

INTERNET STOCK TRADING SERVICE – “FAST E-TRADE” APPLICATION

Procedure : Please complete the Application Form, send to Tai Tak Securities (Asia) Ltd. by post or in person. We will send you detailed login information by email within two working days after receipt of this application. If you have any questions, please call our hotline at (852) 2521 8068 or send email to customer.service@taitakasia.com

Name :		Account No.:	Date :
Correspondence Address :		Phone Number :	
Email Address (email may contain sensitive info) :	HKID/Passport Number :	Max. Trading Limit* :	
I/We confirm my/our request for opening Internet Stock Trading Account Service - Fast E-trade and agree to be bound by the Terms and Conditions stipulated below			
_____ Individual/Primary Joint Account Holder's Signature		_____ Secondary Joint Account Holder's Signature	

* This limit protects clients from accidental input. Even though clients may have sufficient funds or securities, orders exceeding this limit will be rejected and may require clients to input as multiple orders. Clients should consider their trading pattern and required protection before setting this limit

TERMS AND CONDITIONS

In consideration of Tai Tak Securities (Asia) Limited (“Tai Tak”) agreeing to open a Securities Cash Trading Account(s) (“the Account”), Account Number being the same shown on this Application, and will operate the Account under a new Account Number through the Internet Stock Trading Service (“Service”) provided by Tai Tak, in the Client's name(s) or on the Client's behalf for the purpose of and in connection with the sale and purchase of Securities.

The Client agrees that the Account shall be operated through the Service provided by Tai Tak in accordance with and subject to the following terms and conditions and to the terms and conditions of the Securities Cash Trading Agreement signed between Tai Tak and the Client on the same date as stated in accordance with the Client Application Form.

Tai Tak is an Exchange Participant of The Stock Exchange of Hong Kong Limited [Broker No. 3840/3841] and a Registered Dealer of The Securities and Futures Commission of Hong Kong [Registration No. DC945 CE REF. ABM 686] with registered address at Room 707A, Wing On House, 71 Des Voeux Road Central, Hong Kong.

1. Internet Stock Trading Service

- 1.1 The Client understands that the Internet Stock Trading Service is an automated facility which enables the Client to send electronic Instructions, and send or receive other information relating to any Instructions.
- 1.2 The Client shall be the only authorised user of the Internet Stock Trading Service under the Account. The Client shall be responsible for the confidentiality, use and application of the Access Code. The Client acknowledges and agrees that the Client shall be solely responsible for all Instructions entered through the Internet Stock Trading Service using the Access Code as received by Tai Tak and neither Tai Tak nor its directors, officers, employees or agents shall 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 or loss of any Instruction.
- 1.3 The Client acknowledges that the Internet Stock Trading Service is proprietary to Tai Tak where Tai Tak, under this Agreement, only engages in the provision of Internet Stock Trading Service. The Client warrants and undertakes that the Client shall not, and/or shall not attempt to, tamper with, modify, decompile, reverse, engineer or otherwise alter in any way, and shall not, and /or shall not attempt to gain unauthorised access to, any part of the Internet Stock Trading Service or Tai Tak's web site or any of the software comprised in them. The Client acknowledges that Tai Tak may take legal action against the Client and close the Account immediately without prior written notice to the Client, if the Client at any time breaches this warranty and undertaking or if Tai Tak at any time has reason to suspect that the Client has breached the same. The Client undertakes to notify Tai Tak immediately if the Client becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.
- 1.4 The Client hereby declares and confirms that the Client understands and agrees that, in addition to the terms and conditions applicable to and governing the use of the Internet Stock Trading Service, it is the Client's primary responsibility to immediately contact Tai Tak in the event that,
 - (a) The Client does not receive any response of whatsoever nature to any request or Instruction that the Client has executed on any one or more of the Client's account(s) maintained with the same using the Internet Stock Trading Service within the designated time (as shall be specified by Tai Tak from time to time) of the execution of such requests or instructions to confirm the status of the related transaction; or
 - (b) The Client has received a confirmation (no matter by means of hard copies, electronic means or verbal confirmation) relating to any instructions or request not given by the Client; or such confirmation being inconsistent with the instructions and/or request given by the Client; or
 - (c) The Client becomes aware that the PIN has been used by any person except the Client.

In any event, Tai Tak shall not be liable for the Client's failure in observing the aforesaid obligations and the Client shall fully indemnify Tai Tak in respect of any direct or indirect loss or cost of whatsoever nature that Tai Tak may suffer or incur as a result thereof. The Client acknowledges and agrees that, should the Client experiences any problems in reaching Tai Tak, the Client will communicate with Tai Tak and inform Tai Tak of the difficulty the Client's experiencing.

