

### Assessment Form for Corporate / Individual Professional Investor Qualification

To: \*China Galaxy International Securities (Hong Kong) Co., Limited (“Galaxy International Securities”) and/or  
 China Galaxy International Futures (Hong Kong) Co., Limited (“Galaxy International Futures”)

**Assessment for clients who fulfill the Professional Investor definition in paragraph 15.2 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (“the Code”) and the Securities and Futures (Professional Investor) Rules (“the PI Rules”).**

**Account Name:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

Please complete below and tick the appropriate boxes.

<b>Type of Professional Investor</b>	<b>Supporting Documents</b>
<b>Individual Professional Investors (For Individual/ Joint Account<sup>1</sup>)</b>	
<input type="checkbox"/> <b>Individuals</b> – an individual having a portfolio comprising deposits and securities of not less than HK\$8 million <sup>2</sup> at the relevant date <sup>3</sup> when any one or more of the following are taken into account: <ul style="list-style-type: none"> <li><input type="checkbox"/> (a) a portfolio on the individual’s own account;</li> <li><input type="checkbox"/> (b) a portfolio on a joint account with the individual’s associate<sup>4</sup>;</li> <li><input type="checkbox"/> (c) the individual’s share of a portfolio<sup>5</sup> on a joint account with one or more persons other than the individual’s associate;</li> <li><input type="checkbox"/> (d) a corporation which has as its principal business the holding of investments and is wholly owned by the individual.</li> </ul>	Any one or more of the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Custodian statements or certificates issued by registered institution or licensed corporation within 12 months before the relevant date.</li> <li><input type="checkbox"/> Certificate issued by auditor or a certified public accountant within 12 months before the relevant date.</li> </ul> For selection (b): <ul style="list-style-type: none"> <li><input type="checkbox"/> Marriage certificate or birth certificates evidencing the relationship.</li> </ul> For selection (c): <ul style="list-style-type: none"> <li><input type="checkbox"/> A written agreement among the account holders specified the individual’s share of the portfolio; or</li> <li><input type="checkbox"/> I hereby confirm that there is no agreement among the account holders.</li> </ul>
<b>Corporate Professional Investors (For Corporate Account)</b>	
<input type="checkbox"/> <b>Trust Corporations</b> - a trust corporation acting as a trustee of one or more trusts, have total assets of not less than HK\$40 million at the relevant date.	Any one or more of the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> The most recent audited financial statement prepared within 16 months before the relevant date.</li> <li><input type="checkbox"/> Custodian statements or certificates issued by registered institution or licensed corporation within 12 months before the relevant date.</li> <li><input type="checkbox"/> Certificate issued by auditor or a certified public accountant within 12 months before the relevant date.</li> </ul>
<input type="checkbox"/> <b>Corporations</b> – <ul style="list-style-type: none"> <li><input type="checkbox"/> (a) a corporation having a portfolio comprising deposits and securities of not less than HK\$8 million or total assets of not less than HK\$40 million, at the relevant date</li> <li><input type="checkbox"/> (b) a corporation wholly owns the corporation specified in (a) above</li> <li><input type="checkbox"/> (c) a corporation which has as its principal business the holding of investments and is wholly owned by any one or more of Institutional Professional Investor<sup>6</sup> or Individual / Corporation / Partnership / Trust Corporation which are qualified as professional investor.</li> </ul>	
<input type="checkbox"/> <b>Partnerships</b> – a partnership having a portfolio comprising deposits and securities of not less than HK\$8 million or total assets of not less than HK\$40 million, at the relevant date.	

<sup>1</sup> Each account holder of a joint account has to satisfy the portfolio threshold to qualify as individual professional investor.

<sup>2</sup> A reference to an amount expressed in Hong Kong dollars includes its equivalent in any foreign currency.

<sup>3</sup> The relevant date means the date on which the obligation is required to be complied with.

<sup>4</sup> In relation to an individual, means the spouse or any child of the individual.

