

客戶承諾書

Letter_Of_Undertaking

溫馨提示

此乃重要文件，懇請細閱。

閣下若對本協議書、證券買賣或其他方面有任何疑問，應諮詢閣下之法律顧問、會計師或其他獨立專業顧問。



富士香港商品有限公司
Fuji Hong Kong Commodities Co. Ltd.

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We hereby acknowledged and undertook that:

吾等謹此確認及承諾：

If I/we decide to use the interface of electronic trading system provided by FHK, it confirms that I/we have agreed to use the electronic signature as a signature confirmation when setting up an account or signing additional documents.

如果本人 / 吾等選擇使用富士商品提供的電子交易系統接口，則表明本人 / 吾等已同意以電子簽名的方式，在開立賬戶時或簽署其他額外文件時作為簽名確認。

- The information provided in this Account Opening Form is true, correct and complete, and I/we have not willfully withheld any material fact(s). I/We authorize FHK to confirm and verify the information from any source that FHK considered appropriate, including performing any credit checks on me/us. FHK is entitled to rely fully on such information and representations for all purposes, unless FHK receives notice in writing of any change. I/We confirm and undertake that I/we will notify FHK in writing on any changes within fourteen (14) days.

本開戶表格中所提供的資料均屬真實、完整及準確無訛，及本人/吾等並未刻意隱瞞任何重要事實。本人/吾等授權富士商品可向任何富士商品認為適當的資料來源確定和查證，包括進行任何對於本人/吾等的信貸查證。除非富士商品收到任何資料改變的收書面通知，富士商品可完全依據這些資料及陳述，作任何用途。本人/吾等確認及承諾，如所提供之資料有任何更改，均會於十四(14)天內以面通知富士商品。

- I/We have received, read and understood the terms and conditions of Client Agreement (Securities Trading Account), including but not limited to Margin Client Agreement (Securities Trading Account), Client Agreement (Futures Trading Account), Client Agreement (Stock Options Trading Account) and Personal Information Collection Statement (“the Agreement”) applicable to me/us. I/We apply to open the above type(s) of Account and agree to be bound by the terms and conditions of Agreement. FHK has the absolute right to change, amend, delete or substitute any terms and conditions of the Agreement from time to time by giving me/us of such notice. Such changes, amendment, deletion or substitution shall be deemed as effective and incorporated therein (and shall form part of the Agreement) on the date of publication or issue of such notice. Unless FHK has received my/our request to close the Account(s), if I/we continue to use the Account(s), I/we shall be deemed to have accepted such change, amendment, deletion or substitution.

本人/吾等已收取、閱讀及明白客戶協議書(證券交易帳戶)，包括但不限於融資客戶協議書、客戶協議書(期貨交易帳戶)、客戶協議書(股票期貨交易帳戶)及個人資料收集聲明「協議書」的條款及細則。本人/吾等申請開立上述類別的帳戶，並同意及接納受協議書的條款及細則約束。富士商品有絕對酌情權不時修訂、更改、刪減或取代協議書的條款及細則，並向本人/吾等發出通知。該修訂、更改、刪減或取代的條款及細則將於相關通知刊載之日起生效，並被視為納入本協議書內。除非富士商品收到本人/吾等取消帳戶通知，否則表示本人/吾等接納該更改條款及細則。

- I/We confirm that Risk Disclosure Statements as contained in the Agreement have been provided to me/us in the

language of my/our choice (English and Chinese), I/we have been invited to read such Risk Disclosure Statements, to ask questions relating thereto and to seek any independent advice if I/we wish before signing this Account Opening Form. I/We further understands that the Risk Disclosure Statements do not purport to disclose or explain all the risks and other important aspects of trading in financial products concerned, and I/We has been advised not to engage in trading in financial products unless I/we understand the nature and risk of such financial products. I/We should carefully consider whether trading in relevant financial products are appropriate for me/us in light of my/our investment objectives, experience, risk appetite and financial resources, and I/we are advised to seek independent and professional advice.