- 1.5 The Client acknowledges that the real-time quote service and the message alert service (to receive message alert when the share prices of such securities as specified by the Client reaches a preset target price) that may be available through Internet Stock Trading Service is provided by a third party appointed by Tai Tak from time to time. The Client agrees that Tai Tak shall not be responsible for any losses the Client or any other person may suffer for the failure of sending out the message alert and/or as a result of relying on any real time quote on prices of securities which may be available to me/us through the Internet Stock Trading Service.

1.6 In case the Account, which is accessible through the Internet Stock Trading Service, is a joint account, the Client shall be responsible for the liabilities and obligations of the other account holder(s) or partner(s) howsoever arising on a joint and several basis.

2. Important Notice to Client

2.1 There is no subscription fee/charge (neither monthly nor annually) for using this Internet Stock Trading Service. However, Tai Tak reserves the right to impose subscription fee/charge.

2.2 On all transactions, the Client agrees to and will pay Tai Tak commissions notified to the Client, as well as applicable levies imposed by the Stock Exchange, and all applicable stamp duties incurred. Tai Tak may deduct such commissions, other charges, levies and duties from the Account.

3. Instruction

3.1 Tai Tak shall so far as it considers reasonably practicable sell and/or purchase Securities in accordance with those instructions as received, provided always that Tai Tak shall have an absolute discretion to accept or reject any Instructions.

3.2 The Client understands that each participating securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. The Client also understands that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market data or any other market information. Neither Tai Tak nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any reasonable act of Tai Tak or any disseminating party, or the any force majeure event, or any other cause beyond Tai Tak's control or the reasonable control of any disseminating party. The Client shall use real-time quotes for the Client's individual use only and shall not furnish such data to any other person or entity for any reason.

3.3 The Client acknowledges and agrees that Tai Tak shall have full discretion not to execute any Instruction, in particular, but not limited to, if (as applicable):

- (a) (i) there are insufficient cleared funds in the Account(s); and/or
- (ii) there are insufficient Securities in the Account(s) for settlement of the relevant Instruction; and/or
- (b) the funds required for the relevant Instruction when aggregated with the funds required for the execution of all other outstanding Instructions render the Account(s) to exceed the day trade limit as agreed between Tai Tak and the Client.

3.5 The Client agrees that Tai Tak and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any obligation on its part or for any losses caused directly or indirectly by any condition or circumstances over which Tai Tak, its directors, officers, employees or agents do not have absolute control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, power supply problem, unauthorised access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

3.6 The Client agrees and acknowledges that the Client shall, independently and without reliance on any information and/or advice as provided by Tai Tak, make the Client's own judgements and decisions with respect to each transaction. Tai Tak shall be under no liability whatsoever in respect of any information or suggestion rendered by any of its directors, officers, employees or agents irrespective of whether or not such suggestion was given at the Client's request.

4. Others

4.1 The Client further represents and warrants to Tai Tak that the Client is not a connected person (as defined in the Listing Rules and/or GEM Listing Rules as the case may be) of the company (ies) the Securities of which the Client shall place Instructions with Tai Tak for the purchase or disposal of or otherwise deal in such Securities unless the Client specifically notify Tai Tak to the contrary prior to the placing of such Instructions.

4.2 This Agreement may be terminated at any time by not less than one week's prior written notice given by either party to this Agreement provided that this Agreement shall not be deemed to be terminated by the Client until Tai Tak has advised the Client in writing (which notice may not be unreasonably withheld) that Tai Tak accepts the Client's termination notice on the basis that the client does not have any outstanding balances in the Account or the other accounts with any member of Tai Tak. Such notice shall not affect any Transaction entered into by Tai Tak on the Client's behalf prior to Tai Tak's receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of Tai Tak or the Client prior to such receipt.

4.3 This Agreement is governed by, and may be enforced in accordance with the laws of the Special Administrative Region Hong Kong. Tai Tak may amend the terms of this Agreement by giving the Client not less than one week prior notice of the change in writing. The Client is hereby reminded of his right to terminate this Agreement under clause 4.2.

4.4 Notices and other communications delivered to the Client through the Internet Stock Trading Service or e-mail to any number or address notified to Tai Tak from time to time for the purpose shall be deemed to have been personally delivered to the Client when it is sent.

4.5 Instruction sent by the Client will be treated as a valid and final electronic record by Tai Tak upon Tai Tak has sent an acknowledgement of receipt of the Instruction to the Client.

4.6 The Client confirms that the Client or the Client's representative have/has read the English or Chinese version of this Agreement and that the contents of this Agreement have been fully explained to the Client/the representative in a language which the Client/he understand(s), and that The Client accepts each of the terms and conditions of this Agreement. In the event of any conflict between any provisions of the English version and the Chinese version of the Agreement, the English version prevails.

4.7 Tai Tak may assign its rights and obligations under this agreement to any of its affiliated companies subsidiaries or agents upon prior written notice to the Client. Such notice shall include an option for the Client to terminate this agreement under clause 4.2. The Client may not assign the Client's rights and obligations under this agreement and the Securities Cash */Margin* Trading Agreement signed between Tai Tak and the Client without first obtaining Tai Tak's consent in writing.

5. The Client Declares

5.1 The Client agrees that Tai Tak may accept from any other third party engaged in any transaction or providing any services in respect of the Internet Stock Trading Service any rebate or reallowance of any brokerage or commission or the likes payable in respect thereof and Tai Tak shall be entitled to retain any profit or other benefit arising by way of fees, brokerage, commission, perquisites, or otherwise obtained or received by them in connection with or arising whether directly or indirectly from this Service.

5.2 The Client agrees to the disclosing, transferring or otherwise the making available of all personal data and other information relating to the Client, the Client's account(s) maintained with any one or more of Tai Tak, or such other third party engaged in any transaction or providing any service in respect of the Internet Stock Trading Service and the Client's transactions and dealings with the aforesaid among any one or more of the aforesaid and their subsidiaries, group members and agents thereof whether in or outside the Hong Kong Special Administrative Region relating to or for the purposes of providing the Internet Stock Trading Service and all related services. The Client understands that the Client may request a copy of such data or correction of data by addressing to Tai Tak. The Client understands that a fee may be charged by Tai Tak for any such request.

- 5.3 The Client agrees that Tai Tak shall not have any liability or responsibility of whatsoever nature in respect of the Internet Stock Trading Service under any circumstances, unless the aforesaid is directly caused by the gross negligence or willful default of Tai Tak, as the case may be, including but without limitation,
- (a) any failure or delay in transmission of information to and/or from the Client's telecommunication equipment;
 - (b) any failure or delay in the processing of the Client's requests or instructions and /or the returning of the responses to the Client's requests or instructions executed using the Internet Stock Trading Service;
 - (c) any error or inaccuracy in such requests, responses, or generally such information or the transmission thereof;
 - (d) any consequences arising from any cause beyond the reasonable control of Tai Tak.
- 5.4 The Client understands and acknowledges that Tai Tak's records on requests and instructions actually received and responses actually sent by the same shall be binding, final and conclusive unless and until the contrary is judicially established.
- 5.5 The Client hereby declares and represents that the information and representation provided and/or made by the Client in this Agreement is true, complete and correct, and that Tai Tak is entitled to reply fully on such information and representations for all purposes, unless Tai Tak receive notice in writing of any change. Tai Tak is authorized at any time to contact anyone, including the Client's banks, brokers or any credit agency, for purposes of verifying the information provided in this Agreement. Where the client comprises more than one person, the agreement and liabilities of such persons therein contained or implied are joint and several and, as the content may require, words and phrases herein denoting the singular include the plural. Any notice hereunder to any one such person shall be deemed effective notice to all such persons.
- 5.6 If the Client effects transactions for the account of his clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with his clients, the Client hereby agrees that, in relation to a transaction where Tai Tak has received an enquiry from the Stock Exchange and/or the Securities and Futures Commission ('the Regulators'), the following provisions shall apply.
- (a) Subject to as provided below, the Client shall, immediately upon request by Tai Tak (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of his client for whose account the transaction was effected and (so far as known to us) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) who originated the transaction.
 - (b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by Tai Tak (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity address and contact details of the scheme, account or trust and if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction.
 - (c) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform Tai Tak 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 Tai Tak (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.
 - (d) If the Client is aware that his client is acting as intermediary for its underlying client(s), and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, the Client confirms that: -

The Client has arrangements in place with his client which entitle the Client to obtain the information set out in paragraph (a), (b) and/or (c) above from his client immediately upon request or procure that it be so obtained; and

The Client will, upon request from Tai Tak in relation to a transaction, promptly request the information set out in paragraph (a), (b) and/or (c) above from his client on whose instructions the transaction was effected, and provide the information to the Regulators as soon as received from his client or procure that it be so provided.
- 5.7 The Client understands that there is inherent risk in investing in the financial market, the price of investment instrument may experience upward or downward movements.

6. Risk Disclosure Statement

The Client acknowledges and agrees that the Internet Stock Trading Service or any form of communication network is, due to unpredictable transmission congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond Tai Tak's control. The Client acknowledges that, as a result of such unreliability, there may be delays, technical errors and failure and/or incompleteness in the transmission and receipt of Instructions and other information and that this may result in delays and/or incompleteness in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instruction were given. The Client further acknowledges and agrees that there are risks of misunderstanding or errors or incompleteness in any communication and that such risks shall be absolutely borne by the Client. The Client acknowledges and agrees that it may not usually be possible to cancel an Instruction after it has been given.

For Official Use Only				
Document/Signature Verified :	New Account Number :	Max. Trading Limit :	System Input :	Notified Client :
Remark :				