limited

and
與

[_____]

INVESTMENT ACCONT OPENING FORM AND AGREEMENT- PERSONAL
投資戶口開立表格和協議- 個人

Dated:

日期:

CUSTOMER'S DETAILS
客戶資料

1. 客戶資料表 CUSTOMER INFORMATION

個人/聯名帳戶第一申請人 Individual/ First Applicant	
(請選一) (Check one) <input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 小姐 Miss 申請人姓名(先寫姓氏) Applicant's Name (Family Name/ Surname First)	
<input type="text"/> 中文姓名(如適用) Chinese Name (if applicable)	
<input type="text"/>	
身份證號碼/護照號碼 Identity Card/ Passport No.	簽發地點 Place of Issue
<input type="text"/>	<input type="text"/>
出生日期(日/月/年) Date of Birth (dd/mm/yyyy)	
<input type="text"/>	
國籍 Nationality	
<input type="text"/>	
住宅地址 Residential Address	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
國家 Country	<input type="text"/>
郵遞區號 Postal Code	<input type="text"/>
聯絡電話 Contact Tel. No.	<input type="text"/>
傳真 Fax No.	<input type="text"/>
電郵 Email	<input type="text"/>
聯絡位址(如與上述不同) Correspondence Address (if different from above)	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
國家 Country	<input type="text"/>
郵遞區號 Postal Code	<input type="text"/>

聯名帳戶第二申請人 Second Applicant	
(請選一) (Check one) <input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 小姐 Miss 申請人姓名(先寫姓氏) Applicant's Name (Family Name/ Surname First)	
<input type="text"/> 中文姓名(如適用) Chinese Name (if applicable)	
<input type="text"/>	
與主要申請人關係 Relationship with Primary Applicant: <input type="checkbox"/> 親屬(請說明) Family (Please specify): _____ <input type="checkbox"/> 朋友 Friends <input type="checkbox"/> 其他(請說明) Other (Please specify): _____	
身份證號碼/護照號碼 Identity Card/ Passport No.	簽發地點 Place of Issue
<input type="text"/>	<input type="text"/>
出生日期(日/月/年) Date of Birth (dd/mm/yyyy)	
<input type="text"/>	
國籍 Nationality	
<input type="text"/>	
住宅地址(如與主要戶口申請人不同) Residential Address (if different from Primary Applicant)	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
國家 Country	<input type="text"/>
郵遞區號 Postal Code	<input type="text"/>
聯絡電話 Contact Tel. No.	<input type="text"/>
傳真 Fax No.	<input type="text"/>
電郵 Email	<input type="text"/>
聯絡位址(如與上述不同) Correspondence Address (if different from above)	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
國家 Country	<input type="text"/>
郵遞區號 Postal Code	<input type="text"/>

* 如多於兩位申請人，請使用附頁填寫有關資料。 Please use Continuation Form if there are more than two joint Applicants.

2. 就業狀況 EMPLOYMENT STATUS

職業 Occupation		職業 Occupation	
雇主名稱 Name of Employer		雇主名稱 Name of Employer	
職位 Title		職位 Title	
辦公室地址 Office Address		辦公室地址 Office Address	
國家 Country		國家 Country	
郵遞區號 Postal Code		郵遞區號 Postal Code	
聯絡電話 Contact Tel. No.		聯絡電話 Contact Tel. No.	

3. 銀行資料 BANK INFORMATION

以第三者名義帳戶收款之指示恕不接納，如申請人是聯名持有人，款項將會被轉入以所有申請人名義聯名開設之銀行帳戶。除申請人另行指示外，申請人(或聯名申請人，如適用)之款項會被轉入下列銀行帳戶：**Payments must NOT be made to accounts held in the name of a third party other than that of the Applicant.** In relation to joint Applicants, all monies payable will be transferred to an account in the name of all such joint Applicants. Unless otherwise instructed in writing, all monies payable to the Applicant (or if applicable, joint Applicants) will be transferred to the following bank account:

中轉銀行資料(如適用) Please remit to(if applicable):

中轉銀行名稱 Name of Correspondent Bank

中轉銀行之 SWIFT 代號 SWIFT Code of the Correspondent Bank

受款銀行資料 And credit directly to:

受款銀行名稱 Name of Beneficiary Bank

分行地址 Branch Address

國家 Country

郵遞區號 Postal Code

受款銀行之 SWIFT 代號 SWIFT Code of the Beneficiary Bank

受款銀行之帳號 A/C No. with Correspondent Bank

受款人資料 For further credit to:

受款人帳戶名稱 Name of Beneficiary

受款人之銀行帳號 A/C No. of the Beneficiary

4. 投資目標及經驗 INVESTMENT OBJECTIVE & EXPERIENCE

如屬於聯名帳戶，則須由第一申請人作為所有申請人之代表填寫。

This Section should be completed on behalf of all Applicants by the First Applicant of a Joint Account.

A. 您之投資目標是?

What is your investment objective?

- B1 短期 Short term 中期 Medium term 長期 Long term
- B2 資金保值 Capital preservation* 賺取收入 Income generation 資金增長 Capital Growth
- 投機 Speculation 定期及因固定收入 Regular and stable income
- 適度資本增值 Moderate capital appreciation 適度至高度資本增值 Moderate to high capital appreciation
- 最大的資本增值 Maximum capital appreciation 其他 Others: _____

*如選擇「資金保值」，你的風險類型將會自動被評估為非常保守型，只能選擇低風險的投資產品。

If you select "Capital preservation", our assessment on your risk tolerance will directly go to Conservative level, only investment products of low risk level can be invested.

B. 您之投資知識是?

What is your investment knowledge?

- 尚可 Fair 良好 Good 豐富 Extensive 無 None

C. 您之投資經驗是?

What is your investment experience?

(請於下列每一項投資產品選擇閣下之投資經驗年期 Please tick the appropriate boxes below to indicate your investment experience (in no. of years) in each type of product)

投資經驗年期 Years of investment experience	無 Nil	一年以下 Less than 1 year	一年至三年 1-3 years	三至五年 3-5 years	五年至十年 5-10 years	十年以上 More than 10 years
投資產品 Products						
Stocks, Exchange-Traded Funds, and Real Estate Investment Trusts 股票、交易所交易基金和房地產投資信託基金	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Listed Warrants and Stock Options 上市窩輪及股票期權	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTC Warrants and Stock Options 場外窩輪及股票期權	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Futures Contracts and Options 期貨合同及期權	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate Swap and Currency Swap 利率互換協議及貨幣互換協議	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spot Foreign Exchange 現貨外匯	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leveraged Foreign Exchange Contracts 槓桿式外匯合同	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Precious metals (e.g. gold) 貴金屬(如黃金)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Authorised Mutual Funds and Unit Trusts 認可互惠基金及單位信託基金	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Unauthorised Private Funds 非認可私募基金	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Equity Investment 股權投資	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Long Term Insurance (including Investment-Linked Assurance Scheme) 長期保險 (包括投資相連壽險計劃)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
存款證 Certificate of deposit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. 您預估目前流動資產淨值是?

What is the estimated amount of your current net assets?

- 少於 150 萬美元 Below US\$1.5 Million 150 萬至 500 萬美元 US\$1.5 Million – US\$5 Million
 500 萬至 1000 萬美元 US\$5 Million – US\$10 Million 1000 萬美元以上 Above US\$10 Million

E. 您名下之帳戶之款項乃來自? (可選擇多項)

What is your source of fund?

- 薪資 Income from employment 公司收入 Income from business 個人儲蓄 Savings
 遺產 Inheritance 其他(請說明) Others (Please specify): _____

F. 您預估年薪是?

What is your estimated annual income?

- 少於 25 萬美元 Below US\$0.25 Million 25 萬至 50 萬美元 US\$0.25 Million – US\$0.5 Million
 50 萬至 100 萬美元 US\$0.5 Million – US\$1 Million 100 萬至 300 萬美元 US\$1 Million – US\$3 Million
 300 萬至 500 萬美元 US\$3 Million – US\$5 Million 500 萬美元以上 Above US\$5 Million

G. 您之住屋業權是?

What is your ownership of residence?

- 自置物業 (沒有抵押) Self-owned (without mortgage, owned by the applicant)
 自置物業 (已抵押) Self-owned (with mortgage)
 租住 Rented 與家人同住 Living with family

H. 您承受風險之程度是?

What is your risk tolerance level?

- 非常低 Very Low 低 Low 中 Medium 高 High 非常高 Very High

5. KNOWLEDGE OF DERIVATIVES 衍生產品的認識

- A. 已接受有關介紹一般衍生產品之性質及風險的培訓或課程 (例如由學術機構或金融機構所提供之網上課程或教室課程)
By undergoing training or attending courses that provide general knowledge of the nature and risk of derivatives (e.g. relevant online or classroom courses offered by academic institutions or financial institutions)

請注明:

Please specify: _____

- B. 從本人/吾等現時或過去與衍生產品有關的工作經驗
From my/our current or previous work experience related to derivative products

請注明:

Please specify: _____

- C. 從本人/吾等相關之交易經驗, 即本人/吾等於過去三年內已進行了五次或以上有關衍生產品之交易 (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、不論是否於交易所進行)
From my/our relevant trading experience i.e. I/we have executed five or more transactions in derivative products (e.g. Derivative Warrants, Callable Bull/Bear Contracts, Stock Options, Futures and Options, whether traded on an exchange or not) within the past three years

- D. I/We have NOT acquired knowledge of derivative products
本人/吾等沒有衍生產品之認識

客戶的聲明及同意

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。

倘簽署本部份，客戶現聲明、同意及確認:-

- (a) 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) 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條款及條件（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) 本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) 本公司保留不時更改本協議的權利。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本協議之內；
- (e) 本帳戶開戶表格和本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) 客戶已閱讀及明白本公司載於本協議內有關客戶資料的政策部份，並同意及接納其條款。

客戶名稱（公司帳戶持有人）

客戶簽署 / 公司印章及授權人簽署

日期(日/月/年)

見證人簽署

若客戶／聯名客戶並非在喬格理(香港)有限公司的僱員/持牌或註冊人員面前簽立此文件或連同適當的支票一併遞交，則以下應由指定人士簽署。〔若適用者〕

下述簽署人士謹此驗證上述客戶／聯名客戶(請刪去其中一項) 簽立此文件(連同該協議書) 及其有關的身份證明文件。

見證人簽署

見證人姓名

日期(日/月/年)

身份證/護照/證監會中央編號:

見證人職務:

聯絡資料

電話號碼：

電郵地址：

客戶在香港的持牌銀行開立的帳戶並由客戶所簽發(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”喬格理(香港)有限公司”及其數額不得少於港幣10,000(或喬格理(香港)有限公司通知客戶的其他數額)。

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、律師或公證人。

持牌或註冊人員之聲明

客戶已獲提供以其所選語言之有關風險披露聲明及免責聲明。以下簽署之持牌或註冊人員已邀請客戶參閱協議及當中列明之風險披露聲明及免責聲明、提出問題及按其意願諮詢獨立意見。

持牌或註冊人員簽署

持牌或註冊職員姓名(正楷填寫)

日期(日/月/年)

證監會中央編號

代表喬格理(香港)有限公司確認並同意

授權簽署:

日期(日/月/年):

Declaration and Agreement by Client

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

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

- (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;
- (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;
- (c) the contents of the Agreement have been fully explained to the Client in a language which the Client understands;
- (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;
- (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
- (f) the Client has read and understood the policy of the Company in relation to information of the Client as contained in the Terms and Conditions, and agrees and accept to its terms.

Client Name	Client Signature : Date(dd/mm/yyyy)
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Witness Signature

IF THE DOCUMENT IS NOT EXECUTED BY THE CLIENT(S) IN FRONT OF QOGIR (HONG KONG) LIMITED'S EMPLOYEE/LICENSED OR REGISTERED STAFF OR SUBMITTED WITH AN APPROPRIATE CHEQUE , BELOW SHOULD BE SIGNED BY A SPECIFIED PERSON *[if applicable]*
The undersigned person hereby certify the signing of this document (together with the above Agreement) by the above Client/ Joint Clients (please delete either one) and sighting of related identity documents of such Client(s).

Witness Signature Date(dd/mm/yyyy)	Witness Name ID Card/Passport/CE No. Occupation of Witness:
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Contact details

Tel. No. : Email Address :

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 “Qogir (Hong Kong) Limited” for not less than HKD10,000 (or such other amount as may be advised by Qogir (Hong Kong) Limited).
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.

Declaration by the licensed or registered staff

The Client has been provided with the relevant risk disclosure statements and disclaimers in a language of the Client’s choice. The undersigned licensed or registered staff has invited the Client to read the risk disclosure statements and disclaimers as set out in the Terms and Conditions, ask questions and take independent advice if the Client wishes.

