



國泰海通
GUOTAI HAITONG

海通國際
HAITONG

Account Name: _____

Account Number: _____

APPLICATION FORM FOR PROFESSIONAL INVESTORS UNDER SECURITIES AND FUTURES (PROFESSIONAL INVESTOR) RULES (CAP 571D OF THE LAWS OF HONG KONG)

Important Note: Confirmation exercise on information contained below shall be conducted after 12 months from the issue date of the relevant asset proof to ensure that the client being treated as a professional investor under the Securities and Futures (Professional Investor) Rules (Cap 571D of the Laws of Hong Kong) continues to fulfill the relevant requirements.

Types of professional investor:

- I am an individual, either alone or with any of my associates on a joint account, having a portfolio* of not less than HK\$8 million or its equivalent in any foreign currency within 12 months.
- We are a corporation or partnership having:
- (i) A portfolio* of not less than HK\$8 million or its equivalent in any foreign currency within 12 months; or
- (ii) Total assets of not less than HK\$40 million or its equivalent in any foreign currency within 12 months.
- We are a trust corporation having been entrusted under the trust or trusts of which we act as a trustee with total assets of not less than HK\$40 million or its equivalent in any foreign currency within 12 months.

* Portfolio as defined in the Securities and Futures (Professional Investor) Rules (CAP 571D of the Laws of Hong Kong)

Asset proof:

Certificate issued by auditor/professional accountant: Yes No Or

Statement issued by custodian (i.e. bank/licensed corporation): Yes No

Client Declaration

1. I/we agree to be treated as a professional investor as defined under the Securities and Futures (Professional Investor) Rules (Cap 571D of the Laws of Hong Kong) (hereinafter the "Professional Investor").
2. I/we have been provided with a written explanation of the risks and consequences of being treated as Professional Investor and of my/our right to withdraw from being treated as such as documented in Appendix A ("Written Explanation")
3. I/we confirm that I/we have read and fully understand the contents of the Written Explanation and accept the consequences of being treated as a Professional Investor. Moreover, I/we have been advised of my/our right to withdraw from being treated as such, whether in respect of all products or markets, or any part thereof.
4. I/we further confirm that I/we will provide/have provided the relevant subsidiaries of Haitong International Securities Group Limited ("HTISG") with all relevant supporting documents issued within the designated period to prove that I/we fulfill the requirements to be treated as a Professional Investor.
5. I/we agree that unless and until the relevant subsidiaries HTISG receive(s) my/our written notification concerning my/our objection to and withdrawal from being treated as a Professional Investor, the relevant subsidiaries of HTISG are entitled to treat me/us as such persons with the attendant risks and consequences.
6. I/we hereby affirm that the information provided in this application form is accurate and true as of the moment of provision. I/we undertake to inform the relevant subsidiaries of HTISG of any changes in the information provided above.

Client signature: _____ Date: _____

For Internal Use

Proposed by: _____

Signature: _____

Confirmed by C.S. Dept.: _____

Approved by Management: _____

Date: _____



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Appendix A

Risks and consequences of being treated as a Professional Investor

Where you constitute a “professional investor”, we will not be required to comply with the following business conduct rules in the Code (“**Exempt Provisions**”) in the provision of any services to you pursuant to any client agreement to be entered between you and us:

- *Information for clients*

We will not be required to:

- inform you about ourselves or the identity or status of our employees or others acting on our behalf; or
- confirm to you promptly the essential features of a transaction after effecting a transaction for you; or
- provide you with any documentation on the Nasdaq-Amex Pilot Program.

You may be exposed to substantial risks in being treated as a “professional investor” as described above, including where applicable, the following risks:

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

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

Right to withdraw from being treated as Professional Investor

You have the right, at any time, to object to being treated as a “professional investor” as described above, or object to being treated as a “professional investor” in respect of any specific Exempt Provisions and/or in respect of any specific product or market, and request to withdraw from being so treated by giving us written notice of not less than 14 days. Such withdrawal shall take effect upon the expiry of the notice period.

Unless and until we receive from you written notification of your objection and withdrawal, we will be entitled to treat you as a “professional investor” as described above with its attendant risks and consequences. Any request by you to withdraw from being treated as a “professional investor” shall be without prejudice to and shall not affect the provision of any Services rendered to you on the basis that you are a “professional investor” prior to such withdrawal taking effect.

We also have the right, at any time, to stop treating you as a “professional investor” on written notice of not less than 14 days to you. Upon expiry of such period, we will be under no obligation to provide you with any Services unless you execute such agreements, acknowledgements and/or other documents as we may require.