



Section 1

Client Particulars

Please complete in BLOCK LETTERS and tick the appropriate boxes.
Print and return the completed and signed form to SBI FX Co., Limited("ZILLION")

Account Type ☐ Recognized Counterparty ☐ Institutional

Entity Type ☐ Private Company ☐ Public Company (Stock Exchange:_____ Ticket Symbol:_____)

☐ Others Please Specify _____

Company Name English Chinese (if any)

Doing Business As (DBA) English Chinese (if any)

Place of Incorporation (Country)

Company Registration No. Global Intermediary Identification No. (GIIN)

Date of Incorporation (Day/Month/Year) Number of Years in that Business

Nature of Business ☐ Financial Services ☐ Banking ☐ Others Please specify

Company's Regulatory Authority ☐ SFC Registration No. ☐ HKMA Registration No. ☐ Others Please specify

Registered Office Address in the Place of Incorporation

Country

Business / Mailing Address: ☐ Same as Registered Office Address ☐ Otherwise, please specify

*PO Box will not be accepted

Country

Company Website Business Phone No. Business Fax No.

Are (i) you; and/or (ii) your directors and/or senior officials and/or authorized persons; and/or (iii) spouse, partner, child(ren) and/or parent(s) of your directors and/or senior officials and/or authorized persons; and/or (iv) spouse(s) or partner(s) of the child(ren) of your directors and/or senior officials and/or authorized persons; and/or (v) the close associate(s) and/or the close associate(s)¹ of your directors and/or senior officials and/or authorized persons currently or previously entrusted with prominent public functions (e.g. Heads of State, Heads of government, senior politicians/important political party officials, senior government officials, senior judicial officials, senior military officials, senior executives of any state-owned enterprises or religious leaders) for any city, region or country?

☐ No ☐ Yes Please specify

Is any major shareholder whose shareholding is 10% of above, or director, or your authorized person or the ultimate beneficial owner(s) himself/herself, a relative or any employee or director of ZILLION?

☐ No ☐ Yes Please specify

Are you a "professional investor" as defined in paragraphs (a) to (i) of the definition of "professional investor" in Section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance and agreed to be treated as such? Please see refer to Part 14 of the Account Application for details.

☐ No ☐ Yes

¹ a person is a "close associate" of an individual if the person is: (a) an individual who has close business relationship with the first-mentioned individual, including an individual who is a beneficial owner of a legal person or trust of which the first-mentioned individual is also a beneficial owner; or (b) an individual who is the beneficial owner of a legal person or trust is set up for the benefit of the first-mentioned individual.



Section 2

Corporate Structure

Particulars of major shareholders whose shareholding is 10% or above. (*Not applicable to public listed company)

A	Name of Shareholder	Percentage of Shareholding	%
Residential Address			
B	Name of Shareholder	Percentage of Shareholding	%
Residential Address			
C	Name of Shareholder	Percentage of Shareholding	%
Residential Address			
D	Name of Shareholder	Percentage of Shareholding	%
Residential Address			
E	Name of Shareholder	Percentage of Shareholding	%
Residential Address			

Particular of directors of the Client

A	Name of Director	B	Name of Director
C	Name of Director	D	Name of Director
E	Name of Director		



Section 3

Ultimate Beneficial Owner

Particulars of ultimate beneficial owners of your company (i.e. an individual who (i) owns or controls, directly or indirectly, not less than 10% of the issued share capital of you; or (ii) is, directly or indirectly, entitled to exercise or control the exercise of not less than 10% of the voting rights at general meetings of you; or (iii) exercises ultimate control over the management of you; or if you are acting on behalf of another person, the other person). (Certified copies of HKID or passport are required.)

Beneficial Owner 1

Name	English	Chinese		
Date of Birth	Day/Month/Year	Nationality		
Type of Identification	<input type="checkbox"/> Government ID	<input type="checkbox"/> Passport	<input type="checkbox"/> Others, please specify	Country of Issue
	ID No.	ID No.	ID Type	ID No.
Residential Address ²	*PO Box will not be accepted			
	Province ³	Country ³	Postal Code ³	
Permanent Address ²	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Otherwise, please specify			
	Province ³	Country ³	Postal Code ³	

Is (i) the ultimate beneficial owner; and/or (ii) the ultimate beneficial owner's spouse, partner, child(ren) and/or parent(s); and/or (iii) spouse(s) or partner(s) of the ultimate beneficial owner's child(ren); and/or (iv) the ultimate beneficial owner's close associate(s)⁴ currently or previously entrusted with prominent public functions (e.g. Heads of State, Heads of government, senior politicians/important political party officials, senior government officials, senior judicial officials, senior military officials, senior executives of any state-owned enterprises or religious leaders) for any city, region or country?

☐ No ☐ Yes (Please specify)

Beneficial Owner 2

Name	English	Chinese		
Date of Birth	Day/Month/Year	Nationality		
Type of Identification	<input type="checkbox"/> Government ID	<input type="checkbox"/> Passport	<input type="checkbox"/> Others, please specify	Country of Issue
	ID No.	ID No.	ID Type	ID No.
Residential Address ²	*PO Box will not be accepted			
	Province ³	Country ³	Postal Code ³	
Permanent Address ²	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Otherwise, please specify			
	Province ³	Country ³	Postal Code ³	

Is (i) the ultimate beneficial owner; and/or (ii) the ultimate beneficial owner's spouse, partner, child(ren) and/or parent(s); and/or (iii) spouse(s) or partner(s) of the ultimate beneficial owner's child(ren); and/or (iv) the ultimate beneficial owner's close associate(s)⁴ currently or previously entrusted with prominent public functions (e.g. Heads of State, Heads of government, senior politicians/important political party officials, senior government officials, senior judicial officials, senior military officials, senior executives of any state-owned enterprises or religious leaders) for any city, region or country?

☐ No ☐ Yes (Please specify)

² Please submit address proof (issued within 3 months)

³ Must be completed for address out of Hong Kong

⁴ a person is a "close associate" of an individual if the person is: (a) an individual who has close business relationship with the first-mentioned individual, including an individual who is a beneficial owner of a legal person or trust of which the first-mentioned individual is also a beneficial owner; or (b) an individual who is the beneficial owner of a legal person or trust is set up for the benefit of the first-mentioned individual.

**Beneficial Owner 3**

Name		English	Chinese
Date of Birth		Day/Month/Year	Nationality
Type of Identification		<input type="checkbox"/> Government ID <small>ID No.</small> <input type="checkbox"/> Passport <small>ID No.</small> <input type="checkbox"/> Others, please specify <small>ID Type</small> <small>ID No.</small> <small>Country of Issue</small>	
Residential Address ⁵ <small>*PO Box will not be accepted</small>			
Province ⁶		Country ⁶	Postal Code ⁶
Permanent Address ⁵ <input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Otherwise, please specify			
Province ⁶		Country ⁶	Postal Code ⁶

Is (i) the ultimate beneficial owner; and/or (ii) the ultimate beneficial owner's spouse, partner, child(ren) and/or parent(s); and/or (iii) spouse(s) or partner(s) of the ultimate beneficial owner's child(ren); and/or (iv) the ultimate beneficial owner's close associate(s)⁷ currently or previously entrusted with prominent public functions (e.g. Heads of State, Heads of government, senior politicians/important political party officials, senior government officials, senior judicial officials, senior military officials, senior executives of any state-owned enterprises or religious leaders) for any city, region or country?

☐ No ☐ Yes (Please specify) _____

Beneficial Owner 4

Name		English	Chinese
Date of Birth		Day/Month/Year	Nationality
Type of Identification		<input type="checkbox"/> Government ID <small>ID No.</small> <input type="checkbox"/> Passport <small>ID No.</small> <input type="checkbox"/> Others, please specify <small>ID Type</small> <small>ID No.</small> <small>Country of Issue</small>	
Residential Address ⁵ <small>*PO Box will not be accepted</small>			
Province ⁶		Country ⁶	Postal Code ⁶
Permanent Address ⁵ <input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Otherwise, please specify			
Province ⁶		Country ⁶	Postal Code ⁶

Is (i) the ultimate beneficial owner; and/or (ii) the ultimate beneficial owner's spouse, partner, child(ren) and/or parent(s); and/or (iii) spouse(s) or partner(s) of the ultimate beneficial owner's child(ren); and/or (iv) the ultimate beneficial owner's close associate(s)⁷ currently or previously entrusted with prominent public functions (e.g. Heads of State, Heads of government, senior politicians/important political party officials, senior government officials, senior judicial officials, senior military officials, senior executives of any state-owned enterprises or religious leaders) for any city, region or country?

☐ No ☐ Yes (Please specify) _____

⁵ Please submit address proof (issued within 3 months)

⁶ Must be completed for address out of Hong Kong

⁷ a person is a "close associate" of an individual if the person is: (a) an individual who has close business relationship with the first-mentioned individual, including an individual who is a beneficial owner of a legal person or trust of which the first-mentioned individual is also a beneficial owner; or (b) an individual who is the beneficial owner of a legal person or trust is set up for the benefit of the first-mentioned individual.



Beneficial Owner 5

Name	English	Chinese		
Date of Birth	Day/Month/Year	Nationality		
Type of Identification	<input type="checkbox"/> Government ID ID No.	<input type="checkbox"/> Passport ID No.	<input type="checkbox"/> Others, please specify ID Type	Country of Issue
Residential Address ⁵ *PO Box will not be accepted				
Province ⁶		Country ⁶	Postal Code ⁶	
Permanent Address ⁵ <input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Otherwise, please specify				
Province ⁶		Country ⁶	Postal Code ⁶	

Is (i) the ultimate beneficial owner; and/or (ii) the ultimate beneficial owner's spouse, partner, child(ren) and/or parent(s); and/or (iii) spouse(s) or partner(s) of the ultimate beneficial owner's child(ren); and/or (iv) the ultimate beneficial owner's close associate(s)⁷ currently or previously entrusted with prominent public functions (e.g. Heads of State, Heads of government, senior politicians/important political party officials, senior government officials, senior judicial officials, senior military officials, senior executives of any state-owned enterprises or religious leaders) for any city, region or country?

☐ No ☐ Yes (Please specify) _____

⁵ Please submit address proof (issued within 3 months)

⁶ Must be completed for address out of Hong Kong

⁷ a person is a "close associate" of an individual if the person is: (a) an individual who has close business relationship with the first-mentioned individual, including an individual who is a beneficial owner of a legal person or trust of which the first-mentioned individual is also a beneficial owner; or (b) an individual who is the beneficial owner of a legal person or trust is set up for the benefit of the first-mentioned individual.



Section 4

Business Activities

Please describe your company's business plan / objective and philosophy

Purpose of Opening the Account

☐

Proprietary Trading

☐

Investment

☐

Hedge Exposure

☐

Others

Please specify

If the primary purpose of the account is not to engage in investment or financial activities, What is the nature of the company's business?

In what geographic area does the company operate and have office?

List of Countries where the Company has Business Operations:

Will the funds in the company's account derive solely from company capital or on behalf of those listed as company owners?

☐

Yes

☐

No

Will the funds in the company's account be to invest on behalf of, or manage the investments of non-disclosed 3rd parties?

☐

Yes

☐

No

Does your company clear for or offer correspondent accounts to other financial institutions?

☐

Yes

☐

No



Section 5

General Compliance

Do you appoint a designated person responsible for the AML compliance program? If so, please provide details.

☐ Yes

☐ No

Name	Title	Email Address
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Is your AML compliance program supervised by the board of directors or a senior committee?

☐ Yes

☐ No

Is your AML compliance program audited internally and externally at least annually?

☐ Yes

☐ No

Is your AML compliance program applied to all of your branches and subsidiaries in the home country and in locations outside of that jurisdiction?

☐ Yes

☐ No

Is your AML compliance program in writing?

☐ Yes

☐ No

Is your AML compliance program compliance with the recommendations of the FATF or with other equal standards?

☐ Yes

☐ No

Does your AML compliance program at a minimum include the following items?

☐ Yes

☐ No

- (a) Policies and procedures to prevent money laundering and terrorist financing.
- (b) A written know-your-customer procedure.
- (c) Policies and procedures prohibiting accounts/relationships with shell bank (i.e., a shell bank is defined as a bank incorporated in a jurisdiction in which it has no physical presence and which is unaffiliated with a regulated financial group.).
- (d) Policies and procedures covering relationships with Politically Exposed Persons, their family and close associates.
- (e) Policies and procedures to screen customers and transactions against list of persons, entities or countries issued by government/competent authorities.
- (f) Policies and procedures to prevent and detect suspicious transactions and report them to appropriate authorities as applicable.
- (g) Policies to reasonably ensure that you only operate with correspondent banks that possess licences to operate in their countries of origin.
- (h) Record retention procedures that comply with applicable law.

Does your know-your-client procedure obtain and verify information regarding your customer's true identity?

☐ Yes

☐ No

Does your know-your-client procedure identify, verify and screen beneficial owners of funds?

☐ Yes

☐ No

Does your know-your-client procedure collect information regarding your customers' business activities?

☐ Yes

☐ No

Does your know-your-client procedure identify your customer's source of funds?

☐ Yes

☐ No

Does your know-your-client procedure obtain information regarding the nature of anticipated transactional activities?

☐ Yes

☐ No

Does your know-your-client procedure document your customers' identification and KYC information?

☐ Yes

☐ No

Does your know-your-client procedure review and update customer information relating to high risk client information?

☐ Yes

☐ No

Is your know-your-client procedure designed on a risk based approach requiring enhanced due diligence for customers that you believe they pose a heightened risk to your firm?

☐ Yes

☐ No



Do you have AML training programs to relevant employees and 3rd parties (applicable if you employ the 3rd parties to carry out some of your functions) on at least an annual basis that include the following items?

☐ Yes

☐ No

- (a) Identification and reporting of transactions that must be reported to government authorities.
- (b) Examples of different forms of money laundering involving the FI's products and services.
- (c) Internal policies to prevent money laundering.

Do you retain records of its training sessions including attendance records and relevant training materials used?

☐ Yes

☐ No

Do you communicate changes in AML related laws or internal policies or procedures to relevant employees?

☐ Yes

☐ No

If you clear for other FI, do you have policies and procedures in place to ensure these downstream accounts have adequate AML measures in place?

☐ Yes

☐ No

Do you maintain branches, subsidiaries or downstream correspondent accounts in jurisdictions where financial institution secrecy laws prevent the reporting of customer information or suspicious transactional activities to the parent company? If yes, please list of the jurisdictions.

☐ Yes

☐ No

Do you certify to us and re-certify on an annual basis that you have implemented and are continuously performing the specified requirements of your AML program and KYC procedure?

☐ Yes

☐ No

Section 6

Litigation and Reputation Risk

Have there been any incidents reported having an adverse impact on the reputation of your company in the past 3 years?

☐ Yes

☐ No

Is there any material customer complaint against your company or any of your director, officer, employee or associate outstanding for more than 6 months?

☐ Yes

☐ No

Has there been any Hong Kong legal judgement or disciplinary action associated with your company (including any predecessor companies or acquired affiliates) or any of your director, officer, employee or associate for the last 3 years?

☐ Yes

☐ No

Has your company or any of your director, officer, employee or associate been the subjects of any litigation, investigation or licence revocation by any regulatory authorities in the last 3 years?

☐ Yes

☐ No

Does your company expect to become involved in any litigation or other disputes?

☐ Yes

☐ No

Has your company been the subject of a receiving or winding-up order, or has it entered into any arrangement with its creditors?

☐ Yes

☐ No

Has your company or any of your director, officer, employee or associate been involved in any legal proceedings relating to its business as a broker?

☐ Yes

☐ No

Has any of your director or officer ever been declared bankrupt, or been involved in insolvency proceedings?

☐ Yes

☐ No

Has any of your director or officer been convicted of a criminal offence? If so, please provide details.

☐ Yes

☐ No

If you have answered "yes" to any of the above questions, please provide details.



Section 7

Account Setting

Security Question

Please choose ONE security question below and provide answer.

☐ What is your first pet's name?

☐ What was the first street you lived on?

☐ What is your nickname?

☐ What is your Mother's maiden name?

Email Address

* This email address will be used for receiving password and statement email notification. Where email is preferred, the provision of daily statements and monthly statements will be made available on the Client's Account under the platform accessible by your login name and password. You will be notified about the availability of these documents by email. Please read additional risk disclosure statements in the Terms of Business. You are advised (i) to notify us promptly if you wish to change your email address, (ii) to review all these documents and (iii) to report to us if you find any errors in these documents.

Preferred Language for Email Communication: ☐ English

☐ Traditional Chinese

☐ Simplified Chinese

Note for Password

* After submitting this Account Application, you will receive a system generated temporary password. Do not share your password with anyone as it provides access to trade on your Account. You must change the password immediately upon logging in. Please be advised the Account will not be fully functional until you confirm your new password.

1. Non-transactional fees

<input type="checkbox"/> YES <input type="checkbox"/> NO	Fee types	Remarks
<input type="checkbox"/> YES <input type="checkbox"/> NO	Setup fee	A one-time setup fee of US\$[] will be charged for delivery of any administrative, infrastructure and technical services required to connect you to our System to enable your use of Service. The one-time setup fee is due and payable by you to us on the [] Business Day upon execution of the Account Agreement.
<input type="checkbox"/> YES <input type="checkbox"/> NO	Price feed fee	In any given calendar month, if the trade volume of all of your Accounts falls below [], a monthly price feed fee of US\$[] will be charged. The monthly price feed fee is due and payable by you to us on the [] Business Day of the then following calendar month.
<input type="checkbox"/> YES <input type="checkbox"/> NO	System maintenance fee	The system maintenance fee of US\$[] is chargeable in each calendar month. The monthly system maintenance fee is due and payable by you to us on the [] Business Day of the then following calendar month.

2. Transactional fees

☐

Mark-up

Transactional fees are added on the spread. Spread is the difference between the bid and the ask price of a currency pair. The spread may vary according to market conditions and liquidity.

ZILLION may take a trading profit from its back-to-back transaction with respect to the Client's transactions with ZILLION, which, under normal circumstances, would not exceed the following range:
 · [1 pip] in each leveraged foreign exchange transaction.

☐

Commission

The Client agrees to pay commissions to ZILLION in the following terms. Such commissions shall be due and payable from the Client to ZILLION on a transactional basis, i.e., when the Client gives an Order to open a new position. The Client authorises ZILLION to debit such commissions from the Client's Account when they fall due.

Currency pair	Commission per 1 million US dollars notional value traded round turn	Currency pair	Commission per 1 million US dollars notional value traded round turn
AUD/JPY	US\$[]	GBP/JPY	US\$[]
AUD/NZD	US\$[]	GBP/USD	US\$[]
AUD/USD	US\$[]	NZD/JPY	US\$[]
EUR/AUD	US\$[]	NZD/USD	US\$[]
CHF/JPY	US\$[]	USD/CAD	US\$[]
EUR/CHF	US\$[]	USD/CHF	US\$[]
EUR/GBP	US\$[]	USD/JPY	US\$[]
EUR/JPY	US\$[]	CAD/JPY	US\$[]
EUR/NZD	US\$[]	GBP/AUD	US\$[]
EUR/USD	US\$[]	AUD/CHF	US\$[]
GBP/CHF	US\$[]		

The Client hereby confirms that the Client agrees to pay the above mentioned fees and that the Client authorizes ZILLION to deduct the amounts which are due and payable from the Client's Account.

_____ Client's Signature	_____ Date (Day/Month/Year)
_____ Company Chop	_____ Name of Authorized Person



Section 9

Declaration and Signature

To: SBI FX Co., Limited ("ZILLION")

1. The Client hereby applies for leveraged foreign exchange trading service by ZILLION.
2. The Client has examined the information provided by us on this Account Application, and that it is true, correct and complete. The Client agrees that all personal data provided may be used by ZILLION in connection with verification/administration procedures, and disclosed for any other purposes in accordance with the Personal Data (Privacy) Ordinance. The Client authorizes ZILLION to contact anyone, including banks, brokers or any credit agency, at any time, for the purpose of verifying the information provided on this Account Application. The Client has read and agrees to the data protection provisions set out in clause 29 of the Terms of Business.
3. The Client hereby declares and warrants that the information given in this Account Application is complete, true and accurate, and that the Client has not willfully withheld any material facts/information. The Client shall give ZILLION written notice of any changes in the Client's particulars.
4. The Client is authorized to execute and deliver this Account Agreement.
5. The Client confirms that the funds for such investments will be paid from the Client's bank account.
6. The Client declares that the Client has read and understood the provisions set out in this Account Application and the Terms of Business in Appendix 1. The Client hereby instructs and authorizes ZILLION to carry out the Client's instructions as indicated on this Account Application. The Client agrees and acknowledges that the value of the investment(s) may go down and up and that instructing ZILLION to apply for any investments on the Client's behalf confirms that the Client is prepared to accept this risk and any other associated risks. ZILLION will have no liability whatsoever to the Client for any losses the Client may suffer as a result of the performance of any investment(s). If any foreign exchange conversion is involved in the abovementioned transaction(s), the Client agrees to accept the foreign exchange rates contracted by ZILLION.
7. The Client confirms that the leveraged foreign exchange contracts are not being directly or indirectly acquired by or on behalf of any US person** or by any other persons prohibited by the law of any relevant jurisdictions from acquiring the leveraged foreign exchange contracts and that the Client will not sell, transfer or otherwise dispose of any such leveraged foreign exchange contracts directly or indirectly, to or for the account of any US person** or in the United States of America, or to any person prohibited by the law of the relevant jurisdictions from acquiring the leveraged foreign exchange contracts.

**US person means the US person who is subject to US federal income tax laws or the US person as defined by Regulation S of the US Securities Act of 1933, the US Inland Revenue Service and the US Commodity Futures Trading Commission.
8. "Law and Regulation" includes law, statute, ordinance (including the Securities and Futures Ordinance and its subsidiary legislation), regulation, code (including the Securities and Futures Commission's Code of Conduct) or other principle, directive, order, guidance note or circular of any competent statutory or regulatory authority of Hong Kong or elsewhere.
9. Words and expressions defined in the Terms of Business set out in the Terms of Business shall have the same meanings when used in this Account Application (including appendices) unless otherwise defined or the context requires otherwise.
10. This Account Application, including its appendices, is not an agreement for the provision of financial advisory services or financial planning services.
11. The Client agrees that all of the Client's Authorised Persons shall observe and comply with all applicable law and regulation, the provisions of this Account Application and the Terms of Business. The Client shall be liable for any breach or non-compliance by any of those Authorised Persons of all applicable law and regulation, any term of this Account Application and the Terms of Business. All warranties, indemnities, obligations and promises granted or undertaken by the Client, under this Account Application and the Terms of Business in relation to the Client's own acts and omissions shall extend to the acts and omissions of any of those Authorised Persons.
12. The Client confirms that the Client has received, read, understood and that the Client agrees to be bound by this Account Application and its appendices, including the Terms of Business set out in Appendix 1.
13. The Client expressly agrees that only one original copy of this Account Application (and the Account Application's appendices, where applicable) will be executed and that this will be retained by ZILLION. The Client agrees that the Client shall notify promptly ZILLION in writing about any other change to any of the information provided in this Account Application, and/or in the relevant document(s) originally forwarded to ZILLION.
14. The Client confirms that the risk disclosure statements are provided to him / her, and the Client has been invited to read the risk disclosure statements in clause 1 of the Terms of Business, ask questions that the Client may have, and take independent advice if the Client so wishes.
15. The Client agrees to pay the fees and charges set out in Section 8 in this Account Application and section 9 Fees and Charges and Other Costs in the Terms of Business in Appendix 1 or such other fees and charges as ZILLION may prescribe from time to time.
16. The Client agrees to ZILLION deducting from the Client's account the Fees and Charges payable to ZILLION, as set out in Section 8 in this application form and section 9 Fees and Charges and Other Costs in the Terms of Business in Appendix 1, and for ZILLION to retain or remit these Fees and Charges to service providers.
17. The Client hereby instructs and authorizes ZILLION to carry out the Client's instructions as indicated on this form. The Client is fully aware of the investment risks, and the Client is prepared to accept these risks.
18. The Client hereby agrees and undertakes to indemnify and hold ZILLION harmless against any losses, damages, costs and expenses, legally or otherwise, that ZILLION may sustain, suffer or incur as a result of this Account Application.

Client's Signature

Date (Day/Month/Year)

Company Chop

Name of Authorized Person

Section 10

Personal Information Collection Statement

1. SBI FX Co., Limited ("**ZILLION**") is committed to protecting and safeguarding the privacy, confidentiality and security of individual's personal information. It is the responsibility of all of our employees to comply with the requirements in PDPO. We set out below, among others, what kinds of personal information we collect from you and how we handle such personal information.
2. From time to time, it is necessary for you to supply ZILLION with data in connection with the opening or continuation of the Client's Account and the receipt of the services provided under the Terms of Business and Account Application (together, "**Account Agreement**"), the application for or maintenance of a demo account, your inquiries made to us, provision of financial services and compliance with any laws, guidelines or requests issued by regulatory or other authorities.
3. Unless such data could be obtained from other affiliates of ZILLION to which you have previously provided the same, failure to supply such data to ZILLION may result in it being unable to open or continue your Account, to provide services under the Account Agreement, to open or maintain your demo account, to respond to your inquiries, to provide you with financial services or to comply with any laws or guidelines issued by regulatory or other authorities.
4. The personal information that we collect and/or hold includes information that you provide to us in the Account Agreement or other forms such as your personal details, contact information, education and training details, employment details, financial details, investment objectives and experience, bank account details and Account details, transaction records and communication records such as your Account balances, trading activity, your inquiries, and our responses, and information to verify your identity such as copy of identification document, background information we receive from public records or from other entities not affiliated with us and address proof.
5. The personal information collected by ZILLION (whether provided by you or any other person, and whether provided before or after you open the account) may be used by ZILLION for the following purposes necessary in providing services to you:
 - (a) operating internal control/verification procedures, including procedures in compliance with anti-money laundering laws and regulations;
 - (b) conducting credit and other status checks and assisting other institutions to conduct such checks;
 - (c) ongoing administration of your account;
 - (d) providing you with trading and related services related to leveraged foreign exchange trading;
 - (e) collection of any sums outstanding from you and those providing security for your obligations;
 - (f) marketing services or products as described in paragraph 12 below;
 - (g) maintenance of business records;
 - (h) meeting any legal, governmental or regulatory requirements of Hong Kong or other relevant jurisdiction including any disclosure or notification requirements; and
 - (i) any purpose relating thereto.
6. Personal data collected by ZILLION relating to you will be kept confidential but ZILLION may provide such information (whether provided by you or any other person, and whether provided before or after you open the Account) to the following parties, within or outside of Hong Kong, for the purposes set out in paragraph 5 above:
 - (a) any affiliates of ZILLION;
 - (b) any director, officer, employee of ZILLION or affiliates of ZILLION only when carrying out their respective business activities;
 - (c) any agent, contractor, liquidity provider or third party service provider who provides administrative, telecommunications, computer, trading, settlement, payment or clearing, nominee, custodian, anti-money laundering or other services to ZILLION or its affiliates;
 - (d) any bank or any trustee, registrar or custodian of any bank or custodian account in connection with the provision of any services to you by ZILLION or its affiliates;
 - (e) any professional advisor, insurer or auditor of ZILLION or their affiliates;
 - (f) any third party with which you have or propose to have dealings;
 - (g) credit reference agencies and, in the event of default, debt collection agencies;
 - (h) any person to whom ZILLION transfers, assigns or proposes to transfer or assign its interests and/or obligations in respect of the account or any services provided to the client;
 - (i) selected companies for the purpose of marketing services or products as described in paragraph 12 below; or
 - (j) any person to whom ZILLION is required by law, regulation, court order or request from any governmental or regulatory body to provide such data.
7. Cookies are small bits of information that are stored on your computer and that can be accessed by our website. ZILLION may use cookies to record your visit to our website for analyzing the number of visitors, general usage patterns and your personal usage patterns and improving your experience. Furthermore, ZILLION may set and access cookies on your computer in order that we are able to recognize your device and to retrieve information about your use of our website, enabling us to provide more useful features to you, to tailor the content of our website to suit your interests and, where permitted, provide you with promotional materials or direct marketing based on your usage patterns. You may opt not to accept cookies however you may not be able to utilize our website and its features fully. If you accept cookies, you acknowledge and agree that your information is being collected, stored, accessed and used as stated above.
8. ZILLION may from time to time transfer your personal data outside Hong Kong for any of the purposes set out in paragraph 5(a) to (e) and (g) to (i) of this notice including data processing or storage.



9. You have the right in accordance with the terms of the PDPO to:
- (a) check or enquire whether ZILLION holds personal data about you;
 - (b) request access to any such personal data held by ZILLION within a reasonable time, in a reasonable manner and in a form that is intelligible;
 - (c) request the correction of your personal data which is inaccurate;
 - (d) ascertain ZILLION's policies and practices in relation to data and to be informed of the kind of personal data held by ZILLION; and ZILLION may charge a reasonable fee for processing any data access request.
10. You may direct any request for access to and/or correction of personal data or for information regarding policies and practices of and the kinds of data held by ZILLION or the exercise of any "opt-out" right to the Compliance Officer at SBI FX Co., Limited, at Room A155, 16th Floor, Sun Life Tower, The Gateway, Harbour City, Kowloon, Hong Kong or via telephone number at (852) 2159 9011 or via email at cs@sbifx.com.hk.
11. Nothing in this notice shall limit the rights of the Client under the PDPO.
12. **ZILLION intends to use your personal data in direct marketing and ZILLION requires your consent (which includes an indication of no objection) for that purpose. In this connection, please note that:**
- i. the name, contact details, age, gender, identity document reference, marital status, products and other service portfolio information, transaction pattern and behavior, financial background and demographic data of you collected by ZILLION from time to time may be used in direct marketing;
 - ii. Financial related services and products arising out of or in connection with the business activities of ZILLION and its affiliates may be marketed;
 - iii. The above services and products may be provided by (i) the affiliates of ZILLION, (ii) third party financial institutions, insurers, securities and investment services providers, (iii) any business partners with whom ZILLION or its affiliates maintain business referral or other arrangements, and (iv) third party marketing service providers (collectively "Third Parties");
 - iv. In addition to marketing the above services and products itself, ZILLION also intends to provide the above personal data of you to all or any of the Third Parties for use by them in marketing their services and products, and ZILLION requires your written consent (which includes an indication of no objection) for that purpose; ZILLION is not allowed to use your personal data for the above voluntary purposes without your consent. In the absence of any "opt-out" request, ZILLION shall treat
 - v. the Account Agreement entered into with you or your subscription to our services as an indication of no objection to the use of your personal data for the above voluntary purposes; and
 - vi. If you do not wish ZILLION to use or provide to other persons your data for use in direct marketing as described above, you may exercise your "opt-out" right by notifying ZILLION.

☐

Please check this box shall you not wish ZILLION to contact you via phone or email with information on ZILLION's products, services and promotional offers.

BY SIGNING BELOW, THE CLIENT HEREBY CONSENTS TO THE CONTENTS OF THIS PERSONAL INFORMATION COLLECTION STATEMENT.

<hr/>	
Client's Signature	Date (Day/Month/Year)
<hr/>	
<hr/>	
Company Chop	Name of Authorized Person
<hr/>	



Section 11

Declaration by a Qualified Person

(who certifies Identification Documents and
Signing of the Account Application and Terms of Business)

I, the undersigned, hereby confirm that I have identified the Client who executed this application form before me, and that I have reviewed the original of his/her/their identification documents.

Name	Profession
SFC CE Number (if applicable)	Date (Day/Month/Year)
Signature	



Section 12

Document Checklist

1. Terms of Business
2. Account Application Form
3. Board Resolution
4. Certified true copy of the company search report⁸ or equivalent confirming the current directors, shareholders, registered office address and other details
5. Certified true copy of certificate of incorporation, business registration and memorandum and articles of association
6. An ownership chart⁹ showing that details of the ownership and control structure and the identification of the ultimate beneficial owner
7. Documentation establishing that an entity is regulated in the relevant jurisdiction with the appropriate regulatory category.
8. Certified true copy of identification document for ultimate beneficial owners and authorized representatives
9. Proof of residential address¹⁰ for each ultimate beneficial owner
10. A duly completed US declaration form

⁸The company search report or certificate of incumbency issued in the place of incorporation/registration within the last 6 months from the date of this application must be certified by the issuing company registry or the client's registered agent or a suitable certifier.

⁹The ownership chart should show the percentages of shareholding/ownership/control, full names of all the group entities and the place of incorporation/registration and place of business of each group entity.

¹⁰The proof of residential/institution address should be issued within the last 3 months from the date of signing this application form and may include a bank statement, utility bill, telecommunications invoices, government notice, account statement from a regulated financial institution or any other document acceptable to ZILLION.



Section 13

Board Resolution

Corporate Resolution

I, _____, Company Director / Company Secretary of _____ ("Company"), do hereby
Name Company Name

certify that the following resolutions were duly passed by the Board of Directors of the Company at a meeting held on _____ .
Date

It was resolved that:

- To open an account with SBI FX Co., Limited ("ZILLION") for the purpose of ZILLION's carrying, clearing, and settling leveraged foreign exchange Transactions undertaken by the Company.
- Each of the following person(s) (hereinafter the "Authorized Persons")

	First names, Last names	Date of birth	Nationality	ID Type	ID number	Specimen Signature
1						
2						
3						
4						

is/are authorized to open for and on behalf of the Company the Account with ZILLION and to execute and deliver on behalf of the Company the ZILLION's Account Agreement and any and all other documents requested by ZILLION in the process of opening the Account and to take any and all steps related thereto;

- The Authorized Persons shall have any and all powers to operate the Account, to transact any and all types of business with or through the Account and generally represent the Company in all of its relations with ZILLION, including but not limited to the designation of additional Authorized Persons in relation to the Account and/or the relationship with ZILLION;
- The Company acknowledges and accepts that ZILLION will not and cannot implement and observe collective signature rights for online trading activities (such as electronic trading orders, online approval of specific contracts or disclaimers, etc.) or electronic banking activities (such as online payments). The Company acknowledges and accepts that the Company is solely responsible for the distribution and/or use with its own organization of any Authenticators (such as username(s) and password(s)) relating to the Account. Whoever legitimates himself/herself with the correct Authenticators will be considered by ZILLION to be at all time duly authorized by the Company to operate the Account and generally use any all Services of ZILLION available to the Company;
- The Company shall certify to ZILLION the information about the Authorized Persons (including the authenticity of their signatures) and shall without delay inform ZILLION of any changes to such information and certify such changes to ZILLION, which shall be fully protected in relying on such certifications and shall be indemnified and held harmless from any and all loss, damage, liability, claims and expenses whatsoever resulting from honoring the signature(s) of any person so certified or refusing to honor any signature(s) not so certified;
- All the foregoing resolutions and certifications shall be valid and may be relied on by ZILLION notwithstanding any information to the contrary in the commercial register or any other similar register or in the Company's list of authorized signatories;

I further certify that the foregoing resolutions have not been modified or rescinded and are now in full force and effect and that the Company has the power under its governing instruments and applicable laws to take the action set forth in and contemplated by the foregoing resolutions.

In witness whereof, I have hereunto affixed my hand this

Signature of Company Secretary/Company Directors

Date

Print name of Company Secretary/Company Directors

Date

Section 14

Definitions of “Professional Investor”

The following statement refers to the Paragraphs (a) to (i) of the definitions of “professional investor” in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinances (“SFO”)

- a) any recognized exchange company, recognized clearing house, recognized exchange controller or recognized investor compensation company, or any person authorized to provide automated trading services under section 95(2) of the SFO;
- b) any intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong;
- c) any authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong;
- d) any insurer authorized under the Insurance Companies Ordinance (Cap 41), or any other person carrying on insurance business and regulated under the law of any place outside Hong Kong;
- e) any scheme which-
 - i. is a collective investment scheme authorized under section 104 of the SFO;
 - ii. or is similarly constituted under the law of any place outside Hong Kong and, if it is regulated under the law of such place, is permitted to be operated under the law of such place,
 or any person by whom any such scheme is operated;
- f) any registered scheme as defined in section 2(1) of the Mandatory Provident Fund Schemes Ordinance (Cap 485) (“MPFSO”), or its constituent fund as defined in section 2 of the Mandatory Provident Fund Schemes (General) Regulation (Cap 485 sub. leg. A), or any person who, in relation to any such registered scheme, is an approved trustee or service provider as defined in section 2(1) of the MPFSO or who is an investment manager of any such registered scheme or constituent fund;
- g) any scheme which-
 - i. is a registered scheme as defined in section 2(1) of the Occupational Retirement Schemes Ordinance (Cap 426) (“ORSO”); or
 - ii. is an offshore scheme as defined in section 2(1) of the ORSO and, if it is regulated under the law of the place in which it is domiciled, is permitted to be operated under the law of such place,
 or any person who, in relation to any such scheme, is an administrator as defined in section 2(1) of the ORSO;
- h) any government (other than a municipal government authority), any institution which performs the functions of a central bank, or any multilateral agency;
- i) except for the purposes of Schedule 5 to the SFO, any corporation which is -
 - i. a wholly owned subsidiary of-
 - (A) an intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or
 - (B) an authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong;
 - ii. a holding company which holds all the issued share capital of-
 - (A) an intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or
 - (B) an authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong; or
 - iii. any other wholly owned subsidiary of a holding company referred to in subparagraph (ii);