

### **Client Information Statement**

客户資料表

(Corporate / Sole Proprietor / Partnership Account) (公司 / 獨資經營 / 合伙經營戶口)

Please select the type of account 請選擇						official use only	
Kingsway Financial Services Group Limited			iding Account 現金證券買		Λ 000	<u><b>* 本 行 使 用</b></u> ount No. 戶口號碼:	
("Kingsway")			ectronic Trading Account	現金證券電子交易	易戶口	7dift (40. ) ' 🖂 📆 [ [ [ ] ]	
滙富金融服務有限公司(「滙富」)		•	ount 保證金買賣戶口	m.===<-			
			Trading Account 深圳 B				
		_	Trading Account 上海 B		Date	e Opened 開戶日期:	
			ading Account 期貨合約 ing Account 股票期權買賣				
			ing Account 股票期權負責 int – Securities 委託帳戶				
			formation 公司資料	- 起分			
Name of client 客戶名稱		ocipolato in	ormation Ang in			(En	glish 英文)
Traine of Gioric En Paris						(=-:	, ,,
				T.		(Chir	nese 中文)
Nature of business 業務性質		Place of incorpor	ation 公司註冊地點	Dat	te of incorpora	ation 公司註冊日期	
Registration no. in country of incorporation/establishment  Business Registration No.							
公司註冊號碼				商美	業登記號碼		
☐ Private limited company 私人公司	☐ Public limited con	npany 公共企業	☐ Sole Proprietor 獨資	經營 ☐ Parti	nership 合伙約	☑  ☑  ☑  ☑  ☑  ☑  ☑  ☑  ☑  ☑  ☑  ☑  ☑	
Registered address 公司註冊地址							
		rr, den bened					
Telephone no. 電話號碼	Fax no.	. 傳真號碼		E-n	mail address 1	<b> 1 1 1 1 1 1 1 1 1 </b>	
Business address (if different) 公司營業地址	(加有不同)						
Zumiese daniese (ii dinerent) Zinja xiza	. (>4 (3 (1/3))						
T-1	F	Art of Destrict			:	하기때 내내	
Telephone no. 電話號碼	Fax no.	. 傳真號碼		E-n	mail address 1	<b></b> 1 世界件地址	
If client chooses to receive by E-mail the cor	respondence trade o	confirmations contr	act notes, statements of	account and reco	ninte placea pr	rovido E mail address	
請將有關信件、買賣確認、成交單據、戶口給	tespondence, trade c 结單及收據以電子方式	海送.	act notes, statements of a	account and rece	ipis, piease pi	Ovide E-mail address	
客戶同意以電子方式收取以上文件							
□ E-mail address 電子郵件地址:							
	1.0	and Et an artist tief.		Are vini			
	Lai	est Financiai info	rmation 最近期之財務 3	* * * *			
Issue/paid up capital 已發行/已繳足股本			Net tangible assets 有	形資產淨值 (as a	at 日期	)	
Sales turnover for the past two years 最近 2	年之營業額		Profit after tax for the I	ast 2 vears 最近 2	2年之除稅後沒		
, , ,				,			
1	year (	) 年	1		year	( ) 年	
2	year (	) 年	2		year	( ) 年	
		Nominated Bank	Account 指定銀行戶口				
Please nominate the bank account you wish	to use for fund dense				1 曲 中 1 2 2	(明安与 <b>夕</b> 称和巴)、	
Bank Name 銀行名稱:	to use for furfic depos	sit (the account mu	Account Number 戶口號		へ数に用 (処多	央各尸石(神)(III) ·	
23 32.13				, rais			
		Brokerage Re	ference 諮詢經紀公司				
Name, address, type of account i.e. cash or	margin, futures contr	acts or securities 4	5稱,地址,帳戶性質,艮	17:現金或孖展,	期貨合約或股	票:	
		Investment C	bjectives 投 資 目 標				
□ Income 收入 % □ Hec	Iging 對沖	% □ Ca	pital gain 資本增值	% □	Speculation	<b>殳機</b>	%
Investment 投資	g Term 長線		dium Term 中線		Short Term 短	豆線	
		Risk Tole	ance 承受風險				
☐ Low 低風險 ☐ Med	dium 中風險	П ні	gh 高風險	П	Very High 極	喜風险	
	1 AVIX				7 6. y	i-cy/-avipsx	
D Nil for D LUZ Pate 1 Oct 1 TO 1	1 -1-376-444		Experience 投資經驗		*****	to an free	
□ Nil 無 □ HK listed Stocks 香港		year 年	Overseas listed s		-	year 年	<i>F</i>
	HK futures/options			Overseas futu	res/options 海	外期頁/期權	year 年
□ CBBCs 牛熊證 year 年 □	Other derivatives ‡	其他衍生產品	year 年				
Average transaction size 平均交易金額:							

	Directors / Partners / Shareholder	董事 / 合伙人 / 股東	
Name 姓名	ID Card / Passport No. / Nationality 身份證 / 護照號碼 / 國藉	Date & Place of Birth 出生日期及地點	Telephone No. & Address 電話號碼及地址
Title: Shareholder(  %) / Director / Partner 職位: 股東(  %) / 董事 / 合伙人			_
2 Title: Shareholder ( %) / Director / Partner 職位: 股東( %) / 董事 / 合伙人			
3 Title: Shareholder ( %) / Director / Partner 職位: 股東( %) / 董事 / 合伙人			
4 Title: Shareholder ( %) / Director / Partner 職位: 股東( %) / 董事 / 合伙人			
5			
6 Title: Shareholder ( %) / Director / Partner 職位: 股東( %) / 董事 / 合伙人 * The name and address of the shareholder(s) ho	Iding 10% or above (use separate shee	t if nocossary)	ウハトラク級及4khk /か吹みみまり、雑草が変優を
The name and address of the shareholder(s) no	Authorized Persons		《 <u>从上人口特及心性(知至证</u> 17 <u>亿,明为加州条例)</u>
(a) Instructions in relation to the operation of the Ac	count and to effect Transactions and othe	r dealings in securities: 以下人:	上
Name 姓名	ID Card / Passport No. / Nationality 身份證 / 護照號碼 / 國藉	Date & Place of Birth 出生日期及地點	Telephone No. & Address 電話號碼及地址
Title 職位:			
2Title 職位:			
(b) Instructions in relation to settlement and movem	ent of funds and securities on hehalf of th	e Client (singly / jointly*)	
以下人士獲授權發出交收指示以及存放及提取資 Name 姓名		Date & Place of Birth 出生日期及地點	Telephone No. & Address 電話號碼及地址
Title 職位:			
2			
Title 職位:			
Any knowledge in Derivatives 衍生工具的認識?  I / We have knowledge of derivative products a 本人/吾等 從以下途徑已擁有對衍生產品之認識  having conducted 5 or more transactions i Warrants, CBBCs, Stock Options, ETFs, e 於過去三年內,已進行了五次或以上有關衍  having undertaken training or attended corcourses offered by academic or financial in 已完成有關介紹一般衍生產品之性質及風險  my/our past or current work experience rei 過去會或現時從事與衍生產品相關之工作經過去會或現時從事與衍生產品相關之工作經過去會或現時從事與衍生產品相關之工作經過去會或現時從事與衍生產品相關之工作經過去會或現時從事與衍生產品相關之工作經過去會可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以	acquired from: in derivative products (whether traded on a to) fte and active are also are a	衍生權證、牛熊證、股票期權及 ture and risks of derivatives* ( 機構所提供之網上或教室課程) perience in bank or financial inst schange-Traded derivative produ ling to accept the risks associat 就有關於交易所買賣的衍生產品	交易所買賣基金等) e.g online or classroom  itutions)  ucts as explained in the Risk Disclosure ed with trading derivative products.  出所涉及的風險作出的解釋。
敬請提供帳戶管理及/或作出投資決策之最終負責 Name of Ultimate Person 最終負責人之姓名:_		Job Title 聯份:	
Year(s) of Experience 工作年期:	Additional Information 資料補充:	200 1100 400 12	

	Shareho	olders & Ultimate E	Seneficial Owner(s) of the Ac	count 股東及戶口最終	權益擁有人		
Th	e Client hereby declares that 客戶茲聲明: The ultimate beneficial owner (s) of the accou Name 姓名	nt is /are(use separ Address 地址	ate sheet if necessary)以下人:	士爲此戶口最終權益擁有	f人(如空位不足,請另加條 ID/Passport No. 身份證或護照號碼	氏填寫) Telephone No. 電話號碼	
	Occupation 職業 (if not employed by the company) (如非受聘於此客戶公司)	Name of busines	ss entity 公司名稱 / Source of	Funds 資金來源	Nature of business 業務性質	Position 職位	
2	Name 姓名	Address 地址			ID/Passport No. 身份證或護照號碼	Telephone No. 電話號碼	
	Occupation 職業(if not employed by the company)(如非受聘於此客戶公司)	Name of busines	ss entity 公司名稱 / Source of	Funds 資金來源	Nature of business 業務性質	Position 職位	
	□ the Client is acting as an financial intermediary and the Client shall inform Kingsway or the Hong Kong regulators of the ultimate beneficiary of the Account upon request 客戶本身作爲金融中介機構,而客戶須應要求通知滙富或香港監管機構有關此戶□最終權益擁有人 Are you, or is any of the above beneficial owner(s) or any of the above Authorized Persons, a Licensed or Registered Person, or a director or an employee of any Licensed Corporation or Registered Institution of the Securities and Futures Commission of Hong Kong? 閣下,或任何此戶□最終權益擁有人,或任何此戶□的獲授權人士,是否香港證券及期貨事務監察委員會的持牌或註冊人士,或任何持牌或註冊機構之董事或僱員? □ Yes, name of the Licensed or Registered Person 是,持牌或註冊人士名稱:□ No 否						
			Related Accounts 關連月	<b>≒</b> □			
	you (client) have or any related company whic Yes, name of the related company 是,該公司 count number 戶口號碼:			是否貴公司或有任何與 <b>] No</b> 否	貴公司屬同一集團之成員E □ N/A 不適		
是口	any client of Kingsway, either alone or with his s 否有任何滙富集團的客戶單獨或與其配偶共同控 Yes, name of client 是,客戶名稱: any of your director(s) or substantial shareholds	制貴公司三分之一或	以上的表決權? Account number 戶口號碼:		No 否 股東與滙富任何僱員有親屬	關係?	
	Yes, name of employee & Account number 是	上,僱員姓名及戶口號	虎碼:		No Z		
	Please state name of your director(s) / shareh	nolder(s) 董事或大	投東姓名:	Ц	No 否		
	U.S. Fo	reign Account Tax	Compliance Act ("FATCA")	美國之《海外帳戶稅收	合規法案》		
	ease check "√" Yes or No for each of the follow 在是或否的方格內加上"√"號以回答以下問題:	ring questions:			Yes 是	No 否	
1	. Any substantial shareholder (10% or abov 本公司的具影響力股東(持有 10%或以上股			ard holder?			
2	ls your corporations used as an investmer	•					
	本公司是否被用作投資工具(如對沖基金)?  If yes, any shareholder of your corporation 如是,本公司的任何一位股東是否美國公民						
3	如定,本公司的任何一位放果定省美國公民 B. Is this a trust account? 此戶口是否屬於信托戶口?	/店民 以称下付有人:	•				
	If yes, is the beneficiary of this account a U如是,此戶口的受益人是否美國公民/居民可		or green card holder?				
1.	I/We hereby declare and confirm that the inf	ormation provided a	above is true, accurate and co	mplete.			
2.	本人/吾等聲明及確認以上所提供的資料是真 I/We hereby consent for Kingsway or any of authorities where necessary to establish its 本人/吾等同意滙富或任何其附屬機構(統稱"∮	its affiliates (collect tax liability in the U.	S.	•		regulators or tax	
3.	Where required by domestic or U.S. regulat according to applicable laws, regulations an 因應本地或美國的監管機構或稅務機構需要	ors or tax authorities d directives.	s, I/we consent and agree that	the Group may withhole	d from the Account such ar	mounts as may be required	
4.	If there is any change in any of the above in the Corporation shall notify Kingsway of the 如以上資料或任何本公司具影響力股東的美國	formation or U.S. cit changes within 30 o	tizenship or resident status of calendar days.	any substantial shareho	older of the Corporation or I	peneficiary of the Account,	
5.							
is Sta	致的任何損失、損害及支出。 e Client represents that the information contains accurate. Kingsway is entitled to rely fully on authorized at any time to contact anyone, inclustement. 客戶茲聲明在本客戶資料表內的資料完全依賴這些資料及聲明。滙富有權隨時聯絡任	n such information a iding my/our banks, 均屬真實,完整及正	and representations for all purp brokers and credit agency, fo 確,而附上的協議一切內容準	poses, unless Kingsway or the purpose of verifyii 確。除非滙富收到有關!	r receives notice in writing ng the information provide 更改客戶資料表內容的書面	of any change. Kingsway d on this Client Information	
-	Authorized Signature 客戶簽署				Date 日期		
		***	For Official Use Only 只供本行	使用 ***			
_	roduced By 介紹人/ Length of Relationship with Clie	nt與客戶相識年期	] : 		Documents Checked B	By 文件查核:	
	me of Account Executive (AE No.): 戶主任姓名(號碼):		Account Executive Signature 客	戶主任簽署:	Account Approved By	批準:	



# <u>Personal Information Collection Statement under the Hong Kong Investor Identification Regime (HKIDR), Over-the-counter Securities Transactions Reporting (OTCR) and Fast Interface for New Issuance (FINI)</u>

I/we acknowledge and agree that Kingsway Financial Services Group Limited ("KFSGL") may collect, store, process, use, disclose and transfer personal data relating to me/us (including my CID and BCAN(s)) as required for KFSGL to provide services to me/us in relation to securities listed or traded on the Stock Exchange of Hong Kong ("SEHK") and for complying with the rules and requirements of SEHK and the Securities and Futures Commission ("SFC") in effect from time to time. Without limiting the foregoing, this includes —

- a) disclosing and transferring my/our personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
- b) allowing SEHK to: (i) collect, store, process and use my/our personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight;
- c) allowing the SFC to: (i) collect, store, process and use my/our personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements; and
- d) providing BCAN to Hong Kong Securities Clearing Company Limited ("HKSCC") allowing HKSCC to: (i) retrieve from SEHK (which is allowed to disclose and transfer to HKSCC), process and store my/our CID and transfer my/our CID to the issuer's share registrar to enable HKSCC and/ or the issuer's share registrar to verify that I/we have not made any duplicate applications for the relevant share subscription and to facilitate IPO balloting and IPO settlement; and (ii) process and store my/our CID and transfer my/our CID to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing my/our application for the relevant share subscription or any other purpose set out in the IPO issuer's prospectus.

I/we also agree that despite any subsequent purported withdrawal of consent by me/us, my/our personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

#### Consequences of failure to provide personal data or consent

Failure to provide KFSGL with my/our personal data or consent as described above may mean that I/we will not, or will no longer be able to, as the case may be, carry out my/our trading instructions or provide me/us with securities related services (other than to sell, transfer out or withdraw my/our existing holdings of securities, if any).

#### Confirmation and agreement

I/we acknowledge that I/we have read and understand the above content. By signing on this consent, I/we agree and confirm Kingsway Financial Services Group Limited may collect, disclose, transfer, use and/or store any of my/our personal and trading information (including those relating to other individuals provided to Kingsway Financial Services Group Limited by me/us) in accordance with this consent, and agree to accept the terms of this consent.

*Note*: The terms "BCAN" and "CID" used in this clause shall bear the meanings as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission."

Authorized Signature		
Cli and Niaman	 	
Client Name:		
Account Number:		
Date:		



# Self-Certification Form – Entity (Applicable to Automatic Exchange of Financial Account Information ("AEOI") and Foreign Account Tax Compliance Act ("FATCA")

Client Information	on -		
Client Name:		Account No.*:	
A. Certification	of Account Status		
Part 1. Informati	on of Client		
Legal Name of En	tity*	(Chinese) (English)	Place of Incorporation*
Business Address	•		
Part 2. Automati	c Exchange of Financial Acco	ount Information	
("Kingswa" transmitted An account All parts of space, you	y") for the purpose of automatic by Kingsway to the Inland Reve holder should report all changes in the form must be completed (exce	exchange of financial accounue Department for transfer n its tax residency status to K ept for those not applicable or additional sheet(s). Informatic	r otherwise specified). If there is not enough on in fields/parts marked with an asterisk (*)
Financial Institution	☐ Investment Entity, excep	pository Institution or Specifie of an investment entity that is	ed Insurance Company managed by another financial institution located in a non-participating jurisdiction
Active NFE	Which is an established and securities market  NFE is a governmental owned by one or more of Active NFE other than the	entity, an international organ f the foregoing entities he above	the stock of which is, which is an established nization, a central bank, or an entity wholly
Passive NFE	Investment entity that non-participating jurisdice		financial institution and located in a

NFE that is not an active NFE



#### II. Controlling Persons (Complete this part if the entity account holder is a passive NFE)

Indicate the name of all controlling person(s) of the account holder in the table below. If no natural person exercises control over an entity which is a legal person, the controlling person will be the individual holding the position of senior managing official. Please then complete the Self-Certification Form – Controlling Person for each controlling person.

(1)	(5)
(2)	(6)
(3)	(7)
(4)	(8)

# III. Country of Residence for Tax Purposes and Taxpayer identification Number or its Functional Equivalent ("TIN")\*

Please complete the following table indicating (a) the country of residence (including Hong Kong) where the account holder is a **resident for tax purposes** and (b) the account holder's TIN for each country. Please indicate **all** (not restricted to three) countries of residence. If the account holder is tax resident in more than 3 countries, please use a separate sheet.

Country of tax residence*	TIN *	Enter Reason A, B or C if no TIN is available	Explain why the account holder is unable to obtain a TIN if you have selected Reason <b>B</b>	Add / Update
(1)				
(2)				
(3)				

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Business Registration Number.

If the account holder is not a tax resident in any jurisdiction (e.g. fiscally transparent), please indicate the country in which its place of effective management is situated or country in which its principal office is located.

If a TIN is unavailable, please provide the appropriate reason A, B or C:

- **Reason A** The country where the account holder is a resident for tax purposes does not issue TINs to its residents.
- **Reason B** The account holder is unable to obtain a TIN or equivalent number. Please explain why the account holder is unable to obtain a TIN if you have selected this reason.
- **Reason C** TIN is not required. Please select this reason only if the authorities of the country of tax residence do not require the TIN to be disclosed.

#### Part 3. Foreign Account Tax Compliance Act

#### Disclaimer:

- The account holder is advised to refer to the US IRS website (http://www.irs.gov/) for details in respect of FATCA.
- The account holder shall be fully responsible for the confirmation of his/her/its FATCA status and other information submitted hereunder.
- The account holder shall ensure the information given and statements made in this form are true, correct and complete, Kingsway shall not be liable for any errors or loss that results from such information and statements.
- Kingsway is unable to offer any tax or legal advice to the account holder. For any related question, the account holder is advised to consult his/her/its tax and legal advisors.

Which of the following statements best describes you?

#### **U.S Entities**

If you are incorporated, established, constituted or organized in the U.S., please complete and submit U.S. IRS Form W9.



#### OR

Please select only 1 of the followings from category A or B.

Α.	Financial Institution
	You are a financial institution, and
	You are  Participating FFI <sup>i</sup> Registered deemed-compliant FFI <sup>ii</sup> Reporting Model 1 FFI <sup>iii</sup> Reporting Model 2 FFI <sup>iv</sup> Global Intermediary Identification Number (GIIN):
	You are a Non-Participating FFI.
	You are none of the above and please complete and submit the appropriate U.S. IRS Form W-8.
В.	Non-Financial Institution
	You are NOT a financial institution, and
	<ul> <li>Active Non-Financial Foreign Entity</li> <li>You derive at least 50% of your gross income (for the previous calendar year) from these business activities and not from passive income such as investments, dividends, interests, rents or royalties, and</li> <li>At least 50% of the weighted average percentage of assets held by you (tested quarterly, using fair market value or book value of assets as reflected in your balance sheet) produce or are held to produce income for these business activities</li> </ul>
	Passive Investment
	● You derive more than 50% of your gross income (for the previous calendar year) from income such as investments, dividends, interests, rents or royalties, and   Passive Non-Financial Foreign Entity  You do not have substantial U.S. Owners who own at least 25% of your entity  Passive Non-Financial Foreign Entity with US Controlling Persons  You have substantial U.S. Owners who own at least 25% of your entity, please fill-in the following:  Name  Address  TIN
	You are none of the above and please complete and submit the appropriate U.S. IRS Form W-8.



#### B. Declarations and Signature

I/We acknowledge and agree that (a) the information contained in this form is collected and may be kept by Kingsway for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by Kingsway to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

I/We certify that I am/We are authorized to sign for the account holder of all the account(s) to which this form relates. I/We undertake to advise Kingsway of any change in any information or any circumstances which affects the tax residency status of the entity identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide Kingsway with a suitably updated self-certification form within 30 days of such change in circumstances or information.

I/We declare that the information given and statements made in this form are, to the best of my/our knowledge and belief, true, correct and complete.

Authorized Signature and Business Chop	Date (DD/MM/YYYY)	

#### WARNING

It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self- certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (up to \$10,000).

Please complete this self-certification form carefully. Please refer to the information on the website of Hong Kong Inland Revenue Department <a href="http://www.ird.gov.hk/eng/tax/dta\_aeoi.htm">http://www.ird.gov.hk/eng/tax/dta\_aeoi.htm</a> or the website of OECD <a href="http://www.irs.gov/">http://www.irs.gov/</a> and consult your tax, legal and/or other professional advisers if you have any question on or in relation to AEOI, FATCA, any of the U.S. IRS form (including which U.S. IRS form to complete and submit) or this self-certification form.

- i. Participating FFI is an FFI that has agreed to comply with the terms of an FFI agreement. The term participating FFI also includes a qualified intermediary (QI) branch of a U.S. financial institution, unless such branch is a reporting Model 1 FFI.
- ii. A Registered Deemed Compliant FFI (RDCFFI) means: (1) an FFI that is registering to confirm that it meets the requirements to be treated as a local FFI, non-reporting FI member of a PFFI group, qualified collective investment vehicle, restricted fund, qualified credit card issuer, or sponsored investment entity or controlled foreign corporation (see Treas. Reg. §1.1471-5(f)(1)(i) for more information about these categories), (2) a Reporting FI under a Model 1 IGA and that is registering to obtain a GIIN, or (3) an FFI that is treated as a Non-reporting FI under a Model 1 or 2 IGA and that is registering pursuant to the applicable Model 1 or 2 IGA.
- iii. A Model 1 IGA means an agreement between the U.S. or the Treasury Department and a foreign government or one or more agencies to implement FATCA through reporting by FFIs to such foreign government or agency thereof, followed by automatic exchange of the reported information with the IRS. An FFI in a Model 1 IGA jurisdiction that performs account reporting to the jurisdiction's government is referred to as a Reporting Model 1 FFI.
- iv. A model 2 IGA means an agreement or arrangement between the U.S. or the Treasury Department and a foreign government or one or more agencies to implement FATCA through reporting by FFIs directly to the IRS in accordance with the requirements of an FFI agreement, supplemented by the exchange of information between such foreign government or agency thereof and the IRS. An FFI in a Model 2 IGA jurisdiction that has entered into an FFI agreement is a participating FFI, but may be referred to as a reporting Model 2 FFI.



# Self-Certification Form – Controlling Person (Applicable to Automatic Exchange of Financial Account Information ("AEOI"))

<b>Controlling Per</b>	son Information						
	of Account Status ne following information for contribution form.			each controlling pe	erson is re	equired to	o complete
("Kingsw transmitte	self-certification form provided ay") for the purpose of automated by Kingsway to the Inland Reveing person should report all chang of the form must be completed (example) and provide your information quired to be reported by Kingsway	ic exchange of finance enue Department for trees in his/her tax reside accept for those not appropriate appropriate appropriate for those not appropriate appropriate for those not appropriate for the second secon	rial accouransfer to ency status olicable or . Informa	nt information. To the tax authority of to Kingsway as so otherwise specification in fields/parts	he data confanother; oon as praced). If the	ollected in jurisdiction of the control of the cont	may be on.
Part 1. Informati	on of Controlling Person						
Name*	(Chinese)	Gender		Date of Birth*	(DD)	(MM)	(YY)
	(English)	Nationality		Place of Birth*			
Passport / ID No		Residence / Home Address*					
	gal name and client number of the	•			a controlli	ing perso	n.
Entity	Legal Name of the Entity Ac	ccount Holder	Clie	nt Number of the I	Entity Acc	count Ho	lder
(1)							
(2)							
(3)							

#### Part 3. Country of Residence for Tax Purposes and Taxpayer Identification Number or its Functional Equivalent ("TIN")

Please complete the following table indicating (a) the country of residence (including Hong Kong) where the controlling person is a **resident for tax purposes** and (b) the controlling person's TIN for each country indicated. Please indicate **all** (not restricted to three) the countries of residence. If the controlling person is tax resident in more than 3 countries, please use a separate sheet.



Country of tax residence*	TIN *	Enter Reason A, B or C if no TIN is available	Explain why the account holder is unable to obtain a TIN if you have selected Reason <b>B</b>	Add / Update
(1)				
(2)				
(3)				

If the controlling person is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number. If a TIN is unavailable, please provide the appropriate reason A, B or C:

- **Reason A** country where the controlling person is a resident for tax purposes does not issue TINs to its residents.
- **Reason B** The controlling person is unable to obtain a TIN or equivalent number. Please explain why the controlling person is unable to obtain a TIN if you have selected this reason.
- **Reason** C TIN is not required. Please select this reason only if the authorities of the country of tax residence do not require the TIN to be disclosed.

#### Part 4. Type of Controlling Person

Tick the appropriate box(es) to indicate the type of controlling person for each entity stated in Part 2.

Type of Entity	Type of Controlling Person	Entity (1)	Entity (2)	Entity (3)
Legal Person	Individual who has a controlling ownership interest (i.e. not less than 25% of issued share capital)			
	Individual who exercises control/is entitled to exercise control through other means (i.e. not less than 25% of voting rights)			
	Individual who holds the position of senior managing official/ exercises ultimate control over the management of the entity			
Trust	Settlor			
	Trustee			
	Protector			
	Beneficiary or member of the class of beneficiaries			
	Other (e.g. individual who exercises control over another entity being the settlor/trustee/protector/beneficiary)			
Legal Arrangement	Individual in a position equivalent/similar to settlor			
other than Trust	Individual in a position equivalent/similar to trustee			
	Individual in a position equivalent/similar to protector			
	Individual in a position equivalent/similar to beneficiary or member of the class of beneficiaries			
	Other (e.g. individual who exercises control over another entity being equivalent/similar to settlor/trustee/protector/beneficiary)			



#### B. Declarations and Signature

I acknowledge and agree that (i) the information contained in this form is collected and may be kept by Kingsway for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding the controlling person and any reportable account(s) may be reported by Kingsway to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with tax authorities of another jurisdiction or jurisdictions in which the controlling person may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

I certify that I am the controlling person of all the account(s) held by the entity account holder(s) to which this form relates.

I undertake to advise Kingsway of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide Kingsway with a suitably updated self-certification form within 30 days of such change in circumstances.

I declare that the information given and statem correct and complete.	ents made in this form are, to the best of my knowledge and belief, true,
Signature of Controlling Person	Date (DD/MM/YYYY)

#### WARNING

It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self- certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (up to \$10,000).

Please complete this self-certification form carefully. Please refer to the information on the website of Hong Kong Inland Revenue Department <a href="http://www.ird.gov.hk/eng/tax/dta\_aeoi.htm">http://www.ird.gov.hk/eng/tax/dta\_aeoi.htm</a> or the website of OECD <a href="http://www.oecd.org/tax/automatic-exchange/">http://www.oecd.org/tax/automatic-exchange/</a> and consult your tax, legal and/or other professional advisers if you have any questions on or in relation to AEOI, FATCA, any of the U.S. IRS form (including which U.S. IRS form to complete and submit) or this self-certification form.

#### CASH CLIENT'S AGREEMENT

#### **Kingsway Financial Services Group Limited**

7/F., Tower One, Lippo Centre,

89 Queensway, H.K

(Kingsway Financial Services Group Limited ("KSL") is a licensed corporation (SFC CE Ref: ADF 346) under the Securities and Futures Ordinance (Cap.571 of The Laws of Hong Kong) ("SFO") to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities) and Type 9 (asset management) regulated activities and is an exchange participant of The Stock Exchange of Hong Kong Limited ("SEHK").)

In consideration of your agreeing at my/our request to open a (a) cash securities trading account ("CSTA") and/or (b) electronic securities trading account operating through the Electronic Trading Platform (as defined below) ("ESTA")\* in my/our name or on my/our behalf for the purpose of and in connection with the sale, purchase and holding of securities (collectively, the "Account(s)"), I/we agree to operate the Account(s) in accordance with and subject to the following terms and conditions and to observe and perform and be bound by the following terms and conditions:-

#### 1.

- In this Agreement, unless the context otherwise requires, the following terms shall bear the following meanings: 1.1.
  - "Access Codes" means together the Login Password, the Trading Password and the User Name;
  - "Agent" or "Agents" (as the case may be) means all agents, associates, affiliates, information service providers, providers of execution facilities and providers of other financial products;
  - "Business Day" means a day (other than Saturday) on which banks in Hong Kong are open for business;
  - "Electronic Securities Trading Service" means the electronic securities trading service and facility provided by you through the Electronic Trading Platform, which enables me/us to give electronic Instructions through the Internet, mobile phones or other electronic means, and the information services provided by KSL; "Financial Product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign
  - exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity;
  - "HKSCC" means the Hong Kong Securities Clearing Company Limited;
  - "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
  - "Instruction" means any instruction for the buying or selling of or otherwise dealing in any Securities;
  - "Electronic Trading Platform" means the services and facilities provided by KSL, including the Electronic Securities Trading Service, any information contained in the website and the software comprised in them;
  - "Kingsway Group" includes KSL, KSL's holding companies or any of their subsidiaries;
  - "Login Password" means my/our personal password used in conjunction with the User Name to gain access to the Electronic Securities Trading Service;
  - "Securities" has the same meaning as defined in the SFO;
  - "SFC" means the Securities and Futures Commission of Hong Kong;
  - "Trading Password" means my/our personal identification number used when giving an Instruction to KSL in Electronic Securities Trading Service;
  - "Transaction" means an executed Instruction; and
  - "User Name" means my/our personal identification used in conjunction with the Logon Password to gain access to the Electronic Securities Trading Service.
- Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.
- 1.3. Headings are inserted for convenience only and shall be ignored in construing the terms and conditions contained in the Agreement.

#### The Account(s) 2.

- I/We warrant and represent that all documents and information contained in the "Client Information Statement" and any other information supplied by me/us 2.1. are complete, true, up-to-date and accurate. I/We agree to notify you of any changes in such documents or information promptly. You are entitled to rely on such information until you have received written notice from me/us of any changes therein.
- 2.2 I/We hereby authorize you to conduct a credit enquiry or check on me/us for the purpose of ascertaining my/our financial situation and investment objectives. 2.3. I/We agree that you may provide any information relating to the Account(s) to the SEHK, the SFC and/or any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulation, or to any member of the Kingsway Group, but shall otherwise keep such
  - information relating to the Account(s) confidential. I/We understand and agree that, for our mutual protection, you may monitor or record any of my/our telephone conversations (if necessary) conducted with
- 2.4. you. I/We acknowledge that such records are your sole property and will be accepted as final and conclusive evidence of the orders or instructions given in case of
- 2.5. Notwithstanding any of the other provisions of this Agreement, I/we shall pay all my/our indebtedness to you on demand or when due and, at your request, shall deposit such amounts in cash, securities or otherwise and maintain such security with you as you deem satisfactory or which may be required by the rules of any exchange or market, and such cash/security call shall be met immediately. I/We further acknowledge that you may at any time require me/us to deposit (in your sole and absolute discretion) sufficient cleared funds in the Account(s) before carrying out any transaction in respect of any Securities on my/our behalf.
- 2.6. I/We agree that when you have executed an Instruction on my/our behalf, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we shall make payment to you against delivery of or credit to the Account(s) for purchased Securities, or make good delivery of sold
  - (b) Whenever and so often as you deem it advisable for your protection, by reason of my/our failure to make such payment or delivery of Securities by the due date as mentioned above or upon closure of the Account(s) or termination of your relationship with me/us, you are hereby irrevocably authorized to:
    - transfer or sell any such purchased Securities to satisfy my/our obligations to you; or
    - (ii) borrow and/or purchase such sold Securities to satisfy my/our obligations to you, in each case, without any liability on your part and the net proceeds of such sale shall be applied against my/our indebtedness to you and the cost of such borrowing and/or purchase (including all brokerage fee, interest and all other expenses) shall be borne by me/us.
  - I/We shall be responsible for and shall indemnify you against any losses, costs, fees and expenses that you may incur in connection with my/our failure to meet any of my/our obligations and any other settlement failures.
- 27 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase Securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.
- 2.8. Your records shall, in the absence of manifest error, be conclusive and binding on me/us as to the amount standing to the debit or credit of the Account(s).
- You may impose monthly administration or other charges on the Account(s) if there is no Transaction in the Account(s) for more than one calendar year or 2.9. such shorter period as you may at your sole and absolute discretion determine.
- 2.10. If you solicit the sale of or recommend any Financial Product to me/us, the Financial Product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document you may ask me/us to sign and no statement you may ask me/us to make derogates from this clause. I/We acknowledge that you will not provide me/us with any legal, tax or accounting advice or advice regarding the suitability or profitability of any Securities. I/We assume full responsibility for all Transactions in or for the Account(s) and for my/our investment decisions. I/We acknowledge and agree that you and your officers, directors, employees and Agents will have no liability with respect to any Transaction in or for the Account(s) or for my investment decisions.

#### Electronic Securities Trading Services (for ESTA only)\*

- I/We understand that the Electronic Securities Trading Service is a semi-automated facility, which enables me/us to electronically send Instructions and receive information. I/we agree that KSL may carry out any modification or upgrade of the facility as KSL may think fit which may or may not change the Electronic Securities Trading Service to a fully automated facility or in any other manner at any time with or without any prior notice to me/us.
- 3.2. I/We agree to use the Electronic Securities Trading Service only in accordance with the terms of this Agreement and also other terms and instructions given by you from time to time. Any additional services offered through the Electronic Trading Platform in the future shall only be used by me/us in accordance with the terms of this Agreement and such other terms as amended and notified by you from time to time.

\* Delete as appropriate

- 3.3. I/We shall be the only authorized user of the Electronic Securities Trading Service under ESTA. I/We shall be responsible for and shall take all steps and precautions for safeguarding the Access Codes against misuses by others and I/we shall indemnify KSL against all losses, suits, claims, costs and expenses incurred by KSL as a result of my/our failure to do so. I/We understand and agree that you shall verify or authenticate the Access Codes each time when I/we send you an electronic Instruction. I/We hereby authorize and request you to accept all Instructions given through the Electronic Securities Trading Service using the Access Codes and you shall not be required to take any steps (other than the verification or authentication of the Access Codes) to verify such Instructions. I/We acknowledge and agree that I/we shall be solely responsible for and be bound by all Instructions given through the Electronic Securities Trading Service using the Access Codes and neither KSL nor any directors, officers, employees or Agents of KSL shall have any liability to me/us, or to any other person whose claim may arise through me/us, for any claims with respect to the handling, mishandling or loss of any Instruction.
- 3.4. I/We acknowledge that the Electronic Trading Platform is proprietary to you. I/We warrant and undertake that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Trading Platform.
- 3.5. I/We further acknowledge and agree that, as a condition for using the Electronic Securities Trading Service, I/we shall immediately notify you if:
  - (a) an Instruction in respect of ESTA has been placed through the Electronic Securities Trading Service and for which I/we have not received an order number and/or an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means);
  - (b) I/we receive acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction for which I/we have not given an Instruction or any similar irregularities; or
  - (c) I/we become aware of any unauthorized use of the User Name, Logon Password or Trading Password or any unauthorized, unusual or irregular matters or occurrences in the Electronic Securities Trading Service or any error or malfunctioning of the Electronic Securities Trading Service.
- 3.6. I/We acknowledge that the information provided by the Electronic Trading Platform, including but not limited to the real-time quote service available at the KSL web site, which is provided by a third party provider appointed by you from time to time, is provided for my/our information only and you shall not be held responsible or liable for any error or omission contained in such information. I/We acknowledge and agree that I/we will use such information at my/our own risk and you shall not be responsible or liable to me/us for any losses, costs, expenses, damages or claims, which I/we may suffer as a result of or in connection with such information.
- 3.7. I/We further acknowledge that I/we may only access ESTA and give Instructions through the Electronic Trading Platform and I/we agree that should I/we experience any problems in accessing ESTA or giving Instructions through this method, I/we shall immediately attempt to use alternative methods (for example by fax, phone, email or by any other means) to communicate with you and inform you of the difficulty I am/we are experiencing. In the case that I/we place Instruction on ESTA using means other than through the Electronic Trading Platform, you may impose additional charges for processing of such Instruction.
- 3.8. I/We understand that you may set out operation policies and procedures as "Trading Guidelines" applicable at any time that shall be available at your web site the terms of such policies and procedures shall be binding on me/us in respect of my/our use of the Electronic Trading Platform. In the event of inconsistencies between such policies and procedures and the terms of this Agreement, the latter shall prevail.
- 3.9. I/We acknowledge that the Internet, the mobile phone network and other electronic communication facilities are, due to unpredictable traffic congestion and other reasons, inherently unreliable media of communication and that such unreliability is beyond your control. I/We understand and acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in an Instruction not being executed and/or delay in the execution of an Instruction and/or the execution of an Instruction at a price different from that prevailing at the time the Instruction was given. I/We further acknowledge and agree that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us. I/We acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given.
- 3.10. I/We acknowledge that internet trading may involve hacking risks, cybersecurity risks, unauthorized access, unauthorized trading execution and/or security breach to my/our internet trading accounts. I/We understand, acknowledge and agree that such risks shall be absolutely borne by me/us. Likewise, I/we undertake to notify you as soon as practicable after becoming aware of such risks and incidents.

#### 4. Transactions

4.1.

- I/We shall be fully and solely responsible for all Transactions executed by you in pursuance of Instructions given by me/us.
- I/We hereby authorize you to engage any Securities broker or other agent including those within the Kingsway Group to execute and complete Instructions given by me/us, effect Transactions under this Agreement. I/We acknowledge that such broker or agent shall be deemed to be my/our broker or agent for all purposes. I/We shall be responsible for all acts, omissions and defaults of such broker and agent and you shall not be held responsible for any breach, non-observance or the non-performance by such Securities broker or agent of any obligations on his part to be observed or performed.
- 4.3. You shall act as my/our agent in effecting the Instructions unless you indicate in the statement or confirmation relevant to such Transaction that you are acting as principal.
- 4.4. When a sale order relates to Securities which I/we do not own (i.e. involves short selling), I/we shall notify you at the time when the Instruction is given. I/We agree to comply with all rules and procedures specified by any relevant regulatory bodies or you from time to time relating to short selling.
- 4.5. You shall not be responsible for delays in the transmission, receipt or execution of Instructions due to a breakdown or failure of transmission of communication facilities, or unreliable medium of communication or to any other cause.
- 4.6. You shall so far as you consider reasonably practicable sell and/or purchase Securities in accordance with Instruction given by me/us, provided always that you shall have a sole and absolute discretion to accept or reject any Instruction given by me/us. In particular, I/We acknowledge and agree that you shall have the right not to execute any Instruction until (where applicable): (a) there are sufficient cleared funds in the Account(s); and/or (b) there are sufficient Securities in the Account(s), for settlement of the relevant Transaction.
- 4.7. On all the Transactions, I/we shall pay your fee, commissions, charges and disbursements incurred by you, as notified to me/us, as well as applicable levies, trading fees and clearing fees imposed by the SFC, SEHK or other relevant exchanges and the clearing houses from time to time, and all applicable stamp duties, bank charges, transfer fees, interest and other expenses in respect of the Account(s) or any Transaction. You may deduct such commissions, fees, charges, levies and stamp duties from the Account(s).
  - .8. You may
    - (a) without further disclosure to me/us, receive, accept and retain for your own account(s) and benefit absolutely from any broker or underwriter or issuer or any other third parties (who may or may not act as an agent of me/us in any respect), any profit, rebate, reallowance, brokerage, commission, fee, benefit, profit, discount and/or other advantage arising out of or in connection with the provision of services to or handling of transactions for me/us. I/We agree that the consent given hereunder shall constitute a permission or lawful authority under the relevant laws and regulations of Hong Kong; and
    - (b) without further disclosure to me/us, pay to any broker or underwriter or issuer or any other third parties (who may or may not act as an agent of me/us in any respect), any profit, rebate, reallowance, brokerage, commission, fee, benefit profit, discount and/or other advantage arising out of or in connection with the provision of services or handling or transactions for me/us. I/we agree that the consent given hereunder shall constitute a permission or lawful authority under the relevant laws and regulations of Hong Kong.

#### 5. Securities and Cash Held for Me/Us

- .1. Any Securities which are held by you for safekeeping may, at your discretion:
  - (a) be registered in my/our name or in the name of your nominee; or
  - (b) (i) in the case of Securities in Hong Kong, be deposited in safe custody in a designated account with an authorized institution or some other institution approved by the SFC; and
    - (ii) in the case of other Securities, be deposited in safe custody in a designated account with a financial institution or with any other institution that provides facilities for the safe custody of documents.
- 5.2. Where Securities are not registered in my/our name, any dividends or other benefits arising in respect of such Securities shall, when received by you, be credited to the Account(s) or paid or transferred to me/us. Where the Securities form part of a larger holding of identical Securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.
- 5.3. If, in relation to any Securities deposited with you but which are not registered in my/our name, any losses or expenses is suffered by you therefrom, the Account(s) may be debited (or payment made by me/us as may be agreed) with the proportion of such loss and expenses equal to the proportion of the total number or amount of relative Securities which shall comprise Securities held on my/our behalf.
- 5.4. Unless you have obtained my/our written authority, under the SFO, you should not lend or deposit my/our Securities in Hong Kong to a person:
  - (a) in accordance with the rules and regulations of the SEHK;
  - (b) in accordance with the rules and regulations of the HKSCC; or
  - (c) of a class specified in accordance with the applicable rules.

- 5.5. You do not have my/our written authority under the SFO to deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with HKSCC as collateral for the discharge of your obligations under the clearing system.
- 5.6. Any cash held for me/us, other than cash received by you in respect of the Transaction and which is on-paid for settlement purposes or to me/us, shall be credited to a client trust account maintained with a licensed bank in accordance with SFO or as required by the applicable laws from time to time.

#### 6. Lien and Right of Sale over Securities and Other Property

- 6.1. You shall have a lien over any and all Securities, acquired for or on my/our behalf, or in which I/we have an interest (either individually or jointly with other) which are held for my/our Account(s) and all cash and other property at any time held by you on my/our behalf all of which shall be held by you as a continuing security for the payment and/or discharge of my/our obligations to you arising from the business of dealing in Securities and:
  - (a) such security shall include all dividends or interest paid or payable after the date hereof on such Securities and all stocks, shares (and the dividends or interest thereon) rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such Securities;
  - (b) upon default by me/us in payment on demand or on the due date therefor of any of my/our indebtedness to you or any other default by me/us hereunder, you shall have the right to sell or otherwise realize the whole or any part of such security as when and how and at such price and on such terms as you shall think fit and to apply the net proceeds of such sale or realization and any moneys for the time being in your hands in or towards discharging of my/our indebtedness to you; and
  - (c) such security shall be in addition to and shall not prejudice or be prejudiced by any right of set-off or other security which you may hold at any time for my/our indebtedness to you or by any release modification or abstention from enforcement thereof or other dealing therewith.

#### 7. Interest

- 7.1. I/We hereby agree to pay interest on all overdue balances owing by me/us to you (including interest arising after a judgment debt is obtained against me/us), at such rates and on such terms as you may at your sole and absolute discretion determine from time to time and as notified to me/us.
- 7.2. In respect of amounts derived by way of interest from the retention of any amount held for me/us in the client trust account as mentioned in Clause 5.6, you shall pay me/us interest at such rates and on such terms as you may at your sole and absolute discretion determine from time to time and as notified to me/us provided that you shall not be required to pay any interest to me/us if the amount retained by you for me/us is less than HK\$1,000 or such other amount as you may determine from time to time. You shall retain for your own benefit any excess amount thereon.

#### 8. Laws and Rules

- 8.1. The operation of the Account(s) is subject to the relevant laws, rules, regulations, bye-laws, directions, customs and usages of the relevant exchange or market and its clearing house, if any, where the transactions are executed and in conformity with the applicable laws and regulations of the relevant governmental authorities as amended from time to time. All actions taken by you in accordance with such laws, rules, regulations, byelaws, directions, customs and usages shall be binding on me/us.
- 8.2. The rules of relevant exchange, clearing house and depository agency or any regulators, in particular those rules which relate to trading and settlement, shall be binding on both you and me/us in respect of all Transactions pursuant to the Instructions.

#### 9. Compensation Fund

9.1. If you fail to meet your obligation to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the SFO, subject to the terms of the Compensation Fund from time to time.

#### 10. Personal Data Protection

- 10.1. I/We understand that I/we may have or may in future be requested to supply personal information from time to time to you relating to myself/ourselves, and in the carrying out of transactions contemplated under this Agreement, further information shall or may be collected by you (all such information is referred to as "Data" under this Clause 10).
- 10.2. I/We understand that a request for Data on the "Client Information Statement" or otherwise shall oblige me/us to complete the same, and any failure so to do may result in you being unable to open or continue the Account(s) or unable to effect transactions under the Account(s).
- 10.3. I/We understand that you may provide Data received from me/us to the following persons:
  - (a) any other member of the Kingsway Group;
  - (b) any nominees in whose name the Securities or other assets may be registered;
  - (c) any contractor, Agent or service provider which provides administrative, data processing, financial, computer, telecommunication, payment or securities clearing, financial, professional or other services to you or to any member of the Kingsway Group or to any other person to whom Data is passed;
  - (d) any person with whom you enter into or propose to enter into transaction on my/our behalf or account, or persons representing the same;
  - (e) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom this Agreement is novated;
  - (f) any third parties (including brokers, banks, financial intermediaries and professional advisors) who have the need to obtain such Data or who in our good faith judgment have reason to receive such Data for the purposes set out in Clause 10; and
  - (g) governmental, regulatory or other bodies or institutions, whether as required by law, regulations applicable to any member of the Kingsway Group, or otherwise.
- 10.4. I/We understand that the purposes for which the Data provided by me/us from time to time may be used are:-
  - (a) giving effect to my/our orders relating to Transactions or otherwise, and carrying out my/our other instructions;
  - (b) providing services in connection with the Account(s), whether the services are provided by or through, any member of the Kingsway Group or any other person;
  - (c) conducting credit enquiries or checks on me/us and ascertaining my/our financial situation and investment objectives, and enabling or assisting any other person so to do;
  - (d) collection of amounts due, enforcement of security, charge or other rights and interests in favour of any member of the Kingsway Group;
  - (e) marketing existing and future services or products, of any member of the Kingsway Group;
  - (f) forming part of the records of the persons or members of the Kingsway Group to whom the Data may be passed;
  - (g) observing any legal, regulatory or other requirements to which any member of the Kingsway Group or any other persons may be subject; and
  - h) other purposes related or incidental to any one or more of the above.
- 10.5. I/We understand that I/we may request a copy of such Data. I/We also understand that I/we may request the correction of the Data. Any such request may be addressed to the Personal Data Officer of KSL at 7/F., Tower One, Lippo Centre, 89 Queensway, H.K. I/We understand that you shall charge a fee for any such request.
- 10.6. I/We understand that any member of the Kingsway Group may use the Data and supply me/us with information about other services or products of any member of the Kingsway Group. I/We understand that, if I/we request, without charge to me/us, any member of the Kingsway Group to cease to use the Data for such purpose, and if I/we so inform you in writing, the Data shall ceased to be so used.

#### 11. Risk Disclosure Statement

1.1. I/We understand and acknowledge that the price of Securities can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling Securities. I/We also understand and acknowledge that there may be risks in leaving Securities in your safekeeping. For example, if you are holding my/our Securities and you become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I am/we are prepared to accept.

#### 12. Termination

- 12.1. You shall have the right exercisable at your sole and absolute discretion at any time to close the Account(s) and/or terminate this Agreement without providing any reason therefor at any time by giving me/us a notice in writing. Such notice shall not affect any Transaction entered into by you prior to your giving of such notice and shall be without prejudice to any of your rights or powers.
  - 2.2. Upon the giving of the termination notice under Clause 12.1, you may terminate all accounts (including the Account(s)) in my/our name with you and convert all monies held in or for such accounts into Hong Kong dollars and sell, dispose of or otherwise deal with in whatever manner realize any Securities in such accounts and subject to the full payment of all money owed by me/us to you, you shall:
    - (a) credit any balance on such accounts to my/our bank account;
    - b) send by post at the risk of my/our Account(s) to my/our last known address a cheque in the amount of the credit balance of such accounts; or
    - c) deliver to me/us personally or to my/our duly authorized agent or attorney a cheque in the amount of the credit balance of such accounts; and send to me/us all

documents of title relating to the Securities in such accounts.

- 12.3. You and your directors, officers, employees and Agents shall have no liability for any loss thereby suffered and I/we shall not make any claim concerning the manner or timing of such actions.
- 12.4. I/We agree to indemnify you and your directors, officers, employees and Agents on demand for any loss, cost, claim, liability or expense arising out of or in connection with any breach by me/us of my/our obligations hereunder including any costs incurred by you in collecting any debts due to you or in connection with the closure of the Account(s).

#### 13. General

- 13.1. You may, at any time, set off, combine or consolidate all or any of such accounts as are for the time being opened and maintained by me/us with any member of the Kingsway Group, including the Account(s), for use in connection with the trading in Securities.
- 13.2. I/We agree that you and your directors, officers, employees and Agents shall not be liable for any delay or failure to perform any of your obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which you, your directors, officers, employees or Agents do not have control, including but not limited to government restrictions, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.
- 13.3. You shall notify me/us of material changes in respect of your business that may affect the services you provide to me/us including, your name, address, SFC license status and remuneration.
- 13.4. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by any court or regulatory agency or body, such invalidity, illegality or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Agreement shall be carried out as if any such invalid, illegal or unenforceable provision were not contained here.
- 13.5. Where we consist of more than one person, the liability of each of us shall be joint and several and references to us shall be construed, as the context requires, to any or each of us. You shall be entitled to deal separately with any of us including the discharge of any liabilities to any extent without affecting the liability of the others.
- 13.6. Where any written instructions or any other written communication from me/us is given by facsimile, I/we hereby authorize you to accept such facsimile message from me/us as a valid and effective instruction or communication from me/us, and I/we shall fully indemnify you on demand against all losses, damages, interests, costs, expenses, actions, demands, claims, proceedings whatsoever which you may incur, suffer or sustain as a result of or arising from your acceptance, reliance on or acting upon those instructions or communication. I/We acknowledge that any notices and communications to you shall be sent or delivered or communicated (as the case may be) to an address or location as notified by you from time to time.
- 13.7. All notices and communications to me/us may be effectively given by mailing the same by post addressed to me/us at any of my/our business, residential or mailing addresses as they appear from time to time on your records, or by delivering the same to me/us or to any such address, or by telex, facsimile, telephone or e-mail to any number or e-mail address notified to you from time to time for the purpose and shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), sent (in the case of telex or e-mail) or communicated (in the case of telephone or facsimile transmission) and that no such notice or communication need be signed on your behalf.
- 13.8. Every Transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct and as ratified and confirmed by me/us unless you shall receive from me/us written notice to the contrary within 5 days after such notice, statement, confirmation or other communication is deemed to have been received by me/us.
- 13.9. To the extent permitted by law, you may from time to time amend any of the terms and conditions of this Agreement by notifying me/us. If I/we do not accept such amendment, I/we shall notify you in writing within 3 days after my/our receipt of such notice. All amendments shall come into effect immediately upon my/our deemed receipt of your notice and shall be binding upon me/us if I/we continue to operate and maintain the Account(s) without notifying you of my/or refusal to accept the amendment within 3 days.
- 13.10. No failure or delay by you in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver by you of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 13.11. I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other party except with your prior written consent.
- 13.12. If I/we give any Instruction to you outside Hong Kong, I/we agree to ensure, warrant and represent to you that such Instruction is given in compliance with all applicable law of the relevant jurisdiction from which my Instruction is given, and I/we further agree that I/we shall, when, in doubt, consult legal advisers of the relevant jurisdiction. I/we accept that there may be taxes or charges payable to relevant authorities in respect of any Instruction given outside Hong Kong, and I/we agree to pay such taxes or charges as applicable and I/we authorize you to make all deductions and withholdings for such purpose. I/We agree to indemnify you on demand for any damages, losses, costs, actions, demands or claims you may suffer or incur in connection with or arising from my giving any Instruction outside Hong Kong.
- 13.13. I/We confirm that I/we have read the English version of this Agreement which is the language of my/our choice and that I/we have been given sufficient opportunities to raise any questions that I/we have, and that I/we fully understand and accept this Agreement. In the event that there is inconsistency between the English version and the Chinese version of this Agreement, I/we agree that the English version shall prevail.
- 13.14. This Agreement and all rights, obligations and liabilities under this Agreement are governed by and may be enforced in accordance with the laws of Hong Kong.
- 13.15. The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) shall not apply to this Agreement and unless specifically herein provided, no person other than the parties to this Agreement shall have any rights under it nor shall it be enforceable by any person other than the parties to it.
- 13.16. You shall not be required to give notifications of upcoming and effective corporate actions. In the event such notifications are given, such notifications are delivered as a courtesy in an effort to provide information which you believe may be of note to me/us. All information is supplied on a best-efforts basis and as such, you cannot guarantee the timeliness nor accuracy of the information. At times, terms of an offer may change without new information being provided to me/us. It is my/our responsibility to ensure that I/we have reviewed all corporate action terms with an external party, such as company websites or news releases, prior to making any trading decision.

This Agreement is made on the day of	,20 .	
SIGNED BY [name of client]	)	
Witness name address and occupation		Authorized Signature / Business Chop
ACKNOWLEDGED AND ACCEPTED BY KINGSWAY FINANCIAL SERVICES GROUP LIMITED	)	[Witness Signature]
Witness name address and occupation		Authorized Signature / Business Chop
		[Witness Signature]

# **Certified Extract of Board Resolution**

At a meeting	of the Directors of		
		(Company Name)	
(the "Compan	y") held on	, at which a quorum was	present
throughout the Directors:		of meeting) SOLUTIONS were duly passed by the Boar	
be opened (formerly the terms	d and maintained with K known as Kingsway SW	count ("the Account") in the name of the C gsway Financial Services Group Limited ( ecurities Limited) and operated in accordant Cash Client's Agreement and Client Info Opening Agreement").	("KSL") nce with
Meeting authorised	be and hereby accepted a	ment in such forms as completed and table d approved and any Director of the Com- pening Agreement for and on behalf of the Company if necessary).	pany be
Informati		the Authorized Persons as specified in the apany shall notify KSL from time to time	
Dated this	day of	·	
I, the undersig Meeting.	gned, do hereby certify the	bove is a true extract from the minutes of the	e Board
Director / Sec	retary		
Name:			
Title <sup>.</sup>			

#### **UNLIMITED CONTINUING GUARANTEE**

THIS	DEED	OF	GUARANTEE	is	made		the					by
laws	of _			_	whose	regi	stered	office	is	situ	under aate resider	at
addre	ss is								_			]
(delet	e where inappro	opriate)	in favour of Kingsw	ay Fi	nancial S	Services	Group L	imited ("K	ingsway	") of '	7/F., To	wer
One,	Lippo Centro	e, 89 Ç	ueensway, Hong K	ong i	in respec	t of the	followi	ng agreen	nent(s) r	nade/te	o be m	ade
betwe	een Kingswa	y and							(	the "	Client")	), a
comp	any incorpora	ated un	der the laws of				W	hose regis	stered of	ffice is	s situat	e at
									:			
(a)			ement under which					ime, provi	de cash	securi	ties trac	ling
			nt via the Client's ca			•						
(b)	_		greement under whi			-		_		_		
	_		ncluding financial a	accom	modation	n) to the	e Client	via the C	lient's 1	margin	securi	ties
	trading acco	unt;										
(c)			greement under w		_	•					_	
			es/options contracts	and r	elated se	rvices to	the Cli	ent via the	: Client's	s futur	es cont	ract
	trading acco	unt;										
(d)	-		ing Account – Term						•			
	•	-	Options Contracts ar		•		•	_		•		
			the Options Trading	g Rule	es) and r	elated so	ervices	to the Clie	nt via t	he Cli	ent's st	ock
	options trad	ing acco	ount;									
	(any of the a	ibove aş	greement(s) which is	s/are a	applicable	e to the O	Client is	are referre	d as (the	e"Agre	eement'	").
WHE	REAS											
(A)			Kingsway, at the re	-				•		_		
			ntinue to maintain t			_				•		
		-	e required services f ur of Kingsway the						•			
	and liabiliti	es of th	e Client to Kingswa	y und	er the Ag	reement						

#### IT IS HEREBY AGREED as follows: -

(B)

1. The Guarantor hereby guarantees unconditionally and irrevocably as primary obligor in favour of Kingsway the due observance and performance by the Client of the obligations and liabilities of the Client to Kingsway under the Agreement (the "Obligations")

provisions of maintaining the relevant trading account with the Client by Kingsway.

The execution of this Guarantee is one of the condition precedents to the provisions or continuing

- 2. In the event that the Client shall fail to promptly perform any of the Obligations, the Guarantor shall forthwith on demand by Kingsway indemnify and keep Kingsway indemnified fully against any loss or damage which Kingsway may suffer or incur as a result of such failure on the part of the Client, or of such other circumstances.
- 3. The guarantee hereunder shall be a continuing guarantee and shall cover any of the Obligations of the Client notwithstanding the liquidation, insolvency, incapacity or any change in the constitution of the Client or any settlement of the Agreement or variation or modification of the Agreement or any indulgence or waiver given by any party to the Agreement or any other matter whatsoever until all the Obligations of the Client have been satisfied in full.
- 4. Should any purported obligation of the Client which if valid or enforceable would be the subject of the guarantee hereunder, be or become wholly or in part invalid or unenforceable against the Client by reason of any defect in or insufficiency or want of power of the Client or irregular or improper purported exercise or powers or breach or want of authority by any person purporting to act on behalf of the Client, the Guarantor shall nevertheless be liable to Kingsway in respect of the Obligations as if the same were wholly valid and enforceable.
- 5. The guarantee hereunder may be enforced against the Guarantor without Kingsway first institution legal proceedings against the Client in the first instance or joining the Client as a party in the same proceedings against the Guarantor.
- 6. The provisions of this Guarantee shall be continuous; shall cover individually and collectively all accounts which the Client may open with Kingsway, and shall inure to the benefit of, and bind Kingsway, Kingsway's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors and personal representatives of the Guarantor.
- 7. The Guarantor makes the following representations and warranties to Kingsway (where the Guarantor is a corporation):
  - (a) it is a company duly incorporated and in good standing under the laws of the place of its incorporation and has the power, authority and the legal capacity to give this Guarantee on the terms and conditions hereof and to perform and observe its obligations hereunder and has taken all corporate and other actions necessary to authorize the execution and performance of the same, and that the execution and performance of this Guarantee will not violate any regulation or provision of the incorporation documents of the Guarantor or any deed or arrangement or other instrument to which the Guarantor is a party or which is binding on it or upon any of its assets;
  - (b) this Guarantee, as executed and delivered, constitutes legal, valid and binding obligations of the Guarantor in accordance with its terms; and
  - (c) all necessary governmental and other consents, authorities and approvals (if any) for the Guarantor to execute this Guarantee have been obtained and are in full force, validity and effect and as of the date of this Guarantee no further government or other consents, authorities or approvals are necessary for the performance by the Guarantor of its obligations hereunder.
- 8. This Guarantee and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in all respects in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the parties hereto shall submit to the non-exclusive jurisdiction of the courts of Hong Kong.

(If the Guarantor is a corporation)	
SEALED with the Common Seal of )	
(the Guarantor)	
and SIGNED by)	
the authorized signatory for and on behalf of the Guarantor )	
WHITNESC .	Guarantor's Signature
WITNESS:	
Name of witness:)	
Hong Kong Identity Card Noand / or)	
Passport No)	
	Witness's Signature
	Withess 5 Signature
(If the Guarantor is an individual)	
SIGNED, SEALED, AND DELIVERED BY )	
(the Guarantor) )	
Hong Kong Identity Card Noand / or)	
Passport No)	
	Guarantor's Signature
WITNESS:	
Name of witness:)	
Hong Kong Identity Card Noand / or)	
Passport No)	



#### STANDING AUTHORITY (CLIENT MONEY) 常設授權(客戶資金)

To: Kingsway Financial Services Group Limited (hereinafter referred to as "KFS")
7<sup>th</sup> Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong

致: 滙富金融服務有限公司 (下稱「滙富金融」) 香港金鐘道89號力寶中心一座七樓

Dear Sirs, 敬啓者

Standing Authority within the meaning of section 8(1) of the Securities and Futures (Client Money) Rules (Cap. 5711, Laws of Hong Kong) (the "Rules")

香港法例第 5711 章《證券及期貨(客戶款項)規則》第 8(1)條 (下稱「規則」) 所指的常設授權

In consideration of your agreement to provide or continue to provide to me/us services in respect of trading in securities and/or futures and/or options (including foreign securities and/or foreign futures and/or options) in accordance with the applicable terms and conditions, I/we, the undersigned Client, hereby agree to the following terms and conditions. If I/we maintain joint account, the liability(ies) of each of the beneficiary owners of the joint account shall be joint and several.

本人/吾等,即下述簽署客戶,僅此同意以下條款及條件,作爲 貴公司同意按適用的條款及條件向本人/吾等提供或繼續提供有關買賣證券及/或期貨及/或期僅(包括外國證券及/或期貨及/或期權)服務之代價。如果本人/吾等擁有聯名帳戶,每位聯名帳戶之實益擁有人之責任將爲共同及各別的責任。

The authority ("Standing Authority") granted by me/us in this letter of authority covers money, now or hereafter, held or received on my/our behalf in Hong Kong (including any interest derived from the holding of the money which does not belong to you) in one or more segregated account(s) (the "Monies").

本人/吾等在本授權信發出之授權(「常設授權」)函蓋現在或以後 貴公司在香港代本人/吾等持有或收取存於一個或多個獨立賬戶中的款項(包括得自持有不屬於 貴公司的款項的任何利息)(下稱「款項」)。

Unless otherwise defined, all the terms used in this letter of authority shall have the same meanings as in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and the Rules as amended from time to time. I/We acknowledge that my/our assets (including Monies) held or received by KFS outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance and the Rules made thereunder. Consequently, my/our assets may not enjoy the same protection as that conferred on my/our assets held or received in Hong Kong.

除非另有定義,本授權信中使用的所有詞語意義與不時修訂《證券及期貨條例》(香港法例第571章)及規則所有的意義相同。本人/吾等知悉滙富金融代本人/吾等於香港以外持有或收取之資產(包括款項)乃受海外相關的法例和規例所限,該等法例和規例或有別於《證券及期貨條例》及其下之規則。因此,本人/吾等的該等資產可能不享有本人/吾等在香港持有或收取之資產所獲的同等保障。

I/We hereby authorize KFS that it may:

本人/吾等僅此授權滙富金融以:

- 1. Combine or consolidate the Monies in any or all accounts (including accounts outside Hong Kong) of any nature whatsoever and either individually or jointly with others, maintained by KFS and KFS may:
  - 合併或綜合存於由滙富金融維持的任何或所有屬任何性質、個人或聯名賬戶(包括香港以外的戶口)的款項並滙富金融可:
  - (i) Transfer any sum of the Monies to and/or between such account(s) (including accounts outside Hong Kong) to satisfy; or 向該等賬戶及/或在該等賬戶之間(包括香港以外的戶口)轉移任何數額的款項以清償;或
  - set off or transfer any sum of Monies in or towards satisfaction of, 抵銷或轉移任何數額的款項以清償,

my/our obligations or liabilities to KFS, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several;

本人/吾等對滙富金融之任何責任或負債,不論該等責任或負債乃實際或或有、主要或附屬、有擔保或無擔保、或聯合或各別的;

- 2. deposit any sum of the Monies into, or transfer any sum of Monies interchangeably between, the account(s) (including accounts outside Hong Kong) maintained at any time by KFS; 將任何數額的款項存入由滙富金融於任何時間所維持的一個或多個帳戶內(包括香港以外的戶口),或於帳戶間互相轉移任何數額的款項;
- 3. debit any or all segregated accounts (including accounts outside Hong Kong) maintained at any time by KFS with such amount(s) of Monies as may be required for settling my/our liability(ies) under or pursuant to any agreement(s) and/or document(s) between me/us on the one part and KFS on the other part.
  - 在任何或所有由滙富金融於任何時間所維持的獨立帳戶內(包括香港以外的戶口)扣除所須數額的款項以清償根據以本人/吾等爲一方並滙富金融〔及/任何集團成員〕爲另一方的任何協議及/或文件中本人/吾等之負債。

KFS may, at any time and from time to time, do any or more or all of the things set out above in KFS's sole discretion and without giving me/us further notice or obtaining my/our further confirmation and/or direction.

滙富金融可隨時及不時行使其獨有酌情權及不再通知本人/吾等或再取得本人/吾等之確認及/或指示的情況下作出上述任何或多項或所有事情。

This Standing Authority is given in addition to and without prejudice to any other authority or right which KFS may, now or hereafter, have in relation to the Monies in the segregated account(s) (or any amount thereof).

此常設授權是在滙富金融就一個或多個獨立帳戶內的款項(或其任何部份數額)而有的現行或其后的任何其它授權或權利以外並在 不損害該等授權或權利的情況下發出。

I/We hereby agree to indemnify, and to keep indemnified, KFS from and against all and any losses, damages, interests, costs, expenses, actions, demands, claims and/or proceedings of whatsoever nature which KFS may incur, suffer and/or sustain as a consequence of any act, transfer and/or transaction done or undertaken pursuant to this Standing Authority.

本人/吾等僅此承諾彌償滙富金融因按此常設授權作出或承諾的任何行動、轉移及/或交易而導致滙富金融可能招致、承擔及/或面臨的一切及任何不論屬任何性質的損失、損害賠償、利息、費用、支出、訴訟、要求、索償及/或法律程序,並承諾確保滙富金融免受損害。

This Standing Authority is valid for a period of 12 months from the date of this letter (or such other period as specified by KFS at any time but in any case not more than 12 months from the date of this letter), subject to my/our revocation under the Rules as amended from time to time.

此常設授權由本授權信日期起計 12 個月內有效 (或滙富金融於任何時間所規定的其它限期但於任何情況下均不多於由本授權信日期起計之 12 個月),並受本人/吾等據不時修訂之規則所提出之撤銷所限。

This Standing Authority may be revoked by giving KFS written notice addressed to KFS' Operations Department at the address specified above or such other address as may be subsequently notified to me/us by KFS. My/Our notice of revocation shall take effect upon the expiry of two weeks from the date of KFS's actual receipt of such notice and shall not affect any act, transfer or transaction done or undertaken by KFS pursuant to or by virtue of this Standing Authority prior to such revocation taking effect.

本人/吾等可透過註明由滙富金融營運部收件並送往上述地址或之後滙富金融通知本人/吾等的其它地址之書面通知,向滙富金融 撤銷此常設授權。本人/吾等之撤銷通知於滙富金融實際收紇該通知當日起計屆滿兩星期方才生效並且不會影響滙富金融於該撤 銷生效前根據或因本常設授權而作出或承諾的任何行動、轉移或交易。

I/We understand that this authority shall be deemed to be renewed upon the same terms and conditions contained herein and on a continuing basis without my/our written consent if KFS issues me/us a written reminder at least 14 days prior to the expiry date of this authority, and I/we do not object in writing to such deemed renewal before such expiry date.

本人/吾等明白如果滙富金融於此常設授權屆滿日期至少 14 日前向本人/吾等發出書面提示,並且本人/吾等於該屆滿日期前不以書面反對此常設授權之當作續期,即此常設授權將被當作以與本文載有的相同條款及條件並在持續有效之基礎上母須獲本人/吾等之書面同意下續期。

Should there be any inconsistency or conflict between the English and Chinese versions of this letter of authority, the English version shall prevail.

若本授權信之英、中文本有任何不同或矛盾之處,當以英文本爲準。

I/We have read, understood and accepted the contents of this lett	ter.
木 / , , , , , , , , , , , , , , , , , ,	

日期: 20 年 月 日	
For individuals 個人適用*:	
Client's signature (s) 客戶簽名	Client's signature(s) 客戶簽名
Client's name(s) 客戶姓名:	Client's name(s) 客戶姓名:
Account No. 賬戶號碼:	
* For joint accounts, all account holders should sign. * 聯名帳戶中所有賬戶持有人均須簽署。	
For companies 公司適用**:	
Authorised signature(s) & company chop 獲授權簽署人士簽名及公司印章	
Client's name 客戶名稱 :	

Account No. 賬戶號碼:

<sup>\*\*</sup>Please sign in accordance with the specimen signature(s) kept by KFS.

<sup>\*\*</sup>請按照存於滙富金融之簽名式樣簽署。



#### **Kingsway Financial Services Group Limited**

7/F., Tower One, Lippo Centre, 89 Queensway, H.K Tel: (852) 2283-7000 Fax: (852) 2877-1026 Email: customerservice@sunwahkingsway.com

#### **Risk Disclosure Statements**

These Risk Disclosure Statements do not disclose all of the risks and other significant aspects of trading in securities and derivative products. In light of the risks, you should undertake such transactions only if you understand the nature of the transactions into which you are entering and the extent of your exposure to risk. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

#### 1. Risk of Securities Trading

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

#### 2. Risk of Trading Growth Enterprise Markets Stocks

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers. You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

#### 3. Risk of Trading Nasdaq-Amex Securities at the Stock Exchange of Hong Kong

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult your dealer and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

#### 4. Risk of Providing an Authority to Lend or Deposit Your Securities with Third Parties

There is risk if you provide your dealer or securities margin financier with an authority that allows it to lend your securities to or deposit them with certain third parties under the Securities and Futures Ordinance (Cap. 571) and related Rules. This is allowed only if you consent in writing. The consent must specify the period for which it is current, which cannot exceed 12 months. You are not required by any law to sign these authorities. But an authority may be required by dealers or securities margin financiers, for example, to facilitate margin lending to the client or to allow the client's securities to be loaned to or deposited as collateral with third parties. Your dealer or securities margin financier should explain to you the purposes for which one of these authorities is to be used. If you sign one of these authorities and your securities are lent to or deposited with third parties, those third parties will have a lien or charge on your securities. Although your dealer or securities margin financier is responsible to you for your securities lent or deposited under the authority, a default by it could result in the loss of your securities. A cash account not involving securities borrowing and lending is available from most dealers. If you do not require margin facilities or do not wish your securities to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

#### 5. Risk of Margin Trading

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the dealer or securities margin financier. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

#### 6. Risk of Providing an Authority to Repledge Your Securities Collateral etc.

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities. If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply. Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority. You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used. these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral. account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

#### 7. Risk of Holding Assets Outside Hong Kong

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of

the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571 of The Laws of Hong Kong) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

#### 8. Risk of Providing An Authority To Hold Mail or To Direct Mail To Third Parties

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

#### 9. Risk of Trading Renminbi (RMB) Products

A RMB product may include a wide range of investment products denominated or settled in RMB or have exposure to RMB-linked assets or investments. In general, a non-Mainland (including Hong Kong) investor who holds a local currency other than RMB will be exposed to currency risk. The exchange rate of RMB may rise or fall. Further, RMB is subject to conversion restrictions and foreign exchange control mechanism. You should check with your investment adviser or seek professional advice to find out if there is any secondary market for the RMB product you plan to invest in and its liquidity. You should also find out whether the product is subject to any lock-up period or heavy penalty or charges for early surrender or termination of the product. The assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product. You may not be able to sell your investment in the product on a timely basis, or you may have to sell the product at a deep discount to its value. You should consider carefully the creditworthiness of the issuers before investing. Counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the RMB products and result in substantial losses. Depending on the nature of the product and its investment objective, there may be other risk factors specific to the product which you should consider. Before making an investment decision, investors should read the risk factors as set out in the offering documents and seek professional advice where necessary.

#### 10. DERIVATIVE PRODUCTS FEATURES & TRADING RISKS

Derivative Products, such as **Warrants** and **Callable Bull/Bear Contracts** (**CBBCs**), are financial instruments which derive their value by reference to the price or value of an "Underlying Asset". The Underlying Asset may be a security, stock indices, currency, commodity or other assets or combination of such assets. Derivative Products are usually issued by a third party, usually an investment bank, independent of the issuer of the Underlying Asset. Derivative Products are subject to both actual and perceived measures of the credit worthiness of their issuers. There is no assurance of protection against a default by their issuers in respect of their payment obligations. In case the issuers are insolvent, investors may get nothing back and the potential maximum loss could be 100% of the investment amount. Trading and investment in Derivative Products involves **HIGH RISKS**. Investors are strongly advised to have a thorough understanding of the terms and conditions of a Derivative Product(s) before trading in such product(s).

#### 11. Features & Trading Risk of Warrants

a) Features: Warrants are an instrument that gives an investor the right to "buy" or "sell" an underlying asset at a pre-set price prior to a specified expiry date. They may be bought and sold prior to their expiry in the market provided by Hong Kong Exchange. At expiry settlement is usually made in cash rather than a purchase or sale of the underlying asset. Derivative warrants can be issued over a range of assets, including stocks, stock indices, currencies, commodities, or a basket of securities. Warrants traded in Hong Kong normally have an initial life of 6 months to 2 years. Holders of call (or put) warrants have the right, but not obligation, to purchase from (or to sell to) the warrant issuer a given amount of the underlying asset at a pre-determined price within a certain time period.

b) Trading Risk: Warrant trading involves high risks and may not be suitable for every investor. Warrant holders are unsecured creditors of an issuer and they have no preferential claim to any assets an issuer may hold. Therefore, investors are exposed to the credit risk of the issuer. Although Warrants may cost a fraction of the price of the underlying assets, a Warrant may change in value more or less rapidly than the underlying asset. In the worst case the value of the Warrants falls to zero and holders lose their entire investment amount. Unlike stocks, Warrants have expiry date and unless they are in-the-money, they become worthless at expiration. Investors should be aware that other factors being equal, the value of Warrants will decrease over time. Therefore, Warrants should never be viewed as products that are bought and held as long term investments.

#### 12. Features and Trading Risk of CBBCs

a) Features: CBBC are a type of derivative product that tracks the performance of an underlying asset without requiring investors to pay the full price required to own the actual asset. They are issued either as Bull or Bear contracts with a fixed expiry date, allowing investors to take bullish or bearish positions on the underlying asset. CBBCs are issued with the condition that during their lifespan (normally 3 months to 5 years) they will be called by the issuers when the price of the underlying asset reaches a level (known as the "Call Price") specified in the listing document. If the Call Price is reached before expiry date, the CBBC will expire early and the trading of that CBBC will be terminated immediately.

b) Trading Risk: CBBC have a Mandatory Call feature (also referred to as a Knock-out feature). A CBBC may be called by the issuer when the price of the Underlying Asset hits the Call Price and the CBBC will then expire early. Payoff for certain types of CBBC will be zero when there is a Mandatory Call. When other types of CBBC expires early the holder may receive a small amount of residual value payment in accordance with the CBBC listing document, but there may be no residual value payment in adverse situations and the investor may suffer a total loss. You should therefore read the listing document and relevant supplemental document carefully to ensure that you understand the nature of and risks associated with your investment. Once the CBBC is called, even though the Underlying Asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back. Trades inputted by the investor may still be executed and confirmed even after a Mandatory Call since there may be some time lapse between the event triggering a Mandatory Call and the suspension of the CBBC trading. Any trades executed after the Mandatory Call event will not be recognized and will be cancelled. The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

#### 13. Features & Trading Risk of Exchange Traded Funds (ETFs)

a) Features: ETFs are passively-managed and open-ended funds traded on the securities market of HKEx and authorized by the SFC as

collective investment schemes. ETFs are designed to track the performance of their underlying benchmarks (eg an index, a commodity such as gold, etc). The transaction costs for trading ETFs at HKEx are the same as those for trading other securities. ETFs can be traded any time during the trading hours of the securities market. Most ETFs track a portfolio of assets to provide diversified exposure to selected market themes but it may also track a single underlying asset such as gold. While some ETFs provide Hong Kong investors access to a basket of Hong Kong securities, others provide the investors access to overseas markets or other asset classes. ETFs can be broadly grouped into two types: 1) **Physical ETFs** (ie traditional or in-specie ETFs): Many of these ETFs directly buy all the assets needed to replicate the composition and weighting of their benchmark (eg constituents of a stock index). However, some only buy a portion of the assets needed to replicate the benchmark or assets which have a high degree of correlation with the underlying benchmark but are not part of it. Some physical ETFs with underlying equity-based indices may also invest partially in futures and options contracts. Lending the shares they own is another strategy used by some physical ETFs; and 2) **Synthetic ETFs**: These ETFs do not buy the assets in their benchmark. Instead, they typically invest in financial derivative instruments to replicate the benchmark's performance. ETFs are required to have collateral when investing in derivatives (details of the net and gross counterparty exposure and types and composition of the collateral are published on the ETF's website). An ETF's net risk exposure to any single counterparty (ie net of the value of any collateral provided) cannot be more than pre-determined percentage of its NAV (currently 10%). Investors should read the ETF prospectus carefully to ensure they understand how the fund operates.

#### b) Trading Risks:

<u>Market risks</u>: ETFs are exposed to the economic, political, currency, legal and other risks of a specific sector or market related to the index that it is tracking. ETF managers do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying benchmarks.

<u>Counterparty risk</u>: Synthetic ETFs are subject to counterparty risk associated with the derivatives issuers and may suffer losses if the derivatives issuers default or fail to honour their contractual commitments. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (eg since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a "knock-on" effect on the other derivative counterparties of the synthetic ETF). Although synthetic ETFs have collateral from their counterparties, it may not completely remove the counterparty risk so they are still subject to the collateral providers fulfilling their obligations. There is a further risk when the right against the collateral is exercised because the market value of the collateral could be substantially less than the amount secured, resulting in significant losses to the ETF.

Tracking error risk: Tracking error is the difference between the performance of an ETF and its underlying benchmark. Tracking error can arise due to factors such as the impact of the Total Expense Ratio (TER), changes in the composition of the underlying benchmark and type of ETF (e physical vs synthetic). The TER of an ETF may include management fee and other fees and costs (eg transaction costs, stamp duties, costs for preparing financial reports and other prescribed documentation, legal and auditing fees, insurance costs, fees for custody services, etc) – there is no universal definition. An ETF's estimated TER is stated in the prospectus. The estimated TER of an ETF does not necessarily represent the fund's tracking error because the fund's NAV may be affected by other factors, eg dividends and other income from the portfolio, and in the case of a synthetic ETF, the indirect costs borne by the fund may only be reflected in the market value of the derivatives it holds.

Risk in trading at discount or premium to NAV: The market price of an ETF may be at a discount or premium to its NAV. This price discrepancy is caused by supply and demand factors and may be more likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed in ETFs tracking specific markets or sectors that are subject to direct investment restrictions. As a result, investors who buy at a premium may suffer losses even if the NAV is higher when they sell and they may not fully recover their investment in the event of termination of the ETF.

<u>Liquidity risk</u>: Although ETFs usually have market makers (known as Securities Marker Makers, or SMMs) to help provide liquidity, there is no assurance that active trading will be maintained at all times. In the event that the SMMs are unable to fulfil their obligations, investors may not be able to buy or sell the ETF or may find the market price of the ETF is at a discount or premium to its NAV.

Stock lending risk: Physical ETFs which engage in stock lending face the risk of the borrower not returning the ETF's securities as agreed and thus may experience some losses due to their stock lending.

#### 14. Risks of Trading Equity Linked Instruments (ELIs)

ELIs are hybrids of deposits/notes and options that may allow a bull, bear or strangle (trading range) bet. The return of ELIs is usually determined by the value of a single stock, a basket of stocks or an index at a future valuation date. In deciding whether to trade, you should be aware of the inherent risks: a) You may suffer capital loss should the price of the underlying shares go against your bet. In extreme cases, you may lose your ENTIRE Capital. b) The return on investment is predetermined by the terms specified in the ELI. So even if your view of the direction of the underlying stock price is correct, you will not gain more than the specified amount. c) The return payable for the ELI is determined at a specified time on the valuation date, irrespective of the fluctuations in the underlying stock price before or after that specific time. d) Unlike traditional time deposits, there is NO guarantee that you will get a return on your investment or any yield. e) You should be aware of potential default risk of the ELI issuers.

This statement does not disclose all of the risks and other significant aspects of trading in ELI In light of the risks, you should undertake such transactions only if you understand the nature of ELI and the extent of your exposure to risk. Trading in ELI is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objective, financial resources and other relevant circumstances.

#### 15. Risk of Trading Bonds

Investors should give careful considerations to the risk factors:, default/ credit, interest rate, exchange rate, liquidity, reinvestment/ call risk, equity, inflation and event risk.

There is a risk that the issuer may fail to pay you the interest or principal as scheduled. When the interest rate rises, the price of a fixed rate bond will normally drop, and vice versa. Moreover, longer-term bonds are more sensitive to interest rate changes than shorter-term bonds. It follows that the shorter a bond's term, the lesser the impact of such a discount on its value, and the lesser the impact that interest rate changes will have on its value. If your bond is denominated in a foreign currency, you face an exchange rate risk. You may not be able to sell your bond if the liquidity of the secondary bond market is low. Issuer may redeem the bond before maturity. If this happens and you have to re-invest the proceeds, the yields on other bonds in the market will generally be less favourable. If your bond is "convertible" or "exchangeable", you also face equity risk associated with a fall in stock price. It will usually cause the bond price fall. Inflation is therefore a serious concern for those who need to rely on the regular income from bonds. A corporate event such as a merger or takeover may lower the credit rating of the bond issuer. In case the corporate restructurings are financed by the issuance of a

large amount of new debt-burden, the issuer's ability to pay off existing bonds will be weakened.

#### 16. Risks of Trading Stock Options

A stock option is a financial contract based on single underlying stock which is traded on the Stock Exchange of Hong Kong. Two major types of options are CALL options and PUT options. A call option buyer has the right to buy the underlying stock at the strike price (i.e. pre-determined price) on or before the expiry day, while a call option seller has the obligation to sell the underlying stock at the strike price upon exercise on or before the expiry day. A put option buyer has the right to sell the underlying stock at the strike price on or before the expiry day, while a put option seller has the obligation to buy the underlying stock at the strike price upon exercise on or before the expiry day.

#### a) Variable degree of risk

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 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 "covered" by the seller holding a corresponding position in the underlying interest or another option, the risk may be reduced. If the option is not "covered", (known as "naked"), 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 purchase 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.

#### b) Terms and conditions of contracts

SFC CE Number:

You should should ask the firm with which you deal about the terms and conditions of the specific options which you are trading and associated obligations (e.g. the 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.

#### c) 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. 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 future, and the underlying interest and the option may not exist. This can occur when, for example, the interest 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".

Stock options involve a high degree of risk. Losses from options trading can exceed your initial margin funds and you may be required to pay additional margin funds on short notice. Failure to do so may result in your position being liquidated and you being liable for any resulting deficit. You must therefore understand the risks of trading in options and should assess whether they are right for you. You are encouraged to consult a broker or financial adviser on your suitability for options trading in light of your financial position and investment objectives before trading.

The above Risk Disclosure Statements are intended as a general guide to highlight the nature and features, and trading risks of certain types of securities and derivative products. We have endeavored to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy and reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions. For more relevant information, investors may visit the websites of HKEx at http://www.hkex.com.hk and the SFC at http://www.sfc.hk.

Trading in derivative products involve high risks. Investors should carefully consider whether trading in derivative products are appropriate in light of their investment experience, objective, risk appetite, financial resources and other relevant circumstances. Investors should have a thorough understanding of the products and the terms and conditions of the products being offered. If in doubt, investors should consult their brokers or other professional advisors before making any investment decision.

#### ACKNOWLEDGEMENT BY CLIENT

, 8	nd confirm that I/We have been provided with the above re invited to read the Risk Disclosure Statements, ask que	
Client Name	Client Signature	Date
	STAFF DECLARATION  Disclosure Statements in a language of the Client's choice and take independent advice if the Client wishes.	e and that the Client is invited to read
Name of Kingsway Staff / Agent	Staff / Agent Signature	 Date

## SUNWAH KINGSWAY 新華滙富

For Offical Use Only	
Account No.:	

# Specimen Signature Card 印鑑咭

<b>Name</b> 姓名	HKID/Passport No. 香港身份證 / 護照號碼	Signature(s) 簽名式樣
1.	_	
2.		
3.		
Company Chop 公司蓋章式樣 (For Corporate Account) (只限公司帳戶)		No. of Signature(s) Required 指示運作所需的簽名式樣數量 (for Joint & Corporte Account) (只限聯名及公司帳戶)
		Contact Person 聯絡人 (for Joint & Corporte Account) (只限聯名及公司帳戶)
		Date 日期:

## SUNWAH KINGSWAY 新華滙富

For Offical Use Only
Account No.:

# Specimen Signature Card 印鑑咭

<b>Name</b> 姓名	HKID/Passport No. 香港身份證 / 護照號碼	Signature(s) 簽名式樣
1.		
2.		
3.		
Company Chop 公司蓋章式樣 (For Corporate Account) (只限公司帳戶)		No. of Signature(s) Required 指示運作所需的簽名式樣數量 (for Joint & Corporte Account) (只限聯名及公司帳戶)
		Contact Person 聯絡人 (for Joint & Corporte Account) (只限聯名及公司帳戶)
		Date 日期:



#### Personal Information Collection Statement under the Hong Kong Investor Identification Regime (HKIDR), Overthe-counter Securities Transactions Reporting (OTCR) and Fast Interface for New Issuance (FINI)

I/we acknowledge and agree that Kingsway Financial Services Group Limited ("KFSGL") may collect, store, process, use, disclose and transfer personal data relating to me/us (including my CID and BCAN(s)) as required for KFSGL to provide services to me/us in relation to securities listed or traded on the Stock Exchange of Hong Kong ("SEHK") and for complying with the rules and requirements of SEHK and the Securities and Futures Commission ("SFC") in effect from time to time. Without limiting the foregoing, this includes

- a) disclosing and transferring my/our personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
- allowing SEHK to: (i) collect, store, process and use my/our personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight;
- allowing the SFC to: (i) collect, store, process and use my/our personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements;
- providing BCAN to Hong Kong Securities Clearing Company Limited ("HKSCC") allowing HKSCC to: (i) retrieve from SEHK (which is allowed to disclose and transfer to HKSCC), process and store my/our CID and transfer my/our CID to the issuer's share registrar to enable HKSCC and/or the issuer's share registrar to verify that I/we have not made any duplicate applications for the relevant share subscription and to facilitate IPO balloting and IPO settlement; and (ii) process and store my/our CID and transfer my/our CID to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing my/our application for the relevant share subscription or any other purpose set out in the IPO issuer's prospectus.

I/we also agree that despite any subsequent purported withdrawal of consent by me/us, my/our personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

#### Consequences of failure to provide personal data or consent

Failure to provide KFSGL with my/our personal data or consent as described above may mean that I/we will not, or will no longer be able to, as the case may be, carry out my/our trading instructions or provide me/us with securities related services (other than to sell, transfer out or withdraw my/our existing holdings of securities, if any).

#### **Confirmation and agreement**

I/we acknowledge that I/we have read and understand the above content. By signing on this consent, I/we agree and confirm Kingsway Financial Services Group Limited may collect, disclose, transfer, use and/or store any of my/our personal and trading information (including those relating to other individuals provided to Kingsway Financial Services Group Limited by me/us) in accordance with this consent, and agree to accept the terms of this consent.

5.6 of the Code

<i>Note</i> : The terms "BCAN" and "CID" used in this clause shall bear the meanings as defined in paragraph of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission."
Authorized Signature
Client Name:
Account Number:
Date:



#### **Copy of Documents provided to Client**

1.	Notice on Personal Data (Privacy) Ordinance			
2.	Notice on Prevention of Money Laundering and Terrorist Financing Guidance Note			
3.	Fees Schedule			
4.	Bank Account Details for clients' fur	nd deposits		
5.	Notice on HKEx's services for openi	ng "Investor Participant Account" or "Stock Segregated		
	Account with Statement Services" (fe	or Securities Account only)		
6.	Large Open Position Reporting (for Futures and Stock Options Accounts only)			
7.	"Best Execution Policy" in our Comp	pany website, <u>www.k88.com.hk</u>		
Expl	ained by Kingsway Staff	Acknowledged receipt by Client		
Staff Signature		Client Signature		
Name:		Name:		
Date	:	Date:		
unwah K	Gingsway Canital Holdings Limited			

Dear Client,

We refer to the Personal data (Privacy) Ordinance (the "Ordinance") which came into force in Hong

Kong in 1997. This legislation is concerned with the collection, use and storage of data relating to

individuals.

You have provided us with certain personal information which has enabled us or will enable us to

provide you with investment financial services. Such information includes your name, contact details,

and certain other details such as bank account information. The Ordinance applies to this information

and we are writing to you as part of our ongoing efforts to ensure compliance with the Ordinance.

The personal information that you have provided to us may be used for the following purposes: (a)

conducting credit enquiries or check on you through credit report agencies or any other person, both in

Hong Kong Special Administrative Region and overseas; (b) carrying out your instructions; (c) providing

you with investment management and dealing and related services; (d) providing you with information

concerning our business or the businesses of other members of the Kingsway Group; (e) observing any

legal, governmental or regulatory requirements; and (f) any further purposes related to the above.

In connection with the above purposes, we may provide personal data to (a) any agent or third party

service provider which provides financial, administrative, telecommunication, computer, payment or

securities clearing or other services to us in connection with the operation of our business; (b) statutory,

governmental or regulatory bodies or institutions as required by applicable law or regulations; (c) any

other persons, including the other members of the Kingsway Group who have undertaken to keep such

data confidential.

Under the legislation, you (a) may ask us whether we hold any data relating to you; (b) may request

access to that data; and (c) may request that any inaccuracies in that data be corrected. We may charge

you a reasonable fee for processing any data access request.

If you require access to data held by us in relation to you or would like information regarding our

policies in relation to the collection, use and storage of personal data you should contact our Compliance

Department, Kingsway Financial Services Group Limited, 7/F, Tower One, Lippo Centre, 89 Queensway,

Hong Kong.

Yours faithfully,

Kingsway Financial Services Group Limited



Dear Valued Customer,

Re: Prevention of Money Laundering & Terrorist Financing Guidance Note ("AMLGN") Issued by the Securities & Futures Commission ("SFC")

We thank you for your support in our dealing services. As you may be aware, the SFC has reminded all licensed corporations of the importance of prevention of money laundering in the financial industry and have established certain codes and guidelines ("Guidelines") which we, as a licensed corporation in the financial industry, must comply with. Pursuant to paragraph 9.5 of the AMLGN, the licensed corporations are reminded to take into account, among other things, frequent third party deposits or payments, along with other relevant information, to assess whether there are any suspicious transactions to be reported to the Joint Financial Intelligence Unit ("JFIU") or other appropriate authorities.

Please kindly note that third party deposits and/or payments are discouraged. However, pursuant to SFC guidelines, should you request a third party payment or should you deposit third party funds into your account, you must provide the identity of the third party, their relationship with you and the specific reason for the third party deposit or payment, as the case may be. Please be advised that pursuant to the Guidelines, we are required to report, without prior notification to you, all suspicious transactions, which include but are not limited to suspicious third party deposits or payments, to the JFIU or other appropriate authorities.

Accordingly, once you have deposited funds or cheque(s) into our designated bank account and if the source of funds comes from a third party acting on your behalf, please state your relationship with the third party and the reason for such deposit on your bank-in slip before you fax it to Kingsway. Similarly, if you request a payment to a third party, please state in the withdrawal form your relationship with the third party and the reason for such payment.

We would very much appreciate for your co-operation on the above arrangement and should you have any queries, please feel free to contact your Account Executive or our Customer Service Hotline at (852) 2283-7373.

Kingsway Financial Services Group Limited



# **Kingsway Financial Services Group Limited**

7/F., Tower One, Lippo Centre, 89 Queensway, H.K Tel: (852) 2283-7000 Fax: (852) 2877-1026 Email: <a href="mailto:customerservice@sunwahkingsway.com">customerservice@sunwahkingsway.com</a>

FEES AND CHARGES – HO	NG KONG SEC	CURITIES MARKET
	CHARGES FOR Note 1	FEE SCHEDULE
(A) TRADE-RELATED SERVICES	1	
◆ Transaction levy	SFC	0.0027% on transaction amount
◆ Trading fee	HKEX	0.00565% on transaction amount
◆ Stamp duty	HKSAR	0.13% on transaction amount
◆ FRC Transaction levy	FRC	0.00015% on transaction amount
♦ Brokerage commission	KSL	0.25% on transaction amount.
- Per contract note		(Subject to a minimum HK\$50.00 to HK\$100.00)
B) SCRIP HANDLING AND SETTLEMENT-RELATED SERVICES	<u> </u>	ΙΙΙΖΦ5 00 / f- ····
• Transfer deed fee (T/D fee)	HWCCC	HK\$5.00 / form
Express registration fee for physical share certificate #	HKSCC	HK\$100.00 handling charge + HK\$20.00 / share certificate
◆ Stock withdrawal fee		HK\$3.50 / board lot
◆ Stock withdrawal fee (Handling Fee)		HK\$50.00 / Stock
◆ Outgoing SI / ISI fee (including the fee charged by CCASS)	KSL	HK\$100.00 per transaction / HK\$50.00 per transaction
♦ Multi-counter transfer fee		HK\$5.00 per transaction
C) INFORMATION SERVICES	T	I
♦ Real-time price quote fee	KSL	HK\$380 (for worldwide) / HK\$258 (for Mainland China)
D) ACCOUNT MAINTENANCE	T	
<ul> <li>CCASS stock custody fee (fee calculated on month-end stock quantity balances in the account)</li> </ul>	HKSCC	HK\$0.012 / board lot
<ul> <li>Stock Segregated Account with Statement Services (if any)</li> </ul>		HK\$10.00 / month
<ul> <li>Dormant account charge (account inactive for more than two years)</li> </ul>	KSL	HK\$50.00 / month
E) NOMINEE SERVICES AND CORPORATE ACTIONS		
♦ CCASS charge of dividend		0.12% on dividend amount
◆ CCASS scrip fee (for registration & transfer fee)	HWOOG	HK\$1.50 / board lot
◆ Dividend claim fee + handling fee	HKSCC	0.12% + HK\$200.00 / claim
◆ Corporate actions fee (for rights issue only)		HK\$0.80 / board lot
♦ Handling fee for dividend claim from CCASS		HK\$5.00 / board lot. (Subject to a minimum HK\$200.00)
Handling fee for dividend received	1	0.50% on dividend amount. (Subject to a minimu HK\$20.00 and maximum HK\$2,500.00)
<ul> <li>Handling fee for collection of bonus shares, rights issue or warrants</li> </ul>	r KSL	HK\$30.00 per stock
♦ Handling fee for Cash / Open Offer		0.25% on gross offer amount. (Subject to a minimu HK\$20.00 and maximum HK\$5,000.00)
F) FINANCING AND OTHER SERVICES	4	
◆ Administration Fee of CIES		HK\$10,000.00 / year
♦ Interest rate for Margin clients		- 8% p.a. + (higher of Prime or HIBOR)**
<ul> <li>Debit balances in respect of outstanding margin call amount</li> <li>Debit balances other than described above</li> </ul>		- 2% p.a. + (higher of Prime or HIBOR)**
Interest rate for Cash clients     Overdue debit balances in the account	1	- 8% p.a. + (higher of Prime or HIBOR)**
♦ Interest bearing for free credit balance in the account	1	NIL for amount below HK\$1000 HK\$ savings rate p.a.* for amount of HK\$1000 and above
Payment to third party		HK\$100.00 / transaction
♦ CHATs payment		HK\$150.00 / transaction (HK\$500.00 if translation require
◆ TT payment (Overseas)	KSL	HK\$550.00 / transaction
◆ TT payment (Mainland China)	1	HK\$700.00 / transaction
Change of information in standing instruction	1	HK\$70.00 / request
Returned cheque fee	1	HK\$100.00 / transaction
◆ Cheque mark good	†	HK\$300.00 / transaction
Stop payment fee (including bank charges)	†	HK\$150.00 / transaction
Stop payment rec (including bank charges)      Handling fee for unidentified deposit	1	HK\$50.00 / deposit
Application fee for IPO – Financing / Non Financing	+	HK\$100.00 / HK\$50.00
	-	
Receiving statements by mail      Change for not monthly statement	-	HK\$100 / month
<ul> <li>Charges for past monthly statement</li> </ul>	1	HK\$100 / month

<sup>\*</sup> HK\$ savings rate shall be the HK\$ savings rate from time to time quoted by Standard Chartered Bank.

Note 1

HKSCC: Hong Kong Securities Clearing Company Limited

SFC: Securities and Futures Commission

HKEX: Stock Exchange of Hong Kong Limited

HKSAR: The Government of the Hong Kong SAR KSL: Kingsway Financial Services Group Limited

FRC: Financial Reporting Council

Above information may be changed from time to time according to applicable rules and regulations or changes in internal requirements on notice to you. You may request for a latest copy of this Fees and Charges schedule any time from your Account Executive.

<sup>\*\*</sup> The prime rate shall be the best lending rate from time to time quoted by Standard Chartered Bank. "HIBOR" stands for the Hong Kong Inter-Bank Offered Rate.

<sup>#</sup> Subject to the validity of the service rendered by HKSCC.

Bank Account Name

# 滙富金融服務有限公司

香港金鐘道89號力寶中心1座7樓電話: (852) 2283-7000 傳真: (852) 2877-1026電郵: customerservice@sunwahkingsway.com

# Bank Account Details

Banker's Name : Standard Chartered Bank (Hong Kong) Limited

Banker's Address : 4-4A, Des Voeux Road, Hong Kong

(HKD) 447-0-043744-7

Bank Account Number : (USD) 447-1-055682-1 (CNY) 447-1-776400-4

Kingsway Financial Services Group Limited

Quoting Message : Client Account No. and Name

OR

Banker's Name : Bank of China (Hong Kong) Limited
Banker's Address : No. 1, Garden Road, Hong Kong
(HKD) 012-875-1-115300-7

Bank Account Number : (INX) 012-875-1-113300-7 (CNY) 012-875-0-601185-7

Bank Account Name : Kingsway Financial Services Group Limited

Quoting Message : Client Account No. and Name

OR

Banker's Name : Hong Kong and Shanghai Banking Corporation Limited

Banker's Address : No. 1, Queen's Road, Hong Kong

Bank Account Number : (HKD) 502-406-929-292

Bank Account Name : Kingsway Financial Services Group Limited

Quoting Message : Client Account No. and Name

Please notify our Operations Department by telephone after deposit of fund into our bank account. In addition, please send the bank deposit advice to us, either by delivery or by fax, no later than 4:00 p.m. on the day of deposit for our recording on the same day. All deposit advices received after 4:00 p.m. will be recorded on the next Trading Day. Thank you for your kind attention.

Our telephone no. : (852) 2283-7373 Our fax no. : (852) 2877-1026

Our WhatsApp / WeChat no: (852) 98780424

# 本公司之銀行帳戶資料

 收款人銀行
 :
 渣打銀行(香港)有限公司

 收款人銀行地址
 :
 香港德輔道中 4-4A 號

(港元) 447-0-043744-7 (美元) 447-1-055682-1

銀行帳戶編號 : (美元)447-1-055682-1 (人民幣)447-1-776400-4

收款人 : 滙富金融服務有限公司

存款附註 : 存款人在本公司的客戶名稱及號碼

或

收款人銀行 : 中國銀行(香港)有限公司

收款人銀行地址 : 香港花園道1號

銀行帳戶編號 : (港元) 012-875-1-115300-7 (人民幣) 012-875-0-601185-7

收款人 : 滙富金融服務有限公司

存款附註 : 存款人在本公司的客戶名稱及號碼

或

 收款人銀行
 :
 香港上海匯豐銀行有限公司

 收款人銀行地址
 :
 香港皇后大道中1號

 銀行帳戶編號
 :
 (港元) 502-406-929-292

 收款人
 :
 滙富金融服務有限公司

存款附註 : 存款人在本公司的客戶名稱及號碼

客戶在存款於本公司銀行帳戶後,請即致電通知本公司營運部有關存款資料;客戶並須於即日下午四時前,把銀行的存款單據傳遞或傳真至本公司,以便本公司跟進,即日記帳。所有於下午四時後收到的存款單據,則會於下一個交易日才記帳,敬希垂注。

本公司之電話號碼: (852) 2283-7373 本公司之傳真號碼: (852) 2877-1026

本公司之 WhatsApp / 微訊號碼: (852) 9878-0424

Dear Valued Customers,

We thank you for your continuous support in Kingsway Financial Services Group Limited. From

time to time, we endeavor to extend valuable services to our customers.

We would like to take this opportunity to remind you that the Hong Kong Exchanges and

Clearing Company Limited (HKEx) has been providing the following services in respect of the

securities dealing for the investors:

(a) Investor Participant Account (IP)

(b) Stock Segregated Account with Statement Services (SSA)

Please kindly note that the HKEx will charge you with relevant fees for obtaining the above

services.

Should you require further information on the above services or would like to obtain the

application forms, please contact your designated Account Executive or our Customer Services

at (852) 2283-7719. With regard to the Investor Participant Account services, you may

alternatively contact the HKEx directly at (852) 2979-7000 or visit its website at

www.hkex.com.hk

We thank you for your attention and look forward to serving you again.

Yours faithfully,

Kingsway Financial Services Group Limited



### **Kingsway Financial Services Group Limited**

7/F., Tower One, Lippo Centre, 89 Queensway, H.K Tel: (852) 2283-7000 Fax: (852) 2877-1026 Email: customerservice@sunwahkingsway.com

# KINGSWAY ELECTRONIC TRADING SERVICE AGREEMENT

#### **Parties**

This Agreement is made between:

- (1) Kingsway Financial Services Group Limited ("KFSGL") and
- (2) the Subscriber.

This Agreement sets out the terms and conditions governing the use and access to the Service. All persons wishing to use or access the Service should read these terms and conditions carefully.

#### 1. Definitions

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Content" includes without limitation any content, software, data, information, chart, message, concept, idea, formula, process, material and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Service;

"Fees" means any subscription fee which is payable by the Subscriber associated with the Subscriber's use and/or access to the Service together with such other third party charges, access fees, royalties and other fees and charges as may be charged by KFSGL from time to time, and whether or not as agent, for the Subscriber's use and/or access to the Service and/or the on-line delivery of Content;

"Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China;

"Kingsway Website" means the Internet website operated by KFSGL or any of its related companies, including any information, services and facilities contained in the website and the software comprised in them;

"Service" means the real-time stock quotation, on-line services and electronic services provided by KFSGL or the Sources through Kingsway Website which the Subscriber wishes to access electronically via the Internet or otherwise;

"Sources" means all Content suppliers including but not limited to KFSGL, The Stock Exchange of Hong Kong Limited and other exchanges and third party information / data providers; and

"Subscriber" means any company, firm, partnership or individual who wishes to use the Service and has accepted the terms and conditions contained hereof in this Agreement and as named on the subscription form as the recipient of Service.

#### 2. Terms and Conditions

- 2.1 In consideration of the Subscriber paying Fees to KFSGL, KFSGL shall grant to the Subscriber a personal, non-exclusive, non-transferable and limited right and license to access the Service subject to any and all copyright notices or restrictions applicable to the Service and its Content. All Fees chargeable for the Service are payable in advance, on a monthly basis and are non-refundable either in whole or in part in any event whatsoever.
- 2.2 KFSGL may, at its sole and absolute discretion and at any time, add, amend, remove or alter, with or without prior notice to the Subscriber, the presentation, manner, form, substance, functionality of any Content.
- 2.3 KFSGL reserves the right at any time to (i) immediately terminate, suspend, revoke, limit, refuse or restrict the Subscriber's access to the Service in any manner with or without notice, where KFSGL is of the opinion that the Subscriber has failed to pay any Fees or breached any of the terms contained in this Agreement or that such action is appropriate, desirable or necessary in the opinion of KFSGL without being liable for any losses, damages, suits, claims, liabilities, costs or expenses suffered or incurred by the Subscriber, and any Fees paid by the Subscriber shall not be refunded; and (ii) amend the Fees or introduce new fees or amend any of the terms and conditions of this Agreement which amendments shall be notified to the Subscriber by posting them on-line or otherwise of which shall take effect 7 days after any such posting is made.
- 2.4 The Subscriber acknowledges that some Sources may provide additional contents ("Additional Content") which they may impose fees and/or royalties in addition to the Fees, for using or accessing such Additional Content. Should the Subscriber chooses to use or access such Additional Content, the Subscriber agrees and undertakes to pay such fees and/or royalties immediately upon demand by KFSGL. The Subscriber understands and acknowledges that the fees charged by such Sources may change from time to time and agrees to pay the effective amount incurred during the subscription period.
- 2.5 The Subscriber warrants that the information provided in the subscription form is true, accurate, current and complete and agrees to inform KFSGL promptly of any changes and furnish any additional documents or requested by KFSGL.
- 2.6 The Subscriber acknowledges and agrees that the Content are provided to the Subscriber for his/her personal use only. The Subscriber shall not adapt, reproduce, redirect, transmit, provide, supply, disseminate, alter, modify, sell, distribute, publish, broadcast, circulate or commercially exploit the Content or any part thereof in any manner without KFSGL's and/or the Source's express written consent or to use such Content or any part thereof for any unlawful purpose.
- 2.7 The Subscriber shall use and access the Service only in the manner as intended or specified in the Service. The Subscriber will not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of KFSGL's servers, its Content and/or any data areas for which the Subscriber has not been authorized by KFSGL.
- 2.8 The Subscriber shall not assign, transfer or sub-license all or any part of his/her rights or obligations under this Agreement.

#### 3. Disclaimer of Warranty and Limitations of Liability

- 3.1 The Subscriber expressly acknowledges that the Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Subscriber also acknowledges and agrees that the Service and all Content therein are provided to the Subscriber for general reference and shall be used for that purpose only. Neither the Service nor Content shall constitute any form of investment or professional advice and intend to be relied upon by users in making or refraining from making any specific investment or other decisions. Independent professional advice should be obtained before making any such decision. None of KFSGL, its subsidiaries, affiliates, servants, officers, agents, employees or the Sources gives any warranty or representation (save for those expressly stated in this Agreement), express or implied, of any kind whatsoever relating to the Service including any Content furnished through the Service, including without limitation, non-infringement of third party rights, merchantability or fitness for any particular purpose of use.
- 3.2 KFSGL and the Sources endeavor to ensure the accuracy and reliability of the Service and Content provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies, errors or omissions.
- 3.3 Any tools and/or utilities make available in Kingsway Website is for the convenience of the Subscriber and KFSGL does not make any assurances with regard to the accuracy of the result or output that derives from the use of any such tools and utilities.
- 3.4 KFSGL may provide links to other World Wide Web Sites ("Third Party Sites"). Use of such Third Party Sites is at the Subscriber's own risk. KFSGL is not responsible for damages or losses caused by any delays, defects, errors or omissions that may exist in the

**Kingsway Financial Services Group Limited** 

7/F., Tower One, Lippo Centre, 89 Queensway, H.K Tel: (852) 2283-7000 Fax: (852) 2877-1026

Email: customerservice@sunwahkingsway.com

services, information or other content provided in such site, whether actual, alleged, consequential or punitive. KFSGL makes no guarantees or representations as to and shall have no liability for any electronic content delivered by any third party or have any responsibility including without limitation, the accuracy, subject matter, quality or timeliness of any electronic content.

- 3.5 Neither KFSGL nor the Sources shall be liable to the Subscriber or anyone else for any direct, indirect, natural, consequential or incidental loss, costs or damages, or any special or punitive damages, or any injury caused in whole or in part by KFSGL's or the Sources' negligence, tortious act, default, breach, delay or omission in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event shall KFSGL, its subsidiaries, affiliates, servants, officers, agents, employees or the Sources be liable to the Subscriber or anyone else for any direct, indirect, natural, consequential, incidental, special, exemplary or punitive damages, including any loss of profits or savings, or for any third party claim of any nature whatsoever related to the Service or its use.
- 3.6 The Subscriber will indemnify and hold KFSGL and the Sources, their subsidiaries, affiliates, servants, officers, employees and agents, harmless against all claims, liabilities, losses, damages and expenses, including, without limitation, legal fees and costs arising out of or incurred as the result of any claims made, or litigation brought, against KFSGL and the Sources, their subsidiaries, affiliates, officers, agents, employees, servants and agents, as a result of the use by the Subscriber of the Content or the Service or part thereof.
- 3.7 The Subscriber understands and acknowledges that the Internet is, due to hackers, unpredictable traffic loads, hardware or system failure, computer virus and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond KFSGL's control. The Subscriber understands and acknowledges that, as a result of such unreliability, there may be failures, interruption, interventions, delays or errors in the transmission and receipt of the Service, the Content and any email messages sent as between KFSGL and the Subscriber. The Subscriber acknowledges and agrees to bear all such and related risks.

#### 4. Personal Information Collection and Privacy Policy Statements

- 4.1. KFSGL shall keep confidential all Subscriber's information derived from the registration for or use of the Services ("**Personal Data**") but in submitting the Personal Data, the Subscriber agrees that any such information may be used for the following purposes:
  - a) sharing, cross-checking and transferring that information with any associated and/or affiliated companies;
  - b) any purpose relating to or in connection with compliance with any law, regulation, court order of a regulatory authority including the provision of any such data to any such regulating authority which shall request the same;
  - any other purposes relating to or in connection with KFSGL's business or dealings or the business or dealings of any associated and/or affiliated companies.

#### 5. Termination

- 5.1 The Subscriber may terminate this Agreement at any time on the giving of one month's prior notice to KFSGL.
- 5.2 Except as provided in clause 2.3 above, KFSGL may terminate this Agreement forthwith at any time by notice to the Subscriber without giving any reason therefor.
- 5.3 Upon the effective date of termination of this Agreement (i) all rights, licenses and other privileges granted to the Subscriber under the terms of this Agreement shall forthwith cease; and (ii) the Subscriber will not be entitled to a refund of any Fees which have been paid in advance on the termination of this Agreement.
- 5.4 The Subscriber acknowledges and agrees that KFSGL's rights and remedies against the Subscriber shall survive the termination of this Agreement.

#### 6. General

- 6.1 If any term or provision in this Agreement shall in whole or in part be held to any extent to be invalid, illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
- 6.2 The Subscriber acknowledges and agrees to the Personal Data Protection Statement as shown, and amended from time to time, in Kingsway Website.
- 6.3 The Subscriber acknowledges and agrees that any failure or delay on the part of KFSGL in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise by KFSGL of its right shall preclude further exercise.
- 6.4 This Agreement shall be governed and interpreted in accordance with the laws of the Hong Kong and both parties hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong.
- 6.5 All notices and communications to the Subscriber may be effectively given by sending them by e-mail or facsimile transmission to the Subscriber's e-mail address or facsimile number as given in the subscription form or by delivering or mailing them by post addressed to the Subscriber at the address given in the subscription form.
- 6.6 The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) shall not apply to this Agreement and unless specifically herein provided, no person other than the parties to this Agreement shall have any rights under it nor shall it be enforceable by any person other than the parties to it.

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# 滙富金融服務有限公司

香港金鐘道89號力寶中心1座7樓電話: (852) 2283-7000 傳真: (852) 2877-1026電郵: customerservice@sunwahkingsway.com

# Subscription Form for K88 Information Service K88 報價服務申請表格

Name (Mr./Ms./Co.): 姓名 (先生/小姐/公司):
Account No.: 帳戶號碼:
Telephone & Fax: 電話及傳真:
E-mail Address: 電郵地址:
The Information Service provides in-depth coverage of real-time stock quotes, technical analysis tools and real-time news for only HK\$ 380 per month.*
我們的報價服務包括全面深入的即時股票報價,技術分析和即時新聞,月費僅為港元 380 *。
Please Choose Payment Method 請選擇付款方式:
1. Direct debit from Kingsway Financial Services Group Limited for the month(s) of,20
由滙富金融服務有限公司戶口自動轉賬付款以支付20年月
份至月份之月費。
Account Name 戶口名稱:
Account No. 戶口號碼:
Signature 簽署
Date 日期:

We shall take all steps to ensure that your personal data is recorded accurately and kept in a secure and confidential format. Such data will only be used within the Kingsway Group for the purpose relating to the provision of related services or products. If you do not wish to receive information other than the above, please write to our Personal Data Officer at 7/F., Tower One, Lippo Centre, 89 Queensway, H.K.

<sup>\*</sup> The above charge is subject to change from time to time. 以上收費可被更改。

<sup>\*</sup> The charges for China user is \$258, and the service is available in Mainland only. 國內用戶只收\$258,但服務只供國內使用。

Account name:	
Account no.:	("my/our Account")

Date:

To: Kingsway Financial Services Group Limited 7/F., Tower One,
Lippo Centre,
89 Queensway, H.K

Dear Sirs,

# **Initial Public Offering ("IPO")**

I/We, the undersigned client, wish to apply for your services for subscribing for shares in companies conducting public offerings of their shares (the "**Public Offer**") and, if applicable, margin loan facility (the "**Loan**"). I/We agree that my/our instructions to you subscribing for shares in any Public Offer may be made to you by any means, including, but not limited to telephone or fax, and subject to the following terms and conditions:

# Part A: Application for Shares under the Public Offer

1. I/We hereby irrevocably and unconditionally request and authorize you at my/our expenses and risks to make or procure your nominee to make an application (the "Application") on my/our behalf for all those shares in the specified quantity (the "Application Shares") in the share capital of the relevant company (the "Company") in the Public Offer at the offer price on the terms and conditions set out in the prospectus of the Company (the "Prospectus") and the application forms (the "Application Form") in such manner as you may in your absolute discretion deem fit. The Application shall be effected on my/our behalf by paying the subscription money in the specified amount being the entire subscription money or where applicable being the money in my/our account towards part of the subscription money together with the amount of the Loan to be applied for (collectively, the "Subscription Money") and delivering the duly completed yellow application form or any alternate means to the receiving bank as set out in the Prospectus and Application Form.

For this purpose I/we hereby irrevocably and unconditionally request and authorize you as follows:

- (a) arrange, sign and execute such Application Form, instruments and/or documents in your name or any of your nominees as may be necessary in connection with my/our Application for the Application Shares.
- (b) submit the Application Form in your name or any of your nominees for my/our Application for the Application Shares together with such cheques, banker's cashier orders or any other payment instruments as prescribed in the Prospectus and Application Form and to do all other acts and/or things as may be necessary in connection therewith.

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- (c) register and hold in your name or any of your nominees such shares allotted or issued under any successful Application as aforesaid as nominees for and on my/our behalf.
- (d) accept my/our application to you by any means, including, but not limited to, telephone or fax, as valid and sufficient instructions for you to act on my/our behalf. You shall not be under any duty to verify the identity of the person or persons giving telephone or fax instructions purportedly made by me/us.
- 2. I/We hereby further undertake, acknowledge and agree:
  - (a) to indemnify you against all losses, damages, claims, actions, demands, proceedings whatsoever and howsoever arising or suffered by you in or about or consequent upon the exercise of your power and duties in connection with the Application and this facility (where applicable).
  - (b) to debit my/our Account with you or pay you upon demand such money as will be required to meet the payment for my/our Application for the Application Shares including but not limited to the purchase price, brokerage, stamp duty, exchange levy, financing charges, custodian charges, application fees and such other charges or payment and you are authorized to settle such payment by debiting my/our Account with you.
  - (c) that the Application for the Application Shares will be made for my/our account and risk and you will not be liable for any act, omission, negligence or default whatsoever including but not limited to those of the issuing houses, underwriters, receiving banks, share registrar and respectively their officers, employees and agents.
  - (d) that I/we have not relied on any information, representation, warranty or whatsoever supplied or made by you or any of your affiliates, associates, officers or employees and, in particular, you are not acting as my/our investment adviser in my/our Application for the Application Shares.
  - (e) that I/We agree and undertake to apply for the Application Shares and to accept and take up the Application Shares or any lesser number of shares allocated to me/us (the "Allotted Shares") on the terms and conditions set out in the Prospectus and the Application Form and subject to the memorandum and articles of association or bye-laws of the Company.
  - (f) that my/our Application will be the only one made or intended to be made to benefit me/us or the person for whose benefit I am/we are applying and I/we have not made any application under a placing tranche (if applicable). I/We understand that this declaration/representation will be relied upon by the Company in deciding whether or not to make any allotment of shares in response to the Application.
  - (g) that information and personal data provided by me/us am/are required by you and any of your agents to perform services relating to my/our Application for the Application Shares and to observe any rules, legal or regulatory

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requirements including the disclosures of such data to certain regulatory bodies. Also, you may provide such information or data to any agent, representative or associate that provides services in connection with my/our Application for the Application Shares.

- (h) that I/we apply for the Application Shares solely and entirely for my/our own benefit or the person for whose benefit I am/we are applying. I/We hereby undertake not to apply for the Application Shares if I am/we are connected or acting in concert with any of the directors of the Company, the chief executives, and/or substantial shareholders of the Company or any of its subsidiaries or their respective associates (as defined in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited).
- (i) that I/we have carefully read the Prospectus and the Application Form. My/Our Application for the Application Shares complies with, and does not breach any of the laws, regulations and restrictions in all applicable jurisdictions and conditions of the Public Offer.

# Part B: Application for the Loan

- 1. I/We understand that you reserve all rights to approve any margin application that I/we apply. I/We agree to pay you interest which will accrue from day to day on the Loan or any outstanding amount from time to time at a rate fixed by you on the basis of a 365-day year and that you also reserve all rights to adjust the interest rates, financing percentages and margin limits at any time without prior notice.
- 2. I/We understand that you will confirm the final interest rate for the Loan at the cut-off date of the Public Offer application.
- 3. Subject to clauses 4 and 5 below, the whole amount of the Loan together with all accrued interest thereon and other charges and costs in respect of my Application including but not limited to application fee, financing charges, brokerage, transaction levy and stock custodian charges (together the "Indebtedness") shall be repayable by me/us to you on demand or on the maturity date to be agreed between you and me/us (the "Maturity Date").
- 4. In the event of: (a) any moneys paid in connection with the Application being refunded by or on behalf of the Company; and/or (b) the sale of all or any of the Allotted Shares in the Company issued pursuant to the Application, there shall immediately be payable by me/us to you (to the extent that any of the Indebtedness remains outstanding) the amount refunded by or on behalf of the Company or the net proceeds of sale of such Allotted Shares, as the case may be.
- 5. Until such time as the Indebtedness is fully repaid by me/us, any Allotted Shares and any Subscription Money refunded by or on behalf of the Company shall be held on trust in your favour and you shall be free to dispose of and to apply the proceeds thereof (including the Subscription Money refunded) in or towards reducing or discharging the Indebtedness.
- 6. In the event that any Indebtedness remains outstanding after the Maturity Date or if the Subscription Money refunded and/or the net proceeds after the sale of the

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Allotted Shares is insufficient to repay the Indebtedness, you shall have the right to debit my/our Account with you or sell any of my/our shares in my/our Account for payment of the Indebtedness.

7. To the intent that the security hereby constituted shall constitute a continuing security for the repayment of the Indebtedness, by accepting the terms of this letter, I/we will be treated as having charged to you by way of first legal charge: (a) the Allotted Shares; and (b) all sums from time to time held by you for my/our Account, including but not necessarily limited to all Subscription Money refunded by or on behalf of the Company and the net proceeds of sale of all or any of the Allotted Shares.

I/We understand that the information contained in this letter should not be construed as an offer, invitation, inducement or representation of any kind or form whatsoever.

I/We have the right to withdraw my instruction under this letter by giving you five (5) business days' written notice provided that I/we do not have any outstanding debts owed to you at that time

This letter has been fully explained to me/us, and I/We fully and completely understand the contents of this letter. I/We shall sign and return this letter to you to confirm my/our agreement to this letter and my/our instructions.

This letter shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and I/we irrevocably submit to the exclusive jurisdiction of the Hong Kong Courts.

Yours faithfully
Client Signature (with company chop, if applicable)
Client Name:

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### **Kingsway Financial Services Group Limited**

7/F., Tower One, Lippo Centre, 89 Queensway, H.K Tel: (852) 2283-7000 Fax: (852) 2877-1026 Email: customerservice@sunwahkingsway.com

# **Corporate Cash Account Opening Documentation Checklist**

- 1. Client Information Statement
- 2. Client's Account Agreement
- 3. Risk Disclosure Statement
- 4. Checklist for A/C Documents Received
- 5. Unlimited Guarantee
- 6. Minutes of the Board of Directors' Meeting
- 7. Specimen Signature Cards
- 8. Standing Authority
- 9. CRS & HKIDR Form
- 10. Certified True Copy

### HONG KONG COMPANY

- Form AR, Form D2 and Form D3
- Memorandum & Articles of Association
- Business Registration Certificate
- Certificate of Incorporation

### NON HONG KONG COMPANY

- Memorandum & Articles of Association
- Certificate of Incorporation
- Register of Share / Members & Register of Directors
- Certificate of Incumbency (Within 6 Months)
- Certificate of Good-Standing (Within 6 Months)
- 10. ID or Passport Copy of Director(s), Authorised Person(s), Beneficial Owner(s) and Guarantor(s)
- 11. Address Proof within 3 Months of the Company, Directors(s), Authorised Person(s) & Beneficial Owner(s) and Guarantor(s)
- 12. Name Card(s) of Authorised Person(s)
- 13. K88 Information Service Agreement
- **14. Subscription Form For K88 Information Service** (for clients who subscribe real-time stock quotes only).

#### NOTES TO CLIENT:

- 1. Witness\* has to sign on cash client's agreement and all relevant documents.
- 2. Please complete, sign and return all necessary agreements provided together with certified true copies of the supporting documents\* required.
- 3. All cheques should be crossed, non-bearer and made out to **KINGSWAY FINANCIAL SERVICES GROUP LIMITED**. The account name and number should be written below the cheque issuer name.
- 4. Combined Statement of Account & contract notes, monthly statement and other often occurring mail will be sent to the corresponding address written on the Client Information Statement directly.

<sup>\*</sup>Witness of client's signature and certified true copies shall be Kingsway's staff member, a Justice of the Peace or a professional person such as a branch manager of a bank, certified public accountant, lawyer or notary public.