



信誠期貨有限公司
Prudential Index Trading Co. Ltd.

期貨交易
Futures Trading

客戶賬戶協議
Client's Account Agreement

The following clause supplements this Agreement with immediate effect:

If Prudential Brokerage Limited and/or Prudential Index Trading Company Limited (“the Company”) solicit the sale of or recommend any financial product to you (“the Client”), the financial product must be reasonably suitable for the Client having regard to the Client’s financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

FUTURES TRADING AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ in the year _____ BETWEEN:
(1) _____ of _____
(hereinafter referred to as the "Client") (Address)

; and

(2) Prudential Index Trading Co., Ltd., a company incorporated in Hong Kong with its principle place of business at 9/F, World Wide House, 19 Des Voeux Road C., Central, Hong Kong and a licensed corporation under the Securities and Futures Ordinance with Central Entity Number. AAE773 (hereinafter referred to as the "PRU").

Whereas:

1. Definitions

In this agreement

"Account" means any one or more futures trading accounts now or hereafter opened in the name of the Client with PRU in connection with this Agreement.

"Agreement" means this agreement, including the Account Opening Information Form and the various Supplement attached hereto, as originally executed or as thereafter from time to time amended or supplemented.

"Approved Debt Securities" means Exchange Fund Bills or Notes issued by the Hong Kong Special Administrative Region Government for the account of the Exchange Fund, Treasury Bills or Notes issued by the government of United States of America (other than United States Treasury Callable Corpus and Separate Trading of Registered Interest and Principal of Securities) and other debt securities or instruments as may from time to time be approved by the HKFE as cover for margin.

"Approved Securities" means TraHK Units and such other securities as may from time to time be approved by the HKFE as a form of cover for margin.

"Associate" means, in relation to PRU, a body corporate which is its subsidiary or affiliated company, in Hong Kong or elsewhere.

"Authorized Person" means, in the case of a corporate Client, the person(s) initially so named in the Account Opening Information Form and, in the case of individual Client, the person(s) initially so named in the Account Opening Information Form who hold valid power of attorney from the Client.

"Business Day" names any day on which the HKFE is open for trading other than Saturday, Sundays, public holiday and any other day declared by the HKFE to be a non-business day.

"Code of Conduct" means the Code of Conduct for Persons Registered with the SFC.

"Clearing House" means the HKFE Clearing Corporation Limited.

"Compensation Fund" means the Investor Compensation Fund that is established pursuant to the Securities and Futures Ordinance

"Contract" means any contract relating to a Financial Futures transaction.

"HKFE" means The Hong Kong Futures Exchange Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge.

"Financial Futures" includes Index Futures, HIBOR Futures and any other index futures, interest rate futures or foreign exchange futures and options on such futures contracts or items the subject of a future or options contract traded on the HKFE or any other Foreign Futures Exchanges or any other instrument agreed between the parties.

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

"HIBOR Futures" means any Hong Kong Interbank Offered Rate futures which are from time to time traded on the HKFE.

"Index Futures" means any stock exchange index futures and/or options which are from time to time traded on the HKFE.

"Instructions" means any instruction or orders regarding Financial Futures transactions communicated by the Client or its Authorized Person(s) to PRU in accordance with Clause 4.1.

"Interest Rates Cash Adjustment" means for any Currency Contract as defined in the Rules, a cash adjustment determined in accordance with the Clearing House Rules and which represents the interest differential between two contract-related currencies.

"Rules" means the rules and regulations of the HKFE and the general regulation and procedural manual of the Clearing House as amended from time to time.

"SFC" means the Securities and Futures Commission of Hong Kong.

"SFO Ordinance" means the Securities and Futures Commission Ordinance, Cap 571.

"TraHK Units" means units issued in accordance with the unit trust scheme named "Tracker Fund of Hong Kong" established by the trust deed dated 23 October 1999 between (1) State Street Global Advisors (HK) Limited as manager, (2) State Street Bank and Trust Company as trustee, and (3) Exchange Fund Investment Limited as promoter, as from time to time modified or added to.

"Variation Adjustment" means, in relation to transactions on the HKFE, the amount payable by (to) the Clearing House to (from) PRU on behalf of the Client, calculated on a daily basis.

2. Scope of Terms and Conditions

- 2.1 This Agreement shall apply to all Contracts which are effected or to be effected by PRU on behalf of the Client on the HKFE or any Foreign Futures Exchanges and shall be deemed to be incorporated in each Contract, whether oral or written, entered into between PRU and the Client. Any other terms and conditions proposed or referred to by the Client in writing or otherwise (whether express, implied or imported by custom or course of dealing), or upon which PRU and the Client may previously have entered into Contracts are hereby excluded.
- 2.2 All Contracts made on the HKFE and all transactions between PRU and the Client shall be binding on the parties and shall be subject to, and in accordance with, the procedures of the HKFE, the provisions of the Memorandum and Articles of Association of the HKFE and the Rules.

3 Preliminary and General Matters

- 3.1 Before entering into any Contract, the Client shall satisfy itself that such Contract is suitable for the Client's purposes. Notwithstanding that PRU may express views on the subject matter of any Contract or on any matter connected with Financial Futures transactions generally, each Contract shall be deemed to have been entered into by the Client in reliance only upon its own judgment and PRU shall have no responsibility or liability whatsoever in respect of any advice given, or views expressed by it or any of its directors, officers, employees or agents to the Client, whether or not such advice is given or such views are expressed at the request of the Client.
- 3.2 In relation to Contracts of the HKFE, PRU shall provide to the Client, upon request, contract specifications and any prospectus or other offering document covering such products.
- 3.3 The Client shall ensure that all necessary authorizations, approvals and consents of any government or other regulatory body or authority applicable to any Financial Futures transactions are obtained and that the terms thereof and all the applicable regulations of such bodies and authorities are complied with.
- 3.4 Every Contract is made on the clear understanding that both PRU and the Client contemplate actual performance thereof.
- 3.5 PRU may at its absolute discretion and without assigning any reason, refuse to carry out any Financial Futures transaction on behalf of, or enter into any Contract with, the Client.
- 3.6 In relation to Contracts of the HKFE, the Client acknowledges that in the case of a default committed by PRU and the Client having suffered pecuniary loss thereby in relation to transactions on the HKFE, the liability of the Compensation Fund will be restricted to valid claims as provided for in the relevant Ordinances and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Compensation Fund in full, in part or at all.
- 3.7 PRU discloses to the Client that it trades on its own account or on the account of any Associate and any of its directors or employees may trade on its own account.
- 3.8 In relation to transactions on the HKFE, the Client acknowledges that PRU is bound by the Rules which permit the HKFE to take steps to limit the positions or require the closing out of relevant Contracts on behalf of such Client who in the opinion of the HKFE are accumulating positions which are or may be detrimental to any particular market or markets or which may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.
- 3.9 All monies, securities and other property received by PRU from the Client or from any other person (including a clearing house) for the account of the Client shall:
 - (a) be held by PRU as trustee, segregated from PRU's own assets; and
 - (b) not form part of the assets of PRU for insolvency or winding-up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of the business or assets of PRU.
- 3.10 The Client shall not be entitled to any interest as may be received by PRU attributable to any credit balance of the Client in the Account. The Client shall pay interest on all debit balances on the Account (including any amount otherwise owing to PRU at any time) at such rates and on such other terms as PRU notifies the Client from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by PRU. Overdue interest shall be compounded monthly and shall itself bear interest.

- 3.11 In relation to transactions on the HKFE, the Client acknowledges that in respect of any account of **PRU** maintained with Clearing House, whether or not such account is maintained wholly or partly in respect of Financial Futures transacted on behalf of the Client and whether or not monies or Approved Debt Securities or Approved Securities paid or deposited by the Client have been paid to or deposited with the Clearing House, as between **PRU** and the Clearing House, **PRU** deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favor of the Client and monies, Approved Debt Securities paid to or deposited with the Clearing House are thereby freed from the trust referred to in Clause 3.9 herein.
- 3.12 In relation to transactions on the HKFE, any monies, Approved Debt Securities or Approved Securities received by **PRU** from the Client or from any other person (including the Clearing House) are held in the manner under Paragraphs 7 to 12 of Schedule 4 to the Code of Conduct. The Client authorizes **PRU** to apply any monies or Approved Debt Securities or Approved Securities in the manner specified under Paragraphs 13 to 15 of Schedule 4 to the Code of Conduct. In particular **PRU** may apply such monies, Approved Debt Securities or Approved Securities in or towards meeting the obligations of **PRU** to any party insofar as such obligations arise in connection with or incidental to Financial Futures transacted on the Client's behalf.
- 3.13 The Client confirms that the information supplied in the Account Opening Information Form is true and complete and agrees to notify **PRU** forthwith of any material changes in the information supplied in this Agreement.
- 3.14 **PRU** may, subject to the provisions of the relevant ordinances (as defined in the SFC Ordinance) and any applicable law, take the opposite Position to the Client's order in relation to any exchange traded futures and options, whether on **PRU**'s own account or for the account of its associates or other Clients of **PRU**, provided that such trade is executed competitively on or through the facilities of the HKFE in accordance with the rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.
- 3.15 The Client acknowledges that there may, on occasions, be a delay in making prices or in dealing by **PRU** due to the physical restraints on the HKFE or other Foreign Futures Exchange and the rapid changes in the prices of commodities and **PRU** may not, after using reasonable endeavors, be able to trade at the prices quoted at any specific time. The Client agrees that **PRU** shall not be liable for any loss arising by reasons of its falling, or being unable, to comply with any terms of the Client's instruction.
- 3.16 The Client acknowledges that where **PRU** is unable after using reasonable endeavors to execute any instruction in full, it is entitled to effect partial performance only without prior reference to the Client for confirmation. The Client shall accept and be bound by the outcome of any performance, partial performance or non-performance when the Client's request to an order is made.
- 3.17 Any Client's instruction that has not been executed before the close of business of the relevant exchange or such other expiration date required by the relevant exchange or such other later time as the Client and **PRU** may agree shall be deemed to have been cancelled automatically.
- 3.18 The Client acknowledges that due to the trading practices of the HKFE or other Foreign Futures Exchange in which transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by **PRU** following Instructions given by the Client.
- 3.19 The Client hereby authorizes **PRU** to conduct a credit enquiry (or personal credit enquiry in case of individual Client) or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client and Client shall keep **PRU** informed regarding its financial standing and shall immediately report to **PRU** any information that it is insolvent, or threatened with insolvency or quit of any irregularities or practices affecting the good name of HKFE.
- 3.20 The Client authorizes **PRU**, at any time and at Company's absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of instructions, to consolidate and/or disaggregate the Client's Instructions to purchase and/or sell Contracts on the Client's behalf with similar instructions received from **PRU**'s other Client. The Client agrees that in the event of there being insufficient Contracts available to satisfy the purchase/sell orders so consolidated, the number of Contracts actually purchased/sold shall be attributed to the relevant Clients in the order in which those orders were received by **PRU**.
- 3.21 Subject to applicable laws and regulations and market requirements, **PRU** may in its discretion determine the priority in the execution of its Clients' orders, having due regard to the sequence in which such orders were received and the Client shall not have any claim of priority to another Client in relation to the execution of any order received by **PRU**.

4 Authority

- 4.1 **PRU** shall be authorized by the Client to purchase and sell Financial Futures for the account of the Client in accordance with the oral instructions, either in person or by telephone, of the Client or its Authorized Person(s) (subsequently to be confirmed in writing but the absence of such written authority shall not affect **PRU**'s authority to act in accordance with such oral instructions) or written Instructions given by the Client or its Authorized Person(s) by post or delivered by hand or purported to be given by the Client or its Authorized person(s) in such other form as from time to time accepted by **PRU**. **PRU** may act on any Instructions which it believes to be from the Client or its Authorized Person(s). Once given, Instructions may only be withdrawn or amended with **PRU**'s consent.
- 4.2 **PRU** shall not be responsible for any delays or inaccuracies in the transmission of orders or other information due to any cause whatsoever beyond its reasonable control.
- 4.3 **PRU** shall upon the request of the HKFE or the SFC disclose the name, beneficial identity and such other information concerning the Client as the HKFE, the SFC or other regulators relating to Foreign Exchanges may require. The Client undertakes to disclose such other information concerning itself to **PRU** within the time **PRU** specified as may be required for **PRU** to comply with the Rules, the SFC Ordinance and/or the requirements of the HKFE and/or Foreign Futures Exchanges. The Client irrevocably authorizes **PRU** to make any such disclosure. In relation to transaction on HKFE, in the event that **PRU** fails to comply with the disclosure requirement under Rule 606(a) or Rule-613 (a) of the HKFE, the Chief Executive of the HKFE may require the closing out of position on behalf of the Client or the imposition of a margin surcharge on the positions of such Client. Where the Client is an individual, **PRU** is subject to the Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individuals. **PRU**'s policies and practices relating to personal data to this Agreement and the Client acknowledges that it fully understands and accepts the provisions.
- 4.4 In relation to transactions on the HKFE, the Client acknowledges that the Clearing House may do all things necessary to transfer any open positions held by **PRU** on the Client's behalf and any money and security standing to the credit of its account with **PRU** to another participant of the HKFE in the event the rights of **PRU** as exchange participant of the HKFE are suspended or revoked.

5 Delivery

The Client shall promptly deliver any monies, securities, financial instruments, documents or other commodities or property deliverable by it under any Contract in accordance with any instructions given by **PRU** to meet margin calls and demands for Variation Adjustments and Interest Rates Cash Adjustments applicable to any HKFE transaction or to meet margin requirements applicable to any Foreign Futures Exchanges.

6 Margin and Deposit

- 6.1 The Client shall on demand pay to or deposit with **PRU** as margin, and/or Variation Adjustments and/or Interest Rate Cash Adjustments for account or accounts of the Client with **PRU** such amount of money, and/or other security as contemplated in Clause 5, as **PRU** may from time to time in its absolute discretion require together with such documents as **PRU** may in its absolute discretion require it to exercise its rights in connection therewith. In relation to transactions on the HKFE, **PRU** may be required to report to the HKFE and the HKFE and the SFC particulars of all open positions in respect of which two successive margin calls, demands for Variation Adjustments and Interest Rate Cash Adjustments are not met within the period specified by **PRU**. **PRU** may require more margin, Variation Adjustments or Interest Rate Cash Adjustments than that specified by the HKFE and/or the Clearing House and may close out open positions in respect of which any margin calls, demands for Variation Adjustments or Interest Rate Cash Adjustments are not met within the period specified by **PRU** or at the time of making such call(s) or demand(s).
- 6.2 **PRU** may from time to time, without prior notice to the Client, transfer all or any part of any money or other security held by **PRU** for the account of the Client between accounts of the Client with **PRU** or to any account with a clearing or non-clearing member of the HKFE as it may at its sole discretion considers to be necessary or desirable in order to meet any margin requirement of the Client. **PRU** shall notify the Client upon making any such transfer.
- 6.3 Any documents or other property held by **PRU** as security for any margin, deposit or other obligation of the Client to **PRU** shall be held by it by way of pledge unless it is held expressly subject to some other security arrangement.

7 Fees and Charges

- 7.1 The Client shall pay to the commission and exchange fees prescribed by the HKFE or any Foreign Futures Exchange for Financial Futures Contracts and such additional charges as may be determined by **PRU** from time to time and notified to the Client. Please refer to separate leaflet for the commission and fees which may be charged to the Client.
- 7.2 Every HKFE Contract shall be subject to the charge of a Compensation Fund levy and a levy Pursuant to the SFC Ordinance, both levies shall be borne by the Client

8 Payments

- 8.1 All payments pursuant to this Agreement or otherwise in connection with any Financial Futures transaction shall be made in immediately available funds (or other funds determined by and acceptable to **PRU** at its absolute discretion) in such currency as **PRU** may in its absolute discretion require, on the due date of such payment and be exclusive of any deductions or withholding.
- 8.2 If the Client defaults in the payment on the due date of any sum due hereunder to **PRU**, the Client shall on demand pay interest calculated on the daily amount outstanding of such sum at the rate which is from time to time notified to the Client by **PRU**. The Client will, in addition, reimburse **PRU** on demand for all expenses which may be incurred by **PRU** in protecting any of its rights, or in suing for or recovering any sum due to it in respect of any Financial Futures transaction effected by it for the Client.

9 Transaction Notices and Reports

- 9.1 **PRU** will report to the Client executions of Financial Futures transaction
- (a) promptly by telephone calls or facsimile or other means as agreed and/or
 - (b) by sending to the Client a copy of the transaction confirmation and account statement on the following Business Day. Unless there have been no transactions or any revenue or expense item in the Account during any particular month and the Account does not have any outstanding balance or holding of position of Contract, **PRU** will send to the Client a monthly statement showing a transaction summary for the month.
- 9.2 The Client shall have a duty to examine the transaction confirmation, account statement and the monthly statement carefully and to notify **PRU** in writing of any alleged error or irregularity therein within 48 hours or such other period of time as may be specified by **PRU** generally or in any particular case, after the date of dispatch of such confirmation or statement. The Client agrees that **PRU** is not liable for any damages or market fluctuations resulting from any delay in reporting an error to **PRU**. Otherwise, in the absence of a manifest error, the transaction confirmations, account statement and monthly statement shall be conclusive and the Client shall be deemed to have waived any such error and **PRU** will be released from all claims by the Client in connection with the statement or any action taken or not taken by **PRU** regarding the Account. In the case that there is an overpayment of money or Contracts to the Account, the Client agrees to notify **PRU** as soon as it is aware of the overpayment and agrees not to remove (or if it is removed, to return) the money or Contracts.

10 Events of default

- 10.1 The following events shall be Events of Default for the purpose of this Agreement:
- (a) in respect of any Contract, the Client fails to observe or perform on its due time and date any provision thereof (including, without prejudice to the generality of the foregoing, any of this Agreement), or in respect of any other agreement or transaction between the Client and **PRU**, the Client fails to observe or performance on its due date any provision thereof or the Client assigns or purports to assign the whole or any part of the benefit of any Contract; or
 - (b) the Client (in the case of an individual) dies, or is judicially declared insane or incompetent, or commits an act of bankruptcy or, (in the case of an corporate) is insolvent or, (in the case of a partnership) is dissolved or enters into an arrangement or composition for benefit of its creditors or ceases or threatens to cease to make payment of its debts; or
 - (c) an encumbrancer takes possession or a receiver, trustee or other similar officer is appointed in respect of any part of the Client's undertaking, assets or revenues or a distress, execution or other process is levied or enforced or sued out upon or against any property of the Client and is not removed, discharged or paid out in full within 7 days; or
 - (d) an administrator, liquidator or similar officer is appointed or an administration order made with respect to the Client or the whole or any part of the Client's assets or business; or
 - (e) any money or security deposited as margin by the Client shall be determined by **PRU** at its sole discretion to be inadequate having regard to the value of Contracts entered into, or proposed to be entered into, by the Client; or
 - (f) there shall, without the prior written consent of **PRU**, be a debit balance on any Account of the Client with **PRU**; or
 - (g) notwithstanding that none of the above events has occurred, **PRU** considers it necessary for its own protection.
- 10.2 Without prejudice to any other rights or remedies which **PRU** may have, if any of the Events of Default shall occur, without prior demand, call or notice to the Client:
- (a) **PRU** shall be entitled to immediately close the Account;
 - (b) **PRU** shall be entitled to terminate all or any part of this Agreement;
 - (c) **PRU** shall not, pending remedy thereof, be obliged to pay over any sum or deliver any assets held by way of security to the Client in respect of any Financial Futures transaction;
 - (d) **PRU** shall be entitled to suspend performance of any of its obligations to the Client howsoever arising and whether under any Contract or otherwise, including the payment of any sum or sums of money then due or which might thereafter become due, until such time as the Client has Fully complied with all its obligations to **PRU**;
 - (e) **PRU** shall be entitled at any time after the occurrence of any Event of Default to close out all or any existing Contracts in such manner as it considers necessary or desirable having regard to the Rules notwithstanding that the settlement date(s) thereof shall not have arrived and to take such other steps as it may consider necessary to protect its interest, but in no circumstances shall **PRU** be under any obligation to exercise any of such rights or, if it does exercise any of such rights, to do so at a time or in a manner beneficial to the Client;
 - (f) **PRU** may sell or subpledge any securities, financial instruments, documents or other property held by it under this Agreement as it may deem appropriate in order to discharge any obligations of the Client to **PRU**; and
 - (g) **PRU** may combine, consolidate and set-off any accounts of the Client in accordance with Clause 14.

All amounts due or owing by the Client to **PRU** under this Agreement shall become immediately due and payable if an Event of Default occurs. Any demand, call or notice given by **PRU** to the Client prior to its exercise of any rights under this Clause shall not be construed as a waiver of the right of **PRU** to exercise its rights under this Clause without prior notice.

11 Termination

- 11.1 Provided that there is no outstanding Contract in the Account, either party may terminate this Agreement at any time by giving the other party no less than 3 Business Days' notice in writing.
- 11.2 Termination under this Clause:
- (a) shall not affect any transactions entered into by **PRU** pursuant to this Agreement before the termination;
 - (b) shall not affect the rights or liabilities of either party in respect of open Contracts or Contracts in respect of which there is an outstanding liability to **PRU** and shall be without prejudice to **PRU**'s rights to all deposits, margin and other sums held by it and this Agreement shall continue to apply thereto; and
 - (c) shall not terminate or affect any warranties made by the Client under this Agreement or any Contract.
- 11.3 Upon termination of this Agreement under this Clause, all amounts due or owing by the Client to **PRU** under this Agreement shall become immediately due and payable. **PRU** shall cease to have any obligations to conduct Financial Futures transactions on behalf of the Client in accordance with the provisions of this Agreement, notwithstanding any Instructions from the Client to the contrary.

12 Notice and Communications

- 12.1 All notices, reports, statements, confirmations and other communications shall be in written or electronic form (if applicable) which may be personally delivered or transmitted by post, facsimile or electronic mail, if to the Client, at the address, facsimile number or electronic mail address given in the Account Opening Information Form or at such other address, facsimile number or electronic mail address as shall be designated by the Client in a written notice to **PRU**; and if to **PRU**, at its address at such office of **PRU** as **PRU** may from time to time select and notify to the Client.
- 12.2 All such notices, reports, statements, confirmations and other communications shall be deemed to have been duly served:
- (a) at the time of delivery or transmission, if delivered personally, by facsimile or by electronic mail; or
 - (b) 2 Business days after the date of posting, if sent by local mail; or
 - (c) 5 Business days after the date of posting, if sent by overseas mail.
- 12.3 The Client acknowledges that telephone calls between the Client and **PRU** may be recorded and that the record may be used as final and conclusive evidence of the Instructions in the case of disputes.

13 Assignment

- 13.1 The Client may not assign any rights hereunder or under any Contract without the consent of **PRU**. The Client's rights arising under each Financial Futures transaction or Contract shall be subject to all rights, liabilities and obligations arising out of the application of this Agreement to every other Financial Futures transaction entered into by the Client with **PRU**.
- 13.2 The Client agrees that **PRU** may transfer its rights and obligations under this Agreement without the Client's consent

14 Consolidation of Client's Accounts and Set Off

- 14.1 **PRU** shall be entitled but not obliged at any time without notice, either for itself or as agent for its Associate, to combine and/or consolidate any or all of the Client's accounts, of any nature and either individually or jointly with others, with Company or any Associate, and liabilities to **PRU** and/or any Associate.
- 14.2 Without prejudice to any other right that **PRU** may have, whether at law or otherwise, it may set off, transfer or apply any money, securities or other property in any of the accounts referred to in Clause 14.1 above and/or any amounts owing by **PRU** to the Client under any Contract or otherwise however to satisfy obligations of the Client to **PRU** and/or any Associate whether such obligations and liabilities are due and payable, actual or contingent, primary or collateral, secured, or joint or several.
- 14.3 Any security given to **PRU** by the Client for any purpose shall extend to any amount owing from the Client to **PRU** after exercise of any right of set off

combination or transfer referred to in Clause 14.2 above.

15. Currency

- 15.1 **PRU** may, without prior notice to the Client, make any currency conversions it considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under this Agreement or any Contract. Any such conversions shall be effected by it in such manner and at such rates as it may at its discretion determine having due regard to the prevailing rates for freely convertible currencies.
- 15.2 All foreign currency exchange risk arising from any Contract or from the compliance by **PRU** with its obligations or the exercise by it of its rights under this Agreement shall be borne by the Client.

16. Omnibus Account

In the case that the Client operates an omnibus account and is not an exchange participant of the HKFE, the Client shall, in relation to transactions on the HKFE:

- 16.1 in the Client's dealing with the person(s) from whom the Client receives instructions with respect to the omnibus account, comply with and enforce the margin, Variation Adjustment and Interest Rate Cash Adjustments requirements and procedures as stipulated in the Rules and the rules of the Clearing House as though the Client were a member of HKFE and as though the person(s) for whose account or benefit such instructions are given were clients;
- 16.2 cause the Exchange Contract (as defined in the Rules) to be entered into in fulfillment of such instructions, so that there shall, in no circumstances, be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations of commodities under the laws of Hong Kong or in a manner which constitutes or involves betting, wagering, gaming or gambling with respect to such items in contravention of Hong Kong Laws or any other applicable laws; and
- 16.3 ensure that persons from whom the Client receives instructions comply with the margin, Variation Adjustment and Interest Rate Cash Adjustment requirements as stipulated in the Rules, with the result that, as between HKFE and **PRU**, **PRU** should be responsible for ensuring that such requirements are complied with by all persons through whom instructions pass with respect to the omnibus account as if each in turn was the client for whom such omnibus account was operated.

17. Limitation of Liability and Indemnity

- 17.1 Neither **PRU** nor any of its directors, officers, employees and agents or any correspondents shall be liable to the Client for any direct, indirect or consequential loss or damage (including economic loss or damage) suffered by the Client arising out of or connected with any act or omission in relation to this Agreement, any Contracts or in respect of any Financial Futures transaction unless such loss results from its or any of its fraud, negligence or willful default. The Client undertakes to keep **PRU** and its directors, its officers, employees and agents indemnified against all costs, charges, loss, claims, damages, liabilities, demands or proceedings (including, without limitation, any costs and expenses incurred in settling any claim, demand or proceeding) incurred by **PRU** or them arising out of anything done or omitted pursuant to any Instruction given by the Client or the Authorized Persons or in relation to any matters contemplated by this Agreement, by any of the Contracts or in respect of any Financial Futures transactions or arising out of or connected with any breach by the Client of the Client's obligations to **PRU** pursuant to this Agreement, any of the Contracts or in respect of any Financial Futures transactions.
- 17.2 In addition to any lien, right of set-off or other right which **PRU** may have, **PRU** shall be entitled at any time and without notice to the Client to set-off the indemnity herein given or any such charge, fee or monies owing to **PRU** in respect of the services herein rendered against any of the Client's accounts whether in Hong Kong or elsewhere notwithstanding that the credit balances on such accounts and the Client's liabilities may not be expressed in the same currency. The Client hereby authorizes **PRU** to effect any necessary conversion of the currency at **PRU**'s prevailing rate of exchange and the Client hereby waives any rights, claims, actions or proceedings which the Client may have against **PRU** for any loss or liabilities which the Client may suffer as a consequence of **PRU** acting in accordance with this authorization.

18. Joint and Several Liability/Successors

- 18.1 Where the Client comprises two or more individuals:
- (a) the Account shall be owned by the individuals as joint tenants with the right of survivorship and each such individual shall be jointly and severally liable for obligations under this Agreement;
- (b) **PRU** may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals without notice to the other individual and **PRU** is not responsible for determining the purposes or propriety of an Instruction **PRU** receives from any such individual or for the disposition of payments or deliveries among such individuals. **PRU** reserves the right to require written Instructions from all such individuals as its discretion;
- (c) any payments made to any one of such individuals shall be a valid and complete discharge of **PRU**'s obligations to each individual regardless of whether such payment is made before or after the death of any one of more of such individuals;
- (d) any notices and communications sent to one such individual will be deemed notice to all individuals holding the Account;
- (e) subject to the provisions of the Estate Duty Ordinance (Cap. 111), on the death of any such individual (being survived by any other such individual), this Agreement shall not be terminated and the interest in the Account of the deceased shall thereupon vest in and ensure for the benefit of the survivor(s) (and, in the case of the death of all individuals, to the legal representative(s) of the last survivor on production of a Grant of Probate or Letter of Administration in respect of that last survivor) provided that any liabilities incurred by the deceased individual shall also be enforceable by **PRU** against such deceased Client's estate. The surviving Client(s) shall give **PRU** written notice immediately upon any of them becoming aware of any such death.
- 18.2 This Agreement shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

19. Amendments

The Client agrees that **PRU** may amend the terms of this Agreement by giving the Client reasonable notice of the changes in writing at any time. Any amendment to this Agreement shall take effect on expiry of such notice period and the Client will be deemed to have accepted the amendment if it does not terminate the Account.

20. Client Identity Rule

Notwithstanding Clause 3.3, if the Client effects Financial Futures Transactions listed on the HKFE, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with its clients, the Client hereby agrees that, in relation to such transaction where **PRU** has received an enquiry from the HKFE and/or the SFC (the "Hong Kong regulators"), the following provisions shall apply.

- 20.1 Subject as provided below, the Client shall, immediately upon request by **PRU** (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the client for whose account the transactions was effected and (so far as known to the Client) of the person with the ultimate, beneficial interest in the transactions. The Client shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the transactions.
- 20.2 If the Client effected the transactions for a collective investment scheme, discretionary account or discretionary trust the Client shall, immediately upon request by **PRU** (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong 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 the Client to effect the transactions.
- 20.3 If the Client effected the transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform **PRU** when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by **PRU** (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transactions.
- 20.4 If the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the transactions was effected, the Client confirms that:
- (a) it has arrangements in place with its client which entitle the Client to obtain the information set out in Clauses 20.1 and 20.2 from its client immediately upon request or procure that it be so obtained; and
- (b) it will, on request from **PRU** in relation to a transaction, promptly request the information set out in Clauses 20.1 and 20.2 from the client on whose instructions the transactions was affected, and provide the information to the Hong Kong regulations as soon as received from its client or procure that it be so provided.
- 20.5 The Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary account or discretionary trusts for whose account transactions may be effected to release information to the Hong Kong regulators of the identity and contact details of such clients, collective investment scheme, discretionary account or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such transactions, and (if different from the client/ultimate beneficiary) of the person(s) who originated the transactions.
- 20.6 The provisions of this Clause shall continue in effect notwithstanding the termination of this Agreement.

21 Governing Law

This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of the Special Administrative Region of Hong Kong and may be enforced in accordance with the laws of the Special Administrative Region of Hong Kong.

22 General

- 22.1 Each term of this Agreement is severable and distinct from the others. If any term in this Agreement is inconsistent with any present or future law, rule or regulation of the HKFE, the Clearing House or any authority having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.
- 22.2 Time shall in all respect be of essence in the performance of all of the Client's obligations under this Agreement.
- 22.3 A failure or delay in exercising any right, power or privilege in respect of this Agreement by PRU will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.
- 22.4 In the event of any difference in the interpretation or meaning between the Chinese and English version of this Agreement, the Client and PRU agree that the English version shall prevail.

23 Risk Disclosure and Disclaimer

PRU refers the Client to the Risk Disclosure Statements and Disclaimers.

SIGNED BY THE CLIENT

Name :

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)
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)
)

Authorized Signature(s) / Company Chop

IN THE PRESENCE OF

Witness Name :

Occupation :

Address :

)
)
)
)
)
)

Signature of Witness

**ACKNOWLEDGED AND ACCEPTED BY
PRUDENTIAL INDEX TRADING CO., LTD.**

**FOR AND ON BEHALF OF
PRUDENTIAL INDEX TRADING CO., LTD.**

)
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)
)

Authorized Signature(s)

ON-LINE TRADING AGREEMENT

This On-line Trading Agreement is supplemental to the Futures Trading Agreement entered into by **PRU** and the Client to which this On-line Trading Agreement is annexed whereby **PRU** agrees to provide to the Client Electronic Services which enable the Client to give electric Instruction and to obtain quotations and other information via computer or telephonic transmission for use on compatible or network computers that can connect to a telecommunication network ("Electronic Services"). Where any conflict arises between the Futures Trading Agreement and the provisions of this On-line Trading Agreement, the provisions of the latter shall prevail.

1. The Client will be only authorized user of the Service under the Account. The Client will be responsible for the confidentiality and use of the Access Codes. The Client acknowledges and agrees that he will be solely responsible for all Instructions entered through the Service using the Access Codes and neither **PRU** nor **PRU**'s directors, officers or employees will have any liability to the Client, or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any Instruction.
2. The Client acknowledges that the Prudential Web Service is proprietary to **PRU**. The Client warrants and undertakes that he will not, and shall not attempt to, tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Prudential Web Service. The Client acknowledges that **PRU** may take legal action against him, if he at any time breach this warranty and undertaking or if **PRU** at any time reasonably suspects that the client has breached the same. The Client undertakes to notify **PRU** immediately if he becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.
3. The Client further acknowledges and agrees that, as a condition of using the Service to give Instructions, he will immediately notify **PRU** if:
 - (a) an Instruction in respect of the Account has been placed through the Service and the client has not received an order number;
 - (b) an Instruction in respect of the Account has been placed through the Service and the Client has not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means);
 - (c) the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which he did not instruct or any similar conflict; or
 - (d) the Client becomes aware of any unauthorized use of the User ID, Password or PIN.
4. The Client understands that **PRU** will prepare the Internet Securities Trading Policy setting out the operation policy and procedures of the Prudential Web Service applicable at any time which shall be available at the Prudential web site the terms of which shall be binding on him in respect of his use of the Prudential Web Service. In the event of inconsistencies between the terms of this Agreement and the Internet Securities Trading Policy, the terms of this Agreement shall prevail.
5. Risks associated with electronic or online devices, including delays or failure in the transmission, receipt or execution of Instructions due to breakdown or failure of transmission or traffic congestion of communications or an other cause(s) beyond the control or anticipation of **PRU**, may arise which may include a client's Instruction being executed before a client's revised or cancellation Instruction being validly placed and effected, delay in the execution of Instruction and/or price quoted being different from those prevailing at the time the Instruction is given and the Client shall be fully responsible for all such risks.
6. All online quoted data and information provided by **PRU** or any other third party is for reference purpose only and **PRU** will not be liable for any inaccuracy thereof of any loss and damages whatsoever of the Client in reliance thereon.
7. The Client agrees to defend, indemnify and hold **PRU**, its Associates, its agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Future Trading Agreement (including this On-line Trading Agreement), applicable futures laws and regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this On-line Trading Agreement.
8. **PRU** reserves the right to terminate the Client's access to the Electronic Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Client's Login ID, Password and/or account number(s), breach of the On-line Trading Agreement or the Futures Trading Agreement, discontinuance of **PRU**'s access to any information from any Information Provider or termination of one or more agreement between **PRU** and the Information Provider.
9. **PRU** may change the terms in this On-line Trading Agreement from time to time by giving the Client reasonable notice in writing or via Electronic Services.

SIGNED BY THE CLIENT

Authorized Signature(s) / Company Chop
Name of Client(s) :
Date :

RISK DISCLOSURE STATEMENTS AND DISCLAIMERS

Risk of Trading Futures and Options

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

Futures

1. Effect of 'Leverage' or 'Gearing'

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm with which you deal to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-reducing orders or strategies

The placing of certain orders, which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

Options

3. Variable degrees of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of options (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the options is on futures, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the options premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ('writing' or 'granting') options generally entail considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably against him. The seller will also be exposed to the risk of the purchaser exercising the options and the seller will be obligated to either settle the options in cash or to acquire or deliver the underlying interest. If the options is on futures, the seller will acquire a position in futures with associated liabilities for margin (see the section on Futures above). If the options is 'covered' by the seller holding a corresponding position in the underlying interest or a futures or another options, the risk may be reduced. If the options is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the options premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the options is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

Additional Risks Common to Futures and Options

4. Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an options) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

5. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the options may not exist. This can occur when, for example, the futures contract underlying the options is subject to price limits while the options are not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

6. Deposited cash and property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

7. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8. Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

9. Currency risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

10. Trading facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the exchange, the clearing house and/or Exchange Participants. Such limits may vary: you should ask the firm with which you deal for details in this respect.

11. Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. Off-board trading

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

HKFE Disclaimer

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

Disclaimer – HSI and Sub-Index Futures

The Hang Seng Index and each of the four Sub-indices of the Hang Seng Index (namely Hang Seng Finance Sub-indices, Hang Seng Utilities Sub-index, Hang Seng Properties Sub-index and Hang Seng Commerce & Industry Sub-index (collectively "the Hang Seng Sub-indices")), their respective marks, names and processes of compilation and computation are the exclusive property of and proprietary to Hang Seng Data Services Limited and are published, compiled and computed by HSI Services Ltd. HSI Services Limited has granted to the SEHK by way of licence the use of the Hang Seng Index and the Hang Seng Sub-indices solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on the Hang Seng Index and the Hang Seng Sub-indices (collectively "the Hang Seng Sub-indices"). The process and basis of compilation and computation of Hang Seng Index and each of the Hang Seng Sub-indices and any of the related formula or formulae, notice and the HKFE may at any time require that trading in and settlement of such of the Futures Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor Hang Seng Data Services Limited nor HSI Services Limited warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the Hang Seng Index and/or any of the Hang Seng Sub-indices and its compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Index and/or any of the Hang Seng Sub-indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, Hang Seng Data Services Limited or HSI Services Limited in respect of the use of the Hang Seng Index and/or any of the Hang Seng Sub-indices for the purpose of and in connection with the Future Contracts and /or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruption, suspensions, changes or failures (including but not limited to those resulting from negligence) of HSI Services Limited in the compilation and computation of the Hang Seng Index and/or any of the Hang Seng Sub-indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Futures Contracts. No claims, actions or legal proceedings may be brought by and Exchange Participant or any third party against the HKFE and/or Hang Seng Data Services Limited and/or HSI Services Limited in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party deals in the Futures Contracts in full Knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, Hang Seng Data Services Limited and/or HSI Services Limited.

Disclaimer – HSI Options

The Hang Seng Index and each of the four Sub-indices of the Hang Seng Index (namely Hang Seng Finance Sub-Indices, Hang Seng Utilities Sub-indices, Hang Seng Properties Sub-index and Hang Seng Commerce & Industry Sub-indices (collectively "the Hang Seng Sub-indices")), their representative marks, names and processes of compilation and computation are the exclusive property of and proprietary to Hang Seng Data Services Limited and are published, compiled by HSI Services Limited. HSI Services Limited has granted to the HKFE by way of license the use of the Hang Seng Index and the Hang Seng Sub-indices solely for the purposes of and in connection with the creation, marketing and trading of index option contracts based on the Hang Seng Index and the Hang Seng Sub-indices (collectively "the Index Option Contracts"). The process and basis of compilation and computation of Hang Seng Index and each of the Hang Seng Sub-indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI Services Limited without notice and the HKFE may at any time require that trading in and settlement of such of the Index Option Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor Hang Seng Data Services Limited nor HSI Services Limited warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the Hang Seng Index and/or any of the Hang Seng Sub-indices and its compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Index and/or any of the Hang Seng Sub-indices is given or maybe implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, Hang Seng Data Services Limited or HSI Services Limited in respect of the use of the Hang Seng Index and/or any of the Hang Seng Sub-indices for the purposes of and in connection with the Index Option Contracts and/or dealing therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI Services Limited in the compilation and computation of the Hang Seng Index and/or any of the Hang Seng Sub-indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Index Option Contracts. No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE and/or Hang Seng Data Services Limited and/or HSI Services Limited in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party deals in the Index Option Contracts in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, Hang Seng Data Services Limited and/or HSI Services Limited.

ACKNOWLEDGEMENT BY CLIENT

I/We acknowledge and confirm that the above risk disclosure statements were provided to me/us in a language of my/our choice and that I/We have been invited to read the risk disclosure statements, to ask question, and take independent advice.

Signed by Client
Date :

DECLARATION BY REGISTERED PERSON

I have fully explained the contents of the above risk disclosure statements to _____ (name of client) at 9/F, World-wide

House, 19 Des Voeux Road C., Central, Hong Kong / by phone / _____ (address where the explanation took place) in a language which the client fully understands and have invited the client to read the risk disclosure statements, ask questions and take independent advice if the client wishes.

Signed by registered person

CE number ()
Name of registered person (in block letters)

Date :

The Margin requirement of Futures and Options Account

I/We hereby understand and agree to pay on demand, when the maintenance margin is not met with respect to my/our account(s), within two hours after the margin call; otherwise, Prudential Index Trading Co. Ltd (PRU) shall be entitled to close out some or all the opening position; meanwhile, when my/our account's value drop below the 60 % of the Initial margin level, PRU shall be entitled to close out some or all the opening position without any prior notice.

期貨及期權賬戶之保證金要求

本人/吾等明白並同意，如本人/吾等之倉位下跌至維持按金水平，而未能於發出補倉要求後的兩小時內補足按金，信誠期貨有權將有關合約斬倉。同時，如因市場波動，而令倉位跌至開倉基本按金之六成或以下，信誠期貨有權不預先知會本人/吾等而將有關合約斬倉。

Authorized Signature / Company Chop 授權人簽署 / 公司印章
Name of Client 客戶名稱：
Account No 客戶號碼：
Date 日期：

*為避免市場波動時被強制斬倉，持倉客戶應保持充裕資金。

To prevent mandatorily close out the opening position, client(s) should maintain plenty of money in the account.

LETTER OF AUTHORITY IN RESPECT OF TRANSFERRING FUNDS

資金調撥授權書

Prudential Index Trading Company Limited (“PITCL”) 信誠期貨有限公司

Prudential Brokerage Limited (“PBL”) 信誠證券有限公司

Prudential Capital Asia Limited (“PCAL”) 信誠資本亞洲有限公司

(Hereinafter referred to as the “PRU”) (以下簡稱「信誠集團」)

I/We hereby authorize “PRU”* **Prudential Index Trading Company Limited / Prudential Brokerage Limited / Prudential Capital Asia Limited** (* Delete where inapplicable) to transfer any funds standing to my/our credit any existing or future accounts and/or credit or margin facilities granted by any of your companies amongst all your companies for the purpose of paying or setting off debts, settling shortfalls, enhancing or improving credits, fulfilling margin or deposit requirements (as the case may be) or otherwise either any of your companies from time to time consider necessary or desirable as long as I/we shall continue to maintain any accounts with any of your companies.

Unless revoked in writing by me/us, the authority herein contained shall remain in force for a period of 12 months from the date hereof.

I / We understand that this standing authority shall be deemed to have been renewed for the period of one year when you have reminded me of its impending expiry and informed me/us that unless I/We object, it will be renewed for the period of one year upon the same terms and conditions as specified in this authorization.

本人/吾等謹此授權*信誠證券有限公司/信誠期貨有限公司/信誠資本亞洲有限公司(*刪除不適用者)不時來回調撥本人於「信誠集團」任何公司現在或將來的任何賬戶內結存的任何款項及/或「信誠集團」任何公司批予本人的孖展額或信貸款項，以抵銷債務、償還結欠、增加信貸額、繳付孖展或按金，或以因應「信誠集團」任何一間公司不時認為之需要。

除非本人/吾等以書面通知撤銷此授權書，否則此授權書在簽署日期起 12 個月內有效。

此外，本人/吾等知悉，在此授權的有效期屆滿前，會獲貴公司發出書面通知。除非本人/吾等提出反對並以書面通知撤銷此授權書，否則此授權會在屆滿時按此授權指明的相同條款及條件續期 1 年。

Authorized Signature / Company Chop 授權人簽署 / 公司印章

Name of Client 客戶名稱：

Account No 客戶號碼：

Date 日期：

Notes and Explanation relating to the Personal Data (Privacy) Ordinance of Hong Kong

- (a) The Client may have or may in future be requested to supply personal information from time to time to **PRU** relating to himself, and in the carrying out of transactions contemplated under this Agreement, further information shall or may be collected by **PRU** (all such information is referred to as "data" in this Notes and Explanation).
- (b) A request for data on the "Account Opening Information Form" or otherwise shall oblige the client to complete the same, and any failure so to do may result in **PRU** by bring unable to open or continue the Account or unable to effect transactions under the Account.
- (c) **PRU** may provide data received from the client to the following persons:-
- (i) any other subsidiaries of **PRU** ;
 - (ii) any nominees in whose name Securities or other assets may be registered ;
 - (iii) any contractor, agent or service provider which provides administrative, data financial, computer, telecommunication, payment or Securities clearing, financial, professional or other services to **PRU** or to any other subsidiaries of **PRU** or to any other person to whom data is passed ;
 - (iv) any person with whom **PRU** enter into or propose to enter into transaction on his behalf or account, or persons representing the same ;
 - (v) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom this Agreement is novated ; and
 - (vi) governmental, regulatory or other bodies or institutions, whether as required by law, regulations applicable to any subsidiary of **PRU**, or otherwise.
- (d) The purposes for which the data provided by the client from time to time may be used are:
- (i) giving effect to his orders relating to transactions or otherwise, and carrying out his instructions ;
 - (ii) providing services in connection with the Account, whether the services are provided by or through, any subsidiary of **PRU** or any other person ;
 - (iii) conducting credit enquiries or checks on him and ascertaining his financial situation and investment objectives, and enabling or assisting any other person to do so ;
 - (iv) collection of amounts due, enforcement of security, charge or other rights and interests in favour of any subsidiary of **PRU** ;
 - (v) marketing existing and future services or products, of any subsidiary of **PRU** ;
 - (vi) forming part of the records of the persons or subsidiary of **PRU** to whom the data may be passed ;
 - (vii) observing any legal, regulatory or other requirements to which any subsidiary of **PRU** or any other persons may be subject ; and
 - (viii) other purposes related or incidental to any one or more of the above.
- (e) The Client may request a copy of such data. The Client also understands that he may request the correction of the data. Any such request may be addressed to **PRU**.
- (f) Any subsidiary of **PRU** may use the data and supply his with information about other services or products of any subsidiary of **PRU**. If the Client request, without charge to him, any subsidiary of **PRU** to cease to use the data for such purpose, and if the Client so informs **PRU** in writing, the data shall be ceased to be so used.

有關香港個人資料(私隱)條例之附註及解釋

- (a) 客戶可能需要或在日後可能被要求不時向**信誠期貨**提供有關客戶之個人資料，而**信誠期貨**在進行根據本協議所述之交易時，需要或可能收集其他資料(在本附註及解釋內，所有該等資料均稱為"資料")。
- (b) 索取在"開戶資料表格"或其他文件上資料之要求應迫使客戶填妥該等文件，而未能填妥該等文件可能導致**信誠期貨**未能開設或持續使用賬戶，或未能透過賬戶進行交易。
- (c) **信誠期貨**可能向下列人士提供從客戶所獲取之資料：
- (i) **信誠期貨**之附屬公司；
 - (ii) 可能以其名義登記證券或其他資產之任何代表人；
 - (iii) 向**信誠期貨**或**信誠期貨**之附屬公司或傳遞資料之任何其他人士提供行政、數據處理、財務、電腦、電訊、付款或證券結算、財務、專業或其他服務之任何承辦商、代理或服務供應商；
 - (iv) 代表或為客戶與或擬與 **信誠期貨**進行交易之任何人士或該等人士之代表；
 - (v) 任何承讓人、受讓人、參與人、分參與人、代表、繼承人或在本地協議內作出更新之任何人士；及
 - (vi) 適用於**信誠期貨**之附屬公司之法例、規例或其他法律規定之政府、監管或其他機構或機關。
- (d) 客戶不時所提供之資料可用作下列目的：
- (i) 令客戶就有關交易或其他事項所發出之指令生效，及執行客戶之其他指示；
 - (ii) 就有關賬戶提供服務，無論該等服務是否由或透過**信誠期貨**之附屬公司或任何其他人士所提供；
 - (iii) 為客戶進行信貸查詢或調查及查明客戶之財政狀況及投資目標及容許或協助任何其他人士進行上述事項；
 - (iv) 收取到期款項，向**信誠期貨**之附屬公司執行抵押，押記權或其他權利及權益；
 - (v) 為**信誠期貨**之附屬公司之現有及日後服務或產品進行市場推廣；
 - (vi) 組成可能獲傳遞資料之**信誠期貨**人士或附屬公司之部份記錄；
 - (vii) 遵守可能規限**信誠期貨**之附屬公司或任何其他人士之任何法定，監管或其他規定；及
 - (viii) 有關或附帶上述任何一項或多項目的之其他目的。
- (e) 客戶可要求獲取一份該等資料之副本。客戶可要求更改該等資料。任何該等要求可寄發予**信誠期貨**。
- (f) **信誠期貨**之附屬公司均可使用該等資料及向客戶提供有關**信誠期貨**之附屬公司之其他服務或產品。倘客戶提出要求，則**信誠期貨**之附屬公司可停止使用該等資料作該等用途，客戶無須支付任何費用，及倘客戶以書面向**信誠期貨**作出上述通知，則該等資料須停止作上述用途。

Account Opening Information Form (F)**開戶資料表格**

A.E. No. 客戶主任號碼:

Account No. 賬戶號碼:

Date Opened 開戶日期:

<input type="checkbox"/> Individual 個人		<input type="checkbox"/> Joint Account 聯名		<input type="checkbox"/> Others 其他:	
1.	Name of Client(s): Mr./Mrs./Mdm./Miss/Company* 客戶名稱: 先生 / 太太 / 女士 / 小姐 / 公司*				
	English 英文:		Chinese 中文:		
2.	Account Name (if different) 賬戶名稱 (如與上述不同):				
3.	Passport / Hong Kong ID. Card / B.R. No.* 護照/香港身份證/商業登記証號碼*:				
	Nationality 國籍:				
4.	Home Address 住宅地址:				
5.	Home Tele. No. 住宅電話號碼:		Home Fax. No. 住宅傳真號碼:		
	Mobile Phone No. 手提電話號碼:		E-mail Address 電子郵件地址:		
6.	Current Employer / Name of Company* 目前僱主 / 公司*名稱:				
7.	Nature of Business / Occupation* 業務性質 / 職業*:				
8.	Office Address 辦事處地址:				
9.	Office Telephone No. 辦事處電話號碼:				
10.	Trading Confirmations and Statements to be sent to your 買賣確認通知和帳戶結單遞送至: (Please check one only 只可選擇一項)				
	<input type="checkbox"/> Home 住宅 <input type="checkbox"/> Office 辦事處 <input type="checkbox"/> Other 其他:				
	E-Statement Services 收取電子帳單 (Clients will no longer receive a hard copy of any statements 客戶將不再獲郵寄印刷帳單):				
	<input type="checkbox"/> Fax 傳真 <input type="checkbox"/> Email 電郵地址:				
CLIENT PERSONAL INFORMATION 客戶個人資料 (Confidential 機密)					
11.	Marital Status 婚姻狀況: <input type="checkbox"/> Single 單身 <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Other 其他:				
12.	Is the client an associate of any employee/agent of PRU? 客戶是否與信誠期貨任何僱員/代理人有親屬關係? <input type="checkbox"/> No 否 <input type="checkbox"/> Yes, please provide employee/agent name: _____ Relationship: _____ 是, 請提供該僱員/代理人姓名: _____ 關係: _____				
13.	Is the client an employee/agent of other securities dealer or person registered with Hong Kong SFC? 客戶是否其他證券交易商的僱員 / 代理人或香港證監會註冊人士? <input type="checkbox"/> No 不是 <input type="checkbox"/> Yes, please provide details 是, 請提供詳情:				
14.	Is the client a major shareholder of any listed company? 客戶是否任何上市公司大股東? <input type="checkbox"/> No 不是 <input type="checkbox"/> Yes, please provide details 是, 請提供詳情:				
15.	Unless otherwise instructed by the Client, all monies payable to the Client are to be credited to the following bank account(s): 除經客戶另行指示外, 客戶的應收金額將按指示存入下列指定銀行賬戶: Name of Bank 銀行名稱: Client's Bank Account Number 客戶之銀行賬戶號碼:				

...continued 續下頁

CLIENT FINANCIAL INFORMATION 客戶財務資料			
16.	Annual Income 每年收入: <input type="checkbox"/> Under HK\$200,000 港幣 20 萬元以下 <input type="checkbox"/> HK\$200,000 to HK\$500,000 港幣 20 萬至 50 萬元 <input type="checkbox"/> HK\$500,000 to HK\$1,000,000 港幣 50 萬至 100 萬元 <input type="checkbox"/> above HK\$1,000,000 港幣 100 萬以上		
17.	Total Net Worth 資產淨值: (Approximately 約) HK\$港幣 <input type="checkbox"/> Under HK\$500,000 港幣 50 萬元以下 <input type="checkbox"/> HK\$500,000 to HK\$1,000,000 港幣 50 萬至 100 萬元 <input type="checkbox"/> HK\$1,000,000 to HK\$5,000,000 港幣 100 萬至 500 萬元 <input type="checkbox"/> above HK\$5,000,000 港幣 500 萬以上		
CLIENT INVESTMENT OBJECTIVES 客戶投資目的			
19.	Investment Objective(s) of Client 客戶投資目的: (Please tick one or more 可選擇下列一項或多項) <input type="checkbox"/> Hedging 對沖 <input type="checkbox"/> Dividend Income 股息收益 <input type="checkbox"/> Capital Gain 增值 <input type="checkbox"/> Other, please specify 其他, 請說明:		
CLIENT INVESTMENT EXPERIENCE 客戶投資經驗			
20.	Investment Experience: (Please tick one 選擇下列一項) <input type="checkbox"/> Less than 1 year 少於一年 <input type="checkbox"/> 1-5 years 一至五年 <input type="checkbox"/> 6-10 years 六至十年 <input type="checkbox"/> More than 10 years 多於十年		
<p>The information contained in this Account Opening Information Form is true and accurate. PRU is entitled to rely fully on such information and representations for all purposes, unless PRU receives notice in writing of any change. PRU is authorized at any time to contact anyone, including the client's banks, brokers or any credit agency, for the purpose of verifying the information provided in this Account Opening Information Form.</p> <p>本開戶資料表格的資料均屬真實及正確, 除非信誠期貨收到任何客戶資料改變的書面通知, 信誠期貨將有權依據這些資料及陳述, 作任何用途或目的。客戶授權信誠期貨可在任何時間聯絡任何人, 包括客戶的銀行、經紀行或任何信貸機構, 藉以確定及查證本開戶資料表格內的資料。</p>			
<table border="1" style="width:100%"> <tr> <td style="width:50%"> Client's Signature(s) 客戶簽署 </td> <td style="width:50%"> Client's Signature(s) (if in joint names) 客戶簽署 (聯名戶口適用) </td> </tr> </table>		Client's Signature(s) 客戶簽署 	Client's Signature(s) (if in joint names) 客戶簽署 (聯名戶口適用)
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<table border="1" style="width:100%"> <tr> <td style="width:50%"> Client Name 客戶名稱: Account No. 賬戶號碼: Date 日期: </td> <td style="width:50%"> Client Name 客戶名稱: Date 日期: </td> </tr> </table>		Client Name 客戶名稱: Account No. 賬戶號碼: Date 日期:	Client Name 客戶名稱: Date 日期:
Client Name 客戶名稱: Account No. 賬戶號碼: Date 日期:	Client Name 客戶名稱: Date 日期:		
<p>Note 1: The Account can be operated on the instructions of any two or more signatures/any one signature*(if in joint names) 註一: 戶口可根據其中兩式以上/任何一式*(聯名戶口用)簽名式樣指示下運作。</p> <p>Note 2: The attached general terms and conditions to the operation of this account must be completed and signed by the client. 註二: 客戶必須填妥及簽署本開戶資料表格所附之戶口運作一般條款。</p> <p>N.B.: This Account Opening Information Form must be accompanied by copies of the Hong Kong I.D. card(s) or Passport(s) of all Account Holder(s) and all Authorized Persons (if any). All joint Account Holders must sign. 注意: 本開戶資料表格須附上所有賬戶持有人及授權人(如適用者)的香港身份證副本或護照副本。所有聯名戶口持有人均須簽名。</p> <p>* Delete if inapplicable 刪除不適當者</p>			

*** For Official Use Only 只供本行使用 ***	
Introduced by: 介紹人:	Documentation checked by: 文件查核:
Approved by: 批准:	Bank and Credit references obtained: Yes / No 已獲銀行及信貸參考: 是 / 否
Name of Account Executive: 客戶主任姓名:	How long known to Account Executive: 與客戶主任相識年期: