



Agreement for Futures & Options Trading Account

AGREEMENT

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This "Agreement for Futures & Options Trading Account" (hereinafter referred to as the "Agreement") shall be formally entered into and effective from the date when the Client successfully opens a trading account with **313 Capital Management Limited**.

BETWEEN :

- (1) **313 Capital Management Limited**, a Company incorporated in Hong Kong, has its principal place of business at **Unit 1702, 17th Floor, The Phoenix, No.23 Luard Road, Wanchai, Hong Kong** ("**313 Capital Management**" or "**the Company**"); and
- (2) The "**Client**" referred to in this Agreement, shall have its full English Name and/or full Chinese Name (if any), Residential / Correspondence Address and relevant Client Information set out in the "**Account Opening Form**" (hereinafter referred to as the "**Client**").

WHEREAS :

313 Capital Management Limited agrees, at the Client’s request and at the Company’s sole discretion, to open or maintain one or more Accounts for the Client with the Company, to trade on the Client’s behalf in various Futures contracts, Options contracts and other products, or to provide the Client with services relating to the trading of Futures Contracts / Options Contracts, at the Company’s sole discretion. The Client agrees that the Company, acting as agent on the Client’s behalf, shall conduct all transactions or dealings in or relating to the Client’s Account and/or the aforementioned services in accordance with the terms and conditions of the Account Agreement (hereinafter referred to as "this Agreement", where the context so permits), and agrees to be bound by this Agreement. The Client’s use or continued use of the Company’s services shall constitute the Client’s acceptance of this Agreement, the Account Opening Form, the Risk Disclosure, the Terms of Electronic Services and any supplementary documents formally provided to and accepted by the Client ; in the event of material amendments, the Client shall be notified in writing or electronically, specifying the effective date, and such terms and conditions shall form part of the agreement between the Company and the Client and constitute a legally binding contract between the Client and the Company.

313 Capital Management is a Company incorporated in Hong Kong since 1991 and regulated by the **Securities and Futures Commission** ("**SFC**") under the "**Securities and Futures Ordinance**" ("**SFO**") (**Chapter 571 of the Laws of Hong Kong**) to carry on **TYPE 2 (Dealing in Futures Contracts) ("RA2")**, **TYPE 4 (Advising on Securities) ("RA4")**, **TYPE 5 (Advising on Futures Contracts) ("RA5")** and **TYPE 9 (Asset Management) Regulated Activities Licensed Corporation (SFC CE Number : ABF168)** with its principal place of business at **Unit 1702, 17th Floor, The Phoenix, No.23 Luard Road, Wanchai, Hong Kong**.

PART 1 – DEFINITION AND INTERPRETATION

1.1 Unless otherwise specified in this Futures and Options Account Agreement or in any other document forming part of this Agreement, the following terms shall have the meanings set out below :-

"313 Capital Management Limited" or the "Company"	means, 313 Capital Management Limited , incorporated in Hong Kong SAR, and its successors and assigns. The Company is licensed under SFC CE No. ABF168 to carry on Type 2 (Dealing in Futures Contracts) , Type 4 (Advising on Securities) , Type 5 (Advising on Futures Contracts) and Type 9 (Asset Management) regulated activities (as defined in the SFO) ;
"Access Codes"	means a Password used in the combination with an Account Number to access the Company’s Electronic Trading Services System for the purpose of Electronic Trading Services ;
"Account(s)"	means any One (1) or More trading account(s) opened in the Company in the name of the Client, now or in the future, in accordance with this Agreement. This/(These) Account(s) should be denominated in Hong Kong Dollars or such other Currencies as the Company may agree at



	ALL time with the Client ;
"Affiliate"	has the same meaning as specified in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) (as amended from time to time). For the purposes of this Agreement, if one of two companies is a subsidiary of the other , or if both companies are subsidiaries of a third company, those two companies shall be deemed to be associated companies, and the term " Associated Companies " shall be construed accordingly ;
"Assets"	means all Futures and/or Options, Cash and other assets from time to time held in the Account ;
"Authorized Person"	means the Person / Individual as a Third Party duly appointed and/or designated by the Client pursuant to the Agreement during the account opening or submit the Application afterwards to issue Instruction on behalf of the Client or/and the Client's Account ;
"Business Day" or "Trading Day"	means any day on which trading takes place on the trading market operated by each Exchange , excluding Saturdays, Sundays, public holidays and any other days declared by each Exchange to be non-trading days in respect of the trading market it operates ;
"Clearing Corporation"	means an institution appointed, established and operated by each Futures Exchange to provide clearing services to participants in respect of contracts on that Futures Exchange ;
"Clearing House"	means, in relation to HKFE , the body appointed by or established and operated by HKFE to provide cleaning services to participants of HKFE in respect of Exchange Contracts and, in relation to any other Exchange , any Clearing House providing clearing services for any contract traded through or on the floor of that Exchange ;
"Clearing House Rules"	means the general rules, regulations, procedures and practices from time to time in force of the Clearing House providing clearing services to participants of HKFE for exchange contracts or, in respect of other Exchanges, to members or participants of such other exchanges for Futures / Options Contracts traded on such other Exchanges ;
"Client Agreement"	means the text of the agreement entered into between the Client and the Company from time to time, or any agreement as replaced, amended or supplemented from time to time by the Company unilaterally, including the Specimen Card, Client Information Form, Account Opening Form, this Agreement and any Supplementary Agreements and applicable appendix entered into from time to time between the Company and the Client in relation to the services under this Agreement, including but not limited to the Instructions of Electronic Services, Instructions for LME Electronic Trading, Instructions for Options Trading, Risk Disclosures, Terms of Hong Kong Futures Exchange, International Tax Rules, Instructions for Personal Data (Privacy) Ordinance , and other agreements or terms relating to the Client that the Company may enter into, amend or add from time to time ;
"Client Money Rules"	means Securities and Futures (Client Money) Rules as enacted and from time to time amended pursuant to Section 149 of the Ordinance ;
"Client Money Standing Authority"	means the standing authority granted to the Company by the Client pursuant to Section S of the Client Money Rules and the terms set out in Clause 11 of this Agreement as may be amended from time to time;
"Close Out"	means, in the case of a Futures / Options Contract for the sale of a Commodity, the entering into of a corresponding Futures / Options Contract for the purchase of the same amount and quality of the relevant Commodity for delivery on the same date and, in the case of a Futures Contract for the purchase of a Commodity the entering into a corresponding Futures Contract for the sale of the same amount and quality of the relevant Commodity for the delivery on the same date,



	and the expressions "Closed Out" and "Closing Out" shall be construed accordingly ;
"Codes and Guidelines"	means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (for convenience, hereinafter referred to as the " Code ") made under the Ordinance in force from time to time, and any other codes or guidelines ;
"Commodity(ies)"	means any item and includes, without limitation, currencies, securities, indices of any kind (whether stock market or otherwise), interest rates, exchange rates, physical assets (including precious metals, agricultural produce, oil and land) and other investments traded, or rights or options in relation to which are traded, on any exchange and shall where the case requires include a Futures / Options Contract in respect of any of the above and in each case whether or not the item is capable of being delivered ;
"Electronic Trading Services"	means the electronic trading facilities and services which may be provided by including but not limited to services provided or accessible through its interactive voice response system, the Internet and/or any other electronic communication channel ;
"Exchange"	means Hong Kong Future Exchange or any other exchange, market or association of dealers in any part, of the world other than Hong Kong ;
"Exchange Contract"	means a contract for a Commodity approved by SFC and HKFE for trading on HKFE and which may result in a Futures / Options Contract or a Futures / Options Contract which has been executed in accordance with the HKFE Rules ;
"FATCA"	means Foreign Account Tax Compliance Act , (1) the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the U.S. Code or any associated treasury regulations, as amended or supplemented from time to time, or other' official guidance; or (2) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other' jurisdiction, which (in either case) facilitates the implementation of paragraph (1) above, or (3) any agreement pursuant to the implementation of paragraphs (1) or (2) above with the U.S. Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction ;
"Financial Products"	for the purposes of this Agreement, financial products refer only to financial derivatives such as " Futures Contracts " and " Option Contracts " unless otherwise stated ;
"Futures Contract"	means a contract executed in any exchange, and (i) one party agrees to deliver to the other party at an agreed future time an agreed commodity or quantity of a commodity at an agreed price ; or (ii) the parties agree to make an adjustment between them at an agreed future time according to whether an agreed commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making of the contract , the difference being determined in accordance with the rules of the exchange on which the contract is made ;
"Group"	means 313 Capital Management Limited and its subsidiaries and/or affiliates, " Group Member " shall bear the same meaning accordingly ;
"Inactive/Dormant Account"	means that for any Account, the Account in which no transactions and positions have been recorded for a period of Twenty-Four (24) consecutive months or such other period as the Company may notify the Client in writing. (The changes described herein shall not : (a) take effect within Thirty (30) days from the date of the relevant notice, and (b) cause any interruption of the accumulated time or cause the relevant time to resume accumulating.) When an account is determined to be an inactive account, the Company may prohibit the Client from accessing the



	Company's Electronic Trading Services System arid will not execute transactions under such Account (except for the deposit and withdrawal of funds by the Client), or impose such conditions on the operation of such Account and/or charge such fees as the Company deem appropriate ;
"Instruction"	means any Written and/or Oral instruction given by the Client to the Company with respect to the Account ;
"Investor Compensation Fund"	means the Investor Compensation Fund established pursuant to the Securities and Futures Ordinance (Cap. 571) ;
"LME"	stands for London Metal Exchange ;
"Margin"	means such amount in such currency and such other collateral whatsoever as may from time-to-time demand in its absolute discretion from the Client by way of margin, variation adjustment or other cash adjustments in relation to Futures/Options Contracts ;
"Open Positions"	means a Futures Contract or an Options Contract which has not been closed out ;
"Options Contract"	means a contract executed between one party (the " first party ") and another party (the " second party ") on any Commodity, Futures or Options exchange under which :- (1) the first party grants the second party the right, but not the obligation, to buy an agreed commodity, or quantity of a commodity, from the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be arid, in the event that the second party exercises his right to buy :- (a) the first party is obliged to deliver the commodity at the agreed price ; or (b) the second party receives a payment referable to the amount (if any) by which the commodity is worth more than the agreed price , such payment being determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made ; or (2) the first party grants to the second party the right, but not the obligation, to sell an agreed commodity, or quantity of a commodity to the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to sell : - (a) the first party is obliged to take delivery of the commodity at the agreed price ; or or (b) the second party receives a payment referable to the amount (if any) by which the commodity is worth more than the agreed price , such payment being determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made ;
"Portfolio"	means the collection of Assets held in the Account in accordance with the Client's Investment Policy and Objectives ;
"Regulated Activity"	has the meaning ascribed to it in the " Securities and Futures Ordinance " (Cap. 571, Laws of Hong Kong) ;
"SFC"	is the regulatory body established under the " Securities and Futures Ordinance ", namely the Securities and Futures Commission of Hong Kong ;
"SFO"	means the " Securities and Futures Ordinance " (Chapter 571 of the Laws of Hong Kong) and any subsidiary legislation made thereunder amended, consolidated and substituted at all time ;
"US Person"	includes any natural person who is a US citizen or resident ; a corporation, partnership, or other



	<p>business organization formed or incorporated under the laws of the United States or any of its political divisions, any estate or trust managed by a trustee of an executor who is a US person, or the income of the estate or trust, is subject to US federal income tax (regardless of its source) ; any account held by a dealer or trustee for a US person (other than any estate or trust) and any partnership or corporation formed by or incorporated in the laws of any overseas jurisdiction and consisting of people from the United States (mainly engaged in securities and not registered under the US Securities Act of 1933). "US Person" do not include local regulated branches or agents operating outside the United States for banking or insurance purposes for convincing business reasons and are not investing in any branch or agent of a US bank or insurance company which not registered under the US Securities Act of 1933. For the purposes of this definition, "United States" includes the United States of America, its states, territories and dependent territories, and the Colombian region.</p>
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- 1.2 The title of each clause is for reference only and shall not be construed as constituting any modification or limitation of any rights or obligations under the relevant provisions, nor does it affect the interpretation of the relevant terms.
- 1.3 Unless otherwise stated :-
 - (a) "including" means including but not limited to ;
 - (b) all singular numbers include plural and vice versa ;
 - (c) each gender pronoun shall include all genders ;
 - (d) the statement of any "applicable laws and regulations" shall mean that these "applicable laws and regulations" are not issued, revised, re-enacted or replaced, and include all rules and regulations issued on their basis.
- 1.4 In the event of a conflict between this Agreement and any applicable portion of this Agreement, the relevant transaction will be subject to the terms of the applicable section ; if any part conflicts with an application confirmation (if any), the terms of the application confirmation will apply.
- 1.5 For the avoidance of doubt, the reference to a document here also includes references to amendments, additions or substitutions from time to time.

PART 2 – APPLICABLE RULES AND REGULATIONS

- 2.1 All Transactions shall be affected in accordance with and shall be subject to the constitutions, rules, regulations, directions, customs and usages applying to the Client, including the Exchange Rules, Clearing House Rules, and the relevant ordinance(s) and all other laws applicable in the jurisdiction of the relevant exchanges as amended from time to time. All actions taken by the Company in accordance with such constitutions, rules, regulations, directions, customs, and usages shall be binding on the Client.
- 2.2 Transactions in relation to Futures / Options contracts on markets other than the HKFE shall be subject to the rules and regulations of the relevant market(s) rather than the HKFE. Notwithstanding, the level and means of protection provided to the Client from such relevant market(s) in respect of such related transactions may vary substantially from the level and means provided by HKFE pursuant to its rules, regulations and procedures.

PART 3 – TRADING INSTRUCTION AND EXECUTION

- 3.1 Unless otherwise agreed in writing between the Client and the Company, the Client shall trade in a principal capacity. Where the Company acts as a counterparty or principal, it shall make the necessary disclosures and obtain the requisite consents



in accordance with applicable regulations. The Client may instruct the Company to enter into or close out contracts on its behalf during trading hours. All trading instructions must comply with the relevant exchange rules and restrictions, and may be given in person, by telephone, in writing, electronically or by any other means permitted by the Company. The Client bears the market risk and the consequences of trading in accordance with its instructions, without prejudice to the Company's liability for fraud, wilful default, gross negligence or breach of applicable law. Where a Client authorises a trading agent to issue instructions, the Client must first submit a written authorisation to the Company ; any amendment to such authorisation shall only take effect upon the Company's receipt and acceptance of the relevant written notice.

3.2 Any trading instructions given by the Client or its authorized trading representative(s) via the Company's designated telephone lines shall be executed only after the Company has, at its discretion, verified the identity of the caller, and such communications may be recorded and relied upon as final and conclusive evidence, with the Client bearing full responsibility for all transactions effected following such verification; and, subject to applicable law, notwithstanding any revocation of authority or the commencement of liquidation, bankruptcy, or analogous proceedings, any instructions given or purportedly given by the Client or any authorized person shall remain valid and binding on the Company until Five days after the Company has actually received written notice of such revocation or, in the case of such proceedings, from the relevant liquidator, trustee in bankruptcy, or similar officer.

3.3 Clients may issue instructions via the electronic trading system. Clients acknowledge that the electronic services involve risks, including system interruptions, delays, data errors, login failures and unauthorised use, and agree to be bound by Appendix 1 "Instructions of Electronic Services", and the relevant terms and conditions. Clients shall keep their account numbers, trading passwords and any authentication tools in safe custody ; in the event of loss, disclosure or suspected unauthorised use, the Client shall immediately notify the Company to request suspension of the relevant electronic services. Until such notification is received by the Company, any transaction successfully accepted by the system or verified shall, in principle, be deemed to have been made by the Client, without prejudice to the Company's liability arising from its own fraud, wilful default, gross negligence or breach of applicable law.

3.4 If the Client has objection to the contract arrangements or the Client's broker enters into pursuant to the Client's instruction within Forty-Eight (48) hours as of its receipt of all notifications, transaction confirmations and statements, the Client is entitled to request for the taking of evidence, otherwise the Client will be deemed as having confirmed the transaction confirmations and statements.

3.4.1 If the transaction instruction is wrongly executed as a consequence of negligence, fraud or gross negligence by an employee, the consequence of such transaction shall be borne by the Company except such instruction is approved by the Client. All losses as a consequence of any other faults other than the aforesaid wrongly executed instruction shall be borne by the Client itself, and the original instruction must be sent by telephone call and based on the telephone recording of the Company, if sent by other written forms, the Company shall prevail subject to the received records. The Client shall be deemed by to have given up the aforesaid right after Forty-Eight (48) hours has passed by as of such instruction is executed.

3.4.2 Without prejudice to the general rule in 3.4.1, the Client acknowledges and accepts : the rapid change in the futures market, general market condition and/or restrictions and limitations imposed by any relevant exchanges may result in the Company's inability to partially execute or fully execute the Client's instruction in a practicable way, and the Company or any such broker acting in connection with any such transaction shall not bear any obligations and responsibilities for such action.

3.4.3 The Company shall notify the Client if it decides not to accept the instruction from the Client, but it shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or



expense suffered or incurred by the Client arising out of or in connection with the Company declining to act on such instruction or omitting so to notify the Client or making any delay in notifying the Client.

- 3.5** The Company may, from time to time, set and amend trading limits and/or position limits based on market risk, credit risk, concentration risk, regulatory requirements or liquidity risk. Should a Client exceed such limits, the Company reserves the right to refuse to accept their instructions ; in the event of a general policy adjustment, the Company will notify the Client where reasonably practicable.
- 3.6** Unless otherwise agreed between the Client and the Company, the Company will only accept the Client's trading instructions where the Client's account holds sufficient available funds, initial margin, maintenance margin or collateral acceptable to the Company, or where there are sufficient available funds and/or the commodities required for settlement of the relevant transaction.
- 3.7** Unless the Client gives the opposite specific instruction, the Client agrees and confirms that all orders and instructions are only valid on the day of the official trading day of the relevant exchange that received the order or instruction. If the Client intends to use other conditional instructions to fully understand other conditional orders it supports and agrees to bear the risks of using other conditions, the company will not undertake the responsibility of the use of other conditions. If the Client chooses to give instructions through the Electronic Self-Service Trading System, the Client hereby declares that he/she fully understands the types of orders supported by such system and agrees to bear such risks.
- 3.8** Clients may issue trading instructions to the Company from time to time. Where a single product can be executed across multiple markets, the Company may determine the execution venue based on liquidity, price, costs, settlement arrangements and regulatory requirements, subject to the Client's explicit instructions and applicable rules.
- 3.9** Unless otherwise provided in this Agreement, if the Company reasonably considers that the Client's margin, risk level, net account value or position status is insufficient to support existing positions or potential future liabilities, the Company shall be entitled, without prior notice to the Client and without the need to obtain the Client's consent, to take one or more of the following actions, subject to applicable laws and exchange rules :-
- 3.9.1** Where the margin in a Client's account falls below the maintenance margin requirement specified by the Company, the Company may, at its reasonable discretion as to the order, quantity and manner of such action, and either without prior notice or, where practicable, upon giving the client notice as soon as possible, forcibly close out any open contracts until the margin is restored to the level required by the Company. All execution prices shall be based on the actual market prices available at the time, and the Client shall bear any resulting shortfall and losses ;
 - 3.9.2** In the event of insufficient available funds, a negative balance, a breach of risk limits, or any other circumstances deemed appropriate by the Company, the Company may cancel, revoke or refrain from executing any pending orders, and shall notify the Client where reasonably practicable ;
 - 3.9.3** To the extent permitted by applicable law, the Client's Standing Authorisation for Client Money and internal procedures, the Company may reasonably transfer funds between different sub-accounts within the Client's account to meet margin requirements, settlement obligations, fees or other relevant liabilities; the Company shall maintain complete records.
- 3.10** Due to objective constraints imposed by the Futures Exchange or other markets, and the frequent rapid fluctuations in commodity prices, there may be delays in the Company's quotations or trading. Even if the Company makes reasonable efforts, it may still be unable to execute trades at the prices quoted at any specified time. The Company shall not be liable for any losses arising from the absence of, or failure to comply with, any terms of the instructions provided by the Client,



or for any gains or losses resulting from price differentials in the Client's account due to objective market conditions or discrepancies between the exchange's quoted prices, transaction prices and actual settlement prices.

PART 4 – SETTLEMENT / DELIVERY / EXERCISE

- 4.1** The settlement, delivery, exercise, exercise against, and expiry of Futures and Options Contracts shall be conducted in accordance with the rules of the relevant Exchange and Clearing House, the product specifications, and this Agreement. Clients are responsible for keeping track of expiry dates, last trading days, exercise deadlines and associated risks.
- 4.2** For Cash Delivery of Futures and Options Contracts, the settlement procedure will be automatic upon contract expiration, and the Company will not send settlement reminder notices to the Client in this regard. For Futures Contracts with physical delivery, unless the Client has applied to the Company in advance and the Company has accepted the Client's application for consent to provide the Client with a delivery service application, the Company will not provide the Client with Futures Contracts physical delivery service.
- 4.3** Subject to the provisions of this Agreement, and in order to avoid the Client entering into physical delivery procedure, for open position in physical delivery close to expiration, in the case of long holders, the Client must close out the position on the first notice date or the business day immediately preceding the last trading day, whichever is earlier or such other date as the Company may notify at its discretion. In the case of short holders, the Client must on the business day before the last trading day, instruct the Company to close out the position, otherwise the Company may, without prior notice, execute the method and terms that it deemed appropriate to close out or settle the relevant contract on behalf of the Client. Only LME open positions shall be executed in accordance with the LME contract delivery payment in accordance with Appendix II " Instructions for LME Electronic Trading ".
- 4.4** If the Company agrees to provide physical delivery services to the Client, the Client shall promptly deliver all the funds required by the Company under such contracts if the Client is a long position holder and shall promptly deliver securities, financial instruments, documents and other property required by the Company under such contracts if the Client is a short position holder, in order to be able to process settlement in accordance with the rules of the Exchange or Clearing Corporation.
- 4.5** Where the Client holds a short position under an Options Contract and the option is exercised, the Client shall on demand pay the Company in cash the settlement amount payable by the Client or make or take delivery of the Commodity the subject matter of the Options Contract pursuant to the terms of the Options Contract.
- 4.6** In the case of the sale of any Commodity or other properties by the Company at the direction of the Client and the inability of the Company to deliver the same to the purchaser by reason of the Client's failure to supply the Company therewith then and in such event, the Client authorizes the Company to borrow any commodity or other properties necessary to make delivery thereof ; and the Client hereby agrees to guarantee to bear any loss and damage which the Company may sustain thereby any premiums which the Company may be required to pay and for any loss which the Company may sustain by reason of the inability of the Company to buy or borrow the relevant commodity or other properties sold.

PART 5 – MARGIN

- 5.1** The Margin requirements set by the Company may have a higher standard than that of the Margin requirements set by any Exchange or Clearing House or Brokerage Rules and the Company reserves the right to make adjustments without the prior consent of the Client based on market conditions or the latest Margin requirements as may be announced by the Exchange or Clearing House or Brokerage Rules from time to time. Such adjustments and the latest Margin requirements will be announced / notified to the Client through the Company's website, email, SMS, telephone or any one of such means.
- 5.2** The Company may in its absolute discretion determine whether Margin in the form of assets other than cash shall be accepted. Where shares, stocks and/or other valuables are deposited as Margin, the Company shall have an absolute



discretion to assign a notional value (which need not correspond to the market value) to the asset for Margin purpose, which value may change from time to time as determined by the Company in respect of the prevailing market value of the asset or otherwise.

5.3 Without prejudice and in addition to any other rights and remedies of the Company hereunder, the Client irrevocably authorizes the Company, without prior notice to the Client, to apply all or any part of any cash deposit or other property held for the account of the Client by the Company or its Affiliate on any account whatsoever :-

5.3.1 pay the margin required by the Company in accordance with Clause 5.1 ;

5.3.2 in payment to any Exchange, Clearing House or Brokerage in or towards satisfaction of any liability to provide margin demanded or required by such Exchange, Clearing House or Brokerage in respect of any Futures / Options Contract entered into by the Company on behalf of the Client, or towards provision of security (whether in the form of mortgage, deposit, charge, pledge or otherwise) in favour or to the order of any Exchange, Clearing House or Brokerage, without prior notice to the Client and free of any beneficial interest of the Client or of any other person in the Margin, as security for the Company's obligations to (and upon terms specified by the Company) the Exchange, Clearing House or Brokerage in respect of any Futures / Options Contract entered into by the Company on behalf of the Client, with power to such Exchange, Clearing House or Brokerage to enforce the security in satisfaction of any obligations of the Company, provided that the Client's deposit or property shall not be applied to finance or act as security for any Clearing House margin requirements or trading liabilities in respect of Futures / Options Contract entered into by the Company on behalf of any other Client (and in either event, such deposit or property will be dealt with according to the rules and regulations of the relevant Exchange, or Clearing House, or the terms of trading of the Brokerage) ;

5.3.3 in satisfaction of any other obligations of the Company to any party insofar as such obligations arise in connection with or incidental to any Futures / Options Contract entered into by the Company on behalf of the Client ; and/or

5.3.4 in or towards payment of money properly required to meet commissions, brokerage, levies or other proper charges relating to any Futures / Options Contract entered into by the Company on behalf of the Client.

5.4 Clients must monitor the financial status of their Accounts to ensure that there are sufficient funds to meet the applicable margin requirements. Should the margin in a Client's account be insufficient, the Company may reject any orders or instructions from the Client. Should the margin in a Client's Account fall below the Company's maintenance margin requirement, the Company will issue a margin call to the Client. The Company may, at its sole discretion, notify the Client by means of one or more of the following : an additional margin notice attached to the Client's Statement, a recorded telephone call, an email or SMS. All margin calls shall take effect immediately upon issuance by the Company. The Client must pay attention to such margin calls, whether by telephone or in other written forms, and must comply with the margin call requirements within One Trading Day or within such other timeframe as the Company may specify from time to time upon receipt of the margin call. If the Client fails to meet the Company's margin call within One Trading Day or within any other timeframe specified by the Company from time to time, the Company shall have full discretion to close out any of the Client's open positions until the Company's minimum margin requirements are met ; any losses arising therefrom shall be borne solely by the Client.

5.5 If the contracts traded by the Client are Hong Kong Futures Exchange contracts, the Client must comply with the Company's margin call requirements within the timeframe specified by the Company from time to time. If, on Two consecutive occasions, the Client fails to meet the margin requirements set out in Clause 5.4 within the timeframe specified



by the Company following receipt of a notice, the Company may be required to report the details of the relevant open contracts to the HKFE and the SFC; and in respect of open contracts for which the Client has failed to meet the margin requirements within the timeframe specified by the Company or upon the Company's request, the Company shall have full discretion to close out such positions, and any losses arising therefrom shall be borne solely by the Client.

5.6 Unless specifically instructed by the Client, the Company may in accordance with its own rules of settlement adjust the required Margin for Futures / Options Contracts held in the Account which is allowed to be set off without notification to the Client. Details of positions held by the Client and total Margins required shall be based on the Statements issued by the Company.

5.7 All Margin variation adjustments must be paid in cash. The Company shall only accept transfers between the bank account under the Client's name and the trust account of the Company and shall avoid deposit and withdrawal from a Third Party.

PART 6 – COMMISSIONS AND CHARGES

6.1 The Client agrees to pay the Company immediately upon demand (a) brokerage commissions at such rates as be determined by the Company and be notified to the Client from time to time ; (b) all commissions, brokerage, levies, fees ; duties and taxes and all other charges and expenses incurred by the Company arising out of or in connection with any Futures / Options Contract entered into by the Company on behalf of the Client or otherwise arising out of or in connection with the performance of any of the Company's duties under this Agreement, as well as any deduction or withholding made with regarding to the Client asset received or held by the Company on behalf of the Client in or outside Hong Kong pursuant to FATCA requirements ; and (c) interest on any monies advanced to the Client at such rates as may be determined by the Company arid notified to the Client from time to time.

6.2 Without prejudice to any other rights and remedies available to the Company, the Company may charge a monthly maintenance fee of such amount in such currency as the Company may appropriately determine from time to time on the dormant Account as specified in a fee schedule if the Client has no trading activity for Six (6) Months or more. If the Company decides to charge the Client the relevant monthly maintenance fee, such fee(s) will be automatically deducted from the Client's account.

6.3 The Client undertakes to pay interest to the Company on all overdue balances owed by the Client to the Company (including interest arising after a judgment debt is obtained against the Client and interest accrued "whenever there is a minus amount of a currency arising from transaction) at the standard interest rate as announced by the Company from time to time, and where such standard interest rate is not announced by the Company, at a rate equivalent to 3% per annum over the Company's cost of funds or over the prime lending rate of a Hong Kong bank at the relevant time ; whichever is higher, and such interest will be calculated and payable on the first day of next calendar month or at such time as the Company may determine.

PART 7 – SET OFF, TRANSFER OF FUNDS AND LIEN

7.1 The Client irrevocably authorises the Company or any of its affiliates to set off, retain and/or utilise the Client's funds, Futures / Options contracts, Commodities and other assets held with the Company to settle the margin requirements specified in Clause 5 of this Agreement, the commissions or expenses specified in Clause 6, and such other amounts as may be required under the terms of this Agreement. the Client shall fulfil all obligations and liabilities to the Company or any of its affiliates, and the Company shall be entitled, without notice to the Client, to determine the set-off or transfer of any sums or other assets between any accounts held in the name of the same Client. In respect of any sums payable by the Company to any of its affiliates to set off and discharge the Client's obligations owed to such affiliate, the Client acknowledges that the Company may, upon receipt of a request from such affiliate, immediately pay the full amount



without being under any obligation or liability to verify or confirm the existence of such obligation or the accuracy of the amount owed.

- 7.2** The Client shall not, without the Company's prior written consent, assign, transfer, mortgage, pledge, charge, or create or permit to subsist any lien, security interest, or other encumbrance of any nature over any rights, title, interest, or claims in respect of any investment products held by the Company on behalf of the Client.
- 7.3** The Client agrees that the Company shall have full and absolute rights and discretion under this Clause or this Agreement to determine when to exercise or enforce its rights and powers to sell, dispose of, allocate, liquidate, transfer, trade, deal, or close out any positions, and the Client shall have no right to claim against the Company for any losses arising from any such sale, disposal, allocation, liquidation, transfer, dealing, transaction, or close-out, however caused, and regardless of whether a better price or more favourable terms might have been obtained by deferring or accelerating such actions or otherwise.
- 7.4** The Client shall read with care upon signing of the Client Document the provisions in relation to Standing Authority as set out in Clause 11 and duly authorize the Company pursuant to the provisions thereof. Through this authorization, the Company may at discretion use the Client money.

PART 8 – DEFAULT EVENT

- 8.1** Any one of the following events shall constitute a default event ("Default event") :-
- 8.1.1** 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 ;
 - 8.1.2** 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 ;
 - 8.1.3** the Client is unable/rejects to settle or pay any outstanding sums, money or loss in any of the Client's Account opened with any Group Companies ;
 - 8.1.4** the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client ;
 - 8.1.5** the death of the Client (being an individual) or the Client is judicially declared insane or incompetent ;
 - 8.1.6** detainment or other legal process against the Client ;
 - 8.1.7** any representations or warranty made by the Client to the Company in this Agreement or in any document being or becoming incorrect or misleading ;
 - 8.1.8** 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
 - 8.1.9** or where the Company reasonably considers that the Client's financial position, open positions or conduct are such as to prejudice the interests of the Company or other Clients.
- 8.2** In the event of any of the above defaults, without prejudice to the Company's other rights or its right to seek compensation from the Client, and without the need to give further notice to the Client, the Company shall be entitled to take any one or more of the following actions :-
- 8.2.1** immediately close the Account and terminate some or all of the services provided under this Agreement or any supplementary agreements entered into between the Client and the Company from time to time ;



- 8.2.2** freeze the account or prohibit the opening of new positions ; or terminate the provision of all or any part of the services under this Agreement or any supplementary agreements entered into between the Client and the Company from time to time ;
- 8.2.3** cancel any or all outstanding orders or Futures / Options Contracts made on behalf of the Client, so as to liquidate the Client's account ;
- 8.2.4** in the case of open positions remaining in the Client's account, close out all open positions, so as to liquidate the Client's account ;
- 8.2.5** set off, consolidate or combine any accounts, or set off any obligations owed by the Company to the Client under this Agreement against any obligations owed by the Client to the Company under this Agreement ;
- 8.2.6** enforce any lien or dispose of any collateral held by the Company on behalf of the Client ;
- 8.2.7** take or refrain from taking any action, or do or refrain from doing any act, matter, or thing as the Company considers appropriate.

PART 9 – CLOSE OUT

- 9.1** The Client acknowledges that the Company is bound by the Rules of the Exchange and other Regulatory Authorities. These rules empower the Exchange to take necessary actions to limit positions or mandate the closing of Contracts for Clients who, in the Exchange's opinion, are accumulating positions that may be detrimental to specific markets or could adversely affect the fair and orderly operation of any market. Consequently, the Company reserves the right to close all or any of the open positions in the Client's account in accordance with the Rules of the Exchange and other Regulatory Authorities. All profits or losses resulting from such actions shall be borne by the Client.
- 9.2** The Company may, without your consent, close all or any of your positions if the Company is of the opinion that there has been a change or development involving a prospective change in the national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of the Company likely to result in a material or adverse fluctuation in the stock market, Commodities or Futures market in Hong Kong and/or overseas or which is or may be of a material adverse nature affecting your condition or operation. All profits or losses as a result thereof shall be borne by the Client.
- 9.3** In the event of a default of contract, failure to top up the margin required by the Company, a request by the Exchange or Clearing House to close out positions, or where the Company deems it necessary for risk management purposes, the Company may close out all or part of the Client's open contracts without prior notice to the Client or, where practicable, by notifying the Client as soon as possible. The order, timing and manner of such closure shall be determined by the Company in accordance with reasonable commercial judgement.

PART 10 – FOREIGN CURRENCY TRANSACTIONS

- 10.1** Where a Client instructs the Company to enter into a contract on their behalf on an Exchange or other market, any margin, commission or other charges payable initially or subsequently must be recorded and paid in the settlement currency specified in that contract. Where transactions, margin, settlement or refunds involve foreign currencies, the Company may convert such amounts at an exchange rate determined at its reasonable discretion or at a rate available in the market. Any gains, losses, costs or shortfalls arising from exchange rate fluctuations, currency conversion costs, bank charges or settlement time differences shall be borne by the Client.
- 10.2** If a Client engages in foreign currency transactions, then (i) where the Company specifies a discount in respect of margin set off for such foreign currency, the Company shall from time to time publish such discount via Company announcements



or on the Company's website ; (ii) the Client shall bear the full responsibility for any losses, gains and risks arising from exchange rate fluctuations ; and (iii) the Client may instruct the Company, by telephone or by any other means agreed between the Client and the Company, to convert funds in the account between the original currency and the foreign currency ; (iv) for the purpose of managing the risks associated with the Client's foreign currency transactions, the Company may carry out such conversions at exchange rates determined at its reasonable discretion or at rates available in the market ; The Company reserves the absolute discretion, without prior notice to the Client, to convert any currency in the Client's Account into the relevant settlement currency from time to time to offset any negative foreign currency balances arising from the Client's foreign exchange transactions ; any related exchange gains or losses, fees and shortfalls shall be borne by the Client. Where currency conversion is involved, the execution of such conversion shall be recorded in the Client's Statement ; the amount, currency and exchange rate of the conversion shall be as recorded in the Client's Statement.

PART 11 – CLIENT MONEY AND STANDING AUTHORITY

11.1 The receipt, holding and accrued interest in Client Money : All money, securities or other property received by the Company from the Client or from any other person (including a Clearing House) in connection with the Client's Account shall be held by the Company as an agent. Subject to compliance with the applicable regulatory and compliance rules, the Company shall be entitled to deposit or transfer any money held in the account(s) or received on behalf of the Client into or between one or more segregated accounts maintained by the Company or any other member of the Group in Hong Kong or elsewhere and each such segregated account shall be designated as a Trust Account or the Client Account and shall be maintained with one or more recognized financial institutions and/or the SFC as a trustee institution and/or such other person or persons as may be approved by the SFC for the purposes of Rule 4 of the Client Money Rules and/or any other person or persons overseas (subject to the applicable regulatory and compliance rules). Unless otherwise agreed, the Client understands that the Client will not be entitled to any interest accrued and the Company may enjoy and retain any and all interest derived from the Client's monies in respect of monies (including margin) held in any account or held by the Company on behalf of the Client.

11.2 Client Money Standing Authority

11.2.1 The Client Money Standing Authority covers money (including any interest arising from the money held by but not belonging to the Company) received or held by the Company for the Client in Hong Kong and deposited in one or more segregated bank accounts ("Segregated Accounts") (hereinafter referred to as "Monies").

11.2.2 The Client authorizes the Company to :-

- a/ combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company or any of the Company's Group Companies and the Company may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to the Company or any of the Company's Group Companies, whether such obligations and liabilities are actual, contingent primary or collateral, secured or unsecured, joint or several ; or
- b/ transfer any sum of money to the Futures / Options trading / clearing / settlement accounts held by the Company with any broker and/or clearing broker (in Hong Kong or overseas) for the purposes of trading in Futures / Options product and on behalf of the Client ;
- c/ transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time with the Company or any of the Company's Group Companies ;



- d/ Convert funds into any other currency for the purposes mentioned above (where applicable).
- 11.2.3** The Client Money Standing Authority is given without prejudice to other authorities or rights which the Company or any of the Company's associated entities may have in relation to dealing in Monies in the segregated accounts.
- 11.2.4** The Client Money Standing Authority shall be valid for a period of Twelve (12) months from the date of this Agreement, subject to renewal under the Client Money Rules or Client Securities Rules (as the case may be). For the avoidance of doubt, the Client may, at any time without the liability of the Company and any of the Group's members, revoke the application at any time during the validity period of the Authorization.
- 11.2.5** The Client Money Standing Authority may be revoked by giving the Company a 10 Working Days in advance, provided that the Client does not have any outstanding amount due against the Company or any of the Company's associated entities.
- 11.2.6** The Client understands that the Client Money Standing Authority may be deemed to be renewed on a continuing basis for 12 Months in the same terms and conditions as set out in this clause without the Client's written consent, if the Company issues the Client a written reminder at least 14 Days prior to the expiry date of the Client Money Standing Authority, and the Client does not object to such deemed renewal pursuant to Clause 11.2.5 herein before such expiry date. The Company will give the Client a confirmation of the renewal of the authorization within One Week after the expiration date of the authorization.

PART 12 – SALES SOLICITATION OR RECOMMENDATION

- 12.1** If the Company solicit the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to their financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this Clause.
- 12.2** The Client acknowledge and agree that, the Client retains full responsibility for all trading decisions in the Account and Company is responsible only for the execution, clearing, and carrying of transactions in the Account ; and the Company has no responsibilities or obligations regarding any conduct action, representation or statement of any officer, employee or agent of the Company, introducing firm, commodity trading advisor or other third party in connection with the Account or any transaction therein; that any advice or information by the Company, its officer, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and the Company shall be under no liability whatsoever in respect of such advice or information; and that Client shall, independently and without reliance on the Company or any of the aforesaid persons, make Client's own judgment and decision with respect to all trading decisions in the Account.
- 12.3** The Client acknowledges that the Company may need to collect and assess relevant information about the Client before providing solicitation or advisory services ; the Client also agrees to notify the Company as soon as possible in the event of any material changes to such information.

PART 13 – REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 13.1** The Client warrants and confirms that the information provided by the Client to the Company from time to time in connection with this Agreement and the related account application is Complete, Accurate and Up-to-Date. The Company may rely solely on the information previously provided by the Client until the Company has actually received such further information from the Client in writing or by other means acceptable to the Company and until the Company has received any updated information. Each Client and the Company undertake to notify the other immediately of any material changes



to the information on the Client's account opening documents and this Agreement. The Company shall not be liable for any loss arising from the Client's failure to fully and correctly disclose the up dated information to the Company.

- 13.2** The Client acknowledge and agree that, the Client retains full responsibility for all trading decisions in the Account and Company is responsible only for the execution, clearing, and carrying of transactions in the Account ; and the Company has no responsibilities or obligations regarding any conduct action, representation or statement of any officer, employee or agent of the Company, introducing broker, commodity trading advisor or other third party in connection with the Account or any transaction therein ; that any advice or information by the Company, its officer, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and the Company shall be under no liability whatsoever in respect of such advice or information ; and that Client shall, independently and without reliance on the Company or any of the aforesaid persons, make Client's own judgment and decision with respect to all trading decisions in the Account.
- 13.3** Where the Client or any one of the Client is a Corporation :-
- 13.3.1** that it is a corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying out business ;
 - 13.3.2** that this Agreement and the opening of any account with the Company have been validly authorized by the appropriate corporate action. This Agreement, once signed and/or sealed and delivered, shall be valid and legally binding on the Client in accordance with its own terms ;
 - 13.3.3** that the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instruments constituting or defining its constitution, as well as the corporate decision or board resolution delivered to the Company by the Client are true, accurate and still in force ; and
 - 13.3.4** that to the best of the knowledge of the Client, no steps have been taken or are being taken to appoint a receiver and/or manager, judicial manner or liquidator over, or to wind up the Client.
- 13.4** The Client represents that, unless he/she has previously disclosed in writing to the Company, he/she is not an officer or employee of any Exchange, Board of Trade, Clearing House, Bank or Trust Company, or an affiliate of any licensed or registered person under the Securities and Futures Ordinance, or an introducing broker, or an officer, partner, director or employee of any Securities or Futures broker or dealer.
- 13.5** The Client is the person ultimately responsible for originating the Instructions in relation to each Transaction in his/her Account and shall stand to gain the commercial or economic benefit of such Transaction and/or bear their commercial or economic risk, unless otherwise notified in writing by the Client to the Company, etc.
- 13.6** Where the Client conducts transactions in respect of its account (whether on a discretionary or non-discretionary basis, and whether acting as an agent or in its own capacity, or entering into hedging transactions with its clients as a counterparty), the Client hereby agrees to comply with the following terms in the event that the Company receives an enquiry from the HKFE and/or the SFC, or any Exchange, government or regulatory authority in any other jurisdiction (the **"Relevant Regulatory Authorities"**) regarding such transactions :-
- 13.6.1** Subject to the following provisions, the Client must, upon the Company's request (which shall include the contact details of the relevant regulatory authority), immediately notify the relevant regulatory authority of the identity, address, occupation and contact details of the Client to whom the account in which the transaction was conducted belongs and, to the best of the Client's knowledge, the identity, address, occupation and contact details of the ultimate beneficiary of that transaction. The Client must also notify the relevant regulatory authority

of the identity, address, occupation and contact details of any Third Party who initiated the transaction (if different from the Client or the ultimate beneficial owner) ;

13.6.2 Where a Client is conducting a transaction on behalf of a collective investment scheme, a discretionary account or a discretionary trust, the Client must, upon the Company's request (which shall include the relevant contact details of the relevant regulatory authority), immediately provide the SFC with the identity, address and detailed contact details of such scheme, account or trust; and (where applicable) provide the identity, address and detailed contact details of the person acting on behalf of such scheme, account or trust in giving trading instructions to the Client ;

13.6.3 Where the Client is conducting transactions on behalf of a collective investment scheme, a discretionary account or a discretionary trust, the Client must notify the Company as soon as practicable if the client's authority to act on behalf of such scheme, account or trust in making investment decisions has been revoked. Even where the Client's authority to invest on their behalf has been revoked, the Client must, upon the Company's request (which may include the relevant contact details of the relevant regulatory authority), immediately provide the relevant regulatory authority with the identity, address and detailed contact details of the person or persons who previously issued the relevant trading instructions to the Client.

13.7 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 affected, the Client confirms that :-

13.7.1 It has arrangements in place with its client which entitle the Client to obtain the information set out in Clauses 13.6 of this Agreement from its client immediately upon request or procure that it be so obtained ; and

13.7.2 It will, on request from the Company in relation to a transaction, promptly request the information set out in Clauses 13.6.1 and 13.6.3 from the client on whose Instructions the transactions was effected, and provide the information to SFC as soon as received from its client or procure that it be so provided.

13.8 The Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretion ay accounts or discretionary trusts for whose account transactions may be effected to release information to SFC 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 of the person(s) who originated the transactions (if different from the client/ultimate beneficiary).

13.9 This provision shall continue to take effect notwithstanding the termination of this Agreement.

PART 14 – LIABILITIES AND INDEMNITIES

14.1 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 will fill 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 :-

14.1.1 any exercise, non-exercise or delay from the Company of any or all of the rights given to the Company by the terms of this Agreement ;

14.1.2 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 ;



- 14.1.3** in accordance with, based on or because of this Agreement convert a currency into another currency ;
 - 14.1.4** the Company failing to perform its obligations hereunder by reason of any cause beyond its control, including but not limited to 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 facilities, 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 ;
 - 14.1.5** any Exchange, Clearing House, Correspondent Agent or other person ceasing for any reason to recognize the existence or validity of transactions entered into 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 ;
 - 14.1.6** on any day that is a trading day but not a business day, the Company's operational resources may be subject to certain limitations, and in such circumstances, the Company shall have full discretion to determine whether to provide services, provide them on a limited basis, or not provide any services at all.
- 14.2** Without limiting the generality of neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise), including but not limited to, for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any inconvenience, delay or loss of use of the E-Services or any delay or alleged delay in acting or arty failure to act on any instruction given by the Client to the Company, even if the Company has been advised of the possibility of such losses or damages.
- 14.3** The Client undertakes to indemnify and keep indemnified the Company in respect of any costs, claims, demands, damages and expenses whatsoever which may be reasonably suffered or incurred by the Company directly or indirectly, including but not limited to, arising out of or in connection with any transaction entered into by the Company as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by the Company in accordance with the terms of this Agreement or pursuant to any Client's instruction or communication. The Client also agrees to pay promptly to the Company all damages, costs and expenses (including legal expenses on a full indemnity basis) incurred by the Company in the enforcement of any of the provisions of this Agreement.
- 14.4** The Client undertakes to indemnify the Company and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder, including but limited to any costs reasonably and necessarily incurred by the Company in collecting any debts due to the Company or in connection with the closure of the Account(s).

PART 15 – NOTICES, REPORTS, CONFIRMATIONS AND STATEMENTS

- 15.1** All notices, reports, statements, confirmations and other notices shall be given to the Client in writing, by electronic mail, online notice, SMS or other electronic means as agreed with the Client, and the same may be delivered to the Client by mail, fax or email, if addressed to the Client, to the address, fax number or email address as set out in the Client Information Form, or such other address, fax number, email or other correspondence address as the Client may notify the Company in writing, or, if addressed to the Company, to the registered address selected and notified to the Client by the Company from time to time.
- 15.1.1** In writing : the Company shall provide the Client with written transaction statements, reports and all sorts of notifications by hand delivery, mail, fax, email, etc. ;
 - 15.1.2** Through online notification : The Client may log on to an online trading system by entering his user name and password and review statements, reports and other notifications.



- 15.2** All such notices, reports, statements, confirmations and other communications shall be deemed to have been duly served :-
- 15.2.1** By hand delivery or delivery by e-mail, SMS or other electronic means agreed upon with the Client, shall deem to have been duly served at the time of delivery or transmission ; or
 - 15.2.2** Two (2) Business Days after the date of posting, if sent by local mail ; or
 - 15.2.3** Five (5) Business Days after the date of posting, if sent by overseas mail.
- 15.3** The Client acknowledges that all notices, transaction confirmations, reports and statements will be deemed to be correct if no objection is raised within 48 hours after the proper delivery.

PART 16 – AMENDMENT AND ASSIGNMENT

- 16.1** The Company may amend this Agreement to the extent permitted by applicable laws and regulatory requirements. In the event of any amendment that materially affects the Client’s rights or obligations, the Company shall give the Client prior notice in writing or electronically, specifying the effective date.
- 16.2** The Company may assign, transfer or delegate its rights and obligations under this Agreement, subject to applicable laws and regulatory approvals, provided that such arrangements do not unreasonably prejudice the Client’s existing rights.
- 16.3** In the event that the Company consolidates, amalgamates, recognizes or transfers its business to another entity (including within the Group), the Company may assign any of the rights and obligations under this Agreement and/or any transaction(s) contemplated hereunder to such entity The Company shall give Client notice which will specify a date upon which the assignment will become effective. This date will be at least ten (10) days after the date of the notice. Such assignment will have the effect of creating a novated agreement between Client and the entity to which such rights or obligations are assigned. Therefore, in such event, Client hereby consents for any such assignment by the Company in the future and undertakes to execute such document(s) as reasonably required by the Company for or in connection with any such assignment.
- 16.4** The Client shall not assign, delegate, sub-contract, transfer or otherwise dispose of any right or obligation under this Agreement or any transaction contemplated here under to any person without the Company’s previous written consent.

PART 17 – OMNIBUS ACCOUNT

- 17** The Client agrees that if the Client declares any account to be an omnibus account, the following provisions of this clause, the relevant provisions of the Code of Conduct and the rules for omnibus accounts as determined by the HKFE shall apply :-
- 17.1** If the Client uses an omnibus account, they must provide the Company with the end-client information, transaction records and other documents required by the Company and the relevant regulatory authorities, and ensure that they have obtained the necessary authorisation from downstream clients or relevant parties.
- 17.2** The Client shall keep the Company informed regarding its financial standing and shall immediately report to the Company any information that indicates that it is insolvent or threatened with insolvency or guilty of any irregularities or practices affecting the good name of the HKFE.
- 17.3** In the case where the Client is not an HKFE Participant :-
- 17.3.1** the Client shall in its dealings with the person(s) from whom it receives instructions with respect to the Account, comply with and enforce the margin and variation adjustment requirements and procedures as stipulated in the Rules and the Clearing House Rules as though it were an Exchange Participant and as though the person(s) for whose account or benefit such instructions are given were Clients as defined in the Rules ;

- 17.3.2** the Client shall cause Exchange Contracts to be entered into in fulfilment of instructions with respect to the Omnibus Account, so that there shall in no circumstances be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations of commodities under the laws of Hong Kong or any other applicable jurisdiction or in a manner which constitutes or involves betting, wagering gaming or gambling with respect to such items in contravention of Hong Kong law or any other applicable laws ;
- 17.3.3** the Client shall impose the requirements of sub-clauses 17.3.1, 17.3.2 and this sub-clause upon, and ensure that they are complied with by, the person(s) from whom it receives instructions including ensuring that such persons comply with the margin and variation adjustment requirements as stipulated in the Rules and the Clearing House Rules, with the result that, as between the Exchange and the Company, the Company shall be responsible for ensuring that such requirements are complied with by all persons through whom instructions pass with respect to the Omnibus Account as if each in turn was the Client for whom the Omnibus Account was operated.
- 17.4** The Company will require the Client to disclose the details of persons who are ultimately beneficially interested in the Omnibus Account and those persons or entities who are ultimately responsible for originating the instruction in relation to a transaction or such other information as the Exchange or Commission may require from time to time. The Client acknowledges that in the event that it fails to comply with this disclosure requirement, the Executive Director may require the Company to close out any or all of the open positions held by the Company on behalf of the Client or request the Clearing House to effect such closing out on behalf of the Company, or the Executive Director may impose such margin surcharge on any or all of the positions held by the Company on behalf of the Client as the Executive Director thinks fit.
- 17.5** The Client hereby agrees to submit to the supervision of the Company to the same degree of supervision as if the Company were the Exchange and the Client were an Exchange Participant and to supply all information and do all acts to enable and facilitate the Company to comply with all the requirements of the relevant Exchanges and Clearing Houses for the operation of the Omnibus Account by the Company.
- 17.6** For the avoidance of doubt, the Client shall maintain separate margin requirements for each of its clients and in no case may it offset or net any of its clients' positions against those of another client for margin purposes.
- 17.7** The Client hereby agrees to immediately notify the Company in writing when the Account ceases to be an Omnibus Account ; such cessation shall not affect any liability whatsoever of the Client to the Company under this Agreement prior to the receipt by the Company of the written notice of such cessation.

PART 18 – JOINT CLIENT

- 18.1** Where the Client comprises two or more individuals :-
- 18.1.1** unless otherwise arranged, the Account shall be owned by the individuals as joint tenants with the right of survivorship and each such individual shall be jointly and severally liable for obligations under this Agreement ;
- 18.1.2** 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 individuals. The Company reserves the right to require written Instructions from all such individuals as its discretion ;
- 18.1.3** any payments made 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 payment is made before or after the death of any one of more of such individuals ;



18.1.4 any notices and communications sent to one such individual shall be deemed notice to all individuals holding the Account ;

18.1.5 subject to the provisions of Estate Duty Ordinance (Cap. 111), on the death of any such individual (being survived by any other such individual), this Agreement shall not be terminated and the interest in the Account of the deceased shall thereupon vest in and ensure for the benefit of the survivor(s) (and , in the case of the death of all individuals, to the legal representative(s) of the last survivor on production of a Grant of Probate or Letter of Administration in respect of that last survivor) provided that any liabilities incurred by the deceased individual 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.

18.2 This Agreement shall be binding on the Client's heirs, executors, administrators, successors, personal representatives and assigns as the case may be.

PART 19 – CONFLICT OF INTEREST

19.1 The Client consents that, without prior notice from the Company, when the Company executes sell or buy orders on behalf of the Client, on the Exchange or any other Exchange or market anywhere in the world, the Company, its directors, officers, employees, agents, and/or any floor broker may buy or sell for an account in which such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the constitution, rules, regulations, usages, rulings, and interpretations then in force of the Exchange or other Exchange or market upon which such buy or sell order are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by the Exchange or other Exchange market.

19.2 The Client acknowledges that, subject to the provisions of the Securities and Futures Ordinance and any applicable laws, the Company may take the opposite position to the Client's order in relation to any exchange traded Futures and Options Contract(s), whether on the Company's own account or for the account of any Affiliates or other Clients of the Company provided that the trading is executed competitively on or through the facilities of the Exchange in accordance with the Rules, Regulations and Procedures of the Exchange or the facilities of any other commodity, Futures or Options Exchange in accordance with the rules and regulations of such other Exchange.

PART 20 – OTHER UNDERTAKINGS

20.1 Each of the Client and the Company covenants to notify each other forthwith of any material changes in the information provided in the Client Account Opening Documents.

20.1.1 the Company shall notify the Client of such significant changes as the Company may have in its business operation and as may affect the services provided to the Client by the Company ;

20.1.2 The Client shall notify the Company of any changes relating to its name and address and provide proofs of such changes in accordance with the proper requirements from the Company.

20.2 The Client acknowledges every HKFE Contract shall be subject to the charge of a Compensation Fund levy and a levy pursuant to the Ordinance, the cost of both of which shall be borne by the Client.

20.3 The Client acknowledges in the event that the Client suffers pecuniary loss by reason of default committed by the Company the liability of the Compensation Fund will be restricted to valid claims as provided for in the Ordinance and will be subject to the monetary limits specified in the 《Securities and Futures (Investor Compensation - Compensation Limits) Rules》 and accordingly there can be no assurance that any pecuniary loss sustained by the Client by reason of such a default will necessarily be recouped from the Compensation Fund in full, in part or at all.



- 20.4** The Client agrees to provide such information as required by the Company as necessary for the Company to conform to the rules, regulations, procedures and ordinance of each Exchange and the HKFE or other regulating authorities.
- 20.5** The Client agrees Clearing House to take all necessary actions to transfer any open positions held by the Company on behalf of the Client and any money and securities standing to the credit of the Client's account with the Company to another Exchange Participant in the event the rights of the Company as an Exchange Participant of HKFE are suspended or revoked.
- 20.6** Balances, securities or other finances held by the Company on behalf of the Client in a trust or segregated account will not become part of the assets of the Company in the event that the Company is being wound up and will be released to the Client immediately upon the appointment of a provisional liquidator or similar officer over the Company's business and property.
- 20.7** Any monies, approved debt securities or approved securities received by the Company from the Client or from any other person (including the Clearing House) are held in the manner specified under paragraphs 7 to 12 of Appendix 3 to the Code of Conduct and the Client authorizes the Company to apply such monies, approved debt securities or approved securities in the manner specified in paragraphs 14 to 15 of Appendix 3 to the Code of Conduct and, in particular, the Company may apply such monies, approved debt securities or approved securities in or towards meeting the Company's obligations to any party insofar as such obligations arise in connection with or incidental to the business of dealing in Futures Contracts and/or Options Contracts transacted on the Client's behalf.
- 20.8** The Client acknowledges that its rights to assets held in any omnibus account maintained by the Company with a clearing house may depend on the Company's ability to discharge its obligations to such clearing house, which in turn may depend on whether the Company's other clients have fulfilled their obligations to the Company, notwithstanding that the Client itself has not breached its obligations; and further acknowledges that, in respect of any account maintained by the Company with any clearing house, whether or not such account is maintained wholly or partly for transactions in Futures Contracts and/or Options Contracts on behalf of the Client and whether or not monies, approved debt securities or approved securities paid or deposited by the Client have been paid to or deposited with the clearing house, such account is an account between the Company and the clearing house in which the Company acts as principal, and accordingly no such account is subject to any trust or other equitable interest in favour of the Client, and all such monies, approved debt securities and approved securities paid to or deposited with the clearing house are not subject to the trust referred to in Clause 20.6 above.
- 20.9** The Company has the sole discretion to select one or more execution / settlement agents and to open and maintain one or more accounts with such execution / settlement agents from time to time for the purpose of executing or settling transactions on behalf of Clients ; unless the Company expressly states otherwise to the Client, such accounts shall be opened and maintained as omnibus accounts. Whether a Client is entitled to rights in respect of the Company's assets held in such accounts may depend on whether the Company, the Company's other Clients, the executing or clearing agent or its agents, and other Clients of the executing or clearing agent or other agents are able to fulfil their obligations to their counterparties, notwithstanding that the Client has not breached its obligations to the Company.
- 20.10** In the event of default by an execution or clearing agent holding the Client's assets, the Company's liability shall be limited to the net amount recovered by the Company from such execution or clearing agent in respect of those Client assets. Save for such recovered amounts, the Company shall have no liability to pay or deliver any further sums, assets or items. Accordingly, the Company shall not be liable for any shortfall. Neither the client nor any other person may take any further action against the Company to recover such shortfall. In this clause, the term "shortfall" refers to the difference between the value of the client's assets held by the execution or clearing agent and the amount received by the Company.



- 20.11** The Client acknowledges the Company as a participant of HKFE and other markets is subject to the rules thereof. Please refer to "Terms of Hong Kong Futures Exchanges" in Appendix V for part of the rules.
- 20.12** Where the Client is an intermediary specified in Subsection 18 (3) of Part 2, Sub-Part 4 of Schedule 2 to the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (excluding Section 18(3)(b)) and operates and manages an Account on behalf of one or more of its Clients (whether on a discretionary or non-discretionary basis) or in connection with one or more transactions involving one or more Clients, the client (referred to in this Clause 20.12 as the "Intermediary") undertakes the following :-
- 20.12.1** The Intermediary confirms that it is a Specified Intermediary ;
 - 20.12.2** In respect of each of the Intermediary's Clients (the account being operated and managed on behalf of such client(s) or in connection with one or more transactions with such client(s)), the Intermediary agrees to act as the Company's agent in carrying out the client due diligence measures set out in the Anti-Money Laundering Regulations and the applicable regulatory requirements issued by the SFC from time to time. Furthermore, unless the Company otherwise agrees in writing, the Intermediary shall carry out all the aforementioned customer due diligence measures on behalf of the Company ;
 - 20.12.3** The Intermediary shall, upon request, provide the Company without delay with copies of any documents obtained by the Intermediary whilst carrying out the aforementioned customer due diligence measures on behalf of the Company, or records of any data or information obtained ;
 - 20.12.4** In respect of each transaction executed for the Account, if the Company makes a request within a period of Six (6) Years from the date of completion of such transaction regardless of whether any relevant business relationship (as defined in Section 1 of Part 1 of Schedule 2 to the Anti-Money Laundering Ordinance (1) of the Anti-Money Laundering Ordinance) or within such longer period as may from time to time be prescribed by the SFC and notified to the Intermediary by the Company, the Intermediary shall, upon receipt of such a request, provide the Company as soon as reasonably practicable with copies of any documents obtained by the Intermediary in the course of carrying out the aforementioned customer due diligence measures on behalf of the Company, or records of any data or information obtained ;
 - 20.12.5** In respect of each Client of the Intermediary (whose Account is held on behalf of such Client(s) or is operated and managed for the purpose of one or more transactions with such Client(s)), if the Company makes a request (i) during the period in which the business relationship with such client continues or within Six (6) Years following the date of termination of the relevant business relationship, or (ii) within such longer period as may from time to time be prescribed by the SFC and of which the Company has notified the Intermediary, the Intermediary shall, upon receipt of such request, provide the Company as soon as reasonably practicable with copies of any documents obtained by the Intermediary whilst carrying out the aforementioned customer due diligence measures on behalf of the Company, or records of any data or information obtained ;
 - 20.12.6** In respect of every transaction executed for an Account or in respect of each of the Intermediary's Clients (where the Account represents such Client(s) or is operated and managed for the purpose of one or more transactions with them), the Intermediary shall, for as long as the business relationship with any such Client remains in force (notwithstanding the termination of any other business relationship with such Clients) and for a period of Six (6) Years from the date of termination of the relevant business relationship or the last relevant business relationship (if there is more than one client). If the SFC prescribes a longer period, all such documents, records, data and information must be retained by the Intermediary for such longer period as may from time to time be

notified to the Intermediary by the Company. Furthermore, the Intermediary must retain all such documents, records, data and information in accordance with the Anti-Money Laundering Regulations ;

- 20.12.7** If the Intermediary ceases trading or does not wish to continue acting as the Company's Intermediary to carry out the aforementioned customer due diligence measures on the Company's behalf, the Intermediary shall give the Company Sixty (60) Days' prior written notice and shall, without delay, provide the Company with all documents, records, data and information referred to in the preceding paragraphs of this Clause 20.12 ;
- 20.12.8** If the Company terminates its appointment of the Intermediary to carry out the aforementioned customer due diligence measures on behalf of the Company in respect of one or more of the Intermediary's Clients, the Intermediary shall immediately provide the Company with all documents, records, data and information referred to in the preceding paragraphs of this Clause 20.12 and relating to such client(s) ;
- 20.12.9** In addition to complying with the provisions of the Anti-Money Laundering Regulations and the regulatory requirements issued by the SFC, the Intermediary shall also comply with any other legal or regulatory requirements relating to the Intermediary's performance of the aforementioned customer due diligence measures on behalf of the Company and/or the retention of any documents, records, data and/or information referred to in the preceding paragraphs of this Clause 20.12 ;
- 20.12.10** If there is any provision in the Anti-Money Laundering Regulations or in the regulatory requirements issued by the SFC from time to time regarding the Intermediary's performance on behalf of the Company of the aforementioned customer due diligence measures and/ or any documents, records, data and/or information referred to in the preceding paragraphs of this Clause 20.12 and/or the retention of any such documents, records, data and/or information are not expressly incorporated into this Agreement, such provisions shall be incorporated into this Agreement by reference and shall prevail over the other provisions of this Clause 20.12. Notwithstanding anything in this Agreement or any other document, the Intermediary shall comply with all legal and regulatory requirements (and amendments thereto from time to time) relating to the performance of the aforementioned customer due diligence measures on behalf of the Company (including, without limitation, relevant record-keeping requirements), provided that the foregoing shall not in any way affect any liability of the Company referred to in Sub-section 18 (2) of Part 2, Sub-Part 4 of Schedule 2 to the Anti-Money Laundering Ordinance ; and
- 20.12.11** For the purposes of this Clause 20.12, (i) any term not otherwise defined shall have the meaning ascribed to it in the Anti-Money Laundering Ordinance or in the applicable regulatory requirements issued by the SFC from time to time, unless the context otherwise requires ; and (ii) the regulatory requirements issued by the SFC from time to time include (but are not limited to) the requirements set out in the Guidelines on Combating Money Laundering and Terrorist Financing.

20.13 Without prejudice to Clause 20.12 above, the Company shall, in its sole discretion, take or refrain from taking any action it deems appropriate to comply with applicable laws and compliance rules ("Compliance Actions"), including the prevention of money laundering, terrorist financing or other criminal activities, or the prevention of the provision of financial and other services to any person or entity that may be subject to sanctions (each such person or entity being referred to as a "Sanctioned Party"). Such Compliance Actions may include, but are not limited to :-

- 20.13.1** rejecting an application or refusing to process or execute any transaction contemplated under this Agreement, or refusing to make any payment in respect of any transaction contemplated under this Agreement, on the grounds of or as a result of Compliance Actions, or if any person or entity involved in any relevant transaction is a Sanctioned Party ;



- 20.13.2** (where the Company becomes aware that any payment made to the Client or at the Client's request breaches compliance rules) immediately recover such sums from the Client, notwithstanding any contrary agreement entered into with the Client ;
- 20.13.3** intercept and investigate any payment information and other information or communications sent to the Client or sent by the Client or sent on behalf of the Client via the Company's systems ;
- 20.13.4** to investigate further whether the name of a potentially sanctioned party is in fact that of the sanctioned party. The Company shall not be liable for any loss (whether direct, indirect or consequential, including but not limited to loss of profit or loss of interest) or damage incurred by the Client or any party arising from the following :-
- a) any delay or failure on the part of the Company to perform, in whole or in part, arising from any compliance action in connection with the processing of any payment information or other information or communications, or any request from the Client, or in the performance of its duties or other obligations relating to any transaction ;
 - b) the Company's exercise of its rights under this section or any action taken or not taken by the Company pursuant to this Clause. In this Clause :-
- "Applicable Law" means the legal provisions of any place or jurisdiction in which the Company operates, or such legal provisions as are applicable to the Company ;
- "Compliance Rules" means all regulations, sanctions regimes, international guidelines, procedures or rules of the relevant regulatory authorities or industry bodies applicable to the Company.

PART 21 – CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

- 21.1** No Third Party other than Group Members and their respective officers, employees or agents ("Eligible Third Parties") shall be entitled to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong). Notwithstanding anything to the contrary in this Agreement or the Contracts (Rights of Third Parties) Ordinance :-
- 21.1.1** the parties to this Agreement may terminate, rescind or agree to any amendment, waiver or settlement under this Agreement without the consent of any Eligible Third Party ; and
 - 21.1.2** no Eligible Third Party that is not a party to this Agreement may enforce any rights under this Clause without first obtaining the prior written consent of the relevant Licensed Company within the Group or the Company that is a party to this Agreement.

PART 22 – TERMINATION

- 21.1** Either party to this Agreement may give the other party not less than Three (3) Business Days' prior notice of termination of the Agreement at any time. Should the Client give notice of termination to the Company, the Agreement may only be terminated upon the Client confirming to the Company that all contracts have been closed out or settled and/or that the relevant deliveries have been completed and all such obligations have been fully discharged, and provided that there is no balance in the Account and/or that the balance is returned after deduction of all amounts due and the retention of reasonable reserves, and the Client has signed the "Account Closure Confirmation".
- 21.2** If Three (3) Years have passed since the date on which the latest transaction was completed, the Company may in its sole discretion notify the Client in writing for termination of this Agreement.
- 21.3** The termination of this Agreement shall not affect any warranties, representations, undertakings and indemnities given by the Client under this Agreement all of which survive such termination.



PART 23 – GOVERNING LAW

- 22.1** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Client irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts.
- 22.2** The Client hereby agrees that this Agreement and all the ancillary terms herein shall be binding upon the Client and the Client's heirs, estate, executors, representatives, successors and assignees. All actions taken by the Company in accordance with such laws, rules and regulations shall be binding on the Client. The trading in the Futures / Options Contracts by the Client does not and will not violate any law, rules or regulations to which the Client is subject or bound.
- 22.3** If any term hereof is inconsistent with any present or future law : rules or regulations of the SFC or any authority having jurisdiction over the subject matter of this Agreement such inconsistent term 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.

Last Updated : April 2026



APPENDIX I - INSTRUCTIONS FOR ELECTRONIC SERVICES

This Instructions for Electronic Services supplements the Client Agreement entered into between the Company and the Client, pursuant to which the Company agrees to provide the Client with electronic services enabling the Client to issue electronic instructions and obtain quotes and other information via the electronic trading facilities provided by the Company (including, but not limited to, accessing the Company's trading system terminals via computers, mobile phones and other mobile devices) ("Electronic Services"). In the event of any conflict between the terms of the Client Agreement and these Electronic Services Terms, the latter shall prevail.

PART 1 – DEFINITION

- 1.1** Terms defined in this Instructions for Electronic Services shall have the same meaning as in the Client's Agreement unless stated otherwise.
- 1.2** The following expressions shall, unless the context otherwise requires, have the following meanings :-
- 1.2.1** "Trade Account" means the username for identification of Client, used in conjunction with the Password, to gain access to the E-services ;
 - 1.2.2** "Information" means any information, bid and ask prices, news reports, third party reports, research and any other information that relate to any trade or market ;
 - 1.2.3** "Password" means the Client's password, used in conjunction with the Login, to gain access to the E-Services.
- 1.3** The term "Client Instructions" as used in the Client Agreement shall be deemed to include electronic instructions issued via the Electronic Services. Where such electronic instructions are issued by a person authorised by the Client, the provisions of this Appendix 1 shall be equally binding on such authorised person, save for those provisions which, by virtue of regulatory requirements or a reasonable interpretation, apply solely to the Client.

PART 2 – USE OF E-SERVICES

- 2.1** Upon issuing of the Login and Password by the Company to the Client, the E-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 deposit prior to execution of any instructions as informed by the Company from time to time.
- 2.3** The Client agrees :-
- 2.3.1** that the Client shall use the E-Services only in accordance with this Instructions of Electronic Services, the Client Agreement and the instructions and procedures as set out in the Company's Instruction Manual (if any) which is provided to the Client from time to time ;
 - 2.3.2** that the Client shall be the only authorized user of the E-Services, the Client shall not authorize any Third Party to gain access to the E-Services to unless the Client has made a disclosure to the Company in respect of such authorization as required by this Agreement ;
 - 2.3.3** that the Client shall be responsible for using and safekeeping Trade Account and Password ;
 - 2.3.4** that the Client shall be wholly and solely responsible for all instructions placed with the use of the Trade Account and Password, and any instructions the Company received shall be regarded as placed by the Client at the time and by means of the Company received ;
 - 2.3.5** that the Client shall immediately inform the Company if the Client becomes aware of any loss, theft or unauthorized use of the Client's Trade Account or Password ;



- 2.3.6** that if Trade Account and Password are entered incorrectly Five (5) Times or above, the Company is entitled to suspend the E-Services ;
 - 2.3.7** that the Client shall designate an email address with the Company, and notify the Company of any change in the Client's designated email address ; and receive electronic communications of the Company through the designated email address ;
 - 2.3.8** that the Company has discretion to restrict the type and price range of instructions that can be placed via E-Services ;
 - 2.3.9** to pay to the Company all the subscription fees, service fees and user fees incurred from the provision of the E-Services by the Company, and authorize the company to debit the same from Client's Account ;
 - 2.3.10** that the Client shall be bound by any notification to the Company and that the Company will only distribute by E-Services any notification, statement, trade confirmation and other communication ; and
 - 2.3.11** that the Client shall log off the E-Service system immediately after the completion of each transaction period for the security of the Client's E-services Account and to prevent leakage of account information.
- 2.4** Following placing instructions via E-Services, the Client shall verify if the instructions placed are correctly accepted by the Company.
- 2.5** Without prejudice to the above principle, the Client agrees and acknowledges that once an instruction is placed via E-Services, it may not be altered or cancelled, and the instruction can only be altered or cancelled if the instruction is not executed by the Company. Under such circumstances, the Company will try to alter or cancel the instruction. However, even though the Company may have confirmed such alteration or cancellation of the instruction, the Company does not guarantee that such alteration or cancellation will take effect. If such alteration or cancellation does not take effect, the Client is still responsible for the original instructions placed via E-Services.
- 2.6** The Company provides the Client with means other than E-Services to place instructions. Client may call the dealing desk to place instructions. If the Client encounters difficulty when using E-Services, the Client can contact the Company through other means (such as telephone) and inform the Company of the difficulty encountered.
- 2.7** Client agrees that trading confirmation, statement, notice and communication will only be delivered via E-Services ; and such consent is indicated in the Client Information Sheet. Notice and communication sent via E-Services will be deemed as appropriately delivered when sent out.

PART 3 – PROVISION OF INFORMATION

- 3.1** The Company may provide information to Clients via Electronic Services. The Client is fully aware that such information services may originate from Exchanges, markets and other Third Parties transmitting information (collectively referred to as “Information Providers”) and that fees may be charged by such Information Providers. Where such information services are fee-based, the Client agrees that, should the Client subscribe to such information services through the Company, the Company shall collect such subscription fees and/or any other reasonable fees as may be separately specified by the Company on the Client's behalf.
- 3.2** The information is the property of the Company, Information Providers and other persons and is protected by copyright. The Client shall :-
- 3.2.1** not upload, post reproduce or distribute any information, software or other information protected by copyright or other intellectual property rights (as well as rights of publicity and privacy) without obtaining the prior permission of the owner of such rights ;



3.2.2 not use the information or any part thereof other than for its own use or in the ordinary course of the business of the Client.

3.3 The Client agrees not to :-

3.3.1 reproduce, re-transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information in any manner without expressing written consent of the Company and the relevant Information Providers ;

3.3.2 use the information for any unlawful purpose.

3.4 The Client agrees to comply with reasonable written requests by the Company in order to protect the respective rights of Information Providers and the Company in information and E-Services.

3.5 The Client shall comply with reasonable instructions the Company may give from time to time concerning permitted use of the information.

3.6 The Client authorizes the Company to provide electronic service information as provided to the Client to HKEX Information Services Limited ("HISL") so that the Company complies with the license agreement between HISL and the Company relating to market data feeds.

PART 4 – INTELLECTUAL PROPERTY RIGHTS

4.1 The Client acknowledges that E-Services and any software comprised therein is the property of the Company, the Company has obtained any Third-Party property authorized by any Third Party. The Client warrants and undertakes that the Client 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 E-Services or any part of the software comprised in it. The Client agrees that at any time the Client breach the above warranty and undertaking or shall the Company at any time reasonably suspects that the Client has breached the warranty and undertaking, the Company is entitled to terminate E-Services.

4.2 The Client acknowledges that advice or market material acquired through E-Services may be the proprietary information or material by the Third Party. The Client agrees that, unless the Client has obtained the prior permission of the owner of such rights, the Client shall not upload, post, reproduce or distribute any information, software or other information protected by copyrights or other intellectual property rights.

PART 5 – LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 The Company has designated persons to manage the security and stability to ensure that the Client can effectively use E-Services. However, the Company, its agents and Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond reasonable control, including but not limited to :-

5.1.1 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 ;

5.1.2 delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by Information Suppliers ;

5.1.3 unauthorized access to communications systems, including unauthorized use of the Client Trade Account(s), passwords(s) and/or Account Numbers ; and

5.1.4 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 agents and 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 Client Agreement (including this Instructions of Electronic Services), applicable futures 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 Instructions of Electronic Services.
- 5.3** The Client accepts that while the Company endeavours to ensure the accuracy and reliability of the Information supplied, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise).

PART 6 – TERMINATION OF E-SERVICES

- 6.1** The Company reserves the right to terminate the Client's access to E-Services or any portion of it in its sole discretion, without notice and without limitation, including but not limited to the unauthorized use of the Client's Trade Account(s), password(s) and/or Account Numbers), default of this Instructions of Electronic Services or the Client Agreement, discontinuation of the Company's access to any information from and Information Providers 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 E-Services not furnished to the Client as of the date of such termination.

PART 7 – RISK DISCLOSURE

- 7.1** If the Client undertakes transactions via E-Services, the Client will be exposed to risk associated with the E-Services, and the possible consequences and losses.
- 7.2** The use of E-Services requires that the Client has basic knowledge of trading, gets familiar with the functions and operations of E-Services, and has in place electronic trading equipment and network communication tools that meet safety and system requirements.
- 7.3** The Client must download the software of E-Services by himself / herself through the Company's official website or the public consultation path announced by the Company. The Client shall bear the consequences of using the software obtained through other means.
- 7.4** Any instructions the Client enters through E-Services shall be deemed to be instructed by the Client as long as the Trade Account, Password and Two-Factor Authentication are verified by the system.
- 7.5** Client is responsible for ensuring the security of his / her own equipment, networks and login details, and shall bear the risk of any unauthorised use thereof ; this shall not, however, affect the Company's liability for fraud, wilful default, gross negligence or breach of applicable law.
- 7.6** The instructions issued by the Client through the electronic services system are subject to the instructions received by the Company's electronic services system and must be reviewed by the Company before entering the market.
- 7.7** Any instructions the Client enters through E-Services shall comply with the requirements of the Company, Exchanges and authorities. Illegal transactions are prohibited. The Company has the right to refuse the trading orders that violate the above rules. E-Services system shall not be for any purpose other than Futures trading for the Client's own Account, or for any purpose that is illegal or will harm the interest of the Company ; otherwise the Company has the right to terminate the use of E-Services, and responsibilities shall be held against relevant persons.



- 7.8** Electronic Services may be affected by system failures, network delays, data transmission errors, interruptions to Third-Party services or market fluctuations. The Company may suspend all or part of the E-Services for maintenance, upgrades or risk management purposes.
- 7.9** The Company has the right to restrict or terminate the use of E-Services under the following circumstances :-
- 7.9.1** The Client's Futures and Options Trading Account has been dormant or closed, or false information has been utilized when opening the Account ;
 - 7.9.2** Potential illegal transactions or abnormal transactions occur.
- 7.10** When system failure occurs, in reasonable and practical conditions, ordering via telephone shall serve as the backup trading means. The Company assumes no responsibility for any delays or losses under such circumstances.
- 7.11** The risks associated with E-Services due to the specialty and complexity of instructions include but not limit to :-
- 7.11.1** The program of E-Services runs on the electronic trading facilities (including but not limited to computers, mobile phones and other devices) of investors. Any market quotation suspension or errors due to electronic trading facilities failure or Internet failure may lead to circumstances that orders cannot be placed, that the placing of orders fails, that incorrect orders are placed, or that conditional orders (which will place order automatically if preset conditions are met) could not be triggered or be triggered by mistake. Mismatch between investors' electronic trading facilities equipment or Internet and E-Services may lead to circumstances that orders cannot be placed or that the placing of orders fails ;
 - 7.11.2** If there appears "Sent" or "Accepted" (i.e. the instruction is being routed or the feedback is being routed) or "being cancelled" (i.e. the cancelled instruction is being routed), the Client can make inquiry through telephone. The Company will assist in order checking, and the Company assumes no responsibilities therefrom.
 - 7.11.3** Due to the complexity of orders placed via the electronic trading system, or as a result of misunderstandings, operational errors or system issues, it may not be possible to execute orders in accordance with the Client's true intentions and plans, or to achieve the intended outcome. Clients are therefore advised to exercise caution, to remain vigilant regarding all orders and to verify them promptly ; however, the Company shall not be liable for any losses arising therefrom.
- 7.12** To avoid physical delivery, the Company has the right to suspend the order function for contracts approaching delivery before First Notice Day or Last Trading Day, while the Client can still trade through telephone ordering. The Company assumes no responsibility for any delay or losses therefrom. The Client can view the details of such arrangements through the Company's website.
- 7.13** The Client must be aware of the importance of Trade Account and Password of E-Services. The Client should amend the Password immediately upon receiving initial password and from time to time to avoid embezzlement. If the Password is lost or embezzled, the Client has to inform the Company immediately by written notice and apply for amendment or suspension. The Company assumes no responsibilities therefrom.
- 7.14** Due to unexpected telecommunication disruption, E-Services may be undependable, and there are risks associated with transaction via E-Services that the transmission and receive of Client's instruction may be delayed, that order execution may be delayed, or that order execution price differs from the market price at the time of the Client place orders. There are risks of misunderstanding or mistaking during communication. Instructions mostly cannot be cancelled after being sent out. The Company assumes no responsibility for any losses due to such disruption, delay or Third Parties. The Client shall not give any instruction via E-Services if the Client is reluctant to accept such risks associated with disruption or delay.
- 7.15** Shall any instructions the Client enters through E-Services fail to be executed without prior notice due to restriction by Exchange Rules, the Client shall be responsible for any losses therefrom ; and



- 7.16** The market information and other information provided via E-Services may be obtained from Third Parties. Although the Company believes that the information is reliable, the Company or any Third Parties thereto make no warranties in respect of the accuracy, completeness and timeliness of the information.

PART 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 Instructions of Electronic Services from time to time by giving the Client reasonable notice in writing or via E-Services.
- 8.3** Shall the Client encounter any issue with E-Services, please call (852) 3520 3313.

PART 9 – MISCELLANEOUS

- 9.1** This Appendix is attached to the Client Agreement duly signed by the Company and the Client and shall have the same legal binding force with the Client Agreement. In the event of any conflict between the terms of the Client Agreement and the supplemental documents, this Appendix shall prevail. Any matters not covered herein shall be governed by the Client Agreement.
- 9.2** Any amendments or changes to this Appendix shall be resolved through consultation between the Company and the Client. Should the Client Agreement between the Company and the Client be terminated, this Agreement shall be deemed to have been automatically terminated without the need to notify the other party.



APPENDIX II - INSTRUCTIONS FOR LME ELECTRONIC TRADING

PART 1 – DEFINITION

- 1.1** In this Agreement, unless the context otherwise requires, the term :-
- 1.1.1** “LME” means London Metal Exchange ;
 - 1.1.2** “Carry” means the simultaneous purchase and sale of the same number of Futures Contracts for the same LME product but with different expiry dates, in order to close out long and short positions in that LME product across different expiry dates.

PART 2 – PROMPT DAY

- 2.1** The Company offers Clients LME standard Three-Month Contracts (hereinafter referred to as the “Contracts”) traded via the LME electronic platform, whereby the expiry date of the Contract is Three Months from the date of trade.
- 2.2** Generally, if the date Three Months from now falls on a Saturday, the expiry date is usually brought forward by One Day to Friday ; if the date Three Months from now falls on a Sunday, the expiry date is usually postponed by One Day to Monday. If the Contract expiry date coincides with a UK Bank Holiday or the last day of the month, alternative arrangements may be made. Consequently, different Contracts may have the same expiry date. The specific Contract expiry date shall be subject to the information published by the LME.

PART 3 – OFFSET

- 3.1** When the Client longs and shorts the same amount of the same LME Contracts with the same prompt day, the positions will be offset automatically. No actions are required.
- 3.2** When the Client’s longs and shorts the same amount of the same LME Contracts with different prompt days, the long and short positions will be in the Clients’ Account at the same time (i.e. “Locked Positions”). When the Clients wait to offset such long and short positions of the same LME Contracts with different prompt days, the Clients will need to call the Dealing department of the Company and instruct the product, prompt day, lots, positions, trading price, and other instructions (if any) of the Carry.
- 3.3** There may be a price difference (i.e. “Contango” and “Backwardation”), between Contracts with different expiry dates. Depending on market conditions and the Client’s position, the Client may receive or be required to pay a certain amount as a result of the Contango or Backwardation following the Carry. Unless the Client provides specific instructions when giving the Carry instruction, the Dealing department will process the Carry based on the prevailing market Contango or Backwardation.
- 3.4** The service hours of Carry are 08:00 am to 16:00 pm London Time (i.e. 15:00 pm to 23:00 pm HKT during Daylight Saving Time, or 16:00pm to 00:00am HKT during Winter Time).

PART 4 – FEES FOR CARRY

- 4.1** No trading fee is charged if one of the Carry contracts is a Three-Month Contract traded on the day.
- 4.2** No trading fee is charged if the prompt days of the Carry contracts are within 14 Natural Days (including 14 days).
- 4.3** Trading fee will be charged if the prompt days of the Carry contracts exceed 14 Natural Days. The amount of fee charged equals to the trading fee of the contract with a longer term.
- 4.4** LME user fee will be charged for each Carry except for trading fee. The amount is determined by the Company based on LME notice and published on the website from time to time.



4.5 The standard trading fee and user fee are determined by the Company and subject to change from time to time.

PART 5 – MARGIN

5.1 Margins for LME Contracts are calculated on net basis. For Clients who hold long and short positions of the same LME product but of different prompt day, the margin for the locked positions is the ratio of the margin for the product which is determined by the Company and subject to change from time to time, and the margin for the net long or short position are calculated as the full amount of the margin for the product.

PART 6 – LME SETTLEMENT

6.1 Details for offsetting LME positions will be listed on “Details for Unexpired Offset” until the prompt day of the position offset.

6.2 Profit generated from offsetting LME positions cannot be withdrawn until settled on the prompt day of the position offset.

PART 7 – LME DELIVERY

7.1 The Client shall apply to the Company if he/she needs to make LME Contract delivery. After accepting the Client's application, the Company will provide LME Contract delivery service to the Client.

7.2 The Client needs to offset the positions at least Three (3) Working Days prior to the prompt day. Otherwise, the Company can close the positions by means and terms that the Company deems appropriate. The Client assumes the risk and fee therefrom.

7.3 For Corporate Clients who would like to deliver long positions of LME Contracts, the Client needs to inform the Company by written notice at least Three (3) Working Days prior to the prompt day and deposit enough money for settlement according to LME Rules.

7.4 For Corporate Clients who would like to deliver short positions of LME Contracts, the Client needs to inform the Company by written notice at least Three (3) Working Days to the prompt day and transfer the warehouse receipt to the Company for settlement according to LME Rules.

PART 8 – RISK DISCLOSURE FOR ELECTRONIC TRADING

8.1 The Client must undertake the risk associated with electronic trading system when trading through electronic system. Please read carefully the Appendix II to the Client Agreement about electronic trading. The Client shall be bound with the Appendix. Please call (852) 3520 3313 for emergency.

PART 9 – DISCLAIMER

9.1 This Appendix is not part of Client Agreement. If any losses or damages arise from inaccuracy or omission of the information, the Company assumes no responsibility.



APPENDIX III - INSTRUCTIONS FOR OPTIONS TRADING

PART 1 – DEFINITION

- 1.1** There are Two (2) different styles of options based on exercise time, “American Options” and “European Options”. The Client must be aware of the options to trade and avoid delivery risk due to different styles of options.
- 1.1.1** “American Options” can be exercised at any time up to and including the expiry date.
 - 1.1.2** “European Options” can only be exercised on the expiry date. Early exercise is not allowed.
- 1.2** There are Three (3) different kinds of options based on the relationship between strike price and market price of underlying asset, “In the Money Options”, “At the Money Options”, and “Out of the Money Options”.
- 1.2.1** “In the Money Options” a call option when the option's strike price is below the market price of the underlying asset, or a put option when the option's strike price is above the market price of the underlying asset. When a call option's strike price is far below the market price of the underlying asset or a put option's strike price is far above the market price of the underlying asset, the option is called “Deep In-the-Money Options”.
 - 1.2.2** “At the Money Options” an option when the option's strike price is equal to the market price of the underlying asset.
 - 1.2.3** “Out of the Money Options” a call option when the option's strike price is above the market price of the underlying asset, or a put option when the option's strike price is below the market price of the underlying asset. When a call option's strike price is far above the market price of the underlying asset or a put option's strike price is far below the market price of the underlying asset, the option is called “Deep Out-of-the-Money Options”.

PART 2 – THE RISK OF OPTIONS TRADING

- 2.1** The Client acknowledges that options trading involves a high degree of risk, including but not limited to the loss of the entire principal, leverage risk, time decay, exercise and assignment risks, and the higher or unlimited risks that may arise from selling options. Whether buying or selling options, Clients should first understand the type of options they intend to trade (i.e. call or put) and the associated risks. Client should factor in the premium and all transaction costs, and then calculate the amount by which the option’s value must increase in order to make a profit.
- 2.2** The purchaser of options may offset its position by trading in the market or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying assets. If the purchased options expire worthless, the Clients will suffer a total loss of the investment which will consist of the option premium paid plus transaction costs. If the Clients are contemplating purchasing deep-out-of-the-money options, the Clients should be aware that, ordinarily, the chance of such options becoming profitable is remote.
- 2.3** Selling an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of the amount of premium received. The seller will be liable to deposit additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying assets. If the option is ‘covered’ by the seller holding a corresponding position in the underlying Futures Contract or another Option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

PART 3 – OPTION EXERCISE

- 3.1** The purchasers of options have the right to exercise instead of obligation. The purchasers can exercise the options by calling the trading room of the Company and giving the exercise instructions. When the exercise instruction has been



executed successfully, the Clients can view the detail through the account statement the following working day. The sellers of options have the obligation to exercise instead of right. The exchanges can match option exercising. When the sellers' options are exercised by the Exchanges, the Dealing Department will inform the Clients by telephone, system message or any other effective means. The Clients can view the details through the Client Statement in the following working day.

PART 4 – SPECIAL ARRANGEMENT FOR LME OPTIONS

- 4.1** LME Options can only be traded through telephone ordering. The service hours are 08:00 am to 16:00 pm London Time (refer to 15:00 pm to 11:00 pm HKT during Daylight Saving Time, or 16:00 pm to 00:00 am HKT during Winter Time).
- 4.2** LME options have a minimum trading unit limit and only European options are available.

PART 5 – MARGIN

- 5.1** Purchasers of options do not have to deposit margin. Sellers of options must deposit margin.
- 5.2** The Company has the right to amend the calculation of margin for options and the standard of margin based on the requirement of risk management and distribute through announcement or notice.

PART 6 – DELIVERY / SETTLEMENT OF OPTIONS

- 6.1** Options contracts are divided into physical delivery and cash settlement ; please refer to the contract specifications for details. Physical delivery will result in the acquisition of the corresponding Futures position. Client wishing to proceed with delivery must notify the Company in advance. If a Client does not wish to proceed with delivery, they must hedge their position One (1) Trading Day prior to the position's expiry date. If the Company has not received a delivery notice from the Client by One (1) Trading Day prior to the position expiry date and the Client has not taken steps to hedge, the Company reserves the right to take action on the Client's Account to prevent the contract from being settled ; any resulting risks and costs shall be borne by the Client.

PART 7 – OPTIONS MATCH MECHANISM

- 7.1** For futures option contracts at expiry, an in-the-money option refers to a call option where the exercise price is lower than the settlement price of the corresponding Futures Contract, or a put option where the exercise price is higher than the settlement price of the corresponding Futures Contract.
- 7.2** Exercise price range : For LME options, where the exercise price is between USD25 and USD9,975, the spread is USD25 ; where the exercise price is between USD10,000 and USD19,950, the spread is USD50 ; where the exercise price is USD20,000, the spread is USD100.
- 7.3** Clients should note that for other options, at-the-money options will automatically expire after the expiry date ; however, the exercise rules for certain option contracts may allow Clients to submit exercise instructions. For further details, Clients are advised to contact the Company.

PART 8 – EXERCISE MATCHING MECHANISM

- 8.1** Where there are multiple option seller positions that meet the Exchange's requirements, options at that strike price will be matched in accordance with the "First-in, First-out" mechanism.



PART 9 – OPTIONS PREMIUM

- 9.1** Purchasers of options must pay the full amount of premium. The premium will be deducted from the account equity. Sellers of options will receive premiums. The premium will be deposited into the account equity, but the premium cannot be used to trade electronically or be withdrawn.

PART 10 – DISCLAIMER

- 10.1** This Appendix is not part of Client Agreement. If any losses or damages arise from inaccuracy or omission of the information, the Company assumes no responsibility.



APPENDIX IV - RISK DISCLOSURES

Risk Disclosures are made in accordance with Paragraph 6 of the Code of Conduct for Persons Licensed by or Registered with the SFC in relation to this Agreement.

The Disclosures is a general description of the risks in trading Futures and Options Contracts and is not exhaustive. The Clients must understand the nature (and the relationship) of the Contracts and the risks therein before trading. Futures and Options Trading may not be suitable for all investors. Investors should therefore carefully consider whether such investment products and trading services are appropriate in light of their experience, objectives, financial resources and other relevant circumstances.

PART 1 – RISK OF TRADING FUTURES AND OPTIONS

1.1 The risk of loss in trading Futures or Options Contracts is substantial. In some circumstances, the Client may sustain losses in excess of their 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. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, their position may be liquidated. The Client will remain liable for any resulting deficit in their account. The Client should therefore study and understand futures contracts and options before they trade and carefully consider whether such trading is suitable in the light of their own financial position and investment objectives. If the Client trade options, they should inform themselves of exercise and expiration procedures and their rights and obligations upon exercise or expiry.

PART 2 – RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

2.1 Client assets received or held by the licensed or registered person 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.

PART 3 – RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

3.1 If the Client provide the licensed or registered person with an authority to hold mail or to direct mail to Third Parties, it is important for them to promptly collect in person all contract notes and statements of their Account and review the Account in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

PART 4 – RISK OF MARGIN TRADING

4.1 The Client confirms that they have read and understood the Risk Disclosures relating to Futures, Options, margin trading, electronic trading, foreign exchange, cross-market trading, LME trading and other applicable matters, and accepts the associated risks.

4.2 The risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of their cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client 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, their collateral may be liquidated without their consent. Moreover, the Client will remain liable for any resulting deficit in their Account and interest charged on their Account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of their own financial position and investment objectives.



PART 5 – ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING

- 5.1** This Appendix does not cover all the risks and other important matters associated with trading in Futures and Options. With regard to risks, Clients should, prior to entering into any such transactions, familiarise themselves with the nature of the Contracts to be entered into (and the contractual relationships involved) and the extent of the risks they will be exposed to in this regard. Trading in Futures and Options is not suitable for many retail investors. Clients should carefully assess whether such trading is appropriate for them, taking into account their investment experience, investment objectives, financial resources and other relevant factors.

PART 6 – FUTURES

6.1 The ‘Leverage’ Effect

Futures trading involves a very high level of risk. As the initial margin required to open a Futures position is relatively low compared to the value of the Futures Contract itself, this creates a “leverage” effect in Futures trading. Even minor market fluctuations can have a significant impact on the funds a Client has invested or may need to invest. Consequently, for Clients, this leverage effect can be a double-edged sword. As a result, Clients may lose their entire initial margin and any additional funds deposited with the relevant firm to maintain their positions. If market conditions become unfavourable to the Client’s position or margin requirements increase, the Client will be subject to a margin call and must deposit additional funds within a short period to maintain their position. Should the Client fail to pay the additional funds within the specified time, they may be forced to close their position at a loss, and any resulting shortfall shall be borne entirely by the Client.

6.2 Risk-Reducing Orders or Strategies

The placing of certain orders (e.g. “stop-loss” orders, or “stop-limit” orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

PART 7 – OPTIONS

7.1 Variable Degree of Risk

Options trading involves a very high level of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. The Client should calculate the extent to which the value of the options must increase for their position to become profitable, taking into account the premium and all transaction costs.

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

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



acquire or deliver the underlying interest. If the option is on a Futures Contract, the seller will acquire a position in a Futures Contract with associated liabilities for margin (see the Section on Futures above). If the option is “covered” by the seller holding a corresponding position in the underlying interest or a Futures Contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

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

PART 8 – ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

8.1 Terms and Conditions of Contracts

The Client should ask the firm with which they deal about the terms and conditions of the specific Futures or Options Contracts which they are trading and associated obligations (e.g. the circumstances under which they may become obliged to make or take delivery of the underlying interest of a Futures Contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the Exchange or Clearing House to reflect changes in the underlying interest.

8.2 Suspension or restriction of trading and pricing relationships

Market conditions (such as “Insufficient Market Liquidity”) and/or the enforcement of certain market rules (such as the suspension of trading in any contract or contract month due to price limits or “Circuit Breaker” measures) may increase the risk of loss, as investors may find it difficult or impossible to execute trades or close out / offset their positions at such times. If a Client encounters such circumstances after selling an option, the risk of loss to which the Client is exposed may increase. Furthermore, the normal price relationship between the underlying asset and the Futures Contract, as well as between the underlying asset and the option, may not exist. For example, the Futures Contract underlying a futures option is subject to price limits, whereas the option itself is not. The absence of a reference price for the underlying asset may make it difficult for investors to determine what constitutes a “Fair Price”.

8.3 Deposited cash and property

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

8.4 Omission and other charges

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

8.5 Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before the Client trade they should enquire about any rules relevant to the particular transactions. The local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other



jurisdictions where the transactions have been affected. The Client should ask the firm with which the deal with for details about the types of redress available in both their home jurisdiction and other relevant jurisdictions before start to trade.

8.6 Currency risks

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

8.7 Trading facilities

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

8.8 Electronic trading

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

8.9 Off-Exchange transactions

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

8.10 Miscellaneous

This Appendix is attached to the Client Agreement duly signed by the Company and the Client and shall have the same legal binding force with the Client Agreement. Matters not mentioned herein shall be dealt with according to the Client Agreement.

Any amendment or alteration to this attachment shall become effective only by negotiation between the Company and the Client. If the Client Agreement duly signed by the Company and the Client terminates, the Appendix shall be deemed as terminated and no notification is required.



APPENDIX V- TERMS OF HONG KONG FUTURES EXCHANGES

PART 1 – RISK DISCLAIMER BY THE HKFE

1.1 The following disclaimer is delivered pursuant to the relevant provisions of the regulations for trading Futures and Options Contracts to be issued by the HKFE.

1.1.1 Futures Contracts

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE by way of license the use of the Hang Seng Index and the four Sub-Indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng Indices for the purposes of and in connection with futures contracts based on such other Hang Seng Indices (collectively, "Futures Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Futures Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or maybe implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Futures Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any Third Party dealing with the Futures Contracts or any of them. No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer Any Exchange Participant or any Third-Party deals in the Futures Contracts or any of them in full knowledge of this disclaimer and places no reliance whatsoever on the HKFE, HSDS and/or HSI.

1.1.2 Options Contracts

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE by way of license the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng Indices for the purposes of and in connection with Options



Contracts based on such other Hang Seng Indices (collectively, the "Options Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulate, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Options Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any Exchange Participant or any Third Party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or maybe implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Options Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Options Contracts or any of them. No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any Third-Party deals in the Options Contracts or any of them in full knowledge of this disclaimer and places no reliance whatsoever on the HKFE, HSDS and/or HSI.

1.1.3 HKFE

Stock indices and other proprietary products upon which contracts traded on Hong Kong Futures Exchange Limited (the "HKFE") may be based and may from time to time be developed by the HKFE. The HKFE Taiwan Index is the first of such stock indices developed by the Exchange. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by the HKFE (the "HKFE Indices") are the property of the HKFE. The process of compilation and computation of each of the HKFE Indices is and will be the exclusive property of and proprietary to the HKFE. The process and basis of compilation and computation of the HKFE Indices may at any time be changed or altered by the HKFE without notice and the HKFE may at any time require that trading in and settlement of such Futures or Options Contracts based on any of the HKFE Indices as the HKFE may designate be conducted by reference to an alternative index to be calculated. The HKFE does not warrant or represent or guarantee to any Exchange Participant or any Third Party the accuracy or completeness of any of the HKFE Indices or their compilation and computation or any information related thereto and no such warranty or representation or (guarantee of any kind whatsoever relating to any of the HKFE Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE in respect of the use of any of the HKFE Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limited to those resulting from negligence) of the HKFE or any other person or persons appointed by the HKFE to compile and compute any of the HKFE Indices in the compilation and computation of any of the HKFE Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any Third Party dealing with Futures or Options Contracts based on any of the HKFE Indices. No claim, actions or legal proceedings may be brought by any Exchange Participant or any Third Party against the HKFE in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any Third Party engages in transactions in Futures and Options contracts based on any of the HKFE Indices in full knowledge of this disclaimer and places no reliance on the HKFE in respect of such transaction.



Financial market data, quotes, news, research, and other information (including charts image) ("Information") provided by the Company are the property of Company, its information providers or licensors, and are protected by applicable copyright law. The information can't be transmitted, disseminated, sold, distributed, published, broadcasted, circulated, stored in any form for subsequent use or for any commercial purpose without the prior written consent of the Company. The information contained in the Company comes through reliable sources, but the Company, its information providers and its licensors do not represent, warrant or guarantee that the information will be accurate, complete, timely, reliable or appropriate on any particular purpose. The Company, its information providers and its licensors will not be responsible to clients or the Third Party for the tort liability, contract or any other responsibility arising from using or relying on the information provided by the Company. The Company, its information providers and its licensors will not be liable for any lost profits or lost opportunity, or any indirect, special, consequential, incidental or punitive damages to Clients and/or any Third Party under any circumstances, even if the possibility of such compensation has been acquired by the Company, the information providers or licensors.

The Company may terminate or change the information, products or services without prior notice to Clients. It is not included in any jurisdiction (including but not limited to the United States and the United Kingdom) that making any futures, offer or solicitation of products or services (such jurisdictions for futures, offer or sale of products or services is not permitted or exempted from regulation cases, or is prohibited by law).

PART 2 – SUMMARY ABOUT THE POSITION LIMITS AND REPORTING STANDARDS

2.1 Several position limits and reporting standards settled by the Securities and Futures Commission ("SFC") is in accordance with Article 35 (1) of the "Securities and Futures Ordinance" ("the Ordinance") will directly affect the Client's Account. The relevant limits are summarized as follows. The Client should note that failure to comply with those limits or to declare may constitute a criminal offense under that Ordinance.

2.1.1 Position Limits of SFC

Based on these limits, the Company and its clients are prohibited from holding or controlling more than a specified number of open positions in any one contract month, unless the excess is based on the positions which is allowed clearly under the Rule of the Commission, or the Hong Kong Futures Exchange or the Stock Exchange Limited ("SEHK") (as the case maybe).

2.1.2 Reporting Standards of SFC

Based on these requirements, the Company and its Clients is prohibited to hold or control more than a specified number of open positions in any signal contract month or expiry month, unless the possession or control of the open positions are reported in accordance with the rule to Futures Exchange, the Stock Exchange or other recognized exchange in accordance with the Rule. The Rule applies to Clients directly.

The Position limits and reporting standards of the Commission apply to the Company itself and applicable to their Clients directly. Even if clients use more than One (1) Futures Exchange Participant on behalf of the Client, they are still required by the Commission's position limits and reporting standards constraints. Therefore, if a Client exceeds the specified positions net long positions or net short position reporting standards, Clients are required to declare their position and each position through every Futures Exchange participant to the Futures Exchange. Clients can obtain relevant declaration form samples from the Company.

2.1.3 Large Open Positions Reporting Procedures of HKFE

The Futures Exchange also imposes limits on large open positions in certain markets it operates. In particular, Clients should note that where the total open interest held or controlled by them, whether directly or through their affiliates and



whether through one or more Exchange Participants, is equal to or exceeds the number of Futures Contracts and/or Options Contracts specified by the Exchange from time to time, the Client itself must report directly to the Exchange and submit a large open interest report to the Exchange. For the purposes of the Exchange Rules, a large open position means the number of open Futures Contracts and/or Options Contracts held by a participant in a specified Futures Contract or an Options series in a specified market which the Board (as defined in the Exchange Rules) has determined to be a large open position pursuant to Rule 628 of the Exchange Rules. This definition is similar to the concept of "reportable positions" as defined in those Rules. Clients may request a sample of the relevant reporting form from the Company.

For the schedule setting out the relevant position limits and reporting thresholds for futures contracts or options contracts pursuant to the Exchange Rules (which forms an integral part of this document and may be amended from time to time without prior notice), please refer to the website of Hong Kong Exchanges and Clearing Limited :

https://www.hkex.com.hk/Services/Trading/Derivatives/Overview/Trading-Mechanism/Large-Open-Positions-and-Position-Limits?sc_lang=en

2.1.4 Other Business

The Appendix forms an integral part of the Client Agreement between the Company and the Client and shall have the same legal effect as the Client Agreement ; any matters not covered herein shall be governed by the Client Agreement. In the event of any inconsistency between this Appendix and the principal agreement, unless otherwise expressly provided, the additional terms directly relating to the Hong Kong Futures Exchange and its clearing arrangements shall prevail.

Any amendments or modifications to this Appendix shall be resolved through consultation between the Company and the Client. Should the Client Agreement entered into between the Company and the Client be terminated, this Appendix shall be deemed to terminate automatically without the need for notice to the other party.



APPENDIX VI - INTERNATIONAL TAX RULES

Pursuant to the Foreign Account Tax Compliance Act ("FATCA") and the agreement reached between the Hong Kong authorities and the US authorities regarding tax compliance for US persons, Hong Kong financial institutions are required to report certain Client information to the tax and/or other government authorities and, in certain circumstances, to withhold tax on Clients' fixed, assessable, annual or periodic income of US source.

Hong Kong has also enacted amendments to the Inland Revenue Ordinance (Cap. 50 of the Laws of Hong Kong) and related supporting measures to implement the Common Reporting Standard Ordinance, pursuant to which financial institutions must report certain information regarding a Client's tax residency status to the Hong Kong authorities (such as the Inland Revenue Department) to facilitate the exchange of tax information between the Hong Kong authorities and certain foreign authorities.

To comply with the regulatory requirements of FATCA, the Common Reporting Standard Ordinance and other relevant regulations, the Company implements the terms and conditions set out in this Annex to govern the respective rights and obligations between the Client and the Company.

PART 1 – PRIVACY EXEMPTION

- 1.1 The Client irrevocably authorizes the Company to disclose and/or submit information provided by the Client (including but not limited to personal / institutional data) to eligible regulatory or government authorities (including but not limited to the US Internal Revenue Service, the US Treasury and the Hong Kong Inland Revenue Department) in the relevant jurisdiction in order to comply with FATCA, the Common Reporting Standards Ordinance and other relevant regulations, codes and rules.
- 1.2 The Client confirms that the Company does not necessarily notify the Client of its disclosure or submission of the required information in accordance with applicable regulations. The Client also agrees that the Company will not be required to make such notice to the Client before or after it discloses or submits the information to the relevant authorities.

PART 2 – OTHER GUARANTEES FOR PROVIDING INFORMATION

- 2.1 In order to comply with the Foreign Account Tax Compliance Act ("FATCA"), the Common Reporting Standard ("CRS") and other relevant laws, codes and regulations, the Client undertakes to provide the Company with the necessary information in a timely manner, including but not limited to Client information files, relevant account opening forms submitted from time to time, and personal / corporate details contained in such forms or relevant tax returns.
- 2.2 The Client shall ensure that the information provided to the Company under Section 2.1 is true, complete and accurate in all material respects and is not misleading.
- 2.3 The Client also undertakes that if any information provided to the Company under Section 2 is changed or becomes inaccurate, incomplete, inaccurate or misleading at any time, the Client will notify (in any case within 30 days) the Company and provide the company with the latest information.
- 2.4 If requested by the Company, the Client shall promptly (in any case, within 30 days) provide the Company with additional or alternative supporting documents, forms and other documentary evidence, including but not limited to self-certification and alternative tax return of the expired tax return (if any), a written nationality statement of the Client, a certificate of loss of US citizenship and an exemption from the Privacy Policy.
- 2.5 The Client acknowledges and agrees that, should the Client fail to provide the information required under Clause 2, the Company may, at its sole and absolute discretion and based on the information currently available to it, amend the FATCA or Common Reporting Standard status of the Client's Account, suspend trading activities on the Client's Account, withhold



assets held in the Client's Account, close the Client's Account, or dispose of the assets held in the account in order to generate tax payable.

- 2.6** The Company will retain and use the Client's personal / corporate information in accordance with the Personal Data (Privacy) Ordinance and other applicable data privacy policies.

PART 3 – AUTHORIZATION OF WITHHOLDING TAX

- 3.1** The Client authorizes the Company to withhold any assets in the Client's Account or any part thereof (held in cash or otherwise) or sell the assets in the Account to generate withholding tax at the Company's sole absolute discretion of the following circumstances :-
- 3.1.1** The failure of the Client to provide the Company with the requested information or documents or any information or documents provided by the Client in a timely manner is not current, accurate or complete, and the Company cannot ensure that it will continue to comply with or comply with FATCA's requirements ;
 - 3.1.2** The Client's FATCA status is defined as an unfunded or non-compliant overseas financial institution ;
 - 3.1.3** There is no reliable evidence to treat the Client as considered exempt from the withholding tax requirements of the FATCA or other relevant regulations ;
 - 3.1.4** Qualifying supervision in the relevant jurisdiction or government authorities stipulate a withholding tax ; or
 - 3.1.5** Taxes must be withheld in order to comply with FATCA and other relevant regulations, codes and rules.

PART 4 – INDEMNITY

- 4.1** The Client agrees to indemnify the Company and its directors, officers, employees and agents ("Indemnified Persons") for any loss or legal liability, costs, claims, litigation, demands or expenses (including but not limited to all reasonable costs, expenses and payments arising from disputes or defences in any of the foregoing) arising out of or against the indemnified person in respect of the following circumstances :-
- 4.1.1** The Client breaches or allegedly violates any of the terms and conditions of this Appendix (whether by Client's actions or omissions),
 - 4.1.2** The Client and/or Client Account does not comply with FATCA the Common Reporting Standards Ordinance or any other applicable regulations, codes and directives in any respect. However, if the loss or damages are caused by the intentional default, fraud or negligence of the indemnified person, it will need further discussion.
- 4.2** The Client undertakes to assist in any program or investigation arising from any matter arising from or in connection with the requirements of the FATCA, the Common Reporting Standards Ordinance and other applicable regulations, codes and directives. In this condition, the Company will notify the Client if it is aware of the above-mentioned procedure, unless otherwise prohibited by applicable regulations.
- 4.3** If any amount paid by the Client to the indemnified person under this Clause is subject to deduction or withholding tax, the Client shall increase the amount payable to ensure that after the deduction or withholding is required. The net amount of the indemnified person received and retained on the expiry date (for the above deduction, withholding or payment without any liability) is equal to the amount receivable of indemnified person before or without deduction, withholding or payment.
- 4.4** Although the Client is no longer an account holder or terminates any Account, the Client shall continue to be bound by these Terms.



PART 5 – DISCLAIMER

5.1 This Appendix serves as attachment to the Client Agreement between the Company and the Client and has the same legal effect as the Client Agreement. The unfinished matters are referred to the Client Agreement.



APPENDIX VII - INSTRUCTIONS FOR PERSONAL DATA (PRIVACY) ORDINANCE

313 Capital Management Limited ("the Company") are committed to providing the best service to our Clients. One of the ways to achieve this is to use the Client's data for assessment so as to provide the most appropriate products and services. The Company also believes that our Clients are very concerned about the use of their data. The protection of the Client's data is a matter that the Company has always taken seriously. Accordingly the Company has established the following code (for convenience, hereinafter referred to as the "Code"), in which it is committed to maintaining the confidentiality of the Client's information, and in which words in the singular include the plural and vice versa The term "individual" includes a corporation or anon-corporate or other entity The term "gender" includes masculine, feminine and neuter.

- 1** The Company will need to collect and maintain the personal data ("Data") obtained from the Client through written and web site / application channels in accordance with the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong (the "Privacy Ordinance") for the purpose of providing services to the Client, and the Client voluntarily agrees to providing the Data to the Company.
- 2** From time to time during the period of opening an Account with the Company or continuing to use the Company's services, the Client is required to provide the Company with the Data, including personally identifiable data (such as name, age, occupation, marital status (if required) , email address, telephone number, personally identification (including identification documents and/or other biometric data proving the identity of the Client) , signature type/electronic signature type, address and other necessary data associated with the provision of services, financial information, credit history, source of wealth, risk tolerance, investment experience arid objectives, etc.), transaction history, account funds and position data, IP address, browser type and version, time zone setting, browser plug-in type, operating system or platform or device data (including IMEI codes of mobile devices, wireless network and general network data) for the purposes as set out in Clause 7 of this Appendix below. When the Client visits to our website / application, those visits are also recorded for the purpose of analysing the number of visitors and general usage of the website / application.
- 3** During the period when the Client spiles for or uses the Company's services through remote devices or facilities, the Company will from time to time request biometric information from the Client for the purpose of identifying and verifying the Client's identity including but riot limited to the Client's fingerprints, facial information, etc. Such information is treated as special private information of the Client and the Company will handle such information in strict compliance with the conditions and terms of this Code.
- 4** Under the Privacy Ordinance, the Client understands that the Client has the right to refuse to provide Data to the Company and failure to provide such Data to the Company may result in the Client being unable to use the services and facilities provided by the Company, including but not limited to opening or renew the Accounts and establishing or renewing credit facilities or providing other financial and investment services and related websites and applications.
- 5** The Company has set very high security standards under the Privacy Ordinance to protect the Client's Data from misuse or unauthorized access, alteration or destruction. The Company's internal use of the Client's Data is also based on strict internal security standards, confidentiality policies and applicable laws to protect Client data from unauthorized alteration or destruction, and the Company shall bind its employees to fully comply with such standards, policies and laws.
- 6** The Client should be aware that the personal data held by the Company in accordance with the Code will be held in Hong Kong, but that the Company may also have the opportunity to hold such personal data outside Hong Kong for the purposes of its day-to-day operations and to address operational risks to ensure the continued provision of services to the Client. The Client authorizes and consents to the Company holding such personal data outside Hong Kong for the above purposes and in the Company's sole and independent discretion. The Client may from time to time consult with the

Company regarding the Company's custody of the personal data outside Hong Kong and the Client may refuse the Company's custody of the personal data outside Hong Kong. The refusal to allow the Company to hold the personal data outside Hong Kong may result in the Client being unable to use the services and facilities provided by the Company.

7 The Client agrees to provide information to the Company and the Client agrees to match, compare or exchange any data or other data provided by or about the Client with data (or other data) held by the Company or any other person for the purpose of :-

- 7.1** the day-to-day operation of the products or services and credit facilities provided to the Client ;
- 7.2** verifying the identity of the Client for the purposes of conducting initial and ongoing KYC due diligence processes and to meet our obligations under anti-money laundering laws and regulations ;
- 7.3** conducting credit checks ;
- 7.4** assisting other financial institutions with credit checks and debt collection ;
- 7.5** maintaining the Client's credit record for current and future reference ;
- 7.6** ensuring that the Client's credit is maintained in good standing ;
- 7.7** designing financial services or related products for the Client ,
- 7.8** promoting financial services or related products to the Client (as detailed in Clause 9 of this Code) ;
- 7.9** determining the Company's obligations to the Client or the Client and/or guarantor to the Company ;
- 7.10** recovering any amounts owed from the Client and/or the person(s) providing guarantees or security for the Client ;
- 7.11** causing the actual or proposed assignee of the Company in consolidation, mergers and acquisitions, reorganization or otherwise to evaluate the transaction proposed to be transferred ;
- 7.12** complying with the requirements for making disclosure under any law or regulation ;
- 7.13** commencing or defending or otherwise participating in any legal or administrative proceedings before any court or competent authority ;
- 7.14** complying with the requirements of "the Code on Takeovers and Mergers and Share Repurchases" issued by the SFC (and as amended from time to time) and/or the laws and/or regulatory rules of Hong Kong and/or elsewhere ;
- 7.15** carrying out administrative, credit data, debt collection, telecommunications, computer, payment or other services sought or obtained or otherwise in connection with the Company's business operations ; and for any purpose related to or incidental to any of the foregoing.

8 The Company intends to use such data of the Client for direct marketing purposes and is required to obtain the consent of the Client (including an indication of no objection) before using such Data. The consent of the Client is confidential. Part VIA of the Privacy Ordinance introduces specific requirements for obtaining consent (including an indication of no objection) from Clients. Attention should be drawn to the following :-

- 8.1** the names, contact details, product and service portfolio information, transaction patterns and behaviours, financial background and statistical data of the Client held by the Company from time to time ("Personal Data which may be used for direct marketing purposes") may be used by the Company in direct marketing ;
- 8.2** The various types of services, products and subjects that may be marketed are as follows :-
 - 8.2.1** financial, insurance, securities, commodities, investment and related services, products and facilities ;
 - 8.2.2** rewards, loyalty awards or incentive schemes relating to the types of promotional themes referred to in Clause 8.2.1 above ;
 - 8.2.3** services and products provided by the Company's co-branding partners in connection with the various types of promotional themes referred to in Paragraph 8.2.1 above (the name of the co-branding partner can be found in the application form of the relevant service product (depending on the case)) ; and

8.2.4 donations and contributions made for charitable and/or non-profit making purposes.

8.3 The above services, products and themes may be provided or (in the case of donations and contributions) solicited by the Company and/or the following parties :-

8.3.1 Any members of the Company ;

8.3.2 Third Party merchant financial institutions, underwriters, securities, commodities and investment service providers ;

8.3.3 Third Party incentive, loyalty award, co-branding or discount program providers ;

8.3.4 The Company's co-branding partners (the name of the co-branding partner can be found in the application form of the relevant service product (depending on the case)) ; and

8.3.5 charitable or non-profit organizations.

8.4 In addition to its own marketing of the above services, products and themes, the Company also intends to provide the information referred to in Clause 8.1 above to all or any of the persons referred to in Clause 8.3 above (whether or not the information is provided for gain) for use by such persons in marketing such services, products and themes as referred to in Clause 8.2 above (for which the Company may receive remuneration), and the Company shall obtain the written consent of the Client (including an indication of no objection) for such use.

The Company will not use the Client's personal data for marketing purposes in direct marketing without the Client's prior consent. The Client should indicate whether he/she agrees or disagrees when signing the relevant document ; the Client may exercise the right to refuse to participate in direct marketing activities by giving written notice to the Company or by calling the Company's Client hotline if the Client indicates in the relevant document that the Client wishes to change his or her mind after giving his or her consent and wishes the Company not to use or provide the Client's personal data for direct marketing purposes to other persons for such direct marketing.

9 Information (and other information) held by the Company about the Client will be kept confidential. The Company will maintain procedural controls to protect the Client's information. The Company will disclose the Client's information only to the extent permitted by the provisions of the Agreement or the Privacy Ordinance, or when the Company is required to do so by explicable laws and regulations or court order. Notwithstanding that the Company complies with the above measures, for the avoidance of doubt, the Client agrees that the Company may disclose any or all information (and other information) which shall be a condition of the provision of services, products and information to the following persons or in the following situations (where applicable) :-

9.1 any officer, employee, agent, contractor or Third Party who provides administrative, credit information, debt collection, telecommunications, computer, payment or other services to the Company in connection with the operation of its business ;

9.2 any person under a duty of confidentiality to the Company, including a company in the same group (within or outside Hong Kong as required by the Privacy Ordinance) which has a confidentiality undertaking to the Company ;

9.3 credit reference agencies and (in the case of accounts owed by the Client to the Company and affiliated companies) debt collection agencies ;

9.4 any financial institution (within or outside Hong Kong as required by the Privacy Ordinance) with which the Client has or intends to have dealings ;

9.5 any actual or proposed assignee or participant or sub-participant of the Company or licensor of the Company's rights in respect of the Client ;

9.6 any person, regulatory body or other authority to whom the Company are obliged or obliged to make disclosure of any relevant law, regulation, code or guideline binding on us or any other group company ;

- 9.7 insurance, financial services and telecommunications service providers selected by the Company for the purpose of providing services to the Client ;
- 9.8 to make disclosures to relevant authorities based on compliance with Clauses 9 and 10 of this Appendix ;
- 9.9 if the Client provides or is held by the Company in the course of using the services provided by the Company with personal information or data of any of its representatives (including directors, employees, agents, clients (direct or indirect) or related parties) or any Third Parties, the Client undertakes and declares that the Client has obtained the relevant consent from the Client's representatives for the Company to use, process, dispose of share or transfer such information or data in accordance with the purposes and requirements set out in this Code. The Client undertakes and declares that the Client has obtained the relevant consent from the Client's representative for the Company to use, process, dispose, share or transfer such information or data in accordance with the purposes and requirements described in this Code. And the Client agrees that the Client will provide the Company with proof of such agreement in a timely manner upon request ;
- 9.10 the Company will not distribute information about the Client to other companies except for the purpose of conducting business, complying with applicable laws, protecting against fraud or making offers of products and services that the Company believes may be in the interest of the Client. The Company may also provide information to regulatory authorities and law enforcement officers in accordance with applicable law ;
- 9.11 upon the death of a Client, if the Client's executor(s) or personal representative(s) (the "applicant") provides the Company with a certified true copy of the death certificate issued by the relevant government agency, the Company may, upon request, disclose the balance of the deceased Client's account and such other information about the Client as may be requested by the applicant.

10 Guidelines for Handling Client's Identifiable Information for Purposes of Trading on Behalf of the Client

The Client understands and agrees that the Company may collect, store, process, use, disclose and transfer personal (including CID and BCAN(s)) relating to the Client for the purpose of providing the Client with trading services in products such as Securities, Futures and Options on the relevant Exchange and for the purpose of complying with the rules and regulations issued from time to time by the relevant Exchange and the relevant regulatory authorities in effect from time to time. Without limiting the foregoing, this includes :-

- 10.1 disclosing and transferring the Client's personal data (including CID and BCAN(s)) to relevant Exchanges and/or relevant regulatory authorities in accordance with the rules and requirements of relevant Exchanges and relevant regulatory authorities in effect from time to time ;
- 10.2 allow relevant Exchanges to :-
 - 10.2.1 collect, store, process and use the Client's personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the rules of the relevant Exchanges ; and
 - 10.2.2 disclose and transfer such information to the relevant regulators and law enforcement agencies so as to facilitate the performance of their statutory functions with respect to the financial markets ; and
 - 10.2.3 use such information for conducting analysis for the purposes of market oversight.
- 10.3 allow relevant regulators to :-
 - 10.3.1 collect, store, process and use the Client's personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the financial markets ; and
 - 10.3.2 disclose and transfer such information to relevant regulators and law enforcement agencies in accordance with applicable laws or regulatory requirements.



The Client also agrees that despite any subsequent purported withdrawal of consent by him/her. The Client's personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent. Failure by the Client to provide us with personal data or such consent may mean that the Company will no longer, or will not be able to, as the case may be, execute the Client's trade instructions or provide account related services to the Client in relation to the relevant transaction, except for the sale, transfer or withdrawal of the Client's existing holdings (if any).

NOTE :-

The relevant Exchange(s) referred to in this Code means, in relation to Hong Kong, the Stock Exchange of Hong Kong ("SEHK") and/or the Futures Exchange. In relation to overseas, the issuing and public trading markets for securities, futures and options etc. traded by the Client through the Company. For the avoidance of doubt, the relevant Exchange(s) will be determined on the basis of the exchangers to which the products traded by the Clients belong and if the products traded by the Client are not relevant to a particular exchange(s), the Company will not provide such Client Data to such Exchange(s) in accordance with this Code.

Relevant regulatory body referred to in this Appendix means, in relation to Hong Kong, the SFC and any regulatory body in Hong Kong which has the relevant monitoring powers under the law. In relation to overseas, any regulatory body in the place where the relevant open market is located which has the power to monitor local open market transactions in accordance with local regulatory laws, regulations and rules.

"CID" means client identification data, which in relation to a client's information to whom a BCAN is assigned.

"BCAN" means Broker-to-Client Assigned Number, being an unique identification code in the format prescribed by the SEHK, generated by a relevant licensed or registered person in accordance with SEHK's requirements.

For Hong Kong purposes, "BCAN" and "CID" shall bear the meaning as defined in Paragraph 5.6 of the Code of Conduct for Licensed by or Registered with the Securities and Futures Commission.

11 Pursuant to the Foreign Account Tax Compliance Act ("FATCA") and the Tax Regulations, the Company is required to notify the relevant governmental authorities of accounts opened with the Company by the Client who is eligible under the Act. The Client hereby agrees that the Company may process and disclose the Client's Data to the relevant governmental authorities in accordance with the Act and its related rules.

12 Subject to and in accordance with the terms of the Privacy Ordinance, the Client shall have the right to :-

- 12.1** obtain information on data processing and to request access to the Data held by the Company concerning the Client ;
- 12.2** revoke at any time the consent granting the Company permission to process the Client's Data. However, the Company still has the right to process the Data in question if it has other legitimate reasons (other than those subject to consent) ;
- 12.3** receive some Data in a systematic, commonly used and calculator-readable format and/or to request the Company to transmit such Data to Third Parties where technically feasible in certain cases. Please note that this right applies only to Data provided to the Company by the Client ;
- 12.4** request the Company to correct the Data if the information in question is inaccurate or incomplete ;
- 12.5** request the Company to delete the Data in certain cases. In certain circumstances, the Company may retain the Data in accordance with the law even if the Client requests the Company to delete the Data ;
- 12.6** in certain circumstances, the right to object to and request restriction of the Company's processing of the Data. In certain circumstances, the Company may process the Data and/or refuse the request in accordance with the law, even if the Client objects to or requests the Company to restrict the processing of the Data ;



- 12.7** lodge a complaint with the Company's Customer Services Department (as detailed below) if the Client believes that the Company has violated his or her right to personal data privacy ;
- 12.8** in the case of personal credit records of the Client, to be informed of the Data that are routinely disclosed to credit reference agencies or debt collection agencies and to obtain further information in order to request access to and correction of the Data from the relevant credit reference agency or debt collection agency ; and
- 12.9** once the Client has repaid all outstanding amounts in full and the credit facility has been terminated, provided that there have been no significant defaults within the Five (5) Years prior to the termination of the credit facility (as determined by the Company), the Client may instruct the Company to request the relevant credit reference agencies to remove any account information relating to the terminated credit facility from their credit databases.
- 13** If there is any change in the personal information provided to the Company by the Client, please contact the Company's Customer Services Department at the email / mail address set out below. The Company shall not be liable for any infringement of privacy resulting from the Client's failure to notify the Company of such changes. Any requests for access and/or correction of any data submitted by the Client should be sent to the following address :-
313 Capital Management Limited
Customer Services Department
Address : Unit 1702, 17th Floor, The Phoenix, No. 23 Luard Road, Wan Chai, Hong Kong
E-mail : cs@313-capital.com
Remarks : Please indicate the Client's name and Client account number or contact number for follow-up. The Company may ask the Client to provide additional data to verify the Client's identity for follow-up.
In accordance with the terms of the Personal Data (Privacy) Ordinance, the Company has the right to charge a reasonable fee for processing any request for access to Data. This document does not limit the rights of the Client as a data subject under the Privacy Ordinance.
- 14** The Company will retain the Client's Data for the purposes of use for a period as long as it is necessary for carrying out such purposes as set out in this Appendix.
- 15** Legal Obligations - the minimum period of data retention required by law and regulation. This Appendix is an attachment to the Agreement entered into between the Company and the Client and shall have the same legal effect as the Agreement.
- 16** If there is any discrepancy between the Chinese and English versions of the Agreement, the English version shall prevail.
- 17** The Company has the right to amend or change this Code from time to time without having prior consent by the Client. The Company shall notify the Client of such amendment(s) and/or change(s).

--- End of Agreement ---