

### Confirmation of Treatment as a Professional Investor and Risks and Consequences thereof 被視為專業投資者的確認書及所涉及的風險與後果

We, Mont Avenir Capital Limited ("Mont Avenir", "we" or "us") (CE number BOG353), are registered with the Securities and Futures Commission under the Securities and Futures Ordinance (Cap. 571) (the "Securities and Futures Ordinance") to engage in Type 1 (dealing in securities) regulated activities in Hong Kong.

未來金融有限公司(「未來金融」、「本公司」)(中央編號 BOG353)根據《證券及期貨條例》(第571章)(「《證券及期貨條例》」)在證券及期貨事務監察委員會註冊，可在香港從事第1類(證券交易)受規管活動。

Based on the information and documents you provided to us, you fall within the definition of "professional investor" ("Professional Investor") under section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance and are a "Professional Investor" under paragraph 15.2 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (as amended from time to time) (the "Code").

根據閣下提供給本公司的資料和文件，閣下屬於證券及期貨條例附表1第1部第1條中所定義的「專業投資者」(「專業投資者」)，及符合經不時修訂的《證券及期貨事務監察委員會持牌人或註冊人操守準則》(「《證監會操守準則》」)第15.2段中所定義的「專業投資者」。

Accordingly, we will treat you as a "Professional Investor" under the Code in respect of all products and/or markets when you deal with us.

有鑒於此，當閣下與本公司進行交易時，本公司將就所有產品及/或市場而言，將閣下視為《證監會操守準則》下的「專業投資者」。

#### 1. Client Agreement and risk disclosure 客戶協議及風險披露

We will not be required to enter into a written client agreement with you nor provide you with the written warnings in respect of the risks involved in any transactions we enter into with you, or to bring those risks to your attention typically required of us under the Code.

本公司無須與閣下簽訂書面客戶協議，亦無須就本公司與閣下進行任何交易所涉及的風險向閣下發出書面通知或如常按照該守則在一般情況下提示閣下注意相關風險的做法向閣下發出有關提示。

We will not be required to assess your knowledge of derivatives and characterize you based on your knowledge of derivatives. 本公司既無須就閣下對衍生產品的認識進行評估，亦無須因應閣下所擁有的衍生產品知識進行分類。

#### 2. Information about clients 關於客戶的資料

We will not be required to establish your financial situation, investment experience or investment objectives.

本公司無須確定閣下的財務狀況、投資經驗或投資目的。

#### 3. Suitability of the recommendation or solicitation 建議或招攬的合適性

If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

假如本公司向閣下招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他本公司可能要求閣下簽署的文件及本公司可能要求閣下作出的聲明概不會減損本條款的效力。

#### 4. Discretionary Accounts 委託賬戶

We will not be required, in connection with any discretionary account, to follow certain provisions set out in the Code in relation to the procedures to be followed to obtain from your authority in writing prior to effecting transactions for your account and are not required to explain the terms of any such authority or reconfirm it on an annual basis.

就任何委託賬戶而言，本公司無須根據該守則若干條文列明之步驟在為閣下賬戶執行交易前事先取得閣下的書面授權亦無須就任何此類授權的條款作出解釋或每年重新確認該項授權。

### 5. Information for clients 為客戶提供資料

We will not be required to confirm promptly with you the essential features of a transaction after effecting a transaction and we will not be required to inform or provide you with the following information or documentation:

本公司無須在執行交易後立即與閣下確認有關交易的重點，亦無須通知閣下或向閣下提供下列資料或文件：

- (a) the information about our business or the identity and status of our employees or others acting on our behalf with whom you may have contact; or  
提供有關本公司業務或僱員身份／職位或其他代表本公司行事而與閣下接觸人士的資料；或
- (b) any documentation on the Nasdaq-Amex pilot Program.  
任何有關納斯達克-美國證券交易所試驗計劃的文件。

We will not be required to disclose sales related information as set out in paragraph 8.3A of the Code when distributes an investment product to you.

在向閣下發行投資產品時，本公司無須披露該守則第8.3A段所述的相關銷售資料。

### 6. Contract notes, statement of accounts and receipts 成交單據、戶口結單及收據

We will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required unless you specifically request.

除非閣下向本公司發出指示，本公司將不會按《證券及期貨（成交單據、戶口結單及收據）規則》內規定，向閣下提供成交單據、戶口結單或收據。

### Risks of being treated as a “Professional Investor” 被視為「專業投資者」所涉及的風險

You may be exposed to substantial risks in being treated as a Professional Investor as mentioned above, including without limitation to the following risks:

在被視作為上述「專業投資者」後，閣下可能會面對重大風險，其中包括但不限於以下風險：

#### 1. Suitability of investment 投資的適合性

If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

假如本公司向閣下招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他本公司可能要求閣下簽署的文件及本公司可能要求閣下作出的聲明概不會減損本條款的效力。

#### 2. Information about investment 關於投資的資料

As we are not required to confirm you promptly the essential features of a transaction we effect on your behalf or provide you with regular statements of account but subject to your request for such statements of account, you may face the risk of not knowing fully and / or on a timely basis the status or terms of your investments or the transactions which you may have entered into or your financial exposure arising therefrom.

由於本公司無須在執行交易後立即與閣下確認有關交易的重點資料或向閣下提供定期戶口結單（除非閣下另行要求發出該等結單），閣下或未能完全及／或及時掌握閣下即將進行的投資或交易狀況或條款，以及由此而引起之財務風險詳情。

The above risk disclosure statements do not purport to disclose all the risks associated with being treated as a Professional Investor as described above. You should carefully consider the risks and consequences of such treatment in the light of your own experience, objectives and financial resources and other relevant circumstances.

以上風險披露聲明並非旨在披露上述被視為專業投資者所涉及的一切相關風險。閣下應根據個人經驗、目標、財政資源及其他相關情況，仔細考慮被視為專業投資者所涉及的風險與後果。

You are hereby informed that you have the right, at any time to withdraw from being treated as a Professional Investor in respect of any rule in the Code that may be waived and / or in respect of any investment products or markets or any part thereof by giving us a written notice of not less than fourteen (14) days. Withdrawal from being treated as a Professional Investor shall take effect on the expiry of the notice period and any request by you to withdraw from being treated as a Professional Investor shall be without prejudice to and shall not affect the provision of any service rendered to you prior to the withdrawal taking effect on the

basis that you are a Professional Investor.

本公司特此通知閣下，閣下有權透過最少提前（14）天向本公司發出的書面通知，隨時就獲豁免遵守的該守則的任何規則或任何投資產品及／或市場或當中的任何部分要求撤銷被視為專業投資者。撤銷被視為專業投資者的申請將於通知期結束後生效；有關撤銷申請並不損害或影響閣下在撤銷申請生效前以專業投資者身份獲提供的一切服務。

Please also be informed that we also have the right at any time to stop treating you as a Professional Investor by giving you a written notice of not less than fourteen (14) days. Upon expiry of such period, we will not be under any obligation to provide you with any service unless you execute such agreements and / or documents as we may require.

請注意，本公司亦有權透過最少提前（14）天向閣下發出的書面通知，隨時停止將閣下視為專業投資者。除非閣下另行簽署本公司要求的該等協議及／或文件，在該通知期完結後，本公司將無須為閣下提供任何服務。

### A. Compliance with Client Identity Rule 遵守客戶身份規則

If you effect transactions for your own account or for the account of your clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with your clients, you hereby agree that, in relation to a transaction where Mont Avenir has received an enquiry from Hong Kong Exchanges and Clearing Limited and / or the Securities and Futures Commission and / or any relevant authorities (collectively the “Regulators”) or request from a licensed or registered person or an intermediary in response to the enquiry from any of the Regulators, the following provisions shall apply:

如閣下為閣下本身的賬戶或為閣下客戶的賬戶執行交易，不論是否受其客戶委託、以代理人身份還是以當事人身份與其客戶進行對盤交易，閣下謹此同意就未來金融接獲香港交易及結算所有限公司及／或證券及期貨事務監察委員會及／或任何相關監管機構（以下統稱「**監管機構**」）查詢的交易，或由持牌或註冊人士或中介人針對任何監管機構的查詢而提出的要求，均須遵守下列規定：

(a) You represent and warrant to Mont Avenir that you shall, immediately upon request by Mont Avenir (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform the Regulators of the identity, address, occupation and contact details of any third party (if different from the client / the ultimate beneficiary) who originated the transaction.

閣下向未來金融聲明及保證，閣下將按未來金融要求（此要求應包括相關監管機構的聯絡詳情）立即知會監管機構有關所進行交易之賬戶所屬客戶及（據閣下所知）該宗交易最終受益人的身份、地址、職業及聯絡資料。客戶亦須知會監管機構任何發起該宗交易的第三方（如與客戶／最終受益人不同）的身份、地址、職業及聯絡資料。

(b) (i) If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, immediately upon request by Mont Avenir (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed you to effect the transaction.

如閣下為集體投資計劃、委託賬戶或委託信託進行交易，閣下須按未來金融要求（此要求應包括監管機構的聯絡詳情）立即知會監管機構有關該計劃、賬戶或信託的身份、地址及聯絡資料，及（如適用）有關該名代表該計劃、賬戶或信託向閣下發出交易指示人士的身份、地址、職業及聯絡資料。

(ii) If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, as soon as practicable, inform Mont Avenir when your discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where your investment discretion has been overridden, you shall, immediately upon request by Mont Avenir (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.

如閣下為集體投資計劃、委託賬戶或委託信託進行交易，閣下須在閣下全權代表該計劃、賬戶或信託進行投資的權力遭到撤銷時，在儘快可行的情況下通知未來金融。在閣下全權代表客戶投資的權力已予撤銷的情況下，閣下須按未來金融要求（此要求應包括監管機構的聯絡詳情）立即知會監管機構有關該一名／或多名曾發出有關交易指示人士的身份、地址、職業及聯絡資料。

(c) If you are aware that your client is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, you confirm that:-  
如閣下知悉閣下之客戶乃以其本身客戶之中介人身份進行交易，而閣下並不知曉有關交易所涉及的實際相關客戶之身份、地址、職業及聯絡資料，則閣下確定:-

(i) you have arrangements in place with your client which entitle you to obtain such information from your client immediately upon request or endeavor that it be so obtained; and

閣下已與或將與閣下的客戶作出安排，讓閣下可按要求立即向閣下之客戶取得該等資料；及

(ii) you will, upon request from Mont Avenir in relation to a transaction, promptly request such information from your client on whose instructions the transaction was effected, and provide the information to the Regulators as soon as you receive from your client or endeavor that it be so provided.

閣下將按未來金融就有關交易提出的要求，立即向閣下的客戶要求取得或盡力取得發出交易指示人士的該等資料，並在收到閣下客戶所提交的資料後立即呈交或盡力呈交予監管機構。

(d) You confirm that you are not subject to any law which prohibits the performance by you of this undertaking. Where necessary, you have obtained all consents or waivers from your clients or other relevant persons, to release to the Regulators the information referred to above.

閣下確定閣下並不受限於任何禁止閣下執行此項責任的法律規管。閣下已取得閣下客戶或其他相關人士向監管機構發放上述資料的一切所需同意或豁免。

(e) The above terms shall continue in effect notwithstanding the cancellation or termination of the account with Mont Avenir.

即使已向未來金融辦理註銷或終止有關賬戶手續，上述條款將繼續生效。

### B. Compliance with Short Selling Orders 遵守賣空交易規定

(a) You acknowledge and agree that until Mont Avenir receives further notice from you, every order you, whether as principal or agent, place with Mont Avenir to sell securities listed on The Stock Exchange of Hong Kong Limited will be a "long" sale. 閣下確認及同意，在未來金融接獲閣下的進一步通知以前，閣下以當事人或代理人身份向未來金融下達的在香港股票交易所上市的證券賣盤均屬出售長倉交易。

(b) You undertake to inform Mont Avenir when a sale order is in respect of securities which you do not own i.e. where it involves short selling (including where you have borrowed stock for the purposes of and / or the sale).

倘沽盤涉及並非由閣下擁有的證券（即涉及賣空交易），閣下承諾通知未來金融（包括閣下循何種途徑取得該等用於銷售的被借用股份。）

(c) You acknowledge that Mont Avenir may be prohibited by applicable laws or regulations from executing such orders on your behalf.

閣下確認未來金融可能會因為受到適用法律或規則所限而無法代表閣下執行該等交易。

### C. Client Money Standing Authority 客戶款項常設授權

(a) The Client Money Standing Authority covers money held or received by Mont Avenir in Hong Kong (including any interest derived from the holding of the money which does not belong to Mont Avenir) in one or more segregated account(s) on the Client's behalf ("Monies").

客戶款項常設授權範圍包括未來金融在香港代表閣下開立的一個或多個獨立賬戶中持有或收到的款項（包括因持有任何不屬於未來金融的款項所獲取的利息）（「款項」）。

(b) The Client authorizes Mont Avenir to:

客戶授權未來金融：

(i) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by Mont Avenir may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to Mont Avenir, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and

將所有於未來金融開設的任何性質的獨立賬戶及任何或所有個人或聯名賬戶合併或綜合。未來金融可將款項的任何款額轉給其他的獨立賬戶或在該等獨立賬戶之間相互轉賬，以結清閣下對未來金融任何其他負有的責任或債務，不論該等責任及債務為實際或或然債務、主要或附帶債務、有抵押或無抵押債務；或聯合或若干個別債務；及

(ii) transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by Mont Avenir

於任何時間由在香港未來金融公司開設的獨立賬戶之間相互轉賬可予傳轉的款項。

(c) The Client acknowledges and agrees that Mont Avenir may do any of the things set out in this Clause without giving the Client notice.

客戶確認及同意未來金融可能會在未向客戶發出通知的情況下進行或辦理本條款所載列的一切事宜。

(d) The Client Money Standing Authority is given without prejudice to other authorities or rights which Mont Avenir may have in relation to dealing in Monies in the segregated accounts.

客戶款項常設授權是在不影響未來金融就處理在獨立賬戶內的款項可能擁有的其他授權或權利下所授予的權力。

- (e) The Client Money Standing Authority shall be valid for a period not more than 12 months from the date of this Agreement, subject to renewal by the Client or deemed renewal under the Client Money Rules referred to in this Clause.  
客戶款項常設授權自本協議生效日期起計12個月內有效。客戶除可自行申請續期外，本公司亦可根據本條所指的客戶款項規則自動視該協議為已續期協議。
- (f) The Client Money Standing Authority may be revoked by giving Mont Avenir at least 5 trading days prior written notice addressed to Mont Avenir at Mont Avenir's address specified in the account application form or such other address which Mont Avenir may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of Mont Avenir's actual receipt of such notice.  
客戶可透過在最少提前5個交易日向開戶申請表格載明的未來金融地址或未來金融就此目的可能書面通知客戶的同類地址發出的書面通知撤銷客戶款項常設授權。該等通知將於未來金融實際收到通知之日起計滿14日後生效。
- (g) The Client understands that the Client Money Standing Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if Mont Avenir issues the Client a written reminder at least 14 days prior to the expiry date of the Client Money Standing Authority, and the Client does not object to such deemed renewal before such expiry date.  
客戶明白，倘若未來金融在客戶款項常設授權有效期屆滿前最少14日向客戶發出不反對續期通知書，而客戶未有於效期屆滿前就授權協議被視作為自動續期的做法提出反對，則即使未取得客戶的實際書面同意，客戶款項常設授權亦會持續地被視為已自動續期。

#### D. Event of Default 違約情況

In addition to any event of default which may be applicable to a transaction on a product-by-product basis, the happening of any one of the following events shall constitute an event of default:

除就個別產品進行的每項交易所適用的各類違約情況，以下事件亦將構成違約情況：

- (a) if, in respect of all transactions in securities executed or handled by Mont Avenir on behalf of and for your account, you fail to:  
就所有由未來金融代表閣下賬戶執行或處理的所有證券交易而言，閣下無法：
- (i) perform your obligations with respect to the settlement of any securities when required to do so under such transaction or with respect to any investment held in your account;  
在該交易下需要為任何證券結算時或就閣下賬戶內持有的任何投資履行閣下的責任；
- (ii) pay any purchase price or other payment when due;  
繳付任何購入價或其他到期繳款；
- (b) you fail to notify Mont Avenir of any material changes to your status, including, but not limited to, your Professional Investor status;  
閣下無法就任何有關閣下的情況（包括但不限於閣下的專業投資者資格）的重大轉變通知未來金融；
- (c) you consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of your assets to, or reorganize, reincorporate, or reconstitute into or as another entity and the resulting, surviving or transferee entity fails to assume all of your obligations under any transaction or any document;  
閣下與另一實體進行合併或被併入另一實體、將所有或大部分資產轉移至另一實體，又或重組、重新成立或重新組織為另一實體，而該衍生、尚存或以受讓人身份繼續營運的實體並無力承擔閣下在任何交易或文件下應負的一切責任；
- (d) you become or is declared insolvent or is subject to proceedings for winding up, liquidation, administration or the commencement of other similar proceedings, or the appointment of a receiver, in respect of you or any of your assets, whether in Hong Kong or in other jurisdiction;  
閣下即將或已被宣佈無力償債或面臨結業、清盤、被接管或其他類似訴訟；閣下或閣下的任何資產（不論在香港或其他司法管轄範圍）已獲委派管理人接管；
- (e) a judicial declaration of incompetence is made in respect of you, or upon your death (being an individual);  
閣下已獲法庭宣佈為無行事能力或閣下（作為個人）身故時；
- (f) in the reasonable opinion of Mont Avenir, your ability to enter into a particular transaction has been reduced significantly due to a change in your business, assets or financial position;  
未來金融合理地認為，閣下參與某項交易的能力已因閣下業務、資產或財務狀況的轉變而大幅下降；

- (g) any warrant or order of attachment or distress or equivalent order is issued against any account, or a judgment is levied, enforced or executed against any account held by you with Mont Avenir or any of the affiliates of Mont Avenir or a default, an event of default or a similar event occurs between you and an affiliate of Mont Avenir;  
有關當局或機構已針對閣下任何賬戶發出手令、扣押令或任何類似命令；有關當局或機構已針對閣下於未來金融或任何未來金融聯營公司開設的任何賬戶發出徵款或強制執行判決；閣下與任何未來金融聯營公司之間出現拖欠、違約情況或類似事件；
- (h) any information provided, or representation or warranty made in or in any certificate, statement or other document delivered to Mont Avenir being or becoming incorrect in any material respect;  
呈交予未來金融的任何證明書、聲明書或其他文件內所提供的資料、聲明或保證在任何重大方面不正確或已變得不正確；
- (i) any of the consents, authorizations, approvals, licences, or board resolutions required by you to open the account being wholly or partly revoked, withdrawn, suspended or terminated or expired and not being renewed or otherwise failing to remain in full force and effect;  
任何於開立賬戶時由閣下提供的同意書、授權、批准、執照或董事會決議遭到全部或部分撤銷、撤回、吊銷、終止、期滿且仍未續期，又或在其他方面無法保持全面生效及有效；
- (j) any dispute or proceeding between any of your shareholders;  
閣下任何股東之間出現爭議或訴訟；
- (k) in Mont Avenir's reasonable opinion, you appear to be or have been engaged in fraud, theft or other similar illegal activities;  
未來金融合理地認為，閣下涉嫌或曾經參與欺詐、盜竊或其他類似非法行為；
- (l) in Mont Avenir's reasonable opinion, you being in breach, voluntary or otherwise, of any constitution, rules, regulations, by-laws, customs and usages of any relevant exchange and clearing house; or  
未來金融合理地認為，閣下已在蓄意或非蓄意情況下觸犯任何相關交易及結算所的章程、規則、規例、附例及慣例；  
或
- (m) you exceed the trading limit to a material extent prescribed by Mont Avenir from time to time.  
閣下的交易限額大幅超越未來金融不時訂立的限度。

**If any Event of Default shall occur, Mont Avenir shall be entitled, but not obliged to take one or more of the following actions, subject to a grace period of 48 hours' written notice;**

**如出現任何違約情況，未來金融有權（但無義務）在給予48小時的書面通知寬限期後執行下列一項或多項行動：**

- (a) cancel all outstanding orders or commitments made on your behalf (including any transaction which has yet to be settled on the day on which the event of default occurred);  
取消所有代表閣下執行但尚未執行的指令或買賣協議（包括在違約情況發生當天尚未結算的任何交易）；
- (b) close or cancel all positions between you and Mont Avenir, cover all your positions by purchasing securities on the relevant exchanges and liquidate all your position, on the relevant exchanges or otherwise;  
結清或取消閣下與未來金融之間的一切倉盤；透過在相關交易所買入證券或在相關交易或其他交易所平，為閣下所有倉盤平倉；
- (c) decline to accept any further instruction from you;  
拒絕接受閣下發出的任何進一步指示；
- (d) demand and receive immediate payment from you of all sums outstanding in the account;  
要求閣下立即支付賬戶內尚欠的一切款項；
- (e) suspend and / or close the account; and  
暫停提供賬戶服務及／或結束賬戶；及
- (f) take such other action as a reasonably prudent person would take in the circumstances to protect MONT AVENIR's interests.  
採取合理審慎人士在該情況下理應執行的任何其他行動，以保障未來金融的利益。

### E. General 一般條款

- (a) To the extent permitted by law, Mont Avenir may from time to time amend any of the terms and conditions of Professional Investor Accounts without prior notice to or approval from you and such amendments shall come into effect immediately upon you have deemed receipt of Mont Avenir notice.  
在法律許可的前提下，未來金融將在不向閣下發出事先通知或事先取得閣下認可的情況下不時修訂有關專業投資者賬戶的任何條款。該等修訂將於閣下被視為收到未來金融發出之通告後即時生效。
- (b) The Client shall at all times bear the foreign currency exchange risk arising from transactions effected under the Client's account with Mont Avenir and that the Client agrees Mont Avenir reserves the right to make such currency conversions if in its absolute discretion deem necessary for whatever reasons.  
客戶應在所有時間承擔由未來金融的客戶賬戶項下所執行交易所引起的一切外匯匯率風險。客戶同意未來金融可按其全權酌情決定在其認為有需要的情況下進行外幣兌換。
- (c) The Client undertakes to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by the Company for the performance or implementation of this Agreement or any part thereof.  
客戶承諾按本公司的要求採取一切行動、簽署並執行所有協議或文件，以履行或實行本協議或其中任何部分條款。

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### Rights as a Professional Investor 作為專業投資者的權利

Please note that you have the right to withdraw from being treated as Professional Investor for the purposes of the Code in respect of all products or markets or any part thereof at any time during the course of your relationship with Mont Avenir. If you wish to change your status, you must advise us in writing and we will arrange for the necessary documentation to be prepared or provided.

請注意，在閣下與未來金融交易的任何時間內，閣下有權關於所有或任何部分產品或市場撤回被視作《操守準則》所指的專業投資者。若閣下希望更改閣下的身份，閣下必須書面通知未來金融，未來金融將安排編制或提供必要的檔。

Unit 2013, 20/F, The Center, 99 Queen's Road Central, Central, Hong Kong

香港中環皇后大道中99號中環中心二十樓2013室

Phone 電話: (852) 3105 1653 Fax 傳真: (852) 3105 9797 Email 電郵: cs@montavenir.hk

By signing and returning the declaration of this letter, you give consent to Mont Avenir treating you as a Professional Investor for the purposes of the Code for the products and markets set out in that declaration.

簽署並返還本函的聲明，即表明閣下同意未來金融將閣下視作《操守準則》所指的、有關該聲明所列產品和市場的專業投資者。

Finally, if you agree to be treated as a Professional Investor, Mont Avenir is required to carry out a confirmation exercise annually to enable us to ensure that you continue to fulfill the requisite requirements under the Securities and Futures (Professional Investor) Rules (Cap. 571D). At the time of each annual confirmation exercise, Mont Avenir will remind you in writing of (i) the risks and consequences of being treated as a Professional Investor, and (ii) your right to withdraw from being treated as a Professional Investor for the purposes of the Code, whether in respect of all products or markets or any part thereof.

最後，若閣下同意被視為專業投資者，未來金融須每年確認一次以使未來金融能夠確保閣下持續符合《專業投資者規則》的必要規定。在每次年度確認時，未來金融將書面提醒閣下注意 (i) 被視作專業投資者的風險及後果，及 (ii) 閣下有權撤回被視作《操守準則》所指的專業投資者的權利，無論是關於所有產品或市場或其任何部分。

If your Company have any questions about this notification, please contact Mont Avenir Capital Limited at +852 3105 1653

閣下對此通知如有任何疑問，請聯繫未來金融有限公司 +852 3105 1653。

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### Client Declaration 客戶聲明

I, \_\_\_\_\_ hereby confirm and consent to Mont Avenir Capital Limited to treating us as a Professional Investor for the purposes of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (as amended from time to time) (“**the Code**”). I also acknowledge and accept (i) the risks and consequences of being treated as a Professional Investor, and (ii) your right to withdraw from being treated as a Professional Investor for the purposes of the Code, whether in respect of all products or markets or any part thereof.

本人 \_\_\_\_\_ 特此確認並同意未來金融有限公司將我們視為《證券及期貨事務監察委員會持牌人或註冊人行為守則》(經不時修訂)(「**《證監會操守準則》**」)下的專業投資者。我同時承認並接受(i)被視作專業投資者的風險及後果，及(ii)貴法團有權撤回被視作《操守準則》所指的專業投資者的權利，無論是關於所有產品或市場或其任何部分。

Authorized Signature 授權簽名

Name 姓名:

Date 日期: