

The logo for CIFCO, consisting of the letters "CIFCO" in white, sans-serif font, positioned to the right of a solid blue square.

China CIFCO Securities Co., Limited

SECURITIES CLIENT AGREEMENT

SCHEDULES:

1. On-line Trading Agreement
2. Personal Information Collection Statement
3. Risk Disclosure Statement
4. Margin Client Agreement
5. Options Trading Agreement
6. Account Opening Form
(Client Information Form)

SECURITIES CLIENT AGREEMENT

THIS AGREEMENT is made the date stated in the Account Opening Form.

BETWEEN:

- (1) China CIFCO Securities Co., Limited, a company incorporated in Hong Kong with its principal place of business at Suite 03, 29/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong and a corporation licensed for Type 1 and Type 4 regulated activities under the Securities and Futures Ordinance with CE no. BEX 660 and
- (2) The party whose name, address and details are set out in the Account Opening Form (the “**Client**”).

WHEREAS:

1 Definitions

“**Account**” means any one or more securities trading accounts now or hereafter opened in the name of the Client with the Company in connection with this Agreement;

“**Account Opening Form**” means Schedule 6;

“**Agreement**” means this agreement, including the Account Opening Form and the various schedules attached hereto, as originally executed or as thereafter from time to time amended or supplemented;

“**Associate**” means, in relation to the Company, a body corporate which is its subsidiary or affiliated company, in Hong Kong or elsewhere;

“**Authorized Person**” means the persons or any of them designated in or pursuant to this Agreement to issue Instructions on behalf of the Client in relation to Accounts or Transactions and initially the persons named in the Account Opening Form;

“**Business Day**” means any day on which the relevant Exchange opens for trading other than Saturdays, Sundays, public holidays and any other days declared by the Exchange to be non-business days;

“**Clearing House**” means HKSCC in relation to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange;

“**Correspondent Agent**” means anyone who acts as the Company's agent in effecting Transactions or clearing the same in Hong Kong or elsewhere, including any member of an Exchange or Clearing House.

“**Exchange**” means SEHK and any Foreign Stock Exchange;

“**Electronic Services**” means the services as defined in the On-line Trading Agreement;

“**Foreign Stock Exchange**” means a stock exchange which is permitted to operate in a country or territory outside Hong Kong by the law of that country or territory, or any over the counter market;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China;

“**HKSCC**” means the Hong Kong Securities Clearing Corporation Limited;

“**Instructions**” Means any instructions or orders communicated by the Client or its Authorized Persons to the Company in accordance with Clause 4.1;

“**Securities**” means (1) stocks, shares, units and other equity securities. (2) bonds, notes and other debt securities, (3) spot and forward contracts, options, warrants, futures, contracts for differences, swaps, exchanges and derivatives (whether or not linked or related in any way to any of the foregoing or to any moneys, index or other asset. property or item) and (4) other investments of any kind whatsoever, in each case whether listed or unlisted, traded or not traded on any exchange or market, privately placed or publicly offered and whether or not constituted, evidenced or represented by a certificate or other document (bearer, negotiable or otherwise) or by an entry in the books of an

issuer, a clearing house, a depository, a custodian or any other person, together with rights against any issuer, clearing house, depository, a custody or other person in respect of any of the foregoing and other rights, benefits and proceeds in relation to any of the foregoing;

“**SEHK**” means The Stock Exchange of Hong Kong Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge;

“**SFC**” means the Securities and Futures Commission of Hong Kong; and

“**Transactions**” means any transactions concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Securities on any Exchange including (but not limited to) safe-keeping of securities and the provision of nominee or custodian service therefor and other transactions effected under or pursuant to this Agreement.

2 Authority

- 2.1 The Client (in the case of a corporation) authorizes the Authorized Persons to represent the Client in all matters in relation to all Transactions with the Company and to sign on the Client's behalf all agreements and documents relating to the Account and its operation, including this Agreement. All such documents and Instructions shall be absolutely and conclusively binding on the Client. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Persons until the Client notifies the Company in writing that the authorization has been revoked or varied.
- 2.2 If the Client (in the case of an individual) wishes to appoint Authorized Persons, the Client shall in addition to completing the Account Opening Form, furnish to the Company a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to the Company. The Client agrees that the Company is entitled to act on the instructions of the Authorized Person until the Client notifies the Company in writing that the power of attorney has been revoked or varied.
- 2.3 The Client acknowledges and agrees that the Client retains full responsibility for all Transactions and the Company is responsible only for the execution, clearing, and carrying of Transactions and 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 or any Transaction therein. In relation to Transactions entered by the Client not as a result of the Company's recommendation or solicitation, the Company is not responsible to the Client with respect to the suitability of the Transaction. Nor is the Company responsible for the profitability, tax, legal or accounting consequences of any Transactions.
- 2.4 Any advice or information provided by the Company, its director, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction, or an investment recommendation. The Client independently and without reliance on the Company, makes its own judgments on Transactions.
- 2.5 The Client authorizes the Company to instruct such Correspondent Agent as the Company may in its absolute discretion select to execute Transactions and acknowledges that the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding on the Client.

3 Commissions, Charges and Interest

- 3.1 On all Transactions, the Company is authorized to deduct the Company's commissions and charges in connection with any Transactions effected for the Client (as notified to the Client from time to time), all applicable levies imposed by the Exchange or Clearing House, brokerage, stamp duty, bank charges, transfer fees, interest and nominee or custodial expenses, immediately when due.
- 3.2 The Company shall be entitled to deposit all monies held in the Account and all monies received for or on the account of the Client into one or more trust account(s) at one or more authorized financial institution(s) as defined in the Securities and Futures Ordinance or as otherwise permitted by the Securities and Futures Ordinance.

- 3.3 The Client shall pay interest on all debit balances on the Account (including any amount otherwise owing to the Company at any time) at such rates and on such other terms as the Company notifies the Client 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. Overdue interest shall be compounded monthly and shall itself bear interest.
- 3.4 The Company may but is not obliged to pay interest on the credit balance in the Account at such rate and under such conditions as the Company notifies the Client from time to time. The Client acknowledges and agrees that interest rates are subject to fluctuation and may be different from the rate of interest paid by the bank on the trust account where such credit balance is held by the Company on the Client's behalf.
- 3.5 The Client agrees to pay any account services fee that the Company may charge for the maintenance of the Client's Account and authorizes the Company to debit the Client's Account for the same.

4 Instructions

- 4.1 All Instructions shall be given by the Client (or its Authorized Person) orally either in person or by telephone, or in writing, delivered by hand, by post or in such other form as from time to time accepted by the Company.
- 4.2 The Client authorizes the Company to upon its Instructions (or its Authorized Person's) either verbal or written, transfer funds to, from and between its Accounts at the Company and its designated bank accounts. The Client agrees to fully indemnify and keep indemnified the Company and its Associates against any loss, cost, claim, liability or expense, including legal fees arising from this authorization.
- 4.3 The Client acknowledges and agrees that any Instructions given or purported to be given by any means to the Company by the Client or by any Authorized Person and which are acted on or relied on by the Company shall at all times be irrevocable and bind the Client, whether or not such Instructions are in fact given or authorized by the Client. Under no circumstance should the Company have any duty to enquire or verify the identity or authority of the person giving instruction by any accepted means.
- 4.4 The Client acknowledges that once an Instruction has been made it may not be possible to cancel change the Instruction.
- 4.5 The Company may, in its discretion and without assigning any reason therefore, refuse to act for the Client or its Authorized Person in any particular Transactions.

5 Dealing Practices

- 5.1 Any day order for purchase or sale of Securities placed by the Client that has not been executed before the close of business of the relevant Exchange or such later time as the Client and the Company may agree shall be deemed to have been cancelled automatically.
- 5.2 The Client authorizes the Company, at any time and at Company's absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of instructions, to consolidate and/or disaggregate the Client's Instructions to purchase and/or sell Securities on the Client's behalf with similar instructions received from the Company's other clients. The Client agrees that in the event of there being insufficient Securities available to satisfy the purchase/sell orders so consolidated; the number of Securities actually purchased/sold shall be attributed to the relevant clients in the order in which those orders were received by the Company.
- 5.3 The Client acknowledges that due to the trading practices of the Exchange or other markets in which Transactions are executed, it 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 given by the Client.
- 5.4 Relevant regulators, Correspondent Agent or the Company may withdraw an order from the Company's order processing system. It is the Client's responsibility to maintain sufficient contact with the Company while there is an outstanding order on the Client's account so as to enable

the Client to identify and resubmit a withdrawn order. While the Company may endeavour to notify the Client of withdrawn order, the Company is under no obligation to do so and accepts no responsibility for any loss incurred directly or indirectly by the Client as a result of the withdrawal or expiry of an order.

- 5.5 Subject to applicable laws and regulations and market requirements, 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.
- 5.6 Unless otherwise agreed, in respect of each Transactions, unless the Company is already holding cash or Securities on the Client's behalf to settle the Transactions, the Client shall pay the Company cleared funds (including payment in a currency other than Hong Kong dollars) or deliver to the Company Securities which are fully paid with valid and good title and in deliverable form by such time as the Company has notified the Client in relation to the Transactions. The Client shall be responsible to the Company for any losses and expenses resulting from the Client's settlement failures.
- 5.7 The Client shall immediately notify the Company after payment of funds to the Company by delivering to the Company written evidence of such payment. The Client acknowledges that payment of funds to the Company may not be accredited to the Client's Account or reflected in any account statement until such notification is received by the Company. The Client agrees that any interest payable to or receivable by the Client under Clauses 3.3 and 3.4 shall be calculated on this basis.
- 5.8 The Account shall be in Hong Kong dollars or such other currencies as the Company may agree from time to time with the Client. In the event that the Client instructs the Company to effect any Transactions in a currency other than Hong Kong dollars, any profit or loss arising as a result of fluctuations in the exchange rate of the relevant currencies will be for the account of the Client solely. Any conversion from one currency into another required to be made for performing any action or step taken by the Company under this Agreement may be effected by the Company in such manner and at such time as it may in its absolute discretion decide. The Client authorizes the Company to debit the Client's Account for any expenses incurred in effecting the currency conversion. The Company reserves the right at any time to refuse to accept any Instructions from the Client in relation to currency conversion.
- 5.9 The Client acknowledges those telephone calls or other forms of communication between the Client and the Company may be recorded or otherwise electronically monitored without any warning messages and that the record may be used as final and conclusive evidence of the Instructions in case of disputes.
- 5.10 If the Company engages the service of Correspondent Agents, the Company shall be entitled to accept and keep, for its own account, any commission or rebate which the Company may receive in respect of any business the Company supplies to them on behalf of the Client.
- 5.11 The Company will act as the Client's agent in effecting transactions pursuant to this Agreement unless the Company indicates (in the contract note for the relevant transaction or otherwise) that it is acting as principal. For the avoidance of doubt in the case in any trading of shares listed in Mainland China, the Company will be maintaining an omnibus account with the Correspondent Agents.

6 Short Selling

- 6.1 The Client acknowledges that applicable laws and regulations may prohibit the Company from placing a sale order on the Client's behalf when the order relates to Securities which the Client does not own ("Short Sell Order"). The Client undertakes that:
 - (i) prior to placing a Short Sell Order, it will have entered into an effective securities borrowing arrangement or other form of cover acceptable to the Company which will ensure that the Securities in question will be delivered on the designated settlement date; and
 - (ii) prior to execution of such an order, it will provide the Company such documentary assurance that any such order is covered as the Company shall specify.

6.2 The Client acknowledges that the Company has right to request delivery of a copy of documentary evidence relating to the relevant Securities borrowing transaction e.g. the lender's confirmation.

7 Conflict of Interest

7.1 The Client acknowledges and agrees that the Company, its director, officers or employees and its Correspondent Agent may trade on its/their own account on the account of an Associate.

7.2 The Company is authorized to 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 an Associate or its other clients.

7.3 The Company is authorized to match the Client's orders with those of other clients.

7.4 The Company is authorized to effect Transactions in Securities where the Company or its Associate has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.

7.5 In any of the situations referred to in this Clause the Company shall not be obliged to account to the Client for any profits or benefits obtained.

8 Client Identification

If the Client effects Transactions in Securities for the account of clients, whether on a discretionary or non-discretionary basis, and whether as agent by entering into matching transactions as principal with its clients, the Client hereby agrees that, in relation to a Transaction where the Company has received an enquiry from the SEHK or the SFC or any other exchange, governmental or regulatory authority in any jurisdiction (collectively the "relevant regulators") the following provisions shall apply.

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

8.2 If the Client effected the Transactions 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 relevant regulators) , inform the relevant regulators of the identity ,address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the Transactions.

8.3 If the Client effected the Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform The Company when The Client's 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 relevant regulators), inform the relevant regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the Transactions.

8.4 If the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the Transactions was effected, the Client confirms that:

(i) it has arrangements in place with its client which entitle the Client to obtain the information set out in Clauses 8.1 and 8.2 from its client immediately upon request or procure that it be so obtained; and

(ii) it will, on request from the Company in relation to a Transaction, promptly request the information set out in Clauses 8.1 and 8.2 from the client on whose Instructions the Transactions was effected, and provide the information to the relevant regulators as soon as received from its client or procure that it be so provided.

- 8.5 For the purpose of investigating suspicious Transactions, the Client shall, immediately upon request by the Company inform the Company of the identity, address, occupation and contact details of the client for whose account the Transaction were affected.
- 8.6 The Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trusts for whose account Transactions may be effected to release information to the relevant regulators of the identity and contact details of such clients, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such Transactions, and (if different from the client/ ultimate beneficiary) of the person(s) who originated the Transactions.
- 8.7 The provisions of this Clause shall continue in effect notwithstanding the termination of this Agreement.

9 Disclosure of Information

- 9.1 The Company shall upon the request of relevant regulators disclose the name, beneficial identity and such other information concerning the Client as they may request or require. The Client undertakes to disclose such other information concerning itself to the Company within the time the Company specified as may be required for the Company to comply with applicable laws, rules, regulations, and/or the requirements of relevant regulators. The Client irrevocably authorizes the Company to make any such disclosure.
- 9.2 The Company may take one or more of the following actions at any time as may be determined in the Company's sole and absolute discretion to be required to ensure compliance with the applicable laws and regulations on the part of the Company:
- (i) deduct from or withhold part of any amounts payable to the Client under the Account;
 - (ii) terminate the Account without notice with immediate effect and discontinue entirely or in part the Company's relationship with the Client;
 - (iii) provide (whether before or after the termination of the Account) the tax information relating to the Client to such authority in any jurisdiction, as may be required for the Company to ensure compliance with any applicable laws and regulations.
- 9.3 Where the Client is an individual, the Company is subject to the Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individuals. The Company's policies and practices relating to personal data are set out in Schedule 2 to this Agreement and the Client acknowledges that it fully understands and accepts the provisions in Schedule 2.

10 Safekeeping and Disposal of Securities

- 10.1 The Client appoints the Company to act as custodian for the Client to provide custody of Client's Securities. The Client agrees not to pledge, charge, sell, grant an option or otherwise deal in any Securities or money forming part of any Account without the prior written consent of the Company.
- 10.2 Any Securities held in Hong Kong by the Company for safekeeping on behalf of the Client may, at the Company's discretion:
- (i) (in the case of registrable Securities) be registered in the name of the Client or in the name of the Company's nominee; or
 - (ii) deposited in safe custody in a segregated account which is designated as a trust account or client account with an authorized financial institution as defined in the Securities and Futures Ordinance, an approved custodian or another intermediary licensed by the SFC for dealing in securities in each case in Hong Kong .
- 10.3 Where Securities are held by the Company for safekeeping pursuant to this Clause, the Company shall itself, or shall procure any nominee or custodian appointed by it to:
- (i) collect and credit any dividends or other benefits arising in respect of such Securities to the Account or make payment to the Client as agreed with the Client. Where the Securities form part of a larger holding of identical Securities held for the Company's

clients, the Client is entitled to the same share of the benefits arising on the holding as the Client's share of the total holding. Where the dividend is distributed either in the form of cash dividend or other forms, the Company is authorized to elect and receive on behalf of the Client the cash dividend in the absence of contrary prior written Instruction from the Client; and

- (ii) comply with any directions received, in sufficient time to enable the Company to make the necessary arrangement, from the Client as to the exercise of any voting or other rights attaching to or conferring on such Securities provided that if any payment or expense is required to be made or incurred in connection with such exercise, neither the Company nor its nominee shall be required to comply with any directions received from the Client unless and until it receives all amounts necessary to fund such exercise.

10.4 The Company and its nominee are not bound to redeliver to the Client the identical Securities received from or for the Client but may redeliver to the Client, at the office of the Company at which the Account is kept, Securities of like quantity, type and description.

10.5 Securities held by the Company for safekeeping pursuant to this Clause are held by the Company at the sole risk of the Client and the Company shall not be responsible for or liable in respect of any loss or damage suffered by the Client in connection hereof unless such loss or damage has been caused as a direct consequence of a gross act of negligence or fraud on the part of the Company.

10.6 Insofar as any such Securities do not constitute "**Collateral**" as defined in any Margin Client Agreement entered into by the Company and the Client, the Client hereby expressly authorizes the Company to dispose of such Securities for the purpose of settling any liability owed by the Client (or who is the beneficial owner of such Securities) to the Company for dealing in Securities or financial accommodation provided by the Company to the Client which remains after the Company has disposed of all other assets designated as Collateral for securing the settlement of that liability.

11 Events of default

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

- (i) the Client's failure to pay any deposits or any other sums payable to the Company or its Associates 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;
- (ii) default by the Client in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House;
- (iii) the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client;
- (iv) the death of the Client (being an individual) or the Client is judicially declared insane or incompetent;
- (v) the levy or enforcement of any attachment, execution or other process against the Client;
- (vi) any representations or warranty made by the Client to the Company in this Agreement or in any document being or becoming incorrect or misleading;
- (vii) 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; and
- (viii) the occurrence of any event which, in the sole opinion of the Company, might jeopardise any of its rights under this Agreement.

- 11.2 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, the Company shall be entitled to:
- (i) immediately close the Account;
 - (ii) terminate all or any part of this Agreement;
 - (iii) cancel any or all outstanding orders or any other commitments made on behalf of the Client;
 - (iv) 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 liquidate any long positions of the Client through the sale of Securities on the relevant Exchange(s);
 - (v) dispose of any or all Securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Company or its Associates including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;
 - (vi) borrow or buy any Securities required for delivery in respect of any sale effected for the Client; and
 - (vii) combine, consolidate and set-off any or all accounts of the Client in accordance with Clause 14.

All amounts due or owing by the Client to The Company under this Agreement shall immediately become due and payable if an Event of Default occurs.

- 11.3 In the event of any sale pursuant to this Clause:
- (i) the Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price;
 - (ii) the Company shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price to any person at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Company and/ or any of the Associates; and
 - (iii) the Client agrees to pay to the Company any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to the Company.

12 Termination

- 12.1 Either party may terminate this Agreement at any time by giving the other party no less than 3 Business Days notice in writing. The Company may also terminate this Agreement with immediate effect upon the occurrence of any one or more of the following events:
- (i) the withdrawal or non-renewal upon expiry (or when called upon to do so) of the Client's authorization to the Company as contained in Clause 10.6 of this Securities Client Agreement regarding; or
 - (ii) the withdrawal of the Client's appointment of the Company as the Client's custodian in Clause 10.1.

Termination under this Clause shall not affect any transactions entered into by the Company pursuant to this Agreement before the termination.

- 12.2 Upon termination of this Agreement under this Clause, all amounts due or owing by the Client to the Company under this Agreement shall become immediately due and payable. The Company shall cease to have any obligations to purchase or sell Securities on behalf of the Client in accordance with the provisions of this Agreement, notwithstanding any Instructions from the Client to the contrary.

- 12.3 Upon termination of this Agreement, the Company may sell, realize, redeem, liquidate or otherwise dispose of all or part of the Securities to satisfy all indebtedness of the Client to the Company and Clause 11.3 shall apply to any such sale.
- 12.4 Any net cash proceeds received by the Company pursuant to a sale, realization, redemption, liquidation or other disposal under this Clause shall be credited to the Account and the net credit balance on the Account (if any) shall be returned to the Client, after first deducting or providing for all monies and sums due or owing and other liabilities accrued or accruing due to the Company and outstanding (whether actual or contingent, present or future or otherwise). All Securities not realized or disposed of together with any relevant documents of title in the Company's possession shall be delivered to the Client at the Client's sole risk and expense.
- 12.5 If a debit balance on the Account exists after application of the cash proceeds and deduction of any sums pursuant to this Clause, the Client shall immediately pay to the Company an amount equal to such debit balance together with the Company's cost of funding such amount as notified to the Client by the Company up to the date of actual receipt of full payment by the Company (after as well as before any judgment).
- 12.6 The Company may effect such currency conversions as are necessary for the purposes of this Clause in each case at the spot rate of exchange (as determined by the Company in its absolute discretion) prevailing in the relevant foreign exchange market (as determined by the Company in its absolute discretion) on the relevant date.

13 Liability and Indemnity

- 13.1 The Company will use all reasonable endeavours to comply with and carry out Instructions given by the Client and accepted by the Company concerning the Account or Transactions but neither the Company nor any of its directors, officers, employees or agents (save where it has been established that they or any of them have acted fraudulently or in wilful default) shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Client as a result of:
- (i) any inability, failure or delay on the part of the Company to comply with or carry out any such instruction or any ambiguity or defect in any such Instruction; or
 - (ii) the Company in good faith 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 any Associate or by any of its or their directors, officers, employees or agents; or
 - (iii) the Company failing to perform its obligations hereunder by reason of any cause beyond its control, including any governmental or regulatory restriction, closure of or ruling by any Exchange (or any division thereof), suspension of trading, breakdown or failure of transmission or communication or computer, postal or other strikes or similar industrial action, or the failure of any Exchange, Clearing House, Correspondent Agent or other person to perform its obligations; or
 - (iv) any Exchange, Clearing House, Correspondent Agent or other person ceasing for any reason to recognize the existence or validity of Transactions entered into by the Company on behalf of the Client, or failing to perform or close out any such contract provided that such cessation or failure shall not affect the Client's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom; or
 - (v) the mis-understanding or mis-interpretation of any Instruction given or placed verbally or electronically, or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continued operation or availability and mechanical failure or inadequacy of the Company's telephone or telecommunication system or installation in connection with the receipt and processing of Instructions transmitted by telecommunication devices and all other related equipment, facilities and services.
- 13.2 The Client agrees to fully indemnify and keep indemnified the Company and its Associates and its Correspondent Agents and their directors, officers, employees and agents ("**Indemnified**

Persons") against any loss, cost, claim, liability or expense, including legal fees, that may be suffered or incurred by any and/or all of the Indemnified Persons, arising out of or in connection with any Transactions, or otherwise arising out of any action or omission by the Company in accordance with the terms of this Agreement, or arising out of any breach by the Client of any of its obligations under this Agreement, including any costs reasonably incurred by the Company in collecting any debts due to the Company or any unpaid deficiency in the Account, in enforcing the rights of the Company hereunder or in connection with the closure of the Account, and any penalty charged as a result of any Transaction to the Company by any Exchange and/or Clearing House.

14 Set-Off, Lien and Combination of Accounts

- 14.1 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 laws or this Agreement, all Securities, receivables, monies 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 Transactions or otherwise, to the Company and its Associates.
- 14.2 In addition and without prejudice to any general liens or other similar rights which the Company may be entitled under law or this Agreement, the Company for itself and as agent for any of its Associates, at any time without notice to the Client, may combine or consolidate any or all accounts of the Client, of any whatsoever and either individually or jointly with others, with the Company or any of its Associates and the Company may set off or transfer any monies, Securities or other property in any such accounts to satisfy obligations or liabilities of the Client to the Company or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several, and whether or not such obligations and liabilities arise from the purchase and sale of securities by the Client on a cash-against-delivery basis.
- 14.3 Without limiting or modifying the general provisions of this Agreement, the Company may, without notice, transfer any assets between any Accounts and any other accounts of its Associates in accordance with applicable laws, rules and regulations.

15 Joint and Several Liability/Successors

- 15.1 Where the Client comprises two or more individuals:
- (i) each such individual shall be jointly and severally liable for all obligations under this Agreement;
 - (ii) the Company may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals without notice to the other individual and the Company is not responsible for determining the purposes or propriety of an Instruction the Company receives from any such individual or for the disposition of payments or deliveries among such individual. The Company reserves the right to require written Instructions from all such individuals at its discretion;
 - (iii) any delivery of payments or Securities to any one of such individuals shall be a valid and complete discharge of the Company's obligations to each individual regardless of whether such delivery are made before or after the death of any one of more of such individuals;
 - (iv) any notices and communications sent to one such individual will be deemed notice to all individuals holding the Account;
 - (v) on the death of any of such individual (being survived by any other such individual, this Agreement shall not be terminated and the interest in the Account of the deceased will thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall also 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.
- 15.2 This Agreement shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

16 Transaction n Notices and Reports

- 16.1 The Company will report to the Client executions of Transactions (i) promptly by telephone calls or facsimile or other means as agreed and/or (ii) by sending to the Client a copy of the transaction confirmation and account statement within two Business Days of the execution of the Transaction. Unless there have been no Transactions or any revenue or expense item in the Account during any particular month and the Account does not have any outstanding balance or holding of position or Securities, the Company will send to the Client a monthly statement showing a transaction summary for the month in accordance with the relevant law, regulations and rules.
- 16.2 The Client shall have a duty to examine the transaction confirmation, account statement and the monthly statement carefully and to notify the Company in writing of any alleged error or irregularity therein within 3 Business Days or such other period of time as may be specified by the Company generally or in any particular case, after the date of despatch of such confirmation or statement. The Client agrees that the Company is not liable for any damages or market fluctuations resulting from any delay in reporting an error to the Company. Otherwise, in the absence of a manifest error, the transaction confirmations, account statement and monthly statement shall be conclusive and the Client shall be deemed to have waived any such error and the Company will be released from all claims by the Client in connection with the statement or any action taken or not taken by the Company regarding the Account. In the case that there is an overpayment of money or Securities to the Account, the Client agrees to notify the Company as soon as it is aware of the overpayment and agrees not to remove (or if it really removed, to return) the money or Securities.

17 New Listing of Securities

- 17.1 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 its agent and for its benefit or for the benefit of any other person, the Client hereby warrants to and for the Company's benefit that the Company shall have authority to make such application on the Client's behalf.
- 17.2 The Client shall familiarize itself 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.
- 17.3 The Client hereby gives 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).
- 17.4 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 its 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.
- 17.5 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.
- 17.6 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.

- 17.7 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:
- (i) 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, negligence or wilful default be liable to the Client or any other person in consequence of such rejection;
 - (ii) to indemnify the Company in accordance with Clause 13 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. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors; and
 - (iii) notwithstanding Clause 5.4 in the event that the bulk application is only partially filled, the Client agrees that the Company is entitled to distribute the Securities allotted in its absolute discretion, including distributing the Securities equally between all clients under the bulk application and the Client shall not have any claim to the Securities or claim of priority to another Client in relation to the application.
- 17.8 In the event that the Company agrees to grant credit facilities to the Customer at the Customer's request for the Customer's application (the "Application") for new listing and/or issue of Securities on the Exchange for the benefit of the Customer or any other person, the Customer hereby agrees that the terms and conditions of the Margin Client Agreement (including, without limitation, clause 2 (Margin Facility), clause 3 (Charge), clause 4 (Power of Attorney) and clause 5 (Disposal of Collateral) set out in schedule 5 to this Agreement shall apply to such credit facilities and the Securities allocated, purchased or transferred pursuant to the Application (The "New Securities"), provided that in the application of such terms and conditions:
- (i) the definition of "Collateral" under clause 1.3 of the Margin Client Agreement shall be replaced by the following definition:
"Collateral" means all New Securities and all monies in relation to the Application which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by the Company or its Associates or nominees, including (without limitation) those monies and Securities that shall come into the possession, custody or control of the Company or its Associates from time to time in relation to the Application (which shall include any additional or substituted Securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities).
 - (ii) Interest for the whole IPO period is non-refundable once application submitted.
- 17.9 In relation to any Over-The-Counter ("OTC") transactions, including without limitation trading of any New Securities before their listing on the Exchange, entered or to be entered into by the Customer, the Customer acknowledges and agrees that:
- (i) subject to clause 5.10 above, the Company is acting as agent for the Customer and does not guarantee the settlement of such OTC transactions;
 - (ii) the Customer's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on the Exchange;
 - (iii) in the event that the Customer in selling any Securities fails to deliver such Securities, the Company is entitled to purchase in the market and/or on Over-the-Counter Market (at the prevailing market price) the relevant Securities required for delivery in respect of such sale effected for the Customer in order to complete the settlement of the relevant transaction. The Customer shall bear all losses arising out of or in connection with such transaction;

- (iv) in The event that (1) the Customer buys Securities from a seller and such seller fails to deliver the relevant Securities and (2) the purchase of the relevant Securities cannot be effected or the Company in its absolute discretion determines not to purchase the relevant Securities pursuant to clause 17.9 (iii) the Customer will not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for The purchase of the relevant Securities;
- (v) in the event that the Customer in buying any Securities fails to deposit the necessary settlement amount, the Company is entitled to sell any and all Securities or collateral held in its Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Customer is the seller under such transaction and such transaction cannot be settled, the Customer shall only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and
- (vi) without prejudice to the above, the Customer shall bear its own losses or expenses and shall be responsible to the Company for any losses and expenses resulting from its and/or its counterparty's settlement failures.

18 Representations and Warranties

The Client represents warrants and undertakes that:

- 18.1 The information relating to the Client provided pursuant to this Agreement is true, accurate and complete and the Company is entitled to rely on such information until the Company has received notice in writing from the Client of any changes therein. The Company will be notified immediately in writing of any material changes in such information.
- 18.2 The Client has the authority and legal capacity to enter into and perform its obligations under this Agreement and this Agreement constitutes the valid and legally binding obligations of the Client.
- 18.3 The Client is lawfully authorized to trade in any foreign securities, including shares listed in Mainland China.
- 18.4 The Client will advise the Company whether they are or become a U.S. person or Canadian resident or acquire or hold Securities beneficially owned by or for a U.S. person or Canadian resident or in violation of any applicable law.
- 18.5 Where the Client is an Intermediary as defined in the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance ("AMLO"), the Client undertakes the following
 - (i) Maintenance of internal policies, procedures and controls to comply with anti-money laundering/countering the financing of terrorist laws, regulations, and guidelines including performing ongoing monitoring of clients and their transactions;
 - (ii) Performance of the client due diligence measures specified in section 2 of schedule 2 of AMLO; and
 - (iii) Provision without delay of the documentary evidence obtained in the course of carrying out client due diligence measures upon request from overseas or local regulators or the Company.

19 Risk Disclosure

The Company refers the Client to the Risk Disclosure Statements contained in Schedule 3.

20 Notices and Communications

- 20.1 All notices, reports, statements, confirmations and other communications shall be in written or electronic form (if applicable) which may be personally delivered or transmitted by post, facsimile or electronic mail, if to the Client, at the address, facsimile number or electronic mail address given in the Account Opening Form or at such other address, facsimile number or electronic mail address as shall be designated by the Client in a written notice to the Company;

and if to the Company, at its address at such office of the Company as the Company may from time to time select and notify to the Client.

- 20.2 All such notices, reports, statements, confirmations and other communications shall be deemed to have been duly served:
- (i) at the time of delivery or transmission, if delivered personally, by facsimile or by electronic mail; or
 - (ii) 2 Business days after the date of posting, if sent by local mail; or
 - (iii) 5 Business days after the date of posting, if sent by overseas mail.

21 Amendments

The Client agrees that the Company may amend the terms of this Agreement by giving the Client reasonable notice of the changes in writing at any time. Any amendment to this Agreement shall take effect on expiry of such notice period and the Client will be deemed to have accepted the amendment if it does not terminate the Account.

22 Assignment

The Client agrees that the Company may transfer its rights and obligations under this Agreement to an Associate without prior consent from the Client. The rights and obligations of the Client under this Agreement may not be assigned without the Company's prior written consent.

23 Entire Agreement

This Agreement, including any schedules and appendices (as may be amended from time to time), contains the entire understanding between the Client and the Company and supersedes all previous agreements and arrangements (if any) made between the Company and the Client in relation to the Account.

24 Governing Law

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

25 General

25.1 All Transactions shall be effected in accordance with all laws, rules and regulatory directions, by-laws, customs and usage as amended from time to time of the Exchange and the Clearing House applying to the Company and shall be binding on the Client.

25.2 Each of the term of this Agreement is severable and distinct from the others. If any term in this Agreement is inconsistent with any present or future law, rule or regulation of the Exchange, the Clearing House or any authority having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.

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

25.4 A failure or delay in exercising any right, power or privilege in respect of this Agreement by the Company 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.

25.5 The Client agrees to notify the Company in writing of any material change in the information supplied in the Account Opening Form. The Company shall notify the Client in writing of any material change in the information contained in this Agreement.

25.6 In the event of any difference in the interpretation or meaning between the Chinese and English version of this Agreement, the Client and the Company agree that the English version shall prevail. The Chinese translation of this Agreement is available at www.cifcohk.com.

ON-LINE TRADING AGREEMENT

This On-line trading Agreement is supplemental to the Securities Client Agreement entered into by the Company and the Client to which this On-line Trading Agreement is annexed whereby the Company agrees to provide to the Client Electronic Services which enable the Client to give electronic Instructions and to obtain quotations and other information via computer or telephonic transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network (“**Electronic Services**”) Where any conflict arises between the Securities Client Agreement and the provisions of this On-line Trading Agreement, the provisions of the latter shall prevail.

1 Interpretation

- 1.1 Terms defined in this On-line Trading Agreement have the same meanings as in the Securities Client Agreement unless stated otherwise.
- 1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:
- “Login ID” means the Client's identification, used in conjunction with the Password, to gain access to the Electronic Services;
- “Information” means any transaction or market data, bid and ask quotations, news reports, third party analysts' report, research and other information relating to securities and the securities markets;
- “Password” means the Client's password, used in conjunction with the Login ID, to gain access to the Electronic Services
- 1.3 References to “Instructions” in the Securities Client Agreement are deemed to include electronic instructions given by means of the Electronic Services.
- 1.4 “Transaction Notices and Reports” and “Notices and Communications” referred to in Clauses 16 and 20 of the Securities Client Agreement respectively may be sent solely by means of Electronic Services if the Client so consents and such consent can be given initially as indicated in the Client Information Form or subsequently by Electronic Services. Notices and communication delivered by Electronic Services shall be deemed to have been duly delivered at the time of transmission.

2 Using Electronic Services

- 2.1 On The issuance by the Company to the Client of its Login ID and Password, the Electronic Services shall be activated and the Company shall notify the Client.
- 2.2 The Company is entitled to require the Client to place a cash and/or Securities deposit prior to execution of any Instructions as will be informed by the Company from time to time.
- 2.3 The Client agrees:
- (i) that it shall use the Electronic Services only in accordance with this On-line Trading Agreement, the Securities Client Agreement and the instructions and procedures as set out in the Company's Instruction Manual which is supplied to the Client from time to time;
 - (ii) that it shall be the only authorized user of the Electronic Services;
 - (iii) that it shall be responsible for the confidentiality and use of its Login ID and Password.
 - (iv) that it shall be solely responsible for all Instructions entered through the Electronic Services using its Login ID and Password and any Instructions so received by the Company shall be deemed to be made by the Client at the time received by the Company and in the form received;

- (v) that it shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;
 - (vi) that the Company has the right to suspend the Electronic Services if an incorrect Login ID and Password are entered on more than 3 occasions;
 - (vii) to provide the Company with the Client's e-mail address, and promptly provide the Company with any changes to the Client's e-mail address, and to accept electronic communications from the Company at the e-mail address the Client has specified;
 - (viii) that the Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Electronic Services;
 - (ix) that the Client agrees to pay all subscription, service and user fees, if any, that the Company charges for the Electronic Services and authorizes the Company to debit the Client's Account with the same;
 - (x) that it shall be bound by any consent the Client gives through the Electronic Services for the Company to provide any notices, statements, trade confirmations and other communications to the Client solely through Electronic Services; and
 - (xi) that it shall log-off the Electronic Services immediately following the completion of each Electronic Services session.
- 2.4 After the giving of an Instruction via the Electronic Services, the Client shall check via the Electronic Services that its Instruction has been correctly acknowledged by the Company.
- 2.5 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an instruction after it has been given through the Electronic Services and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by the Company in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original Instruction.
- 2.6 In the case the Electronic Services is not available, the Client shall place its Instructions in accordance with Clause 4.1 of the Securities Client Agreement.

3 Provision of Information

- 3.1 The Company may convey Information to the Client by Electronic Services. The Client may be charged a fee for Information the Company provides that has been obtained from Exchanges, markets and from other third-parties that transmit Information (collectively referred to as the "**Information Providers**").
- 3.2 The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Client shall:
- (i) not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and
 - (ii) not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.
- 3.3 The Client agrees not to
- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Company and the relevant Information Provider(s);

- (ii) use the Information for any unlawful purpose;
 - (iii) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in securities listed on the SEHK.
- 3.4 The Client agrees to comply with reasonable written requests by the Company to protect the Information Providers' and the Company's respective rights in the Information and the Electronic Services.
- 3.5 The Client shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.
- 3.6 The Client authorizes the Company to provide information on the Electronic Services supplied to the Client hereunder to the Stock Exchange Information Service Limited ("**SEIS**") to enable the Company to comply with the license agreement between SEIS and the Company relating to market datafeeds.

4 Intellectual Property Rights

- 4.1 The Client acknowledges that the Electronic Services, and any software comprised in it, is proprietary to the Company. The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate this On-line Trading Agreement if at any time the Client breaches, or if the Company at any time reasonably suspects that the Client has breached, this warranty and undertaking.

5 Limitation of Liability and Indemnification

- 5.1 The Company, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation:
- (i) delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, electronic or other systems that are not under the Company's control;
 - (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers;
 - (iii) unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s) and/or account numbers; and
 - (iv) war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.
- 5.2 The Client agrees to defend, indemnify and hold the Company, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Securities Client Agreement (including this On-line Trading Agreement), applicable securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this On-line Trading Agreement.
- 5.3 The Client accepts that while the Company endeavours to ensure the accuracy and reliability of the Information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omission.

6 Termination of Electronic Services

- 6.1 The Company reserves the right to terminate the Client's access to the Electronic Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Client's access

number(s), password(s) and/or account number(s), breach of this On-line Trading Agreement or the Securities Client Agreement, discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the Company and Information Providers.

- 6.2 In the event of termination by the Company, the Information Providers, and the Company shall have no liability to the Client; provided, however, that if the termination is without cause the Company will refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Electronic Services not furnished to the Client as of the date of such termination.

7 Risk Disclosure

The Company refers the Client to the Risk Disclosure Statements contained in Schedule 3.

8 General

- 8.1 In the event of any dispute between the parties, the Client agrees that the records of the Company (including electronic records) shall prevail.
- 8.2 The Company may change the terms in this On-line Trading Agreement from time to time by giving the Client reasonable notice in writing or via Electronic Services.

SCHEDULE 2

PERSONAL INFORMATION COLLECTION STATEMENT

This Statement is provided to the Client as an individual Client of the Company in accordance with the requirements of the Hong Kong Personal Data (Privacy) Ordinance (the “**Ordinance**”). Terms defined in this statement have the same meaning as in the Securities Client Agreement

1 Disclosure Obligation

Unless otherwise stated the Client must supply the personal data requested on the enclosed Account Opening Form to China CIFCO Securities Co., Limited. If the Client does not supply this data, it will not be possible for the Client to open an Account with the Company as the Company will not have sufficient information to open and administer the Account.

2 Use of Personal Data

2.1 Users

All personal data concerning the Client (whether provided by the Client or any other person, and whether provided before or after the date the Client receives the Securities Client Agreement containing this information) may be used by any of the following companies or persons (each, a “**User**”)

- (i) China CIFCO Securities Co., Limited and/or any of its Associates (the “**Group**”);
- (ii) any director, officer or employee or agent of the Group;
- (iii) any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Client’s Instructions and/or the business of the Group;
- (iv) any actual or proposed assignee of any rights and obligations of the Group in relation to the Client; and
- (v) any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Group.
- (vi) Any Correspondent Agent.

2.2 Purposes

All personal data concerning the Client may be used by any User for the following purposes:

- (i) carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;
- (ii) ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests ;
- (iii) designing further products and services or marketing a Group product to the Client.
- (iv) transfer of such data to any place outside Hong Kong;
- (v) comparison with the Client's personal data (irrespective of the purposes and sources for which such data were collected, and whether collected by a User or any other person) for the purpose of: (A) credit checking; (B) data verification; and/or (C) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Client or any other person);
- (vi) providing on the terms of any other agreements and services relating to the Client;
- (vii) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body;
- (viii) investigating suspicious transactions; and

- (ix) any other purpose relating to the execution of the Client's Instructions or in connection with the business or dealings of the Group.

2.3 **Use of Data in Direct Marketing**

The Company intends to use and /or transfer the Client's data to its Associates for direct marketing and the Company requires the consent (including no objection) of the Client for that purpose. In this connection, please note that:

- (i) the name, contact details, portfolio information, transaction pattern and financial background of the Client may be used in direct marketing of investment or financial related products and services of the Group; and
- (ii) If a Client does not wish the Company to use and /or transfer the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-out.

3 Rights of Access and Correction

The Client has the right to have access to and correction of the Client's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Client is entitled to:

- (i) enquire whether China CIFCO Securities Co., Limited holds personal data in relation to the Client;
- (ii) request access to the Client's personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
- (iii) request the correction of the Client's personal data; and
- (iv) be given reasons if a request for access or correction is refused, and object to any such refusal.

4 Contact Person

If the Client wishes to request access to and /or correct personal data and/or opt out of receiving direct marketing material, the Client should contact the Client Services Officer on 3700 1300 or help.sec@cifcohk.com.

RISK DISCLOSURE STATEMENTS

- 1 Risk of Securities Trading**
The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.
- 2 Risk of Trading Futures and Options**
The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.
- 3 Risk of Trading Growth Enterprise Market Stocks**
Growth Enterprise Market (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.

You 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.

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.
- 4 Risk of Client Assets Received or Held outside Hong Kong**
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 Securities and Futures Ordinance (Cap. 571) and the rules made thereunder.

Consequently, such Client assets may not enjoy the same protection as that conferred on Client assets received or held in Hong Kong.
- 5 Risk of Trading Nasdaq-Amex Securities at the Stock Exchange of Hong Kong Limited**
The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult the Company and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.
- 6 Risk of using the Electronic Services under the On-line Trading Agreement**
If you undertake Transactions via Electronic Services, you will be exposed to risks associated with the Electronic Services system including the failure of hardware and software, and the result of any system failure may be that your order is either not executed according to your Instructions or is not executed at all;

Due to unpredictable traffic congestion and other reasons, Electronic Services may not be reliable and Transactions conducted via Electronic Services may be subject to delays in transmission and receipt of your Instructions or other Information, delays in execution or execution of your Instructions at prices different from those prevailing at the time your Instructions were given, transmission interruption or blackout. There are risks of misunderstanding or errors in communication, and it is

also usually not possible to cancel an Instruction after it has been given. The Company accepts no responsibility for any loss which may be incurred by the Client as a result of such interruptions or delays or access by third parties. You should not place any Instruction with us via Electronic Services if you are not prepared to accept the risk of such interruptions or delays; and

Market data and other information made available to the Client through our Electronic Service may be obtained by the Company from third parties. While the Company believes such market data or information to be reliable, neither the Company nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information.

7 Risk of Margin Trading

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the Company. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. You should closely monitor your positions, as in some market conditions we may be unable to contact you or provide you with sufficient time to make the required deposits, and forced liquidation may be necessary. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

8 Risk of Trading of Foreign Securities, including Shares Listed in Mainland China

You should only undertake trading of foreign securities if you understand the nature of foreign securities trading and the extent of your exposure to risks. In particular, foreign securities trading is not regulated by the SEHK and will not be covered by the Investor Compensation Fund despite the fact that the Company is an exchange participant of the SEHK. You should carefully consider whether such trading is appropriate for you in light of your experience, risk profile and other relevant circumstances and seek independent professional advice if you are in doubt.

9 Risk of Trading on the over-the-counter (“OTC”)

You should only undertake trading on the over-the-counter (“OTC”) trading facilities provided by the Company if you understand the nature of such trading and such trading facilities and the extent of your exposure to risks. By trading on Over-the-Counter Market you are exposed to the credit, settlement and other risks of the counterparty to the relevant OTC transactions, including (but not limited to) transactions of Securities before their listing on the Exchange. Settlement of the relevant transactions is not guaranteed and you will be responsible for any losses or expenses resulting from your and or your counterparty's settlement failures.

Trades executed on Over-the-Counter Market may be cancelled and void if that particular Securities subsequently fails to list on the Exchange. Furthermore, your order may only be partially executed, or not at all, as a result of the lower liquidity in trading on Over-the-Counter Market as compared to regular market hours of the Exchange. There may also be greater volatility in trading on Over-the-Counter Market than in regular market hours of the Exchange. The lower liquidity and higher volatility in trading on Over-the-Counter Market may then result in wider than normal spreads for a particular type of Securities.

The prices of Securities traded on Over-the-Counter Market may differ significantly from their opening or traded prices transacted during the regular market hours upon the listing of the Securities on the Exchange. The prices displayed on Over-the-Counter Market may not reflect the prices in other concurrently operating automated trading systems dealing in the same Securities. News announcements made by the issuers may affect the price of their Securities after regular market hours. Similarly, important financial information is often announced outside regular market hours. In trading on Over-the-Counter Market, these announcements may occur during trading and may cause an exaggerated and unsustainable effect on the price of a particular type of Securities.

10 Risk of Trading in Foreign Currency

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

11 Risk of Trading Exchange Traded Notes (ETNs)

ETN is a type of unsecured, unsubordinated debt security issued by an underwriting bank, designed to provide investors access to the returns of various market benchmarks. The returns of ETNs are usually linked to the performance of a market benchmark or strategy, minus applicable fees. Similar to other debt securities, ETNs have a maturity date and are backed only by the credit of the issuer.

You can buy and sell the ETNs on the exchange or receive a cash payment at the scheduled maturity or may early redeem the ETNs directly with the issuer based on the performance of the underlying index less applicable fees, with redemption restrictions, such as the minimum number of ETNs for early redemption, may apply.

There is no guarantee that investors will receive at maturity, or upon an earlier repurchase, investors' initial investment back or any return on that investment. Significant adverse monthly performances for investors' ETNs may not be offset by any beneficial monthly performances. The issuer of ETNs may have the right to redeem the ETNs at the repurchase value at any time. If at any time the repurchase value of the ETNs is zero, investors' investment will expire worthless. ETNs may not be liquid and there is no guarantee that you will be able to liquidate your position whenever you wish.

Although both ETFs and ETNs are linked to the return of a benchmark index, ETNs as debt securities do not actually own any assets they are tracking, but just a promise from the issuer to pay investors the theoretical allocation of the return reflected in the benchmark index. It provides limited portfolio diversification with concentrated exposure to a specific index and the index components. In the event that the ETN issuer defaults, the potential maximum loss could be 100% of the investment amount and no return may be received, given ETN is considered as an unsecured debt instrument.

The value of the ETN may drop despite no change in the underlying index, instead due to a downgrade in the issuer's credit rating. Therefore, by buying ETNs, investors get direct exposure to the credit risk of the issuer and would only have an unsecured bankruptcy claim if the issuer declares bankruptcy. The principal amount is subject to the periodic application of investor fee or any applicable fees that can adversely affect returns. Where you trade ETNs with underlying assets not denominated in local currencies investors are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETN price.

Investors may have leveraged exposure to the underlying index, depending on the product feature. The value of ETNs can change rapidly according to the gearing ratio relative to the underlying assets. You should be aware that the value of an ETN may fall to zero resulting in a total loss of the initial investment.

12 Default Risks & Counterparty Risks

Every investment products contains default risks and/or counterparty risks. Default risk could come from the issuer's failure to make payments as agreed. At time of market downturn, an issuer may default due to their inability to raise new debt to roll over or repay old one. Credit ratings are the most common tools used for assessing bond default risk. A rating represents the opinion of the rating agency at a particular point of time and may change over time, due to either changes in the financial status of the issuers or changes in market conditions.

Counterparty risk refers to the failure of the trading party in fulfilling their financial contractual obligations. While ratings by credit agencies represented quality assurances, investors should not only reference to the credit ratings of the product issuers, but also seek full understanding of the product structure and its exposure to the financial derivatives in order to avoid financial loss.

13 Risk Relating to Collective Investment Schemes

Collective Investment Schemes may invest extensively (up to 100%) in financial derivative instruments, fixed income securities and/or structured products (including, but not limited to credit default swaps, sub-investment grade debt, mortgage-backed securities and other asset-backed securities) and be subject to various risks (including but not limited to counterparty risk, liquidity risk, credit risk, and market risk). Collective Investment Schemes may use trading strategies that use financial derivative instruments which may be unsuccessful due to a number of reasons; including but not limited to volatile market conditions, imperfect correlation between the movements in securities on which derivatives are based, lack of liquidity within markets and counterparty default risk.

14 General Risk of Trading in Derivatives and Structured Products

Issuer default risk: In the event that a structured product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of structured product issuers.

Uncollateralised product risk: Uncollateralised structured products are not asset backed. In the event of issuer bankruptcy, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralised.

Gearing risk: Structured products such as derivative warrants and callable bull/bear contracts (CBBCs) are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a structured product may fall to zero resulting in a total loss of the initial investment.

Expiry considerations: Structured products have an expiry date after which the issue may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

Extraordinary price movements: The price of a structured product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

Foreign exchange risk: Investors trading structured products with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the structured product price.

Liquidity risk: The Exchange requires all structured product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to buy or sell the product until a new liquidity provider has been assigned.

15 Specific Risk of Trading Derivative Warrants (“DW”)

Time decay risk: All things being equal, the value of a derivative warrant will decay over time as it approaches its expiry date. Derivative warrants should therefore not be viewed as long term investments.

Volatility risk: Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. Investors should be aware of the underlying asset volatility.

16 Specific Risk of Trading Callable Bull/Bear Contracts (“CBBC”)

Mandatory call risk: Investors trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. Investors will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should also note that the residual value can be zero.

Funding costs: The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

17 Specific Risk of Trading Exchange Traded Funds (“ETFs”)

Market risk: ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

Tracking errors: Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and

the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication.)

Trading at discount or premium: An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

Foreign exchange risk: Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price.

Liquidity risk: Securities Market Makers (SMMs) are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, investors may not be able to buy or sell the product.

18 Risk Relating to Securities Denominated in Renminbi (RMB)

RMB is not freely convertible. Conversion between RMB and foreign currencies (including Hong Kong dollar) is subject to PRC regulatory restrictions which may affect the liquidity of the RMB denominated securities.

As RMB denominated securities may have irregular trading or an inactive market. Therefore you may not be able to sell your investment on a timely basis, or you may have to sell the product at a deep discount to its value.

The Hong Kong dollar value of your investment will go down if the RMB depreciates against the Hong Kong dollar.

19 Important Notes and Specific Risks of trading via Shanghai-Hong Kong Stock Connect

The following describes some of the risks and other significant aspects of trading the Shanghai Stock Exchange ("SSE") securities via Shanghai-Hong Kong Stock Connect ("China Connect") through China CIFCO Securities Co., Limited (the "Company"). In light of the risks, you should undertake such transactions only if you understand the nature of China Connect trading and the extent of your exposure to risk. You should carefully consider (and consult your own advisers where necessary) whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

You must observe relevant laws and regulations of Mainland China and Hong Kong as well as the rules of the exchanges. You must accept and agree the aforesaid and the risk related to China Connect, including but not limited to being liable or responsible for breaching the SSE Listing Rules, SSE Rules and other applicable laws and regulations before giving instructions.

- 19.1** No day trading is allowed
You are not allowed to carry out day trading through China Connect. A shares bought on trade day (T-day) can only be sold on or after T+1 day.
- 19.2** OTC trading is not permitted
All trading must be conducted on SSE, i.e. no over-the-counter (OTC) or manual trades are allowed.
- 19.3** Must have shares in Company's CCASS account before the market opens
You must have your shares transferred to the Company's corresponding CCASS account before the commencement of trading on a trading day if you intend to sell the shares during a trading day.
- 19.4** Stock and money settlement arrangement
For SSE shares trading, Stock settlement will be conduct on T-day, while money (including the transaction amount as well as the related fees and levies) will settle on T+1 day. You should ensure you have sufficient RMB in your account for settlement.
- 19.5** Company's right to cancel your orders in case of contingency

The company shall have the right to cancel your orders without prior notice in case of contingency such as hosting of Typhoon Signal No. 8.

- 19.6** Quota restrictions
Purchases of SSE securities through China Connect are subject to certain daily quota controls. As a result, there is no assurance that that a buy order can be successfully placed through China Connect.
- 19.7** Difference in trading day and trading hours
China Connect allows trading only on the days when both Hong Kong and Shanghai markets are open for trading, and banking service are available in both markets on the corresponding settlement days. You should also note that A shares trading will follow the SSE's trading hours.
- 19.8** Foreign shareholding restriction
Under Mainland China laws, there is a limit to how many shares a single foreign investor is permitted to hold in a single Mainland China listed company. The Company has the right to force-sell your shares upon receiving a forced-sale notification from SEHK. Accordingly, you should ensure you fully understand the Mainland rules and regulations in relation to shareholding restrictions and disclosure obligations and follow such rules and regulations.
- 19.9** Short Swing Profit Rule
Under Mainland China laws, the "short swing profit rule" requires investors to return any profits made from purchases and sales in respect of China Connect securities of a Mainland China listed company if (a) your shareholding in the Mainland China listed company exceeds the threshold prescribed by the relevant China Connect authority from time to time and (b) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa.
- 19.10** Not protected by Investor Compensation Fund
You should note that SSE trading under China Connect will not be covered by Hong Kong's Investor Compensation Fund. As Hong Kong investors are not carrying out SSE trading through Mainland brokers, they are not protected by China Securities Investor protection Fund on the Mainland.
- 19.11** Warnings
SSE may request SEHK to require the Company to issue warning statements (verbally or in writing) to clients, and not to extend SSE trading service to certain clients.
- 19.12** Liability
SEHK, SEHK parent companies and subsidiaries, SSE and SSE subsidiary and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the Company, its clients or any third parties arising from or in connection with SSE trading or the CSC.

MARGIN CLIENT AGREEMENT

This Margin Client Agreement is supplemental to the Securities Client Agreement entered into by the Company and the Client to which this Margin Client Agreement is annexed whereby the Client's Account is allowed to conduct margin trading ("**Margin Account**") and the Company agrees to grant credit facilities ("**Facility**") to the Client at the Client's request for the Client's Transactions. Where any conflict arises between the Securities Client Agreement and the provisions of this Margin Client Agreement, the provisions of the latter shall prevail.

1 Definitions

- 1.1 Terms defined in this Margin Client Agreement have the same meanings as in the Securities Client Agreement unless stated otherwise.
- 1.2 References to "Account" in the Securities Client Agreement is deemed to include the Margin Account as established pursuant to this Margin Client Agreement.
- 1.3 "**Collateral**" means all monies and Securities of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by the Company or its Associates or nominees, or transferred to or held by any other person in circumstances where the Company accepts the same as security for the Client's obligations under the Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of the Company or its Associates from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities).
- 1.4 "**Credit Limit**" is the maximum amount of Facility that the Company will grant the Client irrespective of the amount of the Client's Collateral and Margin Ratio.
- 1.5 "**Margin Ratio**" is the percentage of the value of the Collateral up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from the Company against the Collateral.

2 Margin Facility

- 2.1 The Facility is extended to the Client in accordance with the provisions set out in this Margin Client Agreement, any fees and charges sheet from the Company to the Client and in the Securities Client Agreement (collectively called "**Margin Facility Terms**"). The Client agrees to use the Facility only in connection with the acquisition or holding of Securities by the Company for the Client.
- 2.2 Subject to Clause 2.4 below, the Company may grant the Client Facility of such amount up to the Credit Limit as may be notified to the Client from time to time. The Credit Limit available to the Client and the Margin Ratio may be varied by notice by the Company from time to time. Notwithstanding the credit limit as notified to the Client, the Company may at its discretion extend Facility to the Client in excess of the Credit Limit and the Client agrees that the Client shall be liable to repay the full amount of any Facility given by the Company in accordance with Clause 6.1.
- 2.3 The Company is instructed and authorized by the Client to draw on the Facility to settle any amounts due to the Company or its Associates in respect of the Client's purchase of Securities, margin maintenance obligations for any positions required by the Company or its Associates, or payment of any commission or other costs and expenses owing to the Company or its Associates.
- 2.4 The Company will not at any time be obliged to provide any Facility to the Client. In particular, the Client understands that the Company may not provide any Facility to the Client if any of the following circumstances should arise:
 - (i) the Client is in default of any provisions of the Agreement; or

- (ii) in the opinion of the Company there is or has been a material adverse change in the Client's financial condition or in the financial condition of any person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under the Agreement; or
 - (iii) making an advance would cause the applicable Credit Limit to be exceeded; or
 - (iv) the Company in its absolute discretion considers it prudent or desirable for its protection not to do so.
- 2.5 For so long as there exists any indebtedness to the Company on the Client's part, the Company shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of the Company be entitled to withdraw any Collateral in part or in whole from the Client's Account.
- 2.6 The Client shall on demand from the Company make payments of deposits or margin in monies, Securities and/or other assets in such amount and in such form into a designated account and within such time as specified by the Company (referred to as a "**Margin Call**"), as the Company in its absolute discretion determines necessary to provide adequate security in respect of the Facility. For the purpose of a Margin Call, the Company shall use its best endeavours to contact the Client promptly by phone on the telephone numbers indicated by the Client on the Account Opening Form and/or by sending to the Client a Margin Call notice by post, fax, email or otherwise. The Client agrees that it shall be deemed properly notified of the Margin Call even if the Company fails to contact it by phone or the Client fails to receive the written notice.
- 2.7 Any failure by the Client to comply with Clause 2.6 of this Margin Client Agreement will constitute an Event of Default under Clause 11 of the Securities Client Agreement.
- 2.8 The Client agrees to pay interest on a daily basis on the amount of Facility extended to the Client. The interest rate shall be at a percentage above the Company's cost of funds which will vary according to the prevailing money market situation and as notified to the Client by the Company from time to time. Such interest charges may be deducted by the Company from the Margin Account or any other account of the Client with the Company or its Associates.

3 Charge

- 3.1 The Client, as beneficial owner, charges in favour of the Company by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral as a continuing security ("**Charge**") for the payment and satisfaction on demand of all monies and liabilities (absolute or contingent) and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by the Client to the Company or its Associates, or for which the Client may be or become liable to the Company or its Associates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of the Company or its Associates.
- 3.2 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to the Company and/or its Associates and notwithstanding the closing of any of the Client's accounts with the Company and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to the Company or its Associates on any account or otherwise.
- 3.3 The Client represents and warrants that the Collateral is legally and beneficially owned by the Client, that the Client is entitled to deposit the Collateral with the Company or its Associates that the same is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.

- 3.4 Upon irrevocable payment in full of all sums which may be or become payable under the Securities Client Agreement and the full performance of the Client's obligations under the Margin Facility Terms, the Company will at the Client's request and expense release to the Client all the rights, title and interests of the Company in the Collateral and will give such Instructions and directions as the Client may require in order to perfect such release.
- 3.5 Until the Charge becomes enforceable, (i) the Company will have the right, subject only to giving the Client notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and (ii) except as otherwise provided in this Margin Client Agreement, the Client may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice the Company's rights in relation to the Collateral.

4 Powers of Attorney

The Client by way of security irrevocably appoints the Company to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Client by or pursuant to the Margin Facility Terms and generally for enabling the Company to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation):

- (i) to execute any transfer or assurance in respect of any of the Collateral;
- (ii) to perfect its title to any of the Collateral;
- (iii) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;
- (iv) to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and
- (v) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.

5 Disposal of Collateral

The Client agrees that in the event of any sale pursuant to the Securities Client Agreement or the Margin Facility Terms, any Collateral will be sold or disposed of in the absolute discretion of the Company and upon any sale by the Company, a declaration made by an officer of the Company that the power of sale has become exercisable shall be conclusive evidence of the fact in favor of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with the Company or its nominees shall be concerned to inquire into the circumstances of the sale.

6 Termination of Facility

- 6.1 The Facility is repayable on demand and may be varied or terminated in the absolute discretion of the Company. In particular the Facility will be terminated upon the occurrence of any one or more of the following events:
- (i) the withdrawal or non-renewal of the Client's authorization to the Company as required by section 7 of the Securities and Futures (Client Securities) Rules; or
 - (ii) any termination in accordance with Clauses 11 and 12 of the Securities Client Agreement, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.
- 6.2 Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to the Company.
- 6.3 Repayment of all or any of the loan amounts owed to the Company will not of itself constitute cancellation or termination of the Margin Facility Terms.

7 Security Unaffected

Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:

- (i) any other security, guarantee or indemnity now or hereafter held by the Company or its Associates under or in respect of the Margin Facility Terms or any other liabilities;
- (ii) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);
- (iii) the enforcement or absence of enforcement or release by the Company or its Associates of any security, guarantee or indemnity or other document (including the Charge);
- (iv) any time, indulgence, waiver or consent given to the Client or any other person whether by the Company or its Associates;
- (v) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by the Company or any other person;
- (vi) the insolvency, bankruptcy, death or insanity of the Client;
- (vii) any amalgamation, merger or reconstruction that may be effected by the Company with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of the Company to any other person;
- (viii) the existence of any claim, set-off or other right which the Client may have at any time against the Company or any other person;
- (ix) any arrangement or compromise entered into by the Company with the Client or any other person;
- (x) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
- (xi) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or any other thing done or omitted or neglected to be done by the Company or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Margin Facility Terms.

8 Risk Disclosure

The Company refers the Client to the Risk Disclosure Statements contained in Schedule 3.

SCHEDULE 5

OPTIONS TRADING AGREEMENT

This Options Trading Agreement is supplemental to the Securities Client Agreement entered into by the Company and the Client to which this Stock Options Trading Agreement is annexed whereby the Client is allowed to conduct Options Trading ("**Options Account**") and the Company agrees to provide Exchange Traded Options Business to the Client. Where any conflict arises between the Securities Client Agreement and the provisions of this Options Trading Agreement the provisions of the latter shall prevail.

1 Definitions

- 1.1 Terms defined in this Options Trading Agreement have the same meanings as in the Securities Client Agreement or the Options Trading Rules of the SEHK unless stated otherwise.
- 1.2 References to "Account" in the Securities Client Agreement is deemed to include the Options Account as established pursuant to this Options Account Agreement.
- 1.3 "Options Trading" means the purchase, closing, exercise, settlement and discharge of long options transactions and include writing of options through the Options Account or otherwise creating any short open position.
- 1.4 "Client Contract" has the meaning as defined in the Options Trading Rules of the SEHK which means a contract validly made at the time when an order in respect of an option series is matched by the Options System with another order in respect of that option series and incorporates the terms and conditions of the Standard Contract for a particular option series.

2 Laws and rules

- 2.1 All Exchange Traded Options Business shall be effected in accordance with all laws, rules and regulatory directions (the "**Rules**") applying to the Company. This includes the Options Trading Rules of the SEHK, the Clearing Rules of the SEHK Option Clearing House Limited ("**SEOCH**") and the rules of the HKSCC and any other applicable laws and regulations. In particular, SEOCH has authority under the Rules to make adjustments to the terms of Contracts, and the Company shall notify the Client of any such adjustments which affect Client Contracts to which the Client is a party. All actions taken by the Company, by the SEHK, by the SEOCH or by the HKSCC in accordance with such Rules shall be binding on the Client.
- 2.2 The Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between the Company and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

3 Collateral

- 3.1 The Customer agrees to provide the Company with cash and/or securities and/or other assets ("**Collateral**") as may be agreed from time to time, as security for the Customer's obligations to the Company under this Options Trading Agreement. Such Collateral shall be paid or delivered as demanded by the Company from time to time. The amounts required by way of Collateral shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of the Customer's open positions and delivery obligations, and further Collateral may be required to reflect changes in market value.
- 3.2 The Customer shall on request provide the Company with such authority as the Company may require under the Rules to authorize the Company to deliver such securities, directly or through an Options Exchange Participant, to SEOCH or other clearing house as Collateral in respect of Exchange Traded Options Business resulting from the Customer's instructions to the Company; and the Company does not have any further authority from the Customer to borrow or lend the Customer's securities or otherwise part with possession (except to the Customer or on the Customer's instructions) of any of the Customer's securities for any other purpose.

4 Client Default

- 4.1 If the Client fails to comply with any of the Client's obligations and/or to meet the Client's liabilities under this Options Trading Agreement, including failure to provide Collateral, this will be treated as an Event of Default under Clause 11 of the Securities Client

Agreement and in addition the actions the Company may take under Clause 11.2, the Company is further authorized to:

- (i) decline to accept further instructions from the Client in respect of Exchange Traded Options Business;
- (ii) close out some or all of the Client's Client Contracts with the Company;
- (iii) enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which the Company is exposed in relation to the Client's default; or
- (iv) dispose of Collateral, and apply the proceeds thereof to discharge the Client's liabilities to the Company.

Any proceeds remaining after discharge of all the Client's liabilities to the Company shall be paid to the Client.

- 4.2 The Client agrees to pay interest on all overdue balances in its Options Account (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Company may have notified the Client from time to time.

5 Contracts

- 5.1 In respect of all options contracts effected on the Client's Instructions, the Client will pay the Company, within the time period notified by the Company, Premium, the Company's commission and any other charges, and applicable levies imposed by the SEHK or any other exchange, as have been notified to the Client. The Company may deduct such Premium, commissions, charges and levies from the Options Account or any other account of the Client with the Company or any Associate.
- 5.2 The Company may place limits on the open positions or delivery obligations that the Client may have which will be notified to the Client from time to time.
- 5.3 The Client acknowledges that:
 - (i) the Company may close out Client Contracts to comply with position limits imposed by the SEHK or any other relevant exchange;
 - (ii) if the Company goes into default, the default procedures of SEHK may result in Client Contracts being closed out, or replaced by Client Contracts between the Client and another Options Exchange Participant.
- 5.4 On exercise of a Client Contract by or against the Client, the Client shall perform the Client's delivery obligations under the relevant contract, in accordance with the Standard Contract and as notified by the Company.
- 5.5 The Client acknowledges that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH or other clearing houses from time to time. The Client may instruct the Company to override such an "automatically generated exercise instruction" before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.
- 5.6 The Client acknowledges that the Company may, at the Client's request agrees to the Client Contracts between the Company and the Client being replaced, in accordance with the Rules by Client Contracts between the Client and another Options Exchange Participant.
- 5.7 The Client acknowledges that although all Options Contracts are to be executed on SEHK or other exchange, the Client and the Company shall contract as principals under Client Contracts.

6 Risk Disclosure Statement

The Company refers the Client to the Risk Disclosure Statements in Schedule 3.

7 Representation and Warranties

The Client confirms that:

- (i) the Options Account is operated solely for the Client's Account and benefit and not for the benefit of any other person; or
- (ii) the Client has disclosed to the Company in writing the name of the person(s) for whose benefit the Options Account is being operated; or
- (iii) the Client has requested the Company to operate the Options Account as an Omnibus Account, and will immediately notify the Company, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.

8 General

- 8.1 The Company shall provide the Client, upon request, with the product specifications for Options Contracts.
- 8.2 If the Company fails to meet its obligations to the Client pursuant to this Options Trading Agreement, the Client shall have a right to claim under the Investor Compensation Fund established under the laws of Hong Kong, subject to the terms of the Investor Compensation Fund from time to time.
- 8.3 The Company is registered as an Options Trading Exchange Participant and the Options Officer/Options Representative who will be primarily responsible for the Client's affairs is stated in the Account Opening Form in Schedule 4.

SCHEDULE 6

ACCOUNT OPENING FORM

- 1A Client Information Form (Individual/Joint Account)
- 1B Client Information Form (Corporate Account)

