

## Acknowledgement and Client Declaration for Investment in Taiwan Securities 投資台灣證券確認函及客戶聲明

To: Ever-Long Securities Company Limited ("Ever-Long")  
致：長雄證券有限公司 ("長雄")

In relation to my/our investment in Taiwan securities, I/we acknowledge and accept the following:  
就本人/我們投資台灣有價證券，本人/我們承認及接受下列事宜：

- Any cash holding or securities or other collateral or assets (collectively "assets") deposited by me/us with you or purchased by you on my/our behalf and held by you for safekeeping will be deposited in safe custody in sub-accounts (s) approved by you and set up for the sole purpose of holding clients' assets in connection with my/our investment in Taiwan securities ("Approved accounts"). All my/our assets held in the approved accounts are beneficially owned by me/us and held in trust by you on my/our behalf.  
本人/我們寄存於貴司處，或由貴司代表本人/我們購買並保管之所有現金部分、證券、其他債券或資產(統稱「資產」)，將寄放於貴司核准之子帳戶妥善保管，子帳戶僅限於持有本人/我們投資台灣有價證券(下稱「核准帳戶」)之相關客戶資產。核准帳戶內資產，概由本人/我們擁有相關實益，貴司乃採用信託方式代表本人/我們持有。
- Having made all due and careful inquiries and taken all necessary independent professional advice, I/we confirm that my/our investment in Taiwan securities are not restricted, prohibited or limited in any way under any law, rule and regulation applicable to me/us, including but not limited to "Regulations Governing Securities Investment and Futures Trading in Taiwan by Mainland Area Investors" promulgated by Taiwan regulatory authority.  
經過所有合理及審慎之諮詢，並採納一切必要之獨立意見後，本人/我們謹此確認，本人/我們投資於台灣有價證券於各方面均不受任何適用於本人/我們的法律、規則及規例，包括但不限於由台灣監管機關頒令的「大陸地區投資人來台從事證券投資及期貨交易管理辦法」所限制、禁止或規限。
- I/We declare that all the information, documents, materials and the contents provided by me/us in connection with my/our investment in Taiwan securities is true and accurate, and agree that if any erroneous, untrue or false declaration made by me/us causes you losses, damages or other claims any by third party, I/we will indemnify you from and against such losses, damages or claims in full including, without limitation, all legal costs and expenses.  
謹此聲明，舉凡本人/我們提供之投資於台灣有價證券的相關資訊、文件、資料及相關內容均屬真實準確。如有任何錯誤、不實或虛假聲明，致使貴司蒙受損失、損害或遇第三方提出其他索賠者，概由本人/我們全面彌償貴司該等損失、損害或索賠，包括但不限於，所有法律費用及開支。
- I/We acknowledge and accept that (a) my/our assets received or held by you or your group companies outside Hong Kong are subject to the applicable laws and regulations of relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder including, without limitation, Securities and Futures (Client Securities) Rules (Cap. 571H) and Securities and Futures (Client Money) Rules (Cap.571I) and (b) that such assets may not enjoy the same protection as that conferred on my/our assets received or held in Hong Kong.  
本人/我們承認及接受，(a)由貴司或其成員公司收取或持有香港以外的本人/我們資產，尚須遵守海外司法管轄區相關次適用法規，其內容可能有別於證券與期貨條例(香港法例第 571 章)以及據此訂立之規定，包括但不限於，證券及期貨(客戶證券)規則(香港法例第 571 H 章)及證券及期貨(客戶款項)規則(香港法例第 571 I 章)；及(b)相關資產可能無法比照本人/我們於香港收受或持有之資產而享有的相同保障。
- I/We agree that at any time and from time to time upon your written request, I/we shall promptly and duly execute and deliver any and all such further instruments and documents as you may deem desirable for the purpose of obtaining the full benefit of this Acknowledgement and Client Declaration for Taiwan Securities Investment and of the rights and powers granted to you therein.  
本人/我們同意，當貴司作出書面要求，隨時及不時儘速及妥為簽署及交付貴司認為合適的任何及所有其他進一步文書及文件，以確保貴司取得本確認函及投資台灣證券客戶聲明項下的所有利益，及根據本確認函及買賣台灣證券客戶聲明賦予貴司的權利及權力。
- I/We hereby appoint you to be me/our attorney (with full powers of substitution and delegation) for me/us and in my/our name or otherwise and on my/our behalf and as my/our act and deed to sign seal execute deliver perfect and do all deeds, instruments, transfers, renunciations, proxies, notices, documents, acts and things as you shall consider necessary and generally in my/our name and on my/our behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Acknowledgement and Client Declaration for Taiwan Securities Investment and the other applicable documents (the "Applicable Documents") on you and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it may deem proper in the exercise of all or any of the powers authorities or discretions conferred on you pursuant to the Applicable Documents.  
本人/我們謹此委任貴司為本人/我們的授權人(並賦予貴司可以擁有全面的代替或委託權力)，替代本人/我們及以本人/我們名義或其他方式及代表本人/我們；及按貴司認為需要以本人/我們的作為及契據就所有契據、文書、撥轉、放棄、委託書、通知書、文件、行為及事項簽署、蓋印、簽訂、交付及將其加以完善。而上述各項均為本人/我們可能或應該根據本確認函及投資台灣證券客戶聲明及其他適用文件(下稱「適用文件」)的契諾及條文而作出的。同時，亦可以本人/我們的名義或代表本人/我們行使適用文件賦予貴司的所有權力、授權及酌情權，簽署、交付及完善任何契據、擔保、協議、文書或作出作為。而上述各項應是適當地行使適用文件賦予貴司的所有或部份的權力、授權或酌情權而須作出的。
- I/We undertake and agree to ratify and confirm anything you as attorney shall lawfully and properly do or purport to do by virtue of clause 6 hereof and all money expended by any such attorney shall be deemed to be expenses incurred by you under the Applicable Documents.  
本人/我們承諾及同意，追認及確認授權人根據本確認函第 6 條款而合法及適當地或看來是合法及適當地作出的作為。所有由此授權耗用的款項均被視作適用文件項下由貴司支付的開支。
- You have unfettered right to retain the execution broker(s) to execute transaction as well as custodian(s) for the purpose of safe keeping of my/our securities and assets (whether in Hong Kong, Taiwan or elsewhere) and I/we acknowledge that the terms of

business of such execution broker(s) and custodian(s) and the rules of Taiwan exchange, clearing house or the market practice of Taiwan relevant to my/our trading in Taiwan securities shall be binding on me/us.

貴司有不受制約的權力，可委任交易商進行交易；及託管人以保管本人/我們的證券及資產(不論於香港、台灣或其他地方)為目的進行交易。本人/我們確認，交易商及託管人的商業條款及與本人/我們交易台灣有價證券相關的台灣交易所或結算所的規則；或市場慣例，將對本人/我們具約束性。

9. To the fullest extent permitted by the applicable laws, rules and regulations, you shall not be liable to or responsible for any loss or damage you sustain or suffer directly or indirectly arising out of any act or omission of any of the execution broker(s), custodian(s), counter-party or any party contracted or retained for the purposes hereunder.  
於適用法律、規則及規例容許的最大範圍內，對於任何交易商、託管人、交易對手或任何締約方或根據本確認函聘用的任何人士的之作為或不作為而直接或間接導致的損失或損害，貴司毋須承擔任何責任。
10. I/We acknowledge and accept that I/we am/are obligated to observe the “Regulations Governing Investment in Securities by Overseas Chinese and Foreign Nationals” (the Regulations) that the total value of derivative products should not be more than **30%** of the total value of investment at all times. In case of violation of the Regulations, I/we undertake and agree to confirm any remedial actions taken by Ever-Long (e.g. selling derivatives or other actions) and will not object to the relevant cost incurred.  
本人/我們知悉及同意，有義務遵守台灣監管機關頒令有關「華僑及外國人投資證券管理辦法」(證券法)，有關投資台灣股票衍生產品的金額(包括所有證券法所指的衍生產品)必須經常性保持比例不得超過已投資金額的**百分之三十**。若本人/我們持有超過上述衍生產品之比例，本人/我們承諾及同意確認授權長雄作出適當的處理(例如賣出衍生產品或其他行動)，並同意支付所有相關的開支。

I/We, the undersigned hereby declare that:

本人/我們，下方簽署人，現謹此聲明：

- A. I/We shall invest in Taiwan securities via EVER-LONG and/or its group companies and/or its execution brokers and the funds to be transmitted to Taiwan for investing in Taiwan securities by me/us are not originated from Taiwan or Mainland China. I/We am/are eligible for making investment in Taiwan securities in accordance with all laws, rules and regulations applicable in Taiwan or elsewhere and undertake to comply with all applicable laws, rules and regulations relating to trading in Taiwan securities.  
本人/我們透過長雄及/或其成員公司及/或其交易商投資於台灣有價證券，而本人/我們擬匯入台灣投資有價證券之資金非來自台灣或中國大陸地區。本人/我們根據適用於台灣或其他地方的法律、規則及規例，有資格投資於台灣有價證券，並承諾遵守所有適用於交易台灣有價證券的法律、規則及規例。

- B. I/We (please tick where appropriate):

本人/我們(請勾選適當選項)：

- ☐ am/are insider(s) of a Taiwan listed company in accordance with the relevant and present law and regulations of Taiwan, for instance (i) directors, (ii) supervisors, (iii) managers or (iv) shareholders holding 10% or above shares of a Taiwan listed company (spouses, minor children and any other persons in whose names they hold shares inclusive).

是根據現時台灣相關法律及規例所定義之台灣上市公司內部人，例如：擔任台灣上市公司之(i)董事、(ii)監察人、(iii)經理人；或(iv)持有台灣上市公司股份超過股份總額百分之十之股東(含配偶、未成年子女及利用他人名義持有之股票)之股權管理。

Name of Listed Company:

上市公司名稱：

Stock Code:

股份編號：

Position held in the Listed Company:

於上市公司擔任之職能或身份：

- ☐ am/are NOT insider(s) of a Taiwan listed company in accordance with the relevant present law and regulations of Taiwan, for instance (i) directors, (ii) supervisors, (iii) managers or (iv) shareholders holding 10% or above shares of a Taiwan listed company (spouse, minor children and any other persons in whose names they hold shares inclusive).

不是根據現時台灣相關法律及規例所定義之台灣上市公司內部人，例如：擔任台灣上市公司之(i)董事、(ii)監察人、(iii)經理人；或(iv)持有台灣上市公司股份超過股份總額百分之十之股東(含配偶、未成年子女及利用他人名義持有之股票)之股權管理。

- C. I/We shall immediately notify EVER-LONG should I/we cease to be eligible for trading Taiwan securities or there be any changes to status of me/us after signing this Declaration.

如本人/我們不再擁有交易台灣有價證券的資格；或本人/我們的身份於簽署本聲明後有任何更改時，本人/我們將即時通知長雄。

- D. I/We acknowledge that I/we am/are provided 「有價證券當日沖銷交易風險預告書暨概括授權同意書」 (the “Risk Disclosure and Consent Letter”) with my/our selected languages and have been invited to carefully read the Risk Disclosure and Consent Letter, ask questions and take independent professional advice (including tax advice) on my/our wish. I/We acknowledge and confirm that I/we have fully understood the risks listed out therein.

本人/我們確認，已獲提供以本人/我們選擇語言之有價證券當日沖銷交易風險預告書暨概括授權同意書(下稱「該風險預告及同意書」)，並已被邀請詳細參閱該風險預告及同意書、提出問題及按其意願諮詢獨立意見(包括稅務意見)。本人/我們確認及承認，本人/我們完全明白於該風險預告及同意書中列出的風險。

- E. I/We understand, acknowledge and agree that the personal data and information of me/us and the transaction record(s) may be disclosed to the competent authority of other jurisdictions including, without limitation, the competent authority of Taiwan where the circumstances require.  
本人/我們明白、確認及同意，如有需要，本人/我們之個人資料及資訊及交易紀錄或須披露予其他司法管轄區的主管當局，包括但不限於，台灣主管當局。
- F. I/We have been invited to ask questions and seek independent and professional advice (including tax advice) in relation to trading Taiwan securities. I/We hereby confirm that the I/we have read and fully understood the contents of this Declaration.  
就交易台灣有價證券而言，本人/我們已被邀請提問及尋求獨立及專業意見(包括稅務意見)。我(們)謹此確認我(們)已細閱及完全本聲明之內容。
- G. Where the context requires, references in this Declaration to “I”, “we”, “me” or “us” are to be construed as references to include “the ultimate beneficial owner of the account” and references to “my” or “our” are to be construed accordingly.  
如上下文有所規定，在本聲明中，凡提及「本人」或「我們」包括「帳戶的最終受益人」及「本人的」或「我們的」亦據此解釋。
- H. In the event of any difference between the Chinese and English versions of this Acknowledgement and Client Declaration, I/we agree that the English version shall prevail.  
如本聲明及客戶聲明中英兩種語文版本之間的釋義或涵意有不一致，本人/我們同意以英文版本為準。

Signature of Individual Client 個人客戶簽署

Name 姓名：

Account Number 帳戶號碼：

Date 日期：

Signature of Joint Client 聯名客戶簽署

Name 姓名：

Account Number 帳戶號碼：

Date 日期：

Witness to Signature(s)簽字見證

Signature(s) and Chop of Corporate Client 公司客戶簽署及蓋章

Name 姓名：

Account Number 帳戶號碼：

Date 日期：

Name of Licensed Representative / Responsible Officer

持牌代表/ 負責人員姓名：

CE No. 中央編號：

Date 日期：