Signature of licensed or registered staff	Name of licensed or registered staff (in block letters)
Date(dd/mm/yyyy)	C.E. No.:

**For and on behalf of
Qogir (Hong Kong) Limited acknowledges and agrees
Authorized Signature**

Date(dd/mm/yyyy):

RISK DISCLOSURE STATEMENT 風險披露聲明

Please read carefully this Risk Disclosure Statement, which has been provided to you in accordance with the Code of Conduct for Persons Licensed by or Registered with the Securities And Futures Commission in Hong Kong. This Risk Disclosure Statement forms an integral part of the terms and conditions covering your account. By executing this Agreement, you would have acknowledged that, in your capacity as our Customer, you have read this Risk Disclosure Statement and understood the risks applicable to the services and products to be made available to you by Qogir (Hong Kong) Limited.

This Risk Disclosure Statement does not disclose all of the risks and other significant aspects of trading in securities and futures. In light of the risks, you should undertake such transactions under this Agreement only if you understand the nature of the transactions into which you are authorising and the extent of your exposure to risk. You should carefully consider whether trading is appropriate for you under this Agreement in light of your experience, objectives, financial resources and other relevant circumstances.

1. 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.

2. 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(s) 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

按照香港證券及期貨事務監察委員會《持牌人及註冊人操守準則》的規定，現向閣下提供本風險披露聲明，謹請細閱。本風險披露聲明屬於閣下帳戶的條款及細則的主體部份。若閣下簽訂本協議，即為閣下確認以本公司客戶身份細閱本風險披露聲明，並瞭解喬格理(香港)有限公司向閣下提供的服務及產品有關的風險。

本風險披露聲明並未盡錄買賣證券及期貨的所有風險及其他重要事項。閣下進行本協議所載的交易之前，必須先瞭解閣下所批准進行交易的性質及其中所涉及的風險。閣下須因應本身之投資經驗、投資目標、財政資源及其他相關情況，仔細衡量是否適合根據本協議進行買賣。

1. 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。

2. 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。

閣下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，意味該市場

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.

3. 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 familiarized 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.

4. Futures and Options

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you under this Agreement in light of your experience, objectives, financial resources and other relevant circumstances.

4.1 Futures

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在香港聯合交易所有限公司運作的互聯網網站找到。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。

若閣下對本風險披露聲明的任何方面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確知或不明白之處，應尋求獨立的專業意見。

3. 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畫（「試驗計畫」）掛牌買賣的證券是為熟悉投資技巧的投資者而設。閣下在買賣該項試驗計畫的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計畫。閣下應知悉，按照該項試驗計畫掛牌買賣的證券並非以香港聯合交易所有限公司的主機板或創業板作第一或第二上市的證券類別加以監管。

4. 期貨及期權

本聲明旨在概述買賣期貨及期權的風險，並不涵蓋該等買賣的所有相關風險及其他重要事宜。閣下在進行任何上述交易前，應先瞭解將訂立的合約的性質(及有關的合約關係)和閣下就此須承擔的風險程度。期貨及期權買賣對很多投資者都並不適合，閣下應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

4.1 期貨

(a) Effect of 'Leverage' or 'Gearing'

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm under this Agreement to maintain your position. If the market moves against your position if any under this Agreement or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position if any under this Agreement. If you fail to comply with a request for additional funds within the time prescribed, your position if any under this Agreement may be liquidated at a loss and you will be liable for any resulting deficit.

(b) Risk-reducing orders or strategies

The placing of certain orders (e.g. 'stop-loss' orders, or 'stop-limit' orders) under this Agreement, which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

4.2 Options

(a) Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or

(a) 「杠杆」效應

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「杠杆」作用。市場輕微的波動也會對閣下投入或將需要投入的資金造成大比例的影響。所以，對閣下來說，這種杠杆作用可說是利弊參半。因此閣下可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利閣下所持倉盤或保證金水準提高，閣下會遭追收保證金，即須在短時間內存入額外資金以維持本身倉盤。假如閣下未有在指定時間內繳付額外的資金，閣下可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由閣下承擔。

(b) 減低風險買賣指示或投資策略

即使閣下採用某些旨在預設虧損限額的買賣指示(如「止蝕」或「止蝕限價」指示)，也可能作用不大，因為市況可以令這些買賣指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

4.2 期權

(a) 不同風險程度

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。閣下應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權的投資者可選擇抵銷或行使

exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is 'covered' by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任(參閱上文「期貨」一節)。如所購入的期權在到期時已無任何價值，閣下將損失所有投資金額，當中包括所有的期權金及交易費用。假如閣下擬購入極價外期權，應注意閣下可以從這類期權獲利的機會極微。

出售(「沽出」或「賣出」)期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任(參閱上文「期貨」一節)。若期權賣方持有相應數量的相關資產或期貨或其他期權作「備兌」，則所承受的風險或會減少。假如有關期權並無任何「備兌」安排，虧損風險可以是無限大。

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

4.3 Additional Risks Common to Futures and Options 4.3 期貨及期權其他常見的風險

(a) Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

(b) Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair value'

(c) Deposited cash and property

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a

(a) 合約的條款及細則

閣下應向替閣下進行交易的商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下閣下或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。

(b) 暫停或限制交易及價格關係

市場情況(例如市場流通量不足)及／或某些市場規則的施行(例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易)，都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉／抵銷倉盤。如果閣下賣出期權後遇到這種情況，閣下須承受的虧損風險可能會增加。

此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷「公平」價格。

(c) 存放的現金及財產

如果閣下為在本地或海外進行的交易存放款項或其他財產，閣下應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於閣下的財產將會如現金般按比例分配予閣下。

shortfall.

(d) Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

(e) Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

(f) Currency risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where is a need to convert from the currency denomination of the contract to another currency.

(g) Trading facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house

(d) 佣金及其他收費

在開始交易之前，閣下先要清楚瞭解閣下必須繳付的所有佣金、費用或其他收費。這些費用將直接影響閣下可獲得的淨利潤（如有）或增加閣下的虧損。

(e) 在其他司法管轄區進行交易

在其他司法管轄區的市場(包括與本地市場有正式連系的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，閣下應先行查明有關閣下將進行的該項交易的所有規則。閣下本身所在地的監管機構，將不能迫使閣下已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，閣下應先向有關商號查詢閣下本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

(f) 貨幣風險

以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在閣下本身所在的司法管轄區或其他地區進行)，均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

(g) 交易設施

電子交易的設施是以計算機組成系統來進行買賣盤傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而閣下就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的

and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

限制。由於這些責任限制可以各有不同，閣下應向為閣下進行交易的商號查詢這方面的詳情。

(h) Electronic trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

(h) 電子交易

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果閣下透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關係統硬體或軟體可能會失靈的風險。系統失靈可能會導致閣下的買賣盤不能根據指示執行，甚或完全不獲執行。

(i) Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rule and attendant risks.

(i) 場外交易

在某些司法管轄區，同時在特定情況之下，有關商號獲准進行場外交易。為閣下進行交易的商號可能是閣下所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、厘定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，閣下在進行該等交易前，應先瞭解適用的規則和有關的風險。

5. Risk of Client Assets Received or Held Outside Hong Kong

Client assets received or held by licensed or registered persons 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 of The Laws of Hong Kong) and the rules made thereafter. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

5. 香港境外收取或持有客戶資料的風險

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。

Risk associated with private equity investment

Difficult market for investment opportunities. The activity of identifying, completing and realising on attractive investments is highly uncertain. There is no assurance that the Company will be able to locate and complete investments that satisfy a particular target return on investment or to realise on the value of those investments; nor is there any assurance that the Company will be able to fully invest the subscribed capital in the account in a manner consistent with the relevant investment strategy.

Illiquidity of Investments. The investments are likely to be illiquid and medium to long-term. Illiquidity may result from the absence of an established market for investments as well as from legal or contractual restrictions on their resale by the Company.

Illiquidity of private equity investment. The private equity investment is illiquid and hard to value and there may be significant restrictions on transferring interests in the private equity investment. There is no secondary market for an investor's investment in the private equity and none is expected to develop.

Lack of operating history. Some private equity project may be a newly formed entity. As such there is no operating history that a prospective investor can evaluate. There can be no assurance that the Investments will achieve its investment objective.

No Return for a Period of Years. Even if the private equity investment proves successful, they may not produce a realised return to the Customer for a period of years.

Uncertain Exit Strategies : Due to the illiquid nature of many of the private equity investments expects to make, it is unable to predict with confidence what, if any, exit strategy will ultimately be available for any given Investment. Exit strategies that appear to be viable when an Investment is initiated may be precluded by the time

與股權投資相關的風險

市場難有投資機會。要完成和實現具有吸引力的投資活動是高度不確定。無法保證本公司將能夠找到並完成滿足特定目標投資回報或實現這些投資價值的投資；也不能保證本公司將能夠以與相關投資策略一致的方式將所認購資本全部投資到該賬戶中。

投資流動性不足。這些投資可能是缺乏流動性的，並且是中長期的。缺乏流動性可能是由於缺乏成熟的投資市場以及股份轉讓的法律或合同限制。

私募股權投資的流動性不足。私人股本投資流動性差且難以估價，轉讓私人股本投資中的權益可能受到重大限制。投資者對私募股權的投資沒有二級市場，而且預計也不會發展。

缺乏運營歷史。某些私募股權項目可能是新成立的實體。因此，沒有任何運營歷史可供準投資者評估。無法保證投資將實現其投資目標。

幾年內沒有回報。即使股權投資被證明是成功的，它們也可能不會在幾年內為客戶帶來可實現的回報。

不確定的退出策略。由於許多股權投資預期會產生非流動性，因此無法自信地預測對於任何給定的投資最終將有哪些退出策略（如果有）。由於經濟，法律，政治或其他因素，在啟動投資時似乎可行的退出策略可能會被排除。例如，證券的首次公開發行可能沒有活躍的市場，因此這些投資可能無法通過公開市場實

the Investment is ready to be realised due to economic, legal, political or other factors. For example, there may not be an active market for initial public offerings of securities, so the Investments may not be able to realise an exit through the public markets.

Lacks of Valuation. The private equity investment may have little or no operating history or performance and may use hypothetical or pro forma performance which may not reflect actual performance and this should be reviewed by investors carefully. Investors should not place undue reliance on hypothetical or pro forma performance. The periodic pricing or valuation information of the private equity investment may not be immediately available to the investors.

The above is not a complete list of the risks and other important disclosures involved in investing in private equity.

Risks of Currency and Interest Rate Swaps

Like most non-government fixed income investments, currency and interest-rate swaps involve two primary risks: interest rate risk and credit risk, which is known in the swaps market as counterparty risk. Because actual interest rate movements do not always match expectations, swaps entail interest-rate risk. Put simply, a receiver (the counterparty receiving a fixed-rate payment stream) profits if interest rates fall and loses if interest rates rise. Conversely, the payer (the counterparty paying fixed) profits if rates rise and loses if rates fall. Swaps are also subject to the counterparty's credit risk: the chance that the other party in the contract will default on its responsibility. This risk has been partially mitigated since the financial crisis, with a large portion of swap contacts now clearing through central counterparties (CCPs). However, the risk is still higher than that of investing in a "risk-free" U.S. Treasury bond.

現退出。

缺乏評估。股權投資可能沒有或幾乎沒有任何運營歷史或業績，並且可能使用的假想或備考業績，這可能無法反映實際業績，因此投資者應對此進行仔細審查。投資者不應過分依賴假設或備考表現。股權投資的定期定價或估值可能也無法立即提供給投資者。

以上並非股權投資涉及的所有風險和其他重要披露的完整列表。

貨幣及利率掉期風險

與大部份非政府固定收益投資相若，貨幣及利率掉期涉及兩種主要風險：利率風險及信貸風險，而信貸風險在掉期市場稱為交易對手風險。由於實際的利率走勢並不一定與預期相符，因此掉期附帶利率風險。簡單來說，收取方（收取定息付款的交易對手）會在利率下跌時獲利，利率上升時錄得虧損。相反，支付方（支付定息的交易對手）則會在利率上升時獲利，利率下跌時錄得虧損。此外，掉期亦受交易對手的信貸風險影響，即合約另一方可能未能履行責任。自金融危機後，這種風險已略為緩和，因現時大部份掉期合約均透過中央交易對手結算。然而，與投資於「無風險」的美國國庫債券比較，其風險仍較高。

Disclaimer

Independent advice

If you are in any doubt about the risks involved in any trading or investment arrangements or you are uncertain of or have not understood any aspect of this Risk Disclosure Statement, you should seek independent professional advice.

This statement cannot disclose all the risks and significant aspects of all investment activities or of markets in which you may elect to trade under the terms and conditions contained in the Discretionary Investment Management Agreement or other arrangements with the Company from time to time. You should therefore study carefully the salient features of each of the investment activities and/or any other relevant trading arrangements before entering into this Agreement.

Qogir (Hong Kong) Limited
喬格理(香港)有限公司

Hong Kong
香港

免責聲明

獨立意見

若閣下對任何交易或投資安排的所涉風險有任何疑問，或對本風險披露聲明的任何方面有不確知或不明白之處，閣下應尋求獨立專業意見。

本聲明書未能盡錄閣下根據全權委託投資管理協議所載的條款及細則或不時與本公司訂立的其他安排所決定投資活動或市場有關的所有風險或其他重要事項。因此，在訂立本協議之前，閣下應仔細研究每項投資活動及／或任何其他交易安排的重要特色。

ACKNOWLEDGEMENT

確認書

A. Disclosure Requirements 披露規定

1. Hong Kong Securities 香港證券

I/We am/are aware that the Securities and Futures Commission and the Stock Exchange of Hong Kong Limited (“HKSE”) in the Hong Kong SAR have introduced rules which require all persons registered to trade in the securities and futures exchange and OTC markets in Hong Kong (“Registered Persons”) to provide SFC and/or the HKSE (the “Regulators”) within two business days of their requests or earlier, the identity, address, occupation and contact details of the ultimate person and entity (“Client Information”) for which the transaction was made. As we may wish to trade in securities and futures in Hong Kong from time to time and instruct you to enter into such transactions for and on our behalf, I/we hereby consent to you providing my/our information or documents to the Registered Persons with whom you transact business or directly to the Regulators in Hong Kong upon their request without prior reference or notice to us in respect of any such transaction; or upon your request, we confirm that we will provide information or documents directly to the Regulators our information or documents.

本人／吾等知悉香港特別行政區的證券及期貨事務監察委員會及香港聯合交易所有限公司（「聯交所」）已實施規則，規定所有已註冊在香港證券及期貨交易所及場外交易市場進行交易的人士（「註冊人士」），均須於接獲證監會及／或聯交所（「監管機構」）的要求後兩個營業日或之前，向證監會及／或聯交所提供最終訂立交易人士及實體的身份、位址、職業及聯絡資料（「客戶資料」）。基於吾等擬不時在香港進行證券及期貨交易，以及指示貴公司代表吾等訂立有關交易，本人／吾等特此同意貴公司可應要求就有關交易而向與貴公司進行業務的註冊人士或直接向香港的監管機構提供本人／吾等的資料或檔，毋須事前諮詢或通知吾等；或在貴公司提出要求後，吾等確認將會直接向監管機構提供吾等的資料或檔。

2. Outsourcing of various functions 外判各種職能

2.1 Notification 通知

I/We are hereby notified that as part of your efforts to streamline your operations and take advantage of efficiencies, you may be outsourcing from time to time, inter alia, data and transactional processing, financial and transactional reporting and other functions to any affiliate.

本人／吾等特此作出通知，基於精簡貴公司的運作及提高效率，貴公司可不時將職能外判予任何連絡人，有關職能包括資料及交易處理，財務及交易彙報及其他職能等。

2.2 Consent 同意

I/We acknowledge that you may from time to time appoint a service provider (“Service Provider”) to provide data and transactional processing, financial and transactional reporting or other services to you and, hereby authorize access by the Service Provider to process or deal with our account data and other information for such purposes.

本人／吾等確認，貴公司可不時委任服務供應商（「服務供應商」），負責向貴公司提供資料及交易處理，財務及交易彙報或其他服務，並特此授權服務供應商可基於有關服務而處理吾等的帳戶資料及其他資料。

B Declaration and Undertaking 聲明及承諾

1. I/We acknowledge that you reserve the right not to open or maintain any account for me/us if I/we fail to provide such documents or information as you may from time to time reasonably require.
本人／吾等確認，若本人／吾等未有提供貴公司不時合理要求的檔或資料，貴公司可保留不為本／吾等開立或維持任何帳戶的權利。
2. I/We undertake to supply you with certified true copies of any replacement documents for supporting documents which I/we have provided to you for the purposes of opening an account with you immediately upon occurrence of any changes thereto.
本人／吾等作出承諾，如本人／吾等在貴公司開立帳戶將向貴公司提供的有關文件有任何變更，將會立即向貴公司提供有關文件的遞補文件的核證副本。
3. I/We confirm that I/we and, apart from those named in Schedule 2 or as notified to you from time to time, all persons authorised to give instructions in relation to the Investments held at Customer’s Bank Account or Securities Account and/or SPV and managed under this Agreement are not resident in the United States of America (“US”) or Canada (“CN”) whether for tax, securities laws of the US or CN or any other purposes, and I/we undertake to notify you immediately I/we and/or any such person(s) becomes or is deemed to be resident in the US or CN at any future time.
本人／吾等確認，本人／吾等及（除附表 2 列名的人士或不時通知貴公司的人士外）所有獲授權就根據本協議所管理及存放於該客戶的銀行帳戶或證券帳戶的投資專案及/或 SPV 發出指示的人士並非北美合眾國（「美國」）或加拿大（「加拿大」）居民，不論基於美國或加拿大的稅務或證券法例或任何其他用途亦然，而本人／吾等作出承諾，若日後任何時間本人／吾等及/或有關人士成為或被視為美國或加拿大居民，將會立即通知貴公司。

Name(s) of authorised person(s) who is(are) a resident of the US or CN:
美國或加拿大居民身份的授權人士姓名：

-
4. I/WE ACKNOWLEDGE THAT I/WE HAVE READ THIS RISK DISCLOSURE STATEMENT AND CONFIRM THAT YOU HAVE INVITED ME/US TO ASK QUESTIONS AND TO SEEK INDEPENDENT ADVICE THEREON SHOULD I/WE WISH TO DO SO.
本人／吾等確認，本人／吾等已細閱本風險披露聲明，並確認貴公司已請本人／吾等在有疑問時作出提問，並可按本人／吾等意願就此尋求獨立法律意見。
 5. I/We acknowledge that we have duly considered the Hong Kong Securities and Futures (Professional Investor) Rules (the “Rules”) and notice(s) issued by you in this connection, and

本人／吾等確認，本人／吾等已充分考慮香港《證券及期貨（專業投資者）規則》（「該規則」）及貴公司就此發出的通知，並

(Please check the appropriate box below.)
(請在以下適當格內加上✓號)

- agree to be classified as a “professional investor” under the Rules. Accordingly, you need not provide us with contract notes, statements of accounts and receipts in accordance with the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules in issuing to us contract notes, statements of accounts and receipts.
同意被列入該規則的「專業投資者」類別。因此，在向吾等發出成交單據、帳戶結單及收據時，貴公司毋須按照香港《證券及期貨（成交單據、戶口結單及收據）規則》向吾等提供成交單據、帳戶結單及收據。
- do not wish to be classified as a “professional investor” under the Rules. You may implement the necessary arrangements for the purposes of complying with the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules in issuing to us contract notes, statements of accounts and receipts.
不同意被列入該規則的「專業投資者」類別。在向吾等發出成交單據、帳戶結單及收據時，貴公司須按照香港《證券及期貨（成交單據、戶口結單及收據）規則》向吾等提供成交單據、帳戶結單及收據。

I/We understand that I/we have the right to change the above instructions by giving you 30 days’ prior notice in writing.

本人／吾等知悉，本人／吾等有權在給予貴公司不少於 30 天書面通知後，更改上述指示。

Yours faithfully
謹此

Signature of Customer / Authorised Signatory(ies) & Date

客戶／授權簽署人簽署及日期

Name of Customer:

客戶姓名：

Qogir (Hong Kong) Limited
喬格理(香港)有限公司

Staff Declaration
職員聲明

I confirm that I have provided a copy of the above Risk Disclosure Statement to the Customer and have invited the Customer to read the same. I further confirm that I have invited the Customer to ask questions on the Risk Disclosure Statement and to take independent advice thereon should the Customer wish to do so.
本人確認，本人已向客戶提供上述風險披露聲明的文本，亦已請客戶細

閱該風險披露聲明。本人進一步確認，本人已請客戶在有疑問時作出提問，並可按客戶意願就此尋求獨立法律意見。

Signature of Staff & Date

職員簽署及日期

Name of Staff & SFC CE No.

職員姓名及證監會中央編號

SCHEDULE 6 - PROFESSIONAL INVESTOR DECLARATION FORM

Date:
From:
To: Qogir (Hong Kong) Limited

Dear Sirs / Madams:

Qogir (Hong Kong) Limited (the "Company")

I/we hereby certify that I am/we are a "professional investor" as that term is defined in the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong (the "SFO") and (if applicable in my/our case) the Securities and Futures (Professional Investor) Rules, Chapter 571 subsidiary legislation, and that I/we fall within the one or more of the following categories of the definition of "professional investor" as set out below (please tick the appropriate box) and are in possession of any required documentation to evidence such ticked category:

- a trust corporation (Note 1) having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HK\$40 million or its equivalent in any foreign currency (Note 2);
- an individual, either alone or with any of his associates (Note 3) on a joint account, having a portfolio (Note 4) of not less than HK\$8 million or its equivalent in any foreign currency (Note 5);
- a corporation or partnership having a portfolio (Note 4) of not less than HK\$8 million or its equivalent in any foreign currency (Note 6);
- a corporation or partnership having total assets of not less than HK\$40 million or its equivalent in any foreign currency (Note 6);
- a corporation the sole business of which is to hold investments and which is wholly owned by an individual who, either alone or with any of his associates (Note 3) on a joint account, has a portfolio (Note 4) of not less than HK\$8 million or its equivalent in any foreign currency (Note 5);
- a recognised exchange company, recognised clearing house, recognised exchange controller or recognised investor compensation company, or a person authorised to provide automated trading services under section 95(2) of the SFO;
- an intermediary (Note 7), or a person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong;
- an authorised financial institution (Note 8), or a bank which is not an authorised financial institution but is regulated under the law of any place outside Hong Kong;
- an insurer authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong), or a person carrying on insurance business and regulated under the law of any place outside Hong Kong;
- a collective investment scheme (Note 9) authorised under section 104 of the SFO or any person by whom any such scheme is operated;
- a scheme which, if not a collective investment scheme (Note 9) authorised under section 104 of the SFO, is similarly constituted under the law of any place outside Hong Kong and, if it is regulated under the law of such place, is permitted to be operated under the law of such place, or any person by whom any such scheme is operated;
- a registered scheme as defined in section 2(1) of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong), or its constituent fund as defined in section 2 of the Mandatory Provident Fund Schemes (General) Regulation (Chapter 485 subsidiary legislation), or a person who, in relation to any such registered scheme, is an approved trustee or service provider as defined in section 2(1) of that Ordinance or who is an investment manager of any such registered scheme or constituent fund;
- a registered scheme as defined in section 2(1) of the Occupational Retirement Schemes Ordinance (Chapter 426 of the Laws of Hong Kong), or a person who, in relation to any such scheme, is an administrator as defined in section 2(1) of that Ordinance;
- a scheme which is an offshore scheme as defined in section 2(1) of Occupational Retirement Schemes Ordinance (Chapter 426 of the Laws of Hong Kong) and, if it is regulated under the law of the place in which it is domiciled, is permitted to be operated under the law of such place, or a person who, in relation to any such scheme, is an administrator as defined in section 2(1) of that Ordinance;
- a government (other than a municipal government authority), an institution which performs the functions of a central bank, or a multilateral agency;
- a wholly-owned subsidiary of (i) an intermediary (Note 7), or (ii) a person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong;

- a wholly-owned subsidiary of (i) an authorised financial institution (*Note 8*), or (ii) a bank which is not an authorised financial institution but is regulated under the law of any place outside Hong Kong;
- a holding company which holds all the issued share capital of (i) an intermediary (*Note 7*), or (ii) a other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or a wholly-owned subsidiary of such holding company; or
- a holding company which holds all the issued share capital of (i) an authorised financial institution (*Note 8*), or (ii) a bank which is not an authorised financial institution but is regulated under the law of any place outside Hong Kong; or a wholly-owned subsidiary of such holding company.

Professional Investors are referred to in the Code of Conduct for Persons Licensed by and Registered with the Securities and Futures Commission (the “Code”) in the following terms:-

Institutional Professional Investors - persons falling under paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO. Licensed or registered persons dealing with Institutional Professional Investors are automatically exempt from the provisions set out in paragraphs 15.4 and 15.5 of the Code.

Corporate Professional Investors - trust corporations, corporations or partnerships falling under sections 3(a), (c) and (d) of the Professional Investor Rules. Should licensed or registered persons wish to be exempt from the provisions set out in paragraph 15.4 of the Code, they should observe the assessment requirements set out in paragraph 15.3A of the Code and comply with paragraph 15.3B of the Code. Should licensed or registered persons wish to be exempt from the provisions set out in paragraph 15.5 only, they should just comply with paragraph 15.3B of the Code.

Where a Corporate Professional Investor cannot meet the requirements under paragraph 15.3A of the Code in any aspect, the licensed or registered person cannot be exempt from the provisions set out in paragraph 15.4 of the Code when dealing with this Corporate Professional Investor. If paragraph 15.3B is not complied with in any aspect, all regulatory obligations should be observed by the Company without any exemption unless stated otherwise.

Individual Professional Investors- individuals falling under section 3(b) of the Professional Investor Rules. Should the Company wish to be exempt from the provisions set out in paragraph 15.5 of the Code, they should comply with paragraph 15.3B of the Code. If paragraph 15.3B of the Code is not complied with in any aspect, all regulatory obligations should be observed by the Company without any exemption unless stated otherwise.

Assessment Requirements for Corporate Professional Investors

If a licensed or registered person has complied with paragraph 15.3B, it is exempt from the provisions set out in paragraph 15.5 and may also be exempt from the provisions set out in paragraph 15.4 if it is reasonably satisfied that the Corporate Professional Investor meets the three criteria set out in paragraph 15.3A(b) in relation to the relevant products and markets.

In making the assessment on a Corporate Professional Investor in relation to the relevant products and/or markets, the Company has already assessed me/us whether or not the Corporate Professional Investor satisfies all of the following three criteria:

- (a) the Corporate Professional Investor has the appropriate corporate structure and investment process and controls (i.e., how investment decisions are made, including whether the corporation has a specialised treasury or other function responsible for making investment decisions);
- (b) the person(s) responsible for making investment decisions on behalf of the Corporate Professional Investor has(have) sufficient investment background (including the investment experience of such person(s)); and
- (c) the Corporate Professional Investor is aware of the risks involved which is considered in terms of the person(s) responsible for making investment decisions.

I/We further confirm that:-

- (a) The above assessment should be in writing. Records of all relevant information and documents obtained in the assessment would be kept by the Company so as to demonstrate the basis of the assessment.
- (b) The Company has undertaken a separate assessment for different product types or markets.

I/We understand that the Company would undertake a new assessment where a Corporate Professional Investor has ceased to trade in the relevant product or market for more than 2 years.

Prior to dis-applying the provisions set out in paragraph 15.4 (when dealing with Corporate Professional Investors only) and/or the provisions set out in paragraph 15.5 (when dealing with Corporate Professional Investors and Individual Professional Investors), I/we have confirmed that the Company has:-

- obtained a written and signed declaration from me/us that I/we have given consent;

- fully explained to me/us the consequences (i.e., all relevant regulatory exemptions that the licensed or registered person is entitled to) of being treated as a Professional Investor and that I/we have the right to withdraw from being treated as such at any time; and
- specified that the client is treated as a Professional Investor in a particular product and market and inform the client that I/we have a right to withdraw from being treated as a Professional Investor whether in respect of all products or markets or any part thereof.

The Company would carry out a confirmation exercise annually to ensure that I/we will continue to fulfill the requisite requirements under the Professional Investor Rules. In carrying out the annual confirmation exercise, the Company will remind me/us in writing of:

- the risks and consequences (i.e., all relevant regulatory exemptions that the licensed or registered person is entitled to) of being treated as a Professional Investor, in particular, the licensed or registered person is not required to comply with the regulatory requirements set out in paragraphs 15.4 and/or 15.5 of the Code (as the case may be); and
- the right for the client to withdraw from being treated as a Professional Investor whether in respect of all products or markets or any part thereof.

Yours faithfully,
For and on behalf of

Authorised Signatory

Name:

Title:

Notes:

1. The term "trust corporation" means (i) any trust company registered under Part VIII of the Trustee Ordinance (Chapter 29 of the Laws of Hong Kong); or (ii) any other corporation which (A) carries on a business which is of a nature similar to that of a trust company referred to in paragraph (i); and (B) is regulated under the law of any place outside Hong Kong.
2. The "total assets" should be:
 - (i) as stated in the most recent audited financial statement prepared:
 - (A) in respect of the trust corporation; and
 - (B) within 16 months before the relevant date;
 - (ii) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:
 - (A) in respect of the trust or any of the trusts; and
 - (B) within 16 months before the relevant date; or
 - (iii) as ascertained by referring to one or more custodian statements issued to the trust corporation:
 - (A) in respect of the trust or any of the trusts; and
 - (B) within 12 months before the relevant date;

The term "custodian statements" means a statement of account issued by a custodian.

The term "relevant date" means the date hereof and the date on which any advertisement, invitation or document in relation to the offer of interests in the Fund is issued to you.

3. The term "associate", in relation to an individual, means the spouse or any child of the individual.
4. The term "portfolio" means a portfolio comprising any of the following:
 - (i) securities;
 - (ii) a certificate of deposit issued by:
 - (A) an authorised financial institution (as defined in section 2(1) of the Banking Ordinance, Chapter 155 of the Laws of Hong Kong) in Hong Kong; or
 - (B) a bank which is not an authorised financial institution but is regulated under the law of any place outside Hong Kong; or
 - (iii) in relation to an individual, corporation or partnership, money held by a custodian for the individual, corporation or partnership.
5. A portfolio of an individual should be:
 - (i) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
 - (ii) as ascertained by referring to one or more custodian statements issued to the individual (either alone or with the associate) within 12 months before the relevant date.

Please see note 2 above for the definition of "relevant date"

6. A portfolio of a corporation or partnership should be ascertained by referring to:
 - (i) the most recent audited financial statement prepared:
 - (A) in respect of the corporation or partnership (as the case may be); and
 - (B) within 16 months before the relevant date; or
 - (ii) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date.
7. The term "intermediary" means any licensed corporation or registered institution under the SFO.
8. The term "authorised financial institution" means an authorised institution under section 2(1) of the Banking Ordinance, Chapter 155 of the Laws of Hong Kong.

9. The term "collective investment scheme" means:
 - (i) arrangements in respect of any property:
 - (A) under which the participating persons do not have day-to-day control over the management of the property, whether or not they have the right to be consulted or to give directions in respect of such management;
 - (B) under which:
 - (a) the property is managed as a whole by or on behalf of the person operating the arrangements;
 - (b) the contributions of the participating persons and the profits or income from which payments are made to them are pooled; or
 - (c) the property is managed as a whole by or on behalf of the person operating the arrangements, and the contributions of the participating persons and the profits or income from which payments are made to them are pooled; and
 - (C) the purpose or effect, or pretended purpose or effect, of which is to enable the participating persons, whether by acquiring any right, interest, title or benefit in the property or any part of the property or otherwise, to participate in or receive:
 - (a) profits, income or other returns represented to arise or to be likely to arise from the acquisition, holding, management or disposal of the property or any part of the property, or sums represented to be paid or to be likely to be paid out of any such profits, income or other returns; or
 - (b) a payment or other returns arising from the acquisition, holding or disposal of, the exercise of any right in, the redemption of, or the expiry of, any right, interest, title or benefit in the property or any part of the property; or
 - (ii) arrangements which are arrangements, or are of a class or description of arrangements, prescribed by notice under section 393 of this Ordinance as being regarded as collective investment schemes in accordance with the terms of the notice, but does not include:
 - (1) arrangements operated by a person otherwise than by way of business;
 - (2) arrangements under which each of the participating persons is a corporation in the same group of companies as the person operating the arrangements;

- (3) arrangements under which each of the participating persons is a bona fide employee or former employee of a corporation in the same group of companies as the person operating the arrangements, or a spouse, widow, widower, minor child (natural or adopted) or minor step-child of such employee or former employee;
- (4) franchise arrangements under which the franchisor or franchisee earns profits or income by exploiting a right conferred by the arrangements to use a trade name or design or other intellectual property or the goodwill attached to it;
- (5) arrangements under which money is taken by a solicitor from his client, or as a stakeholder, acting in his professional capacity in the ordinary course of his practice;
- (6) arrangements made for the purposes of any fund or scheme maintained by the Commission, or by a recognized exchange company, recognized clearing house, recognized exchange controller or recognized investor compensation company, under any provision of this Ordinance for the purpose of providing compensation in the event of default by an exchange participant or a clearing participant;
- (7) arrangements made by any credit union in accordance with the objects thereof;
- (8) arrangements made for the purposes of any chit-fund permitted to operate under the Chit-Fund Businesses (Prohibition) Ordinance (Chapter 262 of the Laws of Hong Kong);
- (9) arrangements made for the purposes of the Exchange Fund established by the Exchange Fund Ordinance (Chapter 66 of the Laws of Hong Kong);
- (10) arrangements which are arrangements, or are of a class or description of arrangements, prescribed by notice under section 393 of this Ordinance as not being regarded as collective investment schemes in accordance with the terms of the notice.

EXEMPT PROVISIONS FOR CORPORATE PROFESSIONAL INVESTORS

Exempt provisions for Corporate Professional Investors where licensed or registered persons have complied with paragraphs 15.3A and 15.3B and Institutional Professional Investors

(a) Information about clients

- (i) the need to establish a client's financial situation, investment experience and investment objectives (paragraph 5.1 and paragraphs 2(d) and 2(e) of Schedule 6 to the Code), except where the licensed or registered person is providing advice on corporate finance work;
- (ii) the need to ensure the suitability of a recommendation or solicitation (paragraph 5.2 and paragraph 49 of Schedule 6 to the Code); and
- (iii) the need to assess the client's knowledge of derivatives and characterize the client based on his knowledge of derivatives (paragraph 5.1A of the Code);

(b) Client agreement

- (i) the need to enter into a written agreement and the provision of relevant risk disclosure statements (paragraph 6.1, paragraph 2 of Schedule 3, paragraph 2 of Schedule 4 and paragraph 1 of Schedule 6 to the Code);

(c) Information for clients

- (i) the need to disclose transaction related information (paragraph 8.3A of the Code);

(d) Discretionary accounts

- (i) the need for a licensed or registered person to obtain from the client an authority in a written form prior to effecting transactions for the client without his specific authority (paragraph 7.1(a)(ii) of the Code);
- (ii) the need to explain the authority described under paragraph 7.1(a)(ii) of the Code and the need to confirm it on an annual basis (paragraph 7.1(b) of the Code); and
- (iii) the need for a licensed or registered person to disclose benefits receivable for effecting transactions for a client under a discretionary account (paragraph 7.2 of the Code).

(For the avoidance of doubt, a licensed or registered person should still obtain an authorization from a client in order to effect transactions on the client's behalf, however where Professional Investors are concerned the procedures for obtaining such authorizations as described in (i) and (ii) above are relaxed.)

Exempt provisions for Corporate Professional Investors and Individual Professional Investors where licensed or registered persons have complied with paragraph 15.3B and Institutional Professional Investors

(a) Information for clients

- (i) the need to inform the client about the licensed or registered person and the identity and status of its employees and others acting on its behalf (paragraph 8.1 of the Code);
- (ii) the need to confirm promptly with the client the essential features of a transaction after effecting a transaction for a client (paragraph 8.2, paragraph 4 of Schedule 3 and paragraph 18 of Schedule 6 to the Code); and
- (iii) the need to provide the client with documentation on the Nasdaq-Amex Pilot Program (paragraph 1 of Schedule 3 to the Code).

Account Opening Documents

For individual Customer (equally applicable to joint accounts)

- HKID card for Hong Kong Permanent Resident
- If not Hong Kong Permanent Resident, PRC ID card (if so applicable) plus passport
- Address proof within 3 months

For corporate Customer

- certificate of incorporation
- For Hong Kong private companies, a certified true copy of the latest Form NAR1 - Annual Return or Form NNC1 if newly incorporated, Bought and Sold Notes/Instrument of Transfer (if there is a transfer of shares), and Articles of Association
OR perform a search of file at the Hong Kong Company Registry to obtain a company report to verify the identities of the directors and shareholders
- For offshore companies, certified true copy OR original of certificate of incumbency within 3 months and Memorandum and Articles of Association
- For each director and shareholder:-
 - HKID card for Hong Kong Permanent Resident
 - If not Hong Kong Permanent Resident, PRC ID card (if so applicable) plus passport
 - Address proof within 3 months
- Shareholding Chart

For Professional Investors

- a bank statement, securities trading statement or custodian statement showing not less than HK\$8,000,000 within 3 months

For certified true copy, we only accept those issued and signed by the Companies Registry of the equivalent jurisdictions or professional persons (such as certified public accountant, lawyer, notary public and current full member of the Institute of Chartered Secretaries and Administrators or its designated divisions).

開戶文件- 對於個人客戶（同樣適用於聯名賬戶）

- 香港永久居民身份證
- 如不是香港永久居民，須國內身份證（如適用）和護照
- 3 個月內有效地址證明

對於專業投資者

- 在三個月內顯示不少於港幣 800 萬的銀行對月結單，證券賬戶月結單或保管人結單

對於經核證的真實副本，只接受同等司法管轄區之公司註冊處的認證、中介人、對等司法管轄區的司法人員、發出身分核實文件的國家的大使館、領事館或高級專員公署的人員、太平紳士或其他適當專業人士為證明人，如會計師、律師、公證人及特許秘書及行政人員公會（Institute of Chartered Secretaries and Administrators）或其指定分部的正式會員的人士。