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3 Garden Road  
Central, Hong Kong

Tel 852 2868 8688



Private Bank

# Application For Banking, Custodian, Investment And Credit Services - Corporation/Partnership/Entity

To: Citibank, N.A.,  
Hong Kong Branch\*

\* Citibank, N.A. ("Citibank") is a national bank organised under the United States ("U.S.") National Bank Act. Its members have limited liability. Citibank, N.A., Hong Kong Branch (C.E. Number: AAP937) is a registered institution under the Securities and Futures Ordinance for Type 1, Type 4, Type 6 and Type 9 regulated activities.

We, the undersigned, by a Resolution passed by the Board of Directors (or equivalent body) (as set out below) hereby request and authorise you to open an account or accounts through which you may provide private banking and other services (the "Services" to us, subject to the terms and conditions of this Application For Banking, Custodian, Investment And Credit Services - Corporation/Partnership/Entity ("Application") and the Terms and Conditions For Banking, Custodian, Investment And Credit Services of Citibank, N.A. prevailing as at the date of this Application as set out at privatebank.citibank.com/forms/account-application.html (and as the same may be amended, modified, revised and/or supplemented from time to time (the "Terms")). The term "Account" refers to all and any of our accounts with Citibank which we presently or may from time to time have opened for any or all of the Services. Capitalised terms which are not defined in this Application have the same meaning as those terms in the Terms.

## CLIENT PROFILE

**Account**  Corporation  Society, club or association

**Ownership**  Partnership  Others (please specify) \_\_\_\_\_

Account Holder (in English) : \_\_\_\_\_

(in Chinese) : \_\_\_\_\_

Country and Date of Incorporation/Registration : \_\_\_\_\_

Country of Principal Place of Business (if different from above) : \_\_\_\_\_

Business Registration No./ Certificate of Incorporation No. : \_\_\_\_\_

Registered Office / Address : \_\_\_\_\_

Note: Please do not indicate any Post Office Box here

City: \_\_\_\_\_ Country: \_\_\_\_\_

Business Address (if appropriate) : \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address (if different from above) : \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

Legal Entity Identifier (if applicable) : \_\_\_\_\_

**Partnership Account Only**

Name of Partner : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

Name of Partner : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

Name of Partner : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

Name of Partner : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

**MAKING CITI PRIVATE BANK PRODUCTS AND SERVICES AVAILABLE TO CLIENTS AND USE OF PERSONAL DATA IN DIRECT MARKETING**

We understand that:

- (1) Citi Private Bank provides clients access to a broad array of products and services available through Citibank, N.A. and other bank and non-bank affiliates and subsidiaries of Citigroup (“CPB”);
- (2) most clients and prospective clients of CPB wish to diversify their investment portfolios across different currencies, asset classes and markets around the world, in order to minimize risk while taking advantage of growth opportunities arising globally;
- (3) they also wish to consider the use of estate planning and similar global wealth structuring arrangements as part of their strategies to manage their wealth;
- (4) they look to CPB to help, by providing global market information, details of specific investment opportunities and other wealth management products and services (whether banking, financial, credit or trust products and services, introductions to Citibank affiliates or third parties, insurance or credit cards) which may be of interest or provide added value to them;
- (5) many of these investment opportunities and wealth management products and services are not available to the general public in the markets where CPB’s clients and prospective clients are resident;
- (6) as a result, they are unlikely to learn of their existence unless they request CPB to assist by informing them of such opportunities, products and services when they arise; and
- (7) CPB can only effectively provide clients and prospective clients with information and research about global market developments, investment ideas, wealth structuring opportunities and other products and services that may interest them if they have confirmed to CPB that they wish to receive such information and research.

We therefore confirm our wish to receive, and request CPB to provide us with global market information and research and information on specific investment ideas and opportunities, wealth management/structuring strategies, products and services (including without limitation banking, financial, investment, credit and trust products and services, introductions to Citibank affiliates or third parties, insurance and credit cards) that you consider may be of interest or provide added value to us. We further confirm that we are interested in the following category of products: equities, fixed income and debt, credit and trust products and services, alternative investments, managed accounts, derivatives, structured products, funds, collective investment schemes, foreign exchange products, commodities, placements and investments of other nature. We specifically request you to provide us, from time to time, with information on the aforesaid types of specific investment, credit and trust products where you consider that they may be of interest to us. In this regard, we also confirm and request that you, from time to time, introduce us to other members of the Citigroup

Companies (as such term is defined under the "Agreement" section of this Application and/or third parties, so that we may evaluate investment opportunities and wealth management/structuring strategies, products and services which may be of interest to us.

Further to our confirmation and request above, we understand that representatives of CPB such as a Banker, Portfolio Counsellor or other product specialist will be available to review the current market and investment climate with us, discuss such products and services, answer our questions regarding any information or materials we may receive or have received. We understand that we are also free to review any investment and wealth planning proposal with our own advisors.

We understand that all materials and information which CPB will provide or make available to us will be prepared and provided at our request solely for our private information and for discussion purposes only and will not, under any circumstance, constitute an offer to sell, or the solicitation of an offer to buy, any of the financial products, securities and/or services.

Where CPB accedes to our above request by providing or making available to us materials and information on various opportunities, products and services, we agree that CPB may contact us through various means (including telephone calls, text messages, faxes, emails or other electronic means). We further understand and agree that CPB may also use our personal data, and provide such data to other members of the Citigroup Companies, for marketing and client servicing purposes. There may be revenue/benefit sharing arrangements between various Citigroup Companies.

**The below represents our present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by us to CPB prior to this application.**

Where applicable<sup>1</sup>, we understand that the below choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Circular Relating to the Personal Data (Privacy) Ordinance and the Usage of Customer Information ("PDPO Circular"). The PDPO Circular sets out the types of personal data which may be used in direct marketing and the classes of persons to which our personal data may be provided for them to use in direct marketing.

**IMPORTANT: FOR PERSONS\* RESIDENT IN INDONESIA ONLY, THE FOLLOWING APPLIES**

In the case of many investments and credit and trust products, we understand that CPB can only effectively provide us with information about specific investment, credit and trust products if we have confirmed to you that we wish to receive information on these product types.

By checking this box, we hereby confirm that CPB has conducted a general product discussion on various investment, credit and trust products with us, following which we have indicated an interest in the following category of products: equities, fixed income and debt, credit and trust products and services, alternative investments, managed accounts, derivatives, structured products, funds, collective investment schemes, foreign exchange products, commodities, placements and investments of other nature. We specifically request you to provide us, from time to time, with information on the aforesaid types of specific investment, credit and trust products where you consider that they may be of interest to us.

\* Persons include individuals, corporate bodies, partnerships, trustees or associations, whether as an account holder or an authorised signatory.

