

FUTURES CLIENT AGREEMENT

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FUTURES CLIENT AGREEMENT

THIS AGREEMENT is made the _____ day of _____.

BETWEEN

- (1) **Realink Financial Trade Limited (CE number AFJ685)**, registered with the Securities and Futures Commission whose principal place of business at 22/F., No.1 Hung To Road, Ngau Tau Kok Kwun Tong, Kowloon, is licensed to conduct Type 2 (dealing in futures contracts) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "Dealer"); and
- (2) The party whose name, address and description are set out in the Client Registration Form (the "Client").

WHEREAS:

- (A) The Client agrees to engage the Dealer as dealer and broker in the conduct of Futures Transactions from time to time to open and maintain one or more Account(s) with the Dealer.
- (B) The Dealer, at the request of the Client agrees to open and maintain the Accounts in the name of the Client agrees to open and maintain such Accounts and to act as the dealer and broker for the Client in the sale and purchase of Futures.
- (C) All the Futures Transactions shall be conducted by the Dealer on behalf of the Client subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

- 1.1 In this Agreement and the Schedules, the following expression shall have the following meanings unless the context otherwise requires:

“**Access Code**” means the password or identification code issued by the Dealer to the Client or otherwise adopted by the Client for gaining access to the Electronic Services;

“**Account**” means any one or more futures trading account now or hereafter opened in the name of the Client with the Dealer for the conduct of Futures Transactions;

“**Agreement**” means this Agreement as originally executed or thereafter may from time to time be amended or supplemented;

“**Authorised Person**” means the persons or any of them designated in or pursuant to this Agreement to issue instructions in relation to an Account and, until the receipt by the Dealer of written notice from the Client to the contrary, the persons named in Schedule II;

“**Beneficial Identity**” means the ultimate beneficiary of Account or, in the case of a company or body corporate, the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate and includes a beneficiary holding an interest through a nominee or trust;

“**Board**” means the Board of Directors from time to time of the Exchange or (as the context may require) the majority of directors present and voting at a duly convened meeting of directors at which a quorum is present, or any duly appointed committee of the Board.

“**Business Day**” means any day on which the Exchange is open for trading other than Saturdays, Sundays, public holidays and such other days which are declared by the Exchange to be non-business days;

“**Chief Executive**” means the Chief Executive from time to time appointed by the Board, his designee, or, as



the context may require, a designated member of the HKEx staff.

“**Clearing House**” means the HKCC in relation to the Exchange; and in relation to any other Exchange, the clearing house providing services similar to those of HKCC to such Exchange;

“**Client Registration Form**” means either Form A or Form B as set out in Schedule I;

“**Contract Specification**” means those terms and conditions of an Exchange Contract as from time to time specified by the Board;

“**Electronic Services**” means the Internet service, the Interactive Voice Response Service and the Mobile Phone Trading Services;

“**Exchange**” means the Hong Kong Futures Exchange Limited and any foreign futures exchange(s);

“**Exchange Contract**” means a contract for a commodity approved by the SFC and the Exchange for trading on a Market and which may result in a Futures Contract and/or an Options Contract as the case may be;

“**Exchange Participant**” means a person who may trade on or through the Exchange and whose name is entered in a list, register or roll kept by the Exchange as a person who may trade on or through the Exchange;

“**F.O. Business**” means the business of dealings in Futures Contracts and/or Options Contracts;

“**Futures**” means any instruments commonly known as futures or commodities including, but not limited to gold, silver or other physical commodities, monies, foreign currencies, currency options, foreign exchange contracts, index options, index futures contracts, commodity forward or futures contracts, commodity options, currency forward or futures contracts, financial futures and/or contracts for the future delivery of, or otherwise relating to, commodities, foreign currencies or securities;

“**Futures Contract**” means a contract executed on any commodity, futures or options exchange;

“**Futures Transaction**” means any transaction concerning the purchase, acquisition, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Futures including (but not limited to), safe-keeping of commodities and the provision of nominee or custodian services therefor and other transactions effected under or pursuant to this Agreement;

“**Group Company**” means a company or body corporate which is a member of the same "group of companies" (as defined in section 2 of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong)) as of the Dealer;

“**HKEx**” means the Hong Kong Exchanges and Clearing Limited;

“**HKCC**” means the Hong Kong Futures Exchange Clearing Corporation Limited;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China;

“**Hong Kong Regulator**” refers to the SFC, the HKEx, the Exchange and other relevant regulatory bodies;

“**Interactive Voice Response Service**” means service to be provided by the Dealer giving the Client access to conduct Futures Transactions and other functions such as account enquiry, futures quote and enquiry hotline, as the Dealer may specify from time to time;

“**Internet Service**” means as electronic communication service to be provided by the Dealer through computer-controlled messaging system, enabling the transmittal and delivery of order or instruction via the Internet for the conduct of Futures Transactions and other exchange of communication in connection therewith by electronic messages;

“**Investor Compensation Fund**” means the compensation fund established by the SFC pursuant to the



Ordinance;

“**Market**” means one of the markets from time to time established and operated by the Exchange and any foreign futures exchange(s);

“**Mobile Phone Trading Service**” means service to be provided by the Dealer in conjunction with certain mobile phone operators from time to time, using SIM tool Kit with dedicated application for the Dealer, for the conduct of Futures Transactions and other functions such as account enquiry, Futures quote and enquiry hotline, as the Dealer may specify from time to time;

“**Option Contract**” means a contract executed between one party (the “first party”) and another party (the “second party”) on any commodity, futures or options exchange under which the first party grants the second party the right, but not the obligation, to sell or buy an agreed commodity, or quantity of a commodity, from the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to sell or buy;

“**Omnibus Account**” means an account opened with the Dealer by the Client (who may, but need not necessarily be another Exchange Participant) in respect of which the Dealer is notified that the Account is to be operated for a client, or a number of clients, of the Client and not the Client itself;

“**Ordinance**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as the same may be amended or re-enacted from time to time;

“**Person**” includes any individual, company, firm, partnership, joint venture, association, organization or trust (in each case whether or not having a separate legal personality) and, where the context so permits or requires, includes the Client;

“**SFC**” means the Securities and Futures Commission of Hong Kong.

- 1.2 In this Agreement, unless the context otherwise requires, any matter in respect of which the Dealer is vested with a discretion, such discretion is absolute and may be exercised by the Dealer or the agent to whom such discretion has been delegated without any restriction whatsoever.
- 1.3 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. References to Clauses and Schedules are to the clauses of and schedules to this Agreement. References to “writing” include facsimile and electronics transmission. All Schedules hereto form an integral part of this Agreement, Clause headings are inserted for convenience of reference only and do not affect their interpretation and construction.

2. Applicable Rules and Regulations

- 2.1 Each Futures Transaction is subject to the constitution, rules, regulations, customs, usage, rulings and interpretations from time to time in force of the Hong Kong Regulator(s) at which the Futures Transaction is conducted and to the applicable laws and regulations in Hong Kong or in any other jurisdiction so that:
 - (1) if there is any conflict between (i) this Agreement and (ii) any such constitution, rules, regulations and laws, the latter shall prevail;
 - (2) the Dealer may take or omit to take any action which it considers fit in order to ensure compliance with the same including, without limitation, adjusting any Account, disregarding any unexecuted order or rescinding any executed Futures Transaction;
 - (3) such constitution, rules, regulations and laws as are so applicable and all such actions so taken shall be binding upon the Clients; and
 - (4) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client entering into this Agreement or the Dealer effecting any



Futures Transaction in connection with this Agreement.

- 2.2 If any term hereof is inconsistent with any present or future law, rule or regulation of the Hong Kong Regulator(s) or any authority having jurisdiction over the subject matter of this Agreement, such inconsistent term shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.
- 2.3 The Dealer is required in certain circumstances to disclose the name and Beneficial Identity of the Client and such other information concerning the Client as the Hong Kong Regulator(s) may require. The Client agrees to provide such information concerning the Client as the Dealer may require in order for the Dealer to comply with this requirement.
- 2.4 In respect of transactions related to Futures Contracts and/or Option Contracts executed in markets other than those operated by the Exchange, such transactions will be subject to the rules and regulations of those markets and not those of the Exchange, with the result that the Client may have a markedly different level and type of protection in relation to those transactions, as compared to the level and type of protection afforded by the Rules, Regulations and Procedures of the Exchange.

3 Instructions and Dealing Practice

- 3.1 Orders shall be received and executed with the understanding that the Client will be required to take or make delivery of the commodities unless the Client's initial position is liquidated. It is expressly understood that unless otherwise disclosed herein or to the Client in writing in the usual manner of the Dealer, the Dealer is acting solely as agent as to any transactions made with the Dealer by the Client. The Dealer shall have no obligation to provide the Client with information with respect to any position of the Client and (except as directed by the Client) no obligation to but shall have the right set out in this Agreement to close any position in any Account the Dealer may carry on behalf of the Client. The Dealer shall have the right to refuse to act for the Client in any particular transaction.
- 3.2 The Dealer may, wherever necessary, sell any commodities belonging to the Client, cancel any open orders for the purchase and sale of any commodities, with or without notice to the Client, and the Dealer may borrow or buy any commodities required to make delivery against any sale, including a short sale effected for the Client.
- 3.3 In case of the sale of any commodity or other property by the Dealer at the direction of the Client and the inability of the Dealer to deliver the same to the purchaser by reason of the Client's failure to supply the Dealer therewith, then and in such event, the Client authorises the Dealer to borrow any commodity, or other property necessary to make delivery thereof, and the Client hereby agrees to guarantee and hold the Dealer harmless against any loss which the Dealer may sustain thereby, any premiums which the Dealer may be required to pay, or for any loss which the Dealer may sustain by reason of the inability of the Dealer to borrow the commodity, or other property sold.
- 3.4 Liquidating instructions on open futures positions maturing in a spot month must be given to the Dealer at least five business days prior to the first notice day in the case of long positions; and at least five business days prior to the last trading day in the case of short positions. Alternatively, sufficient good funds to take delivery or the necessary delivery documents must be delivered to the Dealer within the same period described above. If neither instructions, nor good funds, nor documents are received by the Dealer, the Dealer may, without notice, either liquidate the Client's position, or make or receive delivery on behalf of the Client upon such terms and by such methods which the Dealer shall deem to be feasible.
- 3.5 In case according to the rules of the relevant Exchange, the outstanding obligations of the buyer and seller of open futures positions shall be satisfied solely by cash settlement based on a difference in price or value, the Dealer or the Client (as the case may be) shall settle the open futures positions by paying the relevant



difference to the other on the maturity date of the open futures positions. The Client shall take all necessary actions to enable the Dealer to effect due settlement of each open futures position on behalf of the Client in accordance with the market requirements

- 3.6 The Client agrees that the Client shall be liable for all losses whether or not the Account is liquidated and for any debts and deficiencies in the Client's Accounts including all debts and deficiencies resulting from a liquidation of the Client's Account.
- 3.7 All instructions shall be given by the Client orally either in person or by telephone, or in writing, delivered by post, by hand, by e-mail or otherwise, or by facsimile transmission or through any of the Electronic Services in accordance with the provisions of Clause 5.
- 3.8 The Dealer shall be entitled to rely on any instructions, directions, notices or other communication which the Dealer reasonably believes to be from a person authorised to act on the Client's behalf and the Client shall be bound by such communication. The Client agrees to indemnify the Dealer and hold the Dealer harmless from and against all losses, costs and expenses (including legal costs) reasonably and properly incurred by the Dealer in reliance thereupon.
- 3.9 The Dealer may record all telephone conversations with the Client in order to verify the instructions of the Client. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Client in the case of any dispute.
- 3.10 There may, on occasions, be a delay in making prices or in dealing by the Dealer due to the physical restraints on the Exchange or other market and the rapid changes in the prices of commodities. The Dealer may not after using reasonable endeavours be able to trade at the prices quoted at any specific time. The Dealer is not liable for any loss arising by reason of its failing, or being unable to comply with any terms of the Client's instruction.
- 3.11 Where the Dealer is unable after using reasonable endeavours to execute any instruction in full, it is entitled to effect partial performance only without prior reference to the Client's confirmation. The Client shall accept and be bound by the outcome of any performance, partial performance or non-performance when the Client's request to execute an order is made.
- 3.12 Any day order for the purchase or sale of commodities placed by the Dealer at the request of the Client that has not been executed in full before the close of business of the relevant exchange or such other expiration date required by the relevant exchange or such other later time as the Client and the Dealer may agree shall be deemed to have been cancelled automatically (to the extent not executed if executed in part).
- 3.13 The Dealer may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with the Dealer, on such terms and conditions as the Dealer may in its absolute discretion determine. In this regard, the Dealer is authorised to provide information regarding the Account to such agents. The Dealer may also seek, at the Client's costs, and act on an opinion from any lawyer, accountant or other expert. The Dealer shall however not be liable to the Client for the acts and omissions of any such agent or expert.
- 3.14 The Client acknowledges that due to the trading practices of the Exchange or other markets in which transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by the Dealer following instructions given by the Client.

4 Own Judgment

The Client shall make its own independent judgment and decision with respect to each instruction. The Dealer shall be under no liability whatsoever in respect of any information or suggestion given by any of the directors, officers,



employees or agents of the Dealer irrespective of whether or not such information or suggestion is given at the Client's request.

5 Electronic Services

- 5.1 The Client shall not place orders or instructions with the Dealer through the Electronic Services until after the Dealer has issued to the Client the Access Code. Any change of the Access Code shall not be effective unless such change has been agreed by both the Dealer and the Client in writing. The Access Code shall remain effective until (i) the actual receipt by the Dealer of a written notice of cancellation from the Client or (ii) its cancellation by the Dealer.
- 5.2 The Dealer may, at any time without giving notice or reason therefor, suspend or terminate the Electronic Services. Notwithstanding the availability of the Electronic Services, the Dealer may at any time require generally or specifically the Client to supplement any order or instruction transmitted to the Dealer through the Electronic Services by delivering hard copies of such order or instruction in the form prescribed by or acceptable to the Dealer duly completed, signed and, where required, authenticated. If and whenever hard copy of order or instruction is required to be furnished by the Client, the time of receipt of such order or instruction shall be when the hard copy whereof reaches the Dealer and the Dealer shall have no obligation to deal with nor respond to the electronic version of such order or instruction received.
- 5.3 The Client agrees that the Client shall be only authorised user of the Electronic Services under this Agreement. The Client undertakes not to gain nor permit unauthorised access to the Electronic Services and the Client shall be responsible for all transactions effected through the use of the Electronic Services. The Client acknowledges and agrees that (i) the placing of orders and instruction for the conduct of Futures Transactions through the Electronic Services shall be at the Client's sole risk and without liability of the Dealer, (ii) the Dealer's only duty in relation to any such order or instruction is to verify the Access Code and (iii) the Dealer shall have no responsibility whatsoever to investigate or verify the authenticity, proper authorization, accuracy or completeness of any such order or instruction.
- 5.4 No order or instruction placed by the Client for the conduct of Futures Transactions through the Electronic Services shall be considered to have reached the Dealer until the Dealer has had a reasonable opportunity after receipt to verify the Access Code and to prepare and send an acknowledgement whereof to the Client. The Client acknowledges and agrees that there may be delay between the placing of such order or instruction and the execution whereof by the Dealer and that the Dealer does not guarantee real time execution for any such order or instruction.
- 5.5 Whenever the Client places an order or instruction for the conduct of Futures Transaction through Electronic Services, the Client shall immediately notify the Dealer if the Client (i) fails to receive an acknowledgement thereof from the Dealer (whether oral or in writing) on or before the close of business of the next following business day; or (ii) receives an inaccurate or incomplete acknowledgement from the Dealer; or (iii) becomes aware of any discrepancy in the execution of such order or instruction. In any case the Client shall immediately notify the Dealer upon the Client (i) becoming aware of any unauthorised access to the Electronic Services or unauthorised use of the Access Codes or (ii) receiving any acknowledgment from the Dealer of any order or instruction which the Client has not placed with the Dealer.
- 5.6 The Client is solely responsible for the acquisition, installation, operation, maintenance and security of its own computer and related communication equipment dedicated for accessing the Electronic Services. The Client acknowledges and agrees that Dealer's ability to provide the Electronic Services is conditional upon the continued operation and availability, in good working order, of the Client's own computer and related communication equipment and all other equipment, facilities and service deemed necessary in the Dealer's sole discretion to effect the transmittal and processing of electronic message reliably.



- 5.7 The Client undertakes not to or attempts to tamper with, modify, decompile or reverse engineer the Dealer's computer system supporting the Electronic Services. If the Client obtains from the Dealer computer programs, software and relative operating manuals necessary to access the Electronic Services, as between the Client and the Dealer, all rights, title and interests in such programs, software and materials shall remain exclusively in and with the Dealer at all times. Nothing in this Agreement shall be deemed nor construed to confer upon or transfer to the Client any such right, title or interest, except a non-exclusive, non-assignable, non-transferable sub-license to access the Electronic Services while interfaced with the Dealer's computer system, and for no other purpose. The Client will at all times treat all such programs, software and materials as strictly confidential and proprietary to the Dealer and will exercise reasonable care in the custody, handling, use and storage of all such programs, software and material. The Client will at all times limit dissemination of any and all such programs, software and materials to its duly authorised personnel and will not (nor attempt to), at any time, tamper with, alter, modify, decompile, duplicate, copy, display, permit access, sell or transfer to any other person any part of such program, software and materials. The Client warrants that all individuals having access to such programs, software and materials, including but not limited to the Client's employees and agents, shall observe and perform all of the covenants, terms and conditions of this Agreement. In the event of any breach by the Client of its obligation hereunder, the Dealer have right to injunctive relief and, without limitation, such other appropriate relief as many be provided at law or in equity.

6 Authorised Persons

- 6.1 The Client hereby authorises the Authorised Persons to have full authority to represent the Client in all matters in relation to all Futures Transactions with the Dealer and to sign on the Client's behalf all agreements and documents relating to the Account and its operation and all such documents, instructions or orders which, if given or signed by the Authorised Persons, shall be absolutely and conclusively binding on the Client provided the verbal orders or instructions from anyone of the Authorised Persons shall be valid and effective and, if in writing and requires manual signature, the same shall be signed in accordance with the signing instructions specified in Schedule II.
- 6.2 If the Client is an individual who wishes to appoint Authorised Persons, the Client shall, in addition to completing Schedule II, furnish to Dealer a duly executed power of attorney of other similar instrument of appointment in the form prescribed by the Dealer.

7 Margin Requirements and Margin Calls

- 7.1 The Client agrees to maintain such collateral and/or margin as the Dealer may from time to time at the discretion of the Dealer require. Except as permitted by the Rules or for the purpose of closing out the Client's open positions or as the Exchange may from time to time prescribe, generally or otherwise, the Dealer shall not transact for the Client until and unless the Dealer has received from the Client collateral adequate to cover that Client's expected trading liabilities, and margins. All margin requirements must be settled in cash except as otherwise agreed by the Dealer. The Client also agrees to pay immediately on demand any amount owing with respect to any of the Client's Accounts. Against a position in any commodities, prior to the maturity thereof, the Client will give the Dealer instructions to cover or furnish the Dealer with all necessary delivery documents, and in default thereof, the Dealer may without demand or notice cover the liability in the manner deemed most appropriate by the Dealer, or if an order to buy in such contracts cannot be executed under prevailing conditions, the Dealer may take any other action the Dealer shall deem appropriate. The Client understands that the Client will be responsible for all the expenses of the Dealer in connection with the above and that the Dealer will not be liable for any loss that may thereby be incurred.
- 7.2 The proper initial and maintenance margin, as determined by the Dealer at the sole discretion of the Dealer, will be maintained by the Client in any and all Accounts the Client may at any time carry with the Dealer. If the Dealer determines that additional margin is required, the Client agrees to deposit with the Dealer such



additional margin upon demand, provided that the Dealer may at any time proceed in accordance with Clause 10 hereunder notwithstanding any demand for additional margin. The Dealer may change margin requirements and procedures at the sole discretion of the Dealer and at any time. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to the new positions in the contracts affected by such change.

- 7.3 Margin calls and demands for variation adjustments must be met within the period specified by the Dealer from time to time, otherwise the Dealer shall be entitled to close out some or all of the Client's open positions. All variation adjustments must be paid in cash. The Dealer may be required to forthwith notify the Hong Kong Regulators particulars of all open positions in respect of which two or more successive margin calls and demands for variation adjustments, which in aggregate exceed HK\$150,000.00 or any amount as may be specified under applicable rules and regulations from time to time, are not met within the period specified by the Dealer. Such notification shall include details of the account number(s) and (where relevant) the number of Exchange Contracts in respect of which default has been made and the market(s) in which they were transacted. The Dealer may require more margin or variation adjustments than that specified by the Hong Kong Regulator(s) and may close out open positions in respect of which any margin calls and demands for variation adjustments are not met within the period specified by the Dealer or at the time of making such call(s) or demand(s).

8 Client's Account and Clearing House Account

- 8.1 All monies, securities and other property received by the Dealer from the Client or from any other person, including a Clearing House, for the account of the Client shall be held by the Dealer as trustee and segregated from the Dealer's own assets. All monies, securities or other property so held by the Dealer shall not form part of the assets of the Dealer for insolvency or winding up purposes, but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of the Dealer's business or assets.
- 8.2 All monies, approved debt securities or approved securities received by the Dealer from the Client or from any other person, including the Clearing House, shall be held in the manner specified under paragraphs 7 to 12 of Schedule 4 of the SFC Code of Conduct. The Client hereby authorises the Dealer to apply any such monies, approved debt securities or approved securities in the manner specified under paragraphs 14 and 15 of Schedule 4 to the SFC Code of Conduct and, in particular, that the Dealer may apply such monies, approved debt securities or approved securities in or towards meeting the Dealer's obligations to any party insofar as such obligations arise in connection with or incidental to F. O. Business transacted on the Client's behalf.
- 8.3 For the avoidance of doubt, the Client hereby confirms and agrees that the Dealer is permitted to retain money representing interest on money received from or for the account of the Client in relation to the business of dealing in Futures Contracts and Option Contracts and money paid or reimbursed to the Dealer by the Clearing House in respect of the business of dealing in Futures Contracts and Option Contracts transactions by the Dealer on the instructions of the Client.
- 8.4 The Client acknowledges that in respect of any account of the Dealer maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of P.O. Business transacted on behalf of the Client and whether or not monies, approved debt securities or approved securities paid or deposited by the Client has been paid to or deposited with the Clearing House, as between the Dealer and the Clearing House, the Dealer deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client and monies, approved debt securities or approved securities paid to or deposited with the Clearing House are thereby freed from the trust referred to in Clause 8.1 above.



9 Commissions and Expenses

- 9.1 The Dealer shall not be obliged to make any payment on behalf of the Client. The Client shall on demand put the Dealer in funds to enable the Dealer to discharge any liability incurred or to be incurred in connection with transactions effected or to be effected for the Account and shall on demand reimburse to the Dealer all costs and expenses incurred by the Dealer therein.
- 9.2 Every Exchange Contract shall be subject to the charge of Investor Compensation Fund levy and a levy pursuant to the Ordinance, both of which shall be borne by the Client.
- 9.3 If the Client suffers pecuniary loss by reason of the Dealer's default, the Client's valid claims may be covered under the Investor Compensation Fund established under the Ordinance and the relevant governing legislations and rules, but subject to such monetary limits and terms provided thereunder and accordingly there can be no assurance that any of such pecuniary loss will be recouped from the Investor Compensation Fund in full or in part or at all.
- 9.4 The Client agrees to pay the Dealer such remuneration, commission, brokerage, charges and any other fees that may be charged in respect of all transactions entered into between the Dealer and the Client and/or under this Agreement in accordance with the particulars and the basis as set out in the fee schedule provided to the Client (as may be amended and notified by the Dealer to the Client from time to time).

10 Set-off, Lien and Power of Sale

- 10.1 Without prejudice and in addition to any general lien, right of set-off or similar right to which the Dealer may be entitled by law, all of the Client's interest in any funds, securities, commodities, or other property held by or in the possession of the Dealer for any purpose or carried by the Dealer in any Account for the Client (either individually or jointly with others), or held by or in the possession of any Group Company in Hong Kong or elsewhere, at any time and for any purpose, including safe-keeping, shall be subject to a general lien in favour of the Dealer. The Dealer shall also have the right to sell such property (and the Dealer is authorised to do all such things necessary in connection with such sale) and utilise the proceeds to offset and discharge all of the obligations and liabilities of the Client to the Dealer or to any Group Company whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several, regardless of whether any other person is interested in or the Dealer has made advances in connection with such property, and irrespective of the number of Accounts the Client may carry with the Dealer.
- 10.2 The Dealer shall be entitled at any time without notice to combine and/or consolidate all or any of the Client's Accounts with the Dealer and any Group Company. In respect of any payments by the Dealer to offset and discharge any obligations of the Client to any Group Company, the Dealer shall not be concerned whether or not such obligations exist, provided demand has been made on the Dealer by such Group Company.
- 10.3 Without limiting or modifying the general provisions of this Agreement, the Dealer is hereby specifically authorised to transfer any sum or sums among the different Accounts that the Client has with the Dealer and with any Group Company.
- 10.4 The following shall constitute events of default ("Events of Default"):
- (a) the Client's failure to provide sufficient funds or collateral or margin deposit (as the case may be) to the Dealer's satisfaction from time to time, for any Transaction or for the Account when due;
 - (b) the death, insolvency or liquidation of the Client, the filing of a petition for bankruptcy or winding-up or the commencement of other analogous proceedings against the Client;
 - (c) the levying of attachment against the Account;
 - (d) the Client's default in the due performance or observance of any term of this Agreement;



- (e) in the Dealer's absolute opinion, the occurrence of an adverse change in the assets or financial condition of the Client or the value of the collateral (if applicable);
 - (f) the termination of the Account or the objection of the Client to the Dealer's alteration of (i) any term of this Agreement or (ii) the operation of the Account;
 - (g) the Client's failure to meet any of the obligations.
- 10.5 If an Event of Default occurs, all amounts owing by the Client to the Dealer shall become immediately payable on demand, and interest will accrue. Without prejudice to any other right or remedy which the Dealer may have but subject to applicable laws and regulations, if any Event of Default shall occur or whenever in the Dealer's sole discretion the Dealer shall consider it necessary for the protection of the Dealer, because of margin requirements, procedures or otherwise, the Dealer shall be authorised, in its absolute discretion, to take one or more of the following actions (but shall not be bound to take any such action):
- (a) satisfy any obligation the Client may have to the Dealer (either directly or by way of guarantee or surety ship) out of any property belonging to the Client in the custody or control of the Dealer;
 - (b) sell any or all Futures Contracts, Option Contracts or commodities long in the Client's Account(s);
 - (c) buy any or all Futures Contracts, Option Contracts or commodities which may be short in such Account(s);
 - (d) cancel any or all outstanding orders, Futures Contracts or Option Contracts in order to close the Account or Accounts of the Client;
 - (e) close any of the Client's positions without the Client's consent;
 - (f) terminate all or any part of this Agreement; and
 - (g) immediately close the Account(s).
- 10.6 The proceeds of such transactions are to be applied to reduce the indebtedness owing to the Dealer, if any. Any sale of futures contracts long in an Account or purchase of futures contracts short in an Account may be made according to the judgment of the Dealer and at the discretion of the Dealer either by direct sale or purchase in the same contract month or according to the judgment of the Dealer and at the discretion of the Dealer on any exchange or other market where such business is then usually transacted. In all cases, a prior demand or call, or prior notice of time or place of sale or purchase shall not be considered a waiver of the right of the Dealer to sell or to buy without demand or notice as herein provided. The Client shall at all times be liable for the payment of any debit balance owing in such Account(s) with the Dealer upon demand. In all cases, the Client shall be liable for any deficiency remaining in such Account(s) in the event of the liquidation thereof in whole or in part by the Dealer or by the Client. Debit balance(s) in such Account(s) shall be charged with interest and the Client shall promptly settle, upon demand, all liabilities outstanding to the Dealer, together with all costs of collection (including reasonable legal fees).
- 10.7 In the event of any sale pursuant to this Clause:
- (a) The Dealer shall not be responsible for any loss occasioned thereby howsoever arising if the Dealer has already used reasonable endeavors to sell or dispose of the Futures Contracts, Option Contracts or commodities or any part thereof at the then available market price;
 - (b) The Dealer shall be entitled to appropriate to itself or sell or dispose of the Futures Contracts, Option Contracts or commodities or any part thereof at the current price to any of the Dealer's Group Companies without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Dealer and/or any of the Dealer's Group Companies; and



- (c) The Client undertakes to pay to the Dealer any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to the Dealer.
- 10.8 The Client undertakes to pay interest to the Dealer in respect of any debit balances on the Account(s) or any amount otherwise owing to the Dealer at any time at such rate not exceeding the maximum permitted by law as may be specified from time to time by the Dealer.

11 Contract Specifications, Margin Procedures and Closure of Positions

- 11.1 Without prejudice to the Dealer's rights under Clause 10.5 herein, the Dealer may, without the Client's consent, close all or any of the Client's positions if the Dealer is of the opinion that there has been a change or development involving a prospective change:
- (a) in the national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of the Dealer likely to result in a material or adverse fluctuation in the stock market, commodities or futures market in Hong Kong and/or overseas;
 - (b) which is or may be of a material adverse nature affecting the condition or operations of the Client.
- 11.2 The Dealer shall provide to the Client upon request Contract Specifications or other product specifications, any prospectus or other offering document covering such products, and shall provide to the Client a full explanation of margin procedures.

12 Representations and Warranties

- 12.1 The Client hereby represents and warrants to the Dealer on a continuing basis that:
- (a) (in case of a corporation) it is validly incorporated and existing under the laws of its country of incorporation and has full power and capacity to enter into and perform its obligations hereunder; its entry into this Agreement has been duly authorised by its governing body and is in accordance with the Memorandum and Articles of Association or by-laws as the case may be of the Client;
 - (b) neither the signing, delivery or performance of this Agreement nor any instructions given hereunder will contravene or constitute a default under any existing applicable law, statute, ordinance, rule or regulation or judgment or cause to be exceeded any limit by which the Client or any of the Client's assets is bound;
 - (c) save as otherwise disclosed to the Dealer in writing, all transactions to be effected under this Agreement are for the benefit of the Client and no other party has any interest therein; and
 - (d) subject to any security interest of any of the Group Companies created pursuant to any agreement between the Client and that Group Company, all futures contracts provided by the Client for selling or crediting into the Account(s) are fully paid with valid and good title, being free from any lien, charge or encumbrances of any kind and whose legal and beneficial titles are owned by the Client.
- 12.2 If the Client effects transactions for the account of clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of the Client, the Client hereby agrees that, in relation to a transaction where the Dealer has received an enquiry from the Hong Kong Regulators, the following provisions shall apply:
- (a) the Client shall, immediately upon request by the Dealer, inform the Hong Kong Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and of the person with the ultimate beneficial interest in the transaction.
 - (b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust:



- i. the Client shall, immediately upon request by the Dealer, inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction; and
 - ii. the Client shall, as soon as practicable, inform the Dealer when his discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall immediately, upon request by the Dealer, inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.
- (c) If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Dealer when his discretion to invest on behalf of the beneficiary of such scheme, account or trust has been overridden.
- (d) The Client acknowledges that in the event of failure to comply with the disclosure requirement as referred hereto, the Chief Executive may require the Dealer to close out any or all the open contracts held by the Dealer on behalf of the Client or request the Clearing House to effect such closing out on behalf of the Dealer, or the Chief Executive may impose such margin surcharge on any or all the positions held by the Dealer on behalf of the Client as the Chief Executive thinks fit.

13 Declaration

13.1 The Client declares that:

- (a) The Client Registration Form is true and complete; and
- (b) The Client has read and understood the contents of the applicable Risk Disclosure Statement.

13.2 The Dealer declares that the contents of this Agreement and the applicable Risk Disclosure Statement have been fully explained to the Client in a language the Client understands and that the Client agrees with them.

13.3 The Client and the Dealer individually and together declare that no provisions of this Agreement shall operate to remove, exclude or restrict any rights of the Client or obligations of the Dealer under the laws of Hong Kong.

14 Liabilities and Indemnities

14.1 Neither the Dealer nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client as a result of:

- (a) the Dealer acting or relying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by the Dealer or by any of its directors, employees or agents; or
- (b) any condition or circumstances which are beyond the reasonable control of the Dealer, its directors, officers, employees and agents, including but not limited to any delay in the transmission of orders due to disruption, breakdown, failure or malfunction of transmission of communication facilities; failure of electronic or mechanical equipment; telephone or other interconnection problems, unauthorised use of Access Codes; prevailing fast market conditions; governmental agency or exchange actions; theft, war (whether declared or not), severe weather, earthquakes and strikes; or
- (c) the Dealer exercising or refraining from exercising or delaying the exercise of any or all of its rights conferred by the terms of this Agreement; or
- (d) any conversion of one currency to another pursuant to, in relation to or arising from this Agreement.



- 14.2 Without limiting the generality of Clause 14.1, neither the Dealer nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any inconvenience, delay or loss of use of the Electronic Services or any delay or alleged delay in acting or any failure to act on any instruction given by the Client to the Dealer, even if the Dealer has been advised of the possibility of such losses or damages.
- 14.3 The Client undertakes to indemnify and keep indemnified the Dealer in respect of any costs, claims, demands, damages and expenses whatsoever which may be reasonably suffered or incurred by the Dealer directly or indirectly arising out of or in connection with any transaction entered into by the Dealer as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by the Dealer in accordance with the terms of this Agreement or pursuant to any Client's instruction or communication. The Client also agrees to pay promptly to the Dealer all damages, costs and expenses (including legal expenses on a full indemnity basis) incurred by the Dealer in the enforcement of any of the provisions of this Agreement.
- 14.4 The Client undertakes to indemnify the Dealer and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder, including any costs reasonably and necessarily incurred by the Dealer in collecting any debts due to the Dealer or in connection with the closure of the Account(s).

15 Omnibus Account

The Client agrees the relevant provisions in the SFC Code of Conduct and any Rules stipulated by the Exchange on Omnibus Accounts shall apply where the Client declares that an Account shall be an Omnibus Account:

- 15.1 The Client shall keep the Dealer informed regarding its financial standing and shall immediately report to the Dealer any information that indicates that it is insolvent, or threatened with insolvency or guilty of any irregularities or practices affecting the good name of the Exchange.
- 15.2 In the case where the Client is not an Exchange Participant:
- (a) the Client shall in its dealings with the person(s) from whom it receives instructions with respect to the Account, comply with and enforce the margin and variation adjustment requirements and procedures as stipulated in the Exchange Rules and the Clearing House Rules as though it were an Exchange Participant and as though the person(s) for whose account or benefit such instructions are given were Clients as defined in the rules;
 - (b) the Client shall cause Exchange Contracts to be entered into in fulfilment of instructions with respect to the Omnibus Account, so that there shall in no circumstances be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations of futures contracts under the laws of Hong Kong or any other applicable jurisdiction or in a manner which constitutes or involves betting, wagering, gaming or gambling with respect to such items in contravention of Hong Kong law or any other applicable laws;
- 15.3 The Client will disclose to the Dealer before dealing in any futures business details of persons who are ultimately beneficially interested in the Omnibus Account and those persons or entities who are ultimately responsible for originating the instruction in relation to a transaction or such other information as the Hong Kong Regulator(s) may require from time to time. The Client acknowledges that in the event that it fails to comply with this disclosure requirement, the Chief Executive may require the Dealer to close out any or all of the open contracts held by the Dealer on behalf of the Client or request the Clearing House to effect such closing out on behalf of the Dealer, or the Chief Executive may impose such margin surcharge on any or, all of the positions held by the Dealer on behalf of the Client as the Chief Executive thinks fit.



- 15.4 The Client agrees to submit to the supervision of the Dealer to the same degree of supervision as if the Dealer were the Exchange and the Client were an Exchange Participant and to supply all information and do all acts to enable and facilitate the Dealer to comply with all the requirements of the relevant exchanges and clearing houses for the operation of the Omnibus Account by the Dealer.
- 15.5 The Client hereby agrees to immediately notify the Dealer in writing when the Account ceases to be an Omnibus Account; such cessation shall not affect any liability whatsoever of the Client to the Dealer under this Agreement prior to the receipt by the Dealer of the written notice of such cessation.

16 Waiver and Amendment

The Dealer may at its discretion waive, alter, modify, amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to the Client a notice in writing setting out such waiver, alteration, modification, amendment, deletion, substitution or addition. Such variation of this Agreement shall be deemed to have been accepted by the Client unless written notice of objection is received by the Dealer within fourteen business days after dispatch of such notification by the Dealer.

17 Joint Clients

- 17.1 Where the Client consists of more than one person:
- (a) the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them;
 - (b) the Dealer shall be entitled to but shall not be obliged to act on instructions or requests from any of them;
 - (c) each of them shall be bound though any other Client or any other person intended to be bound is not, for whatever reason, so bound; and
 - (d) the Dealer shall be entitled to deal separately with any of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.
- 17.2 Where the Client consists of more than one person, on the death of any of such persons (being survived by any other such persons), this Agreement shall not be terminated and the interest in the Account(s) of the deceased will thereupon vest in and enure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by the Dealer against such deceased Client's estate. The surviving Client(s) shall give the Dealer written notice immediately upon any of them becoming aware of any such death.

18 Conflicts of Interest

- 18.1 The Client acknowledges that the Dealer, its directors and/or employees may trade on its/their own account or on the account of any of the Group Companies subject to any applicable regulatory requirements.
- 18.2 The Client consents that, without prior notice from the Dealer, when the Dealer executes sell or buy orders on behalf of the Client, on the Exchange or any other exchange or market anywhere in the world, the Dealer, its directors, officers, employees, agents, and/or any floor broker may buy or sell for an account in which any such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the constitution, rules, regulations, usages, rulings, and interpretations then in force of the Exchange or other exchange or market upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by the Exchange or other exchange or market.



- 18.3 The Client acknowledges that, the Dealer may take the opposite position to the Client's order in relation to any exchange traded futures and options contract(s), whether on the Dealer's own account or for the account of any Group Company or other clients of the Dealer, provided that the trading is executed competitively on or through the facilities of the Exchange in accordance with the Rules, Regulations and Procedures of the Exchange or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.
- 18.4 The Client acknowledges that the Dealer is bound by the Rules of the Exchange which permit the Exchange to take steps to limit the positions or require the closing out of contracts on behalf of Clients who in the opinion of the Exchange are accumulating positions which are or may be detrimental to any particular Market or Markets, or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be.

19 Acknowledgement

The Client acknowledges that the Hong Kong Regulator(s) may do all things necessary to transfer any open positions held by the Dealer on the Client's behalf and money and property standing to the credit of the Client's Account to another Exchange Participant in the event that the rights of the Dealer as an Exchange Participant are suspended or revoked.

20 Termination

- 20.1 This Agreement will commence on the date upon which anyone of the Dealer's authorised signatories signs this Agreement and continue until the Account is closed pursuant hereto. Upon termination of this Agreement, all moneys owing from the Client to the Dealer shall immediately become due and payable.
- 20.2 The Account may be terminated by written notice given by the Dealer or the Client provided that the Account shall not be deemed terminated by the Client until the Dealer accepts the Client's written notice of termination. Such termination shall not prejudice the Dealer's rights against or remedies from the Client for any debit balance to the Account and the interest accrued and to be accrued thereto.
- 20.3 To the extent permitted by law, the Dealer may from time to time amend any term of the Agreement by prior notice to the Client. If the Client does not accept such amendment, it shall have the right to terminate the Account in accordance with this Clause.

21 Miscellaneous

- 21.1 Provided always that a prior tender, demand for original or additional margin or call of any kind from the Dealer, or prior or outstanding demand or call from the Dealer, or notice of the time and place of a sale or purchase shall not be considered a waiver of any of the Dealer's rights under this Agreement.
- 21.2 The Client hereby authorises the Dealer to conduct a credit enquiry (or a personal credit enquiry in case of an individual client) or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.
- 21.3 Nothing herein contained shall place the Dealer under any duty to disclose to the Client any fact or thing which comes to its notice in the course of acting in any capacity for any other person or in its own capacity.
- 21.4 Notwithstanding that the Dealer shall keep all matters relating to the Account(s) confidential, the Client hereby expressly agrees that the Dealer may make such disclosure of all matters relating to the Account(s) as may be required under any laws, orders, lawful requests or regulations of any relevant market, banking or governmental authority without further consent from or notification to the Client.
- 21.5 Time shall in all respects be of essence in the performance of all of the Client's obligations under this Agreement.



- 21.6 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.
- 21.7 In the event of any difference in interpretation or meaning between the Chinese and English versions of this Agreement, the Client and the Dealer agree that the English version shall prevail.
- 21.8 Whereas benefit and burden of this Agreement may not be assigned by the Client without the prior written consent of the Dealer, the Dealer may, without the prior consent of the client, assign or transfer any or all of its rights, title or interest under this Agreement and in the Accounts to any Group Companies or any other person, firm or corporation which may carry on business in succession to the Dealer provided that the Dealer shall give written notice to the Client of such assignment or transfer as soon as practicable.
- 21.9 If any provision of this Agreement is held to be invalid or unenforceable by any court or regulatory body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected and this Agreement shall take effect and be construed as if such invalid or unenforceable provisions were not contained herein.

22 Notice and Communications

- 22.1 All notices, statements and other communications shall be in writing which may be personally delivered or transmitted by post, fax or e-mail, if to the client, at the address, fax number or email address given in the Client Registration Form or at such other address, fax number or e-mail address as shall be designated by the Client in a written notice to the Dealer; and if to the Dealer, at its address at such office of the Dealer as the Dealer may from time to time select and notify to the Client.
- 22.2 Written confirmation of the execution of the Client's orders and statements of the Client's Accounts shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address stated in the Client Registration Form (or such other address communicated in writing by the Dealer) within 2 days after transmittal thereof to the Client, by mail or otherwise.
- 22.3 Any notice or other communications including, but not limited to, written confirmations and statements of the Client's Account(s) given to the Dealer.

23 Governing Law, Jurisdiction and Process Agent

This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. This Dealer and the Client hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong provided that the Dealer shall have the right to proceed against the Client in any other court which has jurisdiction over the Client or any of the Client's assets



SIGNATURE of the Client

For Corporation:

**Name of Authorized Person
Signing on behalf of Client**

**Signature and
Company Chop**

In the presence of:

Explained by:

For Individual or Partnership:

Name

Signature

In the presence of:

Interpreted by:

SIGNED by the Dealer:

For and on behalf of

Realink Financial Trade Limited

(滙信理財有限公司)

Authorized Signature (s)



SCHEDULE I

Client Registration Form

Form A
(For Corporate Account)

This Clients Registration Form must be accompanied by:

1. Memorandum and Articles of Association (or other constitutional documents, as applicable) and subsequent amending resolutions (if any);
2. certified copies of the audited accounts of the Client for the last one year and an unaudited balance sheet at a date not more than two months before the date of this Agreement or such other financial information as you may from time to time require;
3. a certified copy of the board resolution of Directors of the Client authorizing the opening and operating of the Account;
4. the most recent Annual Return of the Client;
5. certified copies of the Client's Certificate of Incorporation and Business Registration Certificate;
6. copies of Passports or I.D. Cards and specimen signatures of all Authorized Persons to operate the Accounts; and
7. copies of Passports or I.D. Cards of all Directors.

Note: Items 2 and 6 of the Client Registration Form must be filled in with appropriate information in order to comply with the Client Identity Rule as specified in the Code of Conduct issued by the Securities & Futures Commission

1. CLIENT'S DATA

Name of Client (English):	Chinese:
Business Address:	Nature of Business:
	Telephone No.:
	Fax No.:
	E-mail address:
Registered Address:	Telephone No.:
	Fax No.:
Share Capital	
Authorized Share Capital:	shares of par value \$ each.
Issued Share Capital:	shares of par value \$ each, fully / partly paid.
Is the Client a member of any stock or commodities exchange or is the Client regulated or supervised by any government or regulatory agency?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide details:	



2. PARTICULAR OF SHAREHOLDERS/DIRECTORS

Name	Shareholder	Director	HKID/Passport No.	Home Address	Telephone
	(Please tick ✓ as appropriate)				
1.					
2.					
3.					

(Notes: Continue on a separate sheet if necessary)

3. BANK REFERENCE

Bank Name and Address:	Account No.:
	Account Type:

4. INVESTMENT EXPERIENCE AND FINANCIAL INFORMATION

Please tick one or more	
<input type="checkbox"/> Nil <input type="checkbox"/> Stocks <input type="checkbox"/> Warrants <input type="checkbox"/> Options <input type="checkbox"/> Futures <input type="checkbox"/> Others:	
Current Net Asset Value:	<input type="checkbox"/> \$0 - \$1,000,000 <input type="checkbox"/> \$1,000,001 - \$5,000,000 <input type="checkbox"/> \$5,000,001 - \$10,000,000 <input type="checkbox"/> \$10,000,001 - \$50,000,000 <input type="checkbox"/> >\$50,000,000
(please tick (✓) as appropriate)	

5. INVESTMENT OBJECTIVE

Please tick (✓) one or more <input type="checkbox"/> Generating income <input type="checkbox"/> Dividend yield <input type="checkbox"/> Hedging <input type="checkbox"/> Capital appreciation <input type="checkbox"/> Speculation <input type="checkbox"/> Others:
--

6. ULTIMATE BENEFICIAL OWNER

(a.) Identity of the ultimate beneficial owner(s) of the Account	
<input type="checkbox"/> The Client <input type="checkbox"/> Others:	Name: _____ Address: _____ ID / Passport No.: _____
(b.) Identity of the person(s) ultimately responsible for giving instructions in relation to transactions to be conducted through the Account	
(Not applicable if it is same as the ultimate beneficial owner(s))	
Name: _____	ID / Passport No.: _____
Address: _____	



7. OMNIBUS ACCOUNT

Is the Account opened as an omnibus account?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, has an Omnibus Account Agreement been completed where applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the Client acting as an agent for any one or more third parties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please provide details of Client's principal:		

8. RELATED ACCOUNT

Do you, the ultimate beneficial owner(s) of the Account, or the person ultimately responsible for giving instructions for the Account ("Relevant Person"), have any relationship with the director(s) of Realink Financial Trade Limited or any of its related companies?

Yes No

Name of Relevant Person(s): _____

Name of the director(s) or employee(s): _____

Relationship: _____

9. ACCOUNT COMMUNICATION

Original contract notes (trading confirmations) and statements to be sent by mail

(a) to the registered address listed in item 1 above;

(b) to business address listed in item 1 above; or

(c) to the following name and address: _____

Trading confirmations may also be sent: (if applicable)

(a) by SMS to (mobile phone no.) _____ (mobile phone operator) _____

(b) by paging to (pager no.) _____

(c) by electronic mail to (e-mail address) _____

(d) others, please specify: _____

10. SETTLEMENT DETAILS

Unless otherwise instructed by the Client all monies payable to the Client are to be credited to the following account:		
Bank (HKD):	Bank Account Name:	Bank Account Number:
Bank (RMB):	Bank Account Name:	Bank Account Number:



The information contained in this Client Registration Form is true and accurate. The Dealer is entitled to rely fully on such information and representations for all purposes, unless the Dealer receives notice in writing of any change. The Dealer is authorized at any time to contact anyone, including the Client's banks, brokers or any credit agency, for the purpose of verifying the information provided on this Client Registration Form.

DULY AUTHORIZED FOR AND ON BEHALF OF THE CLIENT

Name of Authorized Person: _____ Signature and Company Chop: _____

Title: _____ Date: _____

FOR OFFICE USE ONLY

Introduced by:

Documentation Checked by:

Approved by:



SCHEDULE I

Client Registration Form

Form B

(For Individual / Joint Account)

(for joint account, please supply same details for each joint account holder on separate sheet)

1. PERSONAL DATA

Name of Client: (English) Mr./Mrs./Miss	Chinese:
Home Address:	Birth Date:
	HKID/Passport No.:
	Nationality:
No. of year(s) at the present address: _____ year(s) <input type="checkbox"/> Self Owned <input type="checkbox"/> Rented <input type="checkbox"/> Mortgage <input type="checkbox"/> Company Quarters (please tick ✓ as appropriate)	
Countries of Residence: _____ Telephone No: _____ Fax No. _____	
E-mail address: _____ Pager No.: _____	

2. FINANCIAL SUMMARY

Name & Address of Employer / Own Business:	Telephone No.:
	Fax No.:
Occupation/Position:	Year(s) of Service:
Annual Income <input type="checkbox"/> \$0 - \$200,000 <input type="checkbox"/> \$200,001 - \$300,000 <input type="checkbox"/> \$300,001 - \$400,000 <input type="checkbox"/> \$400,001 - \$800,000 <input type="checkbox"/> >\$800,000 (Please tick (✓) as appropriate)	Other Assets <input type="checkbox"/> Property Value: \$ <input type="checkbox"/> Securities Value: \$ <input type="checkbox"/> Others (please specify):

3. INVESTMENT EXPERIENCE

Please tick (✓) one or more:

Nil Stocks Warrants Options Futures Others: _____

4. INVESTMENT OBJECTIVE

Please tick (✓) one or more

Generating income Dividend yield Hedging Capital appreciation Speculation Others:



10. ACCOUNT COMMUNICATION

Original contract notes (trading confirmations) and statements to be sent by mail

(a) to the home address listed in item 1 above;

(b) to the business address listed in item 2 above; or

(c) to the following name and address:

Trading confirmations may also be sent: (if applicable)

(a) by SMS to (mobile phone no.) _____ (mobile phone operator) _____

(b) by paging to (pager no.) _____

(c) by electronic mail to (e-mail address) _____

(d) others, please specify: _____

11. SETTLEMENT DETAILS

Unless otherwise instructed by the Client all monies payable to the Client are to be credited to the following account:

Bank (HKD):	Bank Account Name:	Bank Account Number:
Bank (RMB):	Bank Account Name:	Bank Account Number:

The information contained in this Client Registration Form is true and accurate. The Dealer is entitled to rely fully on such information and representations for all purposes, unless the Dealer receives notice in writing of any change. The Dealer is authorized at any time to contact anyone, including the Client's banks, brokers or any credit agency, for the purpose of verifying the information provided on this Client Registration Form.

Client's Signature: _____ Client's Signature: _____

Date: _____ Date: _____

Note: This Client Registration Form must be accompanied by copies of the Hong Kong I.D.card(s) or Passport(s) of all Account Holder(s) and all Authorized Persons (if any). All Joint Account Holders must sign.

Note: Item 6 of this Client Registration Form must be filled in with appropriate information in order to comply with the Client Identity Rule as specified in the Code of Conduct issue by the Securities & Futures Commission.

FOR OFFICE USE ONLY	
Introduced by:	
Documentation Checked by:	
Approved by:	



SCHEDULE II

List of Authorized Persons

Name	Passport / I.D. Card No	Telephone No.	Fax No.	Specimen Signature

Specimen of Business Chop / Seal

Signing instructions: Any _____ of the Authorized Persons is/are authorized to sign documents on behalf of the Client.

Other signature arrangements: _____

N.B. All unused spaces must be ruled off.



SCHEDULE III

To: Client of Realink Financial Trade Limited

RISK DISCLOSURE STATEMENT FOR 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 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 may not be suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

A. Risk of Trading Futures and Options

1. The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

B. Futures

1. 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 to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-reducing orders or strategies

The placing of certain orders (e.g. “stop-loss” orders, or “stop-limit” orders) 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.



C. Options

1. Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise 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 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.

D. Additional Risks Common to Futures and Options

1. 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.

2. 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. the 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".



3. Deposited cash and property

You should familiarise 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 shortfall.

4. 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.

5. 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.

6. 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 there is a need to convert from the currency denomination of the contract to another currency.

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

8. 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.

9. 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 familiarise yourself with applicable rules and attendant risks.



10. Risk of providing an authority to hold mail or to direct mail to third parties

If you provide your dealer with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all confirmations and statements of your Account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

Account Number: _____

Name of Account: _____

Signature of Client: _____

Date: _____

Declaration by Investment Service Officer :

I _____(CE number:_____), have full explained the contents of this risk disclosure statement to the above-named Client in a language which he/they understand(s); invited the above-named client to read the risk disclosure statement, ask questions and take independent advice if the client wishes.

Signed by Investment Service Officer

Date: _____



SCHEDULE IV

DISCLAIMER

Stock index futures and options

HSI Indexes Company Limited (“HSICL”) currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited (“HSDS”) from time to time (collectively “Hang Seng Indices”). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSICL has granted to the Hong Kong Futures Exchange Limited (“the HKFE”) by way of license the use of the Hang Seng Index and the four sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of options contracts and futures contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng Indices for the purposes of and in connection with options contracts and futures contracts based on such other Hang Seng Indices (collectively “Contracts”). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSICL without notice and the HKFE may at any time require that trading in and settlement of such of the Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSICL warrants or represents or guarantees to any member of the HKFE or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSICL in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSICL in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any member of the HKFE or any third party Dealing with the Contracts or any of them. No claims, actions or legal proceedings may be brought by any member of the HKFE or any third party against the HKFE and/or HSDS and/or HSICL in connection with or arising out of matters referred to in HSICL disclaimer. Any member of the HKFE or any third party dealing in the Contracts or any of them in full knowledge of HSICL disclaimer can place no reliance whatsoever on the HKFE, HSDS and/or HSICL.

The HKFE disclaimer

Stock indices and other proprietary products upon which trading of contracts on the HKFE may be based may from time to time be developed by the HKFE. The HKFE Taiwan Index is the first of such stock indices developed by the HKFE. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by the HKFE (“HKFE Indices”) are the property of the HKFE. The process of compilation and computation of each of the HKFE Indices is and will be the exclusive property of and proprietary to the HKFE. The process and basis of compilation and computation of the HKFE Indices may at any time be changed or altered by the HKFE without notice and the HKFE may at any time require that trading in and settlement of such futures or options contracts based on any of the HKFE Indices as the HKFE may designate be conducted by reference to an alternative index to be calculated. The HKFE does not warrant or represent or guarantee to any member of the HKFE or any third party the accuracy or completeness of any of the HKFE Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of the HKFE is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE in respect of the use of any of the HKFE Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limited to those resulting from negligence) of the HKFE or any other person or persons appointed by the HKFE to compile and compute any of the HKFE Indices in the compilation and computation of any of the HKFE Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any member of the HKFE or any third party dealing with futures or options contracts based on any of the HKFE Indices. No claims, actions or legal proceedings may be brought by any member of the HKFE or any third party against the HKFE in connection with or arising out of matters referred to in this disclaimer. Any member of the HKFE or any third party engages in transactions in futures and options contracts based on any of the HKFE Indices in full knowledge of this disclaimer and can place no reliance on the HKFE in respect of such transactions.



SCHEDULE V

PERSONAL INFORMATION COLLECTION STATEMENT

1. From time to time, it is necessary for clients to supply Realink Financial Trade Limited (the “Company”) with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of financial services.
2. Failure to supply such data may result in the Dealer being unable to open or continue accounts or establish or continue credit facilities or provide financial services.
3. It is also the case that data are collected from clients in the ordinary course of the continuation of the business relationship between clients and the Dealer.
4. The purposes for which data relating to clients may be used are as follows:
 - (a) the daily operation of the services and credit facilities provided to clients;
 - (b) conducting credit checks;
 - (c) assisting other financial institutions to conduct credit checks, subject to the consent of clients;
 - (d) ensuring ongoing credit worthiness of clients;
 - (e) designing financial services, credit facilities or related products for clients' use;
 - (f) marketing financial services, credit facilities or related products;
 - (g) determining the amount of indebtedness owed to or by clients;
 - (h) collection of amounts outstanding from clients and those providing security for clients' obligations;
 - (i) meeting the requirements to make disclosure under the requirements of any rule, regulation or law binding on the Dealer; and
 - (j) purposes relating thereto.
5. Data held by the Dealer relating to clients will be kept confidential but the Dealer may provide such information to:
 - (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, futures contract clearing or others services to the Dealer in connection with the operation of their business;
 - (b) any other branch of the Dealer
 - (c) any other person under a duty of confidentiality to the Dealer including any Group Companies of the Dealer which has undertaken to keep such information confidential;
 - (d) any financial institution or broker with which clients have or propose to have dealings;
 - (e) any actual or proposed assignee of the Dealer or participants or sub-participants or transferee of the Dealer's rights in respect of the clients;
 - (f) any of the Dealer's authorised debt collection agencies and other authorised parties for the purpose of collection, recovery and any other actions or remedies available legally to the Dealer for outstanding debt due to the Dealer.
6. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance, any individual:
 - (a) has the right to check whether the Dealer hold any data about him and the right of access to such data;
 - (b) has the right to require the Dealer to correct any data relating to him which is inaccurate; and
 - (c) has the right to ascertain the Dealer's policies and practices in relation to data and to be informed of the kind of personal data held by the Dealer.
7. In accordance with the terms of the Personal Data (Privacy) Ordinance, the Dealer has the right to charge a reasonable fee for the processing of any data access request.
8. The person to whom requests for access to data or correction of data for information regarding policies and kinds of data held are to be addressed is as follows:

Realink Financial Trade Limited

22/F., No.1 Hung To Road, Ngau Tau Kok, Kwun Tong, Kowloon, Hong Kong

Tel: (852) 2372 8800

Fax: (852) 3106 3980

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