耀佳金融集團
YAW KAI FINANCIAL GROUP LIMITED

CLIENT AGREEMENT - SECURITIES TRADING

Yaw Kai Financial Group Limited

RM 1508, 15/F, The Center, 99 Queen's Road Central, Central, Hong Kong.

Tel : (852) 3933-3892 Email : cs@yawkai.com.hk

ver. 20241030

CONTENTS

Clause		Page
Part I	DEFINITIONS	3
Part II	GENERAL TERMS AND CONDITIONS	6
1.	COMPLIANCE WITH LAWS AND REGULATIONS	6
2.	DEALING	6
3.	SETTLEMENT	8
4.	MONEY IN THE ACCOUNT(S)	9
5.	CHARGES, COSTS AND EXPENSES	9
6.	DEFAULT	10
7.	LIEN AND SET OFF	11
8.	ASSIGNMENT AND SUCCESSION	12
9.	NO WAIVER	12
10.	LIABILITIES AND INDEMNITY	12
11.	WARRANTIES AND UNDERTAKINGS	12
12.	INFORMATION GIVEN TO CLIENT	14
13.	DISCLOSURE OF INFORMATION ABOUT CLIENT	14
14.	TRANSACTIONS CONDUCTED IN FOREIGN CURRENCY	16
15.	AMENDMENTS	16
16.	JOINT CLIENT	16
17.	NOTICES	16
18.	TERMINATION	17
19.	GENERAL	17
20.	DISPUTES AND GOVERNING LAW	18
21.	FATCA COMPLIANCE	18
Part III	ADDITIONAL TERMS APPLICABLE TO RESPECTIVE ACCOUNTS AND SERVICES	20
	Schedule A - Additional Terms for Cash Account	20
	Schedule B - Additional Terms for Margin Account	22
	Schedule C - Additional Terms for Electronic Trading Service	26
	Schedule D - Additional Terms for New Listing of Securities	29
	Schedule E - Unit Trusts and Mutual Funds Trading Agreement	30
	Schedule F - Bond Trading Agreement	32
Part IV	RISK DISCLOSURE STATEMENT	34
Part V	DATA PRIVACY POLICY	40

YAW KAI FINANCIAL GROUP LIMITED - CLIENT MASTER AGREEMENT

In consideration of Yaw Kai Financial Group Limited (the "**Broker**") of RM 1508, 15/F, The Center, 99 Queen's Road Central, Central, Hong Kong, (a Licensed Corporation (CE No. BNI747) licensed with the Securities and Futures Commission) agreeing to allow the Client identified in the Client Information Form to open one or more accounts with the Broker and providing services to the Client in connection with securities trading with or without margin financing facilities, the Client HEREBY AGREES that all Transactions executed by the Broker for any Account shall be subject to the Client Master Agreement (including without limitation the General Terms and Conditions and the Additional Terms applicable to the services provided by the Broker) as amended from time to time and notified to the Client. The Broker's current provisions of the Client Master Agreement are hereinafter set out:

PART I DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following words and phrases shall bear the following meanings:

"Access Codes" means such password(s), and/or form(s) of personal identification (in numeric, alpha-numeric or other format, usually known as login name) prescribed by the Broker from time to time, whether used alone or in conjunction with each other, for gaining access to the Electronic Trading Service;

"Account(s)" means any Cash Account and/or Margin Account;

"Agreement" means the written agreement between the Client and the Broker regarding the opening, maintenance and operations of the Account(s) as amended from time to time, including but not limited to the General Terms and Conditions, the Additional Terms, the Client Information Form, Risk Disclosure Statement, Data Privacy Policy and any authority given by the Client to the Broker with respect to the Account(s);

"Authorized Person" means the person or any of the persons designated in or pursuant to this Agreement to issue instructions in relation to an Account;

"Associates" means in relation to the Broker, a body corporate which is either its subsidiary or affiliated company including appointed executing brokers, dealers and / or institutions by the Broker in Hong Kong or elsewhere;

"Cash Account" means any cash account, as indicated as such in the Client Information Form, opened by the Client with the Broker for trading of securities without Margin Facility granted by the Broker;

"Charge" means the charge over the Collateral in favour of the Broker to secure repayment of the Secured Obligations in accordance with Clause 3 of the Additional Terms for Margin Account, and includes such modification or supplement from time to time;

"Clearing House" means in relation to SEHK, HKSCC or other body appointed by or established and operated by SEHK to provide clearing services to exchange participants of SEHK and, in relation to any other Exchange, any clearing house providing similar services for such Exchange;

"Client" means the person(s) with whom the Broker has entered into this Agreement and such person's successors in title and (if

appropriate) personal representatives whose name(s) and other identity details set out in the Client Information Form and shall include each Authorized Person;

"Client Information Form" means Client Information Form prescribed by the Broker to be provided by or on behalf of the Client (notwithstanding the description of document);

"Collateral" means all securities, money and any other properties provided by the Client to the Broker or purchased or received by the Broker for the Client or otherwise which come to the possession, custody or control of the Broker or other persons on behalf of the Broker which are charged to the Broker as security under the Clause 3 of the Additional Terms for Margin Account; accordingly, "securities collateral" refers to the securities comprised in the Collateral;

"Code of Conduct" means Code of Conduct for Persons with the Securities and Futures Commission issued by the SFC and as amended from time to time;

"Data Privacy Policy" means the Broker's general policy in relation to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and any subsidiary legislation made thereunder as amended, consolidated or substituted from time to time and the policy is set out in Part V (Circular relating to Personal Data (Privacy) Ordinance);

"Electronic Media" means any electronic or telecommunications media, including but not limited to the internet, interactive television systems, telephone, wireless application protocol or any other electronic or telecommunications devices or systems as the Broker may from time to time determine and prescribe;

"Electronic Trading Service" means any facility and service (including without limitation those relating to dealing services, information services, e-mail and the software comprised in any of the foregoing) provided or to be provided by the Broker or Broker's contractor or agent or service provider from time to time under this Agreement which enables the Client to give instructions relating to any Transaction in the Account(s) or to obtain quotation on prices of securities or other information through any Electronic Media;

"Event(s) of Default" means any of the events of default as specified in Clause 6 of the General Terms and Conditions;

"Exchange" means SEHK and any other exchange, market or association of dealers in any part of the world on which securities are bought and sold;

"Hong Kong" means The Hong Kong Special Administrative Region of The People's Republic of China;

"HKSCC" means Hong Kong Securities Clearing Company Limited;

"Investor Compensation Fund" means the Investor Compensation Fund established pursuant to the SFO;

"Margin" means the amount, whether cash or non-cash collateral as may from time to time be demanded by the Broker from the Client by way of margin (including without limitation the initial margin and additional margin), variation adjustments or cash adjustments or

otherwise in relation to the amount drawn under Margin Facility for the purpose of protecting the Broker against any loss or risk of loss on present, future or contemplated obligations arising from Margin Facility including and not being less than amount of margin required by the relevant Clearing House (if applicable), and "margin requirements" means the requirements set by the Broker in respect of the collection and specifications of the Margin, usually the required amount of margin is set to be equal to applicable percentage as notified and determined by the Broker to the Client of the prevailing market value of Collateral;

"Margin Account" means any margin account, as indicated as such in the Client Information Form, opened by the Client with the Broker for trading of securities with Margin Facility granted by the Broker;

"Margin Facility" means the credit facility provided by the Broker to the Client to facilitate the acquisition of securities and the continued holding of those securities under the Margin Account and for other related purposes;

"Risk Disclosure Statement" means the risk disclosure statement provided by the Broker to the Client before the opening of the Account and/or from time to time in form prescribed by the SFC from time to time with the current version set out in Part IV;

"Secured Obligations" means all money, obligations or liabilities in any currency (together with any accrued interest) falling due, owing or incurred by the Client to the Broker under the Margin Account, or to Broker Group Companies under any other accounts now and in the future, whether actually or contingently, whether solely or jointly with others;

"Securities" means includes (a) items under the definition of securities in Schedule 1 to the SFO; (b) all investment products listed or traded on Exchanges; and (c) any investment products prescribed by the Broker as such;

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

"SFC" means in relation to Hong Kong, The Securities and Futures Commission constituted under the SFO, in relation to any other regions, other statutory bodies performing similar functions as The Securities and Futures Commission and have jurisdiction over the relevant Exchanges;

"SFO" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and any subsidiary legislation made thereunder amended, consolidated or substituted from time to time; and

"Transaction" means the purchase, sale, exchange, disposal of and general dealing (including but not limited to deposit and withdrawal and exercise of call and put options) in securities, the disposition of funds and the drawing and repayment under the Margin Facility on behalf of the Client in connection with this Agreement.

1.2 In this Agreement, words importing the singular shall, where the context permits, include the plural and vice versa and words importing gender or neuter includes both gender and neuter. The expression "person" shall include any firm, partnership, association of persons and body corporate and any such persons acting jointly and the personal representatives or successors in title of any such person. References to "writing" shall include telex, cable and facsimile transmission and texts transmitted through Electronic Media. Headings are for convenience only. Any reference to Clauses or Schedules in the General Terms and Conditions or in the Additional Terms is a reference

to the clauses of or the schedules to the General Terms and Conditions or the Additional Terms respectively, unless otherwise stated.

PART II GENERAL TERMS AND CONDITIONS

1. Compliance with Laws and regulations

1.1 All Transactions shall be subject to this Agreement and, in respect of those Exchanges and/or Clearing Houses where the Transactions are processed, the constitution, rules, regulations, practices, procedures and administrative requirements, as amended from time to time of the relevant Exchange and/or Clearing House (and in particular as regarding Transactions effected on SEHK the rules, regulations, practices, procedures and administrative requirements of SEHK and HKSCC) and to all applicable laws whether imposed on the Client or the Broker, as amended from time to time. All Transactions shall also be subject to the terms of business of dealer or other persons who have been involved in the processing of the Transactions where the Broker deems fit.

1.2 Client whose Transactions are executed in markets other than those organized by SEHK may have a markedly different level and type of protection in relation to those Transactions as compared to the level and type of protection afforded by the rules, regulations, practices, procedures and administrative requirements of SEHK and HKSCC.

1.3 The Client confirms that:

(A) in the event of any conflict between (I) this Agreement and (II) any constitution, rules, regulations, practices, procedures, administrative requirements of the relevant Exchange and/or Clearing House and laws (collectively the "Regulations"), the latter shall prevail;

(B) the Broker may take or omit to take any action it considers fit in order to ensure compliance with the Regulations including without limitation, adjusting any Account, disregarding any unexecuted orders or rescinding any executed Transactions;

(C) the Regulations as are so applicable and all such actions so taken shall be binding upon the Client; and

(D) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client's entering into of this Agreement or the Broker effecting any Transaction in connection with this Agreement.

1.4 This Agreement shall not operate insofar as it removes, excludes or restricts any rights of the Client or obligations of the Broker under the laws of Hong Kong or any other relevant law. If any provisions hereof are or should become inconsistent with any present or future law, rule or regulation of SEHK, HKSCC and/or any Exchange and/or any Clearing House or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects this Agreement shall continue and remain in full force and effect.

2. Dealing

2.1 The Broker shall be authorized but not bound to act on an instruction given by the Client or the Authorized Person (if any) to carry out a Transaction (whether directly or through other dealer or otherwise). The Broker may at any time and from time to time impose any limits including position limits on any Account and the Client agrees not to exceed such limits. If any of the said limits are or will be exceeded, the Broker may decline such an instruction and/or is entitled to close the open position of the Transactions concerned. The Broker may in its absolute discretion refuse to act on any of the instructions received from the Client without giving any reason, in particular for sell order without evidence of sufficient securities, or buy order without evidence of sufficient funds or compliance with the margin requirements (applicable to Margin Account). The Broker is not in any circumstances be liable in any way for any loss of profit or gain, damage, liability or cost or expense suffered or incurred by the Client arising from or in connection with the Broker's refusal to act on such instruction or omitting to notify the Client of such refusal.

2.2 The Broker shall act as an agent of the Client and not as a principal in relation to any Transactions undertaken by the Broker under this Agreement except where the Broker gives notice (in the contract note for the relevant Transaction or otherwise) to the Client to the

contrary.

2.3 The Client shall inform the Broker when a sell order in respect of securities which the Client does not own (that is, involves short selling) and, where required, shall provide the Broker with the assurance in accordance with the SFO.

2.4 Because of physical restraints on any Exchange or the very rapid changes in the prices of securities that frequently take place, there may, on occasions, be a delay in making prices or in dealing. The Broker may not always be able to trade at the prices or rates quoted at any specific time or "at best" or "at market". The Broker shall not be liable for any loss howsoever arising by reason of its failing, or being unable, to comply with the terms of any limit order undertaken on behalf of the Client or under the circumstances contemplated in this Clause. Where the Broker is for any reason whatsoever unable to perform the Client's order in full, it may in its discretion effect partial performance only. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.

2.5 The Client acknowledges that it may not be possible to cancel or amend its instructions once given. The Client agrees to exercise caution before giving any instruction and accept full responsibility for the Transactions partially or fully executed prior to the processing of the Client's cancellation or amendment.

2.6 The Client hereby acknowledges that the Broker and its Associates and their directors, employees and/or their associates may from time to time trade on their own accounts. Furthermore, the Client acknowledges the existence of the Broker's interest, relationship or arrangement that is material in relation to any instruction received or Transaction effected for the Client. In particular, the Broker may, without informing the client:

(A) effect Transactions through its Associate;

(B) (subject to Clause 2.2) effect Transactions with the Client as principal for account of the Broker and its related parties including but not limited to any Broker Group Company or its employees, or directors;

(C) take position opposite to the order of the Client either for its own account or others;

(D) match the Client's orders with those of other clients of the Broker; and/or

(E) combine the Client's order with orders of the Broker or of its Associates or other clients of the Broker for execution,

and neither the Broker nor its related parties shall be obliged to account to the Client or any third party for any profits or benefits received in connection therewith. In event of insufficient securities to satisfy orders so combined as mentioned in the above paragraph (E), the Broker may in its absolute discretion allocate the transactions between clients, the Broker and its Associates, having due regard to market practice and fairness to the concerned clients. The Client acknowledges and accepts that such combination and/or allocation may on some occasions operate to the Client's advantages and on other occasions to the Client's disadvantages.

2.7 All orders shall be made by the Client orally either in person or by telephone, or in writing, delivered by post, by hand or transmitted by facsimile or through Electronic Media (applicable to Account with Electronic Trading Service) at the Client's risk. The Broker may act on such instructions which the Broker believes to come from the Client without any duty to verify the capacity of the person giving the instruction. The Broker shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond the Broker's control, including, without limitation, transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any dealer, Exchange or Clearing House to perform its obligations. The Client hereby confirms and agrees that the Client shall be responsible to the Broker for all engagements, indebtedness and any other obligations made or entered into in the Client's name whether in writing or orally and howsoever communicated and purporting to be given as aforesaid. In addition, in the event of receipt of conflicting instructions, the Broker may refuse to act on any of such instructions until the Broker receives unequivocal instruction(s).

2.8 The Client understands and confirms its agreement that the Broker shall record conversations with the Client whether conducted on the telephone or through any other media or otherwise by tape or electronic means for security, control or record purposes.

2.9 All instructions relating to purchase or sale of securities or otherwise given hereunder which may be executed on more than one Exchange

may be executed on any Exchange the Broker selects. The Broker may also in its discretion direct the instructions of the Client to other dealers for execution without giving any notification to the Client.

2.10 All the trading orders placed by the Client are good for the day and will be automatically cancelled at the close of business of the relevant Exchange to the extent not yet executed unless the Client has indicated to the Broker to the contrary.

2.11 Following execution of the orders of the Client, the Broker will send trade confirmations of the Transactions effected and relevant statements summarizing Transactions and securities and cash positions in the Account subject to Clause 2.7 of Additional Terms for Electronic Trading Services. Such trade confirmations and statements shall be conclusive and binding on the Client if not objected to in writing sent by registered mail to the Broker's office within three business days after transmission of the information contained in such confirmations and statements to the Client. The Broker may not provide the Client with monthly statements in relation to the Account in case during the relevant period there is no transaction or revenue or expense item and no outstanding balance or holding securities position in the Account.

2.12 Subject to the applicable laws and regulations, the Broker may in its absolute discretion determine the priority in the executions of the orders received from its clients, having due regard to the sequence in which such orders were received and the Client shall not have any claim of priority to another client in relation to the execution of any orders received by the Broker.

2.13 If the services provided by the Broker to the Client in relation to derivative products, including options, the Broker shall provide to the Client upon request product specifications and copies of prospectus and any other offering document relating to such products.

2.14 The Client shall make the Client's own independent judgment and decision with respect to each instruction given to the Broker. The Broker is under no liability whatsoever in respect of any information or suggestion given by the Broker or any of its directors, officers, employees or agents irrespective of whether or not such information or suggestion is given at the Client's request.

3. Settlement

3.1 Unless otherwise agreed or the Broker is already holding sufficient cash or securities on the Client's behalf to settle the Transaction, in respect of each Transaction, the Client shall

(A) pay the Broker cleared funds or deliver to the Broker securities in deliverable form; or

(B) otherwise ensure that the Broker has received such funds or securities,

by such time as the Broker has notified (whether verbally or in writing) the Client in relation to the relevant Transaction.

3.2 Unless otherwise agreed, the Client agrees that if the Client fails to make such payment or delivery of securities by the due time as mentioned in Clause 3.1, the Broker is hereby authorized to:

(A) in the case of a purchase transaction, sell the purchased securities; and

(B) in the case of a sale transaction, borrow and/or purchase such securities in order to settle the Transaction.

3.3 The Client hereby acknowledges that the Client shall be responsible to the Broker for any loss, costs, fees and expenses incurred by the Broker in connection with the Client's failure to meet the Client's obligations by the due time as set out in Clause 3.1.

3.4 The Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against client) at such rates and on such other terms as the Broker has notified the client from time to time.

3.5 Without prejudice to any other rights and remedies available to the Broker, the Broker is authorized to dispose of any of the securities or securities collateral (and the Broker shall have the absolute discretion to determine which securities and securities collateral and such quantities are to be disposed of) from time to time received from or held on behalf of the Client in settlement of any liability owed by or on behalf of the Client to the Broker or a third person.

3.6 Without prejudice to the right of the Broker under Clause 7, in respect of any amount in an Account receivable from the Client (including such amount arising from purchase of securities by the Client) and any amount in an Account payable to the Client (including such amount arising from sale of securities by the Client), the Client hereby authorizes the Broker to set-off the aforesaid amounts in the Account

against each other.

3.7 The time for the Client to provide sufficient cash or securities under Clause 3.1 is of the essence and if no time is notified by the Broker or stipulated by the Broker in such notification, the Client is required to provide sufficient cash or securities within one hour (or in a shorter period if so required by the Broker) after (in case of no time is notified) the confirmation of the order for the Transaction or (in case of no time is stipulated in such notification) the time of making such notification. In view of the rapid changing market conditions, the Broker reserves the right to revise, accelerate or shorten the time for provision of cash or securities which was previously notified to the Client and the Client shall comply with such latest time limit with immediate effect. In addition to the rights set out in Clause 3.2, in case of any breach of settlement obligations in Clause 3.1, the Broker is entitled to treat such breach as an Event of Default and to exercise any of the rights set out in Clause 6.

4. Money in the account(s)

4.1 The money of the Client in the Account, after discharging all the indebtedness of the Client owing to the Broker, shall be treated and dealt with in compliance with the provisions of the SFO. The money of Client, after discharging all the indebtedness of the Client owing to the Broker (including without limitation for settlement of Transactions), which is received and held by the Broker on behalf of the Client in Hong Kong shall be deposited with a segregated account which is designated as a trust account or client account and maintained by the Broker in Hong Kong with an authorized financial institution or any other person approved by the SFC for such purpose. The Broker may pay the money of the Client out of the segregated account in accordance with a standing authority pursuant to the SFO.

4.2 For so long as there exists any indebtedness to the Broker on the part of the Client, the Broker may refuse any withdrawal of money in the Account and the Client shall not without consent of the Broker withdraw any such money.

4.3 The Broker may pay to the Client interest accrued on any money of the Client in the Account at a rate as [may be determined by the Broker from time to time] at its absolute discretion taking account of prevailing market rates. The latest client fund interest rate will be updated on the broker's website (www.yawkai.com.hk).

5. Charges, Costs and Expenses

5.1 The Client agrees to pay to the Broker all commissions, brokerage or other remuneration payable on all Transactions (including those pursuant to Clause 6) at the rates established from time to time by the Broker. The Client also agrees to reimburse the Broker on a full indemnity basis for all applicable levies (including but not limited to levies imposed by the Exchanges, Clearing Houses and the SFC), fees, stamp duties, expenses and other charges in respect of or in connection with the Transactions. Commissions and brokerage are subject to change from time to time and can be ascertained by contacting the Broker. The Broker may impose additional charges for special services furnished at the request of the Client.

5.2 In addition to the charges payable under Clause 5.1, the Client agrees to pay the Broker the following:

(A) all subscription, service and usage fees are payable in advance in the manner as prescribed by the Broker and such fees are non-refundable;

(B) any fee/levies charges by Exchanges or other authorities,

(C) any other reasonable fees and charges imposed by the Broker from time to time for services and facilities rendered to the Client; and

(D) interest on all outstanding sums at such rate and at such mode as the Broker shall determine,

and the Broker may at its discretion vary the rate of such fees and subscription at any time and from time to time without notice.

5.3 The Client acknowledges:

(A) that every purchase or sale recorded on the stock market operated by SEHK or notified to the SEHK is subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO and the cost of each such charge and levy attributable to the Client shall be borne by the Client; and

(B) that in the case of a default committed by the Broker or its associated persons in connection with securities listed or traded on a recognized stock market (including SEHK) as defined under SFO and the Client having suffered pecuniary loss thereby, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation Limits) Rules and accordingly that there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part, or at all. For Transactions which are effected in an exchange other than a recognized stock market (as defined under the SFO), the Client hereby acknowledges and accepts that the valid claims in event of any default on the part of the Broker or its associated person will be subject to the rules in the relevant market.

5.4 The Client hereby agrees to the imposition upon its Account or Accounts from time to time as the Broker may determine, of a minimum charge in respect of Accounts that maintain only average credit balances of less than such minimum amount as the Broker may from time to time determine.

5.5 The Client agrees that the Broker is entitled to solicit, accept and retain for the Broker's own benefit any rebate, brokerage, commission, fee benefit, discount and/or other advantage from any Transaction effected by the Broker. The Broker may also offer at its absolute discretion any benefit or advantage to any person in connection with such Transaction.

6. Default

6.1 The following shall constitute events of default (the "Events of Default") :

(A) the Client's failure to provide sufficient cash or securities under Clause 3.1 to fulfil settlement obligations of any Transaction;

(B) the Client's failure to provide sufficient Collateral within the time limit upon call from the Broker (applicable to Margin Account), deposits, purchase consideration or any other sums payable to the Broker, to submit documents or to deliver securities to the Broker hereunder when called upon to do so or on due date;

(C) (for Client being an individual) the death of the Client or the Client becoming incapacitated from due performance of the terms and conditions of the Agreement;

(D) the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other analogous proceedings, or the appointment of a receiver, in respect of the Client;

(E) the levying of an attachment against any Account;

(F) default by the Client in the due performance or observance of any of the terms and conditions of this Agreement;

(G) any representation or warranty made in or in pursuance of this Agreement or in any certificate, statement or other document delivered to the Broker being or becoming incorrect in any material respect;

(H) any of the consents, authorizations, approvals, licenses, or board resolutions required by the Client to enter into this Agreement being modified in a manner unacceptable to the Broker or being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect;

(I) the continued performance of this Agreement becomes illegal or claim by any government authority to be illegal;

(J) the Client being in breach, voluntary or otherwise, of any of the conditions contained herein or of the constitutions, rules and regulations of any Exchange or Clearing House;

(K) material adverse change in the financial position of the Client; and

(L) the occurrence of any event which, in the Broker's sole discretion, the Broker feels shall or might put in jeopardy the Broker's rights conferred under this Agreement.

6.2 Without prejudice to any other right or remedy which the Broker may have, if any one or more Events of Default occur, the Broker shall be authorized, in its absolute discretion, to take one or more of the following actions no matter separately, successively or concurrently (but shall not be bound to take any such action):

(A) cover any short position in the Account through purchase of securities on the relevant Exchange and subject to Clauses 3.1 and 3.2 and/or liquidate any or all of the Collateral;

(B) cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Client and/or decline to take any orders from the Client;

(C) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of the Broker as security for the Account(s);

(D) set-off, combine, consolidate, realise and/or sell all or any of the accounts maintained by the Client with the Broker and any Broker Group Company (including any money or client securities or Collateral or other properties under such accounts);

(E) close out without recourse any or all open positions under the Account;

(F) borrow or buy in any property whatsoever found necessary by the Broker or required to make delivery against any sale (including a short sale) effected for the Client;

(G) exercise any of its rights under this Agreement; and/or

(H) terminate this Agreement forthwith,

provided always that a prior tender, demand for any Collateral or deposit or call of any kind from the Broker, or prior or outstanding demand or call from the Broker, or notice of the time and place of a sale or purchase shall not be considered a waiver of any of the Broker's rights granted by this Agreement.

6.3 In the event of sale of any client securities or the Collateral or liquidation of the Accounts in Clauses 6 or 7 or Clause 2 of the Additional Terms for Margin Account, the Broker shall not be responsible for any loss occasioned thereby howsoever arising if the Broker has already used reasonable endeavours to sell or dispose of any of client securities and the Collateral and/or close out or liquidate any outstanding position in the Account under the prevailing market conditions. The Broker is also entitled to keep for itself or sell or dispose of the securities or any part thereof at the available market price to any person at its discretion without any responsibility for any loss occasioned or being accountable for any profit made by the Broker and/or any of its Associates.

6.4 After deducting all costs and expenses incurred in connection with taking any action referred to in Clause 6.2, the Broker may apply any remaining proceeds to the payment of any liabilities the Client may have to the Broker; and in the event such proceeds are insufficient for the payment of liabilities the Client shall promptly upon demand and notwithstanding that the time originally stipulated for settlement may not then have arrived pay to the Broker and indemnify and hold the Broker harmless against any differences or deficiencies arising therefrom or in any Account, together with interest thereon and all professional costs (including solicitor's and counsel's fees on a full indemnity basis should the Broker in its absolute discretion refer the matter to legal advisers) and/or expenses incurred by the Broker in connection with the enforcement of any outstanding position in the Account which shall be for the account of the Client and properly deductible by the Broker from any funds of the Client in its possession.

6.5 Without prejudice to Clause 6.4, the Broker may place any of the proceeds obtained from performing any actions in Clause 6.2 to the credit of a suspense account with a view to preserve the rights of the Broker to prove for the whole of the Broker's claim against the Client in the event of any proceedings in or analogous to bankruptcy, liquidation or arrangement for so long as the Broker in its absolute discretion determines without any obligation to apply the same or any part thereof in or towards discharge of any debts or liabilities due to or incurred by the Client to the Broker.

6.6 The Client acknowledges that the rights the Broker is entitled to exercise under this Clause 6 are reasonable and necessary for its protection having regard to the nature of the securities and margin trading, in particular the volatility in the prices ofsecurities.

7. Lien and Set Off

7.1 In addition to and without prejudice to any general liens, right of set- off or other similar rights to which the Broker is entitled under law or this Agreement, all securities, receivables, money (in any currency) and other property of the Client (held by the Client individually or

jointly with others) held by or in possession of the Broker at any time shall be subject to a general lien in favour of the Broker as continuing security to offset and discharge all of the Client's obligations, arising from the Transactions or otherwise, to the Broker and any of its Associates.

7.2 In the event that the Client has more than one account (of any nature whatsoever including accounts of other clients guaranteed by the Client and whether in single or joint names) maintained with the Broker or any of its Associates , in addition to and without prejudice to any general liens or similar rights, the Broker may by itself or as agent of any of its Associates at any time, and without notice to the Client, combine or consolidate all or any of them and set-off or transfer any monies or any other properties standing to the credit of any one or more of them in or towards satisfaction of any of the liabilities to the Broker or its Associates of the Client on any such accounts or in any other respect, including liabilities under facilities or accommodation for any unexpired fixed term or in respect of dealings in securities or under guarantees or indemnities or any other instruments whatsoever given or assumed by the Broker at the Client's request, whether such liabilities are present or future, actual or contingent, primary or collateral and joint or several.

7.3 Where any such set-off or combination requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange (as determined by the Broker and binding in all respects upon the Client) utilized by the Broker in the Broker's normal course of business for such currencies at the time of the combination or set-off.

7.4 The right of set off in this Clause 7 is a continuing security and is in addition and without prejudice to any security interest the Broker may now or hereafter hold. In respect of any payments to set off any liabilities or obligations of the Client to any of its Associates, the Broker shall not be concerned with whether or not such liabilities or obligations exist provided demand has been made on the Broker by any of its Associates.

7.5 Nothing herein shall restrict the operation of any general lien or other rights or lien whatsoever which the Broker may have, whether by law or otherwise, and the rights of set-off hereby conferred are in addition and without prejudice to any general right of set off arising by law or rights granted to the Broker by Clause 6 or 7 or any lien, guarantee, bill, note, mortgage or other security now or hereafter held by the Broker.

8. Assignment and Succession

8.1 The Client shall not assign any rights or obligations under this Agreement without prior consent of the Broker.

8.2 Subject to the provisions of the SFO and any applicable law, the Broker may assign any rights or obligations under this Agreement to another person after written notice to the Client.

8.3 All the provisions of this Agreement shall survive any changes or successions in the Broker's business and shall be binding, where the Client is a corporation upon its successors, where the Client is a partnership upon the partners and their personal representatives, and where the Client is an individual upon his personal representatives.

9. No Waiver

The Client acknowledges that no act, omission to act or forbearance by the Broker or any of its employees, servants or agents shall be, or be deemed to be, a waiver by the Broker of any rights against the Client or against Collateral, or any assets of the Client on hand with the Broker.

10. Liabilities and Indemnity

10.1 Neither the Broker and any of its Associates nor its directors, employees, agents or representatives (the "Relevant Persons") shall under any circumstances whatsoever be liable to the Client (whether under contract, in negligence or otherwise) in the absence of bad faith or wilful default of or by the Relevant Persons in respect of any loss, damage, injury sustained or liability incurred by the Client by reason of:

(A) any act, advice, statement (express or implied), default or omission of the Relevant Persons, whether such loss, damage, injury or liability be caused by breach or otherwise by the Relevant Persons or howsoever caused; or

(B) any conditions or circumstances which are beyond the reasonable control or anticipation of the Relevant Persons including but not

limited to any delay in transmission of orders due to whatsoever reason, failure of electronic or mechanical equipment, telephone or other interconnection problems, unauthorized use of Access Code, prevailing fast moving market conditions, governmental agency or exchange actions, theft, war, severe weather, earthquakes and strikes; or

(C) the Broker exercising any of its rights conferred by the terms of this Agreement.

10.2 The Client agrees to indemnify the Relevant Persons against and hold the Relevant Persons harmless from all expenses, liabilities, claims and demands arising out of the following, in the absence of bad faith or wilful default of or by the Relevant Persons:

(A) anything lawfully done or omitted to be done by the Relevant Persons in connection with this Agreement; or

(B) any breach by the Client of its obligations under this Agreement.

11. Warranties and Undertakings

11.1 The Client hereby undertakes, continuing basis that:

(A) the information given by the Client, or on the Client's behalf, to the Broker in the Client Information Form or otherwise in connection with the opening of any Account is true, full and complete and the Broker shall be entitled to rely on such information until the Broker receives written notice from the Client of any changes thereto;

(B) it has the authority and capacity to enter into and execute this Agreement and no one except the Client (unless otherwise disclosed to the Broker pursuant to Clause 13) has an interest in the Account(s);

(C) save as disclosed by the Client to the Broker pursuant to Clause 13 with the consent given by the Broker:

(I) the Client enters this Agreement as a principal and is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the person(s) signing this Agreements as the Client has or will have any beneficial interest in this Agreement; and

(II) the Client is the ultimate beneficiary of the Account and the person ultimately responsible for originating instruction about Transactions;

(D) this Agreement and its performance and the obligations contained in it do not and will not contravene any applicable laws and regulations, contravene any provisions of the memorandum and articles or bye-laws (for corporate client), or constitute a breach or default under any agreement or arrangement by the Client is bound;

(E) subject to any security interest of any of the Broker's Associates and the information disclosed to the Broker, all properties including but not limited to securities provided by the Client for selling or crediting into the Account(s) are fully paid with valid and good title and whose legal and beneficial titles are owned by the Client and the Client will not charge, pledge or allow to subsist any charge or pledge or grant any option over such properties without the Broker's prior consent;

(F) the Client has received, read and understood the contents of the Risk Disclosure Statement and the Client has sufficient experience to assess the suitability of the Transactions contemplated under this Agreement;

(G) where the Client or any one of them is a body corporate (in respect of such person):-

(I) 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 on business;

(II) this Agreement has been validly authorized by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;

(III) the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to the Broker are true and accurate and still in force; and

(IV) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up the Client;

(H) where the Client or any one of them is an individual, the Client is legally capable of validly entering into and performing this Agreement and is of sound mind and legal competence and is not a bankrupt; and

(I) where the Client is a partnership and business is carried on under a firm's name, this Agreement shall continue to be valid and binding for all purposes notwithstanding any change in the partnership or constitution of the firm by the introduction of a new partner or by the death, insanity or bankruptcy or a retirement of any partner for the time being carrying on the business of or constituting the firm or otherwise.

11.2 The Client undertakes to notify the Broker immediately upon the occurrence of any material changes in the information supplied in this Agreement and/or the Client Information Form. In particular, the Client agrees to inform the Broker of any change in contact information (including address and telephone number) upon occurrence of such changes. In event that in exercising its rights or discharging its duties under this Agreement, the Broker cannot communicate with the Client using the latest contact details provided by the Client for over a period of seven (7) days, the Client agrees that this provides sufficient evidence of material breach of the Agreement by the Client which constitutes an Event of Default under Clause 6.1(G).

11.3 The Broker will notify the Client of any material change to: (a) the name and address of its business; (b) its registration status with the SFC and its CE number; (c) the description of the nature of services provided by it; or (d) the description of the remuneration payable to the Broker and the basis for such payment.

12. Information given to client

12.1 The Broker may provide financial market data, quotes, news, research or other information, including graphic images (collectively, the "**Information**"), to Client by means of hardcopy, conversation, Electronic Media, website operated by the Broker or otherwise (no matter in writing or verbally). The Client acknowledges that the rights in the Information are the property of the Broker Group, the information providers or the licensors (the "**Information Providers**") and are protected by applicable copyright and other intellectual property laws and the Client is allowed to use the Information on the agreement of not engaging in any actions which may infringe the rights of the Information Providers.

12.2 The Client acknowledges that none of the Information Providers makes any representation or warranty of any kind (including but not limited to warranties of merchantability or fitness for any particular use) and does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of the Information. In particular owing to market volatility and possible delay in data-transmission process, the market data containing in the Information may not be real-time market quotes for the relevant products. Whist the Broker believes such data to be reliable, it has no independent basis to verify the accuracy or completeness of the Information provided. No recommendation or endorsement from the Broker shall be inferred from such data.

12.3 The Client acknowledges that the Information is provided for informational purpose only and should not be used as a basis for making business, investment or any kind of decision and the Information Providers do not accept any responsibility or liability for any loss or damage howsoever arising from any person acting or refraining from acting in reliance on the Information.

12.4 If we [the broker] solicit the sale of or recommend any financial product to you [the client], the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

13. Disclosure of information about client

13.1 Subject to the provisions of this Agreement, the Broker will keep the information relating to the Accounts confidential. The Client acknowledges that there are laws, rules and regulations of the relevant markets and Exchanges which contain provisions requiring the Broker upon the request of SEHK, the SFC and/or any other regulator in Hong Kong (collectively, "relevant regulators") having jurisdiction over the Transactions, to disclose details of the Transactions, the name of the Client, beneficial identity of the Transactions and such other information concerning the Client as any such relevant regulators may require and that the Client agrees to provide such information

concerning the Client as the Broker may require in order for the Broker to comply with the requirements.

13.2 Without limiting the disclosure to anything provided in Clause 13.1, the Client hereby irrevocably authorizes the Broker and any of its Associates, without further notice and consent from the Client, to disclose to any person information, reports, records or documents pertaining to the Account together with such other information as may be required or the Broker may deem appropriate and to produce computerized record or other document relating to the Client and the Account if that disclosure is required by the relevant regulators for the purpose of assisting them with any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if the disclosure is in the public interest or in the Broker's or the Client's interest or is made with the Client's expressed or implied consent.

13.3 The Client further agrees that the Broker may, whether during the continuance or after the termination of this Agreement, without notice to the Client, disclose any information relating to the Client and the Account(s) to any other Broker Group Company, or to any assignee of any of the rights or obligations of the Broker under this Agreement.

13.4 The Client shall provide the information about the identity, address and contact details ("identity details") of the persons or entities which

(A) are the Client,

(B) are ultimately responsible for originating the instructions in relation to the Transactions, or

(C) stand to gain the commercial or economic benefit of the transactions and/or bear its commercial or economic risk;

or such other information concerning the Client as any relevant regulator may require in order for the Broker to comply with the applicable laws and regulations and the Client authorizes the Broker to provide such information about the Client to such relevant regulator without further consent from or notification to the Client.

13.5 Without prejudice to Clause 13.4, if the Client effects transactions for the account of its clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of the Client, the Client agrees that, in relation to a transaction where the Broker has received an enquiry from the relevant regulators, the following provisions shall apply:

(A) Subject to as provided below, the Client shall, immediately upon request by the Broker, inform the relevant regulators of the identity details of the client for whose account the transaction was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the relevant regulators of the identity details of any third party (if different from the client/the ultimate beneficiary) originating the transaction.

(B) If the Client effects the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall

(I) immediately upon request by the Broker, inform the relevant regulators of the identity details of the person(s) who, on behalf of the scheme, account or trust, has instructed the Client to effect the transaction; or

(II) as soon as practicable, inform the Broker when its discretion to invest on behalf of the scheme, account or trust has been overridden, and the Client shall immediately upon request by the Broker, inform the relevant regulators of the identity details of the person who has given the instruction.

(C) If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction, the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Broker when its discretion to invest on behalf of the beneficiaries of such scheme, account or trust has been overridden and immediately upon request by the Broker, inform the relevant regulators of the identity details of the person who has given the instruction in relation to the relevant transaction.

(D) If the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity details of any underlying client for whom the transaction is effected, the Client confirms that:

(I) the Client has legally binding arrangements in place with its client which entitle the Client to obtain the information set out in Clauses 13.5(A), (B) and/or (C) from its client immediately upon request or procure that it be so obtained; and

(II) the Client will, upon request from the Broker in relation to a transaction, promptly request the information set out in Clauses 13.5(A), (B) and/or (C) from its client on whose instructions the transaction is effected, and provide the information to the relevant regulators as soon as it is received from its client or procure that it be so provided.

13.6 The Client hereby agrees that the Broker shall not be in any way liable for any consequences arising out of any disclosure made under this Clause 13.

13.7 The Client understands that the Client has supplied or may from time to time supply to the Broker or any of its Associates personal data about the Client (the "Personal Data"), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong), in connection with the opening or maintenance of any Account(s) or the provision of services to the Client by the Broker or any of its Associates. The Client acknowledges that the Client is not required to provide any Personal Data to the Broker and any of its Associates unless the Client chooses to do so. However, if the Client fails to supply any such Personal Data, the Broker may not be able to open or maintain an Account(s) for the Client and/or provide the Client with any services.

13.8 The Client acknowledges that the Client has read the Data Privacy Policy of the Broker and agreed to the terms in it.

13.9 The terms contained in this Clause 13 shall continue in effect notwithstanding the termination of the Agreement.

14. Transactions conducted in foreign Currency

In the event that any Transaction effected by the Broker on behalf of the Client involves conversion of a foreign currency (i.e. currency other than Hong Kong Dollars), the Client agrees that:

(A) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Client's account and risk; and

(B) any conversion from one currency to another required to be made for performing any action or step taken by the Broker under this Agreement may be effected in such manner and at such time as it may in its absolute discretion decide.

15. Amendments

15.1 To the extent permitted by law, the Broker may from time to time amend or supplement (whether by the addition of schedules to this Agreement or otherwise) any of the terms and conditions of this Agreement by notifying the Client in accordance with Clause 17. If the Client does not accept the same, the Client may terminate this Agreement by notifying the Broker in writing within seven (7) business days from the Client's receipt or deemed receipt of the notice in accordance with Clause 17. If the Client does not terminate this Agreement within such time or if the Client continues to operate the Account after receipt or deemed receipt of notice of the amendment or supplement, the Client shall be deemed to have accepted such amendment or supplement and shall continue to be bound by this Agreement as so amended or supplemented.

15.2 Subject to Clause 15.1, no provision of this Agreement may be amended or supplemented unless agreed to in writing signed by the Broker's authorized representative(s).

16. Joint client

16.1 Where the Client consists of more than one person:

(A) the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any one of them;

(B) the Broker is entitled to, but shall not be obliged to, act on instructions or requests from any of them;

(C) any notice, payment or delivery by the Broker to any one of the Client shall be a full and discharge of the Broker's obligations to notify, pay or deliver under this Agreement; and

(D) the Broker is entitled to deal separately with any one of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.

Notwithstanding the above paragraph (B) and any agreement between any person of the Client with the Broker, the Broker reserves the right to demand all the persons of the Client to give instructions or requests in writing or in any such other manner determined by the Broker before the Broker's accepting or acting on such instructions.

16.2 Where the Client consists of more than one person, on the death of any of such persons (being survived by any other such persons), the death of one person does not operate to terminate this Agreement automatically unless terminated in according to other provisions of this Agreement but such death constitutes an Event of Default (Clause 6.1(C)) and the interest in the Account of the deceased will thereupon vest in and ensure for the benefit of the surviving person(s) of the Client provided any liabilities incurred by the deceased person of the Client shall be enforceable by the Broker against such deceased person's estate.

17. Notices

17.1 In the event of the Broker being required to give any reports, written confirmations, notice to, or make any demand or request of the Client or otherwise being obliged to contact the Client in connection with this Agreement notice (including any demand for any outstanding indebtedness, Margin or Collateral) may be personally delivered, transmitted by post, telex or facsimile or by telephone or through Electronic Media in each case to the address or telex, facsimile, telephone numbers or email address set out in the Client Information Form or otherwise as notified to the Broker in writing from time to time.

17.2 Notices to be delivered by the Client to the Broker may be personally delivered, transmitted by post, telex or facsimile or by telephone in each case to the address or telex, facsimile or telephone numbers set out in this Agreement or otherwise as notified by the Broker from time to time.

17.3 All notices and other communications shall be deemed to be given at the time of transmission if delivered personally, by telex, facsimile or telephone or through Electronic Media or two days after the date of posting if transmitted by mail whichever shall be the first to occur; provided that any notice or other communication to be given to the Broker shall be effective only when received by the Broker.

18. Termination

18.1 Without prejudice to Clauses 6 and 15 and Clause 4.8 of the Additional Terms for Margin Account, the Broker and the Client may terminate this Agreement by giving to the other written notice. This does not affect the undertakings and indemnities given by and obligations of the Client under this Agreement (including but not limited to Clauses 10, 11, 12 and 13) and any rights and obligations under this Agreement outstanding as of the date of termination, all of which shall survive the termination. Without prejudice to the forgoing, any termination shall not affect the rights or liabilities of either party arising out of or in connection with any Transactions entered into before the time of termination, including as to Margin, until all such contracts have been closed out or settlement and/or delivery has been effected and all such liabilities fully discharged.

18.2 Notwithstanding Clause 18.1, the Client has no right to terminate this Agreement if the Client has sums owing to the Broker, open position or any other outstanding liabilities or obligations.

19. General

19.1 This Agreement sets forth the entire agreement and understanding between the parties hereto as to the matters set out herein and the opening, maintenance and operations of the Account(s), and supersedes all previous representations, agreements, understandings, whether oral or written or otherwise, between them.

19.2 In the event of any difference in the interpretation or meaning between the Chinese and English version of this Agreement, the Customer and the Broker agree that the English version shall prevail. The Chinese translation of this Agreement is available at www.yawkai.com.hk.

19.3 In case of any conflict between any terms in Part II - General Terms and Conditions and any terms in Part III - Additional Terms Applicable to Respective Accounts and Services, the provision of the latter shall prevail.

19.4 Time shall in all respects be of the essence in the performance of all the Client's obligations under or in connection with this Agreement, in particular for the Client's obligation in providing adequate Collateral to the Broker within the prescribed time limit.

19.5 Except where the Broker is given express written instructions to the contrary, in accordance with the terms of this Agreement, it may make payment of any amounts owing to the Client by crediting the same to the Account, details of which are specified in this Agreement. Payment to such Account shall constitute payments to the Client for all purposes.

19.6 All sums payable by the Client in connection with this Agreement shall be exclusive of all taxes, duties or other charges of similar nature. If any tax, duty or other charge of similar nature is required by law to be withheld from such payments, the amount payable by the Client shall be increased to the extent necessary to ensure that, after the making of any withholding, the Broker receives on the due date a net sum equal to what it would have received and retained had no deduction been made.

19.7 Any provision in this Agreement which is invalid for any reason in any jurisdiction shall be ineffective to the extent of such invalidity and shall be severed from this Agreement in that jurisdiction without affecting the validity of the remaining provisions of this Agreement in that jurisdiction or affecting validity of such provision in any other jurisdiction.

19.8 The Client hereby declares that he has read this Agreement in the language of the Client's choice of English or Chinese and that the Client understands and agrees to be bound by the terms of this Agreement.

19.9 The Client hereby irrevocably appoints the Broker with full power and authority as the Client's attorney, to the fullest extent permitted by law, to act for and on behalf of the Client for the purpose of carrying out the provisions of this Agreement and taking any action and executing any document or instrument in the name of the Client or the Broker which the Broker may deem necessary or desirable to accomplish the purposes of this Agreement, including (without limitation), in particular for an Account being a Margin Account:

(A) to execute any transfer or assurance in respect of any of the Collateral;

(B) to perfect the Broker's title to any of the Collateral;

(C) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Collateral;

(D) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Collateral; and

(E) generally to file any claims or take any lawful action or institute any proceedings which the Broker considers to be necessary or advisable to protect the security created under the Agreement.

20. Disputes and Governing Law

20.1 This Agreement and its enforcement shall be governed by the laws of Hong Kong and its provisions shall be continuous, shall cover individually and collectively all Accounts which the Client may open or re-open with the Broker, and shall inure to the benefit of, and bind the Broker, the Broker's successors and assigns, whether by merger, consolidation or otherwise as well as heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client.

20.2 Any dispute arising under or in connection with this Agreement is to be settled by arbitration or by court proceedings in the Broker's absolute discretion which shall be binding absolutely on the Client.

20.3 Any dispute which, in the Broker's discretion, is referred to arbitration shall be settled at the Hong Kong International Arbitration Centre conducted in Hong Kong according to the securities arbitration rules of the Hong Kong International Arbitration Centre. The Client hereby expressly agrees to accept the finding of any such arbitration as absolute and final.

20.4 By execution and delivery of this Agreement the Client hereby irrevocably submits to and accepts unconditionally the non- exclusive jurisdiction of the courts of Hong Kong. In the event of any legal proceedings being brought in the courts of Hong Kong this Agreement shall in all respects be governed by and construed in accordance with the laws of Hong Kong PROVIDED ALWAYS THAT the Broker shall have the right to proceed against the Client in any other court which has jurisdiction over the Client or any of the Client's assets and the Client hereby submits to the non-exclusive jurisdiction of such courts.

21. FATCA COMPLIANCE

21.1 The Client hereby agrees and consents that the Broker, Yaw Kai Financial Group Limited and their agents and service providers may collect, store and process information obtained from the Client or otherwise in connection with this Agreement for the purposes of complying with FATCA and/or other applicable law, including disclosures between the Broker and any of them and to the governmental authorities of the United States of America, Hong Kong and/or other jurisdictions. To the extent permitted by law, Client hereby waives any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent compliance by the Broker, Yaw Kai Financial Group Limited and their agents and service providers with FATCA and/or other applicable law. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. The Client shall ensure that, before the Client or anyone on its behalf discloses information relating to any third party to the Broker, Yaw Kai Financial Group Limited or their agents or service providers in connection with this Agreement or that third party has been provided with such information and has given such consents or waivers as are necessary to allow the Broker, Yaw Kai Financial Group Limited and their agents and service providers to collect, store, process and disclose his, her or its information as described in this Clause 21.

21.2 The Client shall upon request by the Broker confirm to the Broker: (A) whether the Client is a person who is entitled to receive payments free from any deduction or withholding as required by FATCA (the "FATCA Exempt Person"); and (B) supply to the Broker such forms, documentation and other information relating to the Client's status under FATCA (including its applicable passthru rate or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) asthe Broker reasonably requests for the purposes of that the Broker's compliance with FATCA (and the compliance of any of Yaw Kai Financial Group Limited).

21.3 If the Client confirm to the Broker pursuant to the above that the Client is a FATCA Exempt Party and the Client subsequently becomes aware that the Client is not, or has ceased to be a FATCA Exempt Party, the Client shall notify the Broker as soon as reasonably practicable. 21.4 If the Client fails to confirm its status or to supply forms, documentation or other information requested in accordance with Clause 21.2 (including, for avoidance of doubt, where Clause 21.3 applies), then: (A) If the Client fails to confirm whether the Client is (and/or remains) a FATCA Exempt Party then the Client will be treated as if the Client is not a FATCA Exempt Party; and (B) If the Client fails to confirm its applicable passthru rate then the Client will be treated as if its applicable passthru rate is 100%, until such time as the Client provides the Broker the requested confirmation, forms, documentation or other information.

21.5 If the Broker is required pursuant to FATCA or otherwise by law to withhold or deduct any FATCA withholding taxes (including any penalties or interest payable in connection with any failure to pay or any delay in paying any such taxes) on any payments to the Client, the Broker may deduct such taxes and the Broker will not be required to increase any payment in respect of which the Broker makes such withholding. The Client shall be treated for all purposes of this Agreement as if the Client had received the full amount of the payment, without any deduction or withholding. The Client shall provide the Broker such additional documentation reasonably requested by the Broker to determine the amount to deduct and withhold from such payment.

PART III ADDITIONAL TERMS APPLICABLE TO RESPECTIVE ACCOUNTS AND SERVICES

Schedule A - Additional Terms for Cash Account

1. Application of the additional terms

1.1 The provisions in these Additional Terms for Cash Account apply to Cash Accounts only.

1.2 The Client shall open and maintain a Cash Account with the Broker subject to the General Terms and Conditions and these Additional Terms for Cash Account and the Additional Terms for Electronic Trading Service (if applicable) and the Additional Terms for New Listing of Securities (if applicable).

2. Securities in the account

2.1 The securities of the Client in the Account shall be treated and dealt with in compliance with the provisions of the SFO. In particular, the securities which are listed or traded on a recognized market as defined under the SFO (including the market operated by SEHK) or interests in an authorized collective investment scheme (as defined in the SFO) and are received or held in Hong Kong by the Broker ("Local Securities") shall be:

(A) deposited in safe custody in a segregated account which is designated as a trust account or client account and maintained by the Broker in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities; or

(B) registered in the name of the Client.

2.2 In respect of any securities of the Client other than Local Securities ("Overseas Securities") held for safekeeping by any other party engaged by the Broker on the Client's behalf, the Client hereby authorizes the Broker to instruct the relevant party on behalf of the Client to deposit such Overseas Securities in the safe custody of that party or its custodian or with any other institution in the relevant jurisdiction where the relevant Transaction was effected which provides facilities for the safe custody of documents.

2.3 Any securities held by the Broker on behalf of the Client in the manner mentioned in Clauses 2.1 and 2.2 or otherwise shall be at the sole risk of the Client and the Broker has no obligation to insure the Client against any kind of risk. The Broker shall not be responsible for any losses, costs, damages, interests and charges arising from or in connection with such engagement or custody under the aforesaid clauses, including without limitation any losses arising from fraud or negligence of the party so engaged.

2.4 For any securities of the Client deposited with the Broker not registered in the name of the Client, any dividend, distribution or benefits accrued in respect of such securities which are received by the Broker shall be credited to the Account (or payment made to the Client as may be agreed) subject to a reasonable administration fee charged by the Broker. For any securities forming part of a larger holding of identical securities which are held by the Broker for the Client and other persons, the Client is entitled to the same share of the benefits arising on the holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by the Broker. The Broker shall not be responsible for any failure in making such distribution of any party which holds securities of the Client for safekeeping. The Broker may also exercise voting right on behalf of the Client with respect to such securities upon prior specific instruction received by the Broker from the Client.

2.5 Securities purchased for the Client will be delivered to the Client (or as the Client may direct) PROVIDED THAT such securities are fully paid and are not subject to any lien, and/or are not held as collateral by the Broker or any Broker Group Company.

2.6 The Broker is not obliged to return the securities originally delivered or deposited by the Client but may return securities of the same class, denominations and nominal amount and ranking to the Client.

2.7 Without prejudice to any other rights and remedies available to the Broker, the Broker is authorized to dispose of any of the securities from time to time received from or held on behalf of the Client in settlement of any liability owed by the Client or on the Client's behalf to the Broker or a third person.

2.8 Except as provided in Clause 2.7 of the Additional Terms for Cash Account or Clauses 3.2, 6.2 and 7 of the General Terms and Conditions or permitted under the SFO, the Broker shall not without the Client's oral or written direction or standing authority deposit, transfer, lend, pledge, re-pledge or otherwise deal with any securities of the Client.

2.9 Subject to the provisions of the SFO, the Client agrees that the Broker is entitled to retain for its own benefit and not accountable to the Client for any fee, income, rebate or other benefits resulting from any lending or deposit of the securities of the Client with any third party for any purpose by the Broker.

Schedule B - Additional Terms for Margin Account

1. Application of the additional terms

1.1 All provisions in these Additional Terms for Margin Account apply to Margin Accounts.

1.2 The Client shall open and maintain a Margin Account with the Broker subject to the General Terms and Conditions and these Additional Terms for Margin Account and the Additional Terms for Electronic Trading Service (if applicable) and the Additional Terms for New Listing of Securities (if applicable).

2. Margin facility

2.1 The Margin Facility is extended by the Broker to the Client for financing the trading of securities in Margin Account on the Additional Terms for Margin Accounts and any other terms and conditions which may be indicated by the Broker to the Client from time to time.

2.2 The Broker is authorized by the Client to draw on the Margin Facility to settle any amounts due to the Broker in respect of purchase of securities and to finance continued holding of securities, the payment of commission, interest and any other expenses incidental to the operation of the Margin Account and any other sums owing to the Broker and the Broker Group Companies. The Margin Facility is repayable on demand and the Broker may, in its absolute discretion, vary the terms in this Clause 2 or terminate the Margin Facility at any time it thinks fit. The Broker is not obliged in any way to provide financial accommodation to the Client. For the avoidance of doubt, if a debit balance arises in any Margin Account, the Broker shall not be, nor shall the Broker be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact that the Broker permits a debit balance to arise in any Margin Account so debited shall not imply any obligation on the part of the Broker to advance monies or incur any obligation on the Client's behalf on any subsequent occasion, but without prejudice to the obligations of the Client in respect of any debit balance which the Broker does permit to arise.

2.3 The Client shall provide and maintain adequate Collateral and provide such additional Collateral in the manner and within the time limit specified by the Broker for the compliance with the margin requirements set by the Broker. The Broker in its absolute discretion determines the amount, type and form, manner of delivery, calculation basis of permissible value and timing of the delivery of the required Collateral. The Broker may change the margin requirements at any time in its absolute discretion without prior notice to the Client. Any failure of the Client in providing the required Collateral in Clauses 2.3 or 2.4 or 2.5, constitutes an Event of Default and the Broker is entitled to dispose of any of the Collateral without prior notice to the Client.

2.4 The time for provision of Collateral and for payment of margin deposit is of the essence and if no time is stipulated by the Broker in making a demand for Collateral or margin deposit, the Client is required to comply with such demand within one hour from the time of making such demand (or in a shorter period if so required by the Broker). The Client also agrees to pay immediately in full on demand any amount owing under the Margin Facility. All initial and subsequent payments for margin deposits shall be made in cleared funds and in such currency and in such amounts as the Broker may in its sole direction require.

2.5 Notwithstanding Clauses 2.3 and 2.4, in the event that it is in the sole opinion of the Broker that it is impracticable for the Broker to make demand on the Client for additional Collateral pursuant to Clause 2.3, the broker shall be deemed to have made such demand of additional Collateral in such form and amount as the Broker may determine and such demand shall become immediately due and payable by the Client. The aforesaid impracticality may be due to the following (without limitation) rapid changes or development involving prospective changes:

(A) in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of the Broker likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong and/or overseas; or

(B) which is or may be of a material adverse nature affecting the conditions of the Client or operations of the Margin Account.

2.6 The Client shall pay interest on the outstanding amount of the Margin Facilities from time to time at such rate and in such manner as determined by the Broker from time to time. Interest will accrue on the outstanding amount of the Margin Facilities on daily basis and the accrued interest will be deducted from the Margin Account on a monthly basis and shall be payable at any time upon the demand made by the Broker.

3. Collateral

3.1 The Client, as beneficial owner of the Collateral, hereby charges in favour of the Broker in respect of all the Secured Obligations by way of first fixed charge all the Client's right, title, benefits and interests in and to the Collateral including any additional or substituted collateral and all dividends, interest paid or payable, rights, interests, money or other properties accruing or offering at any time by way of redemption, bonus, preference, options or otherwise on or in respect of the Collateral as continuing security for the payment and discharge of the Secured Obligations.

3.2 The Charge is a continuing security notwithstanding any intermediate payment, settlement of the Margin Account or satisfaction of whole or any part of Secured Obligations and notwithstanding any closure and subsequent opening of such Margin Account.

3.3 The Broker is entitled to exercise any voting right or other right in respect of the Collateral for the protection of the Broker's interest in the Collateral and the Client shall not exercise any right attaching to the Collateral in any manner which, in Broker's opinion, may be inconsistent with the obligations under this Agreement or prejudicial to the Broker's right in the Collateral.

3.4 Whenever there is any Secured Obligations, the Broker has the right, without prior notice or consent from the Client, to dispose of or otherwise deal with any part of the Collateral at its absolute discretion upon such terms and in such manner it thinks fit for settlement of the Secured Obligations to protect its interest, in particular for the Client's failure in meeting any call for Collateral or margin call made by the Broker or significant fluctuation in market prices. In event of any deficiency after the sale of Collateral, the Client shall make good and pay on demand to the Broker such deficiency.

3.5 The Client shall pay or reimburse the Broker immediately upon demand all costs (including collection expenses and legal costs on a full indemnity basis) and expenses in connection with the enforcement or preservations of any right of the Broker under this Agreement.

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

(A) any other security, guarantee or indemnity now or hereafter held by the Broker or any of its Associates in respect of the Secured Obligations;

(B) any variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including the Charge except to the extent of the relevant variation, amendment, waiver or release);

(C) the enforcement or absence of enforcement or released by the Broker or any of its Associates of any security, guarantee or indemnity or other document (including the Charge);

(D) any time, indulgence, waiver or consent given to the Client or any other person whether by the Broker or Broker Group Companies;

(E) the making or absence of any demand for Collateral or payment of any sum payable under the Agreement made on the Client whether by the Broker or any other person;

(F) the insolvency, bankruptcy, death or insanity of the Client;

(G) any amalgamation, merger or reconstruction that may be effected by the Broker with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of the Broker to any other person;

(H) the existence of any claim, set-off or other right which the Client may have at any time against Broker or any other person;

(I) any arrangement or compromise entered into by the Broker with Client or any other person;

(J) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Margin Facility or any

security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;

(K) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or

(L) any other thing done or omitted or neglected to be done by the Broker or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the terms of this Agreement governing the Margin Facility.

4. Securities in the account

4.1 The securities collateral in the Account shall be treated and dealt with in compliance with the provisions of the SFO. In particular, the securities collateral which are listed or traded on market operated by SEHK or interests in an authorized collective investment scheme (as defined in the SFO) and are received or held in Hong Kong by the Broker ("Local Securities Collateral") shall be:

(A) deposited in safe custody in a segregated account which is designated as a trust account or client account and maintained by the Broker in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities;

(B) deposited in an account in the name of the Broker with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities; or

(C) registered in the name of the Client or the Broker.

4.2 In respect of any securities of the Client other than Local Securities Collateral to which the Securities and Futures (Client Securities) Rules are not applicable under Section 3 of the aforesaid Rules, the Client authorizes the Broker in its discretion to deposit, transfer, lend, pledge, repledge or otherwise deal with such securities to any other parties in whatsoever manner and for any purpose (including without limitation as security for financial accommodation provided to the Broker) the Broker thinks fit.

4.3 Any securities collateral held by the Broker on behalf of the Client in the manner mentioned in Clauses 4.1 and 4.2 or otherwise shall be at the sole risk of the Client and the Broker has no obligation to insure the Client against any kind of risk. The Broker shall not be responsible for any losses, costs, damages, interests and charges arising from or in connection with such dealing of securities under the aforesaid clauses in the absence of bad faith or wilful default of or by the Broker.

4.4 For any securities of the Client deposited with the Broker not registered in the name of the Client, any dividend, distribution or benefits accrued in respect of such securities which are received by the Broker shall be credited to the Account (or payment made to the Client as may be agreed) subject to a reasonable administration fee charged by the Broker. For any securities forming part of a larger holding of identical securities which are held by the Broker for the Client and other persons, the Client is entitled to the same share of the benefits arising on the holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by the Broker. The Broker shall not be responsible for any failure in making such distribution of any party which holds securities of the Client.

4.5 For so long as there exists any indebtedness to the Broker on the part of the Client, the Broker may refuse any withdrawal of securities collateral and the Client shall not without consent of the Broker withdraw any securities collateral.

4.6 The Broker is not obliged to return the securities originally delivered or deposited by the Client but may return securities of the same class, denominations and nominal amount and ranking to the Client.

4.7 Without prejudice to any other rights and remedies available to the Broker, the Broker is authorized to dispose of any of the securities from time to time received from or held on behalf of the Client in settlement of any liability owed by the Client or on the Client's behalf to the Broker or a third person.

4.8 Without prejudice to any other right or remedy available to the Broker, the Client agrees to give the standing authority to the Broker to authorize the Broker to deal with the Local Securities Collateral from time to time received or held on the Client's behalf in one or more of the following ways (inter alia), namely to:

(A) apply any of the Local Securities Collateral pursuant to a securities borrowing and lending agreement;

(B) deposit any of Local Securities Collateral with an authorized financial institution as collateral for financial accommodation provided to the Broker; or

(C) deposit any of Local Securities Collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of the Broker's settlement obligations and liabilities.

Such authority shall remain valid for a period of twelve (12) months from the approval date of the opening of the Margin Account unless the Client gives not less than seven (7) business days' prior written notice to the Broker to revoke the same at any time, provided that no such revocation shall be effective if there is any indebtedness in the Margin Account. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO. If the Client requests for revocation of such standing authority or the standing authority has not been renewed by the Client whom the Broker called upon to do so, the Broker reserves the right to terminate this Agreement and operations of the Margin Account and then the Client shall forthwith settle any indebtedness owing to the Broker and any of its Associates.

4.9 Subject to the provisions of the SFO, the Client agrees that the Broker is entitled to retain for its own benefit and not accountable to the Client for any fee, income, rebate or other benefits resulting from any lending or deposit of the securities of the Client held in the Account with any third party for any purpose by the Broker.

Schedule C - Additional Terms for Electronic Trading Service

1. Application of the additional terms

1.1 The provisions in these Additional Terms for Electronic Trading Services apply only to any Account in respect of which the Client has requested and the Broker has agreed to provide with Electronic Trading Service on the termsand conditions of this Agreement.

2. Terms for electronic trading service

2.1 When using the Electronic Trading Service, the Client warrants that the Client is the only authorized user of the Client's Access Codes and will be responsible for all instructions placed and all Transactions conducted with the use of the Access Codes. The Client shall be responsible for the confidentiality, security and use of the Access Codes issued to the Client by the Broker. The Broker may use authentication technologies in connection with the Electronic Trading Service. The Client shall comply with the procedure guide issued by the Broker (set out in Clause 2.9 below) in relation to the operations and security measures of Electronic Trading Service and the Client undertakes to logoff the Electronic Trading Service immediately following the completion of each Electronic Trading Service session.

2.2 The Client acknowledges that it may not be possible to change or cancel an instruction given through Electronic Trading Service and agrees to exercise caution before placing orders.

2.3 The Broker may (but not have obligations) monitor and/or record any of the Client's instructions given or orders transacted through the Electronic Trading Service. The Client agrees to accept such recording (or a transcript thereof) as final and conclusive evidence of the contents and nature of the relevant instructions and Transactions and as binding on the Client.

2.4 The Broker will not be deemed to have received or executed the instructions from the Client given through the Electronic Trading Service unless and until the Client has received the relevant acknowledgement or confirmation in such manner specified by the Broker from time to time (including without limitation by posting the status of the instructions in order journals on the website which is operated by the Broker and is freely accessible by the Client). The Broker is also entitled to correct any errors in such acknowledgement or confirmation without incurring any liability in connection therewith.

2.5 The Client shall immediately notify the Broker if:

(A) an instruction has been placed through the Electronic Trading Service and the Client has not received an instruction number or acknowledgement of receipt of the instruction or of its execution from the Broker (whether by hard copy, electronic or verbal means); or

(B) the Client has received acknowledgement of a Transaction (whether by hard copy, electronic or verbal means) which the Client did not instruct, or is inconsistent with the Client's instruction or the Client has any suspicion of unauthorized access to the Electronic Trading Service; or

(C) the Client becomes aware of or suspicious of any loss, theft, or unauthorized disclosure or use of the Client's Access Codes;

or otherwise, the Broker or its agents, employees or representatives will not be responsible or liable to the Client or any other person whose claim may arise through the Client for any claim with respect to handling, mishandling or loss of instruction placed through the Electronic Trading Service.

Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an instruction after it has been given through the Electronic Trading Services and that an instruction may only be amended or cancelled if it has not been executed by the Broker. In such circumstances, the Broker will use its reasonable efforts to amend or cancel the instruction according to the Client's intention but, notwithstanding an acknowledgement by the Broker in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original instruction.

2.6 The Broker reserves the right to suspend the Electronic Trading Service if an incorrect Access Code has been input on or more than 3 occasions.

2.7 Notwithstanding any other provisions in this Agreement, where the Client is provided with Electronic Trading Service, following execution of the Client's trading orders, the Client accepts that the Broker may send to the Client and the Client agrees to receive trading confirmations and records (including but not limited to contract notes and statement of transactions) through electronic posting to the Account, the website operated by the Broker or the Client's email address (as provided in the Client Information Form or notified by the Client from time to time) or other electronic means in lieu of printed documents. Any such information will be freely accessible by the Client after such sending by the Broker and the Client shall print out such documents or make its own arrangement forthwith without delay to maintain its own records if necessary. If the Client insists to receive its trading confirmation and records in printed documents, the Broker is entitled to charge a reasonable fee for providing such service.

2.8 The Client agrees that should Client experience any problems in reaching the Broker through the Electronic Trading Service or vice versa, the Client shall attempt to use an alternative method or device, as the Broker may make available, to communicate with the Broker to place the Client's orders and to inform the Broker of the difficulty the Client has experienced.

2.9 The Client acknowledges that the Client has read and understood the Broker's procedure guide relating to the use, operation, security measures and procedures of the Electronic Trading Service [made available to the Client on the Broker's Internet website], and further acknowledges that such guide may be amended or supplemented by the Broker from time to time, which shall be binding on the Client in respect of the Client's use of the Electronic Trading Service.

2.10 The Client acknowledges that any information and data provided through the Electronic Trading Service relating to securities, financial products and securities and financial markets has been obtained from securities exchanges and markets and from other third party information or service providers appointed by the Broker from time to time and that such information and data are protected by copyright and other intellectual property laws, and are provided for Client's personal non-commercial use only, and Client shall not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circular or commercially exploit any such information or data in any way without the consent of the Broker or such information / service providers.

2.11 The Client acknowledges that all proprietary and copyright and other intellectual property rights in or subsisting in the Electronic Trading Service or websites are the exclusive property of the Broker or the relevant information provider and service providers. Internet Service Provider, , The Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way or gain unauthorized access to, any part of the Electronic Trading Service, the websites or any of the software comprised in it.

2.12 The Client acknowledges that the Client has fully understood the implications of the risks associated with the Electronic Trading Service as set out in the Risk Disclosure Statement but agrees that the benefits of using the Electronic Trading Service outweigh these risks and waive any claim the Client might have against the Broker or any Broker Group Company arising from:

(A) systemic failures (including hardware and software failures);

(B) the Broker's acceptance of any unauthorized instructions which appear or which the Broker believes to be from the Client;

(C) failure or delay in the execution of instructions from the Client or execution of the Client's instructions at prices different from those prevailing at the time the instructions were given;

(D) the Client's access to the website of the Broker or the Electronic Trading Service being limited or unavailable;

(E) failure to or delay in dispatch or delivery of any notice or information provided or requested via the Electronic Trading Service or any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice;

(F) Client's failure to use the Electronic Trading Service in accordance with the Agreement or any relevant agreement between the Broker and the Client; and

(G) the Client's reliance, use or otherwise acting upon any information or materials provided via the Electronic Trading Service or the

website operated by the Broker.

2.13 The Client agrees to defend, indemnify ad hold the Broker or any of its Associates and the Information Providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from the Client's violation of the Agreement, applicable laws and regulations, or any third party's right, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive despite the termination of this Agreement.

2.14 The Client accepts that while the Broker endeavours to ensure the accuracy and reliability of the information provided, the Broker does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from and inaccuracies or omission.

Schedule D Additional Terms for New Listing of Securities

1. Application of the additional terms

The provisions in these Additional Terms for New Listing of Securities apply only to any Account in respect of which the Client has requested the Broker to apply on the Client's behalf for securities in new issue for listing on SEHK (an "Application") on the terms and conditions of this Agreement.

2. Terms for New Listing of Securities

2.1 The Client authorizes the Broker to complete such application form as may be required, and represents and warrants to the Broker that all representations, warranties, confirmations and undertakings on the part of the applicant contained or incorporated in the application form are true and accurate in respect of the Client.

2.2 The Client agrees to be bound by the terms of the new issue and in particular, the Client hereby:

(A) warrants and undertakes that the Application shall be the only application made by the Client or on the Client's behalf for the Client's benefit in respect of the same issue of securities and the Client shall make no other application in that issue;

(B) authorises the Broker to represent and warrant to SEHK that no other application shall be made or shall be intended to be made by the Client or for the Client's benefit;

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

(D) acknowledges that the Broker will reply on the above warranties, undertakings and authorizations in making the Application.

2.3 In relation to a bulk application to be made by the Broker on behalf of the Broker, the Client and/or Broker's other clients, the Client acknowledges and agrees:

(A) that if such bulk application may be rejected for reasons which are unrelated to the Client, the Broker , in absence of fraud, gross negligence or wilful default, shall not be liable to the Client or any other person in consequence of such rejection; and

(B) to indemnify the Broker in accordance with Clause 10.2 of the General Terms and Conditions if such bulk application is rejected because of any breach of representations and warranties or otherwise arising from factors relating to the Client.

2.4 The Client may at the same time request the Broker to provide a loan to finance the Application (the "Loan"), the following provisions shall apply:

(A) The Broker has discretion to accept or reject the request for the Loan.

(B) Upon the acceptance of the request for the Loan, the employee or representative of the Broker will verbally or in writing confirm the terms of the Loan ("Agreed Loan Terms") as agreed between the Broker and the Client, which shall be conclusive and binding on the Client.

(C) Before the provision of the Loan, the Client shall provide the Broker a deposit, which shall form part of the proceeds for the Application, in the amount and within the time in accordance with the Agreed Loan Terms.

(D) Unless contrary to the Agreed Loan Terms:

(I) the Loan amount is the total price of the securities (including applicable charges) applied under the Application less the amount of deposit in Clause 2.4(C); and

(II) the Client has no right to repay the Loan, in part or full, before the date of repayment in accordance with the Agreed Loan Terms.

(E) The interest rate applicable to the Loan shall be determined under the Agreed Loan Terms.

(F) When the Broker receives any refund in respect of the Application, the Broker has the right, at its discretion, to apply the same or

part of it towards the discharge of the Loan including any interest accrued thereon and/or return the same or the remaining balance (if any) to the Client, whether before or after the repayment date in accordance with the Agreed Loan Terms.

(G) In consideration for the Broker's granting of the Loan to the Client, the Client charges to the Broker by way of first fixed charge as a continuing security for the full repayment of the Loan and the accrued interest thereon, all the securities acquired on behalf of the Client under the Application in respect of which the Loan is provided. The Client has no right to the possession of the aforesaid securities until the full repayment of the Loan (including interest accrued thereon). The Client authorises the Broker to dispose of the aforesaid charged securities without prior notice to the Client for discharge of the liabilities owing to the Broker under the Loan so long as the Loan (including interest thereon) has not been repaid in full.

Schedule E Unit Trusts and Mutual Funds Trading Agreement

This Unit Trusts and Mutual Funds Trading Agreement is supplemental to the Securities Client Agreement entered into by the Company and the Customer to which this Unit Trusts and Mutual Funds Trading Agreement is annexed whereby the Customer is allowed to conduct trading of Unit Trusts and Mutual Funds and the Company agrees to provide such trading services to the Customer. Where any conflict arises between the Securities Client Agreement and the provisions of this Unit Trusts and Mutual Funds Trading Agreement, the provisions of the latter shall prevail.

Unit Trusts and Mutual Funds ("Fund(s)") Trading Conditions

1. The Customer fully understands that Funds are not bank deposits and are not endorsed or guaranteed by, and do not constitute obligation of the Company or its affiliates.

2. The Customer has read all offering documents including, without limitation, the relevant prospectus and/or its summary of product key facts statement and annual report and agrees to the terms set out in such offering documents. The Customer is fully aware of and understands the terms set out in the offering documents, including, without limitation, the risks of investing in the Fund(s). The aforementioned offering documents are provided in a language of the Customer's choice (English or Chinese). The Customer has been invited to read them, to ask questions and take independent advice if the Customer wishes. The Customer agrees to the contents as set out in the aforementioned offering documents, and the Customer hereby declares that the Customer is fully responsible for bearing the risk of loss involved in investing in the Fund(s).

3. The Customer fully understands that the aforementioned offering documents are not intended to provide, and must not be relied upon for, tax, legal or accounting advice, a credit or other evaluation of the Fund(s) nor as an assurance or guarantee as of the expected return (if any) of the Fund(s. The Customer should consult their tax legal, accounting, investment, financial and/or other advisors.

4. The Customer certifies that the Customer is not prohibited from purchasing or holding units, and acting on behalf of any person or entity who is prohibited from purchasing or holding units, as provided in the aforementioned offering documents. The Customer declares that the Customer is not forbidden to invest in aforementioned offering documents, including but not limit to the citizen(s) or resident(s) of the United States of America. The Customer undertakes to inform the Company immediately if a change to the Customer's status occurs, in which circumstances the Customer may be obliged to redeem the units of the respective Fund(s).

5. Any discount that may be provided by the Company will be offered on a discretionary basis only.

6. Any order instruction form received on non-dealing day/after dealing cut-off time will only be processed on the next dealing day and the Customer's order instruction may not be carried out at such time due to circumstances beyond the Company's reasonable control.

7. The Customer understands and agrees that the Company will not be liable for any unsuccessful execution or any delay in the execution of the Customer's order. All unexecuted orders will lapse by the end of trading day on which the order is actually received by the Company.

8. The Customer understands that the Company acts as the Customer's agent in the transaction, and has no affiliation with the fund manager, except for Fund(s) issued by Phillip Capital Management (S) Ltd and Phillip Capital Management (HK) Limited.

9. The Customer understands that the Company is NOT an independent intermediary because:

(A) the Company receives fees, commissions, or other monetary benefits from other parties (which may include product issuers) in relation to the Company's distribution of investment products to the Costumers. For details, the Customer may refer to the Company's disclosure on monetary benefits which are delivered to the Customer prior to or at the point of entering into a transaction for Fund(s); and/or

(B) the Company receives non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that the Company may distribute to the Customer.

10. The Company reserves the right to nominate any non-Hong Kong company as a custodian for any Fund investment purchased and to hold them under the custodian's name on the behalf of the Customer.

11. The Customer understands the relevant fees, charges and expenses incurred from the Customer's instructions. The Customer hereby authorises the Company to accept and retain for the Company's own benefit including, without limitation, any commission, rebate, reallowance, benefit, and/or other advantage arising out of or in connection with the handling of any transaction(s) entered into on the Customer's behalf from the fund managers, service providers, and/or other parties. The Customer accepts that the Company shall be entitled to retain any interest generated on any transaction pending payment(s) of that amount in settlement of that transaction.

12. The Customer accepts the actual transaction price will be determined in accordance with the aforementioned offering documents after

the cut-off time of the trading day. The Customer accepts that any figures, the Company or its representatives may have quoted at any time, are for indicative purposes only. Where the price of the relevant units, or any other payment due hereunder, is denominated in a currency different from the settlement currency, the Customer authorises the Company to convert any currency into the required currency at such rate of exchange as conclusively determined by the Company to be prevailing at the relevant time.

13. The Company reserves the right to reject any transaction at its sole discretion if settlement account has insufficient balance to cover the settlement amount, and the Customer will bear any financial loss including, without limitation, initial charge, switch charge, and price discrepancy due to the rejection.

14. The actual dividend pay date of the Fund(s) may be different from its designated dividend pay date, subject to various factors including, without limitation, the discretion of the fund manager, custodian, or trustee assigned by the fund manager, and relevant bank transaction procedure.

15. The Customer understands and agrees that if the settlement currency is any other than Hong Kong Dollar, Renminbi and US Dollar, bank charges may be incurred.

16. The Customer understands that all instructions are conclusive and binding on the Customer upon placement of any instruction but is subject to final execution and acceptance by the Company.

17. The Customer has read and understands the risks relevant to Fund(s) trading contained in Schedule 3 of the Securities Client Agreement.

Schedule F Bond Trading Agreement

This Bond Trading Agreement is supplemental to the Securities Client Agreement entered into by the Company and the Customer to which this Bond Trading Agreement is annexed whereby the Customer is allowed to conduct trading of bonds and the Company agrees to provide such trading services to the Customer. Where any conflict arises between the Securities Client Agreement and the provisions of this Bond Trading Agreement, the provisions of the latter shall prevail.

Bond Trading Conditions

1. The Customer fully understands that bonds are not bank deposits, are not endorsed or guaranteed by, and do not constitute any obligation of the Company or its affiliates.

2. The Customer has read the prospectus and agrees to the terms contained therein. The Customer is fully aware of and understands the terms set out in the prospectus, including, without limitation, the risks of investing in the bond(s). The aforementioned prospectus is provided in a language of the Customer's choice (English or Chinese).The Customer has been invited to read the prospectus, to ask questions, and to take independent advice if the Customer wishes. The Customer agrees to the contents as set out in the aforementioned prospectus, and the Customer hereby declares that the Customer is fully responsible for bearing the risk of loss involved in investing in the bond(s).

3. The Customer fully understands that the aforementioned prospectus is not intended to provide, and must not be relied upon for, tax, legal or accounting advice, a credit or other evaluation of the bond(s) nor as an assurance or guarantee as to the expected return (if any) of the bond(s). The Customer should consult their tax, legal, accounting, investment, financial and/or other advisors.

4. The Customer certifies that the Customer is not prohibited from purchasing or holding the bond(s), and acting on behalf of any person or entity who is prohibited from purchasing or holding the bond(s), as provided in the aforementioned prospectus. The Customer declares that the Customer is not forbidden to invest in countries set out in the aforementioned prospectus, including but not limit to the citizen(s) or resident(s) of the United States of America. The Customer undertakes to inform the Company immediately if a change to the Customer's status occurs, in which circumstances the Customer may be obliged to sell the bond(s) respectively.

5. The Customer understands that the bond may have limited liquidity and may not be actively traded and/or quoted by brokers in the market. As such, (i) the indicative bid/offer price may not be available at all times as it depends on market liquidity and conditions; (ii) It may take a longer time or it may be impossible to sell the bond to the market; and (iii) The executable sale price may be unfavourably different by large amounts from the indicative bid price quoted.

6. Any discount that may be provided by the Company will be on a discretionary basis only.

7. Any order instruction form received on non-dealing day/after dealing cut-off time will be lapsed upon receipt by the Company.

8. The Customer understands and agrees that the Company will not be liable for any unsuccessful execution or any delay in the execution of the Customer’s order. All unexecuted orders will lapse by the end of trading day on which the order is actually received by the Company.

9. The Customer understands that the Company acts as principal in the transaction, and has no affiliation with product issuers. The Customer understands the relevant fees, charges and expenses that are incurred from the Customer's instructions. The Customer accepts that the Company shall be entitled to retain any interest generated on any transaction pending payment(s) of that amount in settlement of that transaction.

10. The Customer understands that the Company is an independent intermediary because:

(A) the Company does not receive fees, commissions, or any other monetary benefits, provided by any party in relation to the Company’s distribution of any investment product to the Customer; and

(B) the Company does not have any close links or other legal or economic relationships with product issuers, or receive any non-monetary benefits from any party, which are likely to impair the Company’s independence to favour any particular investment product, any class of investment products or any product issuer.

11. The Company reserves the right to nominate any non-Hong Kong company as a custodian for any bond investment purchased and to hold them under the custodian’s name on the behalf of the Customer.

12. The Customer accepts the actual transaction price will be determined in accordance with the market price at the time of execution. The

Customer accepts that any figures, the Company or its representatives may have quoted at any time, are for indicative purposes only. Where the price of the bonds, or any other payment due hereunder, is denominated in a currency different from the settlement currency, the Customer authorises the Company to convert any currency into the required currency at such rate of exchange as conclusively determined by the Company to be prevailing at the relevant time.

13. The Company reserves the right to reject any transaction at its sole discretion if the settlement account has insufficient balance to cover the settlement amount, and the Customer will bear any financial loss including, without limitation, handling charge, transaction fee, and price difference.

14. The Customer understands that all instructions are conclusive and binding on the Customer upon placement of any instruction but is subject to final execution and acceptance by the Company.

15. The Customer understands that if the bond's settlement date is behind its record date, the interest given may be postponed for one month or more.

16. The Customer understands and agrees that the bond(s)' actual coupon pay date may be different from its designated coupon pay date, subject to various factors including but not limit to the discretion of Issuer and Custodian assigned by company, and relevant bank transaction procedure.

17. The Customer understands and agrees that if the settlement currency is any other than Hong Kong Dollar, Renminbi, and US Dollar, bank charges may be incurred.

18. The Customer has read and understands the risks relevant to bond trading contained in Schedule 3 of the Securities Client Agreement.

PART IV - RISK DISCLOSURE STATEMENT

1. RISK OF SECURITIES TRADING

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

2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

2.1 Growth Enterprise Market ("GEM") stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

2.2 You should will make the decision to invest only after due and characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

2.3 Current information on GEM stocks may only be found on the internet website operated by the SEHK. GEM companies are usually not required to issue paid announcements in gazetted newspapers.

2.4 You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

3. RISK OF MARGIN TRADING

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

4. RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC

4.1 There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

4.2 If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do notapply.

4.3 Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

4.4 You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to beused.

4.5 If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

4.6 A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require

margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

5. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by the Broker or its nominee(s) 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.

6. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

If you provide the Broker with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of the Accounts and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

7. RISK OF TRADING NASDAQ-AMEX SECURITIES ON THE SEHK

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult the Broker and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of the SEHK.

8. RISK OF USING THE ELECTRONIC TRADING SERVICES

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you 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 your order is either not executed according to your instructions or is not executed at all. In particular, your attention is drawn to the following:

(A) the internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, accordingly, there are risks in conducting Transactions in the Account through the Electronic Trading Service or otherwise communication through the internet or any other Electronic Media;

(B) access to the website operated by the Broker or the Electronic Trading Service may at any time and from time to time be limited, delayed or unavailable, including during periods of peak demand, market volatility, systemic failures (including hardware and software failures), systems upgrades or maintenance or for other reasons;

(C) instructions given or transactions conducted through the internet or other Electronic Media may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;

(D) instructions given through the internet or other Electronic Media may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given;

(E) communications and personal data may be accessed by unauthorized third parties;

(F) instructions given through the internet or other Electronic Media may be executed without being subject to human review; and

(G) the status of your instructions or orders for Transactions in the Account or execution thereof and your cash position, securities position or other details relating to your Account as reflected in any acknowledgement, confirmation or other record posted on the Broker's website may not be updated immediately. Such acknowledgement, confirmation or other record will only reflect Transactions in your Account conducted through the Electronic Trading Service and that, in the case of doubt, you should contact the Broker to ascertain the status of your other Transactions in your Account or other details relating to your Account.

9. SPECIFIC RISK OF INVESTING IN STRUCTURED PRODUCT LISTED IN STOCK EXCHANGE OF HONG KONG LIMITED ("HKEx")

(A) Structured products carry a high degree of risk. The risk of loss in trading structured products can be substantial. Prospective

investor/client should have prior knowledge of, or experience in trading in structured products. The investor/client should carefully consider whether such trading is suitable in the light of the investor/client's own financial position and the investment objectives.

(B) Issuer default risk

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

(C) Uncollateralised product risk

Uncollateralised structured products are not asset backed. In the event of issuer bankruptcy, the investor/client can lose his entire investment. The investor/client should read the listing documents to determine if a product is uncollateralised.

(D) Gearing risk

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

(E) Expiry considerations

Structured products have an expiry date after which the issue may become worthless. The investor/client should be aware of the expiry item horizon and choose a product with an appropriate lifespan for their trading strategy.

(F) Extraordinary price movements

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

(G) Foreign exchange risk

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

(H) Liquidity risk

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

Some Additional Risks Involved in Trading Derivative Warrants

(I) Time decay risk

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

(J) Volatility risk

Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. The investor/client should be aware of the underlying asset volatility.

Some Additional Risks Involved in Trading CBBCs

(K) Mandatory call risk

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

(L) Funding costs

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

10. SPECIFIC RISK OF INVESTING IN EXCHANGE TRADED FUNDS (ETFs)

(A) Market risk

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

(B) Tracking errors

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

(C) Trading at discount or premium

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

(D) Foreign exchange risk

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

(E) Liquidity risk

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

(F) Counterparty risk involved in ETFs with different replication strategies

(I) Full replication and representative sampling strategies

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third counterparty risk tends to be less of concern.

(II) Synthetic replication strategies

ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

Swap-based ETFs

- Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.
- Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

Derivative embedded ETFs

- ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.
- Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.

(G) Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

11. RISKS OF INVESTING IN DERIVATIVE PRODUCTS (INCLUDING BUT NOT LIMITED TO EQUITY LINKEDNOTES/INSTRUMENT)

General risk for investing in structured product

(A) Derivative products often involves a high degree of gearing, so that a relatively small movement in the price of the underlying securities results in a disproportionately large movement in the price. The values of derivative products are not fixed, but fluctuate with the market, which may be influenced by many factors, including changes in the economic and/or political environment. The prices of derivative products can therefore be volatile.

(B) Derivative products are imbedded with options. Transactions in options carry a high degree of risk. The risk of loss in trading options can be substantial. Prospective investor should have prior knowledge of, or experience in option markets. The investor/client should carefully consider whether such trading is suitable in the light of the investor/client's own financial position and investment objectives.

(C) The investor/client should not buy a derivative product unless the investor/client is prepared to sustain a total loss of the money the investor/client have invested plus any commission or other transaction charges.

(D) While derivative products are unexercised and if their underlying securities are suspended from trading on the HKEx or any other relevant stock exchange, they may be suspended from trading for a similar period of time as their underlying securities.

(E) Depending on the structure of a particular derivative product, the investor/client may be obligated to accept delivery or make delivery (as the case may be) of the underlying securities if the conversion price is triggered or pursuant to the terms and conditions of the relevant agreement, contract or confirmation of the subject transaction. Depending on the market conditions, the investor/client may be obligated to accept delivery of the underlying securities at a price which is above the market price such securities or to make delivery of the underlying securities at a price which is below the market price of such securities and losses may occur resulting from such actions which can be substantial. The loss resulting from investing such derivative product can be over and above the initial amount invested to a substantial extent.

(F) If there is an extraordinary event or an adjustment event such a stock split, issue of bonus shares or other unexpected event that change the number, value or weighting of issued shares of the underlying stock, the counter-party/calculation agent may adjust the contract terms, at its sole discretion, to reflect the new market conditions. This may include unwinding the contract. The investor/client should seek independent advice from professional parties in the event of such extraordinary events or adjustments.

(G) Early termination prior to maturity is possible subject to the terms and conditions governing the derivation product and prevailing market terms and conditions.

(H) The value of the derivative products may be reduced due to any downgrades by rating agencies such as Moody's Investors Inc. or Standard & Poor's Rating Services.

(I) The investor/client should ensure that this purchase of a particular derivative product is lawful under the laws of the jurisdiction of his incorporation / domicile and the jurisdiction in which he operates (if different), and that such purchase will not contravene any law, regulation or regulatory policy applicable to him.

(J) For derivative products (and non-listed financial instruments in general), in particular in “combined” or “structured” transactions, the absence of a “market” or “common” reference price may make it impossible for the Broker to provide the precise value of the

transaction. Therefore the investor/client should be aware that the price indications by the Broker are always based on the latest available market prices of the underlying instrument or have arrived from sources believed to be reliable. Consequently, price indications might only reflect historic prices and may not reflect the final proceedings where the transaction is terminated or assigned immediately, if this is possible at all. The Broker does not make any representation as to the accuracy or completeness of price indications for any transactions and does not accept liability for any losses arising from the use thereof.

(K) Structured products are formed by combining two or more financial instruments and may include one or more derivative products. Structured products may carry a high degree of risk and may not be suitable for many members of the public, as the risks associated with the financial instruments or derivative products may be interconnected. As such, the extent of loss due to market movements can be substantial. Prior to engaging in structured product transactions, the structured investor/client should understand the inherent risks involved. In particular, the various risks associated with each financial instrument or derivative product should be evaluated separately as well as taking the structured product as a whole. Each structured product has its own risk profile and given the unlimited number of possible combinations. It is not possible to detail in this Risk Disclosure Statement all the risks which may arise in any particular case. The investor/client should note that with structured products, buyers can only assert their rights against the issuer. Hence, particular attention needs to be paid to issuer risk. The investor/client should therefore be aware that a total loss of his investment is possible if the issuer should default.

(L) Because the prices and characteristics of over-the-counter derivative products are individually negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. The Broker consequently cannot and does not warrant that its prices or the prices it secures for the investor/client are or will any time be the best price available to the investor/client. The Broker may make a profit from a transaction with the investor/client no matter what result the transaction has from the investor/client's point of view.

(M) Equity-linked instruments ("ELI") carries a high degree of risk. ELIs are products combining notes/deposits with stock options which may allow a bull, bear or strangle (i.e. trading range) bet. The return component of ELI is based on the performance of a single equity security, a basket of equity securities, or an equity index. ELI may come in different forms: equity-linked notes, equity-linked deposits and equity-linked contracts. The investor/client acknowledges and agrees that while the maximum return on investment is usually limited to a predetermined amount of cash, an investor/client stands to potentially lose up to the entire investment amount if the underlying share price moves substantially against the investor's view. The investor/client should be able to understand the risks he is bearing before investing in ELIs.

(N) The prices of the underlying securities of derivative products fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. Accordingly, it is as likely that loss will be incurred rather than profit made as a result of buying or selling derivative products. In particular, for some derivative products such as accumulators, depending on market conditions, an investor/client may be obligated to accept delivery of the underlying securities at a price which is above the market price of such securities and loss may occur resulting from such action which can be substantial. Similarly, for some derivative products such as decumulators, an investor/client may be obligated to make delivery of the underlying securities at a price which is below the market price of such securities and loss may occur resulting from such action which can be substantial. The loss resulting from investing in such derivative products can be over and above the initial amounts invested to a substantial extent.

Liquidity risk

(O) Structured products have limited liquidity. It may be impossible for the investor/client to liquidate an existing position or to do so at a satisfactory price because the market finds it difficult to assess the value, to determine a fair price or assess the exposure to risk.

PART V DATA PRIVACY POLICY

CIRCULAR RELATING TO PERSONAL DATA (PRIVACY) ORDINANCE

1. As a client (the "Client") of Yaw Kai Financial Group Limited (the "Broker"), it is necessary from time to time for the Client to supply his/her personal data ("Personal Data"), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) (the "Privacy Ordinance") to the Broker or Broker Group Companies when opening or continuation of accounts, or in the establishment, continuation or provision of investment, dealing or related services.
2. Failure to supply Personal Data may result in the Broker being unable to open or continue accounts or establish, continue or provide investment, dealing or related services.
3. Personal Data may also be collected in the ordinary course of continuation of the business relationship with Broker Group.
4. Subject to the provisions of the Privacy Ordinance, any Personal Data may be used for the following purposes:
   (A) the daily operation of the services provided to the Client;
   (B) conducting credit checks;
   (C) ensuring ongoing credit worthiness of the Client;
   (D) marketing investment, dealing or related services or products;
   (E) supporting any statements made in any documents in connection with the services of the Broker;
   (F) assisting other relevant parties, professionals, institutions or relevant regulatory authorities to verify certain facts in connection with the services of the Broker;
   (G) meeting the requirements to make disclosures under the requirements of any laws and/or regulations binding on the Broker;
   (H) forming part of the records of the recipient of the data as to the business carried on by it; and
   (I) any other purposes relating to or incidental to any of the above.
5. The Broker will keep Personal Data confidential but the Broker may provide Personal Data to the following persons in furtherance of the purposes set in the above paragraph (4):
   (A) any agent or third party service provider who provides services to the Broker in connection with the operation of itsbusiness;
   (B) an appropriate person under a duty of confidentiality to the Broker including any Broker Group Company which has undertaken to keep such information confidential;
   (C) any person or institution with which the Client has or proposes to have dealings;
   (D) credit reference agencies and debt collection agencies (in the event of default payment;
   (E) any regulatory authorities or exchanges which relate to or govern any business of the Broker and any Broker Group Company;
   (F) any assignee, transferee, delegate, successor or person to whom the account of the Client is transferred and the authorised person of the Client; and
   (G) any of the Broker's actual or proposed assignee or participant or sub-participant or transferee.
6. The Personal Data may be transferred to any place outside Hong Kong, whether for the processing, holding or use of such data outside Hong Kong, and also to service providers which offer services to any Broker Group Company in connection with the operation of its business.
7. To the extent permitted by law, the Personal Data collected by the Broker from time to time may be used and disclosed in accordance with the Data Privacy Policy.
8. In accordance with the terms of the Privacy Ordinance, any individual has the right to:
   (A) check whether the Broker holds data about him/her and access to such data;
   (B) require the Broker to correct any data relating to him/her which is inaccurate;
   (C) ascertain the Broker's policies and practices in relation to data and be informed of the kind of personal data held by the Broker; and

(D) in relation to customer credit, request to be informed which items of personal data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.

9. In accordance with the Privacy Ordinance, the Broker has the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data (when client considers that his/her personal data, supplied by the Broker following a data access request, are inaccurate) or for information regarding policies and practices and kinds of data held should be contact Customer Officer on telephone :

Yaw Kai Financial Group Limited

RM 1508, 15/F, The Center, 99 Queen's Road Central, Central, Hong Kong.

Tel : (852) 3693-3892 Email : cs@yawkai.com.hk