Individual / Joint A/CCorporate A/C

Account	
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Account Classified :	HouseAccount ExecutiveCode :



Client Risk Profile Analysis Questionnaire

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General Disclosure Statements, Risk Disclosure Statements and Disclaimer for Trading OTC Financial Products Including Fixed Income Securities, Derivative/Structured Products and Investment Funds



Client Risk Profile Analysis Questionnaire

This is a Client Risk Profile Analysis Questionnaire ("Questionnaire") which may help to appraise your risk attitude, financial means and investment objectives prior to your selection of appropriate OTC financial products including fixed income securities, derivative / structured products, investment funds and/or other financial products. You are kindly requested to complete the questions below by ticking the most appropriate answer to each question.

- ♦ Derivative / structured products mean any over the counter derivative / structured products, including but not limited to equity linked notes/instruments.
- ♦ Investment funds means mutual funds, unit trusts funds or any interest in collective investment scheme.
- ♦ Other financial products means any other financial or wealth management products in relation to which we may lawfully provide advice.

The scope of this Questionnaire is by no means exhaustive. The recommendations in this Questionnaire are for information purposes only and do not constitute investment advice or an offer to sell or a solicitation to buy any financial products.

Guoyuan Securities Brokerage (Hong Kong) Limited/Guoyuan Futures (Hong Kong) Limited/Guoyuan Asset Management (Hong Kong) Limited/Guoyuan Capital (Hong Kong) Limited (collectively as "Guoyuan") does not represent that this Questionnaire is complete.

Investors should make their own appraisal of the risks of investing in relevant financial products and should consult (to the extent necessary) professional advice of their own legal, financial, tax accounting and other professional advisors, to ensure that any decision made is suitable with regard to their investment experience and objective, financial position, risk tolerance levels and personal background.

Kindly fill in the following form in BLOCK LETTERS, and tick ✓ where applicable.

Risk Tolerance Assessment

The assessment of the client's risk tolerance levels, leading to the suggestion of a certain class of financial products for its investment needs, is derived from information provided by the client and is for reference only. Guoyuan does not make any guarantee, representation or warranty and accepts any liability, including legal liability as to any information or recommendation given in light of the assessment.

Part A: General Investment Objectives: (you may choose more than one)* 1. Retirement **Beat Inflation** (1) (2) **Capital Preservation** (1)**Building Wealth** (3)Income **Property Ownership** П (2) (3)Main Business (2) Hedging (4)Speculation Children Education Fund (2) (6)П П * Among all choices selected, choose the highest score. Score: Investment Period: **Short Term** (1)Medium Term (i.e.6-10 (3)(i.e. less than 1 year) years) Long Term Short to Medium Term (2)(3)(i.e. 1 to 5 years) (i.e. more than 10 years) Score:

3. Investment Experiences: (you may choose more than one)*

Hong Kong Equities:					
□ No Experience (1) □ 0 to 4 Years (3) □	$_{\square}$ 5 to 10 Years (3) $_{\square}$ > 10 Years (3)				
Listed Derivatives, including but not limited to War	rants/Callable Bull/Bear Contracts:				
□ No Experience (1) □ 0 to 4 Years (4) □	$_{\square}$ 5 to 10 Years (5) $_{\square}$ > 10 Years (6)				
Overseas Equities :					
□ No Experience (1) □ 0 to 4 Years (3) □	5 to 10 Years (3) \Box > 10 Years (3)				
HSI Futures:					
□ No Experience (1) □ 0 to 4 Years (4) □	$_{\square}$ 5 to 10 Years (5) $_{\square}$ > 10 Years (6)				
Options:					
□ No Experience (1) □ 0 to 4 Years (4) □	\Box 5 to 10 Years (5) \Box > 10 Years (6)				
Foreign Currencies :					
□ No Experience (1) □ 0 to 4 Years (1) □	\Box 5 to 10 Years (1) \Box > 10 Years (1)				
Leveraged Forex Trading:					
□ No Experience (1) □ 0 to 4 Years (4) □	\Box 5 to 10 Years (5) \Box > 10 Years (6)				
Unit Trusts / Mutual Funds :					
□ No Experience (1) □ 0 to 4 Years (2) □	$_{\square}$ 5 to 10 Years (2) $_{\square}$ > 10 Years (2)				
Bonds / Bond Funds :					
□ No Experience (1) □ 0 to 4 Years (1) □	\Box 5 to 10 Years (1) \Box > 10 Years (1)				
Equity Linked Deposits / Notes :					
□ No Experience (1) □ 0 to 4 Years (4) □	\Box 5 to 10 Years (5) \Box > 10 Years (6)				
Currency Linked Deposits:					
□ No Experience (1) □ 0 to 4 Years (4) □	\Box 5 to 10 Years (5) \Box > 10 Years (6)				
Callable Certificate Deposits:					
□ No Experience (1) □ 0 to 4 Years (1) □	\Box 5 to 10 Years (1) \Box > 10 Years (1)				
Other Structured Deposits/Products:					
□ No Experience (1) □ 0 to 4 Years (4) □	\Box 5 to 10 Years (5) \Box > 10 Years (6)				
Non-Exchange traded (i.e. OTC) Derivatives :					
□ No Experience (1) □ 0 to 4 Years (4) □	\Box 5 to 10 Years (5) \Box > 10 Years (6)				
Hedge Funds:					
□ No Experience (1) □ 0 to 4 Years (4) □	\Box 5 to 10 Years (5) \Box > 10 Years (6)				
Others (Please specify):					
□ No Experience (1) □ 0 to 4 Years (3) □	, , , , , , , , , , , , , , , , , , , ,				
* Among all choices selected, choose the highest score.					

