

CCB INTERNATIONAL SECURITIES LIMITED

建銀國際證券有限公司

Cash Securities Trading Account Terms and Conditions

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INDEX

Clause		Page
1.	Definition And Interpretation	1
2.	Applicable Rules And Regulations	8
3.	Professional Investor Treatment	8
4.	Instructions	12
5.	Margin And Funding	17
6.	Settlement	17
7.	Short Sales	18
8.	Contract Notes	19
9.	Statements	19
10.	Commissions And Expenses	20
11.	Interest	21
12.	Securities In The Account(S)	22
13.	Monies In The Account(S)	23
14.	New Listing Of Securities	23
15.	Event Of Default	24
16.	Proceeds Of Sale	27
17.	Set-Off, Lien And Combination Of Accounts	27
18.	Client Standing Authority	28
19.	Electronic Services	29
20.	Risk Disclosure Statements	32
21.	Compliance With Laws, Etc.	33
22.	Representations And Warranties	36
23.	Automated Quotations And Confirmations	42
24.	Liabilities And Indemnities	42
25.	Further Assurance	43

26. Notices, Confirmations And Statements 44
27. Waiver And Amendment 45
28. Joint Clients 45
29. Corporate Actions 45
30. Conflict Of Interest 46
31. Termination 48
32. Severability 48
33. Assignability 48
34. General 49
35. Governing Law 50
36. Arbitration 51
Schedule 1 To The Terms And Conditions 52
Schedule 2 To The Terms And Conditions 54
Schedule 3 To The Terms And Conditions 55

TERMS AND CONDITIONS

1. DEFINITION AND INTERPRETATION

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

"**Access Codes**" means together the Password and the Login Name (or any of them);

"**Account(s)**" means one or more cash securities trading accounts maintained by the Client with the Company from time to time for the purchase and/or sale of securities;

"**Account Opening Form**" means the Securities Account Application Form and the Cash Securities Trading Account Opening Form to be completed by an applicant with respect to the opening of an Account with the Company.

"**AEOI**" or "**Automatic Exchange of Financial Account Information**" means any Applicable Laws and Regulations (including intergovernmental agreements that require and facilitate the collection, reporting and exchange of Financial Account Information between governments or tax authorities), including but not limited to the Inland Revenue (Amendment) (No. 3) Ordinance 2016, as amended from time to time. Under these rules, the Company is required to collect and review relevant information relating to account holders and any Controlling Persons of certain entity account holders who hold financial accounts with the Company in order to identify if such account holders or Controlling Persons are reportable foreign tax residents and report their Financial Account Information (as applicable) to the Hong Kong Inland Revenue Department (IRD), which will transfer this information to the tax authority of the reportable foreign tax resident's country of tax residence on a regular, annual basis, where such country of tax residence is a reportable jurisdiction that has entered into a Competent Authority Agreement with Hong Kong for the purposes of AEOI. Please see the IRD website for more information on AEOI and the current list of reportable jurisdictions: http://www.ird.gov.hk/eng/tax/dta_aeoi.htm;

"**Agreement**" means the written agreement between the Client and the Company regarding the opening, maintenance and operation of the Account(s) as amended from time to time, including but not limited to the Account Opening Form, these Terms and Conditions and any authority given or any other agreement (written or verbal) entered into by the Client to/with the Company with respect to the Account(s) (as applicable);

"**Applicable Laws and Regulations**" means: (i) any local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions (including but not limited to any applicable intergovernmental agreements entered into pursuant to FATCA and AEOI) which in the Company's sole discretion the Company is

obligated to comply with; (ii) any agreement between the Company and any domestic or foreign government authority; and (iii) any code of conduct, best practices, or internal Company policies adopted or implemented to facilitate the Company's compliance with (i) or (ii);

"**Business Day**" means a day (other than a Saturday and Sunday) on which banks in Hong Kong are open for general business;

"**Clearing House**" has the meaning ascribed hereto in Clause 2.1;

"**Client**" means a person who has opened an Account with the Company, including such person's successors and assigns (as applicable). Where the Account(s) is(are) opened in the joint names of two or more persons, then unless otherwise specified or the context otherwise requires, "Client" shall mean all and each of such persons;

"**Client Money Rules**" means the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong), as amended from time to time;

"**Client Standing Authority**" means the standing authority granted by the Client to the Company in the terms set out in Clause 18.2 as amended from time to time;

"**Client Securities Rules**" means the Securities and Futures (Client Securities) Rules (Chapter 571H of the Laws of Hong Kong), as amended from time to time;

"**Company**" means CCB International Securities Limited 建銀國際證券有限公司, which is licensed with the SFC (CE No. AMB276) under the SFO to carry on business in Type 1 (dealing in securities), Type 2 (dealing in futures contracts) and Type 4 (advising on securities) regulated activities in Hong Kong, including its successors and assigns;

"**Controlling Person**" means any natural person who exercises control over a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Person" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations. Where no natural person or persons is or are identified as exercising control of the entity through ownership interests, the controlling person of the entity is deemed to be the natural person who holds the position of senior managing official;

"**controlling entity relationship**" means, in relation to a corporation, a relationship where:

(a) the corporation is (alone or with any of its associates) (i) entitled to exercise or control the exercise of not less than 20% of the voting power at the general meetings of the Company, (ii) has the right to nominate any of the directors of the Company, or (iii) has an interest in shares carrying the right to veto any resolution or amend, modify, limit or add conditions to any resolution, at general meetings of the Company;

(b) the Company is (alone or with any of its associates) (i) entitled to exercise or control the exercise of not less than 20% of the voting power at the general meetings of the corporation, (ii) has the right to nominate any of the directors of the corporation, or (iii) has an interest in shares carrying the right to veto any resolution or amend, modify, limit or add conditions to any resolution, at general meetings of the corporation; or

(c) another person is a controlling entity (as described in paragraphs (a) and (b)) of the Company and the corporation, respectively.

"**Corporate**" means a Client that is a corporation, partnership trust or other form of non-natural persons, excluding Institutional Clients;

"**Electronic Services**" means the Electronic Trading Service, the Interactive Voice Response Service and the Mobile Phone Trading Service;

"**Electronic Trading Service**" means a facility or program provided by the Company which enables Clients to give electronic instructions to the Company relating to the purchase or sale of securities through the Account(s) and access related information, with respect to the services provided under this Agreement;

"**Event of Default**" has the meaning ascribed thereto in Clause 15;

"**Exchange**" has the meaning ascribed thereto in Clause 2.1;

"**FATCA**" means:

(a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended, or any associated regulations or other official guidance;

(b) any treaty, law, regulation or other official guidance enacted in any jurisdiction, or relation to an intergovernmental agreement between the United States and any other jurisdiction (including for the avoidance of doubt, the intergovernmental agreement between the United States and Hong Kong), which (in either case) facilitates the implementation of (a) above;

(c) any agreement pursuant to the implementation of (a) and/or (b) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any jurisdiction; or

(d) any similar or analogous legislation, treaty, intergovernmental agreement, foreign financial institution agreement, regulation, or other official guidance of any taxation authority in any jurisdiction;

"**Financial Account Information**" means in respect of a Client, any Controlling Person or any Substantial U.S. Owner (i) any personal information including without limitation, name, residential and mailing address (including any hold mail instruction or in-care-of address) or registered address and principal place of business (in case of entity account holders), contact information (including telephone number), social security number, citizenship(s), the jurisdiction(s) of tax residence, taxpayer identification number(s) (or its functional equivalent in the absence of taxpayer identification number in that jurisdiction(s)), tax status, date and place of birth or incorporation/formation (in case of entity account holders), financial statements, certification of AEOI or FATCA status, or such other personal information as may be requested or required pursuant to Applicable Laws and Regulations; (ii) any account information including without limitation, the account number (or a functional equivalent in the absence of an account number), the name and identifying number of the reporting financial institution, account balance or value, currency denomination, gross receipts, payments made to or withdrawals from the account, the total gross amount of interest, dividends, proceeds or other income paid or credited to the account or generated with respect to assets held in the account or from the sale or redemption of such assets, the fact of closure of the account, or any other relevant account information; and (iii) any documentation or information (including without limitation self-certification forms, accompanying statements, waivers, and consents) as the Company may from time to time require or as the Client, any Controlling Person or any Substantial U.S. Owner may from time to time give pursuant to the Applicable Laws and Regulations;

"**Financial Product**" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. For the purpose of this definition, "leveraged foreign exchange contracts" mean those traded by persons licensed for Type 3 regulated activity under the SFO.

"**FINMA**" means the Swiss Financial Market Supervisory Authority;

"**GDRs**" means global depositary receipts listed on SIX Swiss Exchange;

"**GEM**" means the Growth Enterprise Market of Hong Kong;

"**Group Company**" means direct or indirect holding companies of the Company and direct or indirect subsidiaries of itself or of such holding companies;

"**HKEx**" means Hong Kong Exchanges and Clearing Limited;

"**HKSCC**" means the Hong Kong Securities Clearing Company Limited;

"**Hong Kong Regulator**" has the meaning ascribed thereto in Clause 22.2;

"**Institutional Client**" means a Client that falls under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO.

"**Instruction**" means any instruction in relation to any Account given in any form or by any means accepted by the Company from time to time.

"**Interactive Voice Response Service**" means a service to be provided by the Company giving the Client access to deal with securities and to an enquiry hotline, as the Company may specify from time to time;

"**Login Name**" means the Client's personal identification used in conjunction with the Password to gain access to the Electronic Trading Service, the Interactive Voice Response Service, the Mobile Phone Trading Service and other services offered by the Company;

"**Losses**" means any losses (including loss of profits and any diminution in the value of or loss or damage to any property or security under and in connection with the Account(s) or in respect of the services or transactions carried out under the Agreement), damages, costs (including legal costs on a full indemnity basis), fines, expenses, fees, taxes, charges, levies, duties actions, suits, proceedings, claims, claims for an account or equitable compensation or equitable lien, liabilities and any other demands or remedy of any nature whatsoever, as applicable;

"**Mobile Phone Trading Service**" means a mobile service or application through which Clients may access services or information relating to their Account(s), including but not limited to functions such as account enquiry, securities trading and provision of securities quotes or as the Company may otherwise specify from time to time;

"**monies**" means any money received or held by or on behalf of (a) the Company, or (b) any corporation which is in a controlling entity relationship with the Company, which is so received or held on behalf of a Client, including any interest or other amounts derived from the holding of such money;

"Overseas Traded Securities" has the meaning ascribed hereto in Clause 4.3;

"**Password**" means the Client's personal password(s) used in conjunction with the Login Name to gain access to the Electronic Trading Service, the Interactive Voice Response Service, the Mobile Phone Trading Service and any other services offered by the Company;

"**Privacy Policy**" means the Company's general policy on disclosing customer information (including personal data) as set out in any statements, circulars, notices or other communications or terms and conditions, as updated from time to time;

"**Professional Investor**" has the meaning ascribed thereto in section 1 of Part 1 of Schedule 1 to the SFO;

"**securities**" has the meaning ascribed thereto by the SFO and, if the context so requires or permits, shall include securities collateral;

"**SEHK**" means The Stock Exchange of Hong Kong Limited;

"Severe weather conditions" means Typhoon Signal No. 8 or above or the Black Rainstorm Warning issued by the Hong Kong Observatory, or "Extreme Conditions" announcement by the Government of Hong Kong;

"**SFC**" means the Securities and Futures Commission;

"**SFC Code of Conduct**" means Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended from time to time;

"**SFO**" means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), as amended from time to time;

"**Shanghai Connect**" means the Shanghai-Hong Kong Stock Connect;

"**Shenzhen Connect**" means the Shenzhen-Hong Kong Stock Connect;

"**SIX**" means SIX Swiss Exchange;

"**SSE**" means the Shanghai Stock Exchange;

"**SSE Securities**" means securities listed on the SSE;

"**SSE/SZSE Rules**" means the relevant rules of the SSE and/or SZSE;

"**Stock Connect Authority**" means any exchanges, clearing systems and regulators which provide services in relation to and/or regulate Shanghai Connect and/or Shenzhen Connect and activities relating to Shanghai Connect and/or Shenzhen Connect from time to time;

"**Substantial U.S. Owner**" includes specified U.S. persons as defined under FATCA who (1) with respect to any non-U.S. corporation, directly or indirectly own more than 10% of the corporation's stock (by vote or value), (2) with respect to a non-U.S. partnership, directly or indirectly own more than 10% of the profits or capital interests in the partnership, and (3) with respect to a trust, are treated as the owner of the trust or treated as holding directly or indirectly more than10% of the beneficial interests of the trust;

"**Swiss Regulator**" has the meaning ascribed thereto in Clause 22.3;

"**SZSE**" means the Shenzhen Stock Exchange;

"**SZSE Securities**" means securities listed on the SZSE;

"**Terms and Conditions**" means these Cash Securities Trading Account Terms and Conditions as amended from time to time;

"**U.S.**" or "**United States**" means the United States of America; and

"**U.S. Person**" includes any natural person who is a citizen of or resident in the United States; a corporation, partnership or other business organization organized or incorporated under the laws of the United States or any political subdivision thereof, any estate or trust which is administered by an executor or trustee who is a U.S. person or the income of which is subject to U.S. federal income taxation regardless of its source; any account (other than any estate or trust held by a dealer or fiduciary for the benefit of a U.S. person) and any partnership or corporation organized and incorporated under the laws of any foreign jurisdiction which was formed by U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933. "**U.S. Person**" shall not include any branch or agency of a United States bank or insurance company that is operating outside the United States for valid business reasons as a locally regulated branch or agency engaged in the banking or insurance business and not formed primarily for the purpose of investing in securities not registered under the United States Securities Act of 1933. For purposes of this definition, the "United States" includes the United States of America, its states, territories and possessions and the District of Columbia. The Company reserves the right to amend this definition of "U.S. Person" by notice to the Client as may be necessary to conform to applicable law and authoritative interpretation thereof.

1.2 In this Agreement:

1.2.1 unless the context otherwise requires, words and expressions defined in the SFO, the Client Money Rules and the Client Securities Rules shall have the same meanings in this Agreement;

1.2.2 references to the "**Client**", wherever used, shall in the case where the Client(s) is/are (a) individual(s), include the Client(s) and his/their respective successors, assigns, executors and administrators, (b) a sole proprietorship firm, include the sole proprietor and his successors, assigns, executors and administrators in the business, (b) a partnership, include the partners who (i) are the partners of the firm at the time when the Client's said Account(s) is/are being maintained, or (ii) at any time hereafter be or have been a partner of the partnership, and their respective successors, assigns, executors and administrators with respect to such partnership. and (c) a company, include its successors, assigns, executors and administrators;

1.2.3 references to Clauses and sub-Clauses unless otherwise stated are to clauses and sub-clauses of this Agreement;

1.2.4 the headings to the clauses are for convenience only and do not affect their interpretation and construction;

1.2.5 words denoting the singular include the plural and vice versa;

1.2.6 words importing any gender include every gender and references to persons include companies and corporations; and

1.2.7 for the purposes of this Agreement, the terms “tax” and “taxes” shall include any amounts deducted or withheld in connection with FATCA.

2. APPLICABLE RULES AND REGULATIONS

2.1 This Agreement and all transactions for the Account(s) shall be subject to Applicable Laws and Regulations including, without limitation, the relevant constitution, rules, regulations, by-laws, customs and usages, as amended from time to time, of SEHK or such other stock exchanges or markets or over-the-counter markets in or outside Hong Kong (including SIX) (the "**Exchange(s)**"), and the HKSCC or such other clearing houses in or outside Hong Kong ("**Clearing House(s)**"), in which the Company is dealing on the Client's behalf, and to the laws of Hong Kong, Switzerland and of such other places, as amended from time to time.

2.2 The Rules of SEHK and the HKSCC or, as the case may be, the rules of the relevant overseas Exchange(s) and Clearing House(s) (including SIX), in particular those rules which relate to trading and settlement, shall be binding on both the Company and the Client in respect of transactions concluded on the instructions of the Client.

3. PROFESSIONAL INVESTOR TREATMENT

3.1 Where the Client is a Professional Investor, the Client hereby acknowledges, confirms and agrees that it:

3.1.1 falls within the definition of “professional investor” under paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO ("**Institutional Professional Investor**") and understands that the Company will not and will not be required to ensure the products and services are suitable for the Client;

OR

3.1.2 falls within the definition of “professional investor” under section 4, 6 or 7 of the Professional Investor Rules ("**Corporate Professional Investor**") and satisfies the criteria under paragraph 15.3A of the SFC Code of Conduct (set out in Schedule 2 to these Terms and Conditions) in particular that it has the appropriate corporate structure and investment process and controls, the person/s responsible for making investment decisions on behalf of the Client has/have sufficient investment background, and the Client is aware of the risks involved in relation to the

relevant products and/or markets to be invested in under these Terms and Conditions.

Where this sub-clause 3.1.2 is applicable, the Client further agrees and confirms that:

(a) it agrees to be treated as a "professional investor" in the relevant products and markets for the purposes of the SFC Code of Conduct and acknowledges that, as a consequence, it loses any protections otherwise available to it under the SFC Code of Conduct including, without limitation, those set out in Part A and Part B of Schedule 1 to these Terms and Conditions and otherwise provided by the SFC, in respect of the relevant Services to be provided to it under these Terms and Conditions;

(b) in particular, the Client understands that with respect to any solicitation or recommendation of any Financial Product in the relevant products and markets to be made or provided to the Client, the Company will not be required to (i) ensure the suitability of any such solicitation, recommendation or advice provided to the Client, (ii) establish the Client's financial situation, investment experience and/or investment objectives, or (iii) assess the Client's knowledge of derivatives and characterize it accordingly;

(c) the consequences of consenting to being treated as a "professional investor" in the relevant products and markets as described in sub-clause 3.1.2(a) and the right to withdraw from being treated as such (whether in respect of any or all relevant products or markets) have been fully explained to the Client;

(d) the Client understands that it has the right to withdraw from being treated as such in respect of any or all relevant products or markets at any time but confirms that, for the purposes of the Services to be provided by the Company to the Client under these Terms and Conditions, the Client wishes be treated as a "professional investor" in the relevant products and markets for the purposes of the SFC Code of Conduct as described in sub-clause 3.1.2(a); and

(e) the Client may withdraw from being treated as a "professional investor" in respect of any or all relevant products and markets for the purposes of the SFC Code of Conduct at any time during the course of the Client's relationship with the Company, by providing the Company with not less than 14 days' prior notice in writing.

OR

3.1.3 falls within the definition of “professional investor” under section 4, 6 or 7 of the Professional Investor Rules (i.e., a Corporate Professional Investor) but does not satisfy the criteria under paragraph 15.3A of the SFC Code of Conduct (set out in Schedule 2 to these Terms and Conditions).

Where this sub-clause 3.1.3 is applicable, the Client further agrees and confirms that:

(a) it agrees to be treated as a "professional investor" in the relevant products and markets for the purposes of certain provisions of the SFC Code of Conduct and acknowledges that, as a consequence, it loses certain protections otherwise available to it under the SFC Code of Conduct including, without limitation, those set out in Part B of Schedule 1 to these Terms and Conditions and otherwise provided by the SFC, in respect of the relevant Services to be provided to it under these Terms and Conditions;

(b) the consequences of consenting to being treated as a "professional investor" in the relevant products and markets for the purposes of the SFC Code of Conduct as described in sub-clause 3.1.3(a) and the right to withdraw from being treated as such (whether in respect of any or all relevant products or markets) have been fully explained to the Client;

(c) the Client understands that it has the right to withdraw from being treated as such in respect of any or all relevant products or markets at any time but confirms that, for the purposes of the Services to be provided by the Company to the Client under these Terms and Conditions, the Client wishes be treated as a "professional investor" in the relevant products and markets for the purposes of the SFC Code of Conduct as described in sub-clause 3.1.3(a); and

(d) the Client may withdraw from being treated as a "professional investor" for the purposes of the SFC Code of Conduct in respect of any or all relevant products or markets at any time during the course of the Client's relationship with the Company, by providing the Company with not less than 14 days' prior notice in writing.

OR

3.1.4 falls within the definition of “professional investor” under section 5 of the Professional Investor Rules ("**Individual Professional Investor**").

Where this sub-clause 3.1.4 is applicable, the Client further agrees and confirms that:

(a) it agrees to be treated as a "professional investor" in the relevant products and markets for the purposes of certain provisions of the SFC Code of Conduct and acknowledges that, as a consequence, it loses certain protections otherwise available to it under the SFC Code of Conduct including, without limitation, those set out in Part B of Schedule 1 to these Terms and Conditions and otherwise provided by the SFC, in respect of the relevant Services to be provided to it under these Terms and Conditions;

(b) the consequences of consenting to being treated as a "professional investor" in the relevant products and markets for the purposes of the SFC Code of Conduct as described in sub-clause 3.1.4(a) and the right to withdraw from being treated as such (whether in respect of any or all relevant products or markets) have been fully explained to the Client;

(c) the Client understands that it has the right to withdraw from being treated as such in respect of any or all relevant products or markets at any time but confirms that, for the purposes of the Services to be provided by the Company to the Client under this Agreement, the Client wishes be treated as a "professional investor" in the relevant products and markets for the purposes of the SFC Code of Conduct as described in sub-clause 3.1.4(a); and

(d) the Client may withdraw from being treated as a "professional investor" in the relevant products and markets for the purposes of the SFC Code of Conduct in respect of any or all relevant products or markets at any time during the course of your relationship with the Company, by providing the Company with not less than 14 days' prior notice in writing.

3.2 Where the Company has categorised the Client as a "professional investor" as described in Clause 3.1 based on the information provided by the Client to the Company:

3.2.1 the Client shall inform the Company promptly in the event that any such information ceases to be true, complete and accurate; and

3.2.2 by signing the Account Opening Form, the Client agrees and confirms that it has no objection to the terms upon which the Company proposes to deal with the Client as a professional investor as described in this Clause 3.

3.3 The Company will notify the Client of any material change to the information provided in the Agreement. If there is any material change of information in relation to the Client’s identification or registration, the Client undertakes to notify the Company accordingly.

4. INSTRUCTIONS

4.1 The Client hereby instructs and authorizes the Company to open and maintain in its books one or more Account(s) in the name of the Client for the purpose of purchasing, investing in, selling, exchanging, disposing of, any dealing in or other transaction in securities in accordance with this Agreement.

4.2 The Company may act as principal or as agent in dealing with or for the Client. Unless the relevant transaction is a fixed income transaction (including, without limitations, transactions involving bonds, notes, and certificates) (**"Fixed Income Transactions"**) or the Company has otherwise disclosed that it is acting as principal, the Company acts as agent of the Client and is hereby authorized to act as the agent of the Client relating to the purchase and sale of or other dealings in securities as well as the registration, withdrawal or collection of securities or distributions from securities, or the exercise of any rights or claims arising from or relating to securities including (without limitation) dividends, rights issues, conditional cash offers or other corporate actions. In respect of Fixed Income Transactions with or for the Client, the Company will act as principal, unless the Company has disclosed that it is acting as agent. Specifically where the Company acts as principal in Fixed Income Transactions, the Company and its affiliates will have a holding or market making position, unless the Company has disclosed otherwise. The client shall take note of the Company's Best Execution Policy published from time to time.

4.3 Unless expressly agreed with the Client, the Company does not have any obligation to provide execution services in respect of securities that are listed or traded, or to be listed or traded, on an overseas Exchange ("**Overseas Traded Securities**") to the Client. The Company may, from time to time and on a case-by-case basis, agree in writing to provide execution services in respect of Overseas Traded Securities that are listed or traded, or to be listed or traded, in an overseas Exchange or overseas Exchanges under any additional terms notified by the Company to the Client.

4.4 Without prejudice to the generality of the provisions in this Clause 4, where the Company agrees to provide execution services in respect of Overseas Traded Securities to the Client pursuant to sub-clause 4.3, the Client agrees and acknowledges that:

4.4.1 the Client will comply with any additional terms notified by the Company to the Client in respect of execution services in respect of the relevant Overseas Traded Securities;

4.4.2 the Company may not be licensed, registered or otherwise regulated in the jurisdiction where the relevant overseas Exchange is or be a member of the relevant overseas Exchange;

4.4.3 in processing the Client's Instruction, the Company may pass on the Client's Instruction or route the Client's order to, or otherwise deal with or through, any other agent (including third party brokers) in accordance with sub-clauses 4.5 and 4.15;

4.4.4 transactions in respect of Overseas Traded Securities may be subject to the rules of the relevant overseas Exchange and the Applicable Laws and Regulations of the jurisdiction of the relevant overseas Exchange;

4.4.5 the Client will comply with all Applicable Laws and Regulations and the applicable rules of the relevant Exchange when giving Instructions or transacting in Overseas Traded Securities, and the Client shall not give any Instructions or otherwise transact in Overseas Traded Securities if the Client is not familiar with such Applicable Laws and Regulations or the rules of the relevant Exchange;

4.4.6 the Client is responsible for its Instructions in respect of Overseas Traded Securities;

4.4.7 securities or money received on the Client's behalf in respect of transactions in Overseas Traded Securities may be received or held outside Hong Kong;

4.4.8 the Client may not short sell any Overseas Traded Securities and no short selling will be accepted by the Company in respect of Overseas Traded Securities, unless otherwise permitted by the Company in writing; and

4.4.9 the Company may, at any time and at its absolute discretion, refuse or delay to act on any Instruction of the Client or suspend or terminate any execution services provided to the Client in respect of Overseas Trading Securities, and shall not be obliged to give any reason for so doing. In particular, the Company may refuse or delay to act on an Instruction of the Client or suspend or terminate any execution services provided to the Client in respect of Overseas Trading Securities if the Company is of the view that the Client is not in compliance with any provision of these Terms and Conditions.

4.5 All transactions for the Account(s) may be effected by the Company directly on any Exchanges where the Company is authorized to deal in securities, or, at its option, on any Exchanges indirectly through any other company which the Company may, at its discretion, decide to appoint.

4.6 Where the Company will provide the Client with information requested by the Client from time to time on the prices of or other information relating to securities, the Company will not be obliged to provide the Client with any translation of any such information requested by the Client.

4.7 The Client will operate his Account(s) by giving Instructions to the Company (a) himself/themselves, and/or (b) through another person or other persons duly appointed and authorized by such Client to operate the relevant Account(s) on his/their behalf provided that the Client has provided the Company with written evidence of such appointment and authorization and the name and address of the appointed and authorized person(s) in advance.

4.8 All Instructions shall be given by the Client to the Company either (a) verbally in person or by telephone, or (b) in writing delivered by post, by hand, by e-mail or otherwise, or by facsimile transmission, or by any other means acceptable to the Company. Where the Client is an individual or a Corporate, such Client may also give instructions to the Company through the Electronic Services in accordance with the provisions of Clause 19.

4.9 The Company shall be entitled to rely on any Instruction, direction, notice or other communication which the Company reasonably believes to be from a person authorized to act on the Client's behalf and the Client shall be bound by such communication. To the extent not restricted under Applicable Laws and Regulations, the Client agrees to indemnify the Company and hold the Company harmless from and against all Losses reasonably and properly incurred by the Company in reliance thereupon, save for, with respect to Institutional Clients, gross negligence, fraud or wilful misconduct by the Company or any of its officers, employees or agents. With respect to the Company and its officers and employees and any agent that is a member of the CCB International group of companies, references to fraud, gross negligence or wilful misconduct mean a finding to such effect by a competent court in relation to the conduct of the relevant party.

4.10 The Company may record all telephone conversations with the Client in order to verify the instructions of the Client. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Client in the event of any dispute.

4.11 Notwithstanding anything herein contained, the Company shall be entitled, at its absolute discretion, to refuse to act on any Instruction and shall not be obliged to give any reason for such refusal. In particular (without prejudice to the generality of the foregoing) the Company may refuse to act, or delay in acting, on any Instruction for the sale of securities if (a) such securities are not registered in the name of the Company or documents of title relating to such securities are not held by the Company, (b) if at the time of such Instruction there are insufficient securities or, as the case may be, monies in the Account(s) in order to effect settlement of the relevant transaction on the due settlement date, or (c) where in the opinion of the Company such Instructions are contrary to any Applicable Laws and Regulations and the Company shall be authorized to amend such Instructions so that they comply with such Applicable Laws and Regulations. No failure on the part of the Company to execute any Instruction shall give rise to any claim by the Client against the Company.

4.12 If an order cannot be executed or wholly executed, the Company shall be under no obligation to notify the Client immediately. With respect to Institutional Clients, the Company will use commercially reasonable efforts to inform such Institutional Client as soon as practicable. Accordingly, if the Client requires immediate confirmation as to whether any transaction has been effected he should contact the Company subsequently. Instructions to buy or sell securities may be partially executed if the Instructions cannot be fully executed.

4.13 By reason of physical restraints on the Exchanges and rapid changes in the prices of securities that frequently take place, there may, on occasions, be a delay in quoting prices or in dealing. The Company may not after using reasonable endeavours be able to trade at the prices quoted at any specific time. To the extent not restricted under Applicable Laws and Regulations, the Company shall not be liable for any Losses arising by reason of its failing, or being unable, to execute or comply with any Instruction in part or in full, provided that with respect to Institutional Clients, this limitation of liability shall not apply to instances of gross negligence, fraud or wilful misconduct by the Company or any of its officers, employees or agents. With respect to the Company and its officers and employees and any agent that is a member of the CCB International group of companies, references to fraud, gross negligence or wilful misconduct mean a finding to such effect by a competent court in relation to the conduct of the relevant party. Where the Company is unable after using reasonable endeavours to execute or comply with any Instruction in full, the Company is authorized to effect partial performance of the Instruction. The Client accepts and agrees to be bound by all transactions entered into by the Company pursuant to Instructions received.

4.14 Any day order for the purchase or sale of securities placed by the Company at the request of the Client that has not been executed before the close of trading hours of the relevant Exchange or such other expiration date required by the relevant Exchange or such other later time as the Client and the Company may agree shall be deemed to have been cancelled automatically (to the extent not executed if executed in part).

4.15 The Company may, for the purpose of carrying out any Instruction, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with the Company, on such terms and conditions as the Company may in its absolute discretion determine to the extent not restricted under Applicable Laws and Regulations.

4.16 The Client acknowledges that due to the trading practices of the Exchanges or other markets in which transactions are executed, the Company may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by the Company following Instructions received by the Company.

4.17 The Company may in its absolute discretion determine the priority in the execution of its clients' orders, having due regard to the sequence in which such orders were received, and the Client shall not have any claim of priority to another client in relation to the execution of any order received by the Company.

4.18 The Client acknowledges and agrees that:

4.18.1 the Client retains full responsibility for all trading and other investment decisions with respect to the Account(s);

4.18.2 where the Client enters into a transaction to buy and/or sell securities without or inconsistent with any solicitation or recommendation from the Company and to the extent not restricted under Applicable Laws and Regulations, (a) the Company shall not have any obligation or duty to assess whether or ensure that the relevant securities are suitable for the Client, and (b) the Client acknowledges and agrees that (i) it is his/their sole responsibility to assess and to satisfy himself/themselves that such transaction is appropriate for him/them, and (ii) the Company shall not be liable for any Losses of any kind incurred or suffered by the Client in connection with such transactions;

4.18.3 the Company provides execution, clearing and other trading services to the Client with respect to the Account(s) in accordance with Instructions received;

4.18.4 the Company provides advisory services with respect to securities to the Client and, if applicable, will ensure reasonable suitability as set out in Clause 4.19;

4.18.5 the Company has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account(s) or any transaction therein;

4.18.6 any information provided by the Company, its employees or agents, upon the request of the Client, shall not, by itself, constitute solicitation of the sale or recommendation of any securities or services.

4.19 Where the Client is <u>not</u> a Professional Investor as described under Clause 3.1.1 or Clause 3.1.2, if the Company solicits the sale of or recommends any Financial Product to the Client, the Financial Product must be reasonably suitable for such Client having regard to such Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this Clause 4.19.

4.20 The Client hereby acknowledges and agrees that under normal circumstances the Company does not accept third-party monies deposits and third-party monies withdrawals.

4.21 Without prejudice to Clause 4.20 and under exceptional and legitimate circumstances, the Company may accept third-party monies deposit requests and third-party monies withdrawal requests (collectively, the **"Third-Party Deposit and Withdrawal Requests"**) from the Client subject to the Company's internal procedures and upon the Client providing to the Company such information as may be determined and required by the Company from time to time. Notwithstanding the foregoing, the Company shall be entitled, at its sole and absolute discretion, to refuse to act on such Third-Party Deposit and Withdrawal Requests and shall not be obliged to give any reason for such refusal.

4.22 For third-party monies deposit requests refused by the Company pursuant to Clause 4.21, the Client hereby agrees that the Company is hereby authorized to, without prior notice to the Client, to return such monies back to the original third-party source of deposit, and the Company shall not be liable to the Client or any third-party for any interests, charges, expenses, claims, losses, costs and damages arising from such monies return.

4.23 The Client hereby acknowledges and agrees that the Client shall indemnify and keep indemnified the Company from any Losses incurred by the Company in connection with the Company's performance of any of its obligations or exercise of its right or discretion in connection with the Third-Party Deposit and Withdrawal Requests.

5. MARGIN AND FUNDING

This Agreement shall apply to an account for cash dealing only. Nothing in this Agreement shall oblige the Company or any Group Company to grant or maintain any margin or credit facilities with respect to the Account(s).

6. SETTLEMENT

6.1 Unless otherwise agreed in writing by the Company, in respect of each sale and purchase transaction executed on behalf of the Client, unless the Company is already holding cash or securities on behalf of the Client to settle the transaction:

6.1.1 where the Company acts as agent of the Client in respect of the transaction, (i) the Client shall pay the Company cleared funds against delivery of securities purchased by the Company on the Client's behalf against a credit to the Account(s); or (ii) the Client shall deliver to the Company securities in deliverable form sold by the Company on the Client's behalf against a debit to the Account(s) for the securities sold by the Company on the Client's behalf, as the case may be; or

6.1.2 where the Company acts as principal in respect of the transaction, (i) the Client as counterparty to the transaction shall pay the Company cleared funds against delivery of securities by the Company as credited to the Account(s) for the securities purchased by the Client; or (ii) the Client as counterparty to the transaction shall deliver to the Company securities in deliverable form sold by the Client to the Company against a debit to the Account(s) for the securities sold by the Client, as the case may be,

by such date and time as prescribed and notified (whether verbally or in writing) to the Client by the Company in relation to the relevant transaction.

6.2 Unless otherwise agreed in writing by the Company, the Client agrees that should the Client fail to make such payment or delivery of securities by the time and date prescribed by the Company pursuant to Clause 6.1, the Company is hereby authorized to:

6.2.1 in the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client's obligations to the Company; or

6.2.2 in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to the Company.

6.3 The Client hereby acknowledges that the Client shall indemnify and keep indemnified the Company from any Losses incurred by the Company in connection with the Client's failure to meet his/their obligations by the time and date prescribed by the Company pursuant to Clause 6.1.

7. SHORT SALES

7.1 Clauses 7.2, 7.3 and 7.4 are applicable to Institutional Clients only and are subject to Clause 4.4.8. With respect to Clients who are not Institutional Clients, the Client acknowledges that the Company will not accept an instruction to sell for short account on behalf of such Client and the Company shall not be responsible to such Client for identifying whether or not an instruction is to sell for short account.

7.2 Whenever any instruction to be given by an Institutional Client is an instruction to sell in respect of securities which the Institutional Client does not own (a short sale), the Institutional Client undertakes to inform the Company immediately of the same and to provide the particulars of the borrowed securities in connection with the short sale and any other related information requested by the Company upon the Company's request.

7.3 The Institutional Client acknowledges that the Company has the absolute discretion to reject an instruction to execute a short sale on behalf of the Institutional Client. The Company shall not be responsible for identifying whether or not an Instruction is to sell for short account.

7.4 The designation of a sale order by such Institutional Client that is not marked "short" shall constitute a representation by the Institutional Client that the

Institutional Client owns and intends to deliver the securities (i.e., the sale is "long"); and if the securities is not in the Company's possession at the time of contract for sale, the Institutional Client shall deliver the security to the Company promptly but in no event later than the applicable settlement date.

8. CONTRACT NOTES

8.1 Where the Client is a Professional Investor as described in Clause 3.1, the Client agrees not to receive any contract notes, statements of the Account and/or receipts from the Company or any of its affiliates under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong), as amended from time to time.

8.2 Where the Client is not a Professional Investor, the Company shall within the period from time to time specified under the SFO or the subsidiary legislation related thereto or the rules of any Exchange as amended from time to time, send to the Client copies of the contract note relating to any transactions in securities effected by the Company for the Account(s). The Company shall despatch the copy of the contract note to the Client at the last mailing address on record with the Company. The Client shall upon receipt of the contract note examine the same and to promptly give notice to the Company if the Client considers that any details stated therein are incorrect in any respect. If the Company does not receive any written objection from the Client within the period stipulated in a contract note for this purpose, the Client shall be deemed to have accepted all the transaction details contained as true and accurate in all respects.

9. STATEMENTS

9.1 This Clause 9 is only applicable where the Client is not a Professional Investor.

9.2 The Company shall send the Client monthly statements showing the position of the Account. Such statement shall be in such form and contain such information as the Company may from time to time determine.

9.3 The Company shall send to the Client such information relating to the Account as the Client may from time to time reasonably require in writing.

9.4 The Client shall upon receipt of a monthly statement examine the same. If the Company does not receive any written objection from the Client in respect of any details stated in a monthly statement within the period stipulated in the statement for this purpose, the Client shall be deemed to have accepted the same as true and accurate in all respects. Notwithstanding the foregoing, the Client shall not have the right to object to details contained in a monthly statement if those details have already been previously stated in a contract note which have been accepted by the Client as true and accurate.

9.5 The Company shall despatch the monthly statement and any other information requested in accordance with Clauses 9.1 and 9.3 respectively to the Client at the last mailing address on record with the Company.

10. COMMISSIONS AND EXPENSES

10.1 All transactions executed in pursuance of the instructions of the Client on the Exchanges shall be subject to a transaction levy and any other levies that the relevant Exchange from time to time may impose. The Company is authorized to collect any such levies in accordance with the rules prescribed by the relevant Exchange from time to time.

10.2 Without prejudice and in addition to any other rights and remedies of the Company hereunder, the Client hereby irrevocably authorizes the Company, without prior notice to the Client, to apply or withhold all or any part of any cash, securities or other properties held for the account of the Client by the Company in the Account(s) whatsoever and whether or not relating to a particular transaction or order, in or towards payment of money properly required to meet commissions, brokerages, taxes (including taxes that are potentially payable as determined by the Company in its reasonable discretion), stamp duties, bank charges, transfer fees, interest, custodial expenses or other charges in respect of or connected with the Account(s) or any transactions or services thereof or any securities therein. The Client shall also on demand pay the Company forthwith such amounts or additional amounts as notified by the Company to him from time to time.

10.3 The Company and/or any of its associated entities shall, at the Company's absolute discretion, be entitled to solicit, accept and retain from any broker or any other person and retain for the Client its own account and benefit absolutely any and all profit, rebate (including rebates from standard commissions charged by brokers or other agents to their clients), brokerage, commission, fee, benefit, discount and other advantage (whether monetary or otherwise) from any person arising out of or in connection with the Account(s) or the provision of the services under the Agreement, whether these are managed, advised, issued or distributed by the Company, without having to account to the Client.

10.4 The Company and/or any of its associated entities or agents shall, at their absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for the Client in accordance with this Agreement, including any commissions, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by companies or other agents to their clients. The Company and/or any of its associated entities or agents shall also, at their absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any benefit relating to commissions or similar payments in connection therewith.

10.5 Unless otherwise informed by the Company, the Company is not an independent intermediary because: (a) it receives fees, commissions, or other monetary benefits from other parties (which may include product issuers) in relation to its distribution of investment products to the Client. For details, the Client should refer to the Company's disclosure on monetary benefits which it is required to deliver to the Client prior to or at the point of entering into any transaction in investment products; and/or (b) it receives non-monetary benefits from other parties, or has close links or other legal or economic relationships with issuers of products that it may distribute to the Client.

11. INTEREST

11.1 Unless otherwise indicated, the Client undertakes to pay interest to the Company in respect of any debit balance on the Account(s) at any time at such rate as may be specified from time to time by the Company or failing any such specification at a rate equivalent to 5 per cent per annum above the prime rate quoted by China Construction Bank (Asia) Corporation Limited from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company.

11.2 Unless otherwise indicated:

11.2.1 in respect of any amount otherwise owing to the Company; or

11.2.2 in the event of any default under Clause 15 (whether monetary or otherwise),

the Client undertakes to pay interest to the Company at any time at such rate as may be specified from time to time by the Company or failing any such specification at a rate equivalent to 13 per cent per annum above the prime rate quoted by China Construction Bank (Asia) Corporation Limited from time to time. For the purpose of Clause 11.2.2, the relevant rate of interest payable by the Client to the Company shall be calculated based on the total amount owing to the Company at the time of such default.

Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company.

11.3 The Company may pay interest on credit balance on the Account(s) at the rate and time as determined by the Company from time to time. Notwithstanding the foregoing, the Company may apply negative interest rate over credit balance on the Account(s). Negative interest will be calculated at the rate, and be debited from the Account(s) at the time, determined by the Company from time to time. Different currencies may have different rates and such negative interest will be calculated for each day over a 360 or 365 day year according to the Company's practice for the relevant currency.

12. SECURITIES IN THE ACCOUNT(S)

12.1 The Client authorizes the Company and its associated entities, in respect of all securities held in the Account(s) and all securities received or held by or on behalf of the Company (or any corporation which is in a controlling entity relationship with the Company) for or on behalf of the Client or in which the Client has a legal or equitable interest in accordance with the Client Securities Rules, as applicable, to (a) register such securities in the name of an associated entity of the Company or in the Client's name, or (b) deposit such securities in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company or an associated entity of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities, or otherwise in accordance with the Client Securities Rules.

12.2 Any securities held by the Company, any associated entity of the Company, banker, institution, custodian or other intermediary pursuant to Clauses 12.1 shall be at the sole risk of the Client and the Company and the relevant associated entity, banker, institution, custodian and other intermediary shall be under no obligation to insure the Client against any risk, and such obligation shall be the sole responsibility of the Client.

12.3 If in relation to any securities deposited with the Company which are not registered in the Client's name, any dividends or other distributions or benefits accrue in respect of such securities, the Account(s) shall be credited (or other payment made to the Client as may be agreed between the Company and the Client) with the proportion of such benefit equal to the proportion of the securities held on behalf of the Client out of the total number or amount of such securities.

12.4 If in relation to any securities deposited with the Company but which are not registered in the name of the Client, any Loss is suffered by the Company, the Account(s) may be debited (or payment made by the Client as may be agreed) with the proportion of such Loss equal to the proportion of the securities held on behalf of the Client out of the total number or amount of such securities.

12.5 Except as provided in Clauses 4.22 , 6.2, 12.6 and 15.2, the Company shall not, without the Client's oral or written direction or standing authority under the Client Securities Rules, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any securities of the Client for any purpose.

12.6 Pursuant to section 6(3) of the Client Securities Rules, as applicable, the Client authorizes the Company to dispose, or initiate a disposal by its associated entity, of any of the securities held in the Account(s) and all securities received for or on the account of the Client or in which the Client has a legal or equitable interest (and the Company shall have absolute discretion to determine which securities are to be disposed of) in settlement of any liability owed by or on behalf of the Client to the Company or its associated entity or any third party.

12.7 The Company's obligations under Clause 12.1 shall be satisfied by the delivery, holding or registration in the Client's name or the Client's nominee of securities of the same class, denomination and nominal amount as, and rank *pari passu* with, those originally deposited with, transferred to or acquired by the Company on the Client's behalf (subject always to any capital reorganization which may have occurred in the meantime) and the Company shall not be bound to deliver or return securities which are identical with such securities in terms of number, class denomination, nominal amount and rights attached thereto.

13. MONIES IN THE ACCOUNT(S)

The Company shall deal with all monies held in the Account(s) and all monies received for or on the account of the Client or in which the Client has a legal or equitable interest in accordance with the Client Money Rules as applicable. Unless otherwise agreed between the Client and the Company, the Client agrees that the Company shall be entitled to retain absolutely and for its own benefit any interest accrued on such monies.

14. NEW LISTING OF SECURITIES

14.1 In the event that the Client requests and authorizes the Company to apply for securities in respect of a new listing and/or issue of securities on the Exchange as his agent and for his benefit or for the benefit of any other person, the Client hereby warrants to and for the Company's benefit that the Company have authority to make such application on the Client's behalf.

14.2 The Client shall familiarize himself and comply with all the terms and conditions governing the securities of the new listing and/or issue and the application for such new securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Client agrees to be bound by such terms and conditions in any such transaction the Client may have with the Company.

14.3 The Client hereby gives to the Company all the representations, warranties and undertakings which an applicant for securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant securities, the Exchange or any other relevant regulator or person).

14.4 The Client hereby further declares and warrants, and authorizes the Company to disclose and warrant to the Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by the Company as his agent is the only application made, and the only application intended to be made, by the Client or on the Client's behalf, to benefit the Client or the person for whose benefit the Client is applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by the Company and by the issuer, sponsors, underwriters or placing agents of the relevant securities, the Exchange or any other relevant regulator or person in respect of any application made by the Company as the Client's agent.

14.5 The Client acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.

14.6 The Client recognizes and understands that the legal, regulatory requirements and market practice in respect of applications for securities may vary from time to time as may the requirements of any particular new listing or issue of securities. The Client undertakes to provide to the Company such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as the Company may in the Company's absolute discretion determine from time to time.

14.7 In relation to a bulk application to be made by the Company or the Company's agent on the Company's own account and/or on behalf of the Client and/or the Company's other clients, the Client acknowledges and agrees:

14.7.1 that such bulk application may be rejected for reasons which are unrelated to the Client and the Client's application and neither the Company nor the Company's agent shall, in the absence of fraud, gross negligence or wilful default (with respect to the Company and its and any agent that is a member of the CCB International group of companies, references to fraud, gross negligence or wilful misconduct mean a finding to such effect by a competent court in relation to the conduct of the relevant party), be liable to the Client or any other person in consequence of such rejection; and

14.7.2 to indemnify the Company in accordance with Clause 24 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Client. Where the Client is an individual or a Corporate, the Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors.

15. EVENT OF DEFAULT

15.1 Any one of the following events shall constitute an event of default ("**Event of Default**"):

15.1.1 the Client's failure to pay any deposits or any other sums payable to the Company or submit to the Company any documents or deliver any securities to the Company hereunder, when called upon to do so or on due date and in the case where an Account is being held in the joint name of two or more persons, any such failure of payment, submission or delivery by any one of them;

15.1.2 default by the Client in the due performance of any of the terms of this Agreement and the observance of any applicable laws, regulations, by-

laws, rules and requirements of the appropriate Exchanges and/or Clearing Houses and in the case where an Account is being held in the joint name of two or more persons, any such default in respect of or against any one of them;

15.1.3 the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client and in the case where an Account is being held in the joint name of two or more persons, any such filing or proceedings in respect of or against any one of them;

15.1.4 the death of the Client (being an individual) and in the case where an Account is being held in the joint name of two or more persons, the death in respect of any one of them;

15.1.5 the levy or enforcement of any attachment, execution or other process against the Client and in the case where an Account is being held in the joint name of two or more persons, any such levy, enforcement or proceedings in respect of or against any one of them;

15.1.6 any representation or warranty made by the Client to the Company in this Agreement or in any document being or becoming incorrect or misleading and in the case where an Account is being held in the joint name of two or more persons, any such incorrect or misleading representation or warranty made by any one of them;

15.1.7 any consent, authorization or board resolution required by the Client (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;

15.1.8 the occurrence of any event which, in the sole opinion of the Company where the Client is an individual or a Corporate, or in the reasonable opinion of the Company where the Client is an Institutional Client, might jeopardize any of its rights under this Agreement;

15.1.9 the receipt by the Company of notice of any dispute as to the validity of any order or instruction from the Client and in the case where an Account is being held in the joint name of two or more persons, any such receipt in respect of or against any one of them; and

15.1.10 the continued performance of this Agreement becomes illegal or claim by any government authority to be illegal.

15.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Company may have against the Client and without further notice to the Client and to the extent not restricted under Applicable Laws and Regulations, the Company shall be authorized and entitled, at its sole discretion, to take any or all of the following actions:

15.2.1 immediately close the Account(s);

15.2.2 terminate all or any part of this Agreement;

15.2.3 cancel any or all outstanding orders or any other commitments made on behalf of the Client;

15.2.4 close any or all contracts between the Company and the Client, cover any short position of the Client through the purchase of securities on the relevant Exchange(s) or, subject to Clauses 12.5 and 12.6, liquidate any long position of the Client through the sale of securities in the Account(s) on the relevant Exchange(s);

15.2.5 subject to Clauses 12.5 and 12.6, dispose of any or all securities and other property held for or on behalf of the Client in the Account(s) and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Company;

15.2.6 combine, consolidate and set-off any or all Accounts of the Client in accordance with Clause 17; and

15.2.7 sell, transfer or otherwise dispose any or all securities and other property in the Account(s) or held for or on behalf of the Client for the purpose of complying with the applicable laws, regulations, by-laws and rules of the appropriate Exchanges and/or Clearing Houses or meeting the requirements thereof.

15.3 In the event of any sale or liquidation of the assets in the Account(s) pursuant to this Clause 15 and to the extent not restricted under Applicable Laws and Regulations:

15.3.1 the Company shall not be responsible for any Losses occasioned thereby howsoever arising if the Company has already used reasonable endeavours to sell or dispose of the securities or any part thereof at the then available market price;

15.3.2 the Company will exercise its own judgment in determining the time to sell or dispose of the securities or any part thereof and the Company shall not be responsible for any Losses occasioned thereby;

15.3.3 the Company shall be entitled to appropriate to itself or sell or dispose of the securities or any part thereof at the current price to any of the Company's Group Companies without being in any way responsible for Losses occasioned thereby howsoever arising and without being accountable for any profit made by the Company and/or any of the Company's Group Companies; and

15.3.4 the Client undertakes to pay to the Company any deficiency if the net proceeds of sale or net proceeds of liquidation shall be insufficient to cover all the outstanding balances owing by the Client to the Company.

15.4 Any determination of whether an Event of Default has occurred shall be based on the reasonable opinion of the Company. The Client undertakes to notify the Company in writing immediately upon becoming aware of the occurrence of any event which constitutes or is likely to constitute an Event of Default (although any failure to so notify the Company will not prevent an Event of Default from having occurred).

16. PROCEEDS OF SALE

16.1 Subject to Clauses 12.5 and 12.6, the proceeds of sale or liquidation of the Account(s) made under Clause 15 shall be applied in the following order of priority and any residue shall be paid to the Client or to his/its order:

16.1.1 payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring and selling all or any of the securities or properties in the Account(s) or in perfecting title thereto;

16.1.2 payment of all interest due;

16.1.3 payment of all monies and liabilities due, owing or incurred by the Client, to the Company;

16.1.4 payment of all monies and liabilities due, owing or incurred by the Client to any of the Group Companies.

16.2 Subject to the Client Money Rules, any dividends, interest or other payments which may be received or receivable by the Company in respect of any of the securities may be applied by the Company as though they were proceeds of sale hereunder notwithstanding that the power of sale may not have arisen and notwithstanding that subsequent to the execution of this Agreement the Company may have paid any of the said dividends, interest or other payments to the Client.

17. SET-OFF, LIEN AND COMBINATION OF ACCOUNTS

17.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Company may be entitled under law or this Agreement, all securities, receivables, monies (in any currency) and other property of the Client (held by the Client either individually or jointly with others) held by or in the possession of the Company at any time shall be subject to a general lien in favour of the Company as continuing security to offset and discharge all of the Client's obligations, arising from the business of dealing in securities or otherwise, to the Company and any of the Group Companies.

17.2 In addition and without prejudice to any general liens or other similar rights which the Company may be entitled under law or this Agreement and subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, the Company for itself and as agent for any of the Group Companies, at any time without notice to the Client, may combine or consolidate any or all accounts, of any nature whatsoever and either individually or jointly with others, with the Company or any of the Group Companies and the Company may set off or transfer any monies (in any currency), securities or other property in any such accounts to satisfy obligations or liabilities of the Client to the Company or any of the Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

17.3 Without limiting or modifying the general provisions of this Agreement and subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, the Company may, without notice, transfer all or any sum or properties interchangeably between any of the accounts maintained at any time by the Client with the Company and any of the Group Companies.

18. CLIENT STANDING AUTHORITY

18.1 The Client Standing Authority covers the following:

18.1.1 monies from time to time received by the Company from or on behalf of or held by the Company on behalf of the Client; and

18.1.2 securities from time to time received or held on behalf of the Client.

18.2 The Client authorizes the Company and its associated entity to:

18.2.1 combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company or any of the Group Companies and the Company may transfer any sum of monies or any of the securities to and between such segregated account(s) to satisfy the Client's obligations or liabilities to the Company or any of the Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and

18.2.2 transfer any sum of monies or any of the securities interchangeably between any of the segregated accounts maintained at any time by the Company or any of the Group Companies.

18.3 The Client acknowledges and agrees that the Company may do any of the things set out in Clause 18.2 without giving further notice to the Client.

18.4 The Client Standing Authority is given without prejudice to other authorities or rights which the Company or any of the Group Companies may have in relation to dealing in monies or any of the securities in the segregated accounts.

18.5 Where the Client is:

18.5.1 a Professional Investor, the Client Standing Authority shall be valid until revoked by the Client in accordance with Clause 18.6; or

18.5.2 not a Professional Investor, the Client Standing Authority shall be valid for a period of up to 12 months from the date of execution of the Account Opening Form and shall expire on 31 December each year, subject to renewal by the Client in accordance with Clause 18.7.

18.6 The Client may revoke the Client Standing Authority by giving written notice address to the Customer Service Department at the Company's address specified in the Account Opening Form or such other address which the Company may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of fourteen (14) days from the date of the Company's actual receipt of such notice.

18.7 The Client understands and agrees that upon the expiry of the Client Standing Authority (where applicable), such authority shall be deemed to be renewed for a further period of twelve (12) months on a continuing basis without the Client's written consent if the Company issues a written notice to the Client reminding the Client of the impending expiry of the Client Standing Authority at least fourteen (14) days prior to the expiry date, and the Client does not object to such deemed renewal before such expiry date.

19. ELECTRONIC SERVICES

19.1 This Clause 19 is not applicable to Institutional Clients. Unless otherwise specified, this Clause is made without prejudice and in addition to all the other provisions in this Agreement.

19.2 The Company may provide the Client with Electronic Services, and the Client hereby requests the provision of such services, upon the terms and conditions as embodied in this Agreement, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by the Company.

19.3 The Client may from time to time instruct the Company, acting as the Client's agent, to deposit, purchase and/or sell securities for the Account(s) or otherwise deal with securities, receivables or monies on behalf of the Client through the Electronic Services.

19.4 The Client agrees that the Client shall be the only authorized user of the Electronic Services under this Agreement. The Client shall be wholly and solely responsible

for the confidentiality, security and use of the Access Codes issued to the Client by the Company.

19.5 The Client acknowledges and agrees that the Client shall be wholly and solely responsible for all Instructions entered through the Electronic Services. The Client further acknowledges that the Electronic Services, the Company's website, and the software comprised in them, are proprietary to the Company. The Client undertakes and warrants that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services, the Company's website, and any of the software comprised in them. The Client agrees that the Company shall be entitled to close any or all of the Account(s) immediately without notice to the Client, and the Client acknowledges that the Company may take legal action against the Client, if the Client at any time breaches this warranty and undertaking or if the Company at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify the Company immediately if the Client becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.

19.6 As and when the Company allows the Client to open an Account on-line with the Company, in addition to completing and returning this Agreement through the Internet, upon the Company’s request, the Client agrees to return to the Company the hard copy of this Agreement (including the Account Opening Form, applicable Risk Disclosure Statement and any authority given by the Client to the Company with respect to the Account(s)) duly completed and executed.

19.7 Unless otherwise agreed between the Company and the Client, the Company will not execute any trading orders of the Client until there are sufficient cleared funds, securities or other assets acceptable to the Company in the Account(s) to settle the Client's transactions and upon receipt of the documents as stated in Clause 19.6.

19.8 The Company will not be deemed to have received the Client's Instructions or have executed the Client's orders unless and until the Client is in receipt of the Company's message acknowledging receipt or confirming execution of the Client's orders, either electronically or by hard copy.

19.9 The Client acknowledges and agrees that, as a condition of using the Electronic Services to give Instructions, the Client shall immediately notify the Company if:

19.9.1 an Instruction has been placed through the Electronic Services and the Client has not received an Instruction number or has not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means);

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

19.9.3 the Client becomes aware of any of the acts stated in Clause 19.5 being done or attempted by any person;

19.9.4 the Client becomes aware of any unauthorized use of the Client's Access Codes;

19.9.5 the Client has difficulties with regard to the use of the Electronic Services; or

19.9.6 the Client has lost the SIM Card.

19.10 The Client agrees to review every order before entering it as it may not be possible to cancel an Instruction once given.

19.11 The Client agrees that the Company shall not be liable for any Losses to the Client or any other person that may suffer as a result of using or attempting to use the Electronic Services including but not limited to any Losses due to any system or software or hardware failure or any interruption or failure of communication lines or devices for any reasons, unless such Losses are caused by wilful default or gross negligence on the part of the Company. The Client further undertakes to indemnify the Company, on a full indemnity basis, for any Losses the Company may suffer as a result of the use of Electronic Services except to the extent that such Losses are outside the Client's control.

19.12 The Client acknowledges and agrees that if the mode of communication used by the Client in the course of the Electronic Services becomes temporarily unavailable, the Client can during such period continue to operate the relevant Account subject to the right of the Company to obtain such information regarding the verification of the Client's identity as it may from time to time think fit.

19.13 The Client acknowledges that Exchanges and certain associations may assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agrees not to do any act which would constitute any infringement or encroachment of such rights or interests. The Client also understands that the Company does not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to the Client through the Electronic Services). The Company shall not be liable in any way for any Losses arising from or caused by (1) any inaccuracy, error in or omission from any such data, information or message; (2) any delay in the transmission or delivery thereof; (3) any suspension or congestion in communication; (4) any unavailability or interruption of any such data, message or information whether due to any act of the Company; or (5) by any forces beyond the control of the Company.

20. RISK DISCLOSURE STATEMENTS

20.1 The Client acknowledges, understands and accepts the risks set out below.

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

20.1.2 GEM stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. The Client acknowledges and understands that he should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. The Client acknowledges and understands that current information on GEM stocks may only be found on the internet website operated by SEHK. GEM companies are usually not required to issue paid announcements in gazetted newspapers. This sub-clause does not purport to disclose all the risks and other significant aspects of GEM. The Client understands and acknowledges that he should undertake his own research and study on the trading of securities on GEM before commencing any trading activities, and that he should seek independent professional advice if he is uncertain of or has not understood any aspect of this sub-clause or the nature and risks involved in trading of GEM stocks.

20.1.3 Client assets received or held by the Company outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made there under. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

20.1.4 There are risks in leaving securities in the custody of the Company, its associated entities or its agents. For example, if the Company is holding the Client's securities and becomes insolvent, the Client may experience significant delay in recovering securities. These are risks that the Client is prepared to accept.

20.1.5 If the Company commits a default as defined in Part XII of the SFO and a qualifying client thereby suffers a pecuniary loss, the qualifying client shall have a right to claim under the compensation fund established under the SFO, subject to the terms of the compensation fund from time to time. The qualifying client's right to claim under the compensation fund shall be restricted to the extent provided for in the SFO and its rules and regulations.

20.1.6 If the Client undertakes transactions on an electronic trading system, he will be exposed to risks associated with the system including the failure of hardware and software, and that the result of any system failure may be that his order is either not executed according to the Instructions or is not executed at all.

20.1.7 Due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication, that transactions conducted via electronic means are subject to delays in transmission and receipt of the Instructions or other information, delays in execution or execution of the Instructions at prices different from those prevailing at the time the Instructions were given, transmission interruption or blackout, that there are risks of misunderstanding or errors in communication, and that it is also usually not possible to cancel an Instruction after it has been given.

20.1.8 The Company does not provide “Hold Mail” services to its clients.

20.1.9 The securities under the Nasdaq-Amex Pilot Program ("**PP**") are aimed at sophisticated investors. The Client understands and acknowledges that he should consult his dealer and become familiarised with the PP before trading in the PP securities and that he should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of SEHK.

20.2 In the event that the Client wishes to have transactions pursuant to this Agreement executed on Exchanges other than the SEHK, since such transactions will be subject to the rules and regulations of those Exchanges, and applicable local laws, and not those of the SEHK, the Client may have a markedly different level and type of protection in relation to those transactions compared to the level and type of protection afforded by the rules and regulations of the SEHK and Hong Kong law (and the Client acknowledges and recognizes, without limitation, that such transactions executed on exchanges other than the SEHK will not be subject to a right to claim under the compensation fund established under the SFO where the Client suffers a pecuniary loss).

21. COMPLIANCE WITH LAWS, ETC.

21.1 The Client shall not instruct the Company to do anything in relation to the Account(s) which is a breach of, or may breach or would involve or result in the Company, any Group Company or any other person being in breach of Applicable Laws and Regulations including the SFO, the Rules of the Exchange, the Codes on Takeovers and Mergers and Share Buy-backs or any other laws, rules or regulations in force or applicable to the conduct of the business of dealing in securities in Hong Kong or elsewhere or otherwise binding on the Company or any Group Company (whether or not having the force of law).

21.2 The Client acknowledges that he/they shall be solely responsible for compliance with all obligations of disclosure under the relevant provisions of Part XV of the SFO, the Codes on Takeovers and Mergers and Share Buy-backs, and any other applicable laws, rules or regulations relating to disclosure of interests in securities in Hong Kong or any other relevant countries, each as amended from time to time. The Company shall not be obliged to give notice of holdings to the Client in any form or by any time limit for such purpose save any notice or statement to be issued as expressly set out in this Agreement or as required by the applicable laws, regulations, by-laws and rules of the appropriate Exchanges and/or Clearing Houses. The Client acknowledges that neither the Company nor any Group Company, their respective directors, officers or employees shall be liable for any Losses of the Client from any failure or delay by the Client or any other person to disclose in accordance with any such obligation nor any delay or default in notification to the Client as to the carrying into effect of instructions and shall indemnify the Company for any such Losses.

21.3 The Client undertakes to the Company that the Client will not engage or attempt to engage, and that the Client has proper safeguards in place to prevent the Client from engaging, in any activity which may constitute market misconduct under the SFO and further agrees to inform the Company immediately if the Client becomes aware of any activity by any person that may result in the Client being involved in market misconduct.

21.4 The Client agrees to provide to the Company and consents to the collection and processing by the Company of, any authorizations, waivers, forms, documentation and other information, relating to its status (or the status of its direct or indirect owners or accountholders) or otherwise required to be reported, under AEOI and FATCA. The Client further consents to the disclosure, transfer and reporting of Financial Account Information to any relevant government or taxing authority, any Group Company, any sub-contractors, agents, service providers or associates of the Company or Group Company, and any person making payments to the Company or any Group Company, including transfers to jurisdictions which do not have strict data protection or similar laws, to the extent that the Company reasonably determines that such disclosures, transfer or reporting is necessary or warranted to facilitate compliance with AEOI and FATCA. The Client warrants that each person whose AEOI or FATCA Information it provides (or has provided) to the Company has been notified of and agreed to, and has been given such other information as may be necessary to permit, the collection, processing, disclosure, transfer and reporting of their information as set out in this paragraph.

21.5 The Client acknowledges that the Company may take or refrain from taking any action the Company reasonably determines it is required by AEOI and FATCA to take or refrain from taking, including without limitation closing, transferring or blocking Account(s).

21.6 The Client agrees to provide all such information and documents as may be necessary (a) to verify the Client's identity and do all such acts and things as may be necessary to enable the Company to comply with the Applicable Laws and Regulations, including but not limited to AEOI and FATCA, or (b) for the Company to provide services to the Client. In particular, the Client:

21.6.1 undertakes to comply with all requests made by the Company for Financial Account Information (including the completion of a self-certification) to enable the Company to comply with its obligations pursuant to the Applicable Laws and Regulations, including but not limited to AEOI and FATCA;

21.6.2 undertakes to comply with all requests made by the Company to enable the Company to comply with its obligations, requirements or arrangements for disclosing or using Financial Account Information;

21.6.3 undertakes to inform the Company promptly in writing with required documentation (including a self-certification) if there are any changes in circumstances or any changes or additions (and in any event no later than 30 days from the date of the change or addition) to the Financial Account Information that may affect the tax residency status of the Client or, where the Client is an entity account holder, the identity and tax residency status of such Client's Controlling person(s) or Substantial U.S. Owner(s) if applicable; and

21.6.4 expressly authorizes the Company to disclose the Financial Account Information to any relevant person including any tax authority as required under the Applicable Laws and Regulations (including but not limited to AEOI and FATCA) and acknowledges that the Financial Account Information may be reported to domestic and foreign tax authorities, including but not limited to the U.S. Internal Revenue Service and the Inland Revenue Department of Hong Kong which may exchange such information with the tax authorities of another jurisdiction(s) or jurisdiction(s) in which the Client or Controlling Person (if applicable) may be resident for tax purposes pursuant to the legal provisions for the exchange of Financial Account Information under the Inland Revenue Ordinance (Cap. 112), as amended from time to time, or other Applicable Laws and Regulations.

The Client agrees that the Company shall not be liable or responsible in anyway whatsoever and shall be held harmless against any Losses or withholding arising as a result of or in connection with any actions taken by, or any inactions on the part of, the Company in compliance with Applicable Laws and Regulations (including but not limited to AEOI and FATCA) or for any delay or failure to process any application or transaction if information and documents requested by the Company have not been promptly provided by the Client to the Company.

22. REPRESENTATIONS AND WARRANTIES

22.1 The Client hereby represents and warrants to the Company on a continuing basis that:

22.1.1 in the case of a Corporate Client or an Institutional Client, it is validly incorporated and existing under the laws of its country of incorporation and has full power and capacity to enter into and perform its obligations hereunder; its entry into this Agreement has been duly authorized by its governing body and is in accordance with the memorandum and articles of association or by-laws as the case may be of the Client;

22.1.2 neither the signing, delivery or performance of this Agreement nor any Instructions given hereunder will contravene or constitute a default under any existing applicable law, statute, ordinance, rule or regulation or judgment or cause to be exceeded any limit by which the Client or any of the Client's assets is bound;

22.1.3 save as otherwise disclosed to the Company in writing, all transactions to be effected under this Agreement are for the benefit of (a) the Client, and/or (b) in the case of an Institutional Client, to the best of such Client's knowledge, its clients, and no other party has any interest therein;

22.1.4 subject to any security interest of any of the Group Companies created pursuant to any agreement between the Client and that Group Company, all securities provided by the Client for selling or crediting into the Account(s) are fully paid with valid and good title and whose legal and beneficial titles are owned by (a) the Client, and/or (b) in the case of an Institutional Client, to the best of such Client's knowledge, its clients,;

22.1.5 the information contained in the Account Opening Form or other information supplied by or on behalf of the Client to the Company in connection with the Account(s) is complete, true and correct. The Company is entitled to rely on such information until written notice from the Client of any changes therein has been received by the Company, with notice of such change to be promptly provided to the Company (and in any event no later than thirty (30) days from the date of the change);

22.1.6 the Client understands the nature and suitability for its purposes of the types of transactions contemplated by the Agreement and the risks involved in them, and that it has sufficient experience to assess the suitability of such transactions;

22.1.7 in the case of an individual Client or a Corporate Client, it is not a U.S. Person;

22.1.8 in the case of an individual Client or a Corporate Client, it has not been nor does it anticipate or expect to be present in the United States for 183

or more days in aggregate during a calendar year or otherwise treated as resident in the United States for U.S. federal income tax purposes;

22.1.9 in the case of an individual Client or a Corporate Client, it is not a United States person for U.S. federal income tax purposes;

22.1.10 in the case of an individual Client or a Corporate Client, the gains from its subscription, purchase, sale or other transactions carried out pursuant to the Account are not effectively connected or related to any U.S. Person or any US trade or business which the Client is engaged in or plans to engage in during the calendar year;

22.1.11 in the case of an individual Client or a Corporate Client, the securities are not being acquired or held beneficially by or for a U.S. Person, or in violation of any applicable law;

22.1.12 it acknowledges the Risk Disclosure Statements set out in this Agreement and fully understands and accepts the risks (including the risk of loss) described thereunder;

22.1.13 it is its independent judgment and decision without reliance on the Company or its employees to enter into any dealings in securities ("**Transactions**") and the Client fully understands the risks and consequences of his doing so and agree to bear all consequences of Transactions. The Company and its employees shall have no liability whatsoever in respect of the Client's entering into any or all of the Transactions;

22.1.14 it acknowledges that the Company may require further information from him or a third party on his financial standing and investment objectives or to verify the same and agrees to provide the same on request;

22.1.15 in the case of an Institutional Client, where such Client is dealing as an agent for its own underlying clients, it is in full compliance and is fully responsible for being complaint with all applicable laws, rules, regulations, guidelines, policies and codes relating to the eligibility, legitimacy and legality for the Company to execute trades on behalf of the underlying clients;

22.1.16 it has full power and authority to enter into this Agreement and to exercise the Client's right and perform the Client's obligations hereunder; and

22.1.17 all the representations and warranties made by the Client remain true and accurate at all times.

22.2 If the Client effects transactions for the account of its clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of the Client, the Client hereby

agrees that, in relation to a transaction where the Company has received an enquiry from SEHK and/or SFC ("**Hong Kong Regulators**"), the following provisions shall apply:

22.2.1 Subject to as provided below, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the Client/the ultimate beneficiary) who originated the transaction.

22.2.2 (a) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of (i) the identity and address of the scheme, account or trust and, if applicable, the occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction, and (ii) in addition, with respect to Institutional Clients, the contact details of the scheme, account or trust and, if applicable, the identity and address of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction.

(b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Company when his discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.

(c) If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Company when his discretion to invest on behalf of the beneficiary of such scheme, account or trust has been overridden. In case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Company (which request

shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transaction.

22.2.3 If the Client is aware that his client is acting as intermediary for its underlying client(s), and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, the Client confirms that:

(a) the Client has arrangements in place with his client which entitle the Client to obtain the information set out in sub-clauses 22.2.1 and/or 22.2.2 from his client immediately upon request or procure that it be so obtained; and

(b) the Client will, upon request from the Company in relation to a transaction, promptly request the information set out in sub-clauses 22.2.1 and/or 22.2.2 from his client on whose instructions the transaction was effected, and provide the information to the Hong Kong Regulators as soon as it is received from his client or procure that it be so provided.

22.2.4 The above terms shall continue in effect notwithstanding the termination of this Agreement.

22.2A The Client acknowledges and agrees that HKEx may (for the purpose of assisting SSE, SZSE and/or any Stock Connect Authorities in their regulatory surveillance of the SSE and/or SZSE market and enforcement of the SSE/SZSE Rules and as part of the regulatory cooperation arrangement between the HKEx, SSE and SZE), at the request of SSE, SZSE and/or any Stock Connect Authorities (as the case may be), require the Company to provide information concerning the Client and other relevant persons with respect to any Shanghai Connect and/or Shenzhen Connect orders input or SSE Securities and/or SZSE Securities trades made or entered into by the Company on the Client's behalf. The Client hereby authorizes the Company to disclose, transfer and provide such information and personal data as referred to in the above. The terms in this clause shall continue in effect notwithstanding the termination of this Agreement.

22.3 If the Client effects transactions for the account of its clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of the Client, the Client hereby agrees that, in relation to a transaction where the Company has received an enquiry from SIX or FINMA ("**Swiss Regulators**"), the following provisions shall apply:

22.3.1 Subject to as provided below, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details

of the Swiss Regulators), inform the Swiss Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Swiss Regulators of the identity, address, occupation and contact details of any third party (if different from the Client/the ultimate beneficiary) who originated the transaction.

22.3.2 (a) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Swiss Regulators), inform the Swiss Regulators of (i) the identity and address of the scheme, account or trust and, if applicable, the occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction, and (ii) in addition, with respect to Institutional Clients, the contact details of the scheme, account or trust and, if applicable, the identity and address of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction.

(b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Company when his discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall immediately upon request by the Company (which request shall include the relevant contact details of the Swiss Regulators), inform the Swiss Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.

(c) If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Company when his discretion to invest on behalf of the beneficiary of such scheme, account or trust has been overridden. In case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Swiss Regulators), inform the Swiss Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transaction.

22.3.3 If the Client is aware that his client is acting as intermediary for its underlying client(s), and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, the Client confirms that:

(a) the Client has arrangements in place with his client which entitle the Client to obtain the information set out in sub-clauses 22.3.1 and/or 22.3.2 from his client immediately upon request or procure that it be so obtained; and

(b) the Client will, upon request from the Company in relation to a transaction, promptly request the information set out in sub-clauses 22.3.1 and/or 22.3.2 from his client on whose instructions the transaction was effected, and provide the information to the Swiss Regulators as soon as it is received from his client or procure that it be so provided.

22.3.4 The above terms shall continue in effect notwithstanding the termination of this Agreement.

22.3.5 The Client acknowledges and agrees that SIX may require the Company to provide information concerning the Client and other relevant persons with respect to any orders input and/or GDR trades made or entered into by the Company on the Client's behalf. The Client hereby authorizes the Company to disclose, transfer and provide such information and personal data as referred to in the above. The terms in this clause shall continue in effect notwithstanding the termination of this Agreement.

22.4 The Client undertakes to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by the Company for the performance or implementation of this Agreement or any part thereof.

22.5 The Client agrees not to pledge or charge any securities or monies forming part of any Account(s) without the prior consent of the Company, or to sell, grant an option over, or otherwise deal in any securities or monies forming part of the Account(s).

22.6 This Clause 22.6 is applicable where the Client is not a Professional Investor as described under Clause 3.1.1 or Clause 3.1.2. The Company and the Client undertake to inform each other of any material change to the information provided in this Agreement. In particular, the Company and the Client agree that:

22.6.1 the Company will notify the Client of any material change to its name, its business address, its licensing status, the nature of services provided by the Company to the Client under this Agreement, or any remuneration and the basis for payment payable by the Client to the Company; and

22.6.2 the Client will notify the Company of any change of name and address and provide supporting documents as reasonably required by the Company.

23. AUTOMATED QUOTATIONS AND CONFIRMATIONS

23.1 The Client acknowledges that any quotes on the price of securities or other information provided via any automated quotation system (which may be operated by way of terminal or over the telephone or other tele-electronic means) maintained by the Company are provided by an independent third party, subject to a disclaimer by the Exchange to the following effect: "The Stock Exchange of Hong Kong Limited endeavours to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions". The Company is not responsible for the accuracy or completeness of such information.

23.2 All orders shall be executed at the then current market prices and the Company does not represent to the Client that any order will be executed at a price previously quoted to the Client by way of an automated quotation system or otherwise.

23.3 Any written confirmation sent out by the Company shall (save in the case of manifest error) be conclusive as to the price at which any particular order has been executed and shall be deemed to have been accepted by the Client if not objected to in writing by the Client within the period (if any) stipulated in such statement for this purpose. The Client acknowledges that any statement given over the telephone or other electronic means as to the status of the Account or any particular transaction is not binding on the Company.

24. LIABILITIES AND INDEMNITIES

24.1 To the extent not restricted under Applicable Laws and Regulations, neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any Losses suffered by the Client as a result of:

24.1.1 the Company acting or relying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by the Company or by any of its directors, employees or agents; or

24.1.2 any condition or circumstances which are beyond the reasonable control or anticipation of the Company, its directors, officers, employees and agents, including but not limited to any delays in the transmission of orders due to disruption, breakdown, failure or malfunction of transmission of communication facilities, failure of electronic or mechanical equipment, telephone or other interconnection problems, prevailing fast market conditions, governmental agency or exchange actions, theft, war (whether

declared or not), severe weather, earthquakes and strikes, (in the case of an individual or a Corporate) unauthorized use of Access Codes; or

24.1.3 the Company exercising any or all of its rights conferred by the terms of this Agreement; or

24.1.4 any conversion of one currency to another pursuant to, in relation to or arising from this Agreement.

24.2 Without limiting the generality of Clause 24.1 above and to the extent not restricted under Applicable Laws and Regulations, neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any Losses suffered by the Client arising out of or allegedly arising out of or in connection with any inconvenience, delay or loss of use of the Electronic Services or any delay or alleged delay in acting or any failure to act on any instruction given by the Client to the Company, even if the Company has been advised of the possibility of such Losses.

24.3 To the extent not restricted under Applicable Laws and Regulations, the Client undertakes to indemnify and keep indemnified the Company in respect of any Losses which may be reasonably and properly suffered or incurred by the Company directly or indirectly arising out of or in connection with any transaction entered into by the Company on behalf of or with the Client or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by the Company in accordance with the terms of this Agreement or pursuant to any Instruction or communication from or on behalf of the Client. The Client also agrees to pay promptly to the Company, on demand, all Losses (including legal fees and expenses on a full indemnity basis) reasonably and properly incurred by the Company in the enforcement of any of the provisions of this Agreement.

24.4 The Client undertakes to indemnify and keep indemnified the Company and its officers, employees and agents for any Losses arising out of or connected with any breach by the Client of its obligations hereunder, including any costs reasonably and necessarily incurred by the Company in collecting any debts due to the Company or in connection with the closure of the Account(s).

24.5 The above terms shall continue to take effect notwithstanding the termination of this Agreement.

25. FURTHER ASSURANCE

25.1 The Client hereby undertakes to the Company to do and/or execute any act, deed, document or thing which the Company shall require the Client to do in connection with the implementation, execution and enforcement of the agreement constituted by this Agreement, including without limitation the rights referred to in Clause 17, and the Client hereby constitutes the Company the lawful attorney of the Client to do or execute all such acts, deeds, documents or things on behalf of the Client as

the Company considers necessary or desirable in connection with such implementation, execution and enforcement.

25.2 In the event of any conflict or discrepancy between the Agreement and (a) the terms of any other agreement subsisting from time to time between the Company and the Client or (b) the terms of any agreement between such Client and any other Group Company in respect of dealings in securities, the Agreement shall prevail.

25.3 In the event of any conflict or discrepancy between the Account Opening Form and these Terms and Conditions, these Terms and Conditions shall prevail. In the event of any conflict or discrepancy between these Terms and Conditions and any specific terms applicable to a specific product, service or transaction, the specific terms applicable to the relevant product, service or transaction shall prevail.

25.4 The Company may provide the Client with a Chinese language version of the Agreement, but such version shall be for the Client's reference only. Pursuant to Clause 34.9, where a Chinese language version is provided, the Client agrees that the English language version shall be the only binding version and shall prevail in the event of any inconsistency between the English language version and the Chinese language version. The Chinese language version is provided for reference only and should not be relied upon as being true and accurate and the Company shall not be liable for any inaccuracy or inconsistency between the English language version and the Chinese language version.

26. NOTICES, CONFIRMATIONS AND STATEMENTS

26.1 Reports, written confirmations, statements of the Account(s), notices, and any other communications may be transmitted to the Client (who, in the case of a joint account without nominating a person therefore, will be deemed for these purposes to be the Client whose name first appears in the Account Opening Form) at the address, telephone, fax or telex number given in the Account Opening Form, or at such other address, telephone, fax or telex number as the Client hereafter shall notify the Company in writing; and all communications so transmitted, whether by mail, telegraph, telephone, messenger or otherwise, shall be deemed transmitted when telephoned, when deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not.

26.2 Written confirmation of the execution of the Client's orders and statements of the Client's Account(s) shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address stated in the Account Opening Form (or such other address communicated in writing by the Company) within two (2) Business Days after transmittal thereof to the Client, by mail or otherwise.

26.3 Any notice or other communications including, but not limited to, written confirmations and statements of the Account(s) delivered to the Client by the

Company under this Agreement by electronic devices or otherwise shall be deemed made or given upon transmission of the message to the Client.

26.4 Any communication from the Client to the Company shall be irrevocable and shall not be effective until actually received by the Company at its designated address and/or in the designated manner.

27. WAIVER AND AMENDMENT

The Company may at its discretion amend, delete or substitute any of the terms in this Agreement or add new terms to this Agreement by sending to the Client a notice in writing setting out such amendment, deletion, substitution or addition. Such variation of this Agreement shall be deemed to have been accepted by the Client unless written notice of objection is received by the Company within fourteen (14) Business Days after despatch of such notification by the Company.

28. JOINT CLIENTS

28.1 Where the Client consists of more than one person:

28.1.1 the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them;

28.1.2 the Company shall be entitled to, but shall not be obliged to, act on instructions or requests from any of them;

28.1.3 each of them shall be bound though any other Client or any other person intended to be bound is not, for whatever reason, so bound; and

28.1.4 the Company shall be entitled to deal separately with any of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.

28.2 Where the Client consists of more than one person, on the death of any of such persons (being survived by any other such persons), this Agreement shall not be terminated and the interest in the Account(s) of the deceased will thereupon vest in and enure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by the Company against such deceased Client's estate. The surviving Client(s) shall give the Company written notice immediately upon any of them becoming aware of any such death.

29. CORPORATE ACTIONS

29.1 The Company shall use reasonable endeavours to notify the Client with regard to communications in respect of distributions or pecuniary entitlements requiring any election or decision by the Client received by the Company in respect of securities held in the Account and the Company shall not be liable for any non-receipt, delay or failure in forwarding communications in sufficient time for instruction to be given

by the Client save in the case of fraud or wilful default of the Company (as determined by a competent court in relation to the conduct of the Company).

29.2 The Company shall not be under any duty to investigate or participate in any meeting or any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganization, receivership, bankruptcy or insolvency proceedings, compromises or arrangement or to take any affirmative action in connection therewith except in accordance with written instructions issued by the Client and upon such conditions as to indemnity, provisions for expenses and otherwise as the Company may at that time require in its favour.

29.3 Where any securities are held in the Company's name, the name of any associated entity of the Company or the name of any nominee of the Company in accordance with Clause 12.1, the Company will not attend any meeting or exercise any voting or other rights including the completion of proxies except in accordance with written instructions of the Client. Nothing in this Agreement shall in any way impose on the Company any duty to inform the Client or to take any action with regards the attendance of meetings and to vote at such meetings. The Company has no duty in respect of notices, communications, proxies and other documents, relating to the securities received by the Company or to send such documents or to give any notice of the receipt of such documents to the Client. The Company has the right to charge the Client for its services in taking any action pursuant to the Client's instruction.

29.4 The provisions contained in this paragraph only apply where the Client is an individual or a Corporate.

30. CONFLICT OF INTEREST

30.1 The Client acknowledges that when the Company deals for the Account it may have an interest, arrangement or relationship that is material in relation to the investment or transaction concerned. To the extent not restricted under Applicable Laws and Regulations, such interests will not necessarily be separately disclosed to the Client prior to or at the time of any transaction or at any other time. To the extent required by Applicable Laws and Regulations, the Company will disclose any material interest or actual or potential conflict of interest to the Client and take all reasonable steps to ensure fair treatment of the Client, and should not advise or deal in the relevant transaction unless it has done so with respect to any actual or potential conflict of interest.

The following interests of the Company may affect the Client (without limitation):

30.1.1 the Company may have acted, may be acting or may seek to act as a financial adviser or lending banker to the issuer (or any of its affiliated companies) of the securities in which the Client may be dealing or may have advised or may be advising any person in connection with a merger,

acquisition or take over by or for such issuer (or any of its affiliated companies);

30.1.2 the Company may have a holding, dealing, or market making position or may otherwise be trading or dealing in the securities or assets of any kind underlying, derived from or otherwise directly or indirectly related to such securities;

30.1.3 the Company may have received or may be receiving rebates, payments or other benefits for giving business to any companies;

30.1.4 the Company may have sponsored or underwritten or otherwise participated in, or may be sponsoring or underwriting or otherwise may be participating in a transaction;

30.1.5 the Company may have been or may be an affiliate of an issuer (or any of its affiliated companies) of the securities in which the Client may be dealing;

30.1.6 the Company may be matching the Client's transaction with that of any other customer (including, without limitation, any Group Company) or with the Company either on behalf of such person or the Company as well as on behalf of the Client or by executing matching transactions at or about the same time with the Client and such person; or

30.1.7 the Company may enter into the transaction with the Client as principal.

30.2 Nothing herein contained shall be deemed to inhibit the Company from:

30.2.1 the Company may buy, sell, hold or deal in any securities or take the opposite position to the Client's order whether it is on the Company's own account or on behalf of its other clients;

30.2.2 the Company and its directors, officers or employees may trade on its/their own account or on the account of any of the Group Companies subject to any applicable regulatory requirements;

30.2.3 instructing or otherwise procuring the purchase for the Client of securities held by the Company for its own account or held by any other of its Clients;

30.2.4 acting in any capacity for any other person or from buying, selling, holding or dealing in any securities for its own account or that of any other Group Company notwithstanding that instructions have at any time been received from or on behalf of the Client for the purchase, sale or holding of or other dealing in the same or similar securities; or

30.2.5 purchasing or procuring the purchase for its own account or for the account of any other of its Clients securities of the same type as or a

similar type to any securities in respect of which instructions have at any time been received from the Client,

and the Client hereby acknowledges and agrees that the Company may so act, buy, sell, hold, deal, or instruct provided that in any such case the terms of any such dealing are not less favourable to the Client than they would have been had the transactions been entered into with a party other than the Company or one of its Clients.

30.3 Clauses 30.1 and 30.2 are also applicable in respect of the associated entities and agents of the Company.

30.4 In any of the above-mentioned events the Company shall not be obliged to account for any profits or benefits obtained.

30.5 The Company shall not be under any duty to disclose to the Client any fact or thing which comes to its knowledge or notice in the course of acting in any capacity for any other person or in its own capacity.

31. TERMINATION

31.1 Without prejudice to Clauses 10, 22.2 and 24, this Agreement shall continue in effect until terminated by either party giving not less than seven (7) Business Days prior written notice to the other.

31.2 Service of notice of termination by the Client pursuant to Clause 31 shall not affect any transaction entered into by the Company pursuant to this Agreement before the notice has been actually received by the Company.

31.3 Termination of this Agreement shall not affect any outstanding orders or any legal rights or obligations which may already have arisen.

31.4 Notwithstanding Clause 31, the Client shall have no right to terminate this Agreement if the Client has open positions or outstanding liabilities or obligations.

31.5 Clauses 22.2, 24, 26, 34.4, 35 and 36 shall survive the termination of this Agreement.

32. SEVERABILITY

Each of the provisions of this Agreement is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way. In the event that any provision would be invalid if part of the wordings thereof were not deleted, the provision shall apply as if the relevant wordings were deleted.

33. ASSIGNABILITY

The provisions of this Agreement shall be binding on and enure to the benefit of the successors, assigns and personal representatives (where applicable) of each

party hereto provided that the Client may not assign, transfer, charge or otherwise dispose of any of the Client's rights or obligations hereunder without the prior written consent of the Company. With respect to a Client who is an individual or a Corporate, the Company may assign all or any part of its rights and obligations under this Agreement to any person without the prior consent or approval of, or notice to such Client. With respect to an Institutional Client, the Company may assign all or a part of its rights and obligations under this Agreement to any person with the prior written notice to such Client.

34. GENERAL

34.1 The Client authorizes the Company and any Group Company to contact from time to time such credit reporting agencies, credit bureaus and other information sources (both in Hong Kong and overseas) as it deems necessary or desirable for the Company to open and to maintain the Account and request them to conduct a credit enquiry (or a personal credit enquiry in the case of an individual client) or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.

34.2 Nothing herein contained shall place the Company under any duty to disclose to the Client any fact or thing which comes to its notice in the course of acting in any capacity for any other person or in its own capacity.

34.3 When dealing with a Client, the Company shall deal with such Client on the basis that only such Client is the Company's client and is acting as principal in all respects. If such Client acts on behalf of another person, whether or not the Client identifies such other person to the Company, such other person will not be the Company's client and the Company does not and will not in any circumstances have or accept any responsibility towards such other person on whose behalf the Client may act and the Client hereby acknowledges and agrees that the Client shall be solely responsible for the settlement of all liabilities arising from transactions effected pursuant to and in accordance with this Agreement in connection with or on behalf of any such other person.

34.4 Whilst the Client expects the Company to keep confidential all matters relating to the Account(s), the Client hereby expressly agrees that the Company may make such disclosure of all matters relating to the Account(s):

34.4.1 as may be required under any Applicable Laws and Regulations or any applicable rules of any Exchange;

34.4.2 as may be required by any court, tribunal, legal, governmental, tax, law enforcement or other regulatory authority, body or entity, or Exchange with jurisdiction over the Company;

34.4.3 to the Company’s affiliates or agents (including any third party brokers or service providers) for effecting Instructions or transactions or in order for the Company to conduct its business; or

34.4.4 as otherwise set out in the Privacy Policy,

without further consent from or notification to the Client.

34.5 Time shall in all respects be of essence in the performance of all of the Client's obligations under this Agreement.

34.6 By placing an order with the Company, the Client is deemed to have accepted the terms and conditions of this Agreement.

34.7 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.

34.8 The Client hereby declares that he has read the English/Chinese language version of this Agreement and that Client fully understands the contents of this Agreement (including the relevant risk disclosure statements) and that the Client accepts and agrees to be bound by this Agreement.

34.9 In the event of any difference in interpretation or meaning between the Chinese and English language versions of this Agreement, the Client and the Company agree that the English language version shall prevail.

34.10 The Client acknowledges that the Privacy Policy describes the processing activities with respect to any information the Client provides to the Company or which the Company receives from any other sources or which arises from the Client's relationship with the Company or any of the Company's affiliates or agents (including any third party brokers or service providers). In addition, the Client understands that any personal data obtained by or on behalf of the Company in connection with this Agreement shall be used in the manner as described in the Company's Privacy Policy as updated from time to time. The Client consents to such use, storage, processing, sharing and transfer (including any transfer outside of Hong Kong) by the Company as described in the Company's Privacy Policy as updated by the Company from time to time. The Client represents, warrants and undertakes that it has provided such notices and disclosures, and obtained such consents, as are necessary to provide any data (including personal data) to the Company and to allow the use, storage, processing, sharing and transfer of data (including personal data) as described in the Company's Privacy Policy. The Client warrants and undertakes that data may be held, processed or used outside Hong Kong.

35. GOVERNING LAW

35.1 This Agreement and all rights, obligations and liabilities shall be governed by and construed in accordance with the laws of Hong Kong.

35.2 The Client hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from or in connection with this Agreement.

36. ARBITRATION

36.1 At the sole option of the Company and in its absolute discretion, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time when the Company notifies the Client that the relevant breach, termination or invalidity shall be settled by arbitration as may be amended by the rest of this Clause 36. The appointing authority shall be Hong Kong International Arbitration Centre ("**HKIAC**"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English.

36.2 Notwithstanding the above, in the case of an individual, the Client shall be able to elect for any such disputes to be managed and resolved under the Financial Dispute Resolution Scheme administered by the Financial Dispute Resolution Centre Limited.

Schedule 1 to the Terms and Conditions

Part A – Extract of Paragraph 15.4 of the SFC Code of Conduct

15.4 Exempt provisions for Corporate Professional Investors where licensed or registered persons have complied with paragraphs 15.3A and 15.3B and Institutional Professional Investors

(a) Information about clients

(i) the need to establish a client's financial situation, investment experience and investment objectives (paragraph 5.1 and paragraphs 2(d) and 2(e) of Schedule 6 to the SFC Code of Conduct), except where the licensed or registered person is providing advice on corporate finance work;

(ii) the need to ensure the suitability of a recommendation or solicitation (paragraph 5.2 and paragraph 49 of Schedule 6 to the SFC Code of Conduct); and

(iii) the need to assess the client's knowledge of derivatives and characterize the client based on his knowledge of derivatives (paragraph 5.1A of the SFC Code of Conduct);

(b) Client agreement

(i) the need to enter into a written agreement and the provision of relevant risk disclosure statements (paragraph 6.1, paragraph 2 of Schedule 3, paragraph 2 of Schedule 4 and paragraph 1 of Schedule 6 to the SFC Code of Conduct);

(c) Information for clients

(i) the need to disclose transaction related information (paragraph 8.3A of the SFC Code of Conduct);

(d) Discretionary accounts

(i) the need for a licensed or registered person to obtain from the client an authority in a written form prior to effecting transactions for the client without his specific authority (paragraph 7.1(a)(ii) of the SFC Code of Conduct);

(ii) the need to explain the authority described under paragraph 7.1(a)(ii) of the SFC Code of Conduct and the need to confirm it on an annual basis (paragraph 7.1(b) of the SFC Code of Conduct); and

(iii) the need for a licensed or registered person to disclose benefits receivable for effecting transactions for a client under a discretionary account (paragraph 7.2 of the SFC Code of Conduct).

(e) the need to ensure the suitability of a transaction in a complex product, to provide sufficient information about a complex product and to provide warning statements (paragraph 5.5(a) of the SFC Code of Conduct).

Part B – Extract of Paragraph 15.5 of the SFC Code of Conduct

15.5 Exempt provisions for Corporate Professional Investors and Individual Professional Investors where licensed or registered persons have complied with paragraph 15.3B and Institutional Professional Investors

Information for clients

(i) the need to inform the client about the licensed or registered person and the identity and status of its employees and others acting on its behalf (paragraph 8.1 of the SFC Code of Conduct);

(ii) the need to confirm promptly with the client the essential features of a transaction after effecting a transaction for a client (paragraph 8.2, paragraph 4 of Schedule 3 and paragraph 18 of Schedule 6 to the SFC Code of Conduct); and

(iii) the need to provide the client with documentation on the Nasdaq-Amex Pilot Program (paragraph 1 of Schedule 3 to the SFC Code of Conduct).

Schedule 2 to the Terms and Conditions

Extract of Paragraph 15.3A of the SFC Code of Conduct

15.3A Assessment requirements for Corporate Professional Investors

(a) If a licensed or registered person has complied with paragraph 15.3B, it is exempt from the provisions set out in paragraph 15.5 and may also be exempt from the provisions set out in paragraph 15.4 if it is reasonably satisfied that the Corporate Professional Investor meets the three criteria set out in paragraph 15.3A(b) in relation to the relevant products and markets.

(b) In making the assessment on a Corporate Professional Investor in relation to the relevant products and/or markets, the licensed or registered person should assess whether or not the Corporate Professional Investor satisfies all of the following three criteria:

(i) the Corporate Professional Investor has the appropriate corporate structure and investment process and controls (i.e., how investment decisions are made, including whether the corporation has a specialised treasury or other function responsible for making investment decisions);

(ii) the person(s) responsible for making investment decisions on behalf of the Corporate Professional Investor has(have) sufficient investment background (including the investment experience of such person(s)); and

(iii) the Corporate Professional Investor is aware of the risks involved which is considered in terms of the person(s) responsible for making investment decisions.

(c) The above assessment should be in writing. Records of all relevant information and documents obtained in the assessment should be kept by the licensed or registered person so as to demonstrate the basis of the assessment.

(d) A licensed or registered person should undertake a separate assessment for different product types or markets.

(e) A licensed or registered person should undertake a new assessment where a Corporate Professional Investor has ceased to trade in the relevant product or market for more than 2 years.

Schedule 3 to the Terms and Conditions

Supplemental Terms and Conditions ("Supplement") on Securities Trading in Over-The-Counter ("OTC") Markets & Foreign Markets ("Securities Trading")

The following additional terms and conditions apply to the Client's securities trading in OTC markets and foreign markets ("**Securities Trading Transactions**"):

1. GENERAL

1.1 Save as otherwise expressly agreed, the Company may be acting as principal in Client's securities trading in OTC markets and foreign markets ("**Securities Trading Transactions**").

1.2 The Company may share charges, fees, commission, etc. with its associates (as defined below) or other third parties or receive remunerations from them in respect of transactions carried out for the Client or the Company may be acting on both sides of the transaction. Further, the Company or its associates may pass on part of our or their charges to a third party as a reward for introducing the Client's business to us or them. Details of any such arrangement will be made available to the Client upon written request.

For the purposes of this Supplement, **associates** means in relation to the Company, any company or other entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Company. For the purposes of this definition, the term "control" (including the terms "controlling" "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

1.3 The Company mainly offers Securities Trading services for those securities listed on the SEHK.

1.4 The Company may also provide Securities Trading services at the Client's specified request and subject to the Company's own discretion, or through third party brokers in the respective markets.

1.5 The Company Dealing Room does not provide night dealing services and does not provide services during non-Business Day.

1.6 The Company Dealing Room will continue to operate under severe weather conditions. Services that require the customer's physical presence will be temporarily suspended, and some other services may also be restricted, affected or delayed.

2. REMUNERATION ARRANGEMENT RELATING TO TRADING ON OVER-THE COUNTER ("OTC") PRODUCTS

2.1 The Company may receive trading profit on OTC (i.e. non-exchange traded) products which the Client buys, acquires, sells or disposes through the Company.

2.2 The Company or any of its affiliated companies may benefit from the respective transaction(s) as a result.

2.3 The Company shall provide details of charges or remuneration received by the Company on a specific trade upon the Client's written request

3. RISK DISCLOSURE STATEMENTS RELATING TO SECURITIES TRADING IN OTC MARKETS AND FOREIGN MARKETS

THE RISKS DESCRIBED BELOW MAY CAUSE INCONVENIENCE, OPPORTUNITY COST AND/OR ACTUAL LOSS TO THE CLIENT

3.1 The common risks relating to trading of OTC products and trading of securities in foreign markets and OTC markets are listed below:-

3.1.1 Securities executed on foreign markets/ OTC markets other than on the SEHK, since such transactions will be subject to the applicable local laws, and the rules and regulations of those Exchanges, Client may have a markedly different level and type of protection in relation to those transactions, compared to the level and type of protection afforded by Hong Kong law and the rules and regulations of the SEHK. Such transactions which are executed on Exchanges other than on the SEHK, and where Client suffers a pecuniary loss, will not be subject to a right to claim against the compensation fund established under the Securities and Futures Ordinance.

3.1.2 Securities Trading Transactions involve high investment risk. Foreign securities and OTC products may be very volatile and illiquid. The Company may not after using reasonable endeavors be able to promptly sell the same securities/products.

3.1.3 Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of foreign markets and OTC markets mean that they are markets more suited to professional and other sophisticated investors.

3.1.4 Current information on foreign securities and OTC products may not be transparent and available. The Company does not provide information on market price, the supply and demand of a security in foreign market or OTC market, or the prompt status of order execution until the next Business Day.

3.1.5 The Company does not provide information on corporate action of securities, the market practices, rules and regulations in the foreign markets, or any subsequent changes of those market practices, rules and regulations.

3.1.6 The transaction cost, safe-keeping charges, commission rates and similar expenses can be unusually high. Client should consider appointing his/her custodian to take delivery of the securities in foreign markets or OTC markets.

3.1.7 The Company may execute Client's order of securities in foreign markets and OTC markets through any third party broker(s) at its own discretion. The Company will carry out an order of securities in foreign markets and OTC markets on a best effort basis, subject to relevant market conditions and/or rules and regulations and the successful execution of the order by the third party broker(s).

3.1.8 Settlement of Securities Trading Transaction purchases may fail should the seller fail to make delivery.

3.1.9 Generally, there is no guaranteed scrip delivery of Securities Trading Transaction. As a result, there could be delay in receiving dividend and other form of shareholder entitlement, including the exercise of shareholder's rights in shareholders' meetings.

3.1.10 Client may only sell securities in a failed trade to a designated broker which has failed to deliver the security. In this regard, this may cause difficulties in the realization of the relevant securities and/or substantially increase the trading loss.

3.1.11 Client should inform and instruct the Company to execute a purchase order of bonds on a guaranteed delivery basis if Client intends to avoid failed settlement.

3.1.12 Client acknowledges that the remedy available for a failed settlement may only be the enforcement of buy-in.