<sup>5</sup> The individual’s share of the portfolio specified in a written agreement among the account holders or in the absence of an agreement, an equal share of the portfolio.

<sup>6</sup> Professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the Ordinance.



**Assessment on Corporate Professional Investors ("CPI) applicable for exemption from the provisions set out in paragraph 15.4 of the Code. Assessment should be in writing and records of all relevant information and documents should be obtained to demonstrate the basis of the assessment.**

Assessment Requirement	Supporting Documents
<b>Part 1 - Corporate Structure and process and controls for making investment decision</b>	
Do you have a team responsible for your investment strategies and investment process? <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, please specify whether such team is a/an:- <input type="checkbox"/> in-house treasury, investment or similar function <input type="checkbox"/> designated investment committee being responsible for making investment decisions on your behalf or its advice will be taken into account in relation to any informed investment decisions <input type="checkbox"/> external investment advisory team being responsible for making investment decisions on your behalf or its advice will be taken into account in relation to any informed investment decisions Please specify: _____ <input type="checkbox"/> related corporation having a team responsible for its investment strategies and investment process Please specify whether it is a/an:- <input type="checkbox"/> in-house treasury, investment or similar function <input type="checkbox"/> designated investment committee as described above <input type="checkbox"/> external investment advisory team as described above <input type="checkbox"/> Others: _____	<input type="checkbox"/> Organizational chart <input type="checkbox"/> Policy and procedures for investment process and controls <input type="checkbox"/> Other documents which considered as appropriate: _____
<b>Part 2 - Investment background of the person(s) responsible for making investment decisions on behalf of the CPI</b>	
Is/are the responsible person(s) currently working or has/have previously worked in the relevant financial sector for at least one year in a professional position that involves the relevant product(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No  Has/have the responsible person(s) undergone training or studied courses which are related to the relevant product(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No  Is/are the responsible person(s) aware of the trading risk in the relevant product(s) and/or market(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Resume of the person(s) responsible for making investment decisions on behalf of the CPI <input type="checkbox"/> Certificate of academic or professional qualifications relating to the relevant products and markets <input type="checkbox"/> Other documents which considered as appropriate: _____
<b>Part 3 - Risk awareness</b>	
Are you aware of the risks involved which is considered in terms of the person(s) responsible for making investment decisions? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Part 4 – Additional note on CPI assessment</b>	
_____ _____ _____	

(To be continued on the next page)

**Client consent to treatment as Corporate / Individual Professional Investor**

I/We confirm the information above provided by me/us is true, complete and accurate, and consent that **Galaxy International Securities** and/or **Galaxy International Futures** to classify me/us as \*a Corporate / an Individual Professional Investor (henceforth "Professional Investor") pursuant to Paragraph (j) of the definition of professional investor in section 1 of Part 1 of Schedule 1 of the Securities and Futures Ordinance (Cap. 571), section 3 of the PI Rules and Paragraph 15.2 of the Code.

We, as a corporation which is qualified as a professional investor, confirm that we have informed our shareholders regarding our status as a Corporate Professional Investor and the risks and consequences of being treated as a Corporate Professional Investor.

I/We declare and acknowledge that I/we have read, fully understood and accepted the contents of the risks and consequences of being treated as a Professional Investor and the terms and conditions of Professional Investor accounts to me/us.

I/We acknowledge and confirm that I/we have the right to withdraw from being treated as a Professional Investor at any time upon giving a written notice of not less than fourteen (14) days to **Galaxy International Securities** and/or **Galaxy International Futures** in respect of the relevant product(s) or market(s) or any part thereof have been explained to me/us and I/we confirm that I/we have no objection to be treated as a Professional Investor.

I/we undertake to inform **Galaxy International Securities** and/or **Galaxy International Futures** promptly if any information I/we have provided to **Galaxy International Securities** and/or **Galaxy International Futures** ceases to be accurate or changes in any other way and I/we undertake on demand to provide **Galaxy International Securities** and/or **Galaxy International Futures** with such evidence as required in support of my/our qualification as a Professional Investor. In addition, I/we shall provide **Galaxy International Securities** and/or **Galaxy International Futures** with an annual confirmation and the relevant supporting documents to ensure that I/we continue to fulfill the requisite requirements of being treated as a Professional Investor under the Securities and Futures (Professional Investor) Rules. If I/we fail to provide such information to **Galaxy International Securities** and/or **Galaxy International Futures** before the anniversary of my/our account opening date, I/we acknowledge that **Galaxy International Securities** and/or **Galaxy International Futures** shall have the right at any time to stop treating me/us as a Professional Investor.

*\*Please delete where appropriate*

Confirmed and Signed by:

\_\_\_\_\_  
Authorized Signature(s) / Company Chop  
Name:

Date: \_\_\_\_\_

Note: For joint account, the signatures of all account holders are required to confirm the above client consent.

**Declaration by Licensed Representative**

I, \_\_\_\_\_ (Name and CE number of licensed representative), declare that I have explained the contents of this document and the risks and consequences of consenting to being treated as a Professional Investor to \_\_\_\_\_ (name of client) at \_\_\_\_\_ (place where the explanation took place) / through a recording-telephone in a language which the client fully understands and have invited the client to ask questions and take independent advice if the client so wishes. I have also informed the client of its right to withdraw from being treated as a Professional Investor.

Telephone Recorded Line No.: \_\_\_\_\_

Date & Time: \_\_\_\_\_

Confirm:

Approval under the PI Rules:  Yes  No  
Approval under the Code - CPI assessment:  Yes  No

\_\_\_\_\_  
Signature of Licensed Representative

\_\_\_\_\_  
Signature of Responsible Officer

Date:

Date:

Definition of Corporate / Individual Professional Investor**Persons prescribed as Corporate / Individual Professional Investor**

Where a client of a licensed or registered person is a Corporate Professional Investor referred to in paragraph 15.2 (who complies with paragraph 15.3B and meets the three criteria set out in paragraph 15.3A(b) in relation to the relevant products and markets, i.e. (i) the Corporate Professional Investor has the appropriate corporate structure and investment process and controls; (ii) the person(s) responsible for making investment decisions on behalf of the Corporate Professional Investor has(have) sufficient investment background; and (iii) the Corporate Professional Investor is aware of the risks involved) of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission ("the Code"), the licensed or registered person will be exempted from fulfilling the requirements set out in paragraphs 15.4 and 15.5 of the Code while serving such clients in respect of relevant products and/or markets of which they are treated as Corporate Professional Investors.

Where a client of a licensed or registered person is an Individual Professional Investor referred to in paragraph 15.2 who complies with 15.3B or a Corporate Professional Investors who only complies with 15.3B but fails to meet the three criteria set out in paragraph 15.3A(b), the licensed or registered person will not be required to fulfill the requirements set out in paragraph 15.5 of the Code while serving such clients in respect of relevant products and/or markets of which they are treated as Individual Professional Investors or Corporate Professional Investors.

As defined in the Securities and Futures (Professional Investor) Rules, a corporation indicated in any of the following paragraphs (a), (c) and (d) is prescribed as a Corporate Professional Investor and a person indicated in the following paragraph (b) is prescribed as an Individual Professional Investor:

- (a) Any trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million or its equivalent in any foreign currency at the relevant date or as ascertained in accordance with paragraph (e).
- (b) Any individual having a portfolio of not less than \$8 million or its equivalent in any foreign currency at the relevant date or as ascertained in accordance with paragraph (e), when the portfolio of any one or more of the following are taken into account-
  - (i) individual's own account;
  - (ii) with any of individual's associates on a joint account;
  - (iii) with one or more persons other than individual's associate on a joint account;
  - (iv) a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

An individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is—

- (i) the individual's share of the portfolio as specified in a written agreement among the account holders; or
  - (ii) in the absence of the aforesaid agreement, an equal share of the portfolio.
- (c) Any corporation or partnership having-
    - (i) a portfolio of not less than HK\$8 million or its equivalent in any foreign currency; or
    - (ii) total assets of not less than \$40 million or its equivalent in any foreign currency, at the relevant date, or as ascertained in accordance with paragraph (e).
  - (d) Any corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons-
    - (i) a trust corporation specified in paragraph (a);
    - (ii) an individual specified in paragraph (b);
    - (iii) a corporation specified in this paragraph or paragraph (c);
    - (iv) a partnership specified in paragraph (c);
    - (v) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the Chapter 571 Securities and Futures Ordinance; or any corporation which, at the relevant date, wholly owns a corporation referred to in paragraph (c).
  - (e) The total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following—
    - (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership; or
    - (ii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date—
      1. a statement of account or a certificate issued by a custodian; or
      2. a certificate issued by an auditor or a certified public accountant.

"**relevant date**" means the date by or on which the obligation is required to be complied with; and

"**associate**" in relation to an individual, means the spouse or any child of the individual.

Any other definition should follow the interpretation of Chapter 571D Securities and Futures (Professional Investor) Rules of SFO.

**Risks and Consequences of being treated as a "Professional Investor"**

**Treatment as a Professional Investor**

Based on the information you have provided to us which shows you, and in view of your representation and warranty that you are a Professional Investor, we will be exempt from complying with certain compliance requirements listed below under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission ("the Code") provided always that you agree to be treated as the Professional Investor and undertake to complete, sign and return to us the assessment form and consent attached herein and agree to inform us promptly if any information you have provided to us for the Professional Investor assessment ceases to be accurate or changes in any other way and provide information to us at least annually to ensure the requisite requirements under the Code be continually fulfilled by you for being treated as Corporate / Individual Professional Investor.

**(1) Exempt compliance requirements for Corporate Professional Investors where 15.3A and 15.3B are complied and Institutional Professional Investor:-**

(a) Client Agreement and risk disclosure

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

(b) Information about clients

We will not be required to establish your financial situation, investment experience or investment objectives except we are providing advice on corporate finance work.

We will not be required to assess your knowledge of derivatives and characterize you based on your knowledge of derivatives.

(c) Suitability of the recommendation or solicitation

We will not be required to ensure that any recommendation or solicitation we make is suitable for you in the light of your financial position, investment experience, risk appetite, investment objectives and strategies and any investment decision taken by you shall be your sole responsibility.

(d) Discretionary Accounts

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

(e) Information for clients

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

**(2) Exempt compliance requirements for Corporate Professional Investors and Individual Professional Investors where 15.3B are complied and Institutional Professional Investors:-**

(a) Information for clients

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

- (i) the information about our business or the identity and status of our employees or others acting on our behalf with whom you may have contact; or
  - (ii) any documentation on the Nasdaq-Amex pilot Program.
- (b) Contract notes, statement of accounts and receipts

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

### **Risks of being treated as a “Professional Investor”**

You may be exposed to substantial risks in being treated as a Corporate / Institutional Professional Investor as mentioned in (1) above, including without limitation to the following risks:

#### Suitability of investment

As we are not required to establish your financial situation, investment experience or investment objectives, we will not be in a position to assess the suitability of any investment for you or any investment decision that you may make. You may bear the full responsibility for all investments and investment decisions that you make and we will incur no liability whatsoever in connection therewith.

You may also be exposed to substantial risks in being treated as a Corporate / Individual / Institutional Professional Investor as mentioned in (2) above, including without limitation to the following risks:

#### Information about investment

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

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

### Terms and Conditions of Corporate / Individual Professional Investor Accounts

#### A. Compliance with Client Identity Rule

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

- (a) You represent and warrant to **Galaxy International Securities** and/or **Galaxy International Futures** that you shall, immediately upon request by **Galaxy International Securities** and/or **Galaxy International Futures** (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform the Regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) who originated the transaction.
- (b)
  - (i) If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, immediately upon request by **Galaxy International Securities** and/or **Galaxy International Futures** (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed you to effect the transaction.
  - (ii) If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, as soon as practicable, inform **Galaxy International Securities** and/or **Galaxy International Futures** when your discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where your investment discretion has been overridden, you shall, immediately upon request by **Galaxy International Securities** and/or **Galaxy International Futures** (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.
- (c) If you are aware that your client is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, you confirm that:-
  - (i) you have arrangements in place with your client which entitle you to obtain such information from your client immediately upon request or endeavor that it be so obtained; and
  - (ii) you will, upon request from **Galaxy International Securities** and/or **Galaxy International Futures** in relation to a transaction, promptly request such information from your client on whose instructions the transaction was effected, and provide the information to the Regulators as soon as you receive from your client or endeavor that it be so provided.
- (d) You confirm that you are not subject to any law which prohibits the performance by you of this undertaking. Where necessary, you have obtained all consents or waivers from your clients or other relevant persons, to release to the Regulators the information referred to above.
- (e) You hereby agree that it is reasonable and appropriate for **Galaxy International Securities** and/or **Galaxy International Futures** or its subsidiaries/affiliates to collect the above information and you will provide the information timely upon request. You agree to the sharing of the above information, together with any other information collected by **Galaxy International Securities** and/or **Galaxy International Futures** in respect of the account application form, with its subsidiaries/affiliates and also with the relevant government/tax authorities, based on the relevant legal/tax requirements and subject to all applicable laws and regulations. The above process together with the related data processes may involve a transfer of information outside the Hong Kong Special Administrative Region and may also involve the transfer of data through intermediaries, service providers, counterparties or government bodies/ authorities. If a payee or any third party information is involved in any of the transfer, you agree that you have obtained all necessary consent from all such relevant parties in providing the above.



- (f) You confirm that all the information and documents provided in connection with this application are true, correct, complete, and not misleading. You undertake to notify **Galaxy International Securities** and/or **Galaxy International Futures** promptly (and within 30 days of such change) in writing with updated information and documents whenever there is any change in such information or documents
- (g) If you fail to provide China Galaxy with any information requested or to take action as is specified by China Galaxy within the time period specified, China Galaxy shall be entitled to reach whatever conclusions the China Galaxy considers to be appropriate and China Galaxy reserves the right to close your account or classify you as "non-consenting" or "non-participating FFI" and/or execute applicable withholding and reporting under FATCA regulations.
- (h) The above terms shall continue in effect notwithstanding the cancellation or termination of the account with **Galaxy International Securities** and/or **Galaxy International Futures**.

### B. Compliance with Short Selling Orders

- (a) You acknowledge and agree that until **Galaxy International Securities** receives further notice from you, every order you, whether as principal or agent, place with **Galaxy International Securities** to sell securities listed on The Stock Exchange of Hong Kong Limited will be a "long" sale.
- (b) You undertake to inform **Galaxy International Securities** when a sale order is in respect of securities which you do not own i.e. where it involves short selling (including where you have borrowed stock for the purposes of and/or the sale).
- (c) You acknowledge that **Galaxy International Securities** may be prohibited by applicable laws or regulations from executing such orders on your behalf.

### C. Client Money Standing Authority

- (a) The Client Money Standing Authority covers money held or received by **Galaxy International Securities** and/or **Galaxy International Futures** in Hong Kong (including any interest derived from the holding of the money which does not belong to **Galaxy International Securities** and/or **Galaxy International Futures**) in one or more segregated account(s) on your behalf ("Monies").
- (b) You authorize **Galaxy International Securities** and/or **Galaxy International Futures** to:
  - (i) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by **Galaxy International Securities** and/or **Galaxy International Futures** or China Galaxy International Financial Holdings Limited and/or any of its subsidiaries from time to time ("Galaxy International Group") and **Galaxy International Securities** and/or **Galaxy International Futures** may transfer any sum of Monies to and between such segregated account(s) in Hong Kong or overseas to satisfy your obligations or liabilities to any member of the Galaxy International Group, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
  - (ii) transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by any member of Galaxy International Group.
- (c) You acknowledge and agree that **Galaxy International Securities** and/or **Galaxy International Futures** may do any of the things set out in this Clause without giving you notice.
- (d) The Client Money Standing Authority is given without prejudice to other authorities or rights which Galaxy International Group may have in relation to dealing in Monies in the segregated accounts.
- (e) The Client Money Standing Authority shall be valid for a period not more than 12 months from the date of this Agreement, subject to renewal by you or deemed renewal under the Client Money Rules referred to in this Clause.
- (f) The Client Money Standing Authority may be revoked by giving **Galaxy International Securities** and/or **Galaxy International Futures** written notice addressed to **Galaxy International Securities** and/or **Galaxy International Futures**. Such notice shall take effect upon the expiry of 14 days from the date of actual receipt of such notice by **Galaxy International Securities** and/or **Galaxy International Futures**.

- (g) You understand that the Client Money Standing Authority shall be deemed to be renewed on a continuing basis without your written consent if **Galaxy International Securities** and/or **Galaxy International Futures** issue(s) you a written reminder at least 14 days prior to the expiry date of the Client Money Standing Authority, and you do not object to such deemed renewal before such expiry date.

### D. Event of Default

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

- (a) if, in respect of all transactions in securities executed or handled by **Galaxy International Securities** and/or **Galaxy International Futures** on behalf of and for your account, you fail to:
- (i) perform your obligations with respect to (a) the settlement of any securities when required to do so under such transaction or (b) with respect to any investment held in your account;
  - (ii) pay any purchase price or other payment when due;
  - (iii) deposit collateral (if any) as required by the terms of the transaction or fail to provide additional collateral as required;
  - (iv) obtain consent from **Galaxy International Securities** and/or **Galaxy International Futures** prior to creating any lien, charge (or similar interest), mortgage, security interest over any of the collateral that has been deposited with **Galaxy International Securities** and/or **Galaxy International Futures**;
- (b) you fail to notify **Galaxy International Securities** and/or **Galaxy International Futures** of any material changes to your status, including, but not limited to, your Corporate / Individual Professional Investor status;
- (c) you consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of your assets to, or reorganize, reincorporate, or reconstitute into or as another entity and the resulting, surviving or transferee entity fails to assume all of your obligations under any transaction or any document;
- (d) you become or is declared insolvent or is subject to proceedings for winding up, liquidation, administration or the commencement of other similar proceedings, or the appointment of a receiver, in respect of you or any of your assets, whether in Hong Kong or in other jurisdiction;
- (e) in the reasonable opinion of **Galaxy International Securities** and/or **Galaxy International Futures**, your ability to enter into a particular transaction has been reduced significantly due to a change in your business, assets or financial position;
- (f) any warrant or order of attachment or distress or equivalent order is issued against any account, or a judgment is levied, enforced or executed against any account held by you with **Galaxy International Securities** and/or **Galaxy International Futures** or any of the affiliates of **Galaxy International Securities** and/or **Galaxy International Futures** or a default, an event of default or a similar event occurs between you and an affiliate of **Galaxy International Securities** and/or **Galaxy International Futures**;
- (g) any information provided, or representation or warranty made in or in any certificate, statement or other document delivered to **Galaxy International Securities** and/or **Galaxy International Futures** being or becoming incorrect in any material respect;
- (h) any of the consents, authorizations, approvals, licences, or board resolutions required by you to open the account being wholly or partly revoked, withdrawn, suspended or terminated or expired and not being renewed or otherwise failing to remain in full force and effect;
- (i) any dispute or proceeding between any of your shareholders;
- (j) in reasonable opinion of **Galaxy International Securities** and/or **Galaxy International Futures**, you appear to be or have been engaged in fraud, theft or other similar illegal activities;
- (k) in reasonable opinion of **Galaxy International Securities** and/or **Galaxy International Futures**, you being in breach, voluntary or otherwise, of any constitution, rules, regulations, bye-laws, customs and usages of any relevant exchange and clearing house; or
- (l) you exceed the trading limit to a material extent prescribed by **Galaxy International Securities** and/or **Galaxy International Futures** from time to time.

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

## Appendix III

- (a) cancel all outstanding orders or commitments made on your behalf (including any transaction which has yet to be settled on the day on which the event of default occurred);
- (b) close or cancel all positions between you and **Galaxy International Securities** and/or **Galaxy International Futures**, cover all your short positions by purchasing securities on the relevant exchanges and liquidate all your positions whether these positions are long or short, open or otherwise, on the relevant exchanges or otherwise;
- (c) decline to accept any further instruction from you;
- (d) demand and receive immediate payment from you of all sums outstanding in the account;
- (e) suspend and/or close the account; and
- (f) take such other action as a reasonably prudent person would take in the circumstances to protect interests of **Galaxy International Securities** and/or **Galaxy International Futures**.

### E. General

- (a) To the extent permitted by law, **Galaxy International Securities** and/or **Galaxy International Futures** may from time to time amend any of the terms and conditions of Corporate / Individual Professional Investor Accounts without prior notice to or approval from you and such amendments shall come into effect immediately upon you have deemed receipt of notice from **Galaxy International Securities** and/or **Galaxy International Futures**.
- (b) You shall at all times bear the foreign currency exchange risk arising from transactions effected under your account with **Galaxy International Securities** and/or **Galaxy International Futures** and that you agree that **Galaxy International Securities** and/or **Galaxy International Futures** reserves the right to make such currency conversions if in its absolute discretion deem necessary for whatever reasons.
- (c) You undertake to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by **Galaxy International Securities** and/or **Galaxy International Futures** for the performance or implementation of this Agreement or any part thereof.

### NOTES RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE OF HONG KONG (the "PDPO")

1. From time to time, it may be necessary for you to supply Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group with data in connection with the opening or continuation of Accounts and the establishment or continuation of credit facilities or provision of the relevant trading, nominee and/or investment advisory services. The data is collected pursuant to applicable laws, regulations, rules or codes binding on Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group.
2. Failure to supply such data may result in Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group being unable to open or continue accounts or establish or continue credit facilities or provide securities trading nominee and/or investment advisory services to you.
3. It is also the case that data may be collected from you in the ordinary course of the continuation of the business relationship.
4. The purposes for which the data relating to you may be used are as follows:-
  - (a) the daily operation of the-related services and credit facilities provided to you;
  - (b) conducting credit checks;
  - (c) assisting other financial institution to conduct credit checks;
  - (d) ensuring on-going credit worthiness of you;
  - (e) designing financial services or related products for your use;
  - (f) marketing services, products and other subjects for your use (please see further details in Paragraph (6) below);
  - (g) determining the amount of indebtedness owed to or by you;
  - (h) collection of amounts outstanding from you and amounts as security for your obligations;
  - (i) complying with the obligations, requirements or arrangements for disclosing and using data that apply to Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group or that it is expected to comply according to:
    - (i) Any law binding or applying to it within or outside of Hong Kong Special Administrative Region existing currently and in the future;
    - (ii) Any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong Special Administrative Region existing currently and in the future;
    - (iii) Any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group by reason its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations.
  - (j) complying with any obligations related to money laundering, terrorist financing or other illegal activities; and
  - (k) purposes ancillary or relating to any of the above.
5. Data held by Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group relating to you will be kept confidential but Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group may provide such information to the following parties for the purposes set out in Paragraph 4:-
  - (a) any member of Galaxy International Group, including the holding companies of Galaxy International Securities and/or Galaxy International Futures.
  - (b) any agent, contractor or third party service provider who provides administrative, telecommunications, computer legal, accounting, payment or securities clearing or other services to Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group in connection with the operation of its business;
  - (c) any other person under a duty of confidentiality to Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group;
  - (d) any financial institution with which you have or propose to have dealings;
  - (e) any actual or proposed assignee of Galaxy International Securities and/or Galaxy International Futures and/or

any member of Galaxy International Group or participant or sub-participant or transferee of Galaxy International Securities' and/or Galaxy International Futures' rights in respect of you;

- (f) any person to whom Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group is compelled by law or by relevant regulatory authorities to make disclosure;
- (g) any person with your express or implied consent;
- (h) any person where Galaxy International Securities' and/or Galaxy International Futures' and/or any member of Galaxy International Group's interests require disclosure; and
- (i) any person where the public interest requires disclosure.

### 6. Use of Data in Direct Marketing

Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group intends to use your data in direct marketing and Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group requires your consent (which includes an indication of no objection) for that purpose. In this regard, please note the following:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and statistics held by the Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group may from time to time be used by the Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
  - (i) financial services and products;
  - (ii) investment related services and products (including but not limited to Capital Investment Entrant Scheme and investment consultancy services);
  - (iii) reward, loyalty or privileges programmes and related services and products
- (c) the above services, products and marketing subjects maybe provided or solicited by Galaxy International Securities and/or Galaxy International Futures and/or:
  - (i) any member of the Galaxy International Group;
  - (ii) third party financial institutions, insurers, securities and investment services providers;
- (d) in addition to marketing the above services, products and subjects itself, the Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group also intends to provide the data described in Paragraph 6(a) above to all or any of the persons described in Paragraph 6(c) above for use by them in marketing those services, products and subjects, and Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group requires your written consent (which includes an indication of no objection) for that purpose;
- (e) Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group may receive money or other property in return for providing the data to the other persons in Paragraph 6(d) above and, when requesting your consent or no objection as described in Paragraph 6(d) above, Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group will inform you if it will receive any money or other property in return for providing the data to the other person.
- (f) **if you do not wish Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group to use or provide to other persons your data for use in direct marketing as described above, you may, at any time, request Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group to cease using your data for direct marketing purpose by writing to Responsible Officer at the address provided in Paragraph 11 without any charges;**
- (g) you understand that if you so request, Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group is required to cease to use the data for such purpose. In addition, to comply with all relevant laws, regulations, guidelines or guidance, Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group, while retaining such data, shall cease from using such data for direct marketing.

- 7. In the course of performing Galaxy International Securities' and/or Galaxy International Futures' and/or any member of Galaxy International Group's duties, Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group may as permitted by law, match, compare transfer or Exchange any personal data provided by you with data held, or hereafter obtained, for these or any other purposes by Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group, government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purpose of verifying those data.

## Appendix III

8. Under and in accordance with the terms of the PDPO you:-
  - (a) have the right to check whether Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group holds data about him/her and the right of access to such data;
  - (b) have the right to require Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group to correct any data relating to him/her which is inaccurate; and
  - (c) have the right to ascertain Galaxy International Securities' and/or Galaxy International Futures' and/or any member of Galaxy International Group's policies and practices in relation to data and to be informed of the kind of personal data held by Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group.
9. In accordance with the terms of the PDPO, Galaxy International Securities and/or Galaxy International Futures and/or any member of Galaxy International Group has the right to charge a reasonable fee for the processing of any data access request.
10. Nothing in this statement shall limit the rights of yours under the Personal Data (Privacy) Ordinance.
11. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:-

**Responsible Officer**  
**China Galaxy International Securities (Hong Kong) Co., Limited and**  
**China Galaxy International Futures (Hong Kong) Co., Limited**  
**20th Floor, Wing On Centre,**  
**111 Connaught Road Central, Sheung Wan, Hong Kong**  
**Phone: (852) 3698 6836**  
**Email: Enquiry@chinastock.com.hk**