

ONLINE TRADING SUPPLEMENTAL CLIENT AGREEMENT FOR CORPORATE AND PARTNERSHIP ACCOUNTS

SUPPLEMENTAL CLIENT AGREEMENT

DATE:

ADMIS HK agrees to execute instructions for futures and options transactions on behalf of the Client using the Service (as defined below).

PARTIES:

- (1) **ADMIS HONG KONG LIMITED**, a licensed corporation carrying on futures and options trading under the Securities and Futures Ordinance (cap 571), whose registered office is at Suites 908-10, 9th Floor, Lincoln House, TaiKoo Place, 979 King's Road, Quarry Bay, Hong Kong ("**ADMIS HK**"); and
- (2) **THE UNDERSIGNED CLIENT**, whose particulars are set forth in the Client Account Application Form which is attached to, and forming an integral part of, the Client Agreement ("**Client**").

RECITALS:

- (A) The Client has opened one or more account(s) with ADMIS HK for futures and options trading in accordance with the terms and conditions of a Client Agreement dated _____ entered into between the Client and ADMIS HK (the "**Client Agreement**").
- (B) ADMIS HK utilises an online trading system [provided by ADM Investor Services, Inc. ("ADMIS") through an internet website at the address of www.admis.com maintained by ADMIS ("**Website**") which may be used to execute futures and options transactions made by the Client.
- (C) The Client requests and ADMIS HK agrees to allow the Client to give electronic instructions for futures and options trading and to obtain quotations and other information via the ADMIS HK Website (as defined below) upon the terms and conditions hereinafter appearing.
- (D) The Client requests and authorises and

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Supplemental Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

Access Codes means, collectively, the Password and the Login Name;

Authenticators means, collectively, one or more user ID's, initial passwords, digital certificates and or other devices provided to the Client;

Hong Kong means the Hong Kong Special Administrative Region of the Peoples' Republic of China;

Information means the data, database, quotes, news, research, graphics, drawings, text and other information accessible through the Service, including but not limited to futures and options prices and information relating to the futures and options market;

Information Providers means the third parties who provide the Information;

Intellectual Property Rights means any patents, designs (whether registered or not), trade mark, service mark, copyright, know-how, trade secrets, goodwill and any associated or similar rights in each case and in any jurisdiction;

Login Name means the Client's personal identification used in conjunction with the Password to gain access to the Service, the Information, and other services offered by ADMIS HK;

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Password means the Client's personal password, used in conjunction with the Login Name to gain access to the Service, the Information and other services offered by ADMIS HK; and

Service means any online trading service or other online facility provided by, and/or on behalf of, ADMIS HK which enables the Client to give electronic instructions to buy and sell certain futures and options and to receive the Information and related services.

1.2 Unless otherwise specified, terms not defined in this Supplemental Agreement shall have the same meanings assigned to them in the Client Agreement.

1.3 Unless otherwise specified, this Supplemental Agreement is made without prejudice and in addition to all other provisions in the Client Agreement.

2. APPLICATION OF THE CLIENT AGREEMENT

2.1 This Supplemental Agreement (including amendments to it from time to time) forms part of the Client Agreement. The Client acknowledges and agrees that the terms and conditions of the Client Agreement together with the terms and conditions of this Supplemental Agreement shall be applicable to the Client in connection with his futures and options trading with ADMIS HK through the Service.

3. THE SERVICE

3.1 The Client hereby agrees to use the Service only in accordance with the terms and conditions of this Supplemental Agreement. Any additional services offered by ADMIS HK as part of the Service in the future (which shall thereafter be deemed to be included in the definition of Service) shall only be used by the Client in accordance with the terms and conditions of this Supplemental Agreement.

3.2 The Client may from time to time, enter instructions to buy and sell certain futures and options for his account with ADMIS HK through the Service.

3.3 The Client acknowledges and agrees that the Client shall be wholly and solely responsible for all instructions entered through the Service using the Access Codes (whether authorized by the Client or not, and whether or not the instructions were entered by ADMIS HK or any of its officers or employees at the Client's express request). Neither ADMIS HK nor any of its officers, directors, employees or agents or any officers, directors, employees or agents of any of its affiliates shall incur any liability for the handling, mishandling or loss of any instruction. The Client shall indemnify ADMIS HK upon demand against any loss, damage, costs, disbursements and liabilities that ADMIS HK may incur or suffer as result of any instructions entered through the Service by the Client.

3.4 The Client further acknowledges and agrees that, as a condition of using the Service to give instructions, the Client shall immediately notify ADMIS HK if:

3.4.1 an instruction has been placed through the Service and the Client has not received an order number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);

3.4.2 the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which it did not instruct or any similar conflict;

3.4.3 the Client and/or its representatives become aware of any unauthorized use of its Access Codes; or

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- 3.4.4 the Client and/or its representatives have difficulties with regard to the use of the Service.
- 3.5 The Client agrees to pay all subscription, service and usage fees, if any, that ADMIS HK may charge the Client for the Service and agrees that such fees may be changed from time to time without notice.
- 3.6 The Client expressly agrees that, in addition to communication pursuant to Clause 2.1 of the Client Agreement, and subject to Clause 3.8 below, ADMIS HK may communicate with or give notice to the Client through the Service. Without limiting the generality of the foregoing, the Client hereby consents to ADMIS HK making the Client's account information and trade confirmations, including without limitation, contract notes and statements of account, available through the Service in lieu of having such information delivered to the Client via mail or email. The Client confirms that he shall at all times be able to access account information via the Service using the Access Codes to access the account. ADMIS HK will send daily and/or monthly statements in respect of the Client's account activities through the Service. ADMIS HK will also post all of the Client's account activity on the Website. The Client shall from time to time access and download daily reports of account activity and the daily report of each executed trade from the Website. Updated account information will be available no more than 24 hours after any activity takes place on the Client's account. At all times, account information will include trade confirmation with ticket numbers, purchase and sale amounts, statements of profits and losses, current open or pending positions and such other information as required by the applicable law or regulations.
- 3.7 The Client acknowledges and agrees that ADMIS HK may disclose the Client's electronic communications to the same extent ADMIS HK may disclose other information about him or relating to his account as provided elsewhere in the Client Agreement.
- 3.8 The Client understands and accepts that ADMIS HK may at any time in its sole and absolute discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the Service and his ability to trade. The closing of the Client's online account by ADMIS HK will not affect the rights and/or obligations of either party incurred prior to the date the online account is closed.
- 4. ACCESS OF SERVICE**
- 4.1 ADMIS HK will provide to the Client an Authenticator to enable the Client and/or its representatives to access the Service.
- 4.2 The Client and/or its representatives may access the Service only by using such Authenticators, or using replacement Authenticators created in accordance with this Supplemental Agreement.
- 4.3 The Client authorised ADMIS HK to act on any instructions ADMIS HK receives from the Client pursuant to methods designated by ADMIS HK, to create additional Authenticators for new designated users or if original Authenticators are lost or forgotten.
- 4.4 The Client shall change or replace Authenticators as soon possible after receipt of instructions to do so from ADMIS HK.
- 4.5 The Client acknowledges that any individuals that receive or use Authenticators with the Client's knowledge are authorised to act on behalf of the Client, including, without limitation to use the Service for execution of futures and options trading and to change such Authenticators, and it is the Client's sole responsibility to keep all Authenticators

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- and other means of access with the Client's direct or indirect possession or control both confidential and secure from unauthorised use.
- 4.6 The Client shall obtain and maintain, at its own expense, computers, computer systems (including but not limited to servers and peripheral equipment), operating systems, applications, communications software, internet browser, telecommunications equipment, third-party application services and other equipment and software ("**Equipment**") required for the Client to access and use the Service, which Equipment requirements may be changed from time to time by ADMIS HK upon reasonable advance notice to the Client.
- 4.7 The Client acknowledges that ADMIS HK shall not be responsible for any problem, error or malfunction relating to the Service resulting from the Client error, data entry error by the Client, or the performance or failure of Equipment or any telecommunications service, internet connection, internet service provider, or any other third party communications provider, or any other failure or problem not specifically attributed to ADMIS HK ("**Technical Problems**").
- 4.8 The Client represents and warrants that the Client and/or its representatives at the time of each trade will be authorised to use the Service as contemplated hereunder, and will use the Service only as permitted hereunder and in accordance with the laws and regulations applicable to the Client and the Client's trades.
- 4.9 ADMIS HK may terminate the Client's access to the Service at any time upon written or electronic notice. The Client may terminate use of the Service at any time upon written or electronic notice to ADMIS HK. ADMIS HK further may terminate or suspend the Client's access to the Service immediately: (a) if the Client (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Supplemental Agreement; or (b) if ADMIS HK determines or believes in its sole judgement that (i) there exists any actual or potential defect in the Service which materially impairs the reliability, credibility or integrity of the operation thereof, or (ii) continuing to provide the Service pursuant to this Supplemental Agreement would infringe upon the intellectual property rights or any third party, or (iii) the Service has been or may be used by the Client for any illegal transaction or unlawful purpose; or (iv) upon written instructions from ADMIS HK.
- 4.10 Upon termination, the Client shall cease use of the Service and destroy all Authenticators then in the Client's possession or control. Clauses 4.11 to 4.16 hereof shall survive any termination of the Service or of this Supplemental Agreement.
- 4.11 The Client acknowledges and agrees that ADMIS HK has entered into a contractual agreement in order to provide the Service to him. The Client, its representatives, employees, agents and assigns shall not redistribute for commercial purposes any information obtained from ADMIS HK pertaining to the Service or use such information in any manner inconsistent with the terms of this Supplemental Agreement. The Client shall not permit the Service or any part thereof to be reverse engineered, copied, transferred or modified in any manner, except to the extent the foregoing actions under applicable law may not be restricted.
- 4.12 Data and information, including, without limitation, trade amounts, prices and other trade-related details, submitted or disclosed by the Client in the course of

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- using the Service (collectively, "**Trade Data**") shall be retained by ADMIS HK subject to the following terms. ADMIS HK shall have the right to use or disclose Trade Data in its discretion; **provided however**, that ADMIS HK may disclose such data or information to third parties in aggregated or otherwise anonymous form only, so as to prevent the disclosure of the Client's identity in connection with any such data or information, unless such disclosure is expressly authorized in writing by the Client, is made in connection with the Client's use of the Service or is required by court order or any regulatory body or applicable law.
- 4.13 The Service is provided on an "**as is**" and "**as available**" basis without warranty of any kind and that use of the Service is at the Client's sole risk. Without limiting the foregoing, the Client acknowledges and agrees that ADMIS HK makes and the Client receives no warranties, whether express, implied, or statutory regarding or relating to the subject matter hereof. ADMIS HK specifically disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the subject matter hereof, including without limitation the Service. ADMIS HK makes no warranty that the Service will be uninterrupted, error free or available at all times, nor does ADMIS HK warrant that the Service will remain compatible with, or operate without interruption on, any equipment provided by the Client.
- 4.14 The Client will indemnify, defend and hold ADMIS HK and its officers, directors, employees and agents or any officers, directors, employees and agents of any of its affiliates (collectively, "**Indemnitees**") harmless from and against any and all claims, damages, losses, costs or expenses, including reasonable attorneys' fees, arising from or relating to (a) any breach by the Client of Clause 4.9 or 4.12 hereof; (b) the non-performance by the Client of any agreement or transaction; or (c) any third party action or proceeding brought against an Indemnatee based on the use of the Service or any aspect thereof by the Client or by any of its employees, agents or affiliates or by any other person utilizing Authenticators or Equipment in the Client's direct or indirect control, except to the extent attributable to the default, gross negligence or wilful misconduct of an Indemnatee.
- 4.15 Except for claims for wrongful death, personal injury resulting from negligence or fraud, under no circumstances shall ADMIS HK or any of its officers, directors, employees and agents or any officers, directors, employees and agents of any of its affiliates be liable to the Client for any loss of profit, loss of business, or for any indirect, incidental, consequential, special or exemplary damages arising from or relating to the Client's use of the Service.
- 4.16 The representations, covenants, acknowledgements and agreements made by the Client herein are made for the benefit of ADMIS HK. ADMIS HK may assign any of its rights hereunder to any ADMIS HK affiliate or in connection with the merger or acquisition of ADMIS HK or the sale of all or substantially all of its assets.
- ### 5. TRADE INSTRUCTIONS
- 5.1 The Client may enter trade instructions through the Service. The giving of a trade instruction to ADMIS HK (whether by electronic means or otherwise) does not guarantee execution of an order. The Client understands that neither ADMIS HK nor any of its officers, directors, employees or agents or any officers, directors, employees or agents of any of its affiliates shall be responsible for any order that is not executed.
- 5.2 Each trade instruction given by the Client shall include the details and comply with

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- the limitations as specified by ADMIS HK and communicated to the Client from time to time through the Service. ADMIS HK shall have no obligation to accept any trade instruction which does not comply with the limitations specified by ADMIS HK, but may do so in its sole and absolute discretion. Acceptance of any such non-conforming instruction shall not obligate ADMIS HK to accept any subsequent nonconforming instructions.
- 5.3 ADMIS HK may refuse to accept and/or carry out any trade instruction, without being obliged to give any reasons for such refusal. For the avoidance of doubt, ADMIS HK may reject a trade instruction for any reason whatsoever, including but not limited to the following:
- 5.3.1 The trade instruction does not comply with the limitations and requirements set forth in Clause 5.2 above;
- 5.3.2 The price published on the Website shall have expired or has been withdrawn;
- 5.3.3 The terms of the trade instruction cannot be determined with certainty by ADMIS HK; and/or
- 5.3.4 There is lack of sufficient funds in the Client's account to settle the transaction.
- 5.4 A trade instruction which for any reason, including failure of the Service to transmit such instruction, is not received by ADMIS HK in a manner in which it can be processed shall be deemed rejected by ADMIS HK.
- 5.5 ADMIS HK shall not be deemed to have received the Client's trade instructions unless and until the Client is in receipt of ADMIS HK's message acknowledging receipt, either electronically or by hard copy. Receipt of the Client's trade instructions, however, does not guarantee such trade instructions will be executed by ADMIS HK.
- 5.6 The Client agrees to review every order before entering it as it may not be possible to cancel its instructions once given. The Client may request in writing to cancel or amend its instructions but ADMIS HK is not obliged to accept any such request. The Client acknowledges that instructions may be cancelled or amended only before execution. In the case of full or partial execution of the Client's cancelled instructions, the Client accepts full responsibility for the executed transactions and ADMIS HK shall incur no liability in connection therewith.
- 5.7 The Client acknowledges and agrees that if the mode of communication used by him in the course of the Service becomes temporarily unavailable, he can during such period continue to operate his account subject to ADMIS HK's right to obtain such information regarding the verification of the Client's identity as ADMIS HK may from time to time think fit.
- 5.8 The Client further acknowledges and agrees that none of the Information Providers shall be a party to, nor shall they have any obligations under or with respect to, any transaction (whether entered electronically or otherwise) between ADMIS HK and the Client.
- 6. INTELLECTUAL PROPERTY RIGHTS**
- 6.1 The Client acknowledges and agrees that ADMIS HK is the proprietor or the authorized licensee of all Intellectual Property Rights subsisting in the Information, software programmes relating to the Service and the source code thereof. The Client shall not attempt to tamper with, modify, disassemble, decompile, reverse engineer, damage, destroy or otherwise alter in any way or sub-license, and shall not attempt to gain unauthorized access to the Information, the source code

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of any software contained in the Information or any part of the Service. The Client undertakes to notify ADMIS HK immediately if the Client becomes aware that any of the actions described above in this paragraph are being perpetrated by any other person.

6.2 The Client acknowledges that ADMIS HK obtains the Information from the Information Providers. The Client agrees to comply with all conditions and restrictions imposed by the Information Providers in relation to the supply and use of the Information. In particular, the Client agrees:

6.2.1 that the Information provided to the Client for the use of the Client and/or its representatives only and that they shall not use the Information or any part thereof other than in the ordinary course of their own business (which shall not include any dissemination to third parties);

6.2.2 not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner to any other person without the express written consent of ADMIS HK and the Information Providers; and

6.2.3 not to use or permit the use of any information of any illegal purpose.

6.3 The Client agrees that it shall not assign, transfer or sub-license all or any part of his rights under the provisions of this Supplemental Agreement.

6.4 The Client shall allow ADMIS HK or any person authorized by ADMIS HK in writing to, upon receiving its written request, inspect promptly thereafter the premises and records of the Client for any lawful purpose in connection with the provisions of this Supplemental

Agreement including but not limited to the purpose of satisfying itself that the Client is not using the Information or the software comprised in it contrary to any provision contained herein.

7. EXTERNAL RISKS

7.1 The Client acknowledges that owing to market volatility and possible delay in the data transmission process, the Information may not be real-time market quotes for the relevant futures or options contracts. The Client acknowledges that ADMIS HK has no independent basis to verify or contradict the accuracy or completeness of the Information provided. No recommendation or endorsement from ADMIS HK shall be inferred from the Information provided.

7.2 The Client understands that neither ADMIS HK nor any of its officers, directors, employees and agents or the Information Providers guarantee the timeliness, sequence, accuracy, continuity, promptness or completeness of the Information.

8. LIMITATIONS OF LIABILITY

8.1 The Client agrees that neither ADMIS HK nor any of its officers, directors, employees and agents or any officers, directors, employees and agents of any of its affiliates or the Information Providers shall be liable for any loss or have any responsibility:

8.1.1 for damages of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of, or inability to access or use the Service, including without limitation damage resulting from the act, omission, mistake, delay or interruption of the Information Providers, even if ADMIS HK, its officers, employees, agents or the Information Providers have been

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advised of the possibility of such damages or losses; or

- 8.1.2 for damages resulting from a cause over which ADMIS HK, its officers, directors, employees and agents or the Information Providers do not have control, including but not limited to any government restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, incompatibility of computer hardware or software, failure or unavailability of access to the Service, problems with internet service providers or other equipment or services relating to the Client's computer, power failure, problems with data transmission facilities, unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labour disputes.

- 8.2 The Client agrees that ADMIS HK shall not be responsible for any damage to the Client's computer, software, modem, telephone or other property resulting from the Client and/or its representatives' use of the Service.

9. INDEMNIFICATION

- 9.1 The Client agrees to defend, indemnify and hold ADMIS HK, its officers, directors, employees and agents and officers, directors, employees and agents of any of its affiliates or the Information Providers harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with the Client's use of the Service, including but not limited to its violation of this Supplemental Agreement or infringement of any Intellectual Property Rights. This obligation will survive the termination of

this Supplemental Agreement.

10. RISK DISCLOSURE

The Client acknowledges and accepts that:

- 10.1 access to the Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons;
- 10.2 due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication and that such unreliability is beyond ADMIS HK's control;
- 10.3 transactions conducted via electronic means may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet;
- 10.4 instructions may not be executed or may be delayed so that they may be executed at prices different from those prevailing at the time the Client's instructions were given;
- 10.5 communications and personal data may be accessed by unauthorized third parties;
- 10.6 the Client's instructions may be executed without being subject to human review;
- 10.7 it is usually not possible to cancel an instruction after it has been given;
- 10.8 there may be system failure, including the failure of hardware and software or breakdown of communication facilities, which may result in the Client's instructions not being executed according to his instructions or is not executed at all; and
- 10.9 the Client has been requested by ADMIS HK to re-read, and has re-read, the risk disclosures contained in the Client Agreement as such risks are inherent with

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his futures and options trading with ADMIS HK through the Service in accordance to the terms and conditions of this Supplemental Agreement.

11. MISCELLANEOUS

11.1 The Client acknowledges that the Client and/or its representatives have read, understood and agreed to be bound by the terms and conditions of this Supplemental Agreement.

11.2 The Client understands that this Supplemental Agreement will not be effective in any way until such time the Client has returned the hard copy of this Supplemental Agreement duly completed and executed by him to ADMIS HK, and accepted and agreed by ADMIS HK, such acceptance and agreement to be evidenced by the signature of one of the responsible officers of ADMIS HK in the space provided below.

11.3 The Client acknowledges and agrees that any documents provided by ADMIS HK in hardcopy or on the Website shall not be copied, distributed, modified, transmitted, framed, uploaded, posted in any way, shape or form without the prior written consent and approval of ADMIS HK. The Client understands that ADMIS HK only agrees to enter into any transaction with the Client on the basis of the relevant documents in the versions as provided by hardcopy to the Client or on the Website as of the date of the Client's receipt of any such documents.

11.4 This Supplemental Agreement shall remain in full force until ADMIS HK acknowledges receipt of the Client's written instructions to terminate the Client Agreement in accordance with Clause 18 thereof.

11.5 This Supplemental Agreement shall be binding on the Client, its successors and permitted assignees. This agreement shall be governed by and construed in

accordance with the laws of Hong Kong. The Client agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts for the adjudication of any disputes or actions in which ADMIS HK is a party relating to the Client's use of the Service.

12. DECLARATION

12.1 The Client hereby confirms and declares the followings:

12.1.1 the Client has not had any judgment including findings in relation to fraud, misrepresentation, or dishonesty given against him in any criminal or civil proceedings in Hong Kong or elsewhere;

12.1.2 the Client has not been declared bankrupt or been compounded with or made any assignment for the benefit of any creditor in Hong Kong or elsewhere; and

12.1.3 the Client has read this Supplemental Agreement and its provisions have been fully explained to him in a language that he understands and he agrees to be bound by its provisions.

Note: This Supplement Client Agreement is written in English and Chinese. In the event of any inconsistency between the two versions, the English version will prevail.

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CORPORATE AND PARTNERSHIP ACCOUNTS (CONTINUED)**

SIGNED BY THE CLIENT

(Signature of the Client and Company Seal
if applicable)

(Name of the Client)

in the presence of:

(Witness Signature)

(Name and Hong Kong Identity Card No. /
Passport No. of Witness)

**ACKNOWLEDGED AND ACCEPTED BY
ADMIS HONG KONG LIMITED**

(Signature of Authorised Signatory)

(Name of Authorised Signatory)

in the presence of:

(Witness Signature)

(Name and Hong Kong Identity Card No. /
Passport No. of Witness)