第一上海 FIRST SHANGHAI GROUP

Account No.: _____

A.E. code: _____

FIRST SHANGHAI SECURITIES LIMITED

THIS AGREEMENT is made the _____ day of _____ 20 _____

BETWEEN

(1) **FIRST SHANGHAI SECURITIES LIMITED**, (SFC-CE No. ABV488) whose registered office is situate at Room 1903, Wing On House, 71 Des Voeux Road Central, Hong Kong (the "**Broker**"); and

(2) **The party or parties whose name(s), address(es) and description(s) are set out in the Account Opening Information Form below** (the "**Client**")

ACCOUNT OPENING INFORMATION FORM – CORPORATE ACCOUNT

1. Account Type		
Account Type	☐ Cash Account - Client Account ☐ Cash Account - Proprietary Account	☐ Margin Account -Client Account ☐ Margin Account -Proprietary Account
Internet Trading Services	☐ Yes ☐ No	
Request to Trade Products (Other than Stocks)	☐ OTC Risk Products ☐ Products that are only offered to PI ☐ Others: _____(please specify)	

***Risk Products mean investment funds, bonds and derivatives *PI means Professional Investor defined under SFO**

2. Client Particulars			
Client Name (English)			
Client Name (Chinese)			
Place of Registration	☐ Hong Kong ☐ Others:_____	Date of Incorporation	DD / MM / YYYY / /
Certificate of Incorporation No.		Business Registration No.	
Registered Address	(Room/Floor/Building/ Estate/Street) (District) (City/Province/State) (Country) (Postal Code)		
Business Address (If different from the registered address)	(Room/Floor/Building/ Estate/Street) (District) (City/Province/State) (Country) (Postal Code)		
Correspondence Address (If different from the business address)	(Room/Floor/Building/ Estate/Street) (District) (City/Province/State) (Country) (Postal Code)		
Office Tel No.	(Country Code) - (Area Code*) - Phone No. *If there is no Area Code, please leave it blank ( ) - ( ) -		
Mobile Phone No.	(Country Code) - (Area Code*) - Phone No. *If there is no Area Code, please leave it blank ( ) - ( ) -		
Fax No.	(Country Code) - (Area Code*) - Fax No. *If there is no Area Code, please leave it blank ( ) - ( ) -		
Correspondence E-mail Address			
Nature of Business	☐ Retail ☐ Logistics ☐ Hotels ☐ Education ☐ Finance ☐ Manufacturing ☐ Travel and Tourism ☐ Utilities ☐ Insurance ☐ Engineering ☐ Transportation ☐ Business Services ☐ Legal ☐ Building & Construction ☐ Communications ☐ Gambling ☐ Real Estate ☐ Wholesale/Export & Import ☐ Healthcare Services ☐ Money Exchange ☐ Catering ☐ Information Technology ☐ Licensed non-Government Organization ☐ Sauna/Entertainment ☐ Others (please specify): _____		
In case of Financial Institution	☐ Licensed Broker ☐ Fund Manager ☐ Trustee		
Latest Annual Profits After Tax (HK$)	☐ < 8,000,000 ☐ 8,000,000 - 20,000,000 ☐ > 20,000,000		
Net Worth (HK$)	☐ < 8,000,000 ☐ 8,000,000 - 20,000,000 ☐ > 20,000,000		
Source of Income/Asset (More than one option can be chosen)	☐ Business Income ☐ Investment by Ultimate Beneficial Owner ☐ Investment Income ☐ Sale of Property/Asset ☐ Others (please specify): _____		

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3. Corporate Structure

The ultimate Beneficial owner(s) who hold(s) 10% or more of the beneficial interest of the Corporate

Name	Nationality	ID/Passport No. and (if a U.S. Person) US Taxpayer Identification No. ("TIN")	Residential Address and Permanent Address (if different)	% of holding

Please provide the below information of the ultimate beneficial owner if he/she wholly owns the Corporate Client which does not have day-to-day business or otherwise:

Place of Birth	
Date of Birth	DD / MM / YYYY / /
Education Level	☐ Primary or below ☐ Secondary ☐ University or above
Employment Status	☐ Employed ☐ Self-Employed ☐ Unemployed ☐ Retired ☐ Student ☐ Housewife ☐ Others (please specify): _____
Name of Employer / Self-owned Business	
Position	
Office Address	(Room/Floor/Building/ Estate/Street) (District) (City/Province/State) (Country) (Postal Code)
Office Tel No.	(Country Code) - (Area Code*) - Phone No. *If there is no Area Code, please leave it blank ( ) - ( ) -
Company E-mail Address	
Nature of Business	☐ Retail ☐ Logistics ☐ Hotels ☐ Education ☐ Finance ☐ Manufacturing ☐ Travel and Tourism ☐ Utilities ☐ Insurance ☐ Engineering ☐ Transportation ☐ Business Services ☐ Legal ☐ Building & Construction ☐ Communications ☐ Gambling ☐ Real Estate ☐ Wholesale/Export & Import ☐ Healthcare Services ☐ Money Exchange ☐ Catering ☐ Information Technology ☐ Licensed non-Government Organization ☐ Sauna/Entertainment ☐ Professionals (e.g. Solicitors) ☐ Others (please specify): _____
Annual Income (HK$)	☐ < 200,000 ☐ 200,000 - 1,000,000 ☐ > 1,000,000
Net Worth (HK$)	☐ < 8,000,000 ☐ 8,000,000 - 20,000,000 ☐ > 20,000,000
Source of Income/Asset (More than one option can be chosen)	☐ Salary/Business Income ☐ Investment Income ☐ Savings ☐ Rental ☐ Pension ☐ Inheritance/Gift ☐ Others (please specify): _____

Shareholder Information (if different from the ultimate beneficial owners)

Name	Address	% of holding

Director Information			
Name	Nationality	ID/Passport No.	Address

4. Address of Legal Process Service (Applicable to non-Hong Kong Corporate Client)

The Corporate Client not being a Hong Kong corporate irrevocably appoints_____(Name) of

_____

_____(**Hong Kong Address**) as agent for the purpose of accepting service of legal process herein.

5. Statement Delivery Method

Delivery Method	☐ Send to the Correspondence E-mail Box	☐ By Post to Correspondence Address	
Language	☐ Traditional Chinese	☐ Simplified Chinese	☐ English

Note: Monthly postal fee will be charged if postal statement is required.

6. Designated Bank Account

As required by the Broker, the Client hereby designates the below Designated Bank Account held in the name of the Client for the making of all withdrawals of the Client's money unless otherwise Client's written instruction accepted by the Broker :

Bank Name	
Bank Account No.	
Bank Account Name	
Bank Address	

The Client hereby agrees and confirms that:

(1) The Broker will process the Client's instruction with the above bank account name (in Simplified Chinese/Traditional Chinese / English) provided. If the transfer payment is withheld, delayed, refused or returned because the above information is incorrect, incomplete or different from or inconsistent with the information maintained by the Bank or for whatever reasons, the Broker shall not be liable for any loss or damage relating to or resulting from the above mentioned;

(2) The Broker needs time to process and reserves the rights to withhold, withdraw and refuse to accept the Client's instruction for whatever reasons;

(3) The Client shall solely and wholly be responsible for any disputes, losses, liabilities and the relevant risks, which may arise from the fund transfer (including fund withdrawal and deposit). The Client agrees to pay interest in respect of any debit balance on the Client's securities Account after fund withdrawal;

(4) The funds to be transferred (including fund withdrawal and deposit) and the purpose of transfer are not involved in terrorist financing activities, proceeds of drug trafficking and/or proceeds of organized and serious crimes;

(5) The Client shall refer to fee schedule for fund withdrawal; and

(6) The Client has enquired with the receiving bank and confirmed that the receiving bank would receive the funds to be transferred from the Broker.

7. Investment Objective and Experience

Investment Objective (More than one option can be chosen)	☐ Long Term Investment	☐ Generating Income	☐ Hedging	☐ Speculation
Risk Tolerance	☐ Aggressive	☐ Growth Strategies)	☐ Moderate	☐ Conservative
Investment Experience (More than one option can be chosen)	☐ Shares	☐ < 1 year	☐ 1-3 year(s)	☐ > 3 years
	☐ Warrants/Share Options	☐ < 1 year	☐ 1-3 year(s)	☐ > 3 years
	☐ Futures	☐ < 1 year	☐ 1-3 year(s)	☐ > 3 years
	☐ Bonds/Funds	☐ < 1 year	☐ 1-3 year(s)	☐ > 3 years

The nature of the activity that is to be undertaken through the relationship with the Broker is:

Securities Trading and _____ (if any other activity).

Note: Depending on the type of investment product, the Client may need to complete additional form(s) before trading (e.g. over-the-counter bonds or funds).

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8. Derivatives Knowledge

(1) Does the person(s) responsible for making investment decisions ("MIDP") on behalf of the Client have Derivatives Knowledge?

☐ Yes ☐ No, but the MIDP confirms that the MIDP has read and understood the additional risk disclosure statements - Derivatives traded on Exchange included in the Client Account Agreement.