本人/吾等確認已按照本人/吾等所選擇語言(英文或中文)獲提供協議書的風險披露聲明，且已獲邀在簽署本開戶表格前，閱讀該風險披露聲明、提出問題及徵求獨立的意見(如本人/吾等有此意願)。本人/吾等進一步明白該風險披露聲明並未能披露或解釋涉及金融產品交易的所有風險或其他重要事項，除非本人/吾等明白所進行金融產品交易之性質及其風險程度，本人/吾等已被建議不應進行該金融產品的交易。本人/吾等應根據其投資目標、經驗、風險承受能力、財政資源小心考慮進行相關金融產品之交易是否適合本人/吾等，且本人/吾等如有疑問應尋求獨立及專業的意見。

- I/We acknowledge and confirm that I/we have carefully read and fully understood the Clause 15 of the Agreement concerning Derivative Products, especially nature and risks of Derivative Products. I/we further confirm and declare that the licensed representative of FHK has fully explained the Clause 15 of the Agreement to me/us in the plain languages of my/our choice. If I/we decide to trade Derivative Products, I/we shall understand the nature and risks of Derivative Products and has sufficient net worth to be able to assume the risks and bear the potential losses of trading in Derivative Products. FHK has not solicited or provided recommendations to a client on trading in Derivative Products if he does not have any knowledge or experience in trading in Derivative Products.

本人/吾等承認並確認，本人/吾等已細閱及完全明白協議書內關於衍生產品的第 15 條條款，特別是衍生產品的性質及風險。本人/吾等進一步確認富士商品的持牌代表已按照本人/吾等所選擇的淺白語言向本人/吾等詳細解釋協議書的第 15 條條款。假如本人/吾等打算買賣衍生產品，本人/吾等應明白衍生產品的性質及風險，並有足夠的淨資產來承擔因買賣衍生產品而可能招致的風險和損失。假如客戶並沒有衍生工具產品的任何知識或經驗，富士商品不會向客戶就衍生產品作出建議或招攬行為。

- I/We assure that funds, cheques issued from my/our bank account(s), securities and/or collateral(s) is/are solely held by myself/ourselves. FHK shall have the absolute discretion on accepting or not accepting the deposit of such funds, cheques, securities and/or collateral(s) and not liable for any penalty, debt, damages, costs, loss and expenses suffered and/or incurred.

本人/吾等確保本人/吾等對存入的款項、從本人/吾等銀行帳戶發出的支票、證券及/或抵押品擁有其擁有權。富士商品有絕對酌情權決定是否接納該等吾等存入的款項、支票、證券及/或抵押品，並毋須承擔任何蒙受及/招致的罰款、債項、損害、賠償、費用、損失及開支。

- According to the provision of FATCA, I/we give consent to FHK to report my/our personal information to the U.S. Internal Revenue Service or other relevant tax authorities in order to comply

with the provisions of FATCA. I/We understood and acknowledged that FHK may suffer loss or incur penalty and/or damage if the information provided in “Self-Certification of U.S. Citizen/Resident” is or proves to be incorrect, false or misleading when made. I/We agree to indemnify FHK on demand for such loss, penalty and/or damage. I/We further agree that I/we will notify FHK in writing within fourteen (14) days of any of change of my/our U.S. tax status.

根據 FATCA 的條文，本人/吾等同意富士商品將本人/吾等的個人資料匯報予美國國家稅務局或其他有關稅務當局，以遵從 FATCA 的條文。本人/吾等知道及確認，倘若所載於美國公民/居民自我聲明之資料是或被證明是不正確、虛假或具誤導性，富士商品可能因此蒙受損失或招致刑罰及/或損害。本人/吾等就所有該等損失、刑罰及/或損害對富士商品作出補償。本人/吾等同意，倘若本人/吾等的美國稅務狀況有任何改變，本人/吾等於十四(14)天內以書面方式通告富士商品。

- According to the provision of CRS, “Tax Residents of Reportable Jurisdictions” refer to those who are liable to tax by reason of residence in the jurisdictions. In general, whether or not an individual is a resident of a jurisdiction is determined by having regard to the person’s physical presence or stay in a place (e.g. whether over 183 days within a tax year). FHK will request a self-certification and/or other relevant documentation in order to establish our tax residence for automatic exchange of account information purposes. If there is any change in circumstances that would affect my/our tax residence or there is reason for FHK to know that the self-certification is incorrect or unreliable, FHK reserves the right to request and I/we have the obligation to provide a new self-certification and/or additional documentation. As an account holder(s) of FHK, I/we shall be deemed to acknowledge that further information may need to be provided to FHK. FHK’s compliance with the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112) and/or guidance may result in gathering, storing, using, and processing my/our information. My/Our information may also be disclosed to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region, which is further exchanged with tax authorities of another jurisdiction or jurisdictions in which I/we may be resident for tax purposes. Where I/we fail to provide any requested information (regardless of the consequences), FHK reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation to restrict or terminate the operation of the account.

I/We also agree to inform FHK in writing within fourteen (14) days upon any changes in the information provided in the DECLARATION. I/We understood and acknowledged that FHK may suffer loss or incur penalty and/or damage if such information provided is or proves to be incorrect, false or misleading when made. I/We agreed to indemnify FHK on demand for such loss, penalty and/or damage.

根據 CRS 的條文，「申報稅務管轄區的稅務居民」是指該些在相關稅務管轄區因其居民身分而有繳稅責任的人。一般而言，要斷定某人是否屬一個稅務管轄區的稅務居民，會根據該人身處之地或逗留於該地的時間(例如一個課稅年度超過 183 天)。富士商品要求本人/吾等提供自我證明或其他文件以揭示本人/吾等納稅所在地，以作自動交換帳戶資料用途。如本人/吾等因任何情況而影響本人/吾等的納稅所在地，或令富士商品有理由相信本人/吾等之自我證明有不正確或不可靠時，富士商品保留權利可要求本人/吾等遞交新的自我證明及/或額外文件。作為富士商品的帳戶持有人，本人/吾等承諾及同意向富士商品提供進一步的資料。富士商品為遵守香港《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文及/或指引，可能導致收集、儲存、使用及處理

本人/吾等的資料。本人/吾等的資料亦可向香港特別行政區政府稅務局披露，從而把資料轉交到本人/吾等的居留司法管轄區的稅務當局。如果本人/吾等未能提供任何所要求的資料，富士商品保留採取任何補救措施的權利，包括(但不限於)限制及終止帳戶的運作。

本人/吾等同意，若本人/吾等所載於共同匯報標準自我證明的資料(即帳戶開戶表格 b 部份)有任何變更，會於十四(14)天內以書面通知富士商品。本人/吾等知道及確認，倘若該等資料是或被證明是不正確、虛假或具誤導性，富士商品可能因此蒙受損失或招致刑罰及/或損害。本人/吾等就所有該等損失、刑罰及/或損害對富士商品作出彌償。

I/We agree that FHK may contact me/us via telephone or e-mail from time to time, for the purpose of improving client communication and delivering better quality customer service.

本人/吾等同意富士商品可以不時以電話或電郵聯絡本人/吾等，以改善客戶溝通及提供更優質客戶服務為目的。

- I/We understand and agree that FHK can suspend the Account and request me/us to provide more information in case if there are any abnormal or suspicious activities in the Account.

本人/吾等明白及同意，若帳戶有任何不正常或可疑活動，富士商品可以凍結帳戶並要求本人/吾等提供更多資料。

- I/We understand that the Account is subject to the final acceptance of FHK as the case may be.
本人/吾等明白富士商品(視情況而定)有最終接納開戶與否之權利。
- In the event of any difference in interpretation or meaning between the Chinese and English version, I/We agree that the English version shall prevail.

倘若中文版本與英文版本在解釋或意義方面有任何歧義，本人/吾等同意應以英文版本為準。