

SECURITIES CLIENT (CASH / MARGIN) AGREEMENT

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SECURITIES CLIENT (CASH / MARGIN) AGREEMENT

THIS AGREEMENT is made the _____ day of _____

BETWEEN:

- (1) **Realink iExchange Limited** (滙信理財有限公司), registered with the Securities and Futures Commission as a securities dealer (CE number: AFJ685) and an Exchange Participant of the Stock Exchange of Hong Kong Limited whose principal place of business at 22/F., No.1 Hung To Road, Ngau Tau Kok, Kwun Tong, Kowloon, Hong Kong (the "Dealer").
- (2) The party whose name, address and description are set out in the Client Registration Form (the "Client").

WHEREAS:

The Client wishes to engage the Dealer as dealer and broker in the conduct of Securities Transactions from time to time and, in that connection, to open and maintain Accounts with the Dealer. The Dealer is prepared to open and maintain such Accounts and to act as the dealer and broker for the Client in the conduct of Securities Transactions on and subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Application and Definitions

1.1 This Agreement sets out the conditions subject to which the Dealer agrees to open and maintain, at the request of the Client, one or more Accounts in the name of the Client and to act as dealer and broker for the Client in the sale and purchase of Securities. All Securities Transactions executed by the Dealer for the Client are subject to the terms of this Agreement.

1.2 In this Agreement and the Schedules:

"**Access Code**" means the password or identification code issued by the Dealer to the Client or otherwise adopted by the Client for gaining access to the Electronic Services;

"**Account**" means any one or more cash margin securities trading account now or hereafter opened in the name of the Client with the Dealer for the conduct of Securities Transactions;

"**Agreement**" means this agreement as originally executed or thereafter may from time to time be amended or supplemented;

"**Associate**" means a company or body corporate which is a member of the same "group of companies" (as defined in section 2 of the Companies Ordinance (Chapter 32 of the laws of Hong Kong)) as the Dealer;

"**Authorized Person**" means the persons or any of them designated in or pursuant to this Agreement to issue instructions in relation to an Account and, until the receipt by the Dealer of written notice from the Client to the contrary, the persons named in Schedule II;

"**Business day**" means any day on which the Exchange is open for trading other than Saturdays, Sundays, public holidays and such other days which are declared by the Exchange to be non-business days;

"**Clearing house**" means HKSCC in relation to SEHK and, in relation to any other Exchange, the clearing house providing services similar to those of HKSCC to such Exchange;

"**Client Money Rules**" means the Securities and Future (Client Money) Rules made by the SFC under section 149 of the Ordinance as amended from time to time;

"**Client Securities Rules**" means the Securities and Future (Client Securities) Rules made by the SFC under



section 148 of the Ordinance as amended from time to time;

"**Correspondent Broker**" means any member of an Exchange or Clearing House of which the Dealer is not a member who, as the Dealer's agent, effects a Securities Transaction on such Exchange or clears the same;

"**Client Registration Form**" means either Form A or Form B set out in Schedule I;

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

"**Exchange**" means SEHK and any foreign stock exchange;

"**Foreign stock exchange**" means a stock exchange which is permitted to operate in a country or territory outside Hong Kong by the law of that country or territory or, in the case of a country or territory which has no written law relating to stock exchanges, is not prevented from operating by the law of that country or territory;

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

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

"**Interactive Voice Response Service**" means a service to be provided by the Dealer giving the Client access to conduct Securities Transactions and other functions such as account enquiry, securities quote and enquiry hotline, as the Dealer may specify from time to time;

"**Internet Service**" means an electronic communication service to be provided by the Dealer through computer-controlled messaging system, enabling the transmittal and delivery of order or instruction via the Internet for the conduct of Securities Transactions and other exchange of communication in connection therewith by electronic messages;

"**Mobile Phone Trading Service**" means a service to be provided by the Dealer in conjunction with certain mobile phone operators from time to time, using SIM tool Kit with dedicated application for the Dealer, for the conduct of Securities Transactions and other functions such as account enquiry, securities quote and enquiry hotline, as the Dealer may specify from time to time;

"**Ordinance**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as the same may be amended or re-enacted from time to time;

"**Person**" includes any individual, company, firm, partnership, joint venture, association, organization or trust (in each case whether or not having a separate legal personality) and, where the context so permits or requires, includes the Client;

"**Securities**" has the meaning ascribed thereto by the Ordinance and, if the context so admits, shall include securities collateral;

"**Securities Transaction**" means any transaction concerning the purchase, acquisition, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Securities including (but not limited to), safe-keeping of securities and the provision of nominee or custodian services therefore and other transactions effected under or pursuant to this Agreement;

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

"**SFC**" means the Securities and Futures Commission of Hong Kong.

- 1.3 In this Agreement, unless the context otherwise requires, any matter in respect of which the Dealer is vested with a discretion, such discretion is absolute and may be exercised by the Dealer or the agent to whom such discretion has been delegated without any restriction whatsoever.
- 1.4 Unless the context otherwise requires, words and expressions defined in the Ordinance, the Client Money Rules and the Client Securities Rules shall have the same meanings in this Agreement.



- 1.5 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. References to Clauses and Schedules are to the clauses of and schedules to this Agreement. References to "writing" include facsimile and electronics transmission. All Schedules hereto form an integral part of this Agreement. Clause headings are inserted for convenience of reference only and do not affect their interpretation and construction.

2. Applicable Rules and Regulations

- 2.1 Each Securities Transaction is subject to the constitution, rules, regulations, customs, usage, rulings and interpretations from time to time in force of the Exchange and the Clearing House at which the Securities Transaction is conducted and to the applicable laws and regulations in Hong Kong or in any other jurisdiction so that:
- (1) if there is any conflict between (i) this Agreement and (ii) any such constitution, rules, regulations and laws, the latter shall prevail;
 - (2) the Dealer may take or omit to take any action which it considers fit in order to ensure compliance with the same including, without limitation, adjusting any Account, disregarding any unexecuted order or rescinding any executed Securities Transaction;
 - (3) such constitution, rules, regulations and laws as are so applicable and all such actions so taken shall be binding upon the Client; and
 - (4) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client entering into this Agreement or the Dealer effecting any Securities Transaction in connection with this Agreement.
- 2.2 If any term hereof is inconsistent with any present or future law, rule or regulation of the Exchange, the Clearing House or any authority having jurisdiction over the subject matter of this Agreement, such inconsistent term shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.

3. Instructions and Dealing Practice

- 3.1 The Dealer is hereby authorized to act upon the instructions of the Client to deposit, purchase and/or sell Securities for the Account and otherwise deal with Securities, receivables or monies held in or for the Account subject to the Client Money Rules and the Client Securities Rules.
- 3.2 All instructions shall be given by the Client orally either in person or by telephone, or in writing, delivery by post, by hand or by facsimile transmission or through any of the Electronic Services in accordance with the provisions of clause 5.
- 3.3 The Dealer may record all telephone conversation with the Client in order to verify the identity and instructions of the Client. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Client in case of dispute.
- 3.4 Notwithstanding anything herein contained, the Dealer shall be entitled, at its absolute discretion, to refuse to act on any of the Client's instructions and shall not be obliged to give any reason for such refusal. In particular and without prejudice to clause 4.1, the Dealer may refuse to act on an instruction of the Client if at the time of such instruction, there are insufficient Securities or, as the case may be, monies in the Account in order to effect settlement of the relevant transaction on the due settlement date.
- 3.5 By reason of physical restraints on the Exchange and rapid changes in the prices of Securities that frequently take place, there may, on occasions, be a delay in quoting prices or in dealing. The Dealer may not after using reasonable endeavors be able to trade at the prices quoted at any specific time. The Dealer is not liable for any



loss arising by reason of its failing, or being unable, to comply with any terms of the Client's instructions. Where the Dealer is unable after using reasonable endeavors to execute any instruction in full, the Dealer is entitled to effect partial performance only without prior reference to the Client's confirmation. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.

- 3.6 Any day order for purchase or sale of Securities placed by the Dealer at the request of the Client that has not been executed before the close of business of the relevant Exchange or such other expiration date required by the relevant Exchange or such other later time as the Client and the Dealer may agree shall be deemed to have been cancelled automatically.
- 3.7 The Dealer may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with the Dealer, on such terms and conditions as the Dealer may in its absolute discretion determines.
- 3.8 The Dealer may decline to act on any instructions from the Client to effect any order which, in the Dealer's sole judgment, is an order for short-selling any Securities.
- 3.9 The Client acknowledges that due to the trading practices of the Exchange or other markets in which transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by the Dealer following instructions given by the Client.
- 3.10 Subject to applicable laws and regulations and market requirements, the Dealer may in its absolute discretion determine the priority in the execution of its Clients' orders, having due regard to the sequence in which such orders were received, and the Client shall not have any claim of priority to another Client in relation to the execution of any order received by the Dealer.
- 3.11 The Client acknowledges and agrees that the Client retains full responsibility for all trading decisions in the Account and the Dealer is responsible only for the execution, clearing, and carrying of transactions in the Account; that the Dealer has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any transaction therein; and that any advice or information provided by the Dealer, its employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and the Dealer shall be under no liability whatsoever in respect of such advice or information.

4. Settlement

- 4.1 Unless otherwise agreed, in respect of each Securities Transaction executed on the Client's behalf, unless the Dealer is already holding cash or Securities on the Client's behalf to settle the transaction, the Client will:
 - (1) pay the Dealer cleared funds or deliver to it Securities in deliverable form; or
 - (2) otherwise ensure that the Dealer has received such funds or Securities; by such time as the Dealer has notified (whether verbally or in writing) the Client in relation to the relevant transaction.
- 4.2 Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of Securities by the due date as mentioned in clause 4.1, the Dealer is hereby authorized to:
 - (1) in the case of a purchase transaction, to transfer or sell any such purchased Securities to satisfy the Client's obligations to the Dealer; or
 - (2) in the case of a sale transaction, to borrow and/or purchase such sold Securities to satisfy the Client's obligations to the Dealer.
- 4.3 The Client hereby acknowledges that the Client shall be responsible to the Dealer for any loss, costs, fees and expenses incurred by the Dealer in connection with the Client's failure to meet his obligations by the due date



as described in clause 4.1.

- 4.4 If for any reason whatsoever and howsoever the Dealer or the Correspondent Broker fails to receive payment of all or any part of any amount due to be paid or fail to receive delivery of any Securities (whether from the Exchange, Clearing House or any other person) due to be delivered to the Client in respect of any sale or purchase entered into by the Dealer or the Correspondent Broker on behalf of the Client on the due date for payment or delivery thereof in accordance with the rules and regulations of the Exchange, Clearing House or any applicable laws, the Dealer's obligations to make payment or to deliver Securities to the Client in respect of such sale or purchase shall thereupon and by virtue of such failure become obligations to make payment of such amount or delivery of such quantity of such Securities as is equal to such payment or such quantity as is actually received by the Dealer or the Correspondent Broker in respect thereof. If the Dealer has to obtain Securities, which the Dealer has purchased on behalf of the Client, in the open market, following the failure of the selling broker to deliver same on the settlement date, the Dealer's liability to the Client shall be limited to the difference in price and incidental expenses in connection with such open market purchase.

5. Electronic Service

- 5.1 The Client shall not place orders or instructions with the Dealer through the Electronic Service until after the Dealer has issued to the Client the Access Code. Any change of the Access Code shall not be effective unless such change has been agreed by both the Dealer and the Client in writing. The Access Code shall remain effective until (i) the actual receipt by the Dealer of a written notice of cancellation from the Client or (ii) its cancellation by the Dealer.
- 5.2 The Dealer may, at any time without giving notice nor reason therefore, suspend or terminate the Electronic Service. Notwithstanding the availability of the Electronic Service, the Dealer may at any time require generally or specifically the Client to supplement any order or instruction transmitted to the Dealer through the Electronic Service by delivering hard copies of such order or instruction in form prescribed by or acceptable to the Dealer duly completed, signed and, where required, authenticated. If and whenever hard copy of order or instruction is required to be furnished by the Client, the time of receipt of such order or instruction shall be when the hard copy whereof reaches the Dealer and the Dealer shall have no obligation to deal with nor respond to the electronic version of such order or instruction received.
- 5.3 The Client agrees that the Client shall be the only authorized user of the Electronic Services under this Agreement. The Client undertakes not to gain nor permit unauthorized access to the Electronic Service and the Client shall be responsible for all transactions effected through the use of the Electronic Service. The Client acknowledges and agrees that (i) the placing of orders and instruction for the conduct of Securities Transactions through the Electronic Service shall be at the Client's sole risk and without liability of the Dealer; (ii) the Dealer's only duty in relation to any such order or instruction is to verify the Access Code and (iii) the Dealer shall have no responsibility whatsoever to investigate or verify the authenticity, proper authorization, accuracy or completeness of any such order or instruction.
- 5.4 No order or instruction placed by the Client for the conduct of Securities Transactions through the Electronic Service shall be considered to have reached the Dealer until the Dealer has had a reasonable opportunity after receipt to verify the Access Code and to prepare and send an acknowledgement whereof to the Client. The Client acknowledges and agrees that there may be delay between the placing of such order or instruction and the execution whereof by the Dealer and that the Dealer does not guarantee real time execution for any such order or instruction.
- 5.5 Whenever the Client places an order or instruction for the conduct of Securities Transaction through Electronic Service, the Client shall immediately notify the Dealer if the Client (i) fails to receive an acknowledgement thereof from the Dealer (whether oral or in writing) on or before the close of business of the next following business day; or (ii) receives an inaccurate or incomplete acknowledgement from the Dealer; or



(iii) becomes aware of any discrepancy in the execution of such order or instruction. In any case the Client shall immediately notify the Dealer upon the Client (i) becoming aware of any unauthorized access to the Electronic Service or unauthorized use of the Access Codes or (ii) receiving any acknowledgment from the Dealer of any order or instruction which the Client has not placed with the Dealer.

- 5.6 The Client is solely responsible for the acquisition, installation, operation, maintenance and security of its own computer and related communication equipment dedicated for accessing the Electronic Service. The Client acknowledges and agrees that the Dealer's ability to provide the Electronic Services is conditional upon the continued operation and availability, in good working order, of the Client's own computer and related communication equipment and all other equipment, facilities and service deemed necessary in the Dealer's sole discretion to effect the transmittal and processing of electronic message reliably.
- 5.7 The Client undertakes not to or attempt to tamper with, modify, decompile or reverse engineer the Dealer's computer system supporting the Electronic Service. If the Client obtains from the Dealer computer programs, software and relative operating manuals necessary to access the Electronic Service, as between the Client and the Dealer, all rights, title and interests in such programs, software and materials shall remain exclusively in and with the Dealer at all times. Nothing in this Agreement shall be deemed nor construed to confer upon or transfer to the Client any such right, title or interest, except a non-exclusive, non-assignable, nontransferable sub-license to access the Electronic Service while interfaced with the Dealer's computer system, and for no other purpose. The Client will at all times treat all such programs, software and materials as strictly confidential and proprietary to the Dealer and will exercise reasonable care in the custody, handling, use and storage of all such programs, software and materials. The Client will at all times limit dissemination of any and all such programs, software and materials to its duly authorized personnel and will not (nor attempt to), at any time, tamper with, alter, modify, decompile, duplicate, copy, display, permit access, sell or transfer to any other person any part of such programs, software and materials. The Client warrants that all individuals having access to such programs, software and materials, including but not limited to the Client's employees and agents, shall observe and perform all of the covenants, terms and conditions of this Agreement. In the event of any breach by the Client of its obligation hereunder, the Dealer shall have the right to injunctive relief and, without limitation, such other appropriate relief as may be provided at law or in equity.

6. Authorized persons

- 6.1 The Client hereby authorizes the Authorized Persons to have full authority to represent the Client in all matters in relation to all Securities Transactions with the Dealer and to sign on the Client's behalf all agreements and documents relating to the Account and its operation and all such documents, instructions or orders which, if given or signed by the Authorized Persons, shall be absolutely and conclusively binding on the Client provided that verbal orders or instructions from any one of the Authorized Persons shall be valid and effective and, if in writing and requires manual signature, the same shall be signed in accordance with the signing instructions specified in Schedule II.
- 6.2 If the Client is an individual who wishes to appoint Authorized Persons, the Client shall in addition to completing Schedule II, furnish to the Dealer a duly executed power of attorney or other similar instrument of appointment in form prescribed by the Dealer.

7. Safekeeping and Delivery of Securities

- 7.1 The Client specifically authorizes the Dealer, in respect of all Securities deposited by the Client with the Dealer or purchased or acquired by the Dealer on behalf of the Client and held by the Dealer for safe keeping, to register the same in the name of an associated entity of the Dealer or in the Client's name, or deposit in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Dealer or an associated entity of the Dealer with an authorized financial institution, and approved custodian or another intermediary licensed for dealing in Securities.



- 7.2 Any Securities held by the Dealer, any associated entity of the Dealer, banker, institution, custodian or intermediary pursuant to clause 7.1 shall be at the sole risk of the Client and the Dealer and the relevant associated entity, banker, institution, custodian and intermediary shall be under no obligation to insure the Client against any kind of risk, which obligation shall be the sole responsibility of the Client.
- 7.3 Where Securities are held by the Dealer or its nominee, the Dealer shall, and shall procure that any nominee appointed by it shall, comply with any directions received from the Client as to the exercise of any voting or other rights attaching to or conferred on such Securities provided that if any payment or expense is required to be made or incurred in connection with such exercise, neither the Dealer nor its nominee shall be required to comply with any directions received from the Client unless and until it receives all amounts necessary to fund such exercise.
- 7.4 Where a fractional interest arises in respect of any Security (whether by virtue of a rights issue, bonus issue or scrip dividend in respect of such Security or otherwise howsoever), the Client hereby agrees that the benefit of and entitlement to such fractional interest shall accrue absolutely to the Dealer instead of the Client. The Dealer shall be entitled to retain for its own account, transfer, dispose of or otherwise realize such fractional interest in such manner as the Dealer in its discretion thinks fit.
- 7.5 Except as provided in clauses 4.2 and 7.6, the Dealer shall not, without the Client's oral or written direction or standing authority under the Client Securities Rules, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any securities of the Client for any purpose.
- 7.6 The Dealer is authorized, pursuant to section 6(3) of the Client Securities Rules, to dispose or initiate a disposal by its associated entity of any of the Client's securities or securities collateral (and the Dealer shall have absolute discretion to determine which securities or securities collateral are to be disposed of) for the purpose of setting any liability owed by or on behalf of the Client to the Dealer, the associated entity or a third person.
- 7.7 Securities and documents of title thereto accepted by the Dealer for safe custody purposes are held by the Dealer at the sole risk of the Client as regards any matter outside the Dealer's reasonable control. Without prejudice to the generality of clause 14, the Dealer shall not be responsible for or liable in respect of any loss or damage suffered by the Client in connection with Securities and documents of title thereto held by the Dealer on the Client's behalf for safe custody purposes unless such loss or damage has been caused as a direct consequence of a gross act of negligence or fraud on the part of the Dealer.
- 7.8 The Dealer may at any time require the Client to collect the Securities and documents of title thereto by giving the Client notice in writing of not less than thirty (30) days. If the Client fails to collect the Securities and documents of title thereto from the Dealer within such period as the Dealer may prescribe in its discretion, the Dealer may sell all or any part of the Securities at such price and on such terms as the Dealer shall determine whether by public auction, private treaty or tender without incurring any liability to the Client for any loss which may arise from such sale. The Dealer's liability for such Securities shall be fully discharged upon payment to the Client the proceeds of sale net of all expenses incurred in connection with the sale and other liabilities of the Client to the Dealer by credit to any account of the Client with the Dealer.
- 7.9 Where the Client has appointed persons as its agents to collect, on the Client's behalf, Securities and documents of title thereto from the Dealer, delivery of Securities and documents of title thereto by the Dealer into the possession of such agents shall discharge in full the Dealer's responsibilities regarding such Securities. An acknowledgement of receipt signed by Client's agents shall, in the absence of manifest error, constitute conclusive evidence against the Client that the Securities listed or referred to in the acknowledgement have been delivered into the possession of the Client notwithstanding that such agents may at the same time be employees or agents of the Dealer.



8. Disposition of Proceeds and Collection of Dividends

- 8.1 The Dealer shall be entitled to deposit all monies held in the Account and all monies received for or on the account of the Client with one or more segregated account(s) in Hong Kong, each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) or any other person approved by the SFC for the purposes of section 4 of the Client Money Rules.
- 8.2 No interest will accrue upon any amounts which may be held by the Dealer to the credit of the Client, unless there is an agreement in writing to the contrary.
- 8.3 In relation to dividends or other distributions or benefits accrued in respect of Securities deposited with the Dealer which are not registered in the name of the Client, the Dealer shall credit the Account (or make payment to the Client as may be agreed) with the proportion of such benefit equal to the proportion of the total number or amount of Securities which shall comprise Securities held on behalf of the Client.

9. Commission, Interest and Charges

- 9.1 Commission, brokerage and other charges shall be levied at such rates as the Dealer may specify from time to time.
- 9.2 If the Dealer engages the services of other brokers or agents, the Dealer shall be entitled to accept and keep, for its own account, any commission or rebate which the Dealer may receive from any broker or agent in respect of any business the Dealer supplies to them on behalf of the Client.
- 9.3 The Dealer may debit from time to time from the Account, and the Client will reimburse the Dealer on demand in respect of any deficiency arising therefrom, all fees and expenses of any brokers, agents and nominees engaged by the Dealer in connection with Securities Transactions conducted on behalf of and services rendered to the Client.
- 9.4 All costs and expenses of collection of the debit balance and any unpaid deficiency in the Account, including without limitation, legal fees, incurred and payable or paid by the Dealer shall be borne by the Client.
- 9.5 The Client undertakes to pay interest to the Dealer in respect of any debit balance on the Account or any amount otherwise owing to the Dealer at any time at such rate as may be specified from time to time by the Dealer or failing any such specification at a rate equivalent to five (5) per cent (cash account) or one & a half (1.5) per cent (margin account) per annum above the best lending rate quoted by The Hong Kong and Shanghai Banking Corporation Limited from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Dealer.

10. Foreign Currency Transactions

- 10.1 The Account shall be in Hong Kong Dollars or such other currencies as the Dealer may agree from time to time and in the event that the Client instructs the Dealer to effect any sale or purchase of Securities in a currency other than Hong Kong Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of the Client solely. Any conversion from one currency into another required to be made for performing any action or step taken by the Dealer under this Agreement may be effected by the Dealer in such manner and at such time as it may in its absolute discretion decide.
- 10.2 All payments to be made by the Client to the Dealer in a currency other than Hong Kong Dollars shall be in freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by the Dealer.



11. Default

- 11.1 The Dealer shall be entitled to exercise its powers under clause 11.2 upon or at any time after the occurrence of any of the following events and whether within or beyond the control of the Client:
- (1) the Client fails or becomes likely to fail to pay on demand or when due any sum or perform any of the Client's other obligations under this Agreement;
 - (2) an order is made or a petition is presented in any court of competent jurisdiction or a resolution passed for the bankruptcy, winding up, or dissolution of the Client, or a receiver, trustee or similar official is appointed over the whole or a substantial part of the Client's assets, or any attachment or sequestration is levied against any Account, or any injunction, prohibition order or similar order is declared on any of the Client's assets, or execution, distress or similar process is levied against any of the Client's assets;
 - (3) where the Client is an individual or a partnership, a judicial declaration of incompetence is made in respect of the Client or any of the partners, or the Client or any of the partners die;
 - (4) it shall become unlawful for the Client to maintain the Account or to perform any of the Client's obligations under this Agreement, or any authorization, consent, approval or license necessary for the Client to continue the Account or to perform any of its obligation under this Agreement shall be revoked or otherwise cease to be in full effect;
 - (5) there occurs a material adverse change in the business, assets or general condition of the Client which, in the opinion of the Dealer, may adversely affect the due performance by the Client of its obligations under this Agreement;
 - (6) if the Dealer determines in its discretion that the exercise by the Dealer of any powers conferred by clause 11.2 is necessary for compliance with any rules, regulations or requirements of any Exchange, Clearing House, correspondent Broker or other brokers;
 - (7) whenever the Dealer at its discretion deems that (i) a situation has arisen which makes it improbable that the Client will be able to perform all the Client's obligations under this Agreement or that (ii) it is desirable or prudent for the Dealer's own protection.
 - (8) any representation or warranty made by the Client to the Dealer in this Agreement or in any document being or becoming incorrect or misleading; or
 - (9) the death of the Client (being an individual).
- 11.2 Upon or at any time after the occurrence of any of the events specified in clause 11.1, the Dealer Shall forthwith be entitled, without prejudice to any other rights or remedies that the Dealer may have against the Client and without notice to the Client, to do any of the following things in its discretion:
- (1) close the Account and terminate all or any part of this Agreement;
 - (2) cancel any or all outstanding orders or any other commitments made on behalf of the Client;
 - (3) close any or all contracts between the Dealer and the Client, cover any short position with the Dealer through the purchase of Securities on any Exchange, or subject to clauses 7.5 and 7.6, liquidate any long position with the Dealer through the sale of Securities on any Exchange; sell any or all Securities held or carried for the Client at such price as the Dealer may consider appropriate and to apply the proceeds thereof any cash deposits to settle all outstanding balances owing to the Dealer;
 - (4) combine, consolidate and set-off any or all Accounts in accordance with clause 12.
- 11.3 After deducting all costs and expenses incurred in connection with any action taken pursuant to clause 11.2, the Dealer may apply any remaining proceeds to the payment of any liability of the Client. If the proceeds are insufficient for such purpose, notwithstanding that the time originally stipulated for settlement may not then



have arrived, the Client shall promptly upon demand pay to the Dealer and indemnify and hold the Dealer harmless against any deficiency arising therefrom, together with interest thereon and all professional costs and expenses incurred by the Dealer in connection therewith and properly deductible by the Dealer from any funds of the Client in its possession.

- 11.4 The Client shall be liable for the payment upon demand of any debt, balance or other obligations owing on any of the Accounts and shall be liable for any deficiency remaining in the Accounts in the event of the liquidation thereof, in whole or in part, by the Dealer or by the Client, together with interest thereon and all costs and expenses including legal expenses incurred by the Dealer in connection with such liquidation.
- 11.5 Forthwith upon the occurrence of any events specified in clause 11.1, (i) all amounts owing by the Client to the Dealer shall become immediately payable on demand, and interest will accrue at the rate provided in clause 9.5 on the amount outstanding from time to time; and (ii) the further performance by the Dealer of any of its outstanding obligations to the Client under this Agreement (whether for the payment of money or otherwise) shall be conditional upon the Client having fully discharged all its obligations to the Dealer under this Agreement.

12. Lien and Combination of Accounts

- 12.1 Without prejudice and in addition to any general lien, right of set-off or similar right to which the Dealer may be entitled by law and subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, all of the Client's interest in any Securities, commodities or other property held by the Dealer, for any purpose in any Account, including any Account in which the Client may have an interest either individually or jointly with others, or property which may be in the possession of the Dealer, whether for safe-keeping or otherwise, shall be subject to a lien in favour of the Dealer as continuing security for the discharge of all indebtedness and other obligations of the Client to the Dealer. The Dealer may sell such property, take all necessary actions in connection with such sale and utilize the proceeds to set-off and discharge all obligations of the Client to the Dealer regardless of whether any other person is interested therein or the Dealer has made advances in connection with such property.
- 12.2 The Dealer may, subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, at any time and without notice to the Client, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Accounts and set-off or transfer any sum standing to the credit of any one or more of the Accounts in or towards satisfaction of any of the Client's indebtedness, obligations or liabilities to the Dealer on any other Accounts or in any other respect whatsoever, whether such indebtedness, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured. Where any set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange determined by the Dealer to be applicable.

13. Transaction Summary and Reports

- 13.1 The Dealer will report to the Client executions of Securities Transactions (i) promptly by telephone calls, facsimile, E-mail, or other electronic communications and (ii) by posting to the Client hard copy of the transaction confirmation and account statement or by E-mailing soft-copy of electronic transaction confirmation & account statement to the Client on the following business day. Unless there has been no Securities Transaction during any particular month, the Dealer will post to the Client monthly statement showing a transaction summary for the month.
- 13.2 The Client shall have a duty to examine the transaction confirmation, account statement and the monthly statement carefully and to notify the Dealer in writing of any alleged error or irregularity therein within (i) seven (7) days for transaction confirmation and account statement; or (ii) such other period of time as may be



specified by the Dealer generally or in any particular case, after transmittal thereof to the Client. The transaction confirmations, account statement and monthly statement shall be conclusive and deemed to be accepted if not objected in writing to by the Client within the applicable period and the Client shall be deemed to have waived any such error in the absence of notification to the Dealer.

14. Exclusion and Indemnity

14.1 The Dealer will use all reasonable endeavours to comply with and carry out instructions given by the Client and accepted by the Dealer concerning the Accounts or Securities Transactions but neither the Dealer nor any of its directors, employees or agents (save where it has been established that they or any of them have acted fraudulently or in willful default) shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Client as a result of:

- (1) any inability, failure or delay on the part of the Dealer to comply with or carry out or fulfill any such instruction or any ambiguity or defect in any such instruction; or
- (2) the Dealer in good faith acting or relying on any instruction given by the Client, whether or not such instruction was given following any recommendation, advice or opinion given by the Dealer or any Associate or by any of its or their directors, employees or agents; or
- (3) the Dealer failing to perform its obligations hereunder by reason of any cause beyond its control, including any governmental or regulatory restriction, closure of any Exchange (or any division thereof), breakdown or failure, disruption or malfunction of transmission or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of any Exchange, Clearing House, Correspondent Broker, other broker or person whatsoever to perform its obligations; or
- (4) any Exchange, Clearing House, Correspondent Broker or other broker ceasing for any reason to recognize the existence or validity of any Securities Transaction entered into by the Dealer on behalf of the Client, or failing to perform or close out any such contract provided that such cessation or failure shall not affect the Client's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom; or
- (5) any failure of the Client to keep the Access Code secret; or
- (6) any action taken by the Dealer upon any order or instruction transmitted to the Dealer through Electronic Service which appears to have been transmitted from the Client using the Access Codes; or
- (7) the mis-interpretation of any instruction placed electronically, or delays or errors in transmission owing to Internet traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continued operation or availability of the Electronic Service and all other related equipments, facilities and services; or
- (8) the Dealer exercising any or all of its rights conferred by the terms of this Agreement; or
- (9) any conversion of one currency to another pursuant to, in relation to or arising from this Agreement.

14.2 The Client will indemnify the Dealer and his directors, employees, agents and correspondents against all expenses, liabilities, claims and demands arising out of anything lawfully done by the Dealer or such persons in connection with this Agreement.

14.3 The Client undertakes to indemnify and keep indemnified the Dealer in respect of any costs, claims, demands, damages and expenses whatsoever which may be suffered or incurred by the Dealer directly or indirectly arising out of or in connection with any transaction entered into by the dealer as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by the Dealer in accordance with the terms of this Agreement or pursuant to any Client's instruction or communication. The



Client also agrees to pay promptly to the Dealer, on demand, all damages, costs and expenses (including legal expenses on a full indemnity basis) incurred by the Dealer in the enforcement of any of the provisions of this Agreement)

15. Risk Disclosure, Representations and Warranties

15.1 The Client acknowledges and agrees that:

- (1) the price of Securities can and does fluctuate; any individual Security may experience upward or downward movements, and may under some circumstances even become valueless; and therefore there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling Securities; and this is a risk which the Client is prepared and able to accept;
- (2) there are risks in leaving Securities in the Dealer's custody or in authorizing the Dealer to deposit Securities as collateral for loans or advances made to the Dealer or authorizing the Dealer to borrow or loan securities; these are risks that the Client is prepared and able to accept;
- (3) due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication, that transactions conducted via electronic means are subject to delays in transmission and receipt of his instructions or other information, delays in execution or execution of his instructions at prices different from those prevailing at the time his instructions were given, transmission interruption or blackout, that there are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an instruction after it has been given;
- (4) if the Dealer commits a default as defined in Part XII of the Ordinance and a qualifying client thereby suffers a pecuniary loss, the qualifying client shall have a right to claim under the compensation fund established under the Ordinance, subject to the terms of the compensation fund from time to time. The qualifying client's right to claim under the compensation fund shall be restricted to the extent provided for in the Ordinance and its rules and regulations;
- (5) if the Client undertakes on an electronic trading system, he will be exposed to risks associated with the system including the failure of hardware and software, and that the result of any system failure may be that his order is either not executed according to his instructions or is not executed at all;
- (6) every Securities Transaction executed by the Dealer for the Client on the floor of SEHK shall be subject to levies which SEHK may from time to time impose and the Dealer is authorized to collect any such levies in accordance with the rules prescribed by SEHK from time to time;
- (7) in respect of any Securities Transaction concluded by the Dealer for the Client on the floor of SEHK, the rules of SEHK and HKSCC, in particular, those relating to trading and settlement shall be binding upon both the Dealer and the Client;
- (8) whilst the Client expects the Dealer to keep confidential all matters relating to the Client or the Account, the Dealer may, if requested by SEHK, provide to SEHK details of the Account, in order to assist SEHK with any investigation or enquiry it is undertaking; and
- (9) all purchases, sales, exchanges or other dispositions of or dealings in or with any Securities will be made by the Client on the foregoing express basis and understanding.

15.2 The Client represents, warrants and undertakes that:

- (1) the Client has read the English/Chinese version of this Agreement and the contents of this Agreement have been fully explained to the Client in a language which the Client understands and the Client accepts this Agreement;
- (2) the information contained in the Client Registration Form is true, accurate and complete on which the



Dealer is entitled to rely until the Dealer has received notice in writing from the Client of any changes therein. The Dealer will be notified immediately in writing of any material changes in such information;

- (3) save as otherwise disclosed to the Dealer in writing, the Client is trading on the Client's own account and no one other than the Client has any interest in the Account;
- (4) all necessary consents or authorization which may be required for this Agreement have been obtained and are in full force and effect;
- (5) the Client has the authority and legal capacity to enter into and perform its obligations under this Agreement and this Agreement constitutes the valid and legally binding obligations of the Client; and
- (6) neither the signing, delivery or performance of this Agreement nor any instructions given hereunder will contravene or constitute a default under any existing or applicable law, statute, ordinance, rule or regulation or judgment or cause to be exceeded any limit by which the Client or any of the Client's assets is bound.

15.3 Where the Client is a body corporate, the Client certifies, represents and warrants that;

- (1) it is duly incorporated and validly existing under the laws of its place of incorporation and has full power to execute and perform its obligations under this Agreement and to incur any indebtedness; and
- (2) the Certified Copy Resolutions set out in Schedule III were duly passed at a meeting of its directors duly convened and held on or prior to the date hereof in accordance with its constitutional documents and were entered in its minute book and are in full force and effect.

15.4 Where the Client is an individual, the Client represents and warrants that he is legally capable of validly entering into and performing this Agreement and that he has attained the age of eighteen (18) years and is of sound mind and legal competence and is not a bankrupt.

15.5 In the case of the Client being joint account holders or a partnership, the Client or each of the partners (as the case may be) represents and warrants that:

- (1) the liability of each such person is joint and several;
- (2) the Dealer has no obligation to inquire into the purpose or propriety of any instruction given or to see to the application of any funds delivered by the Client or any of them in respect of the Account;
- (3) notwithstanding any other arrangements which may have been made between them, the rule of survivorship shall apply to the Account and, on the death of any one of them, all properties for the time being standing to the credit of the Account and anything held by the Dealer whether by way of security or otherwise shall be held to the order of the survivor;
- (4) any one of them has full authority (i) to give any instruction with respect to any Account; (ii) to receive demands, notices, confirmations, reports, statements and other communications of any kind, it being understood and agreed that such communications if addressed to the Client shall be binding on each of them notwithstanding that such communications have not been sent to or received by every one of them; and (iii) generally to deal with the Dealer in connection with this Agreement as fully and completely as if the other joint account holders had no interest therein; and
- (5) this Agreement continues 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 retirement of any partner.

15.6 If the Client effects transactions for the account of his Client, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transaction as principal with any Clients of the Client, the Client hereby agrees that, in relation to a transaction where the Dealer has received an enquiry from SEHK



and/or SFC (Hong Kong Regulators), the following provisions shall apply:

- (1) subject to as provided below, the Client shall, immediately upon request by the Dealer (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the Client for whose account the transaction was effected and (so are as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the Client/the ultimate beneficiary) who originated the transaction.
- (2)
 - (a) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by the Dealer (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction.
 - (b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Dealer when his discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall immediately upon request by the Dealer (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.
 - (c) If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Dealer when his discretion to invest on behalf of the beneficiary of such scheme, account or trust has been overridden. In case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Dealer (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transaction.
- (3) If the Client is aware that his Client is acting as intermediary for its underlying Client(s), and the Client does not know the identity, address, occupation and contact details of the underlying Client for whom the transaction was effected, the Client confirms that:
 - (a) the Client has arrangements in place with his Client which entitle the Client to obtain the information set out in sub-clauses 15.6 (1) and/or 15.6 (2) from his Client immediately upon request or procure that it be so obtained; and
 - (b) the Client will, upon request from the Dealer in relation to a transaction, promptly request the information set out in sub-clauses 15.6 (1) and/or 15.6 (2) from his Client on whose instructions the transaction was effected, and provide the information to the Hong Kong Regulators as soon as it is received from his Client or procure that it be so provided.
- (4) The above terms shall continue in effect notwithstanding the termination of this Agreement.

15.7 The Client undertakes to inform the Dealer when a sell order is in respect of securities which the Client does not own i.e. is a short sell.

16. New Listing of Securities

16.1 In the event that the Client requests and authorizes the Dealer to apply for Securities in respect of a new listing



and/or issue of Securities on the Exchange as his agent and for his benefit or for the benefit of any other person, the Client hereby warrants to and for the Dealer's benefit that the Dealer have authority to make such application on the Client's behalf.

- 16.2 The Client shall familiarize himself and comply with all the terms and conditions governing the securities of the new listing and/or issue and the application for such new securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Client agrees to be bound by such terms and conditions in any such transaction the Client may have with the Dealer.
- 16.3 The Client hereby gives to the Dealer all the representations, warranties and undertakings which an applicant for securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant securities, the SEHK or any other relevant regulator or person).
- 16.4 The Client hereby further declares and warrants, and authorizes the Dealer to disclose and warrant to SEHK on any application form (or otherwise) and to any other person as appropriate, that any such application made by the Dealer as his agent is the only application made, and the only application intended to be made, by the Client or on the Client's behalf, to benefit the Client or the person for whose benefit the Client's applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by the Dealer and by the issuer, sponsors, underwriters or placing agents of the relevant securities, SEHK or any other relevant regulator or person in respect of any application made by the Dealer as the Client's agent.
- 16.5 The Client acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.
- 16.6 The Client recognizes and understands that the legal, regulatory requirements and market practice in respect of applications for securities may vary from time to time as may the requirements of any particular new listing or issue of securities. The Client undertakes to provide to the Dealer such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as the Dealer may in the Dealer's absolute discretion determine from time to time.
- 16.7 In relation to a bulk application to be made by the Dealer or the Dealer's agent on the Dealer's own account and/or on behalf of the Client and/or the Dealer's other Client, the Client acknowledges and agrees:
- (1) that such bulk application may be rejected for reasons which are unrelated to the Client and the Client's application and neither the Dealer nor the Dealer's agent shall, in the absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection; and
 - (2) to indemnify the Dealer in accordance with clause 14 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors.

17. Termination

- 17.1 This Agreement shall not be effectively terminated by the Client until two (2) business days after the actual receipt by the Dealer of a written notice of termination from the Client. Such notice shall not affect any Securities Transaction entered into by the Dealer prior to its receipt thereof and shall not be effective until the Dealer has had a reasonable time to act thereon after receipt. Upon receipt by the Dealer of the termination notice from the Client, the Dealer may close the Account by exercising its rights under clause 11.
- 17.2 The Dealer may by notice in writing terminate this Agreement at any time without assigning any reason and



may thereafter close the Account by exercising its rights under clause 11.

18. Confidentiality

- 18.1 Whilst the Client expects the Dealer to keep confidential all matters relating to the Client or the Account, the Client agrees that the Dealer may (and the Dealer is hereby authorized to) disclose, whether during the continuance or after termination of this Agreement and without notice to the Client, any such information to: (i) any Associate or any other persons and agents retained by the Dealer to provide services to the Dealer; or (ii) any assignee or sub-contractor of the Dealer's rights or obligations under this Agreement; or (iii) any regulatory body or as required by any law, any investigation or enquiry it is undertaking.
- 18.2 The Client shall immediately on demand supply to the Dealer such financial and other information relating to the Client (or, where applicable, relating to the shareholders or the beneficial owners of the Client) as the Dealer may require. The Dealer shall have no obligation to give reason for the request nor to disclose to the Client the purpose for which the information is required.
- 18.3 The Client further acknowledges that the rules and regulations of SEHK and SFC and the rules or regulations of other Exchanges on which the Dealer or the Correspondent Broker effects Securities Transactions on behalf of the Client may require the disclosure of information relating to the Client or the Account. The Client hereby irrevocably authorizes the Dealer and any Correspondent Broker, without further notice to or consent from the Client, to disclose to the relevant authorities all such information and to provide such authorities with all such documents (or copies thereof) in the Dealer's possession as may be required for this purpose, including (without limitation) the names and the ultimate beneficial identity of the Client, the financial position of the Client for the time being known to the Dealer. The Client shall not in any way hold the Dealer or any Correspondent Broker liable for any consequences arising out of such disclosure, and the Client shall reimburse the Dealer and any Correspondent Broker on demand all costs and expenses (if any) incurred in complying with requests for such disclosure.
- 18.4 The Dealer is subject to the Hong Kong Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) as amended or re-enacted from time to time, which regulates the use of personal data concerning individuals. Further information on the Dealer's policies and practices relating to personal data is set out in the Dealer's Personal Information Collection Statement in force from time to time, the current version of which is attached as Schedule V.

19. Joint Clients

- 19.1 Where the Client consists of more than one person:
- (1) the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them;
 - (2) the Dealer shall be entitled to, but shall not be obliged to, act on instructions or requests from any of them;
 - (3) each of them shall be bound though any other Client or any other person intend to be bound is not, for whatever reason, so bound; and
 - (4) the Dealer shall be entitled to deal separately with any of the Client on any matter including the discharge of any liability to any extent without affecting liability of any others.
- 19.2 Where the Client consists of more than one person, on the death of any of such persons (being survived by any other such persons), this Agreement shall not be terminated and the interest in the Account of the deceased will thereupon vest in and enure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by the Dealer against such deceased Client's estate. The surviving



Client(s) shall give the Dealer written notice immediately upon any of them becoming aware of any such death.

20. Miscellaneous

- 20.1 Waiver: Any failure by the Dealer to insist at any time upon strict compliance with the terms of this Agreement or any continued course of such conduct by the Dealer shall in no event constitute or be considered a waiver generally or specifically by the Dealer of any of the Dealer's rights or privileges, unless such waiver is signed by the Dealer in writing.
- 20.2 Amendment: No provision of this Agreement may be altered, modified or amended in any respect unless it is in writing and signed by any one of the authorized officers of the Dealer. The Dealer may add to, vary or amend this Agreement from time to time and such addition, variation and amendment shall be binding on the Client if the Client continues to give instructions to the Dealer for the conduct of Securities Transactions thirty (30) days after the Client has been notified of any such addition, variation or amendment.
- 20.3 Credit Enquiry: The Dealer is authorized at any time to conduct credit enquiries and contact the banks specified in the Client Registration Form, other financial institutions and credit agencies for the purposes of verifying the information provided in the Client Registration Form and ascertaining the Client's financial situation and investment objectives and experience.
- 20.4 Material Changes: Each party undertakes to notify the other in the event of any material changes to the information provided to the other party in connection with or for the purposes of this Agreement.
- 20.5 Time of Essence: Time is of the essence of the performance of all the Client's obligations in connection with this Agreement. If any document sent by the Client to the Dealer concerning the Account or any order made by the Client is for any reason undated, the time and date as shown on the Dealer's time chop as imprinted on such document at the time of its receipt by the Dealer shall be conclusive evidence of the time and date of the document.
- 20.6 Translation: This Agreement may be translated into any other language but, in the event of any conflict arising, the English version shall prevail.
- 20.7 Assignment: This Agreement may not be assigned by the Client without the prior written consent of the Dealer. The Dealer may, without the prior consent of the Client, assign or transfer any or all of its rights, title or interest under this Agreement and in the Accounts to any Associates or any other person, firm or corporation which may carry on business in succession to the Dealer provided that the Dealer shall give written notice to the Client of such assignment or transfer as soon as practicable.
- 20.8 Binding on Successor: This Agreement is binding on and enures to the benefit of the successors and permitted assigns and personal representatives (where applicable) of each party hereto.
- 20.9 Severability: If any provision of this Agreement is held to be invalid or unenforceable by any court or regulatory body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected and this Agreement shall take effect and be construed as if such invalid or unenforceable provisions were not contained herein.

21. Notices and Communications

- 21.1 All notices, statements and other communications shall be in writing which may be personally delivered or transmitted by post, facsimile or E-mail, if to the Client, at the address, facsimile number or E-mail address given in the Client Registration Form or at such other address, facsimile number or E-mail address as shall be designated by the Client in a written notice to the Dealer; and if to the Dealer, at its address at such office of the Dealer as the Dealer may from time to time select and notify to the Client.



- 21.2 All such notices, statements and communications shall be deemed to have been duly served, at the time of delivery or transmission, if delivered personally, by facsimile or E-mail; or two (2) days after the date of posting if transmitted by mail except that all notices and communications to the Dealer shall not be effective until actually received by the Dealer in a decipherable form.
- 21.3 All notices, statements and other communications delivered to the Client by the Dealer under this Agreement if by electronic devices shall be deemed made or given upon transmission of the message to the Client.

22. Governing Law, Jurisdiction and Process Agent

- 22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The Dealer and the Client hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong provided that the Dealer 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.



SIGNATURE of the Client

For Corporation:

Name of Authorized Person
Signing on behalf of Client

Signature and
Company Chop

In the presence of:

Explained by:

For Individual or Partnership:

Name

Signature

In the presence of:

Explained by:

SIGNED by the Dealer:

For and on behalf of

Realink iExchange Limited

(滙信理財有限公司)

Authorized Signature (s)



SCHEDULE I

Client Registration Form
Form A
(For Corporate Account)

1. CLIENT'S DATA

Name of Client (English):	Chinese:
Business Address:	Nature of Business:
	Telephone No.:
	Fax No.:
	E-mail address:
Registered Address:	Telephone No.:
	Fax No.:
Share Capital	
Authorized Share Capital:	shares of par value \$ each.
Issued Share Capital:	shares of par value \$ each , fully / partly paid.
Is the Client a member of any stock or commodities exchange or is the Client regulated or supervised by any government or regulatory agency?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide details:	

2. PARTICULAR OF SHAREHOLDERS/DIRECTORS

Name	Shareholder	Director	HKID/Passport No.	Home Address
	(Please tick ✓ as appropriate)			
1				
2				
3				
4				
5				
6				
7				

(Notes: Continue on a separate sheet if necessary)



3. BANK REFERENCE

Bank Name and Address:	Account No.:
	Account Type:

4. INVESTMENT EXPERIENCE AND FINANCIAL INFORMATION

Please tick one or more	
<input type="checkbox"/> Nil <input type="checkbox"/> Stocks <input type="checkbox"/> Warrants <input type="checkbox"/> Options <input type="checkbox"/> Futures <input type="checkbox"/> Others:	
Current Net Asset Value:	<input type="checkbox"/> \$0 - \$1,000,000 <input type="checkbox"/> \$1,000,001 - \$5,000,000 <input type="checkbox"/> \$5,000,001 - \$10,000,000 <input type="checkbox"/> \$10,000,001 - \$50,000,000 <input type="checkbox"/> >\$50,000,000
(please tick (√) as appropriate)	

5. INVESTMENT OBJECTIVE

Please tick (√) one or more <input type="checkbox"/> Generating income <input type="checkbox"/> Dividend yield <input type="checkbox"/> Hedging <input type="checkbox"/> Capital appreciation <input type="checkbox"/> Speculation <input type="checkbox"/> Others:
--

6. ULTIMATE BENEFICIAL OWNER

(a.) Identity of the ultimate beneficial owner(s) of the Account	
<input type="checkbox"/> The Client <input type="checkbox"/> Others:	Name: _____ Address: _____ ID / Passport No.: _____
(b.) Identity of the person(s) ultimately responsible for giving instructions in relation to transactions to be conducted through the Account	
(Not applicable if it is same as the ultimate beneficial owner(s))	
Name: _____ ID / Passport No.: _____	
Address: _____	



7. OMNIBUS ACCOUNT

Is the Account opened as an omnibus account?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, has an Omnibus Account Agreement been completed where applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the Client acting as an agent for any one or more third parties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please provide details of Client's principal:		

8. RELATED ACCOUNT

<p>Do you, the ultimate beneficial owner(s) of the Account, or the person ultimately responsible for giving instructions for the Account (“Relevant Person”), have any relationship with the director(s) of Realink iExchange Limited or any of its related companies?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of Relevant Person(s): _____</p> <p>Name of the director(s) or employee(s): _____</p> <p>Relationship: _____</p>
--

9. ACCOUNT COMMUNICATION

<p>Original contract notes (trading confirmations) and statements to be sent by mail</p> <p><input type="checkbox"/> (a) to the registered address listed in item 1 above;</p> <p><input type="checkbox"/> (b) to business address listed in item 1 above; or</p> <p><input type="checkbox"/> (c) to the following name and address: _____</p> <p>Trading confirmations may also be sent: (if applicable)</p> <p><input type="checkbox"/> (a) through telephone no. _____</p> <p><input type="checkbox"/> (b) by SMS to (mobile phone no.) _____ (mobile phone operator) _____</p> <p><input type="checkbox"/> (c) by electronic mail to (e-mail address) _____</p> <p><input type="checkbox"/> (d) others, please specify: _____</p>

10. SETTLEMENT DETAILS

Unless otherwise instructed by the Client all monies payable to the Client are to be credited to the following account:	
Banks:	Address:
Bank Account Name:	Bank Account Number:



11. SETTLEMENT AGENT

Custodian's Name: _____
Name of Custodian's Account: _____
Custodian's Account Number: _____

<p>The information contained in this Client Registration Form is true and accurate. The Dealer is entitled to rely fully on such information and representations for all purposes, unless the Dealer receives notice in writing of any change. The Dealer is authorized at any time to contact anyone, including the Client's banks, brokers or any credit agency, for the purpose of verifying the information provided on this Client Registration Form.</p>	
<p>DULY AUTHORIZED FOR AND ON BEHALF OF THE CLIENT</p>	
Name of Authorized Person: _____	Signature and Company Chop: _____
Title: _____	Date: _____

This Clients Registration Form must be accompanied by:

1. Memorandum and Articles of Association (or other constitutional documents, as applicable) and subsequent amending resolutions (if any);
2. certified copies of the audited accounts of the Client for the last one year and an unaudited balance sheet at a date not more than two months before the date of this Agreement or such other financial information as you may from time to time require;
3. a certified copy of the board resolution of Directors of the Client authorizing the opening and operating of the Account;
4. the most recent Annual Return of the Client;
5. certified copies of the Client's Certificate of Incorporation and Business Registration Certificate;
6. copies of Passports or I.D. Cards and specimen signatures of all Authorized Persons to operate the Accounts; and
7. copies of Passports or I.D. Cards of all Directors.

Note: Items 2 and 6 of the Client Registration Form must be filled in with appropriate information in order to comply with the Client

Identity Rule as specified in the Code of Conduct issued by the Securities & Futures Commission.

FOR OFFICE USE ONLY
Introduced by: _____
Documentation Checked by: _____
Approved by: _____



SCHEDULE I

Client Registration Form

Form B

(For Individual / Joint Account)

(for joint account, please supply same details for each joint account holder on separate sheet)

1. PERSONAL DATA

Name of Client: (English) Mr./Mrs./Miss	Chinese:
Home Address:	Birth Date:
	HKID/Passport No.:
	Nationality:
No. of year(s) at the present address: _____ year(s) <input type="checkbox"/> Self Owned <input type="checkbox"/> Rented <input type="checkbox"/> Mortgage <input type="checkbox"/> Company Quarters (please tick <input checked="" type="checkbox"/> as appropriate)	
Countries of Residence: _____ Telephone No.: _____ Fax No.: _____	
E-mail address: _____ Pager No.: _____	

2. FINANCIAL SUMMARY

Name & Address of Employer / Own Business:	Telephone No.:
	Fax No.:
Occupation/Position:	Year(s) of Service:
Annual Income <input type="checkbox"/> \$0 - \$200,000 <input type="checkbox"/> \$200,001 - \$300,000 <input type="checkbox"/> \$300,001 - \$400,000 <input type="checkbox"/> \$400,001 - \$800,000 <input type="checkbox"/> >\$800,000 (Please tick (✓) as appropriate)	Other Assets <input type="checkbox"/> Property Value: \$ <input type="checkbox"/> Securities Value: \$ <input type="checkbox"/> Others (please specify):

3. INVESTMENT EXPERIENCE

Please tick (✓) one or more: <input type="checkbox"/> Nil <input type="checkbox"/> Stocks <input type="checkbox"/> Warrants <input type="checkbox"/> Options <input type="checkbox"/> Futures <input type="checkbox"/> Others:



4. INVESTMENT OBJECTIVE

Please tick (√) one or more

Generating income Dividend yield Hedging Capital appreciation Speculation Others:

5. BANK REFERENCE

Bank Name and Address:	Account No.:
	Account Type:

6. ULTIMATE BENEFICIAL OWNER

(a.) Identity of the ultimate beneficial owner(s) of the Account

The Client Others: Name: _____
Address: _____
ID/Passport No.: _____

(b.) Identity of the person(s) ultimately responsible for giving instructions in relation to transactions to be conducted through the Account

(not applicable if it is same as the ultimate beneficial owner(s))

Name: _____ ID / Passport No.: _____
Address: _____

7. OMNIBUS ACCOUNT

Is the Account opened as an omnibus account? Yes No

If yes, has an Omnibus Account Agreement been completed where applicable? Yes No

Is the Client acting as an agent for any one or more third parties? Yes No

If yes, please provide details of Client's principal:

8. DISCLOSURE OF IDENTITY

Are you, the ultimate beneficial owner(s) of the Account, the person ultimately responsible for giving instructions for the Account, a registered person, or a director or an employee of any registered person of the Securities and Futures Commission in Hong Kong?

Yes No

Name of the registered person(s): _____

Position: _____



9. RELATED ACCOUNT

Do you, the ultimate beneficial owner(s) of the Account, or the person ultimately responsible for giving instructions for the Account (“Relevant Persons”), have any relationship with the director(s) of Realink iExchange Limited or any of its related companies?

Yes No

Name of Relevant Person(s): _____

Name of the director(s) or employee(s): _____

Relationship: Husband / Wife Father / Mother / Son / Daughter Other:

10. ACCOUNT COMMUNICATION

Original contract notes (trading confirmations) and statements to be sent by mail

- (a) to the home address listed in item 1 above;
- (b) to the business address listed in item 2 above; or
- (c) to the following name and address:

Trading confirmations may also be sent: (if applicable)

- (a) through telephone no. _____
- (b) by SMS to (mobile phone no.) _____ (mobile phone operator) _____
- (c) by electronic mail to (e-mail address) _____
- (d) by paging to (pager no.) _____
- (e) others, please specify: _____

11. SETTLEMENT DETAILS

Unless otherwise instructed by the Client all monies payable to the Client are to be credited to the following account:

Unless otherwise instructed by the Client all monies payable to the Client are to be credited to the following account:	
Bank:	Address:
Bank Account Name:	Bank Account Number:



12. SETTLEMENT AGENT

Custodian's Name: _____
Name of Custodian's Account: _____
Custodian's Account Number: _____

<p>The information contained in this Client Registration Form is true and accurate. The Dealer is entitled to rely fully on such information and representations for all purposes, unless the Dealer receives notice in writing of any change. The Dealer is authorized at any time to contact anyone, including the Client's banks, brokers or any credit agency, for the purpose of verifying the information provided on this Client Registration Form.</p>	
<p>Client's Signature: _____</p>	<p>Client's Signature: _____</p>
<p>Date: _____</p>	<p>Date: _____</p>
<p><i>Note: This Client Registration Form must be accompanied by copies of the Hong Kong I.D.card(s) or Passport(s) of all Account Holder(s) and all Authorized Persons (if any). All Joint Account Holders must sign.</i></p>	
<p><i>Note: Item 6 of this Client registration Form must be filled in with appropriate information in order to comply with the Client Identity Rule as specified in the Code of Conduct issue by the Securities & Futures Commission.</i></p>	

FOR OFFICE USE ONLY
Introduced by: _____
Documentation Checked by: _____
Approved by: _____



SCHEDULE II

List of Authorized Persons

Name	Passport / I.D. Card No.	Telephone No.	Fax No.	Specimen Signature

Specimen of Business Chop / Seal

Signing instructions: Any _____ of the Authorized Persons is/are authorized to sign documents on behalf of the Client.

Other signature arrangements: _____

N.B. All unused spaces must be ruled off.



SCHEDULE III

CERTIFIED COPY RESOLUTIONS

To: Realink iExchange Limited

At a Meeting of the directors of _____ (the "Company") held at _____ on the following resolutions were passed:

1. That a cash securities trading account be opened with Realink iExchange Limited (the "Dealer") in the name of the Company and at any time hereafter additional cash securities trading accounts be opened and maintained in the books of the Dealer in the name of the Company as the Company may from time to time direct in each case for the purpose of trading in Securities subject to the terms and conditions in a Cash Client's Agreement (the "Agreement") in the form produced to the Meeting. Terms and expressions used in the Agreement shall have the same meaning when used in these Resolutions.
2. That each of the Authorized Persons be and is hereby authorized to have full authority to represent the Company in all matters in relation to all dealings with the Dealer and sign for and on behalf of the Company in accordance with the signing instructions specified in Schedule II of the Agreement all agreements, documents and receipts in connection therewith.
3. That the Agreement in the form produced to the Meeting is hereby approved and each of the Authorized Persons be and is hereby authorized to sign the Agreement on behalf of the Company.
4. That the Dealer be instructed to honour and comply with all directions and instructions given for or in respect of the Accounts and any other accounts of any kind whatsoever on behalf of the Company provided that such directions, if given verbally be telephone, are given by any of the Authorized Persons and, if given in writing by letter, facsimile or otherwise, are signed in accordance with the signing instructions specified in Schedule II of Agreement.
5. That the Dealer be authorized to debit from time to time or at any time from any of the Accounts any brokerage, commission, fee or expense payable by the Company pursuant to the Agreement.
6. That the Dealer be furnished with a list of names, addresses and specimen signatures of the Directors and any other persons authorized to sign for and on behalf of the Company in its dealings with the Dealer and that the Dealer be informed from time to time by notice in writing by the Company together with a certified copy of the board resolution setting out any change of the persons so authorized and that the Dealer be entitled to act and rely upon the list or such notice until receipt by the Dealer of such further notice.
7. That in the absence of any direction to the contrary all Accounts subsequently opened shall be operated and dealt with upon the terms set out herein insofar as the same may be applicable.
8. That the Dealer be forthwith supplied with a copy of the Certificate of Incorporation, Business Registration Certificate and Memorandum and Articles of Association of the Company and with copies of any amending special resolutions that may from time to time be passed and as soon as the same are passed.
9. That a copy of any resolution of the Board of the Company purporting to be certified as correct by the Chairman of the Meeting shall as between the Dealer and the Company be conclusive evidence of the passing of the resolution so certified.
10. That resolutions in connection with or in respect of the Accounts, Securities Transactions and dealings with the Dealer be communicated to the Dealer and they shall remain in full force and effect until receipt by the Dealer of a resolution or resolutions to the contrary and certified as correct by the Chairman of the Meeting.



I HEREBY CERTIFY that the foregoing Resolutions have been duly entered in the minute book and signed therein by me as Chairman and are in accordance with the Articles of the Company.

I further certify that the names of the Authorized Persons required to operate the Account on behalf of the Company and their specimen signatures, as supplied to the Dealer, are correct and genuine.

Dated the _____ day of _____

Chairman of the Meeting

Up-to-date, certified true copies of the following documents are sent herewith:

1. Memorandum and Articles of Association (or other constitutional documents, as applicable) and amending resolutions (if any).
2. Certificate of Incorporation.
3. Business Registration Certificate.
4. Most recent Annual Return.
5. Particulars and specimen signatures of all Directors, and Authorized Persons.
6. Audited accounts for last one year and an unaudited balance sheet made up to a date not more than two months before the date of the Agreement or such other financial information as the Dealer may from time to time agree to accept.



SCHEDULE IV

RISK DISCLOSURE STATEMENT**To: Realink iExchange Limited**

1. I / We acknowledge that the price of securities can and does fluctuate, sometimes dramatically, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. I / We also acknowledge that there may be risks in leaving securities in your safekeeping. For example, if you are holding my / our securities and you become insolvent, I / we may experience significant delay in recovering the securities. These are risks that I / we am / are prepared to accept.
2. I / We understand that Growth Enterprise Market (GEM) has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, I / we understand that companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. I / We appreciate that there may be risks arising out of the emerging nature of companies listed on GEM and the business sectors or countries in which the companies operate.
3. I / We am / are aware of the potential risks of investing in such companies and understand that I / we should make the decision to invest only after due and careful consideration. I / We understand the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
4. Given the emerging nature of companies listed on GEM, I / we understand there is a risk that securities traded on GEM may be susceptible to higher market volatility compared to securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on GEM.
5. I / We further understand that the principal means of information dissemination on GEM is publication on the internet website operated by the Exchange. Companies listed on GEM are not generally required to issue paid announcements in gazette newspapers. Accordingly, I / we acknowledge that I / we need to have access to up-to-date information on GEM-listed companies as published on the GEM website.
6. I / We acknowledge that this risk disclosure statement does not purport to disclose all the risks and other significant aspects of GEM. I / We understand that I / we should undertake my / our own research and study on the trading of securities on GEM before commencing any trading activities.
7. I / We understand that I / we should seek independent professional advice if I / we am / are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on GEM.
8. I / We understand that the signing of this disclosure statement is mandatory under the Rules of the Exchange. I / We understand that you will not be able to effect my / our instructions to deal in securities on GEM if this statement is not signed and acknowledged by me / us.
9. I / We understand that if I / we provide you with an authority to hold mail or to direct mail to third parties, it is important for me / us to promptly collect i person all contract notes and statements of my / our account and review them in detail to ensure that any anomalies or mistakes can be detected in timely fashion.
10. I / We understand that the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. I / We understand that I / we should consult you and become familiarized with the PP before trading in the PP securities. I / We am / are aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.



11. This risk disclosure statement has been fully explained to me / us and I / we fully understand the contents hereof. I / We have been invited to read this risk disclosure statement, to ask questions and take independent advice if I / we wish. I / We understand that you are required under the Rules of the Exchange to ensure that I / we am / are provided with a copy of this risk disclosure statement signed and dated by me / us and contains the declaration by my Financial Consultant.

Account Number: _____

Name of Account: _____

Signature of Client: _____

Date: _____

Declaration by Investment Service Officer:

I, _____ (CE number: _____), have fully explained the contents of this risk disclosure statement to the above-named Client in a language which he / they understand(s); invited the above-named Client to read the risk disclosure statement, ask questions and take independent advice if the Client wishes.

Signed by Investment Service Officer

Date: _____



SCHEDULE V**PERSONAL INFORMATION COLLECTION STATEMENT**

1. From time to time, it is necessary for clients to supply Realink iExchange Limited (the "Dealer") with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of financial services.
2. Failure to supply such data may result in the Dealer being unable to open or continue accounts or establish or continue credit facilities or provide financial services.
3. It is also the case that data are collected from clients in the ordinary course of the continuation of the business relationship between clients and the Dealer.
4. The purposes for which data relating to clients may be used are as follows:
 - (a) The daily operation of the services and credit facilities provided to clients;
 - (b) Conducting credit checks;
 - (c) Assisting other financial institutions to conduct credit checks, subject to the consent of clients;
 - (d) Ensuring ongoing credit worthiness of clients;
 - (e) Designing financial services, credit facilities or related products for clients' use;
 - (f) Marketing financial services, credit facilities or related products;
 - (g) Determining the amount of indebtedness owed to or by clients;
 - (h) Collection of amounts outstanding from clients and those providing security for clients' obligations;
 - (i) Meeting the requirements to make disclosure under the requirements of any rule, regulation or law binding on the Dealer; and
 - (j) Purposes relating thereto.
5. Data held by the Dealer relating to clients will be kept confidential but the Dealer may provide such information to:
 - (a) Any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, futures contract clearing or other services to the Dealer in connection with the operation of their business;
 - (b) Any other branch of the Dealer;
 - (c) Any other person under a duty of confidentiality to the Dealer including Associates of the Dealer which has undertaken to keep such information confidential;
 - (d) Any financial institution or broker with which clients have or propose to have dealings;
 - (e) Any actual or proposed assignee of the Dealer or participants or sub-participants or transferee of the Dealer's rights in respect of the clients; And
 - (f) Any of the Dealer's authorized debt collection agencies and other authorized parties for the purpose of collection, recovery and any other actions or remedies available legally to the Dealer for outstanding debt due to the Dealer.
6. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance, any individual:



- (a) Has the right to check whether the Dealer hold any data about him and the right of access to such data;
 - (b) Has the right to require the Dealer to correct any data relating to him which is inaccurate; and
 - (c) Has the right to ascertain the Dealer's policies and practices in relation to data and to be informed of the kind of personal data held by the Dealer.
7. In accordance with the terms of the Personal Data (Privacy) Ordinance, the Dealer has the right to charge a reasonable fee for the processing of any data access request.
8. The person to whom requests for access to data or correction of data for information regarding policies and practices and kinds of data held are to be addressed is as follows:

Realink iExchange Limited

Revised on 14 September 2010