(2) If yes, how did the MIDP acquire the relevant knowledge of derivatives?

☐ The MIDP has trading experience in any kinds of derivatives products, for example at least 5 transactions of any derivatives products in the past three years.

☐ The MIDP has undergone training or attended courses on derivatives products.

☐ The MIDP has working experience involved in derivatives.

☐ Others (please specify): _____

Note: Derivatives products include warrants, callable bull/bear contracts, share options, equity-linked notes, exchange traded funds, futures, etc.

9. Disclosure of Information

(1) What is the Account type?

☐ Company/House account ☐ Client Account ☐ Trust/Fund Account ☐ Others, please specify: _____

(2) Will the Client use the China Connect Securities Trading Service of the Broker?

☐ Yes ☐ No

If Yes, please provide the CCEP/TTEP Participant ID : _____ (Applicable to Exchange Participant Client)

(3) Is the Client's ultimate beneficial owner (not applicable to listed companies) a staff member of a licensed/registered corporation under the Securities and Futures Commission of Hong Kong? (If Yes, please provide employer's consent letter for opening of the Account.)

☐ No ☐ Yes Name of licensed/registered corporation: _____

(4) Is the Client or its ultimate beneficial owner a connected person (such as director or substantial shareholder) of any listed company or its subsidiary?

☐ No ☐ Yes Name of listed company: _____ Relationship: _____

(5) Is the Client or its ultimate beneficial owner currently or previously an individual entrusted with prominent public function ("PFI") or the spouse, partner, child or parent or the child's spouse or partner or close associates (inter alia business partner and trustee) of PFI?

☐ No ☐ Yes Please specify: _____

(6) Does the Client or its ultimate beneficial owner have any relationship with any staff member of the Broker or directors of First Shanghai Investments Limited or its subsidiaries?

☐ No ☐ Yes Name of director/staff: _____ Relationship: _____

(7) Is the member of the Client's same group of company(ies) currently maintaining account with the Broker?

☐ No ☐ Yes Account Name: _____ A/C No.: _____

(8) Does the Client or its ultimate beneficial owner, either alone or with his/her spouse, control 35% or more of the voting rights of any client of the Broker?

☐ No ☐ Yes, details as below:

A/C No.	Account Name
(1)	
(2)	
(3)	

10. Client's United States Status

(1) Is the Client or the Client's ultimate beneficial owner a United States Entity or Person ("U.S. Entity or Person") defined under the Foreign Account Tax Compliance Act ("FATCA")?

☐ No ☐ Yes U.S. Taxpayer ID No.:_____

(2) What is the Client status under the FATCA?

☐ Participating Foreign Financial Institution (Participating "FFI"), please provide GIIN:_____

☐ Certified deemed-compliant FFI. If registered, please provide GIIN:_____

☐ Passive Non-Financial Foreign Entity

- ☐ The Client does not have substantial (10% or more ownership) U.S. owner
- ☐ The Client has substantial U.S. owner (please provide particulars)

☐ Others (please specify): _____

11. Tax Residency Status - Automatic Exchange of Financial Account Information

(Terms used herein shall have the same meaning defined in the Inland Revenue Ordinance, unless the context provides otherwise)

Part 1 Client Type

Tick one of the appropriate boxes and provide the relevant information.

Financial Institution	☐ Custodial Institution, Depository Institution or Specified Insurance Company ☐ Investment Entity, except an investment entity that is managed by another financial institution (e.g. with discretion to manage the entity's assets) and located in a non-participating jurisdiction
Active Non-Financial Entity ("NFE")	☐ NFE the stock of which is regularly traded on _____, which is an established securities market ☐ Related entity of _____, the stock of which is regularly traded on _____, which is an established securities market ☐ NFE is a governmental entity, an international organization, a central bank, or an entity wholly owned by one or more of the foregoing entities ☐ Active NFE other than the above (Please specify _____)
Passive NFE	☐ Investment entity that is managed by another financial institution and located in a non-participating jurisdiction ☐ NFE that is not an active NFE

Part 2 Controlling Persons (Complete this part if the entity type of the Client is a passive NFE)

Indicate the name of all controlling person(s) of the Client 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.

Complete Self-Certification Form – Controlling Person for each controlling person.

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

Part 3 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN")

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the Client is a **resident for tax purposes** and (b) the Client's TIN for each jurisdiction indicated. Indicate **all** (not restricted to five) jurisdictions of residence.

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

If the Client is not a tax resident in any jurisdiction (e.g. fiscally transparent), indicate the jurisdiction in which its place of effective management is situated

If a TIN is unavailable, provide the appropriate reason A, B or C:
Reason A - The jurisdiction where the Client is a resident for tax purposes does not issue TINs to its residents.
Reason B - The Client is unable to obtain TIN. Explain why the Client is unable to obtain a TIN if he/she has selected this reason.
Reason C - TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed

Jurisdiction of Residence	TIN	Enter Reason A, B or C if no TIN is available	Explain why the Client is unable to obtain a TIN if he/she has selected Reason B
(1)			
(2)			
(3)			
(4)			
(5)			

12. Declaration

The Client declares that:

(1) The information provided above is true, complete and correct;
(2) The Client will notify the Broker immediately of any update on the above information;
(3) The Client acknowledges and agrees that (a) the information contained in this Account Opening Information Form is collected and may be kept by the Broker for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the Client and any reportable account(s) may be reported by the Broker 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 Client 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);
(4) The Client undertakes to advise the Broker of any change in circumstances which affects the Client's tax residency status recorded in this Account Opening Information Form or causes the information contained herein to become incomplete, misleading or incorrect and to provide the Broker with updated information and a suitably updated form (e.g. Self-Certification Form) immediately; and

Additional Declaration of Corporate Client with Chinese Mainland Investor*:

The Client declares that:

(1) all funds of the Client provided or to be provided by the shareholder(s) and/or beneficial owner(s) of the Client who are Chinese Mainland Investors ("Funds Providers") to the Client which support or will support and/or are or will be used to support the Client's investment activities and related settlements in the Account are from lawful sources outside of the Chinese Mainland; The client confirms that all funds which support the investment activities and related settlements are from lawful sources outside of the Chinese Mainland;
(2) neither illegal nor non-compliant actions such as foreign exchange ("FX") evasion, illegal FX arbitrage, illegal FX transactions, evasion of FX limit control have ever been carried out by the Client and/or (to the Client's knowledge after having conducted reasonable due diligence) the Funds Providers, in respect of the funds in the Account, and no violation of provisions of the administration of FX promulgated by the State Council of the People's Republic of China (or its branches) on FX management has been or is incurred by the Client in connection with the opening and maintenance of the Account, and the Client agrees that FSSL shall close the Account if the Client's funding sources are subsequently found to be unlawful or in violation of any such capital control regulations;
(3) all identity documents and related supporting documents and information (including any copies or electronic images) provided to FSSL for the opening/ maintenance of the Account or other relevant purposes are true, accurate, complete, genuine and not misleading, and have not been forged, altered or tampered with, and that we do not have any account that was previously closed or suspended by any licensed corporation(s) or registered institution(s) due to the use of questionable or forged documents;
(4) the Client undertakes to notify FSSL in writing within 7 business days if there are any changes to the information provided in this Declaration Letter;
(5) the Client confirms and acknowledges that upon the requests from the relevant law enforcement agencies or regulatory authorities, FSSL may disclose the Client's relevant information including the account opening information and transaction information;
(6) the Client agrees and undertakes that the Client will make use of bank account(s) held in the Client's own name with banks licensed in Hong Kong or supervised by banking regulators in Eligible Jurisdictions** for settlement purposes, and ensure that all future deposits and withdrawals for the Account are conducted exclusively through these bank account(s);
(7) the Client agrees and undertakes that the Client shall indemnify and keep indemnified FSSL, its affiliates, and its and their directors, officers, employees and agents on demand against any and all losses, damages, liabilities, claims, actions, proceedings, costs and expenses of whatever nature (including all legal costs on a full indemnity basis and all regulatory, investigation, enforcement, settlement and remediation costs) suffered or incurred or to be suffered or incurred by any of them, arising out of, in connection with or as a result of: (i) any breach by the Client of any representation, warranty, confirmation, declaration, clause or obligation contained herein; or (ii) any statement, representation, warranty, confirmation, declaration, acknowledgement or undertaking given by or on behalf of the Client being or becoming untrue, incorrect, incomplete or misleading in any respect;
(8) the Client fully understands the obligations in this Declaration.

Remarks:

* "Chinese Mainland investor" refers to an individual investor who uses either or both a China Exit-entry Permit and a passport issued by the People's Republic of China as an identification document according to a Registered Institution's records or when opening the Account.

** The list of "Eligible Jurisdictions" can be accessed on the SFC's webpage under "Acceptable account opening approaches" (https://www.sfc.hk/en/Rules-and-standards/Account-opening/List-of-eligible-jurisdictions-for-remote-onboarding-of-overseas-individual-clients)

13. Cash Account Execution

Cash Account for securities trading:

Client Account Agreement and Risk Disclosure Declaration

REQUEST, ACKNOWLEDGEMENT AND DECLARATION

Please open a securities trading Account in the Client's name for the purpose of buying and selling Securities in cash. By signing below, the Client hereby declares that the Broker has sent to the Client and the Client has received the account opening documents ("Agreements") including but not limited to this Account Opening Information Form, the Client Account Agreement and the Margin Client Agreement and the Client has read, understood and agreed to the terms and conditions ("Terms") of the Agreements and as a part of the Terms, the Risk Disclosure Statements (including any additional risk disclosure statements), which have been provided in the Client's language of choice (English or Chinese); and that the Client was invited to read the Risk Disclosure Statements, to ask questions and if the Client wishes, to take independent advice and the Client hereby agrees to be bound by the Agreements and relevant schedule(s) and supplement(s) as the same may be amended from time to time.

The additional risk disclosure statements include but not limited to risks related to Derivatives traded on the Exchange.

the date first above written or

_____

Authorized Signature(s) and/or Business Chop

_____ _____

Witness Signature Name of Witness

Declaration Made by a Licensed Representative

I, the undersigned, have provided the Risk Disclosure Statements in a language of the Client's choice and have fully explained the contents of Risk Disclosure Statements (including any additional risk disclosure statements) to the Client. I have invited the Client to read the Risk Disclosure Statements, ask questions and seek independent advice if the Client wishes.

the date first above written or

_____

Signature of licensed representative

_____ _____

Name of licensed representative C.E. Number

14. Margin Account Execution

If the Client requests the Broker to provide the Client with margin financing for Securities trading and open a margin account in the name of the Client ("Margin Account"), please sign as below.

If applicable, the date of my/our request to change from the Cash Account to Margin Account is _____.

Margin Facility:

Authorization under Section 148 of Securities and Futures Ordinance (Cap.571)

The Client hereby authorizes and agrees that during the subsistence of the margin facilities between the Broker and the Client and whether or not the Client is indebted to the Broker for the time being, the Broker may for a period of 12 months from the date hereof dispose of the Client's securities in any of the following manner without any notice to the Client:

(1) deposit with financial institutions as security for advances or loans made to the Broker;
(2) deposit with clearing houses as security for the Broker's discharge or satisfaction of its obligations under the relevant clearing systems;
(3) lend such securities for the purposes of fulfilling settlement obligations with other brokers, dealers or clients;
(4) dispose of such securities in settlement of any liability of the Client or the Client's affiliates to repay or discharge the Broker or its affiliates of any indebtedness due and owing by the Client or the Client's affiliates; and
(5) otherwise deal with or dispose of such securities in any manner not restricted under the Securities and Futures Ordinance as the same may be modified, supplemented or re-enacted from time to time.

The Client understands that the Client's authorization given herein shall remain valid for a period of 12 months from the date hereof. Upon expiry of a period of 12 months as aforesaid, the Client's authorization shall, unless renewed according to the Securities and Futures (Client Securities) Rules, become null and void. The Client understands that the Client may revoke the Client's authorization at any time by giving to the Broker at least five business days' prior written notice. The Client also understands that the Broker will remain liable to the Client for the return of equivalent securities to the Client free from encumbrances after full payment by the Client of all outstanding loans and expenses under the facilities.

The Client acknowledges that by granting the above authorization, the Broker can pool the Client's securities and deposit them as collateral for loans and advances. A third party may have rights to the Client's securities which the Broker must satisfy before returning the securities to the Client. This may affect the risk of the Client's securities.

Margin Client Agreement, Client Account Agreement and Risk Disclosure Declaration

REQUEST, ACKNOWLEDGEMENT AND DECLARATION

Please open a Margin Account in the Client name and grant the Client credit facilities. By signing below, the Client hereby declares that the Broker has sent to the Client and the Client has received the account opening documents ("Agreements") including but not limited to this Account Opening Information Form, the Client Account Agreement and the Margin Client Agreement and the Client has read, understood and agree to the terms and conditions ("Terms") of the Agreements and as a part of the Terms, the Risk Disclosure Statements (including any additional risk disclosure statements), which have been provided in the Client's language of choice (English or Chinese); and that the Client was invited to read the Risk Disclosure Statements, to ask questions and if the Client wishes, to take independent advice and the Client hereby agrees to be bound by the Agreements and relevant schedule(s) and supplement(s) as the same may be amended from time to time.

The additional risk disclosure statements include but not limited to risks related to Derivatives traded on the Exchange and Margin Financing.

the date first above written or

_____
Authorized Signature(s) and/or Business Chop

_____ _____
Witness Signature Name of Witness

Declaration Made by a Licensed Representative

I, the undersigned, have provided the Risk Disclosure Statements in a language of the Client's choice and have fully explained the contents of Risk Disclosure Statements (including any additional risk disclosure statements) to the Client. I have invited the Client to read the Risk Disclosure Statements, ask questions and seek independent advice if the Client wishes.

the date first above written or

_____
Signature of licensed representative

_____ _____
Name of licensed representative C.E. Number

For and on behalf of First Shanghai Securities Limited

_____ _____

Authorized Signature Date

Documents required for opening of Account

1. Minutes of the Meeting of the Board of Directors approving the opening of Account(s) and Authorized Officers to operate the account(s) (see Schedule I)
2. Letter of Guarantee (see Schedule II)
3. Self-Certification Form - Controlling Person (see Schedule III) (if applicable)
4. Copy of the Certificate of Incorporation
5. Copy of the Business Registration Certificate (if any)
6. Copy of valid identity document and nationality proof of the Directors, Authorized Officers to operate the account(s), principal shareholders and all ultimate beneficial owners (if a person is not holding a Hong Kong "Permanent" Identity Card, a valid passport or other form of travel document must be provided.)
7. Copy of Latest Annual Return certified by a professional person
8. A recent issue of certificate of incumbency certified by a professional person
9. Organization Chart certified by a director or professional person (if applicable)
10. Copy of the Register of Members and Directors
11. Memorandum and Articles of Association with all of its subsequent amending resolutions
12. Latest Audited Financial Statements

Note:

- ✧ All copy documents are required to certified true copy by a licensed representative of the Broker, director or a professional person e.g. Lawyer/CPA/HKI Chartered Secretary Member/Public Notary from equivalent FATF jurisdiction (if applicable).
- ✧ Apart from documents listed herein, the Broker may further request the Client to provide more account opening details and documents when necessary.

Account Opening Information Form

Schedule 1

RESOLUTION FOR A LIMITED COMPANY

ACCOUNT OPENING

TO: FIRST SHANGHAI SECURITIES LIMITED

Extracts from the Minutes of the Meeting of the Board of Directors of

(*name of the Company)* _____ (the "Company") held at

(*place)*_____

on (*date*)_____ at which a quorum was present and which resolutions were duly passed and are now in full force and effect.

It was RESOLVED that:

1. (an) account(s) (the "Account") be opened and maintained in the name of the Company with First Shanghai Securities Limited (the "Broker") for the purpose of holding funds relating to any purchases, sales, holdings and other dealings in Securities as the Company may instruct the Broker as its agent to effect from time to time on behalf of the Company and that the Account and all such purchases, sales, holdings and other dealings be effected subject to and in accordance with, wherever applicable, the Terms and Conditions contained in the Client Account Agreement, Margin Client Agreement (if applicable, presently or in the future) as well as Account Opening Information Form inter alia their appendix, supplements and amendments (the Agreement") to be entered into by the Company with the Broker in connection with the opening of the Account;

2. the Agreement in such form as completed and produced to the Meeting be and are hereby approved and any *(number)* _____ Director(s) and/or _____ *(name)* of the Company be authorized to open the Account with the Broker and to complete and sign for and on behalf of the Company the Agreement and any other account opening documents including but not limited to any form, schedule and agreement as required by the Broker from time to time and the signed originals thereof be delivered to the Broker and to affix the Company's Common Seal (if required) to any instruments, documents or agreements;

3. the undermentioned designated persons be hereby authorized and empowered, on behalf of the Company as follows:-

   Account Operation Authorized Person(s) (for all instructions)

   (a) any *(number)* _____ of the following persons(s) ("Account Operation Authorized Person") is/are to give the Broker such instructions and/or to do any act or thing as may be necessary or expedient for the operation and maintenance of the Account, to complete and sign all documents and generally to do and take any and all action necessary in connection with the Account (including but not limited to giving any trading instructions and instructions relating to and/or the withdrawals, transfers and other dealings in assets held in the Account and/or signing any subscription form, placing order form and placing letter) or considered desirable by such persons in connection therewith;

   The list of Account Operation Authorized Persons is as follows:

Name	Position	I.D./Passport Number	Contact Tel. No.	Specimen Signature

Trading Representative(s) (for trading instructions)

(b) each of the following person(s) ("Trading Representative") is to place orders and to give all oral or written instructions with respect to any such transactions or any matter concerning the Account and otherwise pursuant to the Agreement and to complete and sign all relevant documents in connection therewith including but not limited to any application form for subscription of shares, placing order forms and placing letters:

Any one of the following Trading Representative(s) acting singly:

Name	Position	I.D./Passport Number	Contact Tel. No.	Specimen Signature

I/We certify that the above is a true extract from the minutes of a duly convened and held meeting of the Board of Directors.

(1)_____
Signature

(2)_____
Signature

(1)_____
Name of Director of the Company

(2)_____
Name of Director of the Company

Name of Company:_____

Date: _____

Account Opening Information Form

Schedule 2

GUARANTEE LETTER

To: FIRST SHANGHAI SECURITIES LIMITED (the "Broker")
19/F, Wing On House, 71 Des Voeux Road Central, Hong Kong.

Date: _____

From: (name) _____ (the "Guarantor")

Address of Guarantor: _____

_____

1. In consideration of the Broker, at my/our request, making available to (name of Client)_____ (the "Client") securities trading facilities by way of a Client Account Agreement, Account Opening Information Form and (if applicable) the Margin Client Agreement dated _____ (such services hereinafter referred to as the "Facilities") I/we, the Guarantor irrevocably and unconditionally guarantee the full and punctual payment of all sums payable by the Client to the Broker and undertake that if for any reason the Client shall fail to pay any such sum in accordance with the terms of the said Client Account Agreement, Account Opening Information Form and (if applicable) the Margin Client Agreement the Guarantor shall immediately on demand by the Broker unconditionally pay that sum to the Broker.
2. The Guarantor's liability under this Guarantee shall not be discharged in whole or in part or otherwise be affected in any way by reason of (i) the Broker giving the Client time or any other concession or taking, holding, varying, realizing or not enforcing any other security for the liabilities of the Client under the Facilities, (ii) any legal limitation or incapacity relating to the Client, (iii) the invalidity or unenforceability of the obligations of the Client under the Facilities or (iv) any other act or omission of the Broker or any other circumstances which but for this provision would have discharged the Guarantor from its obligations hereunder. Any monies expressed to be payable by the Client under the Facilities which may not be recoverable from the Client for any foregoing reason shall be recoverable by the Broker from the Guarantor as principal debtor.
3. This Guarantee is a continuing security and shall continue in effect until all sums whatsoever payable by the Client under the Facilities have been paid in full.
4. The Broker may enforce this Guarantee without first making demand on, or taking any proceeding against the Client.
5. The Guarantor hereby represents and warrants to and undertakes with the Broker that the Guarantor does not hold and will not hereafter, without the prior written consent of the Broker, take or hold on any account whatsoever any security from the Client or any other person for the obligations and liabilities of the Client hereunder, and in the event of the Guarantor now or hereafter taking or holding any such security, whether with or without the consent of the Broker, the Guarantor will hold their right to the same and all amounts at any time received in respect thereof in trust for the Broker and the Guarantor shall forthwith deposit the same and any documents relating thereto with the Broker.
6. No payment to the Broker under this Guarantee pursuant to any judgement or order of any court or otherwise shall operate to discharge the obligations of the Guarantor in respect of which it was made unless and until payment in full shall have been received by the Broker.
7. The Broker may apply any credit balance to which the Guarantor is entitled on any account of the Guarantor with the Broker in or towards satisfaction of any sum then due and payable from the Guarantor hereunder.
8. If any monies paid to the Broker in reduction of the indebtedness under the Facilities have to be repaid by the Broker on the ground of fraudulent preference or on any other ground, the liability of the Guarantor shall be computed as if such monies had never been paid to the Broker at all.
9. The Guarantor hereby represents and warrants to the Broker that it has power to enter into this Guarantee and to perform its obligations hereunder. The Guarantor has read and understood the contents of this Guarantee and has taken independent legal advice as to the effect hereof.
10. The security conferred by this Guarantee is in addition to and not in substitution for and shall not in any way affect or be affected by any other security or guarantee which the Broker may now or hereafter hold or take from the Client or any other person in respect of the Facilities.
11. Save as may be expressly provided herein to the contrary, time shall be of the essence of this Guarantee. No failure or delay on the part of the Broker to exercise any right, power or remedy under this Guarantee shall operate as a waiver thereof nor shall a waiver by the Broker of any particular default by the Guarantor affect or prejudice the right, power or remedy of the Broker in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Broker of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
12. If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Guarantee nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
13. The Guarantor may not assign any of its rights or obligations hereunder. The Broker may assign any of its rights hereunder to a person in favour of whom an assignment has been made under the Facilities.

14. Every notice under this Guarantee shall be in writing and may be given or made by post, facsimile or cable to the Guarantor or the Broker at their respective addresses given above. Every notice shall be deemed to have been received, in the case of a facsimile or cable at the time of despatch and in the case of a letter two days after its posting.

15. In the event of the Guarantor being made up of more than one legal entity, all such legal entities' liabilities and obligations as Guarantor hereunder shall be joint and several.

16. This Guarantee shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Guarantor hereby submits to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESSETH whereof the Guarantor has hereunto executed this Guarantee the day and year first above written.

INDIVIDUAL GUARANTOR

SIGNED, SEALED AND DELIVERED by)

)

Name: _____)

)

HKID / Passport No.: _____) _____ (Signature of Guarantor)

In the presence of:-

Signature of witness : _____

Name of witness : _____

Passport No./I.D. Card No. of witness : _____

CORPORATE GUARANTOR

The Common Seal of the Guarantor was)

)

affixed in the presence of

)

_____, a director and) _____ (Signature of Director)

)

)

_____, a director / secretary) _____ (Signature of Director/Secretary)

in the presence of :-

Signature of witness : _____

Name of witness : _____

Passport No./I.D. Card No. of witness : _____

Schedule 3

Self-Certification Form – Controlling Person
(Ref: Inland Revenue Ordinance (Cap.112 of Hong Kong Laws))

Part 1 Identification of Controlling Person			
Important Notes: - This is a self-certification form provided by a controlling person to First Shanghai Securities Limited ("FSSL") for the purpose of automatic exchange of financial account information. The data collected may be transmitted by FSSL to the Inland Revenue Department for transfer to the tax authority of another jurisdiction. - A controlling person should report all changes in his/her tax residency status to FSSL. - All parts of this form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (*) are required to be reported by FSSL to the Inland Revenue Department.			
Gender	☐ Male ☐Female	Nationality	
Surname (English)*		Given Name (English)*	
Surname (Chinese)*		Given Name (Chinese)*	
ID / Passport No.		Place of Issue	
Date of Birth *	DD / MM / YYYY / /	Place of Birth	
Current Residence Address	(Suite, Floor, Building, Street, District)		
	(City) *	(Province, State)	
	(Country) *	(Postal Code / ZIP Code)	
Correspondence Address ***(Complete if different to the current residence address)***	(Suite, Floor, Building, Street, District)		
	(City)	(Province, State)	
	(Country)	(Postal Code / ZIP Code)	

Part 2 The Client(s) of which you are a controlling person ***(Enter the name of the Client(s) of which you are controlling person)***		
Client	Name of the Client / Account	Account Number
(1)		
(2)		
(3)		

Part 3 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN") *

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the controlling person is a **resident for tax purposes,** and (b) the controlling person's TIN for each jurisdiction indicated. Indicate **all** (not restricted to five) jurisdictions of residence.

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, provide the appropriate reason A, B or C:

Reason A – The jurisdiction 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. Explain why the controlling person is unable to obtain a TIN if you have selected this reason.

Reason C – TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

Jurisdiction of Residence	TIN	Enter Reason A, B or C if no TIN is available	Explain why the controlling person is unable to obtain a TIN if you have selected Reason B
(1)			
(2)			
(3)			
(4)			
(5)			

Part 4 Type of Controlling Person

(Tick the appropriate box to indicate the type of controlling person for each client stated in Part 3)

Type of Entity	**Type of Controlling Person**	**Client (1)**	**Client (2)**	**Client (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 or enforcer	☐	☐	☐
	Beneficiary or member of the class of beneficiaries	☐	☐	☐
	Other (e.g. individual who exercises control over another entity being the settlor/trustee/protector or enforcer /beneficiary)	☐	☐	☐

Legal Arrangement other than Trust	Individual in a position equivalent/similar to settlor	☐	☐	☐
	Individual in a position equivalent/similar to trustee	☐	☐	☐
	Individual in a position equivalent/similar to protector or enforcer	☐	☐	☐
	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)	☐	☐	☐

Part 5 Declarations and Signature

I acknowledge and agree that (i) the information contained in this form is collected and may be kept by FSSL 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 FSSL 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 / I am authorized to sign for the controlling person # of all the account(s) held by the Client(s) to which this form relates.

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

I declare that the information given and statements made in this form are true, correct and complete.

Signature: _____

Name: _____

Capacity: _____

(Indicate the capacity if you are not the Controlling Person. If signing under a power of attorney, attach a certified copy of the power of attorney.)

Date: _____

 # Delete as appropriate

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 (i.e. HK$10,000). In the event of any inconsistency between the English and Chinese language text on this Self-Certification Form, the English version will prevail and all information provided by you on this form will be treated as addressing the English text.