

Peston & Sons Securities

PESTON & SONS SECURITIES ACCOUNT OPENING FORM

Type of Account (please tick relevant account box):

Individual:

Joint:

Company:

INSTRUCTION IN COMPLETING THIS DOCUMENTATION

Please make sure that you read and understand all the information regarding opening a trading account with Peston & Sons Securities before completing the form, including the General Terms & Conditions. Please use a black or a blue ink pen when completing all the information as accurately as possible.

Primary Account Holder

First Name/s:		Surname/Family Name:	
Company Name (if applicable):			
Address:		Date of Birth:	Marital Status:
		Place of Birth:	Number of Dependents:
Postal Code:		Nationality:	Employer (Self-employed):
City:		Country:	
Business Phone Number:		Home Phone Number:	
Mobile Phone Number:		Fax Number:	
E-mail Address (Business):		E-mail Address (Personal):	
Name of Primary Bank		Address of Primary Bank:	

Joint Account Holder (where applicable)

First Name/s:		Surname/Family Name:	
Address:		Date of Birth:	Marital Status:
		Place of Birth:	Number of Dependents:
Postal Code:		Nationality:	Employer (Self-employed):
City:		Country:	
Business Phone Number:		Home Phone Number:	
Mobile Phone Number:		Fax Number:	
E-mail Address (Business):		E-mail Address (Personal):	

COMPLETION OF DOCUMENTATION

Please return the completed documentation directly to Peston & Sons Securities via either Email (scanned attachment) or via Fax.

Email: accounts@peston-sons-securities.com

Fax: +852 5808 3913

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REASON AND RANGE OF CLIENT ASSOCIATION

(Please complete all fields)

To comply with 'Financial Action Task Force' (FATF) and 'European Union' regulations, all financial brokerage institutions are required to obtain information pertaining to the reason and range of a client relationship.

What is your reason/purpose in applying for a trading account at Peston & Sons Securities?

Select applicable one only.

- Capital Preservation / Hedging (considered conservative with less risk)
- Growth & Income (considered moderate in risk)
- Speculation (considered aggressive in risk for potentially higher returns)

Which type of trading instruments would interest you?

Select all relevant areas.

- Futures Managed Funds
- Commodities FOREX Spot
- Stocks FOREX Forward
- Bonds FOREX Options
- Contract Options Other

How many trades do you make on a yearly basis?

Select applicable one only.

- 0 (Never traded) 25 to 50
- 1 to 5 50 to 75
- 5 to 10 75 to 100
- 10 to 25 More than 100

What is your Annual Income (US\$)?

Select applicable one only.

- \$25,000 - \$50,000 \$250,000 - \$500,000
- \$50,000 - \$100,000 \$500,000 - \$1,000,000
- \$100,000 - \$250,000 Over \$1,000,000

What is your Liquid Net Worth (US\$)?

Select applicable one only.

- \$25,000 - \$50,000 \$250,000 - \$500,000
- \$50,000 - \$100,000 \$500,000 - \$1,000,000
- \$100,000 - \$250,000 Over \$1,000,000

Occupation (all within the last 12 months) – To be completed by the Primary Account Holder only.

Select all relevant areas.

- Private sector/company/Executive Management/Board Self Employed
- Public sector/state, Executive Management/Board ⁽ⁱ⁾ Retired
- Political or Public Office ⁽ⁱⁱ⁾ Student
- Public Sector/State Company, Other Unemployed
- Private Company

⁽ⁱ⁾ Public sector or state, Executive Management/Board includes:

Members of the administrative, management or supervisory bodies of any State owned enterprise.

⁽ⁱⁱ⁾ Political or Public Office includes:

Heads of State and Government Ministers and Deputy Assistant Ministers, Members of Parliament, Member of Supreme or Constitutional courts or similar members of Courts of Auditors or of the Board of Central Bank, Ambassadors, Consul General, Chargé d'affaires and High-Ranking officers within the armed forces.

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PESTON & SONS SECURITIES TERMS AND CONDITIONS

- 1. Parties** - In this Agreement, the term "You" and "Your" shall mean You, individually, individual(s), Corporation(s) or Party/Parties who is/are the Account owner(s), has/have an interest in the Account(s), and consent(s) to be bound by the Terms of this Agreement and each other party on whose behalf may use the services at any time. All references to "We", "Us" or "Our" shall refer to Peston & Sons Securities, its employees, officers and directors. **THE FOLLOWING IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND US AND GOVERNS YOUR RELATIONSHIP WITH US. BY CONDUCTING TRANSACTIONS WITH US, YOU ARE ACCEPTING AND AGREEING TO ABIDE BY ALL OF THESE TERMS AND CONDITIONS.**
- 2. Purchases and Sales** – We undertake on a "best efforts" basis, to sell or purchase securities on behalf of You, as per your instructions. Until such time as You receive a confirmation order of the sale and/or purchase, we shall not warrant that any trade, in whole or in part, can be completed.
- 3. Delivery** – You shall upon notice of the company, deliver all documents and any funds necessary to complete the purchase or sale to be executed by Us as authorized and instructed by You.
- 4. Fees** – In all transactions that We make on Your behalf, You pay a handling fee of 1%. This fee of 1% is levied on either the sale or purchase of Securities.
- 5. Currencies** – US Dollars will be used for all trade transactions unless otherwise agreed and set forth in the confirmation order.
- 6. Applicable Law** – To the maximum extent permitted by Applicable Law, this Agreement shall be governed by and construed in accordance with all relevant Rules and Regulations, and Customs of the Exchange or Market wherever executed.
- 7. Force Majeure** – We shall not be liable for loss caused directly or indirectly by any exchange or market ruling, government restriction, or any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of Us.
- 8. Risk** - You understand that all purchases of investments involve risk and may not be suitable to all purchasers. Losses may be in entirety on any or all purchases. The past performance of the price or value of any Asset, Security, Industry, Sector, Market, or Financial Product does not guarantee future results or returns.
- 9. Accuracy of New Account Application** - You herein confirm to Us that all information provided by You is accurate and of a legal and truthful nature.
- 10. Personal Information** – You affirm that You are of legal contracting age in your jurisdiction, or that Your entity has the legal authority to enter into this contract, and that You have read this contract. We shall keep Your details and transactions strictly confidential. You agree to notify Us in writing should there be any changes of material fact.
- 11. Termination** – You may close Your account at Your discretion after all Debit Balances are paid, by sending Us written notice at any time. The Terms and Conditions of this Agreement will survive termination of Your Account and will continue to apply to any disputed or other remaining matters involving Your relationship with Us. We may terminate this Agreement for any reason, effective immediately, by notifying You. Any outstanding balances due to You will be paid to You as instructed by You.
- 12. Electronic Transaction Confirmations and Account Statements**
- (A)** It is Your responsibility to review all confirmations of transactions immediately on receipt, whether delivered to you electronically, by postal mail or otherwise. You will notify Us of any objection to the Terms of a Confirmation within one (1) day after our receipt of Your confirmation. We are entitled to treat the Terms of the Confirmation as accurate and conclusive unless You object within two (2) days of receipt. In all cases, We reserve the right to determine the validity of Your objection.
- (B)** It is Your responsibility to review all Account statements promptly on receipt, whether delivered to You electronically, by postal mail or otherwise. You will notify Us of any objection (including any claim of improper transfers, omissions, check alterations, forgeries, other errors or fraudulent occurrences) to the information contained in Your Account statement (excluding securities transactions, which are covered by transaction confirmations as stated above) within five (5) days after Your receipt of the statement. We are entitled to treat the information contained in the Account statement as accurate and conclusive unless You object within five (5) days of receipt. In all cases, we reserve the right to determine the validity of Your objection to the information contained in the Account statement.
- 13. Change to Terms and Conditions** – Upon notice to You, We may add, delete or otherwise modify any portion of this Agreement, in whole or in part at any time. Your continued use of the Services ten (10) days after receipt of such notice shall represent Your acceptance of such terms.
- 14. Prior Agreements** – All previous agreements between You and Us are superseded by the Terms and Conditions herein.
- 15. Authorized Signatures** – Signatures given below will be used in this and further transactions between You and Us as a means of identification. You agree that the signature(s) below are accurate and signed by You or Your Entities. By signing this agreement You and or Your Entities are legally bound and agree to these terms and conditions.

By signing and dating this document, I/We state that all the information herein is true and correct and that I will contact Peston & Sons Securities in reasonable time if any material changes occur. Peston & Sons Securities reserves the right to verify the accuracy of the information provided but has no duty to do so, and to contact those deemed necessary in any verification process.

Signatures

Signature of Primary Account Holder

Date

Signature of Joint Account Holder (where applicable)

Date