- By checking this box, we have indicated our choice to agree to:**
- (1) receive materials and information as described above;**
  - (2) be contacted by CPB in the manner and for the purposes set out above; and**
  - (3) the use and transfer of our personal data in direct marketing in the manner described above.**

<sup>1</sup> This applies where accounts are serviced by a representative based in Hong Kong or any other circumstances where the Personal Data (Privacy) Ordinance may be applicable from time to time.

## COMMUNICATIONS

You are authorised to accept our instructions in respect of any transaction by telephone, letter, facsimile and/or other forms of communication in accordance with the Terms. Such instructions include any changes to our Authorised Signatories and their contact details as may be notified to you in accordance with the Terms from time to time.

If you should wish to contact us in relation to our Account and/or any instruction which you may receive from or purportedly from us, we agree that you may contact the following individuals, being our Authorised Signatories as presently appointed in accordance with the Terms, using the contact details (including numbers and email addresses) provided below and any changes thereto as may be notified to you below and/or in accordance with the Terms from time to time.

In addition, by providing our Authorised Signatories' contact details below, we and each of our Authorised Signatories agree to receive communications (whether electronic or otherwise) from you on the terms herein.

We understand and acknowledge on behalf of ourselves and our Authorised Signatories that the use of electronic communications by public communications systems is inherently insecure. Unauthorised third parties may intercept these communications. They may be corrupted during transmission, which would affect their accuracy or timeliness. Communications may even get lost in transmission such that communication never occurs.

We will bear all risks, and you are not responsible or liable, for Losses arising from Instructions or communications provided by telephone, facsimile, telex, electronic mail, the Internet or other means of communication (whether electronic or otherwise), except and except only for loss or damage which results directly and solely from your fraud, wilful misconduct or gross negligence. We hereby agree and acknowledge that the communications sent to us by you or by us to you via the Internet, short message system or any other publicly available communication system, including information relating to, or any particulars of, our Account (including any deposits held with you, any funds under management by you, and safe custody arrangements made by us with you) could be accessed by third parties in the course of such communications. We further agree that actions taken in accordance with such communication will not constitute a violation of any applicable secrecy rules, and we expressly understand and agree that you may use, share, process and store our data and information in accordance with Clause 21 of the Terms. We also understand and agree to accept as our sole responsibility any change to the confidentiality of our banking or investment relationships with you arising from actions in accordance with such communication.

**We hereby agree that unless otherwise agreed with Citibank, you are not obliged to accept any instructions and carry out any orders or instructions received through electronic mail, short message system or any other means of electronic communication, and that in any event your acceptance of any orders or instructions shall be subject to such terms and conditions, and the use of such prescribed security procedures, as you may impose from time to time.**

### Contact Details of Authorised Signatory(ies)

Please indicate country code and area code (if applicable)

(1) Name: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Tel No. (1) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (2) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (3) \_\_\_\_\_ / \_\_\_\_\_

Mobile No. \_\_\_\_\_ / \_\_\_\_\_ Fax No. \_\_\_\_\_ / \_\_\_\_\_

### Enrollment of Authorised Person to Electronic Client Applications

By ticking this box, we enroll the above-named individual to the various web- and mobile- based client applications offered by Citibank from time to time ("Electronic Client Applications") and agree that Citibank may use the email address and contact numbers provided above in this Application or from time to time for such individual's enrollment, access to and use of the Electronic Client Applications and the delivery of any One Time Password and/or software token. We further agree and confirm that we have read the Electronic Client Application Enrollment section set out in the AGREEMENT section of this Application prior to checking this box.

(2) Name: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Tel No. (1) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (2) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (3) \_\_\_\_\_ / \_\_\_\_\_

Mobile No. \_\_\_\_\_ / \_\_\_\_\_ Fax No. \_\_\_\_\_ / \_\_\_\_\_

### Enrollment of Authorised Person to Electronic Client Applications

By ticking this box, we enroll the above-named individual to the various web- and mobile- based client applications offered by Citibank from time to time ("Electronic Client Applications") and agree that Citibank may use the email address and contact numbers provided above in this Application or from time to time for such individual's enrollment, access to and use of the Electronic Client Applications and the delivery of any One Time Password and/or software token. We further agree and confirm that we have read the Electronic Client Application Enrollment section set out in the AGREEMENT section of this Application prior to checking this box.

(3) Name: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Tel No. (1) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (2) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (3) \_\_\_\_\_ / \_\_\_\_\_

Mobile No. \_\_\_\_\_ / \_\_\_\_\_ Fax No. \_\_\_\_\_ / \_\_\_\_\_

**Enrollment of Authorised Person to Electronic Client Applications**

By ticking this box, we enroll the above-named individual to the various web- and mobile- based client applications offered by Citibank from time to time ("Electronic Client Applications") and agree that Citibank may use the email address and contact numbers provided above in this Application or from time to time for such individual's enrollment, access to and use of the Electronic Client Applications and the delivery of any One Time Password and/or software token. We further agree and confirm that we have read the Electronic Client Application Enrollment section set out in the AGREEMENT section of this Application prior to checking this box.

(4) Name: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Tel No. (1) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (2) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (3) \_\_\_\_\_ / \_\_\_\_\_

Mobile No. \_\_\_\_\_ / \_\_\_\_\_ Fax No. \_\_\_\_\_ / \_\_\_\_\_

**Enrollment of Authorised Person to Electronic Client Applications**

By ticking this box, we enroll the above-named individual to the various web- and mobile- based client applications offered by Citibank from time to time ("Electronic Client Applications") and agree that Citibank may use the email address and contact numbers provided above in this Application or from time to time for such individual's enrollment, access to and use of the Electronic Client Applications and the delivery of any One Time Password and/or software token. We further agree and confirm that we have read the Electronic Client Application Enrollment section set out in the AGREEMENT section of this Application prior to checking this box.

(5) Name: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Tel No. (1) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (2) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (3) \_\_\_\_\_ / \_\_\_\_\_

Mobile No. \_\_\_\_\_ / \_\_\_\_\_ Fax No. \_\_\_\_\_ / \_\_\_\_\_

**Enrollment of Authorised Person to Electronic Client Applications**

By ticking this box, we enroll the above-named individual to the various web- and mobile- based client applications offered by Citibank from time to time ("Electronic Client Applications") and agree that Citibank may use the email address and contact numbers provided above in this Application or from time to time for such individual's enrollment, access to and use of the Electronic Client Applications and the delivery of any One Time Password and/or software token. We further agree and confirm that we have read the Electronic Client Application Enrollment section set out in the AGREEMENT section of this Application prior to checking this box.

(6) Name: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Tel No. (1) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (2) \_\_\_\_\_ / \_\_\_\_\_ Tel No. (3) \_\_\_\_\_ / \_\_\_\_\_

Mobile No. \_\_\_\_\_ / \_\_\_\_\_ Fax No. \_\_\_\_\_ / \_\_\_\_\_

**Enrollment of Authorised Person to Electronic Client Applications**

By ticking this box, we enroll the above-named individual to the various web- and mobile- based client applications offered by Citibank from time to time ("Electronic Client Applications") and agree that Citibank may use the email address and contact numbers provided above in this Application or from time to time for such individual's enrollment, access to and use of the Electronic Client Applications and the delivery of any One Time Password and/or software token. We further agree and confirm that we have read the Electronic Client Application Enrollment section set out in the AGREEMENT section of this Application prior to checking this box.

## PAPERLESS ELECTRONIC DELIVERY SERVICE

By checking this box and signing this Application, we are requesting to receive Documents **in electronic form only** for this Account via the Electronic Client Application and consent to receiving the Documents electronically pursuant to the terms set out in Clauses 6A and 6B of the Terms. We understand and acknowledge that only upon first successful login to the Electronic Client Application by a user of the Electronic Client Application, all Documents in paper form, including monthly statements of account, will cease to be generated on the next relevant statement date and we agree to accept and view in a timely manner the electronic form of all Documents. We further acknowledge and agree that the Authorised Person(s) in the Client Profile section who has/have elected to consent for enrollment to the Electronic Client Application is/are authorised to receive all Documents on our behalf.

“Documents” is defined to mean:

- (A) (i) periodic account statements, (ii) relationship reports and other periodic or on demand reports, (iii) account notifications and communications, (iv) trade confirmations, (v) prospectuses, (vi) syndicate materials (e.g. preliminary communications, information, notices and offering materials for syndicated initial public offerings or other securities offerings), (vii) structured note or investment offerings (e.g. preliminary pricing supplements or term sheets, base prospectuses, prospectus supplements, and preliminary and final pricing supplements), (viii) proxy materials and other shareholder materials (e.g. proxy statements, proxy cards, requests for voting instructions, consent or authorisation forms and similar items and other shareholder communications such as quarterly, semi-annual and annual reports, certain prospectuses, newsletters and similar items) and (ix) any additional materials that the client may elect to receive electronically directly from the Citigroup Inc. affiliate maintaining the client’s account(s) and/or providing the client with the services available through Citi Private Bank, or indirectly from Citibank through Citibank’s service providers, including those materials covered by laws which require delivery to be “in writing;” and
- (B) notices regarding this Application, the client’s use of the Electronic Client Application, the client’s enrollment in the paperless electronic delivery service, and the client’s relationship with Citibank.

\* Note:

Not all Documents may be delivered through the Electronic Client Application (e.g. Citi Private Bank In View) and some might be sent to your physical mailing address.

## IMPORTANT NOTE TO AUSTRALIAN RESIDENT CLIENTS

Citibank, N.A. is incorporated in the United States of America and its principal regulators are the US Office of the Comptroller of Currency and Federal Reserve under US laws, which differ from Australian laws. Citibank, N.A. does not hold an Australian Financial Services License under the Corporations Act 2001 as it enjoys the benefit of an exemption under ASIC Class Order CO 03/1101 (remade as ASIC Corporations (Repeal and Transitional) Instrument 2016/396 and extended by ASIC Corporations (Amendment) Instrument 2021/510).

We acknowledge, represent and warrant that so long as we are residents in Australia, we shall remain at all relevant times a “wholesale client” (within the meaning of the Corporations Act 2001 (Cth)) in respect of your provision of financial services to us.

## IMPORTANT NOTE TO PERSONS<sup>2</sup> WHO ARE (i) TAIWAN RESIDENTS, OR (ii) PASSPORT HOLDERS OF THE PEOPLE’S REPUBLIC OF CHINA (“PRC”) RESIDING IN THE PRC

### Completion and Signing of Account Opening Documents

For Taiwan residents<sup>3</sup> :

By checking the “Yes” box below, we represent, acknowledge and declare that this Application and other ancillary documents related to the opening of our Account with Citibank were completed and executed while we were physically outside Taiwan.

Yes  No

For PRC passport holders residing in the PRC<sup>4</sup> :

By checking the “Yes” box below, we represent, acknowledge and declare that this Application and other ancillary documents related to the opening of our Account with Citibank were completed and executed while we were physically outside the PRC.

Yes  No

<sup>2</sup> Persons include individuals, corporate bodies, partnerships, trustees or associations, whether as an accountholder or an authorised signatory.

<sup>3</sup> This Section must be completed where (i) the accountholder, or (ii) the authorised signatory(ies) signing the Application on behalf of the accountholder, is a Taiwan resident.

<sup>4</sup> This Section must be completed where (i) the accountholder is established in the PRC, or (ii) the authorised signatory(ies) signing the Application on behalf of the accountholder is a PRC passport holder residing in the PRC.

## ACCOUNTS AND SERVICES

### CREDIT PRODUCTS

We agree that Section VI of the Terms (relating to Credit Services of Citibank) will apply to us as soon as we utilise any Credit Services of Citibank provided or which Citibank may provide to us from time to time.

Our utilisation of any Credit Services provided by Citibank shall confer on Citibank the right to disclose information and/or documents to any person who has or may give a guarantee or third party security to you in connection with the Credit Services of Citibank provided to us from time to time and we further agree that Citibank may disclose information and/or documents to any other person which Citibank may deem relevant in connection with the Credit Services of Citibank provided to us from time to time, including without limitation, any securities registrar, and we consent to all such disclosure by Citibank.

Without prejudice to the generality of Clause 21 of the Terms, we confirm that any disclosure by Citibank to a guarantor / third party security provider shall include, but not be limited to, the disclosure by Citibank to any such guarantor / third party security provider of:

1. details of or documents including or evidencing any obligations that may from time to time be guaranteed or secured by such guarantor / third party security provider;
2. a copy of any formal document for overdue payment which Citibank may from time to time make on us in connection with such obligations; and
3. upon request by the guarantor / third party security provider, a copy of the latest statement of account from time to time provided by Citibank to us.

### USE OF PERSONAL DATA BY CITIBANK, N.A., HONG KONG BRANCH

We have received, read and accepted the Circular relating to the Personal Data (Privacy) Ordinance and Usage of Customer Information (the "Circular"). We further understand and acknowledge that our operation of our Account(s) and/or utilisation of the Services will be governed by the Circular (as the same may be amended, modified, revised and/or supplemented from time to time).

We agree that you are authorised to process the information/data relating to us, all relevant persons, (including our beneficial owners, persons under the trust, partners, committee members, directors, officers and Authorised Signatories, where applicable) ("Relevant Persons") and the Account outside Hong Kong, and our consent to the transfer of our name, contact details and other personal data to jurisdiction(s) outside Hong Kong as required by Section 33 of the Personal Data (Privacy) Ordinance or otherwise, is hereby expressly given. We understand and acknowledge that there may not be in place in such jurisdictions data protection laws which are substantially similar to, or serve the same purposes as, the Personal Data (Privacy) Ordinance. That means our personal data may not be protected to the same or similar level as in Hong Kong. We further represent and warrant that we have obtained the agreement, consent and acknowledgement of all Relevant Persons to the above.

### DEPOSIT PROTECTION SCHEME

The following types of deposit maintained with Citibank N.A., Hong Kong Branch are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong:

- (a) Call Deposits
- (b) Current Accounts/ Checking Accounts
- (c) Time Deposits with a term of 5 years or less

A time deposit with a term over 5 years, a bearer instrument, a certificate of deposit, a structured deposit (as defined under section 2A in Schedule 1 to the Deposit Protection Scheme Ordinance) and a deposit booked at any other branches or offices of Citibank outside Hong Kong are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.

A deposit booked in an account with Citibank N.A., Hong Kong Branch is not eligible for deposit insurance under the Deposit Insurance and Policy Owners' Protection Schemes Act 2011 of Singapore, notwithstanding that the Account may be serviced by representatives of Citibank N.A., Singapore Branch.

We acknowledge and understand that:

- (i) a time deposit with a term over 5 years;
- (ii) a bearer instrument;
- (iii) a certificate of deposit;
- (iv) a structured deposit (as defined under section 2A in Schedule 1 to the Deposit Protection Scheme Ordinance); and
- (v) a deposit booked at any other branches or offices of Citibank outside Hong Kong

are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.

## PROFESSIONAL INVESTOR STATUS

We acknowledge and agree that:

- (i) we shall be deemed to be a "Professional Investor" by Citibank if we fall within one of the categories of persons described in paragraph (j) of the definition of "Professional Investor" in Part 1 of Schedule 1 to the Securities and Futures Ordinance (Cap 571) of the Laws of Hong Kong as follows:
  - (a) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HKD40 million at the relevant date or as ascertained in accordance with paragraph (e).
  - (b) an individual having a portfolio of not less than HKD8 million at the relevant date or as ascertained in accordance with paragraph (e), when any one or more of the following are taken into account—
    - (i) a portfolio on the individual's own account;
    - (ii) a portfolio on a joint account with the individual's associate;
    - (iii) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
    - (iv) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purpose of paragraph (b)(iii), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is (A) the individual's share of the portfolio as specified in a written agreement among the account holders or (B) in the absence of such an agreement in (A), an equal share of the portfolio.

- (c) A corporation which is—
  - (i) a corporation having—
    - (A) a portfolio of not less than HKD8 million; or
    - (B) total assets of not less than HKD40 million, at the relevant date or as ascertained in accordance with paragraph (e);
  - (ii) a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons—
    - (A) a trust corporation specified in paragraph (a);
    - (B) an individual specified in paragraph (b);
    - (C) a corporation specified in this paragraph (c)(ii) or paragraph (c)(i);
    - (D) a partnership specified in paragraph (d);
    - (E) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the Securities Futures Ordinance (Cap 571) of the Laws of Hong Kong; or
  - (iii) a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph (c)(i).
- (d) A partnership having—
  - (i) a portfolio of not less than HKD8 million; or
  - (ii) total assets of not less than HKD40 million, at the relevant date or as ascertained in accordance with paragraph (e).
- (e) For the purposes of paragraphs (a), (b), (c) or (d), the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following—
  - (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
  - (ii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date—
    - (A) a statement of account or a certificate issued by a custodian;
    - (B) a certificate issued by an auditor or a certified public accountant;
    - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), individual, corporation or partnership.
- (ii) if we are or at any time become a "Professional Investor" as determined by Citibank from time to time, we agree that Citibank need not comply with the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules in issuing to us contract notes, statements of accounts and receipts. Nevertheless, we may from time to time agree with Citibank any other alternative arrangement.



## DECLARATION OF SOLVENCY STATUS

We, to induce Citibank to enter into the Terms and to avail for our utilisation of the Services (including without limitation, the Credit Services) or any of them (at its sole discretion) hereafter and from time to time, in accordance with the Terms, hereby represent and warrant and solemnly and sincerely declare the following to Citibank, conscientiously believing the same to be true, for Citibank's benefit and reliance, as follows:

1. we are a company/partnership/entity duly incorporated/established/constituted and validly existing under the laws of the place of our incorporation/establishment/constitution provided in our certificate of incorporation (in the case of a company/corporation) or any other relevant certificate/document (if any), and we have the power to own our assets and carry on our business as it is now being conducted, and will remain in existence at all times; and
2. all actions, conditions and things required to be taken, fulfilled/complied with and done by us, including without limitation, the obtaining of all authorisations, filings, registration of documents or claims for us to lawfully enter into and perform our obligations under the Terms, the Surety Documents, and the Security Documents to which we are a party, without contravening any laws or any other obligations binding on us or our assets and to ensure they are legally binding and enforceable, have all been taken, fulfilled and done; and
3. we are Solvent and the execution, delivery and performance of our obligations under the Terms, the Surety Documents and the Security Documents to which we are a party, or the transactions contemplated thereunder hereafter and from time to time, will not render us Insolvent; and
4. no Default has occurred.

For the purposes hereof:

'Solvent' means, in relation to us, we are solvent, as defined under the relevant law, including without limitation, our ability to pay our debts as they become due, and we now own property having a value both at fair valuation and a present fair saleable value greater than the amount required to pay our debts as they mature, and we will thereby not be rendered insolvent, or be left with insufficient capital, or be unable to pay our debts as they mature, by the execution, delivery and performance of the Term, any Surety Document or any Security Document to which we are a party, and/or by us entering into the transactions contemplated thereunder hereafter and from time to time; and

'Insolvent' means, in relation to us, we are not Solvent; and

'Surety Document' means any guarantee, charge, pledge, lien or otherwise creating any other security interest made or given by us in favour of Citibank hereafter and from time to time, to secure or guarantee any obligation or liability of any third party by us, in each case, in form and substance in all respects satisfactory to Citibank, and includes each as from time to time amended, modified, supplemented or replaced and any other document which amends, modifies, supplements or replaces the same, and 'Surety Documents' means two or more such documents.

Each of the declarations and representations above and those given and/or made in the Application and the Terms will be deemed to be repeated continuously so long as our Account is maintained with Citibank, by reference to the facts and circumstances then existing, and in addition and without prejudice or derogation to the provisions of the Terms, we agree and irrevocably undertake to indemnify Citibank and keep Citibank indemnified from and against any and all liabilities, losses, damages and claims, which Citibank may suffer, sustain and/or incur whether directly or indirectly, as a result or in consequence as to its reliance of the above and any other declaration, representation and/or warranty given to Citibank by us herein and under the Application and the Terms.

The person(s) making the declarations, representations and warranties above and in the Application and the Terms further certifies that such person(s) has/have the capacity and has/have been so authorised and directed by the undersigned company/partnership/entity (including without limitation, its board of directors, committee or relevant persons) to do so.

## DECLARATION OF ACCREDITED INVESTOR STATUS

We declare, warrant and represent in Citibank's favour that:

- (a) in the case of a corporation: we are either:
- (i) a corporation with net assets exceeding SGD10 million in value (or its equivalent in a foreign currency), or such other amount as the Monetary Authority of Singapore ("MAS") may prescribe, in place of the first amount, as determined by:
    - (A) the most recent audited balance-sheet of the corporation; or
    - (B) where the corporation is not required to prepare audited accounts regularly, a balance-sheet of the corporation certified by the corporation as giving a true and fair view of the state of affairs of the corporation as of the date of the balance-sheet, which is a date within the preceding 12 months; or
  - (ii) a corporation of which the entire share capital is owned by one or more persons, each of whom is a person falling within paragraphs (a)(i), (b), (c) or (d) hereof or an individual whose (A) net personal assets exceed in value SGD2 million<sup>5</sup> (or its equivalent in a foreign currency) (B) financial assets (net of any related liabilities) exceed in value SGD\$1 million (or its equivalent in a foreign currency) or such other amount as the MAS may prescribe in place of the first amount, where "financial asset" means: (BA) a deposit as defined in section 4B of the Banking Act, Chapter 19 of Singapore; (BB) an investment product as defined in section 2(1) of the Financial Advisers Act, Chapter 110 of Singapore (the "FAA"); or (BC) any other asset as may be prescribed by regulations made under section 341 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"); or (C) income in the preceding 12 months is not less than SGD300,000 (or its equivalent in a foreign currency) (each, an "accredited investor");
- (b) in the case of a trustee: we are either:
- (i) the trustee of a trust of which all the beneficiaries are accredited investors within the meaning of paragraph (a), (c) or (d) of this Section;
  - (ii) the trustee of a trust all the settlors of which:
    - (A) are accredited investors within the meaning of paragraphs (a), (c) or (d) of this Section;
    - (B) have reserved to themselves all powers of investment and asset management functions under the trust; and
    - (C) have reserved to themselves the power to revoke the trust;
  - (iii) the trustee of a trust the subject matter of which exceeds SGD\$10 million (or its equivalent in a foreign currency) in value.;
- (c) in the case of an entity other than a corporation: we have net assets exceeding SGD10 million in value (or its equivalent in a foreign currency);
- (d) in the case of a partnership, other than a limited liability partnership within the meaning of the Limited Liability Partnerships Act, Chapter 163A: each of the partners is an "accredited investor" (as defined above); or

and that we shall qualify and/or be deemed as an "accredited investor", as defined in Section 4A of the SFA, for so long as we have opened any Account with you.

We agree and undertake to promptly inform you if we cease at anytime to qualify and/or be deemed as an "accredited investor".

We understand and agree that the above declaration is being made for purposes of (a) exempting Citibank from certain on-going compliance obligations under the SFA, the FAA and each of the respective regulations, notices, guidelines, practice notes and circulars promulgated thereunder in respect of any regulated activity or financial advisory service that Citibank may provide to us; and (b) the invocation of exemptions from prospectus registration requirements for offers of securities, securities-based derivative contracts and units in a collective investment scheme (each as defined in the SFA) to persons in Singapore in respect of which a prospectus has not been lodged with the Monetary Authority of Singapore (collectively, "Relevant Securities"), pursuant to Section 275 or Section 305 of the SFA.

We declare that we understand and agree that Citibank may also offer Relevant Securities to us only on terms that the Relevant Securities may only be acquired at a consideration of not less than the Prescribed Amount for each transaction. For the purpose of this declaration, "Prescribed Amount" means SGD200,000 (or the equivalent in a foreign currency) or such other amount as will enable Citibank to offer the Relevant Securities to us pursuant to Section 275(1A) or Section 305(2) of the SFA.

We agree and confirm that all our particulars in this Application, and the declaration made above, are true and correct, and will be repeated for as long as we have an Account opened with Citibank and/or at the time of every offer, purchase or subscription of Relevant Securities, and that you shall be duly entitled to rely on the accuracy of such information without any further investigations

<sup>5</sup> In determining the value of an individual's net personal assets, the value of the individual's primary residence:

- (a) is to be calculated by deducting any outstanding amounts in respect of any credit facility that is secured by the residence from the estimated fair market value of the residence; and
- (b) is taken to be the lower of the following:
  - (i) the value calculated under paragraph (a);
  - (ii) SGD\$1 million.

on your part. However, you reserve the right to request for and we agree to provide you independent documentary proof to allow you to ascertain our eligibility as an “accredited investor”.

**FOR SINGAPORE RESIDENT CLIENTS WHO WISH TO OPEN AN ACCOUNT WITH CITIBANK, N.A., HONG KONG BRANCH ONLY:**

We confirm that this application for an Account to be opened with and Services to be provided by Citibank, N.A., Hong Kong Branch has not been solicited by any person and that this application has been provided to us at our request.

## MANDATE

To: Citibank, N.A., Hong Kong branch

ACCOUNT NAME: \_\_\_\_\_  
(the "Organisation")

## RESOLUTION

We certify that the following is a true extract from the minutes of the meeting of our directors/ our partners/ our committee members/ our owners/ the trustees held on \_\_\_\_\_ (date) and that the resolution set out below was duly passed (including but not limited to having the necessary number and attendance of directors/partners/committee members/ owners/trustees at such meeting), has been recorded in the minutes book of the Organisation and is in accordance with the constitutive documents of the Organisation:

Resolved:

1. That an account or accounts in respect of any or all services offered by Citibank, N.A. (the "Account") be opened with Citibank, N.A., Hong Kong Branch (hereinafter referred to as the "Bank" or "you"), in accordance with the bylaws, rules and regulations of the association of banks and Hong Kong Monetary Authority, the Bank's Application For Banking, Custodian, Investment And Credit Services and the Terms And Conditions For Banking, Custodian, Investment And Credit Services as amended and supplemented from time to time by the Bank (the "Terms").
2. That this Application and the Terms were considered and that they be accepted as part of our agreement with you for our Account or any matters stated therein.
3. That you be instructed to honour all checks, bills accepted, promissory notes or other orders which may be drawn or made or receipts for monies owing by you to us which may be signed on our behalf and to debit the same to any Account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit and honour all our written instructions as described below, provided such checks, bills, notes, orders or receipts or instructions are signed (or sealed and delivered if so required by you) by such number of signatories as from time to time authorised pursuant to this mandate (collectively the "Authorised Signatories" and individually the "Authorised Signatory"). For such purpose, such number of Authorised Signatories is hereby authorised to approve and affix our common seal to any document which he or they may deem fit in connection with such written instructions. Until you have received written instruction from us and sufficient time shall have elapsed to permit you in due course and by such means as you may consider appropriate, to record the same, you are entitled to honour and treat as valid the instructions given by us pursuant to this mandate and the Terms and shall not be responsible for any loss arising out of their execution.
4. That our instructions as referred to in the above Clause 3 and in Section I of the Terms (the "Instructions") cover or include, without limitation, the following:
  - (a) the operation and closing of any Account and any changes in operation;
  - (b) the opening of any additional Account from time to time, subject to the same signing instruction and terms and conditions provided herein;
  - (c) any foreign exchange and interest rate transactions;
  - (d) the withdrawal of and dealing with any of our properties or securities whether held as security or for safe custody;
  - (e) any gold or other precious metal, commodity, index-linked, financial futures, structured product, derivative and other investment transactions including spot, forward, margin, option, swap, or netting arrangements relating thereto;
  - (f) the giving of any guarantees, indemnities or counter-indemnities to you and to enter into and/or execute such guarantees or indemnities in your favour in respect thereof;
  - (g) the issue of indemnities, guarantees, bonds, performance bonds, letters of credit, standby letters of credit or other forms of undertaking by you or your correspondent at home or abroad;
  - (h) the discounting of any bills endorsed on our behalf;
  - (i) the sale or purchase of any securities;
  - (j) the arrangement and acceptance of credits, loans, advances, overdrafts or other banking or credit facilities from you to us or any other person;
  - (k) the mortgage, charge, pledge, assignment, hypothecation or creation of any lien or other security interest of or over any Account, all or any of our assets including goodwill and uncalled capital in your favour securing any of our and/or any third party's liabilities to you and to enter into and/or execute any charge or security document in relation thereto in your favour;
  - (l) the giving of any representation and warranty in relation to all matters on our behalf;
  - (m) the arrangement for the provision of any of your present or future products, services or banking facilities of whatever nature to us or other person;

- (n) any changes in our directors, secretary and other officers and their particulars;
  - (o) the authorisation to any person or persons to give instructions either in the same manner as may be given by the current Authorised Signatory or Signatories or in any other manner;
  - (p) any changes in the number and composition of the Authorised Signatory or Signatories and the manner of giving instructions in respect of any Account;
  - (q) any authorisation to or agreement with you in respect of any of the above matters and other matters stated in the Terms and the execution of or affixation of our common seal to any documents for us in such manner as the Authorised Signatory or Signatories deem fit.
5. That the instructions may be performed electronically, and the digital signatures of the Authorised Signatory or Signatories will be binding on us.

**(For Corporations / Societies / Clubs or other Associations):**

- 6. That you be furnished with a true and up-to-date copy of our Memorandum and Articles of Association / Constitution and By-Laws and with copies of any amending resolutions or special resolutions that may from time to time be passed.
- 7. That you be furnished with a list of the names of our directors, secretary and other officers or committee members and other officers and their specimen signatures.
- 8. That these resolutions be communicated to you and remain in force until an amending resolution shall be passed by the board of directors / committee and a copy thereof certified by any one of our directors or secretary / chairman and any one of the committee members shall be communicated to you.

We certify that the foregoing resolutions have been duly entered in our minute book and signed therein by our chairman and are in accordance with our Articles of Association / Constitution and By-Laws.

We further certify that Schedule 1 contains a true and correct list of our current Authorised Signatories and Schedule 1 and Schedule 2, together, contain a true and correct list of our duly elected and presently acting officers and directors/persons having executive authority forming a quorum for a meeting for the passing of these resolutions.

We enclose a true and up-to-date certified copy of Memorandum and Articles of Association / Constitution and By-Laws. Our Certificate of Incorporation / Certificate of Registration or Exemption is also enclosed for your inspection and return.

**(For Partnerships):**

- 6. We as partners shall be jointly and severally liable for any of the Organisation's obligations to you herein.
- 7. Upon any partner ceasing to be a member of the Organisation by death or otherwise you may in the absence of written instruction to the contrary from the Organisation or any of us or the legal personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other partners or partner for the time being as having full power to carry on the business of the Organisation and to deal with its assets as freely as if there had been no change in the Organisation.
- 8. This authority shall remain in force until revoked as aforesaid by written instruction notwithstanding any change in the constitution or name of the Organisation and shall apply notwithstanding any change in the membership of the Organisation by death, bankruptcy, retirement or otherwise or the admission of any new partner or partners.
- 9. We shall notify you promptly in writing of any change in the composition of the Organisation and if requested by you shall furnish you with a further mandate satisfactory to you.
- 10. We certify that Schedule 1 contains a true and correct list of our current Authorised Signatories and Schedule 1 and Schedule 2, together, contain a true and correct list of our partners forming a quorum for a meeting for the passing of these resolutions.

**(For Trusts):**

- 6. Upon the winding up, any incapacity, resignation or otherwise, of any trustee, you may in the absence of written instruction to the contrary from any of us treat the surviving or continuing trustee(s) for the time being as having full power under the trust deed to continue to deal with the trust's assets.
- 7. That you be furnished with a true copy and up-to-date copy of the trust deed and with copies of any revisions or supplements thereto that may from time to time be effected.
- 8. That you be furnished with a list of the names of the trustees, and the specimen signatures of their authorised signatories.
- 9. That this authority shall remain in force until revoked as aforesaid by written instruction notwithstanding any change in the trustees by reason of having been wound up, any incapacity, resignation or otherwise or the appointment of any new trustee.
- 10. We shall notify you promptly in writing of any change in the trustees and if requested by you shall furnish you with a further mandate satisfactory to you.
- 11. We certify that Schedule 1 contains a true and correct list of the trustees' current Authorised Signatories and Schedule 1 and Schedule 2, together, contain a true and correct list of the trustees forming a quorum for a meeting for the passing of these resolutions.

We enclose a true and up-to-date certified copy of the trust deed.

**SCHEDULES<sup>1</sup>**

**SCHEDULE 1**

(List of Authorised Signatories and signing requirements)

Pursuant to this mandate, the following Authorised Signatories is/are authorised to give to you any of the Instructions in the following manner:  Singly

Jointly, \_\_\_\_\_

Others (please specify): \_\_\_\_\_

<p>X _____ Full Name: (Including any aliases) Official Title:</p>	<p>X _____ Full Name: (Including any aliases) Official Title:</p>
<p>X _____ Full Name: (Including any aliases) Official Title:</p>	<p>X _____ Full Name: (Including any aliases) Official Title:</p>
<p>X _____ Full Name: (Including any aliases) Official Title:</p>	<p>X _____ Full Name: (Including any aliases) Official Title:</p>

**SCHEDULE 2**

(List of officers, directors, managing directors, partners, trustees or persons having executive authority (if any) excluding those mentioned in Schedule 1)

<p>X _____ Full Name: (Including any aliases) Official Title:</p>	<p>X _____ Full Name: (Including any aliases) Official Title:</p>
<p>X _____ Full Name: (Including any aliases) Official Title:</p>	<p>X _____ Full Name: (Including any aliases) Official Title:</p>
<p>X _____ Full Name: (Including any aliases) Official Title:</p>	<p>X _____ Full Name: (Including any aliases) Official Title:</p>

<sup>1</sup> Schedules 1 and 2 are to be completed with the details and signature of such number of directors/partners/committee members/owners/trustees as required under the constitutive documents of the Organisation for the passing of the resolution set out in the Mandate Section of this Application.



## AGREEMENT

To: Citibank, N.A., Hong Kong Branch  
(Organised under the laws of the United States with limited liability)

We warrant that the corporation/partnership/entity and personal particulars provided in this Application and all representations and warranties made by us in the Terms are true and correct. The Terms and this Application form our agreement with you and set out the terms upon which the related Services are provided and supersede all our prior instructions to or agreement with you on our Account and relationship with Citibank or on the related Services. We confirm that we have received the Terms and this Application in full and read and understood and we agree to be bound by the same. We agree that if we opt for any of the Services and upon receipt of advice that Citibank is prepared to make the same available to us, our utilisation of such Services will be based on the terms set out in the relevant sections of such documents for such Services.

### Disclosure of Relevant Information

We confirm that we have read and understood and we agree with Clauses 19.2, 21 and 35.1.7 of the Terms on the Disclosure of Relevant Information.

### Consent for offshore custody

We confirm that we have read and understood and we agree with Clause 32.7 of the Terms on the appointment of a custodian outside Singapore.

### No short selling

We confirm that we have read and understood and we agree with Clause 44 of the Terms on the prohibition against short selling.

### No tax advice

We acknowledge that:

1. we are solely responsible for acquiring appropriate independent tax advice regarding our Account;
2. nothing in this Application, the Terms or in any other communication, whether or not in writing, between us and you or other branches, subsidiaries, representative offices, affiliated or associated companies of Citibank, N.A., or related entities owned or controlled directly or indirectly by Citigroup, Inc. (collectively, "Citigroup Companies") constitutes advice relating to tax or to the suitability from a tax planning perspective of any strategy or investment or to our compliance with any laws, regulations or rules;
3. withholding tax for income received from all markets will be held at the domestic rate; and
4. where our jurisdiction of tax residence has a double tax treaty with a jurisdiction where tax is withheld, we will consult our tax advisers to see how this impacts our personal tax position.

### Compliance with laws

We acknowledge, represent and warrant that:

1. we are solely responsible for, and that neither Citibank nor any other Citigroup Company has any responsibility for, our compliance with any laws, regulations or rules applicable to our opening and operation of the Account and our use of the services available through Citibank including, but not limited to, any laws, regulations or rules, in our or any other jurisdiction, relating to tax, foreign exchange and capital control and for all payment, reporting or filing requirements that may apply as a result of our country of citizenship, place of incorporation, domicile, residence or tax-paying status;
2. we have obtained all requisite legal and regulatory approvals under any applicable law or regulations (if any) for the opening, funding, operation, maintenance and closing of the Account;

We agree to hold each of Citibank and Citigroup Companies harmless, and shall indemnify each of them on a full indemnity basis, from and against any and all claims, damages, loss, liabilities, costs and expenses of whatsoever nature which may be brought against it or which it may suffer, incur or sustain as a result of or in connection with our breach of our representations and warranties herein and/or our opening and operation of the Account.

### Bearer Shares (Applicable only to clients which have not issued such shares)

We hereby undertake to ensure that if the company should issue any shares in bearer form at any time in the future, the company will notify Citibank at the time of issue and provide particulars of such issue. None of the shares currently authorised and issued by the company are bearer shares.

### **Risk Disclosure Statements**

We acknowledge that:

1. the Risk Disclosure Statements set out in the Terms were provided in a language of our choice (English or Chinese); and
2. we were invited to read such Risk Disclosure Statements, to ask questions and take independent advice.

### **Conflicts of Interest**

We have read and understood the conflicts of interest provisions of the Terms, including but not limited to Clause 22 of the Terms (the "Conflicts of Interest Provisions").

By signing this Application: We hereby accept, are aware of and consent to any positions of conflict and potential conflicts of interest affecting you and the receipt by you of remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages, whether financial or otherwise, arising therefrom or in connection therewith (whether or not such receipt or the amount thereof is not disclosed to us at all or in respect of any specific transaction), as set out in the Terms, including but not limited to the Conflicts of Interest Provisions. We understand and agree that such conflicts of interest may arise in many if not all transactions transacted through the Account for and on our behalf. We hereby accept that our consent will apply to each such transaction undertaken from time to time.

### **Consent and Agreement to Translated Documents**

We acknowledge and agree that we may receive translated versions of certain sales materials, summaries, explanations, trust instruments, agreements, forms or other communications in connection with the products and services available through Citi Private Bank. These translations, if any, are provided for our convenience and do not substitute or amend in any way the official documents in English that govern our relationship with, and the products and services offered by, Citi Private Bank.

In this connection, Clause 65 of the Terms sets out the detailed terms governing the provision of any translated documents and we confirm that we have read, understood and agree to Clause 65 of the Terms on Language.

### **Important Disclosures about Investment Products**

We acknowledge and agree that unless specifically stated in the product documentation or otherwise disclosed, securities and other investments or financial instruments purchased for or held in our Account with Citibank are not guaranteed by, nor are they deposits or obligations of, Citigroup Inc., Citibank, N.A. or any of their affiliates, not insured or protected by the United States Federal Deposit Insurance Corporation or any other government or government agency, and are subject to investment risks, including the possible loss of the principal amount invested or as otherwise stated in the product documentation.

We further acknowledge and confirm that the above disclosures have been provided to us by Citibank orally and in writing, and we have reviewed and understood the disclosures.

### **Electronic Client Application Enrollment**

Where we have enrolled any Authorised Signatory for access to and use of Electronic Client Applications, we agree and understand as follows:

1. We authorise the Bank to provide the Authorised Person with access to and use of the Electronic Client Applications and all and any information relating to the Account;
2. We agree to and authorise the Bank to accept instructions given by the Authorised Person via the Electronic Client Applications;
3. Citibank may offer products and services via the Electronic Client Applications from time to time. Accordingly, our Authorised Signatory(ies) may receive notices of such additional offerings when they access the Electronic Client Application and may be asked to agree to or accept the terms and conditions of additional products and services offered via the Electronic Client Applications by providing an electronic signature;
4. We agree to and authorise the use of electronic signatures by the Authorised Person;
5. We have obtained the Authorised Signatory's consent to enroll him/her to the Electronic Client Applications; and
6. We acknowledge that the use of the Electronic Client Applications by us or any Authorised Signatory, whether enrolled through this Application, any other document or electronically through the internet, is governed by the terms and conditions of this Application, the terms and conditions provided in the Electronic Client Applications and generally, the Terms.

### **Use of Electronic Client Applications, Electronic Signatures and Agreements, Consent to Receive Electronic Delivery of Documents**

We confirm and agree that we have read and understood Clauses 6A and 6B of the Terms on the use of the Electronic Client Application, the use and acceptance of electronic signatures and agreements, and the consent to receive electronic delivery of documents.



## TAX DISCLOSURE TERMS AND ATTESTATION

### COMPLIANCE WITH TAX AND TAX REPORTING OBLIGATIONS:

- We agree to comply with all applicable tax and tax reporting obligations with respect to our business relations and/or account(s) with Citi.

### DISCLOSURE OF INFORMATION BY CITIGROUP AND ITS AFFILIATES ("CITI"):

- **Internal to Citi and third-party service providers:** We agree that Citi may process our personal information and disclose it to any Citi affiliate and, where applicable, third-party service providers engaged by Citi, both foreign and domestic. We acknowledge that the information that Citi processes, discloses, or transfers in connection with our account(s), and with its business relations with us, may include information relating to other persons to the extent permitted by applicable laws, regulations, legal process, courts, regulatory codes of conduct, and guidance and agreements between any regulator or authority ("applicable law"). In relation to such information, we represent and warrant that the relevant persons are aware of and agree to the processing, disclosure, and transfer of their information.
- **U.S. and Local Booking Center Regulations as Required by Law:** We acknowledge that Citi may disclose our personal information, or transfer information and data with respect to our business relations and/or account(s) in Citi's possession, to regulators and governmental authorities, foreign and domestic, where required by either a United States regulator / government authority or by the applicable booking center's regulator / government authority, including disclosure of internal bank records that reflect communications regarding our business relations and/or account(s), if and to the extent permitted by applicable law.
- In respect of the above two acknowledgments, "Internal to Citi and third-party service providers" and "U.S. and Local Booking Center Regulations as Required by Law," we hereby give our consent to the processing, disclosure, and transfer (electronically or otherwise) by Citi of all information and data with respect to our business relations and/or our account(s). Such consent shall be irrevocable to the extent permitted by applicable law. We expressly release Citi from all applicable statutory or contractual privacy, secrecy, and other confidentiality-related obligations of any kind - including, in particular, data protection, financial privacy, and/or banking secrecy - that would prevent Citi from processing, transferring, and disclosing information and data with respect to our business relations and/or our account(s). We expressly waive any rights we may have under the data protection and bank secrecy laws of Switzerland and Singapore to the fullest extent possible.

### ATTESTATION OF COMPLIANCE WITH TAX OBLIGATIONS

Each of the undersigned, as or on behalf of the account holder(s), represents and warrants for himself, herself, or itself and for each beneficial owner that:

1. I understand that I am solely responsible for my own tax affairs and obligations;
2. I have not been convicted of any tax crime in any jurisdiction and, as far as I am aware, I am not under any ongoing investigation by any tax authority or law enforcement agency for alleged criminal or fraudulent conduct related to tax evasion;
3. Any assets deposited, or to be deposited, in my account(s) do not represent the proceeds of any criminal conduct (including tax crimes);
4. My new and existing account(s), and the assets deposited into them, including income with respect to such assets have been, and will continue to be, declared to the relevant tax authorities, or are not legally required to be disclosed to the relevant tax authorities;
5. I will notify Citi promptly upon any change in the above representations and warranties; and
6. Each beneficial owner has authorised me to make the above representations and warranties for them.

**By signing on the following page and in consideration of Citi providing services to us, we attest that we have read, understand and agree to the Terms prevailing as at the date of this Application the full version of which is set out at [privatebank.citibank.com/forms/account-application.html](https://privatebank.citibank.com/forms/account-application.html).**

**In addition, by signing on the following page and in consideration of Citi providing services to us, (a) we attest that we have read and (b) we agree to the information, representations, warranties, and consents above. The above information, representations, warranties, and consents are in addition to, not in derogation from and without prejudice to any other information, representations, warranties and consents we agree to, including as set out, in the terms and conditions governing our account.**

Agreed, acknowledged and signed as follows by:

For Corporation

For Other Entity

<p>X _____ Signature of Chairman/Secretary for and on our behalf Name:</p>	<p>X _____ Signature of Chairman/Secretary for and on our behalf Name:</p>
--	--

For Partnership/Trust

<p>X _____ Name:</p>	<p>X _____ Name:</p>
<p>X _____ Name:</p>	<p>X _____ Name:</p>

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

**FOR BANK'S USE**

Please tick (if applicable) and complete witness/callback details:

<p><input type="checkbox"/> Signature(s) witnessed by:</p> <p>X _____ Name(s) of Staff: _____ Date of witness: _____ Location of witness: _____</p>	<p><input type="checkbox"/> Callback performed by:</p> <p>X _____ Name(s) of Staff involved: _____ Bank extension no. used: _____ Date and Time of call: _____</p>
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I declare and confirm that I have

- provided the Risk Disclosure Statements in a language of the client's choice (English or Chinese); and
- invited the client to read the Risk Disclosure Statements, ask questions and take independent advice.

X  
\_\_\_\_\_  
Name of Staff:  
(in block letters)

Hong Kong Monetary Authority Registration Number:

\_\_\_\_\_

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



**SPECIMEN SIGNATURE AND SIGNING INSTRUCTION**

You are hereby authorised to accept written instructions from the following Authorised Signatories given in the manner specified below concerning our Accounts (in accordance with the Terms) and all other matters as provided for in this document between you and us. This authority is to remain in full force and binding upon us until receipt by you of written instructions from us to the contrary.

Private Bank



**SIGNATURE CARD**

Title of Account: \_\_\_\_\_

Account No.: \_\_\_\_\_

Signing Instruction:  Singly  
 Jointly, \_\_\_\_\_  
 Others (please specify) \_\_\_\_\_

**Specimen Signatures**

<u>X</u> Name: _____ ID/PP Number: _____	<u>X</u> Name: _____ ID/PP Number: _____
<u>X</u> Name: _____ ID/PP Number: _____	<u>X</u> Name: _____ ID/PP Number: _____
<u>X</u> Name: _____ ID/PP Number: _____	<u>X</u> Name: _____ ID/PP Number: _____

For Internal Use Only

Date

Branch

CPB, Hong Kong

**INFORMATION REQUIRED (FOR OPENING A CORPORATE ACCOUNT IN HONG KONG)**

We hereby provide the following identification information<sup>5</sup> on

- (a) ALL Directors (in the case of a company);
- (b) ALL Partners (in the case of a partnership); or
- (c) ALL Persons having executive authority (in the case of a body corporate or unincorporated other than in (a) or (b). For example, co-operatives, town councils, etc.):

Full name, including any aliases : \_\_\_\_\_

Identification no./ Company registration no. : \_\_\_\_\_

Residential address (for individual)/Registered address (for entity) : \_\_\_\_\_

Telephone no. : \_\_\_\_\_

Date of birth/ Date of incorporation : \_\_\_\_\_

Nationality/ Place of incorporation : \_\_\_\_\_

Full name, including any aliases : \_\_\_\_\_

Identification no./ Company registration no. : \_\_\_\_\_

Residential address (for individual)/Registered address (for entity) : \_\_\_\_\_

Telephone no. : \_\_\_\_\_

Date of birth/ Date of incorporation : \_\_\_\_\_

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Telephone no. : \_\_\_\_\_

Date of birth/ Date of incorporation : \_\_\_\_\_

Nationality/ Place of incorporation : \_\_\_\_\_

<sup>5</sup> You may also provide to Citibank supporting documents with the same 6 identification information.