

Declaration for Taiwan Securities and Futures Trading
交易台灣證券及期貨客戶聲明書

To: SinoPac Securities (Asia) Limited (“the Company”)
致：永豐金證券(亞洲)有限公司 (「貴公司」)

Re: Account No. 有關： 帳戶號碼：	Client Name(s): 客戶姓名/名稱：
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I/We am/are the holder(s) of the captioned account and have selected to invest in Taiwan securities and/or futures through the captioned account. In this connection, I/We hereby represent and warrant that:

本人/吾等為前述帳戶的持有人並選擇透過前述帳戶投資台灣證券及/或期貨。為此，現謹此聲明並保證：

- A. The funds to be transmitted to Taiwan for investing in Taiwan securities and/or futures by me/us or the ultimate beneficial owner(s) of the captioned account is/are not originated from Taiwan or Mainland China.
本人/吾等或前述帳戶的最終受益人擬匯入台灣投資有價證券及/或期貨之資金非來自台灣或中國大陸。
- B. I/We shall not use unjust measures to affect the fairness or order of the Taiwan financial market and also will abide by the regulations stipulated by all relevant regulatory authorities.
本人/吾等絕不以不當手段干擾台灣金融市場運作，亦會遵守所有相關監管機構的規定。
- C. (For individual client/clients) **I/We do not hold household registration in Taiwan.**
(適用於個人客戶) 本人/吾等沒有持有台灣的戶籍。
(For institutional client) **Our place of incorporation is not Taiwan.**
(適用於機構客戶) 吾等之成立地並非台灣。
- D. I/We understand that, in this Declaration, *Mainland China Investor* means:
本人/吾等理解，在此份聲明書中，**中國大陸投資人**指：
- (i) An individual who has household registration in Mainland China (hereinafter “Mainland Individual”);
在中國大陸設有戶籍的個人(以下簡稱“大陸籍個人”);
 - (ii) A juristic person, organization or other institution incorporated in Mainland China (hereinafter “Mainland Institution”);
在中國大陸成立的法人、團體或其他機構(以下簡稱“大陸機構”);
 - (iii) A company in which one or more Mainland Individual(s) and/or Mainland Institution(s) invest in Hong Kong or any other Third Area (for the purpose of this Declaration, a “Third Area” means any area other than Taiwan and Mainland China), and:
一個或一個以上大陸籍個人及/或大陸機構在香港或任何其他第三地區(為本聲明書的目的，“第三地區”指台灣和中國大陸以外的任何地區)投資的公司，且：
 - (1) One or More Mainland Individual(s) and/or Mainland Institution(s), individually or collectively, hold(s), directly or indirectly, more than 30% of the issued shares in the said company/right(s) to more than 30% of the capital of the said company; or
一個或一個以上大陸籍個人及/或大陸機構單獨或共同、直接或間接持有該公司已發行股份總數或出資的30%; 或
 - (2) One or More Mainland Individual(s) and/or Mainland Institution(s), individually or collectively, has/have control power over the said company¹.
一個或一個以上大陸籍個人及/或大陸機構單獨或共同對該公司具有控制能力。
- E. **I am/We are not and will not become a Mainland China Investor as defined in Paragraph D of this Declaration.**
本人/吾等不是且不會成為本聲明書第D段定義的中國大陸投資人。

¹ An individual, juristic person, organization or any other institution will be deemed to have “control power” over a company, if it:
對一公司“具有控制能力”，係指有下列情形之一者：

- 1. has control over the majority of the voting shares pursuant to an agreement with other investors;
與其他投資人約定下，具超過半數之有表決權股份之能力；
- 2. has control over the financial, operational, and/or human resources policies pursuant to the law or regulations or contractual commitments;
依法令或契約約定，可操控公司之財務、營運及人事方針；
- 3. has the right to appoint or discharge a majority of the members on the board or other organization which has control over the company's operations;
有權任免董事會或其他可決定公司營運方針之組織超過半數之主要成員，且公司之控制操控於該董事會或其他可決定公司營運方針之組織；
- 4. has control over the majority of the votes of the members on the board or other organization which has control over the company's operations;
or
有權主導董事會或其他可決定公司營運方針之組織超過半數之投票權，且公司之控制操控於該董事會或其他可決定公司營運方針之組織；或
- 5. has other control power as defined under International Financial Reporting Standards or Enterprise Accounting Standards.
其他依據國際財務報導準則或企業會計準則公報具有控制情形者。

F. For Client Acting as Agent/Nominee/Trustee/Fund Manager 代理人/受託人/基金經理客戶適用:

I/We will not deal in Taiwan securities and/or futures on behalf of/for the beneficial interest of any Mainland China Investor as defined in Paragraph D of this Declaration, no matter being aware or unaware of the fact that the/one of the principal(s)/trustor(s)/beneficiary(ies)/fund investor(s)/beneficial owner(s) is a Mainland China Investor.

本人/吾等不會為任何本聲明書第 D 段定義的中國大陸投資人代為/為其實益權益交易台灣證券及/或期貨，不論知道或不知道該名/任一委託人/受益人/基金投資人/實質控制人是中國大陸投資人。

G. I/We acknowledge and agree that this Declaration is a part of the Agreement (comprised of the General Terms and Conditions, the Special Terms and Conditions, the Account Opening Form and the Miscellaneous Documents) between the Company and me/us. Nothing contained in this Declaration should be construed as preventing the Company from exercising any right under the other parts of the Agreement. A breach of any representation or warranty in this Declaration constitutes a breach of contract by me/us.

本人/吾等知悉且同意此份聲明書是貴公司和本人/吾等之間協議(由一般條款、特別條款、開戶表格、雜項文件組成)的一部分。此份聲明書的任何內容皆不應被解釋為反對貴公司行使協議其他部分約定的任何權利。違反此份聲明書的任何聲明或保證即構成本人/吾等的違約。

H. I/We agree that, in the event that any representation or warranty given by me/us in this Declaration is or becomes untrue when made or repeated, the Company shall be entitled at its absolute discretion, without further notice or demand to the client, to forthwith:

本人/吾等同意，本人/吾等在本聲明書所為任何聲明或保證如有現在不真實或將來成為不真實，貴公司將取得絕對酌情權，不須進一步通知或請求本人/吾等，即可以立刻：

- (i) suspend or terminate all or any of the Company's services;
暫停或終止全部或任何貴公司提供的服務;
- (ii) cancel all or any unexecuted instructions of me/us;
取消全部或任何未執行的本人/吾等的指示;
- (iii) liquidate any long position with the Company through the sale of securities on the relevant exchange(s);
在有關交易所售出證券以出清任何在貴公司持有的長倉;
- (iv) close out and/or sell any futures contract in the captioned account and make or take delivery of the underlying commodities and/or securities in respect of any such contract.
平倉及/或沽售前述帳戶中任何期貨合約，並就任何合約的有關商品及/或證券進行交收。

I. I/We agree that, in the event that the Company is requested by any relevant regulator to sell any Taiwan securities or futures contracts purchased or held by the Company for and on my/our behalf, the Company shall be entitled at its absolute discretion, without further notice or demand to me/us, to forthwith:

本人/吾等同意，如貴公司遭任何相關監管機構要求出售其代客戶購買或保管之台灣證券或期貨合約時，貴公司將取得絕對酌情權，不須進一步通知或請求本人/吾等，即可以立刻：

- (i) suspend or terminate all or any of the Company's services;
暫停或終止全部或任何貴公司提供的服務;
- (ii) cancel all or any unexecuted instructions of me/us;
取消全部或任何未執行的本人/吾等的指示;
- (iii) liquidate any long position with the Company through the sale of securities on the relevant exchange(s);
在有關交易所售出證券以出清任何在貴公司持有的長倉;
- (iv) close out and/or sell any futures contracts in the captioned account and make or take delivery of the underlying commodities and/or securities in respect of any futures contracts.
平倉及/或沽售帳戶中任何期貨合約，並就任何期貨合約的有關商品及/或證券進行交收。

J. In the event that the Company exercises its discretion under Paragraph H or I of this Declaration, I/we agree that the Company is not obligated to give prior notice to me/us, to obtain consent from me/us, or to follow any instruction of me/us, and may sell any of such securities, futures contracts or other assets of me/us on a single or collective basis. The Company shall not be liable for any loss howsoever caused arising from the exercise by the Company of its rights and powers conferred by Paragraph H or I of this Declaration, whether in relation to the timing or manner of the exercise of such rights or powers or otherwise, unless due to the gross negligence, fraud or willful default of the Company or any of its officers, employees or affiliates and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

當貴公司行使此份聲明書第 H 或 I 段賦予的酌情權，本人/吾等同意貴公司無義務事先通知本人/吾等、取得本人/吾等同意、或遵從本人/吾等指示，並可以單一或集合基準出售本人/吾等的任何該等證券、期貨合約或其他資產。貴公司將毋須就貴公司行使此份聲明書第 H 或 I 段賦予的酌情權當中的權利或權力產生的任何損失負責，不論有關行使權利或權力時間或方式或其他原因，除非基於貴公司或其任何主管人員、僱員或聯屬人的嚴重疏忽、欺詐或蓄意失責所致，及只限於直接及合理預見直接及純粹由上述行為造成的損失及賠償（如有）。

- K. I/We shall immediately notify the Company should any representation or warranty given by me/us herein becomes untrue after the execution of this Declaration.
本人/吾等在此所為任何聲明或保證如果在本聲明書簽署後成為不真實，本人/吾等應當立即通知貴公司。
- L. The representations, warranties and undertakings contained herein shall be deemed to be repeated immediately before each instruction in relation to my/our investment in Taiwan securities and/or futures is given or executed through the captioned account.
上述的聲明、保證及承諾將會被視為在透過前述帳戶發出或執行的每項與本人/吾等之台灣證券及/或期貨投資相關的指示前已再次重複作出。

Declaration (to be signed by all co-owners, if applicable)
客戶聲明書 (所有聯名客戶必須簽署，如適用)

Signature(s) 簽署

Name of Client(s) 客戶名稱: _____

Name of Authorized Signatory(ies) (if applicable) 獲授權簽名人(如適用): _____

Date 日期: _____ (dd/mm/yyyy 日/月/年)