



Super Ball Deposit Account Opening Application

Date:

To: SUMITOMO MITSUI BANKING CORPORATION
(INCORPORATED IN JAPAN WITH LIMITED LIABILITY)
HONG KONG BRANCH

For Bank's use only

Customer ID : _____

Account opened on : _____

We, _____

request you to open Super Ball Deposit account in the name of our Company.

In consideration of the Bank agreeing to open the aforesaid account, we have received, read and understood the following documents (collectively, the "Terms") provided to me in a language of our choice, in English and we agree to be bound by them as the same may be amended from time to time:

- (a) Master Terms and Conditions for Bank Accounts;
- (b) Important Facts Statement for Super Ball Deposit;
- (c) Indicative Term Sheet for Super Ball Deposits;
- (d) Risk Disclosure Statement for Super Ball Deposits (see attached Appendix A attached to the Indicative Term Sheet for Super Ball Deposits);
- (e) Standard Terms and Conditions for Super Ball Deposit (Appendix B attached to the Indicative Term Sheet for Super Ball Deposits);

We acknowledge and confirm that we have been invited to read the Terms (and, in particular, the Risk Disclosure Statement), to ask questions and to take independent advice if we wish. We have received, read and fully understood the contents of the Risk Disclosure Statement attached hereto as Appendix A and hereby confirm the Acknowledgment by Depositor as set out therein.

We also acknowledge that we fully understand that Super Ball Deposit is not an eligible deposit within the meaning of the Deposit Protection Scheme Ordinance (Cap. 581, Laws of Hong Kong), is not a protected deposit and is therefore not protected by the Deposit Protection Scheme in Hong Kong. Accordingly, the repayment of the Super Ball Deposit is not guaranteed by the said Deposit Protection Scheme.

We understand that the Bank is acting as principal and it will benefit from the origination and distribution of this product.

We are and will be acting as principal. We are not prohibited or restricted by any applicable securities or other laws or regulations from subscribing this product or from receiving this Application Form and any Hong Kong offering documents (or equivalent).

We acknowledge that we have been advised by the Bank to obtain appropriate professional advice where necessary before deciding to subscribe this product. We fully understand and accept the risk and return associated with the product(s) to be invested by us. We have sufficient net worth to be able to assume the risks and bear the potential losses of trading in the product. We confirm that we consider the above investment is suitable for us and is consistent with our financial situation, investment experience, investment objectives, and other relevant circumstances. We declare that we have made the investment decision based on our own judgment.

Yours faithfully,
For and on behalf of
Company Name:

Authorized Signature(s)
(Please sign with Co. Chop as filed with the Bank if applicable)

Management			KYC Control	BP / Dept. Head	S.V.

APPENDIX A

RISK DISCLOSURE STATEMENT FOR SUPER BALL DEPOSITS

Investment in the Super Ball Deposit involves significant risks. This Risk Disclosure Statement is not exhaustive and does not disclose all the risks associated with the Super Ball Deposit. You should consider carefully, and seek professional advice, if necessary, on whether the Super Ball Deposit is suitable for you in the light of your financial situation, investment experience and investment objectives and other relevant circumstances and decide for yourself whether the Super Ball Deposit meets your investment needs.

A. KEY RISKS OF SUPER BALL DEPOSIT

- **Not a time deposit** – Super Ball Deposit is NOT equivalent to, nor should it be treated as a substitute for time deposit. It is NOT protected deposit and is NOT protected by the Deposit Protection Scheme in Hong Kong.
- **Derivatives risk** – Super Ball Deposit is embedded with FX option. Option transactions involve risks, especially when selling an option. Although the premium received from selling an option is fixed, you may sustain a loss well in excess of such premium amount and your loss could be substantial.
- **Limited potential gain** - The maximum potential gain is limited to the aggregate of the Net Return on each Payment Date during the Tenor as mentioned in “Maximum potential gain” in the [Marketing Materials for Super Ball Deposit].
- **Maximum potential loss - Super Ball Deposit is not principal protected: you could lose all of your deposit amount.**
- **Not the same as buying the linked currency** – Investing in Super Ball Deposit is not the same as buying the linked currency directly. You will not receive the alternate currency if the relevant market rate appreciates.
- **Market risk** - The return of Super Ball Deposit is linked to the exchange rates of the principal currency against the linked currency. Movements in exchange rates can be unpredictable, sudden and drastic, and affected by complex political and economic factors.
- **Liquidity risk** - Super Ball Deposit is designed to be held till maturity. The Bank may at its absolute discretion refuse to consent to any cancellation or withdrawal request before maturity.
- **Credit risk of the Bank** - Super Ball Deposit is not secured by any collateral. When you invest in this product, you will be relying on the Bank’s creditworthiness. If the Bank becomes insolvent or defaults on its obligations under this product, you can only claim as an unsecured creditor of the Bank. In the worst case, you could suffer a total loss of the deposit amount.
- **Currency risk** - If the principal currency and/or linked currency is not in your home currency, and you choose to convert it back to your home currency upon maturity, you may make a gain or loss due to exchange rate fluctuations.

B. OTHER GENERAL RISKS

RISK OF SECURITIES TRADING

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

RISK OF TRADING FUTURES AND OPTIONS

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as “stop-loss or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

OPTIONS

1. Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin. If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash

or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin. If the option is “covered” by the seller holding a corresponding position in the underlying interest or a futures contract or another option the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

ADDITIONAL RISK COMMON TO FUTURES AND OPTIONS

2. Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

3. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair value”.

4. Deposited cash and property

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

5. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

6. Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

7. Currency risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

8. Trading facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, you should ask the firm with which you deal for details in this respect.

9. Electronic trading

Trading on electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of a system failure may be that your order is either not executed according to your instructions or is not executed at all.

10. Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

C. ACKNOWLEDGMENT BY DEPOSITOR

The Depositor acknowledges and confirms that it has received a copy of all the relevant terms and conditions issued by the Bank governing the Super Ball Deposit (including but not limited to the Risk Disclosure Statement for Super Ball Deposits) and that it understands fully the contents thereof and agree to be bound by them. The Depositor also acknowledges that the above general statement may not disclose all the risks associated with the Super Ball Deposit but will rely on its own independent judgments or the advice from its professional advisers.

The Depositor further confirms its acknowledgement that:-

1. the Depositor is aware of and understand fully the nature of the Super Ball Deposit and all the risks associated with it (including but not limited to the risks described in the Risk Disclosure Statement for Super Ball Deposits);
2. the Depositor understands that currency markets are subject to complex risks and may be volatile and unpredictable and that accordingly, certain degree of risk of loss in relation to interest income and/or principal is present and such losses may occur quickly and in an unanticipated magnitude;
3. as a sophisticated depositor, the Depositor is able to evaluate and appreciate the risks involved in a Super Ball Deposit and is prepared to bear and are capable of bearing (financially and otherwise) all risks associated with the Super Ball Deposit;
4. the Depositor has carefully considered whether the Super Ball Deposit is suitable for it in the light of it's financial situation, investment experience, investment objectives and other relevant circumstances and has independently decided to place the Super Ball Deposit with the Bank on the Depositor's own accord; and
5. any financial or market information, projection, statement or opinion provided by the Bank to the Depositor are for the Depositor's reference only and the Bank makes no representation or warranty to, and shall not be responsible for, the completeness or accuracy of such information, projection, statement or opinion.