



FOR OFFICE USE ONLY

A/C No :

Client (A/C) Name :

A/C Opening Date :

A/E :

# CLIENT'S AGREEMENT

TANRICH BULLION LIMITED

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## Section I – Terms & Conditions

THIS AGREEMENT is made on the \_\_\_\_\_ Day of \_\_\_\_\_  
Between \_\_\_\_\_ (hereinafter called "**customer**") and TANRICH BULLION LTD.  
(hereinafter called "**TBL**").

### WHEREAS:

- (1) Customer is desirous of opening one or more accounts with TBL as customer may decide from time to time for receiving services provided by TBL on terms and conditions as set out in this agreement.
- (2) TBL agrees that it will from time to time at the request of customer and at TBL's sole discretion allow customer to open one or more accounts with TBL for trading in precious metals which include but not limited to Loco London Gold and Loco London Silver (hereinafter called "Investment") and accept and maintain such account or accounts to be designated by name, number or otherwise, for the provision of services on terms and conditions as set out in this agreement.

NOW IT IS HEREBY AGREED as follows:-

### 1. Terms and Conditions

- 1.1 TBL is hereby requested and authorized by customer to act as broker or as agent or as principal to execute customer's Investment order(s). TBL is authorized to take the opposite position to customer's order(s) on TBL's own account. TBL is also authorized at its election and without notice to customer to cancel any order(s), whether open or close, given to TBL by customer, at any time prior to their execution. Customer will take full obligation and responsibility for any sort of consequence whatsoever that may result from the execution of customer's order(s).
- 1.2 Customer will at all times maintain, without any call or notice by TBL, the minimum margin required by TBL, and upon call from TBL, customer will deposit with TBL on or before the time and date prescribed by TBL and/or maintain forthwith additional margins and/or other funds which TBL may at its absolute discretion deem necessary for TBL's protection. Customer fully understands that the minimum margin can be changed from time to time at TBL's absolute discretion. Upon failure for any reason to deposit and/or maintain such margins and/or other funds, or customer request to terminate this agreement, or in the event TBL terminates this agreement as hereinafter provided, customer will confer upon TBL the right, at TBL's election and without any call or notice and at customer's risk, to close out the whole or part of such open transaction(s) which may be left unliquidated, or to take any action(s), at TBL's discretion at any market price at any time TBL thinks fit. Customer will be liable for any loss or deficiency resulting therefrom. The enforcement of any right hereunder shall not operate as any waiver, release or discharge of any deficit or debit balance which may occur in customer's account(s) with TBL.
- 1.3 Customer will pay the commission and/or any other expenses incurred for the trading, as prescribed by TBL, immediately after execution of each transaction and TBL is hereby authorized to deduct such commission/expenses from the margin deposit in customer's account(s) with TBL. In case the margin deposit in customer's account(s) is insufficient to cover such commission/expenses then the unpaid balance of such commission/expenses shall automatically become a debit balance in customer's account(s) which will be subject to the conditions stipulated in Articles 1.12 and/or 1.13.
- 1.4 Customer will observe and accept all rules, margin deposit requirements, trading facts, time table(s) for placing order(s), taking delivery and/or other matters for and related to Investments as prescribed by TBL from time to time.
- 1.5 TBL is specifically authorized by customer to transfer such necessary amount from customer's trading margin, without any call, or notice by either party, to TBL as trading margin/funds to cover trading loss relating to customer's Investments.
- 1.6 TBL is specifically authorized by customer to transfer trading margin/trading profits resulting from any trading in customer's Investments with TBL from TBL to customer's account without any call or notice by either party.
- 1.7 All receipt/margin receipt issued to customer must bear the authorized signature(s) of TBL and such margin deposit is subject to transfer under Articles 1.5 and/or 1.6.
- 1.8 Customer is advised to deposit any funds/margin deposit directly to TBL during normal office hours and collect a receipt/margin receipt simultaneously. Customer shall not hold TBL responsible for any losses and/or deficiency of all funds including but not limited to deposits and trading margin paid by customer to TBL through customer's representative or any of TBL's staff member until and unless the funds are actually collected by TBL from customer's representative or any of TBL's staff member and a receipt/margin receipt bearing the authorized signature(s) of TBL thereof is issued to customer.
- 1.9 All orders for actual delivery must be instructed by customer in writing and confirmed by TBL at the time the orders are placed. The time and place of delivery will be decided by TBL at TBL's discretion. TBL shall be entitled, at its absolute discretion, to refuse to act on any of customer's instructions and shall not be obliged to give any reason for such refusal.
- 1.10 Any and all Investments, now or thereafter to be held or carried by TBL for the customer are to be held by TBL as security for the payment of any liability of customer to TBL.
- 1.11 In addition and without prejudice to any general liens or other similar rights which TBL may be entitled under law or this agreement, TBL at any time without notice to customer, may combine or consolidate the accounts held by customer and TBL may set off or transfer any monies, Investments or other property in any of his accounts to satisfy obligations or liabilities due to TBL, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

- 1.12 Debit balances in the customer's account(s) will be charged interest at such rate(s), not exceeding Hong Kong Prime Rate plus 5% or 5% above TBL's cost of fund subject to fluctuation, whichever is higher at TBL's discretion, as demanded by TBL and be calculated and payable on the last day of each calendar month or upon any demand being made by TBL.
- 1.13 Debit balances in the customer's account(s) shall be charged with such charges as TBL deems necessary to cover TBL's facilities and extra services.
- 1.14 All funds paid to TBL whether as deposit or trading margin shall not earn any interest from TBL.
- 1.15 Customer may make withdrawals from his margin account(s) by giving TBL at least seven (7) business days notice in writing of his intention to withdraw. Payment will be made to the customer before the expiration of the said seven (7) business days. The amount to be withdrawn by customer must not exceed the credit balance in the said account after deducting the necessary margin and the amount of the customer's gross floating losses calculated on customer's open positions/contracts at the date of customer's written notice.
- 1.16 Business days shall refer to the business days of the relevant market(s) in which the customer is trading.
- 1.17 TBL may effect transaction with any customer, and TBL may take the opposite position to customer's order(s), whether on TBL's own account or on behalf of other customers of TBL.
- 1.18 TBL may effect transactions in Investments where TBL has a position in the Investments, and TBL shall not be obliged to account for any profits or benefits obtained.
- 1.19 TBL is entitled to electronically record your telephone conversations with TBL or any of TBL's representatives with or without the use of any automatic tone warning device, such recording and transcripts may be used for any purpose, including as evidence in any dispute between ourselves and such recording shall remain the sole property of TBL.
- 1.20 This agreement shall continue in full force and effect until receipt by TBL from customer of written notice of its termination six (6) days prior to the effective date of the termination or receipt by customer from TBL of any written notice of its termination in either event and at TBL's election, TBL may liquidate customer's account(s) as hereinabove provided or transfer customer's account(s) to such broker or commission merchant as TBL shall designate.
- 1.21 If there is any alteration in the customer's registration with TBL, customer will notify TBL, in writing. Customer understands that any such alteration could only become effective three (3) days after TBL is in receipt of the customer's written notice to this effect and customer will take full responsibility for any consequences caused by customer's change of particulars in registration.
- 1.22 Communication may be made to customer at the address of the customer given herein or at such other address as the customer may hereafter give to TBL in writing. All communication so made whether by post, telex, cable, fax, email, telephone, messenger or otherwise shall be deemed to have been given to the customer when deposited in the mail, received by a transmitting agent, transmitted by the sending machine, telephoned, delivered personally to customer's address, whether actually received or not.
- 1.23 Any member or employee or authorized representative(s) of TBL is/are hereby expressly permitted to visit and discuss with customer at customer's place of business or residence in reference to any account(s) of customer with TBL.
- 1.24 Customer hereby acknowledges and admits that customer will take full obligation and responsibility for any sort of consequence whatsoever that may result from the Investment orders of customer. Although such orders may be based on opinion given by any one of TBL's employees, customer hereby further acknowledges and admits that customer fully understands that such opinion does not assure customer of any profit resulting from such trading.
- 1.25 All transactions for customer shall be subject to the relevant constitution, rules, regulations, by-laws, customs and usages, as amended from time to time, of The Chinese Gold & Silver Exchange Society, or such other exchanges or markets or over-the-counter markets ("**Exchange(s)**") and the clearing houses in or outside Hong Kong ("**Clearing House(s)**") and of the laws and other applicable rules and regulations of Hong Kong and other places in which TBL is dealing on customer's behalf or with customer, each as amended from time to time. TBL shall not be liable to customer as a result of action taken by TBL or its employees, agents or counterparties to comply therewith. The rules of the Exchange(s) and Clearing House(s), in particular those rules which relate to trading and settlement, shall be binding on customer in respect of the transactions concluded on the instructions of customer.

## **2. Electronic Trading Services**

- 2.1 Upon customer's request, TBL may provide customer with Electronic Trading Services (being the electronic facility which enables customer to give instructions to, and obtain information and services from TBL in relation to Investments) which include but not limited to TBL's e-trading system and TBL's website. Customer acknowledges that the usage of TBL's Electronic Trading Services is subject to the terms and conditions to be specified by TBL from time to time and any applicable laws and regulations.
- 2.2 When using TBL's Electronic Trading Services, customer hereby warrants that he is the only authorized user of TBL's user identification code(s), password(s), login name(s) or personal identifier(s) as may be issued by TBL from time to time ("**Access Codes**") and customer shall accept full responsibility for all instructions placed with the use of his Access Codes (whether authorized by customer or not).
- 2.3 Customer shall not attempt to tamper with, de-compile, modify, reverse engineer or otherwise alter in any way, or gain unauthorized access to TBL's Electronic Trading Services.

- 2.4 When customer opens an electronic account, he shall duly complete and return the Application Form for Electronic Trading Services. In addition, customer hereby agrees to return to TBL the hard copy of this agreement and client information statement duly completed and executed by customer together with any required documents as soon as practicable.
- 2.5 TBL shall not be deemed to have received customer's instructions or executed its order(s) unless and until TBL's message acknowledging receipt or confirming execution of customer's order(s) is received by customer.
- 2.6 Customer agrees to pay all subscription, service and usage fees, if any, that TBL may charge it for the Electronic Trading Services and agrees that such fees may be changed without notice.
- 2.7 In addition to TBL's Electronic Trading Services, customer may also give instructions to TBL by communicating with one of its sales representatives direct. If customer experiences any problems in reaching TBL via TBL's Electronic Trading Services, he may use other methods to communicate with TBL and inform TBL of the difficulty which he is experiencing.
- 2.8 Customer expressly agrees that TBL may communicate with or give notice to customer via TBL's Electronic Trading Services or by other electronic means or facilities and that any such notice or communication delivered to customer by TBL by electronic devices through the Electronic Trading Services or otherwise shall be deemed to have been received at the time of transmission of the message to customer.
- 2.9 Customer acknowledges that it may not be possible to amend or cancel his instructions or orders once given and hereby agree to carefully review every order before it is made.
- 2.10 Customer understands and accepts that TBL may at any time in its sole discretion and without prior notice to customer, suspend, prohibit, restrict or terminate customer's access to the Electronic Trading Services and his ability to trade. The suspension, prohibition, restriction or termination of access or closing of the electronic account by TBL will not affect the rights and/or obligations of either party incurred prior to the time of the suspension, prohibition, restriction or termination of access or closing of the electronic account.
- 2.11 Customer is fully aware that the financial data or other information published by third parties are provided in TBL's Electronic Trading Services for the purpose of information and reference only. By reason of market volatility and possible delay in the data transmission process beyond the control of TBL, such data may not be real-time market quotes whether for the Investments or otherwise. Whilst TBL considers such data to be reliable, TBL has no independent basis to verify or confirm the accuracy or completeness of the information provided. Customer shall in no way treat such data provided in TBL's Electronic Trading Services as a warranty, recommendation or endorsement from TBL in respect of any Investments.
- 2.12 Customer acknowledges and agrees to immediately notify TBL if:-
- (i) an instruction has been placed through the Electronic Trading Services and customer has not received an instruction number and has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
  - (ii) customer has received acknowledgment (whether by hard copy, electronic or verbal means) of a transaction which customer did not instruct or becomes aware of any similar conflict;
  - (iii) customer becomes aware of any of the acts stated in Article 2.3 being done or attempted by any person;
  - (iv) customer becomes aware of any unauthorised use of customer's Access Codes; or
  - (v) customer has difficulties with regard to the use of the Electronic Trading Services.
- 2.13 Customer hereby acknowledges that any information provided in TBL's Electronic Trading Services is provided on an "as is", or "as available" basis. TBL does not confirm, warrant or guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information and gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) in respect of such information.
- 2.14 Customer agrees that neither TBL nor its officers, employees, agents, third party electronic information providers ("**Information Providers**") or third party electronic information transmitters ("**Information Transmitters**") shall be liable for any loss or damage:-
- (a) of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of or reliance on information supplied by, or inability to access or use, the Electronic Trading Services, including without limitation damage resulting from the act, omission, mistake, delay or interruption of the Information Providers or the Information Transmitters, even if TBL, its officers, employees, agents, the Information Providers or the Information Transmitters have been advised of the possibility of such loss; or
  - (b) resulting from a cause over which TBL, its officers, employees, agents, Information Providers or Information Transmitters do not have control, including but not limited to any governmental restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, incompatibility of computer hardware or software, failure or unavailability of Internet access, problems with Internet service providers or other equipment or services relating to the customer's or TBL's computer system, power failure, problem with data transmission facilities, unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labour disputes.
- 2.15 Customer agrees that TBL shall not be responsible for any damage to customer's computer, software, modem, telephone or other property resulting from his use of the Electronic Trading Services.