$_{\square}$ 0 - 50 Investment Transactions (2) $_{\square}$	101 - 500 Investment (4) Transactions			
\Box 51 - 100 Investment Transactions (3) \Box	> 500 Investment Transactions (6)			
5. Areyou/Isyourcompanycurrentlyholdingan more than one)*	Score :			
Hong Kong Equities	□ No (1) □ Yes (3)			
Listed Derivatives, including but not limited to Warrants/Callable Bull/Bear Contracts	□ No (1) □ Yes (4)			
Overseas Equities	□ No (1) □ Yes (3)			
HSI Futures	□ No (1) □ Yes (4)			
Options	□ No (1) □ Yes (4)			
Foreign Currencies	□ No (1) □ Yes (1)			
Leveraged Forex Trading Contract	□ No (1) □ Yes (4)			
Unit Trusts / Mutual Funds	□ No (1) □ Yes (2)			
Bonds /Bond Funds	□ No (1) □ Yes (1)			
Equity Linked Deposits / Notes	□ No (1) □ Yes (4)			
Currency Linked Deposits	□ No (1) □ Yes (4)			
Callable Certificate Deposits	□ No (1) □ Yes (1)			
Other Structured Deposits/Products	□ No (1) □ Yes (4)			
Non-Exchange traded (i.e. OTC) Derivatives	□ No (1) □ Yes (4)			
Hedge Funds	□ No (1) □ Yes (4)			
Others (Please specify)	□ No (1) □ Yes (3)			
* Among all choices selected, choose the highest score.	Score:			
6. Your/Your company's most preferred type o	of instruments is:			
\square Cash (time deposits & savings accounts)	(0)			
☐ Mainly Cash	(1)			
Diversified (diversify in different classes of financial products, including but not limited to stocks, funds, bonds, property and cash)				
☐ Speculative	(5)			
$_{\square}$ Other (Please specify) :	(5)			
	Score:			
7. Doyou/DoesyourcompanyhaveanyimmediateneedsforcashwithinthecomingTHREEmonths?				
☐ Yes (1)	¬ No (3)			
	Score :			

Number of investment transactions in the last year \div

4.

8.	products, investment fun	•			nties, deriva	tives/ str	ucturea
	No experience					(1)	
	Limited Experience: so	meinvestment	experi	ence but need detailed	dguidance	(2)	
	Experienced : some in decisions with little guida	•	erience	and can make own i	nvestment	(4)	
	Very Experienced: active investment decisions		ed inve	estor and would prefer t	o make own	(5)	
					Score:		
9.	What is the percentage of the investment?	liquid assets (w	vith hig	h marketability) that yo	ou/your.comp	oany will a	allocate in
	Below 10%	(3)	П	26% - 50%	(2)		
	10% - 25%	(2)	П	Above 50%	(1)		
			_		Score:		
Par	t B: ForIndividualClien	t					
Sec	tion One:						
	es" is chosen, the client essment will not be gone t	•	ed as	not willing to acce	pt any risk	and the	refore the
I an	n not comfortable with fluc	tuations in the	value	of my investment. I o	cannot accep □ No	ot any ca	pital loss.
Sec	tion Two:						
1.	What is yourage?						
	65 years old or above	(0)		25 to 45 years old	(2)		
	46 to 64 years old	(1)		Below 25 years old	(3)		
					Score:		
2.	2. Which of the following can best describe your employment/income status?						
	I am retired/not working	and I rely on r	ny inve	estments for living exp	oenses.	(0)	
	I am retired/not working b	•	•			(0)	
	I am working but I rely o	•	-	_	•	(2)	
	I am working and I do no	•				(3)	
	Č				Score:	, ,	

3.	What is the amount set aside from your income for unforeseen events?						
	None Lessthan1monthofannu	alsalary	(0) (0)		1 - 6 months of annu More than 6 months of	•	(2) ry (3)
4.	How much realized loss c	an you b	ear and	rem	ain comfortable?	Score	:
	Below 15%	(1)		26% - 50%	(5)	
	15% - 25%	(3)		Above 50%	(6)	
						Score : [
5.	Which of the following ca fluctuations?	n best de	escribe	you	r feelings and attitude	towards inve	estment value
	I am conservative, but can a and some potential loss o principal and earning incon	f principa	al. I am	mor	e concerned with pre-	serving my	(1)
	I have a moderate investment attitude and accept that the potential for higher (2) returns means accepting fluctuations in my investment's value and possible loss of principal. (between 10% - 25%)						
	My main goal is long-term about major fluctuations a investment volatility. (abo	and incre	eased ri				(3)
						Score:	
6.	What is the most importar	nt objecti	ve whei	n yo	u invest?		
	Safety of principal	(0)	Balar	ice c	of stable income and ca	apital growth	(2)
	Stable income	(1)	Сар	ital (growth		(3)
						Score : [
7.	How quickly do you expec	t to attair	n your e	xped	cted return of investme	nt (say over !	50%)?
	More than 10 years	(1)			1 - 5 years	(3)	
	6 - 10 years	(2)			Less than 1 year	(6)	
						Score:	

Part C: For CorporateClient

1.	How much realized loss can your company sustain without changing its investment strategy?					
	Below 15% 15% - 25%	(1) (3)		26% - 50% Above 50%	(5) (6)	
2.	What percentage of your	company's total	asse	ets will constitute invest	Score : ment?	
	Below 25% 25% - 50%	(0) (1)		51% - 75% Above 75%	(2) (2) Score : [
3.	How quickly does your co	mpany expect to	atta	in its investment objecti	ves (say ove	er 50%)?
	More than 10 years 6 – 10 years	(1) (2)		1 – 5 years Less than 1 year	(3) (6) Score : [
4.	Which of the following sta accept?	tements can be	st de	scribe the level of risk y	our compar	ny is prepared to
	sacrifice return for low risk. Balanced - We are willing to accept slight volatility on investment assets and low return. Balanced Growth - We are prudent but are willing to accept reasonable risk for reasonable return.					
	Aggressive Growth - We investment for higher ref		иега	ie nignei market volatii	Score :	(4)

To be completed by Guoyuan:

Total Score		D' 1	
Individual Client	Corporate Client	Risk Categories	Investment Risk Profile
22 or	18 or	Stable	For my/our priority is capital preservation plus some marginal gain and I am/we are willing to accept low risks. In return, I/we understand that I/ we will receive low returns.
Below	Below		Recommend to invest in fixed income securities, derivatives/ structured products, investment funds and/or Other financial products with LOW product risk level. If the customer still wishes to invest in fixed income securities, derivatives/ structured products, investment funds and/or other financial products with a higher risk level, he/she is/they are required to acknowledge that he/she has/they have decided to invest in fixed income securities, derivatives/ structured products, investment funds and/or other financial products with a higher risk level based on his/her/their own independent decision.
			I am/We are willing to accept medium risks (under normal market conditions) in exchange for some potential returns over the medium to long term.
23 - 37	19 - 29	Balanced	Recommend to invest in fixed income securities, derivatives/ structured products, investment funds and/or other financial products with MEDIUM or lower product risk level. If the customer still wishes to invest in fixed income securities, derivatives/ structured products, investment funds and/or other financial products with a higher risk level, he/she is /they are required to acknowledge that he/she has /they have decided to invest in fixed income securities, derivatives/structure products, investment funds and/or other financial products with a higher risk level based on his/her/their own independent decision.
29 52	20 42	Balanced	I am/We are willing to accept high risks (under normal market conditions) in exchange for higher potential returns over the medium to long term.
38 - 53	30 - 43	Growth	Recommend to invest in fixed income securities, derivatives/ structured products, investment funds and/or other financial products with HIGH or lower product risk level. If the customer still wishes to invest in fixed income securities, derivatives/ structured products, investment funds and/or other financial products with a higher risk level, he/she is /they are required to acknowledge that he/she has/they have decided to invest in fixed income securities, derivatives/ structured products, investment funds and/or other financial products with a higher risk level based on his/her/their own independent decision.

54 or Above	44 or Above	Aggressive	Iam/We are willing to accept very high risks to maximize my/our potential return. I/We understand that I/we may lose a significant part or all of my/our capital. I/We may even be required to make good the losses over and above my/our capital.
			Suitable to invest in fixed income securities, derivatives/ structured products, investment funds and/or other financial products with any risk level.

Your Risk Tolerance	Level:		
Total Score :			
Your risk tolerance	level is assessed as :		
□ Conservative	□ Balanced	□ Balanced Growth	□ Agaressive

Client Declaration

- 1. I/We have read and filled in the "Client Risk Profile Analysis Questionnaire" and understand which risk tolerance level I/we belong to and consent to the results of the assigned risk tolerance level being documented by Guoyuan.
- 2. I/We acknowledge and am/are aware that the quality and quantity of this assessment highly depends on the accuracy and the completeness of the information provided in this Questionnaire.
- 3. I/We acknowledge that I/we have considered my financial situation, investment experience, investment objectives and risk tolerance level before investing in fixed income securities, derivatives/structured products, investment funds and/or other financial products. I/We fully understand and accept the risk and return associated with the financial product(s) invested by me/us. I/We declare that I/we have made the investment decision based on my/our judgment.
- 4. I/We agree that I/we shall make my/our own independent investigation, appraisal of any fixed income securities, derivatives/ structured products, investment funds and/or other financial products. I/We acknowledge that I/we have been advised by Guoyuan to obtain appropriate professional advice where necessary before deciding to subscribe for fixed income securities, derivatives/ structured products, investment funds and/or other financial products.
- 5. I/We acknowledge and am/are aware that the investment decision thereafter taken is of my/our sole responsibility.

Signed By:	
Authorized Signature (Corporate Applicant, with Company Chop)	Print Name (in Block Letter)
Title (Corporate Applicant)	 Date

If the individual client and the corporate client who scored equal to or below 37 and 29 in this Questionnaire respectively, please make the following additional acknowledgement as well of non-suitable to deal in HIGH product risk fixed income securities, derivatives/ structured products, investment funds and/or other financial products.

"I/We acknowledge that the sales teams including account executives of Guoyuan has warned me/us that according to my/ our financial position, investment experience and objectives and risk tolerance levels, fixed income securities, derivatives/ structured products, investment funds and/or other financial products with high product risk level might not be a suitable investment for me/us. Nevertheless, I/we have still decided to invest in the relevant fixed income securities, derivatives/ structured products, investment funds and/or other financial products with high product risk level based on my/our own independent decision."

Signed By:	
Authorized Signature (Corporate Applicant, with Company Chop)	Print Name (in Block Letter)
Title (Corporate Applicant)	Date



General Disclosure, Disclaimer and Risk Disclosure Statement For Trading OTC Financial Products Including Fixed Income Securities, Derivatives / Structured Products and Investment Funds

This is an important document which a client should read carefully.

This document is applicable to client to trade OTC financial products. OTC financial products involve non-listed mutual funds, unit trusts and any interest in any collective investment schemes or vehicles ("Investment Funds"); and/or OTC fixed income securities and/or OTC derivatives/ structured products ("derivatives/ structured Products"), including but not limited to equity linked notes, equity linked instruments such as accumulators and de-cumulators and China performance certificates whose underlying performance may be linked to equities or other forms of securities such as convertible bonds that are listed and traded in Hong Kong, Shanghai and/or, Shenzhen although the derivatives/ structured products itself is not listed.

This document forms an integral part of the Client Agreement (including any addendum and supplemental agreement thereto) entered into between a client (Hereinafter "The Client") and Guoyuan Securities Brokerage (Hong Kong) Limited/Guoyuan Futures (Hong Kong) Limited/Guoyuan Asset Management (Hong Kong) Limited/Guoyuan Capital (Hong Kong) Limited (named as "Guoyuan") and the risks, warnings and other matters disclosed in this document are in addition to those disclosed in the Client Agreement (including any addendum and supplemental agreement thereto). Accordingly, this document should be read in conjunction with the Client Agreement (including any addendum and supplemental agreement thereto).

The objective of the risk disclosure statement in this document is to explain to The Client, briefly, certain risks relating to OTC financial products, including investment funds, fixed income securities, and/or derivatives/ structured products and certain risks in association with investing in or entering into transactions relating to the above mentioned products (as the case may be) ("Transactions").

However, the client should be aware that the risk disclosure statements in this document if for reference only and does not purport to disclose all of the risks of any particular transaction or financial product. The client should therefore read carefully all the relevant constitutive documents, information memorandum, prospectuses, offering documentation and information in relation to the subject transaction or financial product and consult with the professional advice of his legal, tax anf financial advisers prior to entering into any particular transaction.

If Guoyuan solicit the sale of or recommend any financial product to the client, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

The client should seek independent professional advice if he/she is/ they are uncertain of or does not understand any aspects of this document.

General Disclosure and Disclaimer

- 1. The Client agrees to make its own independent judgment and investment decision and if necessary obtain independent advice from professional advisers with respect to the structure, anticipated return (where applicable), legal implications and any other matters of the relevant financial products in accordance with the Client's investment experience and objectives, financial position and risks appetite or tolerance. Guoyuan is not responsible for any losses whatsoever or howsoever in association with or arising from the Client's investment in any of such financial products under any circumstances.
- 2. The Client agrees to bear and carry the burden of all risks associated with the Transaction of the relevant investment funds, fixed income securities, and/or derivatives/ structured products, and Guoyuan is not responsible for any losses (in whatever nature and cause) whatsoever or howsoever in association with or arising from any of such financial products.
- 3. Guoyuan is not obliged to give advice or make recommendations.
- 4. Guoyuan is not making, and has not made, any representations whatsoever as to any information contained in any sales document of the relevant financial products.
- 5. In distributing relevant financial products, Guoyuan is not making, and has not made, any representations whatsoever as to the financial products providers or their managers.
- 6. The Client understands that holding of investment funds and/or derivative/ structured Products are not and do not represent or convey any interest in, a direct or indirect obligation of listed Companies that the investment funds and/ or derivatives/ structured products invested/linked, and that Guoyuan is not an agent of the holder of investment fund and/or derivatives/structure products for any purpose.
- 7. Prior to investing in any investment funds, fixed income securities, and/or derivatives/ structured products, the Client should carefully consider: (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange control requirements which the Client might encounter under the laws of the countries of his incorporation, citizenship, residence or domicile and which might be relevant to the purchase, sale, subscription, holding, transfer, conversion or disposal of the investment funds, fixed income securities, and/or derivatives/ structured products.
- 8. Guoyuan may not charge a fee for providing services relating to the relevant financial products. Guoyuan will normally be paid a commission or rebate by financial product providers or managers for arranging Transactions involving the distribution of financial products.
- 9. The Client who engages or enters or intends to engage or enter into a Transaction with Guoyuan or through Guoyuan should be aware of the risks which may be involved in such Transaction, as well as Guoyuan's policies in respect of such Transaction. The Client should not enter into a Transaction unless he/she/they fully understand(s):

- A. the nature, risks and fundamentals of the Transaction and the market underlying such Transaction:
- B. the terms and conditions of the documentation for such Transaction and the legal liabilities arising there from;
- C. the extent of risk of economics loss to which he is exposed to as a result of such Transaction (and determine that such Transaction is suitable for him in light of his relevant investment experience, investment objectives, financial status, resources and risk tolerance level);
- D. the income tax treatment of such Transaction (which can be complex); and
- E. the regulatory treatment of such Transaction.
- 10. The Client should have the responsibility to fully understand the terms and conditions of all Transactions which he undertakes, including, without limitation:
 - A. the terms as to price, holding period, expiration date, restriction on trading and other terms material to the Transaction;
 - B. any terms describing risk factors, such as volatility, liquidity, and so on; and
 - C. the circumstances under which he may become obliged to make or take delivery of the underlying interest of derivatives/ structured products.

The Client should therefore familiarize himself with the terms and conditions of all relevant agreement, contract or confirmation that he may enter into in relation to a Transactions. The Client must fully understand his rights and obligations under that agreement, contract or confirmation.

- 11. The Client's net returns from a Transaction will also be affected by the costs of the Transaction (i.e. commission, fees and other charges). These costs must be considered in the assessment made by the Client in relation to the Transaction.
- 12. Guoyuan will, in appropriate cases, furnish the Client with materials such as prospectus, offering documents, term sheets and/or other information setting out the material terms of the relevant financial products, associated obligations, underlying assumptions, pricing basis and sensitivity analysis to illustrate the impact of market movements on the proposed transaction of the relevant financial products (in particular, the profit and loss which the Client may be exposed to with fluctuations in market rates) and/or such other information regarding the Transaction as Guoyuan may consider relevant. Any sensitivity analysis which may be provided is for the purpose of illustration only and is not to be treated as Guoyuan's view on how the market will move in the future. The Client is strongly advised to study and should fully understand such materials and information including but not limited to the risks involved before executing any specific Transaction. The provision of such materials and information shall not, however, detract from the Client's duty to take all such steps and make all such enquiries as may be necessary or desirable to ensure that the Client fully understands and is familiar with the subject Transaction.
- 13. Investment involves risk. The price of financial products may move up or down and may even become valueless. It is likely that loss may be incurred rather than profit made as a result of buying and/or selling financial products. Past performance figures are not indicative of future performance. The

Client should carefully read the prospectus and any other offering documents of relevant financial products, the term sheets and other relevant documents for details before making any investment decisions, and thereafter, should regularly check for update of information relating to the relevant financial products.

- 14. The client assets received or held by Guoyuan outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdictions which may be different from the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) and the rules made hereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.
- 15. Transactions involving markets in other jurisdictions, including markets formally linked to Hong Kong, may expose the Client to addition risks. Such markets may be subject to law, rules and regulations which may offer different or diminished investor protection. Before entering into any Transaction, the Client should enquire about the law, rules and regulations relevant to the particular Transaction. The Hong Kong regulatory authority will not be able to compel the enforcement of rules of the regulatory authorities or markets in other jurisdictions where the Client's Transactions have been effected. The Client should enquire about the types of redress available in Hong Kong and other relevant jurisdictions before entering into a Transaction.
- 16. The Client accepts that Guoyuan or any of its affiliates from time to time may have an interest, relationship or arrangement that is material in relation to the Transactions concerned. The Client further acknowledges and agrees that Guoyuan or any of its affiliates could be dealing as principal for its proprietary accounts and for other accounts under its management. Such trading may influence the value of financial products.
- 17. Guoyuan or any of its affiliates may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial business with financial products providers or managers and may act with respect to such business without accountability to the holder for holding and transaction of financial Products, regardless of whether any such action might have an adverse effect on the holder.
- 18. Guoyuan or any of its affiliates may, whether by virtue of the types of relationships described above or otherwise, at the date hereof or at any time hereafter, be in possession of information in relation to any company relating to the financial products (regardless of such company is a company invested by investment funds, issuer of fixed income securities or linked to derivative/ structured products) and/or its affiliates which is or may be material in the context of the financial products and which is or may not be known to the general public or the purchaser. Guoyuan does not create any obligation to disclose to the holder of financial products any such relationship or information (whether or not confidential) and neither Guoyuan shall be liable to any holder by reason of such non-disclosure.
- 19. Guoyuan or any of its affiliates may engage in a wide range of services including securities trading, securities brokerage and financing activities. The Client acknowledges that Guoyuan will not be under any duty to disclose to the Client any fact or matter or other information in relation to the provision of other services by Guoyuan or any of its affiliates.
- 20. Guoyuan or any of its affiliates will not be restricted or prevented from acting in any capacity for any other person or from providing any services to any other person or client. The Client acknowledges that Guoyuan is under no duty to disclose to the Client any fact or matter or information which comes to Guoyuan's knowledge in the course of acting in any capacity for any person or providing services to

any other person or Client. Also, Guoyuan shall be under no obligation to account to the Client for any benefit received for providing services to any other person or client unless that service is related to the client's transaction.

- 21. The Client acknowledges and understands that Guoyuan is part of a large financial group and acts simultaneously for a large number of clients, as well as for its own account. Accordingly, conflicts of interest cannot be completely avoided. The Client also acknowledges and understands that Guoyuan and its affiliates may (subject to the applicable laws): (a) be the issuer of any investment funds and/or derivatives/ structured products; (b) combine the Client's orders with its own orders or the orders of other clients; (c) make investments or effect Transactions for the Client through agency and/or with a counterparty which is a related organization or a person otherwise associated with it; (d) have a position or a direct or indirect interest in any Transactions even if the position is opposite to that taken by the Client; (e) have bought or sold any investment funds, fixed income securities and/or derivatives/ structured products or entered into any Transactions as principal or for its other clients; or (f) have other investment banking, advisory or any other corporate relationships with companies (regardless of companies invested by investment funds, issuers of fixed income securities or companies linked with derivatives/ structured products) without consider whether the Client hold or trading the relevant investment funds, fixed income securities and/or derivatives/ structured products and its/their officers or directors may be officers or directors of such companies. Guoyuan and its affiliates shall not be liable to account or specifically disclose to the Client any profit, charge or remuneration made or received from any such transactions or other connected transactions.
- 22. Guoyuan does not make a secondary market in any financial products.

Specific Risks and Disclaimer of Investment Funds

- 1. Investment funds have their specific investment objectives. The client should understand his/ her/their investment objectives. Strategy and different level of volatility and risk that may be associated with it to ensure that the investment fund is suitable in light of the client's financial position, risk tolerance level and investment objectives.
- 2. The Investment funds issuers and their associated parties are under no obligation to redeem the Client's holdings in any investment funds at the price of the constituent securities at the time of the Client's purchase.
- 3. Investment funds usually involve investing in foreign securities, assets or financial products ("Investments") through foreign stock exchanges, markets or counterparties and are subject to applicable constitution and regulations where such Investments are transacted and may involve a high investment risk. The Client should be aware of the risks associated with foreign Investments and should make the decision to invest in such investment funds only after due and careful consideration. The greater risk profile and other characteristics of such foreign securities, assets or financial products which an investment fund invests in mean that such investment fund is more suited to professional and other sophisticated investors.
- 4. The level of risk associated with foreign Investments can vary, depending on a number of factors, including the different rules and regulations of the stock exchanges on which the foreign Investments are traded. These foreign Investments are subject to the applicable laws and regulations of the relevant foreign jurisdiction which may be different from the Hong Kong Securities and Futures Ordinance (Cap 571 Laws of Hong Kong) and the rules made hereunder. Consequently, such foreign Investments may not enjoy the same protection as that conferred on

Investments transacted in Hong Kong.

- 5. Some markets in which some investment funds invest in may be subject to a higher than usual risk of political or economic instability, the assets of and income from such investment funds may be affected unfavorably by fluctuations in currency rates, exchange control and fiscal regulations. As a result, the underlying securities of such investment funds may be subject to substantial price volatility. Some markets may not be subject to the same or similar accounting, auditing and financial reporting standards, practices and disclosure requirements as compared to those applicable in more advanced countries, and there may be less government supervision, legal regulations and less well defined tax laws and procedures than in countries with more advanced securities markets.
- 6. Certain types of investment funds may invest in higher yielding securities rated lower than investment grades. Below investment grade securities such as, for example high yield debt securities, may be considered as speculative and may include securities that are unrated or in default. As a result, investment in these investment funds is accompanied by a higher degree of credit risk than investment in those investment funds which carry higher rated and lower yielding securities.
- 7. The market for certain industry sectors such as technology, natural resources can be highly volatile and in many cases the prices may reflect market speculation instead of the underlying economic value of these investment funds.
- 8. Certain capital guaranteed/capital preserved investment funds generally carry some terms and conditions, and the redemption of securities in such investment funds prior to fulfilling all of the terms and conditions specified in the prospectus and/or other offering documents will be subject to market fluctuation or a redemption fee.
- 9. Certain investment funds may invest in securities, assets or financial products of emerging markets. Emerging markets are defined as markets in countries with moderate to low per capita national income. While investments in emerging markets can yield large gains, they can also be highly risky as they could be unpredictable and there may be inadequate regulations and safeguards available to investors. For instance, investments may not be readily saleable and information to determine their current value may not be available in emerging markets. Besides the risks inherent in all investments, those associated with emerging markets include, but are not limited to, country risk where government intervention in markets, perhaps in the form of exchange control laws or restrictions in the repatriation of profits, may affect the value of an investment or an investor's ability to enjoy its benefits. In addition, events (for instance, natural disasters, fluctuations in commodity prices and/ or exchange rates and political upheavals) which may have a minor or limited effect in more mature markets could affect emerging markets profoundly.

In these circumstances, investments by the Client in investment funds involving emerging market need careful and independent assessment and the Client should carefully consider the risks in relation thereto (including, without limitation, sovereign risk, issuer risk, price risk, political risk, and liquidity risk). The Client should make an independent appraisal of, and investigations into, and should, from time to time, review the financial condition and creditworthiness of the relevant emerging markets. The Client should be aware of and be able to weigh the diverse risks, some of which are identified above, before investing in investment funds involving emerging market securities, assets or financial products.

10. Hedge funds or alternative investment funds can be described as all forms of investment funds, companies and partnerships that use derivatives for directional investing and/or are allowed to go short and/or use significant leverage through borrowing. As such investment funds use alternative investment strategies and the risks inherent therewith are not typically encountered in traditional funds, prospective investors of such investment funds should give careful consideration to various risk factors while evaluating the suitability of their investment. The Client is advised to consider his own financial circumstances, risk tolerance levels, investment objectives and the suitability of the scheme as part of their investment portfolio. This document cannot disclose all the risks connected with investments in such investment funds. The Client should also carefully evaluate the risk factors mentioned in the prospectus and/or other offering documents of such investment funds and should obtain professional advice before subscribing to or investing in such Investment Funds. Investments in such investment funds involve a high degree of risk and are suitable for sophisticated investors only who fully understand and are willing to assume the risks involved and the exposure to potential losses which could involve the complete loss of their investment.

Investment strategies of such investment funds are often high-risk. Due to leverage, a small movement in the market can lead to a major gain, but any losses will also be magnified sharply. The Client acknowledges and accepts that for such investment funds the entire amount of the Client's investment can, under certain circumstances, be lost. Moreover, many investment strategies are highly complex and very difficult to understand. The Client should be aware that changes in strategy which can lead to a substantial increase in the level of risk. The liquidity and tradability of such investment funds can vary a great deal. Hedge fund issues and redemptions are often only monthly, quarterly or annually. Fixed holding periods lasting many years are not unusual. Provisions regarding trading frequency and holding periods may change frequently and rapidly. Liquidations can stretch over many years. Many investment funds in this category have an offshore domicile which earns them the name offshore funds. They are subject to less stringent legislation and supervision, which in turn offer poorer investor protection. Problems or delays may also arise in the settlement of buy and sell orders for units in such investment funds. There is no guarantee that an investor's legal rights will be enforceable.

Specific Risk and Declaimer of Investing in Derivatives / Structured Products

- 1. Derivatives/structured products are complex and involve different types of risks. The risk of loss resulting from investments in such derivatives/structured products can be substantial with a total loss of capital value. The Client should: (a) study and understand the structure of derivatives/ structured products before placing any orders; and (b) have prior experience with investment in derivatives/structured products and fully understand the associated risks before making a decision to invest in such products and ensure that the products are suitable in light of his financial position, risk tolerance level and investment objectives.
- 2. Derivative products often involve a high degree of gearing, so that a relatively small movement in the price of the underlying securities results in a disproportionately large movement in the price. The values of derivative products are not fixed, but fluctuate with the market, which may be influenced by many factors, including changes in the economic and/or political environment. The prices of derivative products can therefore be volatile.
- 3. While derivative products (fluctuate with the underlying securities trading on the Hong Kong, Shanghai and/or Shenzhen stock exchanges) are unexercised and if their underlying securities are suspended from trading on the Hong Kong, Shanghai and/or Shenzhen stock exchanges, they may be suspended from trading for a similar period of time as their underlying securities.

- 4. Depending on the structure of a particular derivative product, an investor may be obligated to accept delivery or make delivery (as the case may be) of the underlying securities if the conversion price is triggered or pursuant to the terms and conditions of the relevant agreement, contract or confirmation of the subject Transaction. Depending on the market conditions, an investor may be obligated to accept delivery of the underlying securities at a price which is above the market price such securities or to make delivery of the underlying securities at a price which is below the market price of such securities and losses may occur resulting from such actions which can be substantial. The loss resulting from investing in such derivative products can be over and above the initial amounts invested to a substantial extent.
- 5. If there is an extraordinary event or an adjustment event such as stock split, issue of bonus shares or other unexpected event that changes the number, value or weighting of issued shares of the underlying stock, the counter-party/calculation agent may adjust the contract terms, at its sole discretion, to reflect the new market conditions. This may include unwinding the contract. The investor should seek independent advice from professional parties in the event of such extraordinary events or adjustments.
- 6. Early termination prior to maturity is possible subject to the terms and conditions governing the derivative products and prevailing market terms and conditions.
- 7. The value of the derivative products may be reduced due to any downgrades by rating agencies such as Moody's Investors Inc. or Standard & Poor's Rating Services.
- 8. By purchasing derivatives products linked to shares or securities listed on the Shanghai or Shenzhen stock exchange, the Client understands and irrevocably and unconditionally acknowledges and agrees that the provision of the derivative products is subject to and conditional upon the availability of such PRC shares and securities and access by Guoyuan to qualified foreign institutional investor ("QFII") facilities with third parties. The QFII facilities may be withdrawn at any time and Guoyuan reserves its right to terminate and unwind a trade at any time.
- 9. The Client should ensure that his purchase of a particular derivatives/structure product is lawful under the laws of the jurisdiction of his incorporation / domicile and the jurisdiction in which he operates (if different), and that such purchase will not contravene any law, regulation or regulatory policy applicable to him.
- 10. For derivatives/structure products (and non-listed financial instruments in general), in particular in "combined" or "structured" Transactions, the absence of a "market" or "common" reference price may make it impossible for Guoyuan to provide the precise value of the Transaction. Therefore the Client should be aware that price indications by Guoyuan are always based on the latest available market prices of the underlying instrument or have arrived from sources believed to be reliable. Consequently, price indications might only reflect historic prices and may not reflect the final proceedings where the Transaction is terminated or assigned immediately, if this is possible at all. Guoyuan does not make any representation as to the accuracy or completeness of price indications for any Transactions and does not accept liability for any losses arising from the use thereof.
- 11. Structured products are formed by combining two or more financial instruments and may include one or more derivatives products. Structured products may carry a high degree of risk and may not be suitable for many members of the public, as the risks associated with the financial instruments or derivatives products may be interconnected. As such, the extent of loss due to market movements can be substantial. Prior to engaging in structured product Transactions, the Client should understand the inherent risks involved. In particular, the various risks associated with each financial instrument or derivatives

product should be evaluated separately as well as taking the structured product as a whole. Each structured product has its own risk profile and given the unlimited number of possible combinations, it is not possible to detail in this document all the risks which may arise in any particular case. The Client should note that with structured products, buyers can only assert their rights against the issuer. Hence, particular attention needs to be paid to issuer risk. The Client should therefore be aware that a total loss of his investment is possible if the issuer should default.

- 12. Because the prices and characteristics of over-the-counter derivatives products are individually negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. Guoyuan consequently cannot and does not warrant that its prices or the prices it secures for the Client are or will at any time be the best price available to the Client. Guoyuan may make a profit from a Transaction with the Client no matter what result the Transaction has from the Client's point of view.
- 13. Equity-linked instruments ("ELI") carry a high degree of risk. ELIs are products combining notes/deposits with stock options which may allow a bull, bear or strangle (i.e. trading range) bet. The return component of ELI is based on the performance of a single equity security, a basket of equity securities, or an equity index. ELI may come in different forms: equity-linked notes, equity-linked deposits and equity-linked contracts. The Client acknowledges and agrees that while the maximum return on investment is usually limited to a predetermined amount of cash, an investor stands to potentially lose up to the entire investment amount if the underlying share price moves substantially against the investor's view. The Client should be able to understand the risks he is bearing before investing in ELIs.
- 14. The prices of the underlying securities of derivatives products fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. Accordingly, it is as likely that loss will be incurred rather than profit made as a result of buying or selling derivatives. In particular, for some structured products such as accumulators, depending on market conditions, an investor may be obligated to accept delivery of the underlying securities at a price which is above the market price of such securities and loss may occur resulting from such action which can be substantial. Similarly, for some structured products such as de-cumulators, an investor may be obligated to make delivery of the underlying securities at a price which is below the market price of such securities and loss may occur resulting from such action which can be substantial. The loss resulting from investing in such structured products can be over and above the initial amounts invested to a substantial extent.

General Risk Disclosures Credit Risk

- 1. The holder of financial products could be exposed to the credit risk of the issuer and if relevant, any guarantor of the financial products.
- 2. The market value of financial products may change as a result of changes in the actual or perceived credit standing of the issuer. An adverse change in the financial condition of an issuer could lower the quality of a security leading to greater price volatility on that financial product. A lowering of the credit rating of a security may also reduce the financial product's liquidity, making it more difficult to sell.
- 3. The Client should ensure that he has sufficient knowledge and experience in financial and businessmatters and the expertise in assessing credit risk and that he is capable of evaluating merits, risks and suitability of investing in financial products or has sought professional advice before making such investment. The Client acknowledges that he has performed his own credit analysis with respect to the subject financial products and has sufficient understanding of the

risks involved in relation to the underlying shares or securities of the financial products and the country in which the company issuing the shares or securities is incorporated or formed and/or all other relevant matters of that country.

Currency Risk

- 1. Where the Client engages in a Transaction involving one currency for hedging an original investment in another currency, or where a Transaction entered into by the Client references or involves two or more different currencies, the Client should be aware that fluctuations of the currencies against each other or against the other underlying elements of the Transaction may affect the Client's net profit or loss on the Transaction.
- 2. Financial products are likely to invest in currencies other than Hong Kong dollars which may be subject to exchange rate fluctuations. The Client should be aware that fluctuations of the currencies may affect the value of the financial products as well as the Client's net profit or loss on the transaction.

Liquidity Risk

- 1. Financial products may have limited liquidity. It may be impossible to liquidate an existing position or to do so at a satisfactory price because the market finds it difficult to assess the value of financial products, to determine a fair price or assess the exposure to risk.
- 2. The liquidity of a financial product does not normally reflect the liquidity and the bid-offer spread of the underlying securities and even whilst there may be a secondary market in a financial product, it may not be liquid enough to facilitate a sale by the Client.
- 3. The Client shall not be entitled to withdraw or terminate prior to maturity all or any part of a financial product during its tenor without Guoyuan's prior written consent. Guoyuan may at its absolute discretion refuse to give such consent, or Guoyuan may impose conditions on such consent at its absolute discretion. Conditions on such consent may include (without limitation) the deduction of such breakage costs as Guoyuan shall determine conclusively acting in good faith at its absolute discretion. Such breakage costs shall include the costs, expenses, liabilities or losses incurred or suffered by Guoyuan as a consequence of breaking its hedge, or funding from other sources in respect of the financial products. Therefore, the total amount repayable on an early withdrawal or termination of a financial product at the Client's request may be less than the principal amount.

Tax Risk

Before entering into any Transactions, the Client should understand the tax implications of doing so, e.g. income or profit tax. Different Transactions may have different tax implications. The tax implications are dependent upon the nature of the Client's business activities and the Transactions in question. The Client should, therefore, consult his tax advisor to understand the relevant tax considerations.

Counterparty

The Client should ensure that he is aware of the identity of the contractual counterparty he is or may be matched with. Often, the Client will be purchasing an unsecured obligation of such counterparty (as

opposed to an obligation of a central clearing corporation as would be the case with exchange traded futures and options) and the Client should evaluate the comparative credit risk. Where the Client's counterparty is Guoyuan, the Client acknowledges that Guoyuan deals with the Client at arm's length as the Client's counterparty. In such case, Guoyuan is not the Client's fiduciary, nor does it accept any fiduciary obligations to the Client. The Client should be aware that any dealing, trading, engagement or transaction with Guoyuan could result in a loss to the Client and a gain to Guoyuan. Also, Guoyuan may make a profit from a transaction with the Client whatever the result of the transaction, whether from the Client's point of view or otherwise.

Non-Transferability and Non-Marketability

A Transaction (in particular a structured or over-the-counter Transaction) generally cannot be assigned or transferred without the consent of the other party. Guoyuan is not obliged to repurchase a Transaction from the Client or terminate a Transaction at the Client's request. Because Transactions are customized and not fungible, engaging in a Transaction with another dealer to offset a Transaction the Client has entered into with Guoyuan will not automatically close out those positions and will not necessarily function as a perfect hedge. Off-exchange Transactions may also be less regulated or subject to a separate regulatory regime. Before undertaking such Transactions, the Client should familiarize himself with the applicable rules and attendant risks.

Market Forces

- 1. The Client's payments or receipts under a Transaction will be linked to changes in the particular financial market or markets to which the Transaction is linked, and the Client will be exposed to price volatility in that market or markets. The Client may sustain substantial losses on the contract, trade, product or financial investment if the market conditions move against his positions. It is in the Client's interest to fully understand the impact of market movements, in particular the extent of profit/loss he would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if he has to sell his financial products if market conditions move against him. His position may be liquidated at a loss, and he will be liable for any resulting deficit in his account maintained with Guoyuan.
- 2. Under certain market conditions the Client may find it difficult or impossible to liquidate a position, to assess a fair price or assess risk exposure. This can happen, for example, where the market for a Transaction is illiquid or where there is a failure in electronic or telecommunications systems, and where there is the occurrence of an event commonly known as "force majeure". Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Client's losses to the intended amounts, as it may be impossible to execute such orders under certain market conditions.

Risk-reducing Orders or Strategies

Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Client's losses to the intended amounts, as it may be difficult or impossible to execute such orders either in accordance with the Client's instructions, or at all, under certain market conditions or the terms and conditions relating to the relevant Transactions. Accordingly, the Client accepts and bears the risk, and hereby releases and discharges Guoyuan from all liability, arising out of the execution or the non-execution of a "stop-loss" or "stop-limit" order and pursuant to such acceptance authorizes Guoyuan, should any such circumstances occur, to execute any order at such price and in such manner as Guoyuan may deem

appropriate. Strategies using combinations of positions, such as "spread" and "straddle" positions, may be as risky as taking simple "long" or "short" positions.

Corporate Actions

Other risks may impact on the value of financial products, for example corporate actions in relation to the company issuing the underlying securities of the relevant financial products may occur to have a dilutive effect on the value of the underlying securities. In certain circumstances the issuer has discretion as to the adjustments that it makes, if any, following corporate events.

Off-exchange transactions

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.

Bonds Financing Arrangement

If client requests us for Bonds Financing Arrangement, we may deposit any of the Client's bonds with an authorized institution (as defined by the Banking Ordinance) or licensed corporation (as defined by the Securities and Futures Ordinance) as collateral for loans or advances made to us; when different kinds of default such as finance risk from these authorized institution or licensed corporations, the Client's bonds may not exercise or/and sell at anytime; from these authorized institution or licensed corporation recourse may spend long time.

Conflict between English and Chinese Versions

This document is prepared in both English and Chinese versions. In the event of any conflict between any provision of the English version of this document and its corresponding Chinese version, the English version shall prevail.

CONFIRMATION BY THECLIENT

I/We hereby confirm that (a) this General Disclosure, Disclaimer and Risk Disclosure Statement for Trading OTC Financial Products Including Fixed Income Securities, Derivative / Structured Products and Investment Funds ("This Document") has been provided to me/us in a language of my/our choice (English); (b) I/we have been invited to read This Document, to ask questions and take independent advice if I/we wish and (c) I/we have carefully read This Document and fully understand all matters contained herein.

I/We hereby acknowledges that a pro forma term sheet with respect to the financial products has been provided to him and that I/we have read it and been given an opportunity to ask questions on it. I/we declare that I/we understand the content of the pro forma term sheet.

I/We hereby further acknowledge that when entering into any Transaction, I/we have made my/our own assessment of the Transaction and my own objectives, knowledge, experience, financing risk capacity and ability to monitor the Transaction, based on such independent financial, tax, legal or other advice as I/we considers appropriate.

I/we further acknowledge that I/we:

- a. understands, is familiar with and is fully aware of the risks related to the Transaction;
- b. am/are willing to take all such risks; and
- c. am/are capable of bearing a full loss of the amounts invested as a result of or in connection with any Transaction entered into with Guoyuan or otherwise and any additional substantial losses over and above the initial amounts invested.

I/we accordingly agree that I/we am/are and shall at all times be fully responsible for any Transaction it chooses to enterinto.

I/we also confirm that I/we am/are aware of and fully understands all applicable laws, regulations and directives to which I/we am/are subject to and that I/we am/are entitled and/or authorized under or by such law, regulations and/or directives to enter into the subject Transaction I/we choose to enter into.

Authorized Signature	Print Name (in BLOCK Letters)
(Corporate Applicant, with Company Chop)	
Title (Corporate Applicant)	Date

Signed by: