

# Cross-Country Foreign Currency Exchange Proposal

## 跨國外幣找換項目計劃投標書

<b>Proposed Project</b>	Cross-Country Foreign Currency Exchange Proposal
投標項目名稱	跨國外幣找換項目計劃投標書
<b>Proposal File Category</b>	Technical Strategy Proposal
投標文件分類	技術性計劃答覆書
<b>Proposing Firm</b>	THE KEITH & EVEN GROUP™
投標單位	THE KEITH & EVEN GROUP™
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## Proposal Statement 投標聲明

This document is based on or contains information related to the business, business or intellectual property of THE KEITH & EVEN GROUP™ (hereinafter referred to as “WE/US”), which is the proposal information data provided by us to **James Chunfu Lao** (hereinafter referred to as “THE CLIENT”). Without our permission, it shall not be used or disclosed to other organizations or institutions; all or part of the contents contained shall not be used or disclosed externally, and shall not be given to any third party who is a commercial competition to us. If THE CLIENT have any questions or hesitation about this proposal, please do not hesitate to inquire. We will do our best to give THE CLIENT an accurate and quick reply. If we win the bid, both parties (THE CLIENT and US) will negotiate in respect on specific terms to clarify the final contract. The specific terms of the project will be subject to the contract signed by both parties.

All transactions including this document shall be conducted under legal authority of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as “Hong Kong SAR”). If translated into Chinese, the English version of this document is the final explanation.

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包括本檔案在內的全部交易均在中華人民共和國香港特別行政區（以下簡稱“香港特別行政區”）的法律授權下進行。本檔案裡內容如發生解釋歧異，以英文版為最終解釋。

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THE KEITH & EVEN GROUP™  
**SAMPLE**

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# 1. Summery

## 概要

### 1.1 Purpose of Document 檔案編寫目的

WE are very to participate in the bidding of THE CLIENT's "Onshore CNY exchange for U.S. Dollars" inquiry. This proposal is written for the project plan "Cross-Country Foreign Currency Exchange Proposal" by THE KEITH & EVEN GROUP™, in January 2020 answering THE CLIENT's requirements for currency exchange service. This document is not regarded as the final contract of the project. The contents of this proposal mainly include the Quotation, Transaction Operation Scheme, Authorization of Participated Negotiator, General Information of Suppliers, other supporting documents (other supporting materials and qualification certificates to be provided in the competitive negotiation documents section). Through this document, WE hope to show THE CLIENT our good will to cooperation, our proposed solutions and staffing for the project; our strategy and implementation and system implementation, etc.

我們非常榮幸地參加貴客戶的專案招標。本檔案是 THE KEITH & EVEN GROUP™ 於 2020 年 1 月發佈的《跨國外幣找換項目計劃投標書》。本檔案是根據貴客戶的要求，提出的項目方案建議。本檔案不作為契約雙方關於本項目的最終契約。本檔案內容主要包括參加報價書、報價一覽表、運作方案、法律代表人授權委託書、供應商一般情況、其他證明檔案（按招標檔案格式整理的競爭性磋商檔案需要提供的其他證明材料和資質證書）等幾個方面。我們希望通過本檔案，讓貴客戶瞭解到我們與貴客戶進行合作的良好意願；我們擬議的對於本項目的解決方案和人員配備；我們進行諮詢和系統實施的成熟方法和工具等。

The contents and information contained in this document are intellectual properties of THE KEITH & EVEN GROUP™. Once leaked, it may be used by commercial competitors. Therefore, this document is only for the purpose of THE CLIENT's evaluation of us; in addition, it is not allowed to publish, use and copy any content of this document without our permission.

本檔案包含的內容和資訊屬於 THE KEITH & EVEN GROUP™ 的商業機密。一旦洩漏，可能被商業競爭者利用。因此本檔案僅限於貴客戶對我們作評估之用；除此之外，不得私自發佈、使用和複製本檔案的任何內容。

If we are lucky to win the bid and cooperate with THE CLIENT, the right to publish, use and copy the data in this document will be clearly stated in the contract signed

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## 1.2 Document Structure 檔案結構

The Topics of This Document Will Include the Following Sections  
本檔案主題將包括以下幾個部分：

Quotation  
報價書

Quotation List  
報價一覽表

Transaction Operation Scheme  
運作方案

Appendix 6-2 Statement of No Bad Behavior  
附件6-2 無不良行為聲明

Appendix 6-3 Company Statement  
附件6-3 公司聲明

Appendix 6-4 Other Relevant Commitments or Statements  
附件6-4 其他相關承諾或聲明

Appendix 7 List of Similar Cases of Suppliers  
附件7 供應商類似案例一覽表

Appendix 8 Strategy Plan and After-Sales Service  
附件8 服務方案及售後服務

Appendix 9 Implementation Team  
附件9 實施團隊

Authorization of Participated  
Negotiator

法定代表人授權委託書

General Information of Suppliers  
廠商一般情況表

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**SAMPLE**

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## 2. Authorization of Participated Negotiator 參加談判人員授權

### 2.1 Joint Authorization Letter 雙方聯合聲明信

**Not Applicable**  
暫不提供

### 2.2 Certification Documents 資質證明檔案

**Not Applicable**  
暫不提供

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**SAMPLE**

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### 3. Statement of Commitment 承諾聲明書

#### 3.1 Privacy Policy 隱私條例

WE take THE CLIENT's privacy seriously. Please read the following to learn more about our privacy policy.

我們認真及慎重處理貴客戶的私隱。請閱讀以下關於我們私隱政策的內容。

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##### *What This Privacy Policy Covers*

私隱政策的適用範圍

This policy covers how WE treat personal information that WE receive and collect, including information related to THE CLIENT's use of our products and services. Personal information is information that is personally identifiable like THE CLIENT's name, email address, or phone number, and that is not otherwise publicly available.

This policy does not apply to the practices of companies that we do not own or control, or to people that we do not manage.

私隱政策內容涵蓋我們如何處理收集或接收的個人資料，包括有關用戶瀏覽使用我們服務的資料。個人資料指可識別貴客戶身分的資料(如貴客戶的名字、地址、電郵地址或電話號碼)，及一般非公開的資料。

此私隱政策不適用於並非由我們擁有或控制的公司政策，也不適用於並非由我們聘用或管理的人士。

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##### *Information Collection and Use*

資料收集及運用

WE collect information when THE CLIENT register with US, when THE CLIENT use our products or services. WE may combine information about THE CLIENT that we have with information we obtain from business partners or other companies.

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我們在貴客戶登記、使用我們的服務時，均會收集貴客戶的個人資料。我們可以將貴客戶的個人資料與從商業夥伴或其他公司取得的資料結合。

When THE CLIENT register we ask for information such as THE CLIENT's name, email address, birth date, gender, occupation, and industry. For some products and services we might also ask for THE CLIENT's address, phone number, business registration number, and information about THE CLIENT. When THE CLIENT register with US and sign in to our services, THE CLIENT are not anonymous to us. 當貴客戶與我們登記時，我們會問及貴客戶的姓名、電郵地址、出生日期、性別、職位、及行業等。及在使用某些服務時，我們可能會問及貴客戶的其他個人資料，例如地址、電話號碼、商業登記証號碼及與貴客戶有關的資料。您成功與登記並登入使用我們的服務後，我們便會知悉貴客戶的身分。

WE may collect personal information that THE CLIENT provide where THE CLIENT submit information of other people to provide THE CLIENT's requested service.

我們會收集貴客戶所提供的他人資料來提供貴客戶要求的服務。

We do collect financial information, credit records, and banking information. 我們會紀錄例如信用卡及銀行紀錄。

We use the collected information for the following general purposes: to fulfill THE CLIENT's requests for products and services, improve our services, contact THE CLIENT, conduct research, and provide anonymous reporting for internal and external clients.

我們會使用資料作以下一般用途：為貴客戶提供貴客戶所要求的產品或服務、改善我們的服務、聯絡貴客戶、進行研究調查，及為公司或客戶提供不記名報告。

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### *Information Sharing and Disclosure*

#### 資訊共享及披露

We do not sell, share, rent, and otherwise intentionally made available THE CLIENT's personal information to non-associated parties except to provide products or services that THE CLIENT have requested, we have THE CLIENT's permission, or under the following circumstances

我們不會出售、共享、租用、或透露貴客戶的個人資料予他人或非附屬公司，除非已得到貴客戶的同意，或為向貴客戶提供貴客戶所要求的產品或服務、或在下列的情況下：

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We provide the information to trusted partners who work on behalf of or with US under confidentiality agreements.

我們將資料提供予有誠信的或與我們有保密協定的合作夥伴。

We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims.

我們回應傳票、法庭傳令、或法律程序、或為回應、制定或行使我們的法定權利或對索償作出辯護。

We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of OUR terms of use, or as otherwise required by law.

我們認為有必要分享有關資料以協助調查、預防、或就非法活動採取行動、或就懷疑詐騙、或因事件涉及或威脅到任何人的肉身安全、以及在防止違反我們的使用條款或違法之行為。

THE CLIENT's Right to Withdraw or Request Deletion of Personal Information  
撤回個人資料之權利

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### Confidentiality and Security 保密和安全

We limit access to personal information about THE CLIENT to employees who we believe reasonably need to come into contact with that information to provide products or services to THE CLIENT or in order to do their jobs.

我們認為有合理需要與貴客戶聯絡為貴客戶提供產品或服務或因其他工作關係有合理需要的僱員才可得知悉貴客戶的個人資料。

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### Changes to this Privacy Policy 私隱政策的修訂

WE may update this policy. We will notify THE CLIENT about significant changes in the way we treat personal information.

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我們可以不時修訂本私隱政策。如果我們在使用個人資料的規定上作出大修改的話，我們會通知貴客戶有關修訂。

### 3.2 Terms 條款

Thank THE CLIENT for using Currency Exchange Services provided by US. WE provide our service to THE CLIENT subject to the following Terms of Service ("TOS"), which may be updated by US from time to time without notice to THE CLIENT. The TOS becomes effective on the date that becomes publicly available and supersedes any previous version of TOS. In addition, when using particular services, THE CLIENT and US shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

歡迎貴客戶使用由我們所提供的外幣兌換服務。以下是我們的服務條款（下稱「服務條款」），我們按照條款向貴客戶提供這項服務。我們會不時修訂條款而無需特意通知貴客戶，修訂條款將即時生效，並取代舊有的條款。當貴客戶使用特定服務時，貴客戶亦需要遵守為特定服務的指引及規則。這些指引和規則均為本服務的一部分。

#### THE CLIENT'S Registration Obligations

貴客戶的註冊義務

In consideration of THE CLIENT's use of the Service, THE CLIENT agrees to 為了能使用本服務，貴客戶同意以下事項：

provide true, accurate, current and complete information about THE CLIENT his/herself as prompted by the Service's registration form (the "Registration Information") and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If THE CLIENT provide any information that is untrue, inaccurate, not current or incomplete, or WE have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, WE have the right to suspend or terminate THE CLIENT's relationship and refuse any and all current or future use of the Service (or any portion thereof).

依本服務註冊表之提示提供貴客戶本人正確、精確、最新及完整的資料（前開資料以下簡稱「登記資料」）。維持並立即更新「登記資料」，確保其為正確、

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精確、最新及完整。若貴客戶提供任何錯誤、不實、過時、不完整或有誤導成分的資料，或者我們有合理的理由懷疑前開資料為錯誤、不實、過時、不完整或有誤導成分的資料，我們有權暫停或終止貴客戶的服務，並拒絕貴客戶於現在和未來使用本服務之全部或一部。

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### *Privacy Policy*

#### 私隱條例

Please Refer to Section 3.1, Privacy Policy.  
請參考項目3.1，隱私條例瀏覽私隱政策。

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### *THE CLIENT's Conduct*

#### 貴客戶的行為

THE CLIENT understands that all Content, including text, photographs, graphics, messages, or other materials, whether publicly or privately transmitted, are the sole responsibility of the individual or entity that originates such Content. This means that THE CLIENT is solely responsible for all Content that THE CLIENT uploads, posts, submits or otherwise make available via OUR Service. WE do not control Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will WE be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

貴客戶了解一切的資訊、資料、文字、照片、圖形、信息或其他資料（以下簡稱「內容」），無論其為公開張貼或私下傳送，均為前開「內容」提供者之責任。易言之，貴客戶，而非我們，將對經由本服務上載、張貼、發送電子郵件或傳送之「內容」負完全的責任。我們無法控制經由本服務而張貼之「內容」，因此不保證前開「內容」之正確性、完整性或品質。在任何情況下，我們均不為任何「內容」負責，包含但不限於任何「內容」之任何錯誤或遺漏，以及經由本服務張貼、發送電子郵件或傳送而衍生之任何損失或損害。

THE CLIENT agree to not use OUR Service to  
貴客戶同意不將本服務作以下用途：

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此文件所載的內容乃保密，並可在法律上享有特權

(a). Upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

上載、張貼、或傳送任何非法、有害、脅迫、濫用、騷擾、侵害、中傷、粗俗、猥褻、誹謗、侵害他人私隱、有害或種族歧視的或道德上令人不快的「內容」；

(b). Harm minors in any way;

以任何方式傷害未成年人；

(c). Impersonate any person or entity or falsely state or otherwise misrepresent THE CLIENT's affiliation with a person or entity;

冒充任何人或機構或以虛偽不實的方式陳述或謊稱與任何人或機構之關係；

(d). Upload, post, transmit or otherwise make available any Content that THE CLIENT does not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as a result of confidential relationships or under nondisclosure agreements);

將依據任何法律或合約或信託關係和依據保密合約所得知或披露之內部消息或任何受法律或合約保護之任何「內容」加以上載、張貼或以其他方式傳送；

(e). Upload, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

將侵害任何人之任何專利、商標、營業祕密、版權或其他專屬權利（以下簡稱「權利」）之「內容」加以上載、張貼或以其他方式傳送；

(f). Upload, post, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose;

將任何未受權之廣告信函、促銷資料、「垃圾郵件」、「濫發信件」、「連鎖信件」、「直銷」或其他任何形式的勸誘資料加以上載、張貼或以其他方式傳送；

(g). intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;

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故意或非故意違反任何適用的本地、國家或國際法規，以及任何具有法律效力之規定；

(h). "Stalk" or otherwise harass another; and/or  
「跟蹤」或以其他方式騷擾他人。

(i). Collect or store personal data about other clients.  
蒐集和儲存其他使用者之個人資料。

THE CLIENT acknowledges that WE may or may not pre-screen Content, but that WE and OUR designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, WE and OUR designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. THE CLIENT agrees that THE CLIENT must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, THE CLIENT acknowledges that THE CLIENT may not rely on any Content created, posted, or submitted to US.

貴客戶了解我們並未針對某些「內容」進行預先檢查，但我們及其指定人有權（但無義務）依其自行之考慮，拒絕或移除任何「內容」。在不限制前開條款之範圍內，我們及其指定人有權將違反本服務條款和令人厭惡之任何「內容」從服務中移除。當貴客戶使用任何「內容」時，包括依賴前開「內容」之正確性、完整性或有用性之情形，貴客戶同意必須自行加以評估並承擔所有風險，因此，貴客戶同意貴客戶不得依賴我們創造或接受之任何「內容」。

THE CLIENT acknowledges, consent and agree that WE may access, preserve and disclose THE CLIENT's personal information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to

貴客戶了解並同意，我們依據法律或規定的要求，或基於誠信為了以下目的之合理必要範圍內，認定必須將「內容」加以保存或揭露時，得加以保存及揭露

Comply with legal process;  
遵守法律程序；

Enforce the TOS;  
執行本服務條款；

Protect the rights, property or personal safety of US, OUR clients and the public;

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保護我們、其使用者及公眾之權利、財產或個人安全;

THE CLIENT understands that the technical processing and transmission of the Service, including THE CLIENT's Content, may involve 貴客戶了解本服務之技術處理及傳送，包含貴客戶「內容」，可能:

Transmissions over various networks;  
經由各個網路加以傳送;

Changes to conform and adapt to technical requirements of connecting networks or devices.  
為了符合及配合連線網路或裝置之技術要求而進行改變。

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*Special Admonition For International Use*

國際使用之特別警告

WE recognize the global nature of OUR Service and THE CLIENT agrees to comply with all local rules regarding the transmission of Content. Specifically, THE CLIENT agrees to comply with all applicable laws regarding the transmission of technical data exported from or to the US or the country in which THE CLIENT resides. 我們了解該服務的國際性質，貴客戶同意遵守當地所有相關規定之網上行為及可接受「內容」之法規。貴客戶特別同意遵守關於從香港特別行政區或貴客戶居住的國家或地區輸出技術性或個人資料所有相關法律。

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*Content Submitted or Made Available for Inclusion on the Service*

於我們張貼之公共資料

(a). "Publicly accessible" areas of the Service are those areas of the OUR network of properties that are intended by US to be available to the general public.

為本服務條款適用之目的，「本服務公開使用區域」係指一般公眾可以使用的區域。

(b). WE do not claim ownership of Content THE CLIENT submit or make available for inclusion on the Service. However, with respect to Content THE CLIENT submit or make available for inclusion on publicly accessible areas of the Service, THE CLIENT grants US worldwide, perpetual, irrevocable and fully sub-licensable,

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royalty-free and non-exclusive license(s) to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

貴客戶選擇於本服務其他公開使用區域張貼之其他「內容」，貴客戶授予我們免權利金、永久有效、不可撤銷、非專屬及可完全再授權之下述權利：在全球，使用、重製、修改、修改、重新整理、適應化、發行、翻譯「內容」、創作衍生性著作，並將前開「內容」（一部或全部）加以散佈、演示及展示，及/或放入利用任何現在已知和未來開發出之形式、媒體和科技之其他著作物當中。

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*Indemnity*

彌償

THE CLIENT agrees to indemnify and hold THE KEITH & EVEN GROUP™, its owners, parents, subsidiaries, affiliates, officers, agents, employees, and independent contractors harmless from any claim or demand, including reasonable attorneys' fees, by any third party due to or arising out of Content THE CLIENT posts, transmits, or otherwise makes available through the Service, THE CLIENT's violation of any right of THE KEITH & EVEN GROUP™, or THE CLIENT's violation of the TOS, or THE CLIENT's

由於貴客戶經由本服務張貼或傳送之「內容」、貴客戶使用本服務、貴客戶與本服務連線、貴客戶違反本服務條款、或貴客戶侵害其他人任何權利因而衍生或導致任何第三人提出索賠或請求，包括合理的律師費，貴客戶同意賠償我們及其擁有者、母公司、分公司、分支機構、主管、代理人、聯名廠商或其他夥伴及員工，並使其免受損害。

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*No Resale of Service*

服務轉售之禁止

THE CLIENT agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

本服務任何部分或本服務之使用或存取，貴客戶同意不進行重製、拷貝、出售、轉售或作任何商業目的之使用。

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*General Practices Regarding Use and Storage*

關於使用及儲存之一般措施

THE CLIENT acknowledges that WE may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that messages or other uploaded Content will be retained by the Service and the maximum number of times (and the maximum duration for which) THE CLIENT may access the Service in a given period of time. THE CLIENT agree that WE have no responsibility or liability for the deletion or failure to store any messages or other Content maintained or transmitted by the Service. THE CLIENT acknowledges that WE reserve the right to terminate relationship with THE CLIENT that are inactive for an extended period of time. THE CLIENT further acknowledges that WE reserve the right to modify these general practices and limits from time to time.

貴客戶承認關於使用本服務我們得訂定一般措施及限制，包含但不限於本服務將保留短消息或其他上載「內容」之最長期間，以及一般特定期間內貴客戶使用本服務之次數上限（及每次使用時間之上限）。若我們將本服務維持或傳送之任何訊息及其他通訊和其他「內容」儲存於伺服器上，貴客戶同意我們毋須承擔任何責任。貴客戶亦同意，長久以來，我們有停止客戶客戶關係。貴客戶也同意，我們有權隨時通知貴客戶，隨時變更這些一般措施及限制。

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*Modifications To Service*

服務之修改

WE reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. THE CLIENT agrees that WE shall not be liable to THE CLIENT or to any third party for any modification, suspension or discontinuance of the Service.

我們有權於任何時間暫時或永久修改或終止本服務（或其任何部分），無論其通知與否。本服務任何修改、暫停或終止，貴客戶同意我們對貴客戶和任何第三人均不承擔責任。

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*Payments*

付款

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Service provided by WE may require pre-payment or maintenance of a positive account balance in which sufficient fund exists before the use of Service. Suspected fraudulent activities will be reported to police. No refund will be made on any Service and no fund in an account shall be made cash-redeemable.

我們所提供的某些服務必須在貴客戶使用服務前向貴客戶收取費用或使用貴客戶維持及已預先繳交足夠費用的帳戶。任何被懷疑欺騙的行為將以報警處理。我們不會退還任何已確認的服務的費用及不會以現金退回任何增值款項。

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### *Effects and Results of Service*

#### 服務之成效

WE do not guarantee the effects and results of any pre-estimation or Contents published by US. THE CLIENT agrees that WE are not responsible for any outcome caused by a pre-estimation or any available Content. THE CLIENT also agrees that all statistics obtained by US, including but not limited to viewing and fee charging, are true and accurate and shall be used as the basis of billing.

我們不保證我們的預估之成效。貴客戶亦同意我們所紀錄的顯示數據為真實及準確，並作為收費之根據。貴客戶亦同意我們所紀錄的顯示數據為真實及準確，並作為收費之根據。

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### *Termination*

#### 終止

THE CLIENT agrees that WE may, under certain circumstances and without prior notice, immediately terminate THE CLIENT's relationship and access to the Service.

Cause for such termination shall include, but not be limited to:

Breaches or violations of the TOS or other incorporated agreements or guidelines.

Requests by law enforcement or other government agencies.

A request by THE CLIENT (self-initiated account deletions).

Discontinuance or material modification to the Service (or any part thereof).

Technical or security issues or problems.

Extended periods of inactivity.

Engagement by THE CLIENT in fraudulent or illegal activities.

Nonpayment of any fees owed by THE CLIENT in connection with the Services.

Termination of THE CLIENT's relationship includes:

Removal of access to all offerings within the Service.

Barring of further use of the Service.

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Further, THE CLIENT agrees that all terminations for cause shall be made in OUR sole discretion and that WE shall not be liable to THE CLIENT or any third party for any termination of THE CLIENT's relationship or access to the Service.

貴客戶同意我們得基於其自行之考量，因任何理由，包含但不限於缺乏使用、欠款、技術及安全問題或困難，或我們認為貴客戶已經違反本服務條款的明文規定及精神，終止貴客戶關係（或其任何部分）或本服務之使用，並將本服務內任何「內容」加以移除並刪除。我們無論有否通知貴客戶，都可以依其自行之考量隨時終止本服務或其任何部分。貴客戶同意依本服務條款任何規定提供之本服務，無需事先通知貴客戶即可暫停或終止，貴客戶承認並同意，我們得立即停止貴客戶關係及貴客戶所有相關資料及上載「內容」，及/或禁止前開檔案和本服務之使用。此外，貴客戶同意若貴客戶被暫停或終止進入服務，或貴客戶的信息或有關的資料和檔案被凍結或刪除時，我們對貴客戶或任何第三人均不承擔責任。

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#### Links

#### 連結

The Service may provide links to other World Wide Web sites or resources. WE have no control over such sites and resources. THE CLIENT acknowledges and agrees that WE are not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. THE CLIENT further acknowledges and agrees that WE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

本服務或第三人可提供與其他全球資訊網上之信息或資源之連結。由於我們無法控制前開網站及資源，貴客戶了解並同意，前開外部網站或資源是否可供利用，我們不予負責，存在或源於前開網站或資源之任何「內容」、廣告、產品或其他資料，不代表我們對其贊同，我們亦不予負責。貴客戶進一步同意，因使用或信賴存在或經由前開任何網站或資源之任何「內容」、商品或服務所生或據稱所生之任何損害或損失，我們不負任何直接或間接之責任。

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### *OUR Proprietary Rights*

#### 我們之專屬權利

THE CLIENT acknowledges and agrees that the Service and any necessary data and information used in connection with the Service ("Information") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. THE CLIENT further acknowledges and agrees that Content contained in sponsor advertisements or information presented to THE CLIENT through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or authorized by US, THE CLIENT agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Information, in whole or in part.

貴客戶了解並同意，本服務及本服務所使用之任何相關必要數據及信息（以下簡稱「資訊」）含有受到相關知識產權及其他法律保護之專屬性及機密性資料。貴客戶也了解並同意，經由本服務向貴客戶提供之資訊所包含之內容，受到版權、商標、服務標章、專利、其他專屬權利及法律之保護。未經我們商明示授權，貴客戶同意不修改、租賃、出借、出售、散佈本服務或「資訊」之一部份或全部，或據此進行任何商業用途。

THE CLIENT agrees not to access the Service by any means other than through the interface that is provided to the Client when accessing the Service.

貴客戶同意不經由非本服務提供之介面使用本服務。

### **3.3 Disclaimer of Warranties**

#### 免責聲明

*THE CLIENT Expressly Understand and Agree*

貴客戶明確了解並同意

The client's use of the service is at the client's sole risk. The service is provided on an "as is" and "as available" basis. WE and OUR owners, parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. WE and OUR owners, parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that.

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貴客戶使用本服務之風險由貴客戶個人負擔。本服務係依「現況」及「現有」基礎提供。我們明示不提供任何明示或默示的擔保，包含但不限於商業適售性、特定目的之適用性及未侵害第三方的權利。

我們不保證以下事項：

The Service will meet THE CLIENT's requirements;  
本服務將符合貴客戶的要求；

The service will be uninterrupted, timely, secure or error-free;  
本服務不受干擾、及時提供、安全可靠或免於出錯；

The results that may be obtained from the use of the service will be accurate or reliable;  
由本服務之使用而取得之結果為正確或可靠；

The quality of any products, services, information or other material purchased or obtained by the client through the service will meet THE CLIENT's expectations  
貴客戶經由本服務購買或取得之任何產品、服務、資訊或其他資料將符合貴客戶的期望。

No advice or information, whether written or oral, obtained by the client from us or through or from our agents, employees, officers, partners, licensors or other representatives, constitutes a warranty not expressly stated in the TOS.  
貴客戶自我們或經由我們之代理人、僱員、經理和資訊，無論其為書面或口頭，絕不構成本服務條款未明示之任何保證。

#### *Limitation of Liability* 責任限制

The client expressly understand and agree that WE and OUR owners, parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to THE CLIENT for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if WE have been advised of the possibility of such damages), resulting from

貴客戶明確了解並同意，基於以下原因而造成之損失，包括但不限於利潤、商譽、使用、資料損失或其他無形損失，我們不承擔任何直接、間接、附帶、特別、衍生性或懲罰性賠償（即使我們已被告知前開賠償之可能性亦然）：

The use or the inability to use the service;

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本服務之使用或無法使用;

The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;

經由或透過本服務購買或取得之任何商品、資料、資訊或服務，或接收之訊息，或進行之交易所衍生之替代商品及服務之購買成本;

Unauthorized access to or alteration of the client's transmissions or data;

貴客戶的傳輸或資料遭到未獲授權的存取或變造;

Statements or conduct of any third party on the service;

本服務中任何第三人之聲明或行為;

Any other matter relating to the service.

本服務(在此服務條款中以其他方式明確提供的除外)其他相關事宜。

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#### *Exclusions and Limitations*

排除及限制

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to THE CLIENT.

部分管轄地不允許將某些擔保責任排除，或將附帶或衍生賠償予以限制或排除。因此一些特定條款之部分限制未必適用於貴客戶。

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#### *Notice*

通知

WE may provide THE CLIENT with notices, including those regarding changes to the TOS, including by but not limited to email, message, postings on the Service, or other reasonable means now known or hereinafter developed.

向貴客戶發出的通知得經由公告或短消息。本服務條款或其他事項有所變更時，本服務亦可能將展示通知或通知之連結。

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*Claims of Copyright or Intellectual Property Infringement*

著作權及著作權代理人

WE respects the intellectual property of others, and we ask our users to do the same. WE may, in appropriate circumstances and at its discretion, disable and/or terminate the relationship who may be repeat infringers. If THE CLIENT believes that THE CLIENT's work has been copied in a way that constitutes copyright infringement, or THE CLIENT's intellectual property rights have been otherwise violated, please provide US the following information

我們尊重他人知識財產，亦呼籲使用者同樣尊重他人之知識財產共襄盛舉。若貴客戶認為貴客戶的著作遭到重製之情形已構成著作權之侵害，請提供以下資料予我們：

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;  
有權代理著作權利益所有人之電子或實體簽名

A description of the copyrighted work or other intellectual property that THE CLIENT claim has been infringed;  
貴客戶主張遭到侵害之著作權或知識財產

THE CLIENT's address, telephone number, and email address;  
貴客戶的地址、電話號碼及電子郵件地址。

a statement by THE CLIENT that THE CLIENT have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;  
貴客戶基於善意認為系爭之使用未經著作權人、其代理人或法律授權之聲明。

a statement by THE CLIENT, made under penalty of perjury, that the above information in THE CLIENT's Notice is accurate and that THE CLIENT are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

貴客戶了解做偽証之處罰前提下，聲明貴客戶通知所載之前開資料均為正確，且貴客戶是著作權人或經授權代理著作權人為上開聲明。

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*General Information*

一般條款

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The TOS constitutes the entire agreement between THE CLIENT and US and governs THE CLIENT's use of the Service, superseding any prior agreements between THE CLIENT and US with respect to the Service. THE CLIENT also may be subject to additional terms and conditions that may apply when THE CLIENT use or purchase certain other OUR services, affiliate services, third-party content.

本服務條款構成貴客戶與我們之全部合意，並規範貴客戶對於本服務之使用，並取代貴客戶先前與我們所為之任何約定。貴客戶使用相關服務、第三方內容時，亦應符合適用之額外條款及條件。

The TOS and the relationship between THE CLIENT and US shall be governed by the laws of the Hong Kong SAR without regard to its conflict of law provisions. THE CLIENT and US agree to submit to the personal and exclusive jurisdiction of the courts located within Hong Kong SAR.

本服務條款及貴客戶與我們之關係，均受到香港特區政府的法律所管轄，不適用其涉外法律原則。貴客戶與我們均同意接受香港特別行政區法院之個人及專屬管轄。

The failure of US to exercise or enforce any provision of the TOS shall not constitute a waiver of such right or remedy. If any provision of the TOS is found by a court of competent jurisdiction to be unenforceable, nevertheless agree that the court should endeavor to give effect to the intentions as reflected in the provision, and the remaining provisions shall remain in full force and effect.

我們未行使或執行任何TOS之規定，不構成前開權利或權利之拋棄。倘本服務條款任何規定被有管轄法院認定無效，當事人依然同意法院應努力使前開規定反映之當事人意向具備效力，且本服務條款其他規定仍應保有完整的效力及效果。

THE CLIENT agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

貴客戶同意無論任何法令或法律是否有其他規定，本服務之使用或本服務條款所衍生或相關之任何主張或訴訟原因，應於前開主張或訴訟原因發生後一年內提出，否則永遠不得提出。

The section titles in the TOS are for convenience only and have no legal or contractual effect.

本服務條款之標題僅供方便而設，不具任何法律或契約效果。

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*Violations*

違約

Please report any violations of the TOS to US.  
倘發現任何違反本服務條款之情事，請與本公司聯絡。

Please contact us if THE CLIENT has questions or suggestions.  
如有任何查詢及建議，歡迎與我們聯絡。

THE KEITH & EVEN GROUP™  
**SAMPLE**

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## 4. Foreign Exchange Policies in Each Administration 各國或地區之外匯管制政策

- Please note that while the documentary requirements listed here for foreign currency remittance are applicable in general, under certain circumstances, the Bank may process individual request differently or request additional and/or different supporting documents to satisfy regulatory and/or due diligence requirements.
- The document is for reference only. In case there is any conflict between the document and relevant laws and regulations, laws and regulations will prevail.
- WE reserve the right to amend the document at any time without prior notice.
- 請注意此文件下所列材料適用於一般情況，在具體處理外幣有關業務時，本行可能有不同的處理或提出額外和/或不同的要求以滿足法律法規和/或盡職調查要求。
- 此文件所包含的內容僅供參考，任何內容如與相關法律法規有出入，均以法律法規的規定為準。
- 我們保留在不提前通知的情況下修改此

### 4.1 Legal Privilege in Each Jurisdiction 各司法管轄區法律特權

Not Applicable  
暫不提供

### 4.2 Hong Kong / Macau SAR Exchanging Company Profile 香港/澳門特別行政區兌換公司情況簡介

Not Applicable  
暫不提供

### 4.3 Potential Risk in Brief 潛在風險簡要

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If Private Account, and there will be a large amount of capital flow in Mainland China in a short period of time, which may cause the closure or freezing of the account. The bank may inquire about the legitimacy of the income source and use of the money.

如收款戶口是個人，中國大陸境內個人帳戶在短期間之內有大金額的資金流動，有可能造成封戶和凍結，銀行有理由去詢問這款項的來源合法性以及使用用途。

If Company Account, Mainland China applies 3~6% VAT, and 25% net income tax.

如果收款戶口是公司，中國大陸境內增值稅3~6%，所得稅25%（淨利）

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## 5. Casing and Inquiry Briefing 事件及需求通報

### 5.1 Background in Brief 背景簡介

**Not Applicable**  
暫不提供

### 5.2 THE CLIENT's Inquiry in Brief 貴客戶需求簡介

**Not Applicable**  
暫不提供

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## 6. Service Road Map 服務實施步驟

### 6.1 Necessary Supporting Documents 必要支持文檔

If private account, to provide Private Passport, ID Card, Proof of Address, for pre-clearance of criminal record.

如是個人戶口，需提供個人因私護照，身分證以及地址證明以進行預先無犯罪紀錄調查。

If company account, to provide Hong Kong SAR Registration Certificate (CR) and Hong Kong SAR Business Registration (BR), for pre-clearance.

如果是公司戶口，須提供香港特別行政區公司註冊證書(CR) 以及商業登記證 (BR) 以進行預先調查

Use of Fund

資金用途

Proof of Income

資金來源證明

Proof of Fund

資金到位證明

### 6.2 EXCHANGE RATE AND BONUS 匯率和利益

The EXCHANGE RATE is agreed as the official Bank of China Selling Rate for USD plus XXXX datum marks as of the Day of Exchange.

兌換匯率按當天中國銀行標準美元賣出價加XXXX個基準點。

For each and every tranche of USD (100% of the TRANCHE AMOUNT) delivered to the BANKS (determined by the CNY PROVIDER), CNY PROVIDER shall conduct per IMFPA.

每次兌換後，在岸人民幣供貨人需按每批美元的全數金額按分流錶支付給相關人員。

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## 6.3 Transaction Timeline Break-Down 交易時間軸明細

1. “PARTY A” AND “PARTY B” SIGN THIS AGREEMENT electronically, the electronic signatures are deemed acceptable to both parties.  
甲方和乙方雙方同意以電子簽名形式簽署契約
2. “Party B” provides the proof of funds (POF) by submitting the “Party B’s” bank deposit account with banking details attached hereto as appendix a, in the amount of **Three Hundreds Thousands United States Dollars (USD 300,000.00)**, from **The Hong Kong and Shanghai Banking Cooperation (HSBC), Hong Kong SAR**, with the letter of authorization (attached hereto as Appendix b) to the “party a” for the verification on a bank to bank basis, under the transaction code: **xxxxxx**. “Party B’s” bank shall confirm the said POF by writing (with the agreed verbiage which is attached hereto as Appendix c) and send this to “Party A’s” bank, which is **XXX Bank, where is United States of America**. Thereafter “Party B” shall send by email a copy of the said bank confirmation letter to “Party A” immediately.  
“乙方”提供的資金確認(POF)提交自其銀行存款賬戶並提供附錄A所附的完整銀行座標資料。金額為三十萬美元。該賬戶設在香港上海匯豐銀行, 香港特別行政區 以及 授權本銀行對“甲方”以銀行對銀行的基礎上對該資金來驗證核實。乙方的”銀行必須用書面確認他的資金證明POF(附錄C)發送到“甲方的”銀行在**XXX**銀行。隨後, 乙方立即用電子郵件發送銀行確認函的副本給甲方。
3. **WITHIN FIVE (5) BANKING DAY AFTER POSITIVELY VERIFICATION AND ACCEPTANCE OF “PARTY B’S” BANK SENT FAX, “PARTY A’S” BANK OFFICER SHALL PROVIDE THE DOCUMENTS, WHICH DECLARE THE SOURCE OF FUNDS, AS PROOF OF PRODUCT, TO “PARTY B’S” BANK OFFICER.**  
在**五個**銀行工作日內, 一旦明確的證實並接受“乙方”的銀行發送的傳真, “甲方”的銀行官員必需提供該申報資金的來源證明檔案給“乙方”的銀行官員。
4. **ON THE NEXT BANKING DAY, AFTER POSITIVE VERIFICATION OF THE BANK NOTES, “PARTY B’S” BANK OFFICER SHALL ISSUE THE BLOCKED FUNDS LETTER (AS AGREED VERBIAGE ATTACHED HERETO AS APPENDIX D) IN FLAVOR OF “PARTY A”, FOR GUARANTEE THE PAYMENT IN THE AMOUNT OF USD **Three Hundreds Thousands United States Dollars (USD 300,000.00)** UNDER THIS AGREEMENT AS PER TRANSACTION CODE: **XXXX**.**

在下1个银行工作日，“乙方”的银行将出具锁住资金的信(作为同意用语如附件附录D)作为方便给“甲方”付款保证，总金额为三十萬美元 (300,000.00美元) 根据此合同交易代码: XXXX.

5. ON THE NEXT BANKING DAY “PARTY A” AND “PARTY B” SHALL SET UP THE AMOUNT TO BE DELIVERED IN THE SCHEDULE OF DELIVERY. AS FOR THE FIRST TRANCHE, “PARTY A” SHALL DELIVER **Two Millions One Hundreds and Twenty Thousands On Shore Chinese Yuan (CNY 2,120,000)** TO “PARTY B’S” BANK, WHICH IS **The Hong Kong and Shanghai Banking Cooperation China (HSBC China) , Wuhan, China.**

下一個銀行工作日在“甲方”和“乙方”設定了在交付日程表將交付的數額。第一筆交易甲方運送二百一十二萬在岸人民幣(CNY 2,120,000) 到“乙方的”銀行這是香港上海滙豐銀行（中國），中國武漢。

6. “PARTY B” AND HIS INSPECTORS SHALL START FOR COUNTING AND VERIFYING AT 9:00 AM (HONG KONG TIME) UNTIL 3:30 PM. THEREAFTER WITHIN THE SAME DAY, “PARTY B’S” BANK SHALL RELEASE THE FULL PAYMENT, EQUIVALENT TO THE DELIVERED AMOUNT INTO “PARTY A’S” ACCOUNT IMMEDIATELY.

“乙方”和他的檢驗員在（香港時間）上午九時開始進行計算和檢驗直到下午3:30。此後，在同一日內，乙方的銀行全額應付資金相當於當日所送金額到“甲方的”

7. FOR FURTHER DELIVERY OF SIZE AND FREQUENCY OF TRANCHEs TO BE FOLLOWED ACCORDING TO THE AGREE SCHEDULE OF DELIVERY (ATTACHED HERETO AS APPENDIX E) AND PURSUANT TO THE PROCEDURE AS SET FORTH HEREIN BY “PARTY A” AND “PARTY B” UNTIL THE COMMODITY IS EXHAUSTED.

以後交易的數量及交運次數是依據所同意的交貨時間表（如附件附錄E）並按照“甲方”和“乙方”所設定的流程，直到全部的數量送完為止。

8. **THE COMPLETE CONTRACT QUANTITY SHALL BE COMPLETED WITHIN FIVE (05) DAYS FROM THE DATE OF THE FIRST TRANCHE.**

契約的全部數量將從第一筆交易的那天起的**五天**內完成。

## 6.4 CONFIDENTIALITY CLAUSE

### 保密條例

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**All PARTIES**, including the **USD PROVIDER/USD PROVIDER'S MANDATE** and **CNY PROVIDER/ CNY PROVIDER'S MANDATE** and any or all **REPRESENTATIVES, CONSULTANTS, ADMINISTRATORS, FACILITATORS** and **INTERMEDIARIES** involved in this transaction, agree to act in complete confidentiality and shall not disclose this **AGREEMENT** to any other **PARTY** except on a Need to Know basis and shall observe strictly the rules of the **INTERNATIONAL CHAMBER OF COMMERCE (ICC), PARIS FRANCE**, Latest Edition, relating to **NON-CIRCUMVENTION AND NON-DISCLOSURE**, for a period of **FIVE (5) years**.

所有各方，包括美元提供者的授權和在岸人民幣提供者的授權，任何或所有代表，顧問，管理者，調解者和仲介機構參與這一交易，同意在完全保密，不得洩露本協定的任何其他方需要知道的基礎上，應當遵守嚴格的規則（國際商會（國際商會）法國巴黎，最新版本，涉及非欺詐，期限為五（5）年。

THE KEITH & EVEN GROUP™  
**SAMPLE**

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## 7. Private Currency Exchange Agreement 私人貨幣找換協定

THIS IS A CONFIDENTIAL PAGE  
此為一份機密文件  
THE KEITH & EVEN GROUP™  
**SAMPLE**  
空白頁

# PRIVATE CURRENCY EXCHANGE AGREEMENT

## 私人貨幣找換協定

KNOW ALL MEAN BY THESE PRESENTS:

以下代表事項所有人須知:

This PRIVATE CURRENCY EXCHANGE AGREEMENT (Hereinafter referred to as “Agreement”) is entered into and executed on this day the January 23, 2020, by and between the following parties:

此私人貨幣找換協定(以下簡稱「協定」)在2020年01月23日下列兩方簽訂及執行

BY AND BETWEEN

Not Applicable  
暫不提供

下述協議人簽署

(Hereinafter referred to as the “PROVIDER” or “Party A”)  
在岸人民幣資金擁有者(以下簡稱「提供者」或“甲方”)

Company Name 公司名稱	Not Applicable 暫不提供
Legal Representative/Name 法人代表姓名	James Chunfu Lao
Passport Number 護照識別號碼	Not Applicable 暫不提供
Nationality 國籍	Not Applicable 暫不提供
Permanent Residency 永久居留權	Not Applicable 暫不提供
Address 地址	Not Applicable 暫不提供
Telephone Number 流動電話號碼	Not Applicable 暫不提供
Email Address 電郵地址	Not Applicable 暫不提供

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AND

以及

**USD** Funds Owner (Hereinafter referred to as “USD PROVIDER” or “Party B”)

美元資金擁有者 (以下稱“美元提供者”或“乙方”)

Company Name 公司名稱	THE KEITH & EVEN GROUP™ (HONG KONG SAR)
Legal Representative/Name 法人代表/姓名	Not Applicable 暫不提供
Passport Number 護照識別號碼	Not Applicable 暫不提供
Nationality 國籍	Not Applicable 暫不提供
Permanent Residency 永久居留權	Not Applicable 暫不提供
Address 地址	Not Applicable 暫不提供
Telephone Number 流動電話號碼	Not Applicable 暫不提供
Email Address 電郵地址	Not Applicable 暫不提供

The **USD PROVIDER** and **CNY AND RMB PROVIDER** agree to this **PRIVATE CURRENCY EXCHANGE AGREEMENT** (hereinafter referred to as the “**AGREEMENT**”) and its contents as detailed below:

以下是由美元提供者與在岸人民幣提供者共同協商同意按下述條件簽定此個人貨幣對換協定(以下稱“協定”)：

**WHEREAS**, the **USD PROVIDER** presents legal tender – **UNITED STATES DOLLARS (USD)** available and warrants that they are clear of non-criminal origin, free from any liens and taxes, freely transferable to be exchanged for **China Currency (CNY)**.

美元提供者就此有法律責任地保證，這些美元有合法來源、沒有任何留置權和稅務、並能自由轉讓的，作兌換在岸人民幣。

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**WHEREAS, BOTH PARTIES** hereby declare that the herein referred to currencies are legally earned and of non-criminal origin. These funds are freely tradable inside and outside of the Country of Origin; can be utilized for unrestricted use; and are free from any and all taxes, levies, duties, charges, liens or other encumbrances of any nature.

雙方特此聲明，交易的貨幣是依法賺得和無犯罪來源。這些資金都可以在發行國內部和外部自由流通的；無限制使用；而無任何欠付稅收，徵收，稅，費，留置權或其他任何性質的債權。

**NOW AND THEREFORE**, in consideration of the premises and the mutual covenants, warranties, terms and conditions herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the **USD PROVIDER** and **HKD PROVIDER** agree as follows :

現在，因此，在審議的前提和相互契約，擔保，條件和條款和其他有價值的考慮，美元提供者與在岸人民幣提供者等雙方充分接受、特此承認、

## **ARTICLE 1.0 CONTRACT QUANTITY**

### 第一章： 契約數額

**1.1 UNITED STATES DOLLAR (USD) Hundreds Thousands (USD 300,000.00) with rolls and extensions as agreed by the USD PROVIDER and the CNY PROVIDER.**

美元提供者與在岸人民幣提供者同意辦理三十萬美元 (USD 300,000.00) ，在雙方同意下可延續和新增數額。

**1.2 Extensions to be agreed upon writing at least FIVE (05) Banking Days prior to the commencement of the proposed extensions of Transaction.**

辦理延續雙方需要在五個銀行工作日前簽署相關檔才能開始執行。

## **ARTICLE 2.0 LANGUAGE:**

### 第二章： 語言

“Party A” and “Party B” agreed to use English as the official Language for this Agreement.

根據本協定“甲方”和“乙方”同意以英語作為本文檔官方語言。

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### **ARTICLE 3.0 EXCHANGE RATE AND BONUS:**

#### **第三章：匯率以及利益**

3.1 The **EXCHANGE RATE** is agreed as the official Bank of China Selling Rate for USD plus XXX datum marks as of the Day of Exchange.

兌換匯率按當天中國銀行標準美元賣出價加XXX個基準點。

3.2 For each and every tranche of USD (100% of the TRANCHE AMOUNT) delivered to the BANKS (determined by the CNY PROVIDER), CNY PROVIDER shall conduct per IMFPA.

每次兌換後，人民幣供貨人需按每批美元的全數金額按分流錶支付給相關人員。

### **ARTICLE 4.0 CLOSING PROCEDURES:**

#### **第四章：操作程序**

4.1 "PARTY A" AND "PARTY B" SHALL SIGN THE AGREEMENT electronically, the electronic signatures are deemed acceptable.

甲方和乙方雙方同意以電子簽名形式簽署契約

4.2 "Party B" provides the proof of funds (POF) by submitting the "party b's" bank deposit account with banking details attached hereto as appendix a, in the amount of USD Three Hundreds Thousands (USD 300,000.00), from The Hong Kong and Shanghai Banking Cooperation (HSBC), Hong Kong, with the letter of authorization (attached hereto as Appendix b) to the "party a" for the verification on a bank to bank basis, under the transaction code: xxxxxx. "Party B's" bank shall confirm the said POF by writing (with the agreed verbiage which is attached hereto as Appendix c) and send this to "Party A's" bank, which is XXX Bank, where is United States of America. Thereafter "Party B" shall send by email a copy of the said bank confirmation letter to "Party A" immediately.

“乙方”提供的资金确认 (POF) 提交自己银行存款账户并提供附录A 所附的完整银行座標資料。金額為三十萬美元 (USD 300,000.00) 在香港上海匯豐銀行, 香港特別行政區 以及授權查詢函(如附件附录B)給“甲方”以银行对银行的基础上对该資金来验证核实, 按此交易

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代码: XXXXX。乙方的”银行必须用书面确认他的资金证明POF用书面答复方式（约定内容见附录C）发送到“甲方的”银行在XXX银行，美利堅合眾國。此后乙方立即用电子邮件发送银行确认函的副本給甲方。

4.3 WITHIN FIVE (05) BANKING DAY AFTER POSITIVELY VERIFICATION AND ACCEPTANCE OF “PARTY B’S” BANK SENT FAX, “PARTY A’S” BANK OFFICER SHALL PROVIDE THE DOCUMENTS, WHICH DECLARE THE SOURCE OF FUNDS, AS PROOF OF PRODUCT, TO “PARTY B’S” BANK OFFICER.

在五個銀行工作日內，一旦明確的證實並接受“乙方”的銀行發送的傳真，“甲方”的銀行官員必需提供該申報資金的來源證明檔案給“乙方”的銀行官員。

4.4 ON THE NEXT BANKING DAY, AFTER POSITIVE VERIFICATION OF THE BANK NOTES, “PARTY B’S” BANK OFFICER SHALL ISSUE THE BLOCKED FUNDS LETTER (AS AGREED VERBIAGE ATTACHED HERETO AS APPENDIX D) IN FAVOR OF “PARTY A”, FOR GUARANTEE THE PAYMENT OF THE AMOUNT OF USD USD Three Hundreds Thousands (USD 300,000.00) TRANSACTION CODE: XXXXX.

在下1个銀行工作日，“乙方”的（作为同意用语如附件附录D）作为方便給“甲方”付款保單，（USD 300,000.00）根据此合同交易代码: XXXXXXXX

4.5 ON THE NEXT BANKING DAY “PARTY A” AND “PARTY B” SHALL SET UP THE AMOUNT TO BE DELIVERED IN THE SCHEDULE OF DELIVERY. AS FOR THE FIRST TRANCHE, “PARTY A” SHALL DELIVER Two Millions One Hundreds and Twenty Thousands On Shore Chinese Yuan (CNY 2,120,000) TO “PARTY B’S” BANK, WHICH IS The Hong Kong and Shanghai Banking Cooperation China (HSBC China) , Wuhan, China, XXXXXX BRANCH.

下一個銀行工作日在“甲方”和“乙方”設定了在交付日程表將交付的數額。第一筆交易甲方二百一十二萬在岸人民幣(CNY 2,120,000) 到“乙方的”銀行。這是香港上海滙豐銀行（中國），中國武漢。

4.6 “PARTY B” AND HIS INSPECTORS SHALL START FOR COUNTING AND VERIFYING AT 9:00 AM (HONG KONG TIME) UNTIL 3:30 PM. THEREAFTER WITHIN THE SAME DAY, “PARTY B’S” BANK SHALL RELEASE THE FULL PAYMENT,

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EQUIVALENT TO THE DELIVERED AMOUNT INTO “PARTY A’S” ACCOUNT IMMEDIATELY.

“乙方”和他的檢驗員在（香港時間）從上午9:00開始進行計算和檢驗直到下午3:30。此後，在同一天，“乙方的”銀行將馬上放行全額應付資金相當於當日所送金額到“甲方的”帳戶。

4.7 FOR FURTHER DELIVERIES OF SIZE AND FREQUENCY OF TRANCHES TO BE FOLLOWED ACCORDING TO THE AGREE SCHEDULE OF DELIVERY (ATTACHED HERETO AS APPENDIX E) AND PURSUANT TO THE PROCEDURE AS SET FORTH HEREIN BY “PARTY A” AND “PARTY B” UNTIL THE COMMODITY IS EXHAUSTED. 以後交易的數量及交運次數是依據所同意的交貨時間表（如附件附錄E）並按照“甲方”和“乙方”所設定的流程，直到全部的數量送完為止。

4.8 THE COMPLETE CONTRACT QUANTITY OF THE COMMODITY SHALL BE COMPLETED WITHIN FIVE (05) DAYS FROM THE DATE OF THE FIRST DELIVERY. 契約的全部數量將從第一筆交貨之日起五（05）日內完成。

## **ARTICLE 5. CHECKING AND COUNTING**

### **第五章：核算和效核**

5.1 Both **USD PROVIDER** and **CNY PROVIDER** shall duly execute this **AGREEMENT** as legal binding agreement between **BOTH PARTIES** for commencement of this Currency Exchange Transaction. **BOTH PARTIES’ SIGNATORIES** shall execute this **AGREEMENT** in Person at a mutually agreed Meeting’s Date and Time. At the Meeting, both **SIGNATORIES** shall complete their respective full **BANKING COORDINATES** to receive the Notes and to pay for the exchange and to verify the Funds of the **HKD AND RMB PROVIDER** and exchange **SIGNATORIES’** Passport Copy or Identity Copy to authenticate their respective signatory power to this **AGREEMENT**.

美元提供者和在岸人民幣提供者應執行本協定具有法律約束力的協定，雙方開始這個外匯交易。雙方當事人應當執行本協定的人在一個相互同意的會議的日期和時間。在案頭，兩

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人應當各自完成完整的銀行接收和支付的交流和核實在岸人民幣提供者的資金和交換簽署人的護照影本或身份證影本來驗證其各自的對本協定。

5.2 Immediately upon execution of this **AGREEMENT**, **USD PROVIDER** shall make necessary arrangement for the delivery of the **US NOTES**; and **HKD AND RMB PROVIDER** shall make necessary arrangement for the transacting **BANK**.

本協定簽署後立即執行，美元提供者應作出必要安排美元送遞交付；而在岸人民幣提供者應作出必要安排接款銀行。

5.3 **CNY PROVIDER** shall provide the transacting **BANK'S** Locality, meeting's Date and Time, and **TRANCHE AMOUNT** to the **USD PROVIDER** at least 3 Banking Days before the transaction take place and **BOTH PARTIES** agreed that the **TRANCHE AMOUNT** is subject to the transacting **BANK**.

在岸人民幣提供者應在交易執行至少三個工作天前，提供交易銀行的地點，會議的日期和時間，和每次交易金額給美元供貨人。雙方約定交易金額以交易銀行的決定為準。

5.4 **TRANSACTION CODE** shall be determined for every tranches and shall not be changed during the performance of this **AGREEMENT**, including all rolls and extensions thereto.

交易程式碼將確定落實到完成每個和每批交易，包括所有的延續和擴展。

5.5 No Amendments to this **AGREEMENT** shall be effective unless agreed to in writing by **BOTH PARTIES**.

除非得雙方書面同意，本協定的修改應無效。

## **ARTICLE 6.0 CONFIDENTIALITY CLAUSE:**

### **第六章： 保密條例**

**All PARTIES, including the USD PROVIDER/USD PROVIDER'S MANDATE and CNY PROVIDER/ CNY PROVIDER'S MANDATE and any or all REPRESENTATIVES, CONSULTANTS, ADMINISTRATORS, FACILITATORS and INTERMEDIARIES**

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involved in this transaction, agree to act in complete confidentiality and shall not disclose this **AGREEMENT** to any other **PARTY** except on a Need to Know basis and shall observe strictly the rules of the **INTERNATIONAL CHAMBER OF COMMERCE (ICC), PARIS FRANCE**, Latest Edition, relating to NON-CIRCUMVENTION AND NON-DISCLOSURE, for a period of FIVE (5) years.

所有各方，包括美元提供者的授權和在岸人民幣提供者的授權，任何或所有代表，顧問，管理者，調解者和仲介機構參與這一交易，同意在完全保密，不得洩露本協定的任何其他方需要知道的基礎上，應當遵守嚴格的規則，國際商會（國際商會）法國巴黎，最新版本，涉及非欺詐，期限為五（5）年。

**ARTICLE 7.0 PENALTY CLAUSE:**

第七章：懲戒條例

In the event of any one of the Party Failed to perform its obligations under the stipulated Terms and Conditions set, the Defaulted Party shall pay to the Aggrieved Party a penalty of (1%) One percent for the First Transaction as from the defaulted time and date under this agreement.

在事件的任何一方未能履行其在本協定和條件下，違約方/處與支付受害人罰款（1%）百分之第一北美美元交易從拖欠時間和日期，根據本協定。

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With full responsibility below executes this **PRIVATE CURRENCY EXCHANGE AGREEMENT**, on this Date: **January 23, 2019**

負責執行這項私人貨幣互換協定，日期: **2019年01月23日**

**For and on behalf of USD PROVIDER's For and on behalf of CNY PROVIDER:**

**Mandate/Principal Mandate. Mandate/Principal Mandate**

I hereby swear under the International Laws of Perjury and Fraud that the information provided by me herein is accurate and true and that I have read and understood the full AGREEMENT. Signed and sealed on the date indicated below by the signature.

我在此發誓，按國際法律偽證罪和詐騙罪，我所提供的資料是準確和真實的，我已經閱讀並瞭解完整的協定。簽字蓋章之日起，簽名。

*For and behalf of:*  
USD PROVIDER

*For and behalf of:*  
CNY PROVIDER

.....  
Name:  
Passport No.:  
Country of Issue:  
Expire Date:

.....  
Name:  
Passport No.:  
Country of Issue:  
Expire Date:

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