- 2.16 TBL shall not be liable for any transmission error or execution delays in providing Electronic Trading Services to the customer save where such is due to its gross negligence or wilful default.
- 2.17 Customer agrees to indemnify and hold TBL, its officers, employees, agents, Information Providers and Information Transmitters harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with customer's use of the Electronic Trading Services. This obligation will survive the termination of this agreement.
- 2.18 Unless otherwise specified, this Article 2 shall be without prejudice and in addition to all the other provisions in this agreement.

### 3. Representations, Warranties and Undertakings

3.1 Customer hereby represents and warrants to and undertakes with TBL on a continuing basis as follows:-

- (a) where customer is an individual, that he/she has attained the age of majority and that he/she is legally capable of validly entering into this agreement, of sound mind, legally competent and not a bankrupt, and fully understands the terms of this agreement; or
- (b) where customer is a corporation, that it is a corporation duly organized and is validly existing under the laws of the country of its incorporation, and that this agreement and the opening of any account with TBL has been validly authorized by all corporate actions required, and when executed and delivered this agreement will constitute valid and binding obligations of customer in accordance with the terms herein.

### 4. Event of Default

4.1 Any of the following shall each constitute an "Event of Default":-

- (a) in respect of any transaction, customer shall fail:-
  - (i) to pay any purchase price or other payments under this agreement when due;
  - (ii) to provide the required margin when called upon to do so (as the case may be); or
  - (iii) to make or take delivery of the Investment or commodity when required under the relevant contract (as the case may be);
- (b) the filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against customer; or the appointment of a receiver, in respect of customer;
- (c) the levying of attachment against any of the accounts of customer;
- (d) customer's default in the due performance or observance of any terms of this agreement and the observance of any by-laws, rules and regulations of the relevant exchanges and/or clearing houses;
- (e) the death, insanity, bankruptcy or insolvency of customer;
- (f) any consent, authorization or board or shareholders' resolution required of customer to enter into this agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
- (g) any representation or warranty made in or in pursuance of this agreement or in any certificate statement or other documents delivered shall be or become incorrect in any aspect;
- (h) the continued performance of any of the transactions or this agreement becoming illegal or is claimed by any government authority to be illegal; or
- (i) with respect to customer's dealing or relationship with TBL, TBL forms the view in good faith that action is necessary to protect, enforce or preserve its rights hereunder.

4.2 Without prejudice to any other right or remedy which TBL may have, if any Event of Default shall occur, TBL shall be authorized (but is not obliged), in its absolute discretion and in accordance with any applicable laws and regulations, to take one or more of the following actions:-

- (a) cancel any or all outstanding orders or any other commitments made on behalf of customer under any or all of its accounts;
- (b) liquidate or cover all positions in any or all of the accounts by any means;
- (c) sell, dispose of or otherwise deal with in whatever manner any Investment, monies, securities, commodity or other property held for or on behalf of customer under any or all of the accounts he maintains with TBL and to apply the proceeds thereof and any monies to offset and discharge any of the obligations or liabilities owed to TBL;
- (d) charge default interest as determined by TBL from time to time;
- (e) close any or all of the accounts; and/or

(f) terminate this agreement forthwith.

4.3 In the event of any sale pursuant to this Article 4:-

(a) TBL shall not be responsible for any loss occasioned thereby howsoever arising if it has already used reasonable endeavours to sell or dispose of the Investments, securities, commodity or other property or any part thereof at the then available market price; and

(b) customer undertakes to pay to TBL any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by him to TBL.

4.4 Any proceeds of sale hereunder shall be applied in the following order of priority for:-

(a) payment of all costs, charges, fees and expenses (including, without limitation, legal fees, stamp duty, commission and brokerage) incurred by TBL;

(b) payment of all interest due; and

(c) payment of all monies and liabilities due, owing or incurred by customer to TBL;

and any remaining sum shall be paid to customer.

4.5 Any distribution, refund, compensation, dividends, interest or other payments which may be received or receivable by TBL in respect of the Investments held under the relevant account or accounts may be applied by TBL as if they were proceeds of sale notwithstanding that the power of sale may not have arisen.

## 5. Amendment

5.1 TBL may from time to time amend or supplement (whether by the addition of schedules to this agreement or otherwise) any of the terms and conditions of this agreement by notifying customer in accordance with this agreement. If customer does not accept the same, customer may terminate this agreement within fourteen(14) days of the date of the notice. If customer does not terminate this agreement within such time or if it continues to enter into transactions through TBL under this agreement after receipt or deemed receipt of notice of the amendment or supplement, customer will be deemed to have accepted such amendment or supplement and will continue to be bound by this agreement as so amended or supplemented. Customer undertakes to TBL that (i) it shall review all statements and correspondence sent or otherwise supplied from time to time by TBL to customer, and (ii) notify TBL in writing that if any of customer's contact details contained in this agreement is changed and forthwith supply the new contact details to TBL in writing without delay.

## 6. General Provisions

6.1 Time shall be of the essence in respect of all matters in connection with or arising out of this agreement.

6.2 Customer acknowledges and confirms that customer has read and agreed to the terms of the Risk Disclosure Statements appended hereto and which shall form part of this agreement. The customer further acknowledges that customer accepts full responsibility for the consequences of all orders executed by TBL for and on customer's behalf for the purchase or sale of Investments and that in no circumstances will the customer hold TBL liable for any loss or damage suffered or incurred thereby. Customer further confirms that in any event where TBL has failed to execute the customer's orders or instructions expeditiously or at all, customer will not hold TBL liable for any loss or damage resulting therefrom.

6.3 TBL is not liable for any failure or delay to meet its obligations due to any causes beyond its control which shall include fires, storms, acts of God, riots, strikes, lock-outs, wars, governmental control, restriction or sanction whether local or international, technical failure of any equipment, power failure, black-outs or any other cause which results or is likely to result in the erratic behaviour of the investment prices, the closure of international and local Exchange or Market or any other causes affecting the operation of TBL.

6.4 Any leniency or indulgence to customer, or failure by TBL to avail TBL of any provision hereof, shall not constitute a waiver by TBL of any right hereunder.

6.5 In this agreement, the singular includes the plural, words importing one gender include the other gender and the neuter, and references to persons include bodies corporate or unincorporate, in each case vice versa.

6.6 This Agreement may be translated into any other language but in the event of any conflict arising the English version shall prevail.

## 7. Governing Law

7.1 This agreement shall be governed by, construed and enforced in accordance with the Laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

7.2 At the sole option of TBL and in its absolute discretion, any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at the date any such arbitration commences and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre ("**HKIAC**"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC



## Section II – Risk Disclosure Statements

The risk of loss in trading in PRECIOUS METALS (hereinafter called "**Investment**") contracts can be substantial. Customer should therefore carefully consider whether such trading is suitable for customer in light of customer's financial condition. In considering whether to trade, customer should be aware of the following:

1. Customer may sustain a total loss of the initial margin funds and any additional funds that customer deposits with TBL to establish or maintain a position in the Investment market. If the market moves against customer's position, customer may be called upon by TBL to deposit a substantial amount of additional margin funds, on short notice, in order to maintain customer's position. If customer does not provide the required funds within the prescribed time, customer's position may be liquidated at a loss, and customer will be liable for any resulting deficit in customer's account.
2. Customer may place "stop loss" orders with TBL to liquidate customer's position when the market reaches the price customer has specified.
3. Under certain market conditions, customer may find it difficult or impossible to liquidate a position. This can occur, for example, when the market makes a "limit move".
4. Placing contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit customer's losses to the intended amounts, since market conditions may make it impossible to execute such orders.
5. A "spread" position may not be less risky than a simple "long" or "short" position.
6. The high degree of leverage that is often obtainable in Investment trading because of the small margin requirements can work against customer as well as for customer. The use of leverage can lead to large losses as well as gain.
7. Due to unpredictable traffic congestion and other reasons, TBL's Electronic Services may not be a reliable medium of communication and that such unreliability is beyond the control of TBL. This may give rise to situations including delays in transmission and receipt of customer's instructions or other information, delays in execution or execution of customer's instructions at prices different from those prevailing at the time those instructions were given, misunderstanding and errors in any communication between TBL and customer and so on. Whilst TBL shall endeavour to take every possible step to safeguard its systems, client information and accounts held for the benefit of its clients, customer shall fully accept the risk of conducting financial transactions via TBL's Electronic Trading Services.
8. This brief statement cannot, of course, disclose all the risks and other significant aspects of the Investment markets. Customer should therefore carefully study Investment trading before customer trades.

### Section III – Notice on Personal Data (Privacy) Ordinance

Notice to Client regarding the Personal Data (Privacy) Ordinance (the “Ordinance”) (Cap.486, Laws of Hong Kong):-

1. TBL hereby draws your attention to the necessity of supplying TBL with your personal data (as defined in the Ordinance) and/or a copy of your identification documents in order to secure a proper and efficient business relationship with you, our client. The underlying reasons for so doing relates to the opening or maintaining of futures trading account(s) and the provision or continuation of financial facilities or financial or advisory services to you.
2. The personal data supplied by you may be used by TBL for the purposes as follows:
  - (a) facilitating daily operations of services provided;
  - (b) administering any credit facilities granted from time to time;
  - (c) facilitating credit checks;
  - (d) marketing financial services or products;
  - (e) valuing the level of indebtedness owed to or by the clients from time to time;
  - (f) assuring efficient collection of outstanding amounts in arrears by the clients;
  - (g) meeting all legal requirements regarding disclosure obligations imposed by all relevant laws, rules, regulations or regulatory authorities applicable from time to time; and
  - (h) all purposes ancillary thereto.
3. TBL shall maintain data supplied by its clients as confidential but TBL may procure that any such data is used by:
  - (a) related group companies in connection with the promotion or provision of products or services that our group may render;
  - (b) any person under a duty of confidentiality to TBL;
  - (c) any financial establishments and their respective associates with which the client has or proposes to have dealings; or
  - (d) any person for the purposes set out in Paragraph (2) above.
4. Inadequate or defective provision of the necessary personal data may hinder our efficiency in providing our services and even result in TBL being unable to perform the functions of opening, maintaining, providing or continuing any or all relevant financial or advisory services whatsoever.
5. The client has the following rights in relation to his personal data:
  - (a) the right to check whether TBL has any personal data relating to him, and to request access and correction of such personal data; and
  - (b) the right to make inquiries of TBL regarding their policies and practices in connection with the data and to be informed of the kind of personal data maintained by TBL.
6. Any such request should be addressed to Tanrich Bullion Limited, Room 1706-08 Central Plaza 18 Harbour Road Wanchai Hong Kong, the Data Protection Division. TBL may charge a reasonable fee for processing any data access request.

**Section IV – Application Form for Electronic Trading Services**

I/We hereby request Tanrich Bullion Limited (“TBL”) to render Electronic Trading Services to me/us. Prior to signing below, I/we confirm that I/we have read, understood and accepted the Terms and Conditions of the Client’s Agreement and Risk Disclosure Statements that apply to my/our account as amended from time to time.

<p><b>INDIVIDUAL ACCOUNT HOLDER:</b> Name:</p>	<p>Signature:</p>
<p>Date:</p>	
<p><b>CORPORATE ACCOUNT HOLDER:</b> Name of Company:</p>	<p>Authorized Signature:</p>
<p>Signed by (Name):</p>	
<p>Title:</p>	
<p>Date:</p>	
<p><b>Acknowledged and Accepted by Tanrich Bullion Limited:</b></p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>	

**Section V - Client Information Statement 第V部 - 客戶資料聲明**

**1. Type of Account 戶口名稱**

Personal       Sole Proprietor       Joint       Partnership       Corporate   
 個人                      獨資                      聯名                      合夥                      公司

**2. Account Name 戶口名稱**

Account Name  
戶口名稱 \_\_\_\_\_

**3. Individual and Joint Account Holders Information 個人/聯名戶口資料 (for Personal/Sole Proprietor/Joint/Partnership Client Only 個人/獨資/聯名/合夥客戶專用)**

I) Client Name(s) (in English) 客戶姓名 (英文) \_\_\_\_\_  
 Client Name(s) (in Chinese) 客戶姓名 (中文) \_\_\_\_\_  
 I.D. /Passport No. 身份證或護照號碼 \_\_\_\_\_  
 Home Address 住址 \_\_\_\_\_  
 \_\_\_\_\_  
 Client's Business and/or Name of Employer 客戶業務及/或僱主名稱 \_\_\_\_\_  
 Occupation or Type of Business 職業或業務性質 \_\_\_\_\_  
 Business Address 公司地址 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No. Home 住宅 \_\_\_\_\_  
 電話號碼 Office 辦事處 \_\_\_\_\_  
 Contact 聯絡 \_\_\_\_\_  
 Mobile 手提電話 \_\_\_\_\_  
 E-mail Address 電郵地址 \_\_\_\_\_

II) Client Name(s) (in English) 客戶姓名 (英文) \_\_\_\_\_  
 Client Name(s) (in Chinese) 客戶姓名 (中文) \_\_\_\_\_  
 I.D. /Passport No. 身份證或護照號碼 \_\_\_\_\_  
 Home Address 住址 \_\_\_\_\_  
 \_\_\_\_\_  
 Client's Business and/or Name of Employer 客戶業務及/或僱主名稱 \_\_\_\_\_  
 Occupation or Type of Business 職業或業務性質 \_\_\_\_\_  
 Business Address 公司地址 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No. Home 住宅 \_\_\_\_\_  
 電話號碼 Office 辦事處 \_\_\_\_\_  
 Contact 聯絡 \_\_\_\_\_  
 Mobile 手提電話 \_\_\_\_\_  
 E-mail Address 電郵地址 \_\_\_\_\_

**4. Corporation Details 公司戶口資料 (for Corporate Client Only 公司客戶專用)**

I) Client Name(s) 客戶名稱 \_\_\_\_\_  
 II) Client Trading Name (if different) 客戶經營名稱 (如有異於上述) \_\_\_\_\_  
 III) Nature of Client's business 客戶業務性質 \_\_\_\_\_  
 IV) Nature of Entity ( i.e., partnership, private limited company, etc.) 公司性質 (即合夥、私人有限公司等) \_\_\_\_\_  
 V) Business Registration No. 商業登記編號 \_\_\_\_\_  
 VI) Registration No. in Country of Incorporation / Establishment 在註冊地的註冊編號 \_\_\_\_\_  
 VII) Country of Incorporation / Establishment 註冊/成立地點 \_\_\_\_\_  
 VIII) Registered office in Country of Incorporation 註冊地的註冊辦事處地址 \_\_\_\_\_  
 Principal place of business in Hong Kong (if different) 香港總辦事處地址 (如有異於左述) \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No. 電話號碼 \_\_\_\_\_  
 Fax No. 圖文傳真 \_\_\_\_\_  
 Email address 電郵地址 \_\_\_\_\_

**5. Correspondence Address 通訊地址**Home 住址  Business 公司 Other (Please specify) 其他請註明: \_\_\_\_\_  
\_\_\_\_\_**6. Related Account 相關戶口**

Does your spouse or any relative of you maintain account with Tanrich Bullion Limited 閣下之配偶或親屬是否已在本公司開立戶口?

Yes 是  Please specify 請註明: \_\_\_\_\_  
No 否 **7. General Information 其他資料**

## I) Financial Position 經濟狀況

Fair 一般 Good 良好 Excellent 優越 

## II) Investment Objective 投資目標

Speculation 投機 Capital Appreciation 資產增值 Others 其他 

## III) Investment Experience 投資經驗

Stock 證券 Futures Contract 期貨合約 Unit Trusts/Mutual Fund 單位信託/互惠基金 Others 其他 

## IV) Are you a client of Tanrich Bullion Ltd? 閣下是否敦沛金業有限公司之現有客戶?

Yes 是  Please specify the A/C No. 請註明戶口編號: \_\_\_\_\_No 否 

## V) Is your spouse or any relative of you an employee of Tanrich Bullion Ltd? 閣下之配偶或親屬是否敦沛金業有限公司之僱員?

Yes 是  Name 姓名: \_\_\_\_\_ Relationship 關係: \_\_\_\_\_No 否 **8. Declaration and Signatory(ies) 聲明及簽名**

1. I/We represent(s) that the information on the Client Information Statement is true, complete and correct and that the representations in the attached agreement are accurate.

TBL is entitled to rely fully on such information and representations for all purposes, unless TBL receives notice in writing of any change. TBL is authorised at any time to contact anyone, including Client's banks, brokers or any credit agency, for purposes of verifying the information provided on this Client Information Statement.

本人/我們茲聲明在客戶資料聲明內的資料屬真實、完整及正確，而附上的協議一切內容準確。除非敦沛接到更改有關聲明內容的書面通知，敦沛有權在任何用途上完全依賴這些資料及聲明。敦沛有權隨時聯絡任何人，包括客戶之銀行、經紀或任何信貸調查機構，以求證實此客戶資料聲明內所載之內容。

2. I/We acknowledge that I/we have received and understood the contents of i) Trading Facts and ii) Trading Rules and Regulations of different investment products (including

Loco London Gold, Silver, Platinum, Palladium) provided by TBL. I/We also understand that I/we can apply the Personal Identification Number (PIN) to place orders directly over phone if I/we require.

本人/我們確認收到並了解有關各類敦沛提供之投資產品(包括本地倫敦金、銀、白金、鈀金)之 i) 買賣一覽表及 ii) 買賣交易規則及規例。本人/我們亦同時明白如有需要，可向敦沛申請私人密碼及以電話方式直接落單。

3. I/We confirm and acknowledge that I/we have read and understood the Notice on Personal Data (Privacy) Ordinance set out in Section III of this Agreement before furnishing to TBL personal data relating to myself/ourselves. I/We consent to the use of such data and all personal data previously supplied.

本人/我們同意及確認已閱讀及明白本合約書內第III部份之個人資料(私隱)條例，並同意提供本人/我們個人資料。本人/我們同意有關本人/我們的資料可能會被使用與有關列明之用途。

I) Personal / Sole Proprietor 個人 / 獨資經營

\_\_\_\_\_  
Signature 簽署\_\_\_\_\_  
Date 日期

8. Declaration and Signatory(ies) (cont'd) 聲明及簽名 (續)

II) Joint Account / Partnership 聯名 / 合夥

Name 姓名

Signature 簽署

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date 日期

\_\_\_\_\_

III) Corporate 公司

Specimen Authorized Signautre(s) 簽署式樣

Name 姓名

Signature 簽署

I.D./Passport No. 身份證或護照號碼 \*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specimen of Business Chop / Seal 公司商業圖章 / 印章式樣

\_\_\_\_\_

Date 日期

\_\_\_\_\_

NOTE 注意: (for Corporate Client only 只適用於公司戶口)

This Client Information Statement must be accompanied by:

此客戶資料聲明必須連同以下各項:

- I) a certified copy of the business registration certificate of the Client  
簽署作實之客戶商業登記證副本
- II) a certified copy of the Memorandum and Articles of Association or other constitutional document of the Client  
簽署作實之公司章程及規則或客戶的其他法律規定文件副本
- III) a certified copy of the board resolution authorising the execution of the Client Information Statement, and the Client's Agreement  
簽署作實之董事局決議副本, 証明授權簽訂此聲明及客戶合約書

\* As verified by a retained copy of the identity card, or relevant sections of the passport

\* 身份證或護照副本核實及存檔

FOR OFFICE USE ONLY 只供本辦事處專用

I) Name of Account Executive(s) :

1) Mr./Ms. 先生/女仕 \_\_\_\_\_

AE No. / AE編號: \_\_\_\_\_

2) Mr./Ms. 先生/女仕 \_\_\_\_\_

AE No. / AE編號: \_\_\_\_\_

3) Mr./Ms. 先生/女仕 \_\_\_\_\_

AE No. / AE編號: \_\_\_\_\_

4) Mr./Ms. 先生/女仕 \_\_\_\_\_

AE No. / AE編號: \_\_\_\_\_

II) Checked By : \_\_\_\_\_

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

III) Approved By : \_\_\_\_\_

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