香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

CLIENT AGREEMENT FOR SECURITIES TRADING

THIS AGREEMENT[1], effective immediately upon execution[2] by (B) and acceptance by (A), is entered into

BETWEEN

(A) **USMART SECURITIES LIMITED** whose registered office is at Unit 2606, 26/F, FWD Financial Centre, 308 Des Voeux Road Central, Hong Kong (hereinafter referred to as "**USL**"); and
(B) the client(s) whose name(s) and address are as appeared on the Account Opening Form for securities trading (hereinafter referred to as the "**Client**").

USL is licensed and registered with:-

(a) Securities and Futures Commission ("**SFC**") as a Licensed Corporation, CE number **BJA907**, for carrying on the regulated activities of (1) dealing in securities (including provision of financial accommodation to facilitate acquisitions or holdings of securities by Client); (2) advising on securities and (3) asset management; and
(b) The Stock Exchange of Hong Kong Limited ("**Exchange**") as an Exchange Participant.

In consideration of USL accepting to open a securities trading account(s) and operating such account in the Client's name and on the Client's behalf, for the purpose of and in connection with the sale and purchase of Securities, the Client hereby agrees to abide by the following terms and conditions.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITION AND INTERPRETATION

1.1 In this Agreement, the following terms shall bear the following meanings:

"**Account Opening Form**" refers to the application form or its equivalent submitted and duly signed by the Client in the format as required by USL for the purposes of opening and maintaining the account of securities trading under the provisions of this Agreement.

"**Access Codes**" means the combination of a Password and an Account Number to gain an access to USL's Electronic Trading Services.

"**Account**" means each account opened by the Client with USL from time to time pursuant to this Agreement. "**Account Number"** means a serial number assigned by USL to be used as the Client's personal identification when opening the Account.

"**AEOI**" or **"Automatic Exchange of Financial Account Information"** means one or more of the following, as the context requires: (i) FATCA (Foreign Account Tax Compliance Act); (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance; (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or any other arrangement between Hong Kong and any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations, guidance or standards described in (i) and (ii) above; and (iv) any legislation, regulations or guidance implemented in Hong Kong to give effect to the matters outlined above.

"Affiliate" means, in relation to USL, any entity controlled, directly or indirectly, by USL, any entity that controls, directly

1 This Agreement together with the related Account Opening Form contains important terms and conditions that apply to and constitute the entire agreement on all Accounts made between the Client and USL. The Client has been advised to read this Agreement carefully and retain it for the Client's future reference.

2 If the Client is signing by way of an electronic signature, the Client agrees that the use of electronic signature shall have the same legal validity and effect as that of handwritten signature.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

or indirectly, USL or any entity directly or indirectly under common control with USL.
"Agreement" means this Client Agreement between USL and the Client (including the Account Opening Form) as may be varied, amended or supplemented from time to time. It manifests the contractual relationship between USL and the Client wherein USL act as the Client's agent, or in such other capacity as disclosed to the Client, in the buying, selling and otherwise dealing of Securities and attend to other related administrative matters.
"**Business Day**" means a day (other than a Saturday) on which licensed banks and the Exchange are open for business.
"**Collateral**" means Charged Securities, Client Securities, Securities Collateral, and all monies of the Client deposited with or held by USL as continuing security for the Margin Facility.
"Connected Person" means as it is defined in the Listing Rules.
"**Debit Balance**" means an account balance representing money owed to USL.
"**Electronic Trading Service**" **or** "**ETS**" means the software, systems and other facilities, including, but not limited to, USL Webster, telephone, facsimile, electronic mail and other devices provided by USL under this Agreement, which enables the Client to give electronic Instructions and to obtain information services provided by USL.
"**Exchange"** or **"SEHK"** means The Stock Exchange of Hong Kong Limited.
"**FATCA**" or **"Foreign Account Tax Compliance Act"** means (i) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations or other official guidance; (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of the legislation or guidance referred to in (i) above; and (iii) any agreement pursuant to the implementation of the legislation or guidance referred to in (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**Financial Product"** means, where applicable, any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO.
"**uSmart Group**" means USL and its Affiliates.
"**GEM**" means the Growth Enterprise Market operated by the Exchange.
"**USL Mail**" means the secure messaging facility operated by USL for the delivery and receipt of confirmations, statements and other notices.
"**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.
Institutional Professional Investor" means a person defined under the SFO and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission
"**Instruction**" means any instruction (including any subsequent amendment or cancellation thereof accepted by USL) the Client may give in connection with trading or dealing in Securities, whether verbally or in writing, through the electronic trading service or such other means or in such other manner as USL may permit.
"**Listing Rules**" means the Rules Governing the Listing of Securities on the Exchange.
"**Main Board**" means the stock market operated by the Stock Exchange of Hong Kong Limited, excluding GEM and Option market.
"**Margin Facility**" means the credit facility provided by USL to the Client in respect of transactions in Securities.
"**Options Contract**" means a stock option contract pursuant to which one party grants to the other party a right (but not the obligation) exercisable on or before a specified date to acquire or dispose of a specified quantity of securities at an agreed price.
"**Password**" means the Client unique personal password used in conjunction with the Account Number to gain access to the USL Electronic Trading Services.
"**PIN**" means Personal Identification Number used by the Client, as a security measure, to identify and verify the identity of an authorized individual(s) giving Instructions.
"**Professional Investor**" means a person defined under Part 1 of Schedule 1 to the SFO.
"**Rules of SEHK and SEOCH**" means, collectively, the rules, regulations, procedures, operational procedures, practices, guidelines, guidance letters, circulars, notices, practice notes, interpretations, rulings, directions and decisions of SEHK and/or SEOCH, in each case as amended, supplemented, replaced or re-issued from time to time.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

"**Securities**" means (a) shares, stocks, debentures, loan stocks, funds, bonds or notes; (b) rights, options, interests, certificates of participation in, receipts for or warrants to subscribe for or purchase of such respects as specified in (a); and (c) interests in any collective investment scheme.
"**SEHK**" means the Stock Exchange of Hong Kong Limited.
"**SEOCH**" means the SEHK Options Clearing House Limited.
"Severe Weather" means the scenario where a Typhoon Signal No. 8 or above, or Black Rainstorm Warning is issued by the Hong Kong Observatory or extreme conditions is announced by the Hong Kong Government.
"**SFO**" means the Securities and Futures Ordinance (Chapter 571) of the Laws of Hong Kong.
"**SFC**" means the Securities and Futures Commission of Hong Kong.
"**SWT**" means Severe Weather Trading refers to the maintenance of normal operations of the Hong Kong securities and derivatives markets during Severe Weather conditions under the implementation of SWT by the Hong Kong Exchanges and Clearing Limited with effect from 23 September 2024.
"**SWT Day**" means any Business Day from Monday to Friday except a Hong Kong public holiday on which Severe Weather falls. In addition, it would be considered an SWT Day for the derivatives market if Severe Weather falls on a Hong Kong public holiday which is a holiday trading day for selected derivatives products
"**Transaction**" means an executed Instruction and the allocation and acquisition of a new listing and issue of Securities.

1.2 Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person, The Client and USL shall include a natural person, firm or a sole proprietorship, partnership, syndicate and corporation and vice versa.

2. THE ACCOUNT

2.1 **Accurate Information:** The Client confirms that the information provided in the Account Opening Form, other information collection documents, and/or other supporting documents is complete, accurate and current. The Client acknowledges the importance to provide complete, accurate and current information to USL as USL will rely on such information to understand the Client's personal background, financial situation and other necessary information for USL to provide services or products to the Client. The Client undertakes to inform USL immediately if there is any change to that information. It is the Client's responsibility to ensure Account accuracy and to notify USL immediately with regard to any discrepancies. USL also undertakes to inform the Client of any material change of USL's name, address, registration status, services, remuneration and margin / short selling facilities.

The Client further confirms to assume the liability to recognize the nationality, citizenship, and other identifications of the like. The Client undertakes not to trade, buy in, or subscribe for any securities or investments, in the case that such securities or investments are prohibited from trading, buying in, or subscribing for due to the identification of the Client or other characteristics. The Client has obtained all necessary professional suggestions and/or advices in relation with the tax liability and other liabilities under any jurisdiction in respect of law, accounting, estate planning, and tax, etc. The Client, when issuing the Instruction or order in relation to the Transaction, buy-in, or subscription of any securities or investments, is not dependent on USL in any form.

2.2 **Credit Inquiries:** USL is authorized to conduct credit inquiries on the Client and to verify the information the Client has provided.

2.3 **Legal Capacity:** The Client represents that he is of required legal age and mentally fit to enter into this Agreement.

2.4 **Beneficial owner(s) of the Account:** The Client represents that the Client is the only party who has the ultimate interest(s) in the Client's Account. Should the direct ownership or direct beneficiary interests have changed, the Client agrees to inform and notify USL in writing promptly.

2.5 **Professional Investor:** Where the Client is classified as a Professional Investor under section 1 of Part 1 of Schedule 1

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

to the Securities and Futures Ordinance (Cap. 571) and the Securities and Futures (Professional Investor) Rules (Cap. 571D), the Client represents and warrants that it qualifies as such and undertakes to notify USL immediately if its status changes. The Client acknowledges that the provisions set out in Schedule 1 to this Agreement shall apply only to Professional Investors, in addition to the general terms, and agrees to be bound by such provisions upon classification as a Professional Investor. For the avoidance of doubt, Professional Investor clients shall also be subject to the specific provisions of Clause 5.14.

2.6 Power of Attorney: The Client agrees to and hereby irrevocably appoints USL with full power as the Client's true and lawful attorney in fact, to the fullest extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument, which USL deems necessary or advisable to accomplish the purposes of this Agreement.

2.7 Safeguard of Password, PIN and Account Number: For the protection of the integrity of the Client's Account, the Client will create a password and Personal Identification Number (PIN) to access his Account. The Client acknowledges, represents and warrants that the Client is the sole and exclusive owner(s) and authorized user(s) of such password and PIN. The Client accepts the full responsibility for monitoring and safeguarding the integrity and security of the Client's password, PIN and Account number. The Client will immediately notify USL in writing, if the Client becomes aware of any loss, theft or unauthorized use of the Client's password, PIN and/or Account number. In the absence of such notification, USL is not liable for any consequential damage in connection therewith.

2.8 Disclosure of Information: USL may from time to time be required to share the Client's confidential information with certain third parties (whether in Hong Kong or elsewhere) for the purposes of proper and effective operation of the Account and provision of products and services to the Client, for the purposes of implementation of credit control or risk management policies of uSmart Group, and/or for the purposes for complying with and/or enabling any entity within the uSmart Group to comply with any foreign or local laws, regulations (including Foreign Account Tax Compliance Act, Automatic Exchange Of Financial Account Information, Common Reporting Standards and similar regulations), notifications, directives, guidelines or guidance given or issued by or in agreement with any legal, regulatory, governmental, tax, law enforcement or other authorities, exchanges, or self-regulatory or industry bodies or associations of financial services providers, within or outside Hong Kong, existing currently and in the future. For these purposes, the Client authorizes USL to disclose such confidential information to the following entities, whether in Hong Kong or elsewhere, (i) other entities within the uSmart Group; (ii) any uSmart Group's professional advisor (including any legal advisor or auditor), rating agency, insurer, insurance broker, direct or indirect provider of credit protection, or third party provider of services, (such as operational, administrative, data processing, back office support, payment or securities clearing, telecommunications, computer and technological service providers); (iii) as required by any applicable law, regulation or contractual commitment, regulatory and other authorities (including government, quasi-government, administrative, regulatory or supervisory body or authority or court or tribunal having jurisdiction over any entity within the uSmart Group); and (iv) upon default by the Client in payment on demand or on the due date therefor of any of the Client's indebtedness to USL or any other default by the Client hereunder, to any party at USL's absolute discretion.

3. AGENTS AND ASSOCIATION

3.1 Associated with USL's Employees or Agents: The Client represents and warrants to USL that the Client is not associated with any of USL's employees or agents including without limitation as a child under 18 years of such employees or agents and agrees that if the Client is or becomes associated with any of such employees or agents, the Client shall promptly notify USL of the existence and nature of such association and acknowledge that USL may, upon receipt of such notice, at USL's absolute discretion, choose to terminate the Account. If the Client is associated with USL's employees or agents, USL may in its absolute discretion designate the Account as staff account and require the Client to comply with USL's staff dealing policy or any applicable rules USL considers appropriate to safeguard against any actual or potential conflict of interest and any increased risk of market misconduct arisen from such association. Breaching of such policy or rules by Client might lead to the non-execution, cancellation or withdrawal of any buy or sell order placed, or invalidation of any executed trade. USL shall not be responsible for any losses or damages directly or indirectly caused by the aforesaid actions. The Client shall indemnify USL for any costs, losses or expenses which USL incurs as a result of taking any actions

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

deemed appropriate in response to such breach.

3.2 **Connected Person:** The Client further represents and warrants to USL that the Client is not a Connected Person of the company(ies) and/or the Securities, of which the Client shall place orders or Instructions with USL for the purchase or disposal of or otherwise deal in such company(ies) Securities unless the Client specifically notifies USL to the contrary prior to the placing of such orders or Instructions.

4. APPLICABLE RULES AND REGULATIONS

4.1 **Laws and rules:** All Transactions in securities traded on the Main Board and GEM of the Exchange and/or other exchanges or markets in other jurisdictions, which USL effects on the Client's behalf, shall be effected in accordance with all applicable laws, rules and regulations (as amended from time to time) of Hong Kong and other applicable jurisdictions and the by-laws, codes, rules, regulations; customs and usage of the SFC, the Exchange, the HKSCC and/or the relevant exchanges or markets in other jurisdictions.

4.2 **Legally Binding:** The Client hereby agrees that this Agreement (including the terms of the Electronic Trading Service) and all the terms herein shall be binding upon the Client and the Client's heirs, estate, executors, representatives, successors and assignees. All actions taken by USL in accordance with such laws, rules and regulations shall be binding on the Client.

4.3 **Disclosure to Regulators:** If USL receives any request for information on any Transaction relating to any of the Client's Account by any regulators in Hong Kong or elsewhere including but not limited to the SFC and the Exchange, even if the Client's account has been terminated prior to such request: (a) The Client hereby authorizes USL to provide the required information to the regulators according to the request, where USL already has such information; (b) The Client shall, upon USL's request, provide the required information to USL or the relevant regulators within two (2) Business Days of such regulator's request, where USL does not have such information; (c) The Client shall, within two (2) Business Days of such regulator's request, inform USL or the relevant regulators of the identity, address, contact details and other relevant identification information of any beneficiary ("underlying client") or originator of instructions in respect of the Client's Account, where the Client acts as an intermediary of and effects trades for the benefit of such third party(ies), and where the Client effects trades for discretionary accounts, discretionary trusts or collective investment schemes, the Client shall also provide USL or the relevant regulators with the identification information of such accounts, trusts or schemes and their managers, and whenever the manager's discretion is overridden by the beneficiary or any other persons, the identification information of such beneficiary or any other persons who has overridden the manager's discretion, and whenever the manager's discretion is overridden, the Client shall immediately inform USL such information in writing; (d) The Client, where acting as an intermediary, shall make arrangements with such underlying client(s) or any third party(ies) to ensure or procure the provision of such identification information of its underlying clients, together with their written consents for the provision of such information and/or waivers of any benefits of the secrecy or personal data protection laws that prohibit disclosure, to the regulators; and (e) The Client shall, upon USL's request, immediately provide, or authorize USL to provide, the aforesaid relevant identification information to any regulatory authority in Hong Kong or any other jurisdiction within two (2) Business Days of the regulator's request. Where the Client is a Professional Investor, the Client shall provide evidence of adequate internal controls against insider dealing, market manipulation, and abusive practices upon request. The Client consents to disclosure of beneficial ownership and anti-money laundering/ counter-terrorist financing information to regulators including the SFC, SEHK, and Independent Commission Against Corruption (ICAC).

4.4 **Hong Kong Jurisdiction:** This Agreement shall be governed by, interpreted and construed in accordance with the laws of Hong Kong. The Client irrevocably submits to the exclusive jurisdiction of the Hong Kong courts.

5. CAPACITY, INSTRUCTIONS AND TRANSACTIONS

5.1 **Capacity and Affiliation:** USL will act as the Client's agent in effecting Transactions unless USL indicates (in the contract note, statement and/or other trade-related documents for the relevant Transaction or otherwise) that USL is acting as principal.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

5.2 Reliance on Instructions: The Client expressly agrees to use internet or such other means or in such other manner as USL may permit to communicate or transmit the Client's trading and other related Instructions, including the subscriptions to acquire new listings or issues of Securities. USL is under no duty to verify the identity or authority that emanates such Instructions. The Client hereby waives any and all defenses that any such Instructions was not in writing as may be required by the relevant laws, rules and regulations.

5.3 Third Party Instructions: The Client understands that USL will not accept any third party Instruction, unless the Client has formally executed and delivered a valid power of attorney which expressively authorizes a named specific party to emit trade Instruction on the Client's behalf. The Client further agrees to indemnify USL from any disputes, losses and other claims arising from the execution by USL of any unauthorized third party Instruction transmitted on the Client's behalf. Should the Client decides to employ a third party to give Instructions, the Client agrees to supply USL with an accurate and truthful identification and personal information about the designated third party. The Client also understands those personal information will be made available to Hong Kong regulators and other government agencies, including but not limited to the SFC, Exchange, ICAC and so forth.

5.4 Order Cancellations: The Client may amend or cancel the Client's Instructions that have been previously transmitted. The Client agrees that USL is not obligated to accept such amendment or cancellation. Instructions may only be amended or cancelled prior to the execution. The Client shall accept full responsibilities for the Transactions, partial or full, executed prior to the processing of the Client's amendment and/or cancellation request.

5.5 Independent Judgment: Subject to clause 5.6 below, the Client agrees that the Client shall independently make his own judgments and decisions with respect to each Instruction and/or Transaction.

5.6 Suitability of Recommendation: If USL solicits the sale of or recommend any Financial Product to the Client, the Financial Product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provisions of this Agreement or any other document USL may ask the Client to sign and no statement USL may ask the Client to make derogates from this clause.

5.7 No Guarantee of Executions: The Client acknowledges the fact that extraordinary events/technical difficulties may prevent or otherwise hinder the execution of the Client's Instructions. The Client agrees that USL will not be liable for any loss, actual or projected, resulted, directly or indirectly, from government actions, price variations, exchange/market restrictions, equipment, communication and systems failure and breakdowns, unauthorized access or trade Instructions, and other physical and technical restraints and conditions beyond USL's control.

5.8 Short Sale: The Client acknowledges the fact that USL requires that stock certificate of Securities or the equivalent be deposited into the Client's Account prior to the acceptance of a sell order. Upon placing of sale orders of Securities which are not owned by the Client at the time of the sale (i.e. short selling), the Client hereby undertakes to: (a) make full and frank disclosure of such order(s) to USL; (b) provide (without demand by USL) all documentary evidence in substantiation of the legality of the short selling under the SFO or other laws, rules and regulations of Hong Kong and of the Exchange; (c) authorize USL to arrange a buy-in of the relevant Securities at the prevailing market price for the Client's Account that the Client accidentally sold short; (d) indemnify USL against all damage, loss, lawsuits, cost and expenses which may be sustained or incurred by USL as a result of the execution of the shorting selling order(s).

5.9 No Stop-Limit Orders: Stop-Limit orders are types of conditional Instructions. They are usually not immediately executable. The execution of such orders is pending on the satisfaction of certain previously defined conditions. The Client understands that USL generally does not accept such Instructions. If such orders are accepted, USL does not guarantee the execution of such orders.

5.10 Inside Dealing is prohibited: It is unlawful to distribute, disseminate and act upon any unpublished price sensitive information to make a profit or to avoid a loss in Securities trading. The Client confirms that he is aware of such practice

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

are unlawful. The Client agrees not to engage in the said and other unlawful practices and to take full responsibility for the consequences.

5.11 Restrictions on Trading: The Client agrees that USL may, in USL's sole discretion and without giving the Client prior notice, prohibit or restrict his ability to trade Securities through the Client's Account for cause. The Client agrees that USL is not liable for any losses and/or damages, actual or hypothetical, as a result of such restrictions.

5.12 Transaction in foreign currency: In the event that Client instructs USL to enter into any Securities trading transactions, which are effected in a foreign currency, (i) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Client's account and at Client's risk; and (ii) USL is authorized to convert funds in the Account into and from such foreign currency at prevailing market rate of exchange. If, for any purpose, the Client is required to convert any amount due to USL into a currency other than that in which it would otherwise have been due, the Client shall pay USL such additional amounts as are necessary to ensure that, when received and reconverted, USL will receive the full amount in the original currency as it would have received had no such conversion taken place.

5.13 Clearing and Settlement for Professional Investors: Transactions for Professional Investor clients shall be subject to the rules of clearing houses, custodians, or prime brokers designated by the Client. USL shall not be liable for system failures or operational risks of such third parties.

5.14 FI-Specific Protections:

(a) **Collateral and Netting Rights:** Where the Client is classified as a Financial Institution or Professional Investor, all collateral provided under this Agreement shall constitute continuing security and may be enforced notwithstanding any insolvency, liquidation or winding-up of the Client. USL shall be entitled to exercise set-off and netting rights against any obligations owed by the Client, and such rights shall be enforceable to the fullest extent permitted under applicable law.
(b) **Clearing and Settlement:** Transactions for Financial Institution clients shall be subject to the rules of clearing houses, custodians or prime brokers designated by the Client. USL shall not be liable for system failures or operational risks of such third parties, provided always that USL shall exercise reasonable care in the selection and ongoing monitoring of such custodians or prime brokers.
(c) **Termination Rights:** USL may terminate this Agreement or any facility provided hereunder immediately upon the occurrence of any of the following events: (i) insolvency, suspension of payments or winding-up of the Client; (ii) material breach of this Agreement or any applicable law or regulation; or (iii) suspension or withdrawal of any regulatory authorisation required for the Client to continue its business. Upon termination, USL shall be entitled to close out all outstanding positions and apply collateral in satisfaction of the Client's obligations.
(d) **Regulatory Cooperation and Disclosure:** Financial Institution and Professional Investor clients undertake to maintain adequate internal controls against insider dealing, market manipulation and abusive practices, and to provide evidence of such controls upon request. The Client further agrees to cooperate fully with USL in responding to any regulatory enquiry, and to provide such information, documents and confirmations as may reasonably be required by USL or any regulatory authority, including the SFC, SEHK, ICAC or other competent bodies.
(e) For the avoidance of doubt, Financial Institution and Professional Investor clients shall also be subject to the specific provisions of Clause 5.15 (Options Trading), in addition to the protections set out in this Clause 5.14.

5.15 Options Trading:

(a) **Compliance with Rules:** All Options Contracts shall be created, exercised, settled and discharged in accordance with the Rules of SEHK and SEOCH, and any other applicable laws, rules and regulations.
(b) **Margin Requirements:** USL may grant the Client a margin facility in respect of Options Contracts, subject to such margin ratio and margin limit as USL may determine at its discretion. The Client shall maintain sufficient margin at all times, and USL may issue margin calls requiring additional collateral. Failure to meet margin calls entitles USL to sell collateral, refuse withdrawals and enforce netting rights.
(c) **Position Limits:** USL may impose position limits on the Client's Options Contracts and may require the Client to

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

reduce open positions. USL may liquidate or lapse Options positions where insufficient equity exists or where position limits are exceeded.

(d) **Exercise Cut-Offs:** The Client acknowledges responsibility for exercising or not exercising Options before expiration. USL shall not be required to act without express Instructions from the Client, and the Client accepts full responsibility for any loss arising from failure to exercise Options prior to the cut-off time.

(e) **Liquidation Rights:** USL may, at its discretion, close out or liquidate any Options positions of the Client in circumstances including but not limited to: (i) failure to meet margin requirements; (ii) insolvency or suspension of the Client; (iii) breach of this Agreement; or (iv) regulatory requirements.

(f) **Application to Professional Investors and Financial Institutions:** Where the Client is classified as a Professional Investor or Financial Institution under the SFO, the provisions of this Clause 5.15 shall apply in addition to the general terms of this Agreement. The Client undertakes to notify USL immediately of any change in status and acknowledges that USL may impose additional requirements, including enhanced margin, reporting and compliance obligations.

(g) For the avoidance of doubt, the provisions of Clause 5.14 (FI-Specific Protections) shall apply concurrently to Options Trading by Financial Institution and Professional Investor clients, and shall be read together with this Clause 5.15.

5.16 Over-The-Counter Transaction: In relation to any Client's Instructions for Over-The-Counter ("**OTC**") transactions between the Client and other third parties, including without limitation trading of any new Securities before their listing on the relevant exchange, entered or to be entered into by the Client, the Client acknowledges and agrees that:

(a) subject to clause 5.1 above, USL is acting as agent for the Client and does not guarantee the settlement of such OTC transactions;

(b) the Client's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on the relevant exchange;

(c) in the event that the Client in selling any Securities fails to deliver such Securities, USL is entitled to purchase in the market (at the prevailing market price) the relevant Securities required for delivery in respect of such sale effected for the Client in order to complete the settlement of the relevant transaction. The Client shall bear all losses arising out of or in connection with such transaction;
in the event that (1) the Client buys Securities from a seller and such seller fails to deliver the relevant Securities and (2) the purchase of the relevant Securities cannot be effected or USL in its absolute discretion determines not to purchase the relevant Securities pursuant to clause 5.16(c) the Client will not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant Securities;

(d) in the event that the Client in buying any Securities fails to deposit the necessary settlement amount, USL is entitled to sell any and all Securities or collateral held in the Client's Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Client is the seller under such transaction and such transaction cannot be settled, the Client shall only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and

(e) without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to USL for any losses and expenses resulting from its and/or its counterparty's settlement failures.

Where the Client is a Professional Investor, settlement obligations shall be subject to the rules of the relevant clearing house or custodian, and USL shall not be liable for failures of such third parties.

5.17 Nominees Arrangements: If the Client's Securities are registered in the name of a nominee ("**Nominee**"), the Client agrees to the following items regardless of whether or not this Nominee is a member of the uSmart Group:

(a) The Nominee does not need to assume the liability of the failure to send to the Client any notification, data, or other communication in relation to such Securities;

(b) The Nominee can freely exercise in full or not exercise any rights resulted from or related to the holding of such Securities or clear off or not clear off any debts resulted from or related to the holding of such Securities, and the Nominee does not need to consult or notify the Client or to hereby assume any liability for action or inaction. The Client

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

shall indemnify the Nominee for the losses, charges, claims for compensations, liabilities, and expenses directly or indirectly incurred because of any action sincerely taken or inaction;

(c) The Client shall pay the Nominee fees, expenses and charges specified from time to time for the Nominee's services. These fees, expensses and charges shall be deducted from Client's Account maintained at USL and / or any account(s) at other member of uSmart Group when deemed appropriate by USL. Before the Client pays, the Nominee has a lien on the Securities held by the Nominee, and the lien is attached to and does not affect other rights of the Nominee;

(d) The Nominee can take actions in line with the orders issued by any one authorized person or authorized third person; and

(e) When the Nominee is transferring the Securities to the Client, it is not necessary for the Nominee to return the Securities having the same securities code to the Client. The Client is responsible for any fees, expenses or charges incurred in relation to such transfer.

5.18 Trading of Derivative Products: USL shall provide to the Client upon written request product specifications and any prospectus or other offering documents covering derivative products.

5.19 Standing Authority: authorizes USL to use the Standing authority to transfer all of the money at its discretion without prior notice or confirmation and/or instructions. Or part of the sale and purchase of overseas securities, compliance with settlement or deposit requirements and or other purposes:

i. To pay/transfer any sum of Monies to the Client's securities account held with USL, any overseas broker(s) and/or overseas clearing firm(s) and their successors and assigns for the purpose of trading, including pre-funding the Client's anticipated transactions and maintaining reasonable trading, settlement or margin buffers before the relevant trading instruction is received or payment obligation arises, including outside Hong Kong banking or business hours, or meeting the settlement or margin requirement (if applicable) of the client's overseas securities transactions;

ii. To transfer Monies interchangeably between the segregated account(s) opened and maintained by USL in Hong Kong and the segregated account(s) opened and maintained by USL with any overseas broker(s) and/or overseas clearing firm(s) outside Hong Kong ; and/or

iii. To enter into foreign exchange contracts necessary to facilitate the purchase or meeting the settlement or margin requirement (if applicable) of the overseas securities on or before the day when funds are required to be converted into other currencies for payment at market rates and in accordance with USL's normal practice. The timing will be at USL's sole discretion.

Amounts transferred or maintained for the above purposes may exceed the Client's existing settlement or margin requirements, provided that they are reasonably related to the Client's anticipated trading and funding requirements and are transferred and held in accordance with applicable laws and regulatory requirements.

The Client hereby agrees to indemnity, and to keep indemnified, USL and any overseas broker(s) and/or overseas clearing firm(s) from and against all losses and damages may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this authority.

A standing authority is effective on the date it is given. The Client's authority must specify the period for which it is current and be limited to not more than 12 months. Any standing authority, once given, will remain in effect unless and until it is specifically revoked in writing by the Client. The Company will send a notice to the Client at least 14 days before the expiration of a standing authority stating that, if the Client does not object to the renewal of such standing authority prior to its expiration, such standing authority shall be deemed to have been renewed on the same terms and conditions as when it was last given.

6. OPTIONS TRADING

6.1 The Client agrees that all Options Contracts shall be created, exercised, settled and discharged in accordance with the Rules of SEHK and SEOCH.

6.2 USL may impose position limits and require the Client to reduce open positions. USL may liquidate or lapse Options where insufficient equity exists.

6.3 The Client acknowledges responsibility for exercising or not exercising Options before expiration. USL shall not be required

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

to act without express Instructions.

7. SETTLEMENT

7.1 Commissions and Charges: All Transactions executed in pursuance of the Instructions of the Client shall be subject to such commissions and fees as charged by USL from time to time. Transactions on the Exchange shall also be subject to a Transaction levy and other levies that the Exchange from time to time may impose. USL is authorized to deduct and collect any such levies in accordance with the rules prescribed by the Exchange from the Client's Account. The Client shall pay USL on demand and/or authorize USL to deduct from the funds available in the Client's Account commissions and fees on purchases, sales and other Transactions or services for the Account at such rate as USL may from time to time have notified the Client, together with all stamp duties, bank charges, transfer fees, interest and other charges in respect of or connected with the Account or any Transaction or Services thereof or any Securities therein. The Client acknowledges and agrees that the commission rates and fees are determined and set solely by USL, Exchange and other government agencies, and are subject to change at any time.

7.2 Sufficient Funds/Securities: Before USL executes the Client's Instructions, the Client is required to have available funds or Securities in the Client's Account at least equal to the amount to cover such purchase or sale (including all commissions, Transaction costs and charges). Unless otherwise agreed, in respect of each Transaction, or USL is already holding cash or Securities on the Client's behalf to settle the Transaction, the Client will, in a timely manner: (a) pay USL cleared funds or deliver to USL Securities in deliverable form; or (b) otherwise ensure that USL has received such funds or Securities.

7.3 Duty to Settle on Time: The Client agrees that when USL has executed an Instruction and settled the Transaction on the Client's behalf, the Client shall, by the due settlement date, make payment to USL against delivery of or credit to the Account for purchased Securities, or make good delivery of sold Securities to USL against payment, as the case may be. Whenever the Client fails to make such payment or delivery of Securities by the due date as mentioned above or upon closure of the Account or termination of USL's relationship with the Client, the Client hereby irrevocably grants USL the authorization and rights under clause 7.4 of this Agreement.

7.4 Authorization to Cover: In the event that the Client does not have such sufficient funds or Securities available in the Client's Account, the Client authorizes USL that USL may at its sole discretion and without prior notification to the Client:-

(a) execute, cancel or liquidate the Client's Transactions;
(b) set-off any amount receivable from and amount payable to the Client where such amounts arise from the purchase and sale of Securities;
(c) dispose any of the Client's Securities in the Account to settle any liability owed by the Client to USL arising from the purchase of Securities; or
(d) borrow on the Client's behalf and/or purchase Securities with the funds available in the Client's Account arising from the sale of Securities.

The Client hereby acknowledges that the Client shall indemnify USL against any loss, costs, fees and expenses that USL may incur in connection with the Client's failure to meet any of the Client's settlement failures.

7.5 Undelivered Purchase: The Client realizes that delivery of any Securities the Client may purchase from the other party is not guaranteed.

7.6 Lien and Right of Sale over Securities and Other Property: USL shall have a lien over any and all Securities, acquired on the Client's behalf, or in which the Client has an interest (either individually or jointly with other) which are held for the Client's Account and all cash and other property at any time held by USL on the Client's behalf, all of which shall be held by USL as a continuing security for the payment and/or discharge of the Client's obligations to USL arising from the business of dealing in Securities and such security shall include all dividends or interest paid or payable after the date hereof on such Securities and all stocks, shares (and the dividends or interest thereon) rights, monies or property accruing or offered at

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

any time by way of redemption, bonus, preference, option or otherwise to or in respect of such Securities. Upon default by the Client in payment on demand or on the due date therefor of any of the Client's indebtedness to USL or any other default by the Client hereunder, USL shall have the right, acting in good faith, to sell or otherwise dispose the whole or any part of such security as when and how and at such price and on such terms as USL shall think fit and to apply the net proceeds of such sale or disposition and any moneys for the time being in USL's hands in or towards discharge of the Client's indebtedness (whether actual or contingent) to USL; and such security shall be in addition to and shall not prejudice or be prejudiced by any right of set-off or other security which USL may hold at any time for the Client's indebtedness to USL or by any release modification or abstention from enforcement thereof or other dealing therewith.

7.7 **Payment on Demand:** Notwithstanding any of the other provisions of this Agreement, the Client shall pay all the Client's indebtedness to USL on demand or earlier when due and at USL's request, shall deposit such cash, Securities or otherwise and maintain such security with USL as USL deems satisfactory or which may be required by the rules of any stock exchange or market of which USL is a member or to which USL may have any obligation, and such margin/security call shall be met immediately. The Client further acknowledges that USL may at any time require the Client to deposit sufficient cleared funds in the Account before carrying out any Transactions in respect of any Securities on the Client's behalf. The Client acknowledges that USL shall not be responsible for any loss occasioned thereby. The Client will be responsible to USL for any losses and expenses in connection with enforcing payment or discharge of any such indebtedness, liability or obligation.

7.8 **Interest Charge:** The Client agrees to pay interest on all overdue Debit Balances (including interest arising after a judgment debt is obtained against the Client) charged at an annual rate of eight (8) per cent above the best lending rate (Prime Rate) on Hong Kong dollars quoted by bank from time to time or at such rate as be stipulated by USL's sole discretion from time to time.

7.9 **Costs of Collection:** The Client agrees to pay for the reasonable costs and expenses of collection of the Debit Balance and any unpaid deficiency in the Client's Account, including, but not limited to, attorney's fees, court costs and any other costs incurred or paid by USL.

7.10 **Pre-Condition to Payment and Delivery:** Any obligation USL may have to pay or deliver to the Client shall be conditional upon the Client having no outstanding liabilities (whether or not then due or payable) owed to uSmart Group and no outstanding Transaction under which such liability could arise.

8. MARGIN TRADING

8.1 USL may grant the Client a Margin Facility up to the Margin Limit. The Margin Ratio and Margin Limit may be varied at USL's discretion.

8.2 The Client charges in favour of USL by way of first fixed charge all Collateral as continuing security.

8.3 USL may issue margin calls. Failure to meet margin calls entitles USL to sell Collateral, refuse withdrawals, and enforce netting rights.

9. CUSTODY OF CLIENT FUNDS AND SECURITIES

9.1 **Fund Deposit: The Client agrees to deposit the Client's own funds for the purpose solely of making securities investment. The Client further agrees not to deposit or transfer, and USL is under no obligation to accept for deposit, into the Client's Account any Securities, cheques, bank drafts or other property which are not in the Client's name. Should USL decide to accept such deposit, the Client shall indemnify USL for all loss and liability incurred by USL in connection therewith.**

9.2 **Fund Withdrawal:** Subject to payment of any indebtedness, liability or other obligation then due by the Client to USL,

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

the Client may withdraw funds up to his credit balance from the Client's Account upon written notice to USL with applicable fees USL may charge. The Client shall effect such appointment by completing the form for the appointment of an agent for transfer of funds and/or Securities accessible by notice to USL in writing, together with the Client's signature, via mail or facsimile. Provided that USL has such authorization documents on file, USL is under no duty to verify the identity or authority of such agent who makes any withdrawal Instructions. The Client hereby declares that the Client will be solely responsible for any errors, misappropriations or losses arise from such appointments.

9.3 Fund Balance: Any cash held for the Client, other than cash received by USL in respect of settling a Transaction and of fulfilling other debt obligations by the Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. The Client's Account will be credited at a rate as stipulated by USL's sole discretion from time totime. Unless otherwise agreed between the Client and USL, any interest accrued on such moneys or funds shall belong to USL absolutely. The Client hereby expressly waives any or all rights, claims and entitlements whatsoever to such interest.

9.4 Safekeeping of Securities: Any Securities which are held by USL for safekeeping may, at USL's discretion, be registered (if registrable) in the Client's name or in the name of USL's nominee; or be deposited, at the Client's cost, in safe custody in a designated account with USL's bankers or with any other institution approved by the SFC, which provides facilities for the safe custody of documents. Where securities are not registered in the Client's name, any dividends or other benefits arising in respect of such securities shall, when received by USL, be credited to the Client's Account or paid or transferred to the Client, as agreed with USL. Where the Securities form part of a larger holding of identical securities held for USL's clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.

10. NOTICE AND COMMUNICATIONS

10.1 Mode of Delivery: All notice and communications from USL to the Client under this Agreement may be sent and delivered by personal delivery, postal mail, facsimile, electronic mail or other electronic transmission to the address, facsimile number, electronic mail address in the Account Opening Form or as notified to USL in writing from time to time by at least seven (7) days' advance notice. All notices and other communications shall be deemed to be given (i) at the time of delivery if delivered by means other than by post; or (ii) twenty-four (24) hours after despatch if sent by post; provided that any notice or other communication to be given to USL shall be effective only when received by USL.

10.2 Presumption of Receipt: All communications so sent whether by messenger, mail, facsimile, electronic mail or otherwise, shall be deemed delivered and received, unless otherwise notify to USL by the Client. It is the Client's responsibility to ensure the Account correctness and accuracy and to contact USL immediately with any discrepancies.

10.3 Verbal Communications: USL may also communicate with the Client verbally. The Client is deemed to have received any message left for the Client on the Client's answer machine, voicemail or other similar electronic or mechanical devices at the time it is left for the Client.

10.4 Responsibility to Retrieve and Review Communications: The Client agrees to check regularly the Client's mailbox, electronic mailbox, facsimile machine and other sources of facilities through which the Client receives communication from USL. USL will not be responsible for any losses that arise from the Client's failure, delay or negligence to check such sources or facilities.

10.5 Monitoring and Recording of Telephone Conversations and Electronic Mails: For the protection of the Client and USL, and as a tool to detect and rectify misunderstandings, the Client agrees and authorizes USL, at USL's discretion and without further prior notice, to monitor and record any or all telephone conversations and any electronic communications between USL and the Client.

10.6 Confirmation and Account Statements: The Client is responsible for reviewing all acknowledgements, confirmations,

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

contract notes and Account statements in relation to the Client's Transactions and other Account activities information upon first receiving them. All Transaction and other information therein contained will be binding on the Client unless USL receives the Client's notice of objection in writing within seven (7) days after the Client receives or deemed to have received them. In all cases, USL has the right to determine the validity of the Client's objection to the relevant Transaction or information.

10.7 Undelivered or Returned Mails: The Client agrees to keep the Client's Account information up to date, and to notify USL of any changes within forty-eight (48) hours. The Client understands, for the security and integrity of the Client's Account, that USL may temporarily or permanently disable or restrict the Client's Account, if and when the mails become undeliverable or are returned as a result of the Client's failure to provide, update and/or notify USL with most current and accurate Account information.

10.8 Access Service for Trade Documents: The Client hereby expressly consents and agrees that, in lieu of delivery by post, email attachment or other means, USL may provide trade documents required under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Cap. 571Q), including but not limited to contract notes, daily and monthly statements of account and receipts (collectively, "Trade Documents"), through the posting of such Trade Documents on USL's designated electronic trading platform and/or mobile application ("Access Service").

The Client acknowledges and accepts that:

(a) access to the Trade Documents requires appropriate hardware, software, internet access and a valid designated email address, mobile phone number or other electronic address for receiving notifications from USL;
(b) internet, email, short message service (SMS) and other electronic services may be subject to cybersecurity risks and disruptions;
(c) USL will notify the Client promptly whenever Trade Documents are posted, and the Client should review such documents without delay and retain a copy (whether electronic or hardcopy) for record purposes;
(d) USL may charge a reasonable fee if the Client requests a copy of any Trade Document that is no longer available for access via the Access Service, or requests delivery of Trade Documents by other means; and
(e) the Client must promptly notify USL of any change in designated electronic contact details to avoid missing notifications.

The Client may revoke his/her consent to the Access Service at any time by written notice, email, or other methods specified by USL. Such revocation shall take effect within not more than two (2) months after USL's receipt of the notice, unless USL agrees to an earlier date.

11. BENEFITS, INDEPENDENCE AND CONFLICTS OF INTERESTS

11.1 Potential Conflict of Interests: Subject to applicable laws, rules and regulations, USL shall be entitled to:-

(a) act in any capacity for any other person or buy, sell, hold or deal in any Securities for USL's own Account even if similar Securities may be in the Client's Account or covered by the Instruction in respect of the Client's Account;
(b) purchase for the Client's Securities, fully or partially, held by USL from USL's own Account;
(c) purchase for USL's own Account Securities, fully or partially, from the Client's Account;
(d) match the Client's order with that of USL's client(s) by acting on his or their behalf as well as on the Client's behalf;
(e) take the opposite position to the Client's order whether it is on USL's own Account or is on behalf of other clients of USL; and
(f) deal in Securities where USL is involved in a new issue, rights issue, takeover or similar Transaction concerning such Securities,

provided that in cases under (b), (c), and (d) above, the terms of any Transaction in which the Client is involved are not less favorable to the Client than they would have been, had the Transaction been entered into at arm's length on the day in question. To the extent permissible under applicable laws, regulations and rules, USL shall not be liable to the Client for or obligated to disclose to the Client, any commission, profits or other benefits whatsoever resulting from USL's carrying out

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

any of the above actions or entering into any of the above Transactions.

11.2 Acceptance of Benefits: The Client acknowledges and agrees that USL may solicit, accept and retain for its own benefit any rebate, brokerage, commission, fee, discount and/or other benefit or advantage from any Transaction effected by USL. USL will disclose such benefit or advantage to the Client upon request or otherwise in accordance with applicable laws, regulations and rules. USL may also offer at its discretion any benefit or advantage to any person in connection with such Transaction.

(a) **Quantifiable Monetary Benefits:** USL and/or its associates may from time to time enter into explicit remuneration arrangement with and receive directly or indirectly quantifiable monetary benefits from a product issuer for distributing or selling to the Client investment products or from a broker or clearing agent for placing securities transactions on behalf of the Client or USL may otherwise obtain trading profits from back-to-back transactions of investment products ("back-to-back transactions" refer to transactions in which USL purchases an investment product from a third party subsequent to its receipt of an order from the Client, and USL then sells the same to the Client without assuming any market risk; or USL sells an investment product to a third party subsequent to its receipt of a sell order from the Client without assuming any market risks).

(b) **Unquantifiable Monetary Benefits:** USL and/or its associates may from time to time receive monetary benefits from a product issuer for distributing or selling investment products to the Client where the monetary benefits are not quantifiable prior to or at the point of entering into a transaction. Such monetary benefits may be in the form of commissions, fees, rebates, spreads, or other form of remuneration.

(c) **Non-explicit Remuneration Arrangement:** USL and/or its associates may from time to time distribute or sell to the Client investment products issued by the members of uSmart Group or their associates without any explicit remuneration arrangement. While USL and/or its associates may not explicitly receive monetary benefits for distributing or selling such products, USL and/or its associates may nonetheless receive non-explicit and/or non-monetary benefit from the origination and distribution of the same.

(d) **Non-Monetary Benefits:** USL and/or its associates may from time to time receive non-monetary benefits from products issuers and such non-monetary benefits may include commitment for businesses (whether contractual or otherwise and whether on exclusive basis or otherwise) or other forms of benefits that cannot be quantified in pecuniary terms.

11.3 Discounts: USL may in certain occasions exercise discretion to offer the Client discounts on fees and charges payable by the Client. In exercising the discretion, USL may take into account factors including the nature of the product, existence of any remuneration arrangement between USL and the product issuers, and the value of the Client's assets under management of any member of uSmart Group.

11.4 Non-Independence: USL will not be an independent intermediary in distributing or selling investment products to the Client because USL may have links or other legal or economic relationships with the issuers of such products; and/or USL may receive commissions, fees, or other monetary or non-monetary benefits from other parties including the issuers of such products.

12. NEW LISTING OF SECURITIES

12.1 Authority to Make Application. In the event that the Client requests and authorizes USL to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange or securities exchange in other jurisdiction as the Client's agent for the Client's benefit or for the benefit of any other person, the Client hereby warrants for USL's benefit that at the time of such application, USL has authority to make such application on the Client's behalf.

12.2 Familiarization With the Terms and Conditions of the New Listing and/or Issue: The Client shall familiarize

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

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, offering documents and the application form or any other relevant documents 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 USL.

12.3 Representation, Warranties and Undertakings: The Client gives to USL all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required by applicable laws, regulations to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange, securities exchange in other jurisdiction or any other relevant regulator or person).

12.4 Sole and Only Application: The Client further declares and warrants, and authorizes USL to disclose and warrant to the Exchange or securities exchange in other jurisdiction on any application form (or otherwise) and to any other person as appropriate, that any such application made by USL as the Client's agent is the only application made, and there is no other application intended to be made, by the Client or on the Client's behalf, to benefit the Client or the person for whose benefit the Client is applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by USL and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange, securities exchange in other jurisdiction or any other relevant regulator or person in respect of any application made by USL as the Client's agent.

12.5 Compliance with Relevant Rules and Industry Practice: 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 USL 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 USL may in its absolute discretion determine from time to time.

12.6 Bulk Application: If USL or USL's agents make a bulk application for USL's own account, on USL's behalf and/or on behalf of USL's other clients, the Client acknowledges and agrees: (a) that such bulk application may be rejected for reasons which are unrelated to the Client and the Client application and neither USL nor USL's agent shall, in absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection; and (b) to indemnify USL 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.

12.7 Offer of IPO Loan: USL, on receipt of a request from the Client to apply for and purchase shares in companies that are being brought to the market by way of a new issue ("**IPO Shares**"), may provide assistance in financing subscriptions for such shares ("**IPO Loan**"). As continuing security for the due and punctual payment by the Client of all principal, interest and other sums owed by the Client to USL in respect of the IPO Loan, the Client as beneficial owner hereby charges by way of first legal charge the IPO Shares to USL until full payment made to USL of the IPO Loan by the Client; and hereby expressly authorizes USL to receive and apply all sums of whatever nature received by USL (or USL's nominees) in respect of any part of the charged shares towards payment of the IPO Loan in such manner and at such time as USL may determine. USL reserves its rights to force liquidate all or any of the IPO Shares charged to USL if (i) credit risk of the Client's Account exceeds reasonable acceptable level during the subscription period, or (ii) there is any unsettled shortfall in the Client's Account on the day of listing of the IPO Shares; and to the extent that the shortfall of the Client's Account is recovered. The Client understands and agrees to bear any investment losses caused by such forced liquidation of all or any of the IPO Shares.

12.8 IPO Subscription Fees and IPO Loan Interests: USL will charge the Client a subscription fee for each application for subscription of IPO Shares as determined by USL from time to time ("**Subscription Fees**"). USL will also charge the Client interests for IPO Loan ("**IPO Loan Interests**"), if any. For details of the Subscription Fees and the IPO Loan Interests, the Client may refer to the Initial Public Offering Subscription Statement prepared by USL and/or the fee schedule, as amended or supplemented from time to time, which is available on USL's website. For the avoidance of doubt, the

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

application fees (if any) are not refundable regardless of the outcome of the application is successful or not. The IPO Loan Interests to be charged by USL, if not otherwise specified in any notice, application form or statement in any format separately delivered or shown by USL to the Client, is calculated by the relevant loan amount × the number of interest-bearing days × the interest rate. The interest-bearing time is from the day after the latest date for lodging application for subscription of IPO Shares to USL to the day on which the results of allotment has been released ("**Allotment Results Day**"). The Clients agrees and confirms that USL shall have the right to freeze the IPO Loan Interests in the Account in advance or when USL thinks fit and the IPO Loan Interests will be automatically deducted from the Account on the Allotment Results Day. For the avoidance of doubt, once the application for subscription of IPO Shares has been lodged as instructed by the Client, the Subscription Fees (if any) and the IPO Loan Interests (if any) are non-refundable for whatever reasons.

13. ELECTRONIC TRADING SERVICE

13.1 Electronic Trading Service: The Client understands that the Electronic Trading Service is a semi-automated facility, which enables the Client to send electronic Instructions and receive information and services. The Client agrees to use the ETS only in accordance with the terms of this Agreement. Any additional services offered through the ETS in the future shall only be used by the Client in accordance with the terms of this Agreement.

13.2 Authorized Access: The Client shall be the only authorized user of the ETS for the Client's Account. The Client shall be responsible for the confidentiality, security and use of the Access Codes, Account Number and Password. The Customer also undertakes to safekeep and use the Access Codes, Account Number and Password with caution. The Client acknowledges and agrees that the Client shall be solely responsible for all Instructions entered through the ETS using the Access Codes and neither USL nor USL's directors, officers or employees shall have any liability to the Client, or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any Instruction.

13.3 Proprietary System: The Client acknowledges that the ETS is proprietary to USL. The Client warrants and undertakes that the Client shall not, and shall not attempt to, tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the ETS. The Client acknowledges that USL may take legal action against the Client, if the Client at any time breaches this warranty and undertaking or if USL at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify USL immediately if the Client becomes aware that any of the actions described above in this clause is being perpetrated by any other person.

13.4 Responsibility to Notify Errors: The Client further acknowledges and agrees that, as a condition of using the ETS to give Instructions, the Client shall immediately notify USL if: (a) an Instruction in respect of the Account has been placed through the ETS and the Client has not received an order number; (b) an Instruction in respect of the Account has been placed through the ETS and the Client has not received an accurate acknowledgement of the Instruction or of its execution, whether by hard copy or via electronic or verbal means; (c) the Client has received acknowledgement, whether by hard copy, electronic or verbal means, of a Transaction which the Client did not originate or instruct; and/or (d) the Client becomes aware of any unauthorized use of the Account Number and/or Password.

13.5 Alternative Trading Facilities: The Client agrees that should the Client experience any problems in reaching USL through the ETS or vice versa, the Client shall attempt to use an alternative method or device, as USL may make available, to communicate with USL to place the Client orders and to inform USL of the difficulty the Client may experience. The Client acknowledges that USL gives no express or implied warranties (including but not limited to warranties of merchantability, functionality or fitness for a particular use) with respect to trade or trade related services. The Client agrees that USL shall not be responsible to the Client for any losses, costs, expenses, damages or claims which the Client may suffer as a result of any disruption, malfunction or other suspension of USL's service beyond USL's control.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

13.6 Third Party Market Data: The Client understands that the ETS may provide, for informational purpose only data about securities published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant securities or investment. The Client understands that whilst USL believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. The Client understands that no recommendation or endorsement from USL shall be inferred from the data provided with respect to any securities or investment. The Client may be charged a fee for data USL provides that has been obtained from Exchanges, exchanges in other jurisdictions, markets and from other third parties that transmit the data (collectively referred to as the "**Information Providers**"). The Client agrees to authorize USL to debit its Acccount with the same or the fee for the data quoted by USL from time to time.

13.7 No Guarantee of Accuracy or Timeliness of Information: The Client acknowledges that the price quote service and/or information available at the ETS may be provided by a third party provider appointed by USL from time to time. The Client understands that the price quote and/or information provided in the ETS may be on an "as is", "as available" basis and USL does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such price quote or information.

13.8 Intellectual Property Rights: The information available at the ETS is the sole property of USL, the Information Providers or others and is protected by their intellectual property rights. Such information is for Client's personal use and reference only. The Client shall not use such information for any unlawful purpose. The information must not be reproduced, duplicated, sub-listed, or transmitted or used for commercial purpose, and the Client shall not furnish it to any other person or entity for any reason.

13.9 Sufficient Fund or Securities: Without contrary to clause 7.2 above, USL is not obliged to execute the Client's Instructions until there are sufficient cleared funds or Securities in Client's Account or approved limits to settle the Client's Transactions.

13.10 Non-cancellable Order: The Client agrees to review every order before placing it as it may not be possible to cancel orders once given.

13.11 Confirmation of Instruction: After giving an Instruction via the ETS, the Client is obliged to check via the ETS whether USL has correctly acknowledged its Instruction. The Client consents that Instructions placed via the ETS will not be valid until corresponding confirmation is received from USL.

13.12 Restrictions on Order: USL may in its absolute discretion impose restrictions on the types of orders and the range of prices for orders which can be placed through the ETS.

13.13 Irrevocable Instruction: Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an Instruction after it has been given via the ETS and that an Instruction may only be amended or cancelled if it has not been executed by USL. In such circumstances USL will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by USL in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original Instruction.

13.14 Termination of Access to ETS: USL reserves the right to terminate the Client's access to ETS or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Client's Account Number(s) and/or Password(s), breach of this Agreement or other applicable client agreement(s), discontinuance of the USL's access to any information from any Information Provider or termination of one or more agreements between USL and Information Providers.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

14. LIABILITY AND INDEMNIFICATION

14.1 Limitation of Liability and Indemnification: USL, its correspondent agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation:

(i) delays in the transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities or unreliable medium of communication or due to any other cause or causes beyond USL's reasonable control;
(ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by Information Providers; and
(iii) any losses, costs, expenses, damages, or claims which may suffer as a result of, in connection with or arising out of any aspect of real-time quote of stock prices provided by the Information Providers being inaccurate, interrupted, incomplete or delayed;
(iv) unauthorized access to communications systems by any third party, including unauthorized use of the Client's Account Number(s) and/or password(s); and
(v) war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.

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

14.3 No Liability for Inaccurate Information: The Client accepts that while USL endeavors to ensure the accuracy and reliability of any information provided, USL does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies, interruption, incompleteness, delay or omission.

15. FAX AND ELECTRONIC INSTRUCTIONS INDEMNITY

15.1 Electronic Instructions: The Client acknowledges that from time to time, USL needs to act on fax or electronic instructions (including but not limited to email or short message service (SMS)) from the Client. The Client understands that facsimile and electronic instructions are not secure means of communication and there are risks involved. The Client hereby requests USL to accept such facsimile or electronic instructions for the Client's convenience. USL is hereby authorized to act on any facsimile or electronic instructions that USL in its sole discretion believe emanate from the Client. Provided that USL exercises reasonable care in verifying the signature of the purported authorized person in the facsimile instructions or the identity of the person giving the electronic instructions, USL shall not be liable for acting in good faith on facsimile or electronic instructions that emanate from unauthorized persons.

15.2 Binding Transaction and Indemnity: Any transaction put through by USL for the Client pursuant to a facsimile or electronic instruction acted upon in good faith and in the absence of negligence default or fraud shall be binding upon the Client whether made with or without the Client's authority, knowledge or consent. The Client undertakes to indemnify USL and keep USL indemnified at all times against all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against USL or suffered or incurred by USL and which shall have arisen either directly or indirectly out of or in connection with USL's accepting facsimile or electronic instructions and acting thereon, whether or not the same are confirmed in writing by the Client.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

16. GENERAL PROVISIONS

16.1 Entire Understanding: This Agreement, together with all other written agreements, existing or subsequent, between USL and the Client related to the Client's Account and terms contained on statements and confirmations sent to USL, contains the entire understanding between and binding upon USL and the Client concerning the subject matter of this Agreement.

16.2 Severability: If any provision of this Agreement shall be held to be invalid or unenforceable by any court or regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained here. Time shall be of the essence in relation to all matters arising under this Agreement. Where the Client consists of more than one person, the liability of each of the persons shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of the persons. USL shall be entitled to deal separately with any of the persons including the discharge of any liabilities to any extent without affecting the liability of the others.

16.3 Presumption of Delivery: All notices and communications to the Client may be effectively given by mailing the same by post addressed to the Client at any of the Client business, residential or mailing addresses as they appear from time to time on USL's records, or by delivering the same to the Client or to any such address, or by facsimile or telephone or e-mail to any number or address notified to USL from time to time for the purpose and shall be deemed to be received (a) on the third business day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), or communicated (in the case of telephone, facsimile transmission or e-mail) and that no such notice or communication need be signed on USL's behalf.

16.4 Presumption of Authorization: Every Transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of Account shall be deemed and treated as authorized and correct and as ratified and confirmed by the Client unless USL shall receive from the Client written notice to the contrary within five (5) days after the date after such notice, statement, confirmation or other communication is deemed to have been received by the Client.

16.5 Duty to Notify: The Client shall inform USL within two (2) Business Days of the possession or knowledge of information, if the Client acts as intermediary for or effected a Transaction on behalf of someone other than the Client as an ultimate beneficiary owner(s): and if the Client notices any discrepancies and/or error with regard to and in connection with any the Client's Account information, Transactions, settlements and fund transfers. The Client agrees that the Client failure to notify of such discrepancy and/or error in a prompt manner (no later than seven (7) calendar days) would exonerate USL and USL's agents from any claims, liabilities or damages resulted from those discrepancies and/or errors.

16.6 Amendment: To the extent permitted by law, USL may from time to time amend any of the terms and conditions of this Agreement by notifying the Client and such amendments shall come into effect immediately upon the Client deemed receipt of USL's notice. The Client acknowledges and agrees that if the Client does not accept any amendments (including amendments to USL's commission rates and fees) as notified by USL from time to time, the Client shall have the right to terminate this Agreement in accordance with termination clause under this Agreement. The Client further agrees that any amendments shall be deemed to be accepted by the Client, should the Client continue to effectuate Transaction(s) in the Client's Account without expressively communicate the Client objections to such amendments prior to the Transaction(s).

16.7 Material Change: The Client agrees that the provision of this Agreement can be changed from time to time by USL with its sole discretion. However, USL will promptly notify the Client of material changes to any information provided to the Client, which may affect the service(s) provided to the Client under this Agreement. Change of provisions and conditions shall become effective starting from the designated effective date (i.e. the earliest effective date stated in relevant notification, and on the revised version of Agreement or any supplement to Agreement, or if no effective date is dated, the date of notification). Subject to any applicable laws and regulations, the designated effective date can be earlier than or later than the actual date of notification. Such change of provision(s) shall be included and incorporated as a part of this Agreement.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

16.8 Waiver: Waiver of any right under this Agreement must be in writing signed by the party waiving such right. USL will not be regarded as having waived any right under this Agreement if USL fails or delays in exercising such right. Any single or partial exercise of any rights under this Agreement will not preclude any further exercise of such right or exercise of any other right. USL's failure to insist at any time on strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on USL's part shall, in no event, constitute or be considered as a waiver by USL of any of USL's powers, rights, remedies or privileges.

16.9 Assignment: USL may assign USL's rights or obligations under this Agreement to any of USL's subsidiaries or Affiliates without giving any prior notice, or to any other entity upon prior written notice to the Client. The Client shall not assign the Account and/or any of the Client rights and/or obligations under this Agreement to any other party except with USL's prior written consent.

16.10 Default:

16.10.1 Any of the following non-exclusive and non-exhaustive events shall constitute an event of default ("**Event of Default**"): (a) the Client has breached any material term(s) of this Agreement or defaulted in respect of any Transaction with USL; (b) the Client fails to pay for or otherwise settle any purchase (including the subscriptions to acquire a new listing and issue) or other Transaction under this Agreement when due; (c) a voluntary or involuntary case or other procedure is commenced against the Client seeking or proposing bankruptcy, liquidation, reorganisation, an arrangement or composition, a freeze, standstill or moratorium, or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Client, if insolvent) or seeking the appointment of an insolvency official in respect of the Client or any substantial part of the Client's assets; or (d) any warranty order of attachment or distress or equivalent is filed against the Client.

16.10.2 If an Event of Default occurs, without prejudice to any other rights or remedies that USL may have against the Client and without further notice to the Client, USL shall be entitled to: (a) cancel any or all outstanding orders or any other commitments made on the Client behalf; (b) cover any short position in the Account through the purchase of Securities or liquidate any long position in the Account through the sale of Securities; (c) sell, dispose of or otherwise deal with in whatever manner any Securities in the Account and any Securities deposited by the Client with USL; (d) sell or realize all or any part of the Client's property held by USL or other member of uSmart Group in such manner and upon such terms as USL may conclusively decide and satisfy the Client's obligations and indebtedness towards USL or USL's Affiliates out of the net proceeds (with fees, expenses and costs deducted).

16.10.3 Notwithstanding of clause 16.10.2 above, USL may, at any time, combine or consolidate all or any of such accounts as are for the time being opened and maintained by the Client with USL or other member of uSmart Group, including the Account, and the Client hereby irrevocably authorize USL (without prejudice to the other authorities granted to USL hereunder): (a) to instruct other member of uSmart Group to transfer on the Client's behalf any funds standing from time to time in any account maintained at any time by the Client with other member of uSmart Group to any of the Client's Account maintained at any time with USL; (b) to transfer any funds standing from time to time in any account maintained by the Client with USL to any account maintained at any time by the Client with other member of uSmart Group; (c) to set-off or transfer any sum standing to the credit of any one or more such accounts by the Client in or towards satisfaction of the Client's indebtedness, obligation or liability to USL, other member of uSmart Group or USL's Affiliates on any of the 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; and (d) to give other member of uSmart Group notice of such authority, and when such combination, consolidation, set-off or transfer requires the conversion of the currency into another, such conversion shall be calculated at such rate of exchange as conclusively determined by USL's prevailing in such foreign exchange market as USL may at its absolute discretion (but shall notify the Client of USL's decision) select on or about the date of the combination, consolidation, set-off or transfer. In respect of any payments by

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

USL to offset and discharge any of the Client's obligations to other member of uSmart Group or USL's Affiliates, USL shall not be concerned whether or not such obligation exist, provided demand has been made on USL by other member of uSmart Group or USL's Affiliates.

16.10.4 Any order issued or claimed to be issued by the Client (or by any of its authorized person(s) or authorized third person(s)) within 5 days after USL confirming the receipt of notification given by the Client (in the case of revocation, liquidation or bankruptcy), the liquidator, the bankruptcy administrator, or other related persons, of the commencement of any liquidation, winding up, bankruptcy or dissolution of the Client, or the occurrence of similar events, may continue to be valid and effective in the sole discretion of USL and for USL's benefits.

16.11 Set-off:

16.11.1 Unless expressly provided otherwise in the Agreement, all sums payable by the Client under the Agreement shall be paid in full without set-off or counterclaim or any restriction or condition.

16.11.2 The Client irrevocably and unconditionally authorises USL to apply any amounts (in whatever currency) standing to the credit of the Accounts and/or any other account(s) in the Client's name with USL or USL's Affiliates in reduction of any amounts (whether matured or contingent) payable by the Client under the Agreement.

16.11.3 In addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right USL may have under the Agreement or by law, USL may, without prior notice to the Client or any other person, set off any sum or obligation (whether or not arising under the Agreement, whether matured or contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by the Client to USL or any Affiliate of USL against any sum or obligation (whether or not arising under the Agreement, whether matured or contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by USL or any Affiliate of USL to the Client.

16.12 Termination: Either party may terminate this Agreement at any time provided a written notice is given to the other party fifteen days in advance, which can be waived upon mutual agreement. The Client understands, upon the presentation of such notice, that the Client's Account shall be restricted to the closing transactions only (i.e. the liquidation of existing Securities). Without prejudice to any applicable laws and regulations, USL may suspend or terminate this Agreement forthwith at any time without notice and giving any reason to the Client if the Client breaches or fails to comply with any terms of this Agreement or due to any other actual or potential cause(s) or concern(s) USL deems appropriate. Any termination is conditioned on the satisfaction of any outstanding indebtedness and/or obligations in the Client's Account, including but not limited to any debit balance, executed and yet unpaid purchases, and the settlement of the subscription, allocation and acquisition of the shares of a new listing and issue and shall not affect any Transaction already entered into, or prejudice or affect any right, power, duty and obligation of either party accrued, prior to such termination.

16.13 English/Chinese Version: The Client confirms that the Client has read the English or Chinese version of this Agreement and that the contents of this Agreement have been fully explained to the Client in a language which the Client understands, and that the Client accepts this Agreement in its entirety. In the event that there is inconsistency between the English version and the Chinese version of this Agreement, the English version shall prevail.

16.14 Descriptive Headings: The heading of each provision hereof is for descriptive purposes only. They shall not be deemed to modify, qualify or otherwise substitute for any of the rights or obligations set forth in each of the provisions thereof contained in this Agreement.

16.15 Indemnification: The Client agrees that USL and USL's directors, officers, employees and agents shall not be liable for any delay or failure to perform any of USL's obligations hereunder or for any losses caused directly or indirectly by any

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

condition or circumstances over which USL, USL's directors, officers, employees or agents do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes. The Client further agrees to indemnify USL and USL's officers, employees and agents on demand for any loss, cost, claim, liability or expense arising out of or in connection with any breach by the Client of the Client's obligations hereunder including any reasonable costs incurred by USL in collecting any debts due to USL or in connection with the closure of the Account.

17. RISK DISCLOSURE STATEMENTS

17.1 Risk of Securities Trading: The price of Securities fluctuates, sometimes dramatically. The price of a Security may move up or down and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling Securities.

17.2 Fluctuation in Prices: The Client acknowledges and agrees that the price of Securities can and does fluctuate, and that any individual Security may experience upward or downward movements and may even become valueless. There is an inherent risk associated with the dealings of Securities and the Client is prepared and able to accept and tolerate such risk.

17.3 Securities in Custody: The Client acknowledges and agrees that there are risks in leaving Securities in the safe custody of USL, USL's nominee or agent or in authorizing USL to deposit Securities as collateral for loans or advances made to the Client or authorizing USL to borrow or loan Securities; and that USL will not be responsible for any damage or loss arising in connection with such safe custody nor any act, default or negligence of any independent nominee, or other third party(ies) and the Client accepts that any Securities placed and pledged with any of them are at the Client's own risk.

17.4 Risk of Electronic Trading: Access to the internet or other electronic devices may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Transactions conducted through the Internet or other electronic devices may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond USL's control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing prices at the time the Instructions were given. Moreover, communications and personal data may be accessed by unauthorized third party; and there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Client. The Client acknowledges and agrees that it shall not usually be possible to cancel an Instruction after it has been given.

17.5 Cybersecurity Risk: USL has taken effective measures to manage and supervise the internet trading system and protect the security of Account information and trading activities of Client when using USL's websites and mobile applications. Nevertheless, USL hereby solemnly reminds the Client of cybersecurity risks associated with internet trading which are beyond USL's reasonable control, including without limitation any risks stated in clause 17.4 above, and (a) interruption or delay of transaction instructions and data error arisen from causes like data transmission over the Internet and mobile telecommunication networks; (b) information stored in mobile phone including account and password is known to others due to the loss of mobile phones or improper safekeeping of password; (c) errors or delays in market information caused by factors like malicious attacks on mobile telecommunication networks or internet, or failures of network server; (d) mobile devices and software systems are illegally attacked, hacked or infected by viruses, affecting market information and trading order; (e) the mobile phone configuration, performance or software system is incompatible with the trading system provided, leading to unavailability; (f) failure or error in trading order due to improper or inexperienced operations of mobile phones; and (g) other failures of communication network not caused by our mobile application leading to failures of trading order inquiries.

In view of the above cybersecurity risks, the Client is reminded to take prevention and protection measures when using internet trading system, acquire reasonable knowledge about appropriate computer and mobile phone operations and safety

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

precaution. Once discovering any irregularities in the Account, network or electronic equipment, the Client should get contact with USL, network or electronic equipment suppliers and properly deal with such irregularities as soon as possible. The Client should also be reminded that login credentials such as the Password should be properly safeguarded and cannot be shared.

Notwithstanding measures taken by USL to minimize the cybersecurity risks, USL accepts no responsibility for any loss which may be incurred by the Client as a result of such risks beyond USL's reasonable control. The Client should not place any Instruction with USL over the internet if the Client is not prepared to accept such risks.

17.6 Risk of Trading GEM Stocks: GEM stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any creditability to forecast future profitability. GEM stocks may be very volatile and illiquid. The Client acknowledges that the Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the website operated by the Exchange. GEM companies are usually not required to issue paid announcements in gazetted newspapers. The Client acknowledges that the Client should seek independent professional advice if the Client should be uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

17.7 Risk of Trading Nasdaq-Amex Securities at the Exchange: The securities under the Nasdaq-Amex Pilot Program ("**PP**") are aimed at sophisticated investors. The Client should consult his professional advisors and become familiarized with the PP before trading in the PP Securities. The Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of the Exchange.

17.8 Risks of Assets received or held outside Hong Kong: The Client acknowledges and agrees that the Client Assets received or held by the licensed or registered persons outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, the Client's Assets may not enjoy the same protection as that conferred on the Client's Assets received or held in Hong Kong.

17.9 Risk of trading Hong Kong Listed Derivative Warrants ("DW"):

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

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

17.9.3 **Gearing risk:** DWs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a DW may fall to zero resulting in a total loss of the initial investment.

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

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

17.9.6 **Foreign exchange risk:** Investors trading DWs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

and thereby also affect the DW price.

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

17.9.8 **Time decay risk:** All things being equal, the value of a DW will decay over time as it approaches its expiry date. DWs should therefore not be viewed as long term investments.

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

17.10 Risk of trading Callable Bull/Bear Contracts ("CBBC"):

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

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

17.10.3 **Gearing risk:** CBBCs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a CBBC may fall to zero resulting in a total loss of the initial investment.

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

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

17.10.6 **Foreign exchange risk:** Investors trading CBBCs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value and thereby also affect the CBBC price.

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

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

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

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

17.11 Risk of trading Exchange Traded Funds ("ETF"):

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

17.11.2 **Tracking errors:** Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below).

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

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

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

17.11.6 **Counterparty risk involved in ETFs with different replication strategies**

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

(b) **Synthetic replication strategies:** ETFs utilizing a synthetic replication strategy use swaps or derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

(i) Swap-based ETFs

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

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

(ii) Derivative embedded ETFs

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

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

17.12 Risk of trading equity linked instruments ("ELI"):

ELIs are structured products involving derivatives and its return component is based on the performance of the underlying asset. Investor purchasing an ELI is indirectly writing an option on the underlying shares. Investors should pay attention to the points below.

17.12.1 **Exposure to equity market:** Investors are exposed to price movements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. Investors must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.

17.12.2 **Possibilities of losing investment:** Investors may lose part or all of their investment if the price of the underlying security moves against their investment view.

17.12.3 **Price adjustment:** Investors should note that any dividend payment on the underlying security may affect its price and the payback of the ELI at expiry due to ex-dividend pricing. Investors should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.

17.12.4 **Interest rates:** While most ELIs offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential yield of the ELI.

17.12.5 **Potential yield:** Investors should consult their brokers on fees and charges related to the purchase and sale of ELI and payment / delivery at expiry. The potential yields disseminated by the Exchange have not taken fees and charges into consideration.

17.13 Risk of trading Renminbi products:

17.13.1 **Renminbi currency risk:** Renminbi is not freely convertible at present and conversion of Renminbi through banks in Hong Kong is subject to certain restrictions. For Renminbi products which are not denominated in Renminbi or with underlying investments which are not Renminbi denominated, such products will be subject to multiple currency costs involved in making investments and liquidating investments, as well as the Renminbi exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g. settling operating expenses). The PRC government regulates the conversion of Renminbi and other currencies. If the restrictions on Renminbi convertibility and the limitations on the flow of the Renminbi funds between PRC and Hong Kong become more stringent, the depth of the Renminbi market in Hong Kong may become further limited.

17.13.2 **Exchange rate risk:** The value of the Renminbi against the Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

other factors. For Renminbi products, the value of investor's investment in Hong Kong dollar terms may decline if the value of Renminbi depreciates against Hong Kong dollar.

17.13.3 **Interest rate risk:** The PRC government has gradually liberalized the regulation of interest rates in recent years. Further liberalization may increase interest rate volatility. For Renminbi products which are, or may invest in, Renminbi debt instruments, such instruments are susceptible to interest rate fluctuations, which may adversely affect the return and performance of the Renminbi products.

17.13.4 **Limitation on the provision of Renminbi funding:** In case the Client does not have sufficient Renminbi funding in the account to subscribe Renminbi products, subject to compliance with all applicable laws, rules and regulations, USL may assist the Client to convert other currencies to Renminbi. However, USL does not guarantee that it can assist the Client to obtain sufficient Renminbi funding due to the limitation on the flow of Renminbi funds in Hong Kong. USL may unwind the Client's trade due to insufficient Renminbi funding and the Client's investment may be adversely affected if he suffers losses due to settlement failure.

17.13.5 **Limited availability of underlying investments denominated in Renminbi:** For Renminbi products that do not have access to invest directly in Mainland China, their available choice of underlying investments denominated in Renminbi outside Mainland China may be limited. Such limitation may adversely affect the return and performance of the Renminbi products.

17.13.6 **Projected returns which are not guaranteed:** For some Renminbi investment products, their return may not guaranteed or may only be partly guaranteed. Investors should read carefully the statement of illustrative return attached to such products and in particular, the assumption on which the illustration are based, including, for example, any future bonus or dividend declaration.

17.13.7 **Long Term commitment to investment products:** For Renminbi products which involve a long period of investment, if investor redeems his investment before the maturity date or during the lock-up period (if applicable), investor may incur significant loss of principal where the proceeds may be substantially lower than the invested amount. Investor may also suffer from early surrender / withdrawal fees and charges as well as the loss of returns (where applicable) as a result of redemption before the maturity date or during lock-up period.

17.13.8 **Credit risk of counterparties:** For Renminbi products investing in Renminbi debt instruments which are not supported by any collateral, such products are fully exposed to the credit risk of the relevant counterparties. Where a Renminbi product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers which may adversely affect the performance of the Renminbi product and result in substantial loss.

17.13.9 **Liquidity risk:** Renminbi products may suffer significant losses in liquidating the underlying investment, especially if such investments do not have an active secondary market and their prices have large bid / offer spread.

17.13.10 **Possibility of not receiving Renminbi upon redemption:** For Renminbi products with a significant portion of non-Renminbi denominated underlying investments, there is a possibility of not receiving the full amount in Renminbi upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of Renminbi in a timely manner due to the exchange controls and restrictions applicable to the currency.

17.14 Risk of trading bonds

17.14.1 **Issuer default risk:** There is a risk that the issuer may fail to pay investors the interest or principal as scheduled.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

17.14.2 **Interest rate risk:** When the interest rate rises, the price of a fixed rate bond will normally drop. If investors want to sell their bond before it matures, they may get less than their purchase price.

17.14.3 **Foreign exchange risk:** Investors trading bond denominated in a foreign currency face an exchange rate risk. Any fall in the foreign currency will reduce the amount investors receive when they convert a payment of interest or principal back into the local currency.

17.14.4 **Liquidity risk:** Investors may need to sell the bonds before maturity when they have an urgent cash-flow need or use the capital for other investments. However, investors may not achieve this if the liquidity of the secondary bond market is low.

17.14.5 **Reinvestment risk:** If investors hold a callable bond, when the interest rate goes down, the issuer may redeem the bond before maturity. If this happens investors have to re-invest the proceeds, the yields on other bonds in the market will generally be less favorable.

17.14.6 **Equity risk:** If the bond is "convertible" or "exchangeable", investors also face equity risk associated with stocks. A fall in the stock price will usually make the bond price fall.

17.15 Risk of providing authority to hold mail or to direct mail to third parties: If the Client provides USL with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client Account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

17.16 Instructions Outside Hong Kong: If the Client gives any Instruction to USL outside Hong Kong, the Client agrees to ensure and represent that such Instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which the Client's Instruction is given, and the Client further agrees that the Client shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect to any Instruction given outside Hong Kong, and the Client agrees to pay such taxes or charges as applicable.

17.17 Risk of OTC Transactions / Grey Market Trading: Before trading, the Client must understand the nature of the OTC transaction, the trading facilities and the level of risk the Client can afford. If in doubt, the Client should seek independent professional advice. OTC transactions are subject to risks, including the credit and default risks of other counterparties, and the risk of securities not being listed on the relevant exchanges. OTC securities may have lower liquidities and higher price volatilities than exchange-traded securities. OTC transactions are not guaranteed to be settled and the Client is liable for any losses and expenses resulting from the settlement default by the Client and/or the Client's counterparty. The prices of OTC securities may differ materially from their market opening or trading prices during the regular market time after they are listed on the relevant exchanges. The price of a security shown in an OTC transaction may not reflect the price of the same security traded in other automated trading systems operating at the same time. The OTC markets are not regulated by the relevant exchanges. Unless the relevant transactions are officially recorded on the exchange's trading system after the security is listed on the exchange, they are not covered by the Investor Compensation Fund or other relevant investor insurance or protection schemes applicable to exchange-traded products. For terms of OTC Transaction, please refer to paragraph 5.16 of this Agreement.

17.18 Acknowledgment of the Risks: The Client has been provided by USL's licensed person with the above stated risk disclosure statement, and any risk disclosure statement(s) or equivalent disclosure(s) stated in any agreement(s) or document(s) supplementing this Agreement in the language of the Client's choice (English or Chinese) (collectively, the "**Risk Disclosure Statements**"), invited to read the Risk Disclosure Statements, ask questions and take independent advice if the Client wishes. The Client has confirmed with USL that he understands the Risk Disclosure Statements.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

17.19 Severe Weather Trading in Hong Kong

17.19.1 In view of the implementation of the Severe Weather Trading (SWT) arrangements by the HKEX starting from 23 September 2024, trading, listing, clearing and settlement services and operations will continue in both the securities and derivatives markets in Hong Kong and HKEX will maintain normal operations to the furthest extent possible during Severe Weather conditions.

17.19.2 Under SWT, USL will use all reasonable endeavours to perform and maintain necessary operations in a fully digital and remote manner; and other special arrangements to the fullest extent possible as required and promulgated by the relevant Authorities, including the SFC and HKEX, except for exceptional circumstances beyond USL's reasonable control such as equipment malfunctioning, temporary power outages or the suspension of electronic money transfer channels.

17.19.3 Personnel and investor safety remains a key priority for the implementation of SWT, the provision of services via physical outlets, such as bank branches, the CCASS depository counter and our office, will not be available. The Client shall note that USL's and banking services will be provided through electronic channels during Severe Weather conditions to ensure safety; Client is reminded to transfer funds electronically on an SWT Day to meet his trading needs and settlement or margin obligations in a timely manner.

17.19.4 In the case of any contingency, such as any other condition or circumstances beyond USL's reasonable control on an SWT Day, resulting in any suspension or delay of service concerning your Instructions, USL shall have the right to cancel your Instructions in response to the above contingencies.

17.19.5 The arrangements for SWT are determined by the relevant regulators from time to time and they may change the relevant arrangements for SWT whether temporarily or otherwise at any time and without advance notice. Any such change to the arrangements with respect to SWT may affect USL's ability to accept and/or process your Instructions and/or to provide, in a timely manner, any Services generally. The Client shall note the SWT arrangements as promulgated by the HKEX, SFC and/or USL from time to time.

18. CLIENT IDENTITY

18.1 Assistance to Hong Kong Regulators: USL is required to provide to SFC and the Exchange identity details of the ultimate person(s) for whom it is processing a Transaction as well as the person(s) who give(s) Instructions in relation to that Transaction within two (2) business days of their request. In exceptional market circumstances, the details may have to be made available very shortly after the request. Alternatively, USL may provide the required details directly to the regulators in the manner described below.

18.2 Disclosure of Beneficiaries: If the Client effects Transactions for the Account of clients or other beneficial owners, whether on a discretionary or non-discretionary basis, and whether as agent or by matching Transactions as principal with the beneficiaries, the Client agrees that, in relation to a Transaction where USL has received an inquiry from regulators, the Client shall immediately upon USL's request provide to the regulators such identity details of the beneficiaries for whose Account the Transaction was effected, of the person with the ultimate beneficial interest in the Transaction and/or of the person who originated the Transaction.

18.3 Arrangement where Beneficiaries are intermediaries: If the Client is aware that any of the beneficiaries 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(s) for whom the Transaction was effected, the Client confirms that the Client has arrangements in place with such beneficiaries, which entitle the Client to obtain the details contemplated above from the beneficiaries immediately

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

upon request or procure that they be so obtained. USL will, upon USL's request in relation to a Transaction, promptly request the requisite identity details from the beneficiaries on whose Instructions the Transaction was effected, and provide them to the regulators as soon as received from the beneficiaries or procure that they be so provided.

18.4 Survivability: The Client further confirms that the Client's obligations under this clause 18 will continue after the termination of this Agreement.

19. PERSONAL DATA (PRIVACY) ORDINANCE (CAP.486) ("PDPO")

19.1 The Client may from time to time be requested by the USL to supply personal data (as defined under the PDPO) relating to the Client. For the purposes of this Clause 19, personal data (i) in the case of individual account holders, joint account holders or sole proprietors, means personal data relating to the relevant individual concerned; (ii) in the case of a partnership, means personal data relating to each partner of the partnership; and (iii) in the case of a corporate entity, means personal data relating to any individual director, shareholder, officer or manager which has been provided to USL. Personal data also means those information about the Client collected by USL upon the Client's usage of the provided services and products. This might include (but not limited to) financial information, credit record, investment preference and tendency, location information of mobile devices, browser details and IP addresses.

19.2 The Client shall provide all such personal data as shall be reasonably requested below by USL in the Account Opening Form or otherwise, and any failure to do so may result in USL being unable to open or continue the Account, or to effect transactions under the Account. When the Client uses the product or service provided by USL, the Client may be required to permit the collection of personal data by USL upon request. Otherwise, the Client might not be able to use such product or service, or enjoy a more optimized experience.

(a) For an individual client, his or her:
- full name as shown on his or her identity document;
- identity document's issuing country or jurisdiction;
- identity document type (order of priority: (1) HKID card; (2) national identification document; (3) passport);
- and identity document number on the identity document.

(b) For a corporate client, its:
- full name as shown on its identity document;
- identity document's issuing country or jurisdiction;
- identity document type (order of priority: (1) LEI registration document; (2) certificate of incorporation; (3) business registration certificate; (4) other equivalent documents); and
- identity document number on its identity document.

(c) For a client that is a trust:

- the CID of the trustee, which should be the same as that of a corporate or individual client as set out above;
- however, in the case of a trust which is an investment fund (i.e. collective investment schemes), the CID of the asset management company or the individual fund, as appropriate, which has opened a trading account with the Relevant Regulated Intermediary.

(d) For clients of a joint account:

- the CID for all clients (in line with the above proposed requirements, depending on the nature of the client)

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

named for a joint account should be provided under the same BCAN assigned to that account.

19.3 The Client understands and accepts that USL may provide personal data received from the Client to the following persons (whether within or outside of Hong Kong) for the purposes set out in Clause 19.4:-

(a) any nominees in whose name securities or other assets may be registered;
(b) any member or affiliated or related company in the uSmart Group including but not limited to USL's parent and/or subsidiary companies;
(c) any contractor, adviser, agent or third party service provider which provides administrative, background checking, data processing, financial, computer, telecommunication, payment or clearing, professional or other services to USL in connection with the operation of its business or provision of financial services or products to the Client;
(d) any financial institution trading with or intended to trade with the Client;
(e) credit reference agencies, and, in the event of default, to debt collection agencies;
(f) any person as guarantor or intended to be guarantor;
(g) any person (or any member of the uSmart Group) who holds the duty of confidentiality for USL or has promised the confidentiality of such information;
(h) any person with whom USL enters into or proposes to enter into a transaction with on behalf of the Client or the Account, or the persons representing the same;
(i) any person who provides financial services or issues, distributes or provides financial products to the Client through or with USL;
(j) any foreign or local exchanges of securities, futures and/or other financial products where the Client's orders to buy or sell such securities, futures and/or other financial products are placed or transacted; or their associated clearing houses or operators;
(k) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom this Agreement is novated; and
(l) any foreign or local governmental, regulatory, supervisory, tax, law enforcement or other authorities, bodies or institutions.

19.4 The Client understands and accepts that the purposes for which the personal data provided by the Client from time to time may be used are:-

(a) executing or giving effect to the Client's orders relating to transactions or otherwise, and carrying out the Client's other Instruction;
(b) providing financial services or products to the Client or in connection with the Account, whether the services or products are provided by or through any other member of uSmart Group or any other person, within or outside Hong Kong;
(c) providing personalized financial analysis and planning or designing financial services or products for the Client's use;
(d) improving the products and services and optimizing the Client's experience;
(e) marketing services or products which may be of interest to the Client;
(f) conducting credit inquiries or background checks on the Client and ascertaining the Client's financial situation and investment objectives;
(g) ensuring that the Client or any guarantor maintains a reliable credit;
(h) collecting of amounts due, enforcing of security, charges or other rights and interests in favour of USL or any member of uSmart Group;
(i) complying with and/or enabling any affiliated or related company in the uSmart Group to comply with any foreign or local laws, regulations (including Foreign Account Tax Compliance Act, Automatic Exchange Of Financial Account Information, Common Reporting Standards and similar regulations), notifications, directives, guidelines or guidance given or issued by or in agreement with any legal, regulatory, governmental, tax, law enforcement or other authorities, exchanges, or self-regulatory or industry bodies or associations of financial services providers, within or outside Hong Kong, existing currently and in the future;
(j) complying with obligations, requirements, policies, procedures, measures and arrangements for sharing personal data and information within the uSmart Group and/or any other use of personal data in accordance with any uSmart Group

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

(k) enabling the actual or suggested transferee on the conditions of merge, combination, re-organization or other conditions to evaluate the trading planned to be transferred; and

(l) other purposes related or incidental to any one or more of the above.

19.5 USL may from time to time transfer the personal data of the Client outside Hong Kong to any of the persons referred to in Clause 19.3 above and for any of the purposes referred to in Clause 19.4 above.

19.6 When USL provides the Client with credit limit or financing arrangements or when the Client represents the other person of the guarantor, if the Client or the borrower is delinquent on the payment for more than sixty (60) days or other duration prescribed from time to time by laws or related regulations, the related credit information service institution can keep the information provided by USL for five (5) years starting from the final clear-off day or five (5) years starting from the day when the institution receives the notification of the Client's discharge of bankruptcy, the earlier day being the standard. If the related Account is closed due to full payment and if there is no material delinquency five (5) years prior to the close of the Account, the Client is entitled to order USL to submit the request to the related institutions of deleting any Account information from the database but such order shall only be issued within five (5) years subsequent to the close of the Account.

19.7 Use of Personal Data in Direct Marketing

USL intends to use, from time to time, Client's personal data in direct marketing of financial products and services, including but not limited to securities, futures, fixed income, currencies, commodities, wealth management, asset management, equity financing, equity derivatives, insurance, and other financial products and services. Only the following kinds of personal data of the Client may be used in such direct marketing:

(i) name;
(ii) gender;
(iii) date of birth;
(iv) part of identity card or passport number;
(v) contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
(vi) information about the products and/or services the Client has purchased or applied for.

USL may not so use the data unless it has received the Client's consent to the intended use. The Clients can always request USL not to receive direct marketing materials or related information in written form.

19.8 Provision of Personal Data for Use in Direct Marketing

USL intends to provide, from time to time and for money and other property, Client's personal data to uSmart Group (other than USL itself) for use by uSmart Group in direct marketing of financial products and services, including but not limited to securities, futures, fixed income, currencies, commodities, wealth management, asset management, equity financing, equity derivatives, insurance, and other financial products and services. Only the following kinds of personal data of the Client may be provided to uSmart Group (other than USL itself) for use by uSmart Group in such direct marketing:

(i) name;
(ii) gender;
(iii) date of birth;
(iv) part of identity card or passport number;
(v) contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
(vi) information about the products and/or services the Client has purchased or applied for.

USL may not so use the data unless it has received the Client's consent to the intended use. The Clients can always request USL or member of uSmart Group engaging in direct marketing not to receive direct marketing materials or related

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

information in written form.

19.9 China Connect Securities Trading Service

The Client acknowledges and agrees that in providing USL's China Connect securities trading service to the Client, USL will be required to:

(i) tag each of the Client's orders submitted to the China Stock Connect System ("**CSC**") with a Broker-to-Client Assigned Number ("**BCAN**") that is unique to the Client or the BCAN that is assigned to the Client's joint account with USL, as appropriate; and

(ii) provide to the Exchange the Client's assigned BCAN and such identification information ("**Client Identification Data**" or "**CID**") relating to the Client as the Exchange may request from time to time under the Rules of the Exchange.

Without limitation to any notification USL has given the Client or consent USL has obtained from the Client in respect of the processing of the Client's personal data in connection with the Client's account and USL's services to the Client, the Client acknowledges and agrees that USL may collect, store, use, disclose and transfer personal data relating to the Client as required as part of USL's China Connect securities trading service, including as follows:

(a) to disclose and transfer the Client's BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating the Client's BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;

(b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store the Client's BCAN,CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via SEHK) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;

(c) to allow the relevant China Connect Clearing House to: (i) collect, use and store the Client's BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use the Client's BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and

(d) to allow the relevant China Connect Market Operator to: (i) collect, use and store the Client's BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets.

By instructing USL in respect of any Transaction relating to China Connect Securities, the Client acknowledges and agrees that USL may use the Client's personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the Stock Connect Northbound trading. The Client also acknowledges that despite any subsequent purported withdrawal of consent by the Client, the Client's personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

19.10 Trading for the securities market in Hong Kong

The Client acknowledges and agrees that USL may collect, store, process, use, disclose and transfer personal data relating to the client (including client's CID and BCAN(s)) as required for USL to provide services to clients in relation to securities listed or traded on SEHK and for complying with the rules and requirements of SEHK and SFC in effect from time to time. Without limiting the foregoing, this includes -

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

(a) disclosing and transferring client's personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
(b) allowing SEHK to: (i) collect, store, process and use client's personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
(c) allowing the SFC to: (i) collect, store, process and use client's personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws and/or regulatory requirements.
(d) allowing HKSCC to: (i) retrieve from SEHK (which is allowed to disclose and transfer to HKSCC), process and store your CID and transfer your CID to the issuer's share registrar to enable HKSCC and/ or the issuer's share registrar to verify that you have not made any duplicate applications for the relevant share subscription and to facilitate IPO balloting and IPO settlement; and (ii) process and store your CID and transfer your CID to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing your application for the relevant share subscription or any other purpose set out in the IPO issuer's prospectus.

The client also agrees that despite any subsequent purported withdrawal of consent by the client, in accordance with applicable laws and/or regulatory requirements, the client's personal data may continue to be appropriately stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

19.11 Consequences of failing to provide Personal Data or Consent

Failure to provide USL with the Client's personal data or consent as described above may mean that USL will not, or no longer be able, as the case may be, to carry out the Client's trading Instructions or provide the Client with USL's securities trading related service (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

19.12 The Client shall acknowledge and accept that the risk of data disclosure under this Agreement may include recipients disclose information to other persons according to the laws of the country. Due to the application of different laws and regulations, as compared with the situation in Hong Kong, the scope of application of some laws may be wider, its execution may also be more lenient. When clients provide any data (including personal information) to USL, the Client shall state, represent and warrant that the Client has been authorized to take all necessary actions to be disclosed to USL and allow USL to use such data in accordance with this Agreement.

19.13 The Client has the right to request a copy of such personal data and may request the correction of the personal data (if applicable). Any such request must be made in accordance with the PDPO and shall be addressed to the Data Protection Officer of USL at Unit 2606,26/F, FWD Financial Centre, 308 Des Voeux Road Central, Hong Kong. The Client understands that a fee shall be charged by USL for any such request.

20. AEOI COMPLIANCE

20.1 Disclosure, Consent and Waiver: The Client shall provide to USL, uSmart Group, their agents or service providers, upon request, any documentation or other information regarding the Client and its beneficial owners that USL, uSmart Group, their agents or service providers may require from time to time in connection with their obligations under, and compliance with, applicable laws and regulations including, but not limited to, AEOI. The Client hereby agrees and consents that USL, uSmart Group and their agents and service providers may collect, store and process information obtained from the Client or otherwise in connection with this Agreement and/or the Client's transactions for the purposes of complying with AEOI and/or other applicable law, including disclosures between USL and any of them and to the governmental authorities of the United States of America, Hong Kong and/or other jurisdictions. To the extent permitted by law, Client hereby waives any

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent compliance by USL, uSmart Group and their agents and service providers with AEOI and/or other applicable law. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. The Client shall ensure that, before the Client or anyone on its behalf discloses information relating to any third party to USL, uSmart Group or their agents or service providers in connection with this Agreement or the Client's transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow USL, uSmart Group and their agents and service providers to collect, store, process and disclose his, her or its information as described in this clause.

20.2 Provision of Information:

(a) The Client shall upon request by USL confirm to USL (i) whether the Client is a person who is entitled to receive payments free from any deduction or withholding as required by AEOI ("**AEOI Exempt Person**"); and (ii) supply to USL such forms, documentation and other information relating to the Client's status under AEOI (including its applicable passthru rate or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as USL reasonably requests for the purposes of that USL's compliance with AEOI (and the compliance of any of uSmart Group).

(b) If the Client confirm to USL pursuant to the above that the Client is a AEOI Exempt Party and the Client subsequently becomes aware that the Client is not, or has ceased to be a AEOI Exempt Party, the Client shall notify USL as soon as reasonably practicable. The Client shall report to USL all changes in his/her tax residency status or in circumstance when the Client's declaration as not being a U.S. person as defined under FATCA (including U.S. citizen, U.S. resident or green card holder), being the beneficial owner of all the income to which the Client's Account(s) maintained with USL, being the resident of the Client declared country within the meaning of the income tax treaty between the United States and the Client declared country, being an exempt foreign person as defined in Instructions for Form W-8BEN, or any relevant declaration(s) in relation to AEOI made at the Account Opening Form or in any applicable format subsequently delivered to USL is no longer valid within 7 days (when it is infeasible, it shall not be later than 30 days) of such change in circumstances.

(c) If the Client fails to confirm its status or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for avoidance of doubt, where paragraph (b) above applies), then:
   (i) If the Client failed to confirm whether the Client is (and/or remains) a AEOI Exempt Party then the Client will be treated as if the Client is not a AEOI Exempt Party; and
   (ii) If the Client failed to confirm its applicable passthru rate then the Client will be treated as if its applicable passthru rate is 100%, until such time as the Client provides USL the requested confirmation, forms, documentation or other information.

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

20.4 Discretion to Close Account: USL shall have its sole discretion in closing any Account or not opening any account or executing any orders for the "U.S. person", "recalcitrant account holder", "non-participating foreign financial institution", "passive non-financial foreign entity with substantial U.S. owner(s) or controlling U.S. person(s)", or any other Account holder with classification or status that may impose any reporting or withholding obligations on USL as defined by FATCA.

21. CHINA CONNECT

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

21.1 Without prejudice to any other provisions in this Agreement, the Client acknowledges and accepts the following additional terms and conditions applicable to trading in securities ("**China Connect Securities**") listed in the Shanghai Stock Exchange ("**SSE**") and/or Shenzhen Stock Exchange ("**SZSE**") through the Shanghai Connect and/or Shenzhen Connect under China Connect ("**Northbound trading**"):

(a) The Client represents and undertakes on a continuing basis, including without limitation on each date that the Client places an order or gives an instruction in respect of China Connect Securities, that: (1) the Client is not a Mainland China Resident or an entity incorporated or registered under the laws of Mainland China; if the Client is a Mainland China Resident, the Client is using funds lawfully owed by the Client and located outside Mainland China to make investments in China Connect Securities; or if the Client is an entity incorporated or registered under the laws of Mainland China, its investment in China Connect Securities has been conducted pursuant to any program (including the Qualified Domestic Institutional Investor Program, if applicable) approved by, or any other approval of, any competent Mainland China regulator; (2) the Client's investment in China Connect Securities does not violate the laws and regulations of Mainland China, including those in relation to foreign exchange control and reporting; and (3) the Client will trade shares listed on the ChiNext Board of the SZSE ("**ChiNext Shares**") only when the Client is, and in the case where the Client is an intermediary (including, but not limited to, a fund manager, asset manager, broker or order placer) trading for or on behalf of an underlying client or clients, each of such underlying client is, an Eligible Investor to trade ChiNext Shares under the Northbound Trading Regulations;

(b) The Client must understand and comply with all the applicable by-laws, codes, rules and regulations of SSE and/or SZSE ("**SSE/SZSE Rules**"), the relevant rules applicable to the companies listed in SSE/SZSE as issued by SSE/SZSE ("**SSE/SZSE Listing Rules**"), and other applicable laws and regulations of Mainland China relating to Northbound trading (together "**Northbound Trading Regulations**"). The Client acknowledges that if the Client is in breach of any Northbound Trading Regulations, the Client will be subject to regulatory investigation and be personally liable to any legal and regulatory consequences. USL will not and does not intend to advise the Client on any of such Northbound Trading Regulations. The Client should consult the Northbound Trading Regulations (including but not limited to the information about Northbound Trading Regulations published by Hong Kong Exchanges and Clearing Limited which can be accessed at its website) and obtain professional advice as necessary;

(c) The Client hereby agrees and authorizes USL to do or not to do whatever act without Client's prior approval in connection with any Northbound trading of the Client as USL in its absolute discretion deems appropriate to comply with any Northbound Trading Regulations or any orders, directions, notices or requests from any authorities. USL shall not be liable for any loss or damage directly or indirectly suffered by the Client arising from or in connection with such action or inaction of USL;

(d) The Client must understand fully the rules and regulations of Mainland China in relation to securities investment, such as short-swing profits, disclosure obligations and follow such rules and regulations accordingly;

(e) USL may in its absolute discretion refuse to execute or complete any instructions from the Client on any grounds such as, for example, in USL' reasonable belief, execution of such instructions may not be compliant with any Northbound Trading Regulations, or the Client does not have sufficient securities to settle delivery obligation or sufficient cash (in Renminbi) to settle payment obligation;

(f) Pre-trade checking is in place so that the Client must have his/her shares transferred to USL' corresponding Central Clearing And Settlement System ("**CCASS**") account before the commencement of trading on a trading day if the Client intends to sell the shares during a trading day. Client undertakes to ensure there are sufficient and available China Connect Securities in his Account by the applicable cut-off time to cover any proposed sell order given on the relevant Trading Day. If USL considers that Client does not for whatever reason have sufficient and available China Connect Securities in his Account to settle a sell order by the applicable cut-off time, USL may in its absolute discretion: (1) reject Client's sell order (in whole or in part); (2) use any China Connect Securities in the designated CCASS stock account(s) which USL holds for itself or on behalf of its other clients to fulfill the Pre-trade checking requirement in respect of Client's sell order, in which case Client shall reimburse USL for any costs, losses or expenses which USL incurs as a result of buying in or otherwise sourcing the amount of China Connect Securities which Client has failed to deliver in respect of his sell order on such terms and at such price (including any associated fees and expenses)

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

and at such time as USL shall determine in its absolute discretion); or (3) perform any other act which USL considers necessary or desirable to comply with Pre-trade checking and/or relevant Northbound Trading Regulations and to cover Client's shortfall (including but not limited to applying any other China Connect Securities available to USL from other sources);

(g) All trading must be conducted on SSE/SZSE, i.e. no over-the-counter (OTC) or manual trades are allowed;

(h) No day trading is allowed;

(i) Naked short selling is not allowed;

(j) Foreign shareholding restriction (including the forced-sale arrangement) is in place and USL has the right to "force-sell" the Client's shares upon receiving the forced-sale notification from the Exchange;

(k) USL has the right to cancel the Client's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;

(l) USL may not be able to send in the Client's order cancellation requests in case of contingency such as when the Exchange loses all its communication lines with SSE/SZSE, etc and the Client shall still bear the settlement obligations if the orders are matched and executed;

(m) At the request of the Exchange (for the purposes of assisting SSE/SZSE or other regulators of Mainland China in its regulatory surveillance, investigation and/or enforcement, or otherwise as part of the regulatory cooperation between the Exchange and SSE/SZSE or other regulators of Mainland China), USL may forward the information in relation to the Client, including but not limited to the Client's identity, personal data and trading activities, to the Exchange which may on-forward such information to SSE/SZSE or other regulators of Mainland China for such surveillance, investigation or enforcement purposes;

(n) If any Northbound Trading Regulations is breached, or the disclosure and other obligations referred to in the SSE/SZSE Listing Rules or SSE/SZSE Rules is breached, SSE/SZSE has the power to carry out investigation, and may, through the Exchange, require USL to provide relevant information and materials (in relation to, including but not limited to, the Client's identity, personal data and trading activity) and to assist in its investigation. The Client shall upon request by USL, SSE/SZSE or the Exchange provide such information and provide such assistance as requested. The Client hereby waives the benefit of any applicable secrecy laws and personal data protection laws;

(o) The Exchange may upon SSE's/SZSE's request, require USL to reject or cancel orders from the Client;

(p) The Client needs to understand and accept the risks concerned in Northbound trading, including but not limited to prohibition of trading securities listed in SSE/SZSE, being liable or responsible for breaching the SSE/SZSE Listing Rules, SSE/SZSE Rules and other applicable laws and regulations;

(q) SSE/SZSE may request the Exchange to require USL to issue warning statements (verbally or in writing) to the Client, and not to extend Northbound trading to the Client;

(r) USL shall have no obligation to collect or receive or take any other action in relation to any payment or distribution in respect of China Connect Securities for the Client's account, or to notify the Client about any notice, circular, announcement or similar corporate action in respect of China Connect Securities;

(s) The Client shall be solely responsible for all fees, charges, levies and taxes and all filing, tax returns, and other registration or reporting obligations as may be required by any relevant authority, relating to any of the Client's investment through Northbound trading and any incomes, dividends, profits and entitlements in respect of such investment; and

(t) USL, Hong Kong Exchanges and Clearing Limited, the Exchange, the Exchange's subsidiaries, SSE/SZSE and SSE's/SZSE's subsidiaries and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the Client or any third parties arising from or in connection with Northbound trading or the China Connect.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

21.2 The Client has read and acknowledged the following disclosure of specific risks relating to China Connect, and agrees that these disclosures do not cover all risks related to China Connect. The Client will obtain relevant professional advice as necessary:

(a) **Not protected by Investor Compensation Fund:** The Client should note that any Northbound or Southbound trading under China Connect will not be covered by Hong Kong's Investor Compensation Fund. As far as Hong Kong investors participating in Northbound trading are concerned, since they are carrying out Northbound trading through securities brokers in Hong Kong and these brokers are not Mainland China brokers, they are not protected by China Securities Investor Protection Fund on Mainland China.

(b) **Pre-Trade Checking:** SEHK is required to check that in respect of any Northbound sell orders given by an Exchange Participant, the relevant Exchange Participant holds sufficient and available China Connect Securities to be able to fill such Northbound sell orders. Pre-Trade Checking will be carried out prior to the start of each Trading Day. Accordingly, the Client may be unable to execute Northbound sell orders due to Pre-Trade Checking related requirements. Note in particular that the Client may be unable to execute a sell order of China Connect Securities if there has been a delay or failure for whatever reason in the transfer of the relevant China Connect Securities to any clearing account of USL or if for any other reason USL considers that there is or may be non-compliance with any Northbound Trading Regulations. Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre-trade checking and/or the relevant Northbound Trading Regulations shall be borne by the Client.

(c) **Quotas Restrictions:** Purchases of China Connect Securities through China Connect are subject to certain quota controls. As a result, there is no assurance that a buy order can be successfully placed through China Connect. There is a daily quota that limits the maximum value of all Northbound buy trades that can be executed by Exchange Participants on each Trading Day ("**Daily Quota**"). The Daily Quota may change from time to time without prior notice and investors are advised to refer to the HKEx website and other information published by the HKEx for up-to-date information. The SEHK and the SSE and/or SZSE (as the case may be) may also set pricing and other restrictions on buy orders in order to prevent the artificial use or filling of the Daily Quota. If there is a restriction, rejection or suspension of Northbound buying (which would include any order that has been accepted but not yet executed) as a result of a breach of the Daily Quota or the relevant pricing and other restrictions, USL will be unable to carry out any buy orders and any instruction to buy submitted but not yet executed will be restricted or rejected. Conversely, under the SEHK rules, investors may sell their China Connect Securities regardless of whether there is a breach of the Daily Quota.

(d) **Difference in trading day and trading hours:** The Client should note that, due to differences in public holiday between Hong Kong and Mainland China or other reasons such as bad weather conditions, there may be difference in trading days and trading hours in the two markets. China Connect will only operate on days when both markets are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the Mainland China market but Hong Kong investors cannot carry out any A-share trading. The Client should take note of the days and the hours which China Connect is open for business and decide according to their own risk tolerance capability whether or not to take on the risk of price fluctuations in A-shares during the time when China Connect is not trading.

(e) **The recalling of eligible stocks and trading restrictions:** A stock may be recalled from the scope of eligible stocks for trading via China Connect for various reasons, and in such event the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the Client. The Client should therefore pay close attention to the list of eligible stocks as provided and renewed from time to time by SSE, SZSE and SEHK. Under China Connect, the Client will only be allowed to sell A-share but restricted from further buying if: (i) the A-share subsequently ceases to be a constituent stock of the relevant indices; (ii) the A-share is subsequently under "risk alert"; and/or (iii) the corresponding H share of the A-share subsequently ceases to be traded on SEHK. The Client should also note that price fluctuation limit would be applicable to A-shares.

(f) **Trading costs:** In addition to paying trading costs and stamp duties in connection with A-share trading, the Client

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

carrying out Northbound trading via China Connect should also take note of any current and new tax in respect of income and capital gain arising from investment in securities which would be determined by the relevant authorities.

(g) **Local market rules, foreign shareholding restrictions and disclosure obligations:** Under China Connect, A-shares listed companies and trading of A-share are subject to market rules and disclosure requirements of the A-share market. Any changes in laws, regulations and policies of the A-share market or rules in relation to China Connect may affect share prices. The Client should also take note of the foreign shareholding restrictions and disclosure obligations applicable to A-shares. The Client will be subject to restrictions on trading (including restriction on retention of proceeds) in A-shares as a result of its interest in the A-shares. The Client is solely responsible for compliance with all notifications, reports and relevant requirements in connection with its interests in A-shares. Under the current Mainland China rules, once an investor holds or controls shares (on an aggregate basis, i.e., including both domestically and overseas issued shares of the same Mainland China Listco (as defined below), whether the relevant holdings are through Northbound trading, QFII/RQFII regime or other investment channels) in a Mainland China incorporated company which is listed on a Mainland China stock exchange (a "Mainland China Listco") above a certain threshold as may be specified from time to time by the relevant regulatory authorities, the investor is required to disclose his interest within the period specified by the relevant regulatory authorities and during which he cannot trade the shares of that company. The investor is also required to disclose any change in his shareholding and comply with related trading restrictions in accordance with the Mainland China rules and regulations. Where a Mainland China incorporated company has both H Shares listed on the SEHK and A-Shares listed on the SSE and/or SZSE (as the case may be), if an investor is interested in more than a certain threshold (as may be specified from time to time) of any class of voting shares (including A-Shares purchased through China Connect) in such Mainland China incorporated company, the investor is under a duty of disclosure pursuant to Part XV of the SFO. Part XV of the SFO does not apply where the Mainland China incorporated company has not listed any shares on the SEHK. It shall be the Client's responsibility to comply with any disclosure of interest rules from time to time imposed by the relevant regulatory authorities and arrange for any relevant filings. According to existing Mainland China practices, Hong Kong and overseas investors as beneficial owners of A-shares traded via China Connect cannot appoint proxies to attend shareholders' meetings on their behalf.

(h) **Currency risks:** Northbound investments in the China Connect securities will be traded and settled in Renminbi. If the Client holds a local currency other than Renminbi, the Client will be exposed to currency risk if the Client invests in a Renminbi product due to the need for the conversion of the local currency into Renminbi. During the conversion, the Client will also incur currency conversion costs. Even if the price of the Renminbi asset remains the same when the Client purchases it and when the Client redeems / sells it, the Client will still incur a loss when the Client converts the redemption / sale proceeds into local currency if Renminbi has depreciated.

(i) **Short Swing Profit Rule:** Under Mainland China laws, rules and regulations, the "short swing profit rule" requires the Client to give up/return any profits made from purchases and sales in respect of China Connect Securities of a particular Mainland China Listco if (a) the Client's shareholding in that Mainland China Listco exceeds the threshold prescribed by the relevant regulatory authorities from time to time and (b) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa. The Client must comply with the "short swing profit rule".

(j) **Company Announcements on Corporate Actions:** Any corporate action in respect of China Connect Securities will be announced by the relevant issuer through the SSE website and/or SZSE website (as the case may be) and certain appointed newspapers. HKSCC will also record all corporate actions relating to China Connect Securities in CCASS and inform its clearing participants of the details via the CCASS terminals as soon as practicable on the announcement date. Investors engaged in Northbound trading may refer to the SSE website and/or the SZSE website (as the case may be) and the newspapers and websites officially appointed from time to time or, alternatively, the HKEx website's China Stock Markets Web (or such other replacement or successor web page from time to time) for corporate actions in respect of China Connect Securities issued on the previous Trading Day. Investors should note that (i) issuers that are listed on the SSE/SZSE publish corporate documents in simplified Chinese only, and English translations will not be available and (ii) issuers listed on the ChiNext Board are required to publish certain corporate announcements on their corporate websites and the officially appointed websites only.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

(k) **ChiNext Shares:** ChiNext Shares involve a high investment risk. In particular, profitability and other financial requirements for listing on the ChiNext Board are less stringent than the Main Board and the SME Board of the SZSE. The Client should make the decision to invest only after due and careful consideration. Companies listed on the ChiNext Board may include enterprises in the innovation and technology sector as well as other start-up and/or growth enterprises with smaller operating scale and share capital. Stock prices may also be more susceptible to manipulation due to fewer circulating shares. Accordingly, the ChiNext Shares may be very volatile and illiquid. In addition, current information on such companies may be limited and may not be widely available. It may be more common and easier for companies listed on the ChiNext Board to be delisted. The ChiNext Shares may become very illiquid after delisting. The Client may suffer a total loss of its investment in the event of a delisting. The Client should seek independent professional advice if it is uncertain of or have not understood the nature and risks involved in trading of ChiNext Shares.

(l) **Margin Trading:** Subject to certain conditions prescribed by the regulatory authorities, Hong Kong and overseas investors may conduct margin trading in China Connect Securities determined by the relevant regulatory authorities to be eligible for margin trading ("**Eligible Margin Trading Securities**"). The HKEx will from time to time publish a list of Eligible Margin Trading Securities. A SSE/SZSE may suspend margin trading activities in any specific A Share if the volume of margin trading activities in such A Share exceeds a threshold determined by such SSE/SZSE and resume margin trading activities when the volume of margin trading drops below a prescribed threshold. Where the SEHK is notified by the relevant SSE/SZSE that a suspension or resumption involves a security on the list of Eligible Margin Trading Securities, the HKEx will disclose such information on its website. In such circumstances, any margin trading (except for margin trading in respect of China Connect Securities buy orders) in the relevant China Connect Security shall be suspended and/or resumed accordingly. USL shall not have any obligation to update the Client in respect of the list of Eligible Margin Trading Securities or any restrictions or suspensions in respect of margin trading from time to time.

22. AUTOMATIC CURRENCY CONVERSION & OFFSET

22.1 Subject to Clause 22.2 below, where there are Debit Balance (both settled and unsettled) in the Account arising from Transaction, withdrawals, fees or charges, an automatic currency conversion process shall be performed on the credit balances available in the Account to offset such Debit Balance and any accrued debit interest ("Offsetting Arrangements"). For the purposes of this clause, "credit balances" means such credit balances available in the Account based on the settled amount, excluding any amount which have been earmarked (e.g., IPO Shares subscription, pending buy trades).

22.2 The currency conversion shall be performed in accordance with the hierarchy of currencies as set up by USL. The minimum value of conversion under the Offsetting Arrangements shall be determined by USL in its sole and absolute discretion.

22.3 The currency conversion shall be performed based on the prevailing exchange rate (as determined by USL in its sole and absolute discretion) of the currency in deficit after the market closes for the said currency markets on a best effort basis. For example, where there is an USD deficit in the Debit Balance in the Account, the currency conversion shall be performed to offset the USD deficit after United States's market hours.

22.4 For the avoidance of doubt, the Offsetting Arrangements do not guarantee a zero Debit Balance in the Account because (i) the Transaction may be performed after the currency conversion but prior to the market close as set out above; or (ii) there may be insufficient credit balances available to offset the Debit Balance.

22.5 Notwithstanding the foregoing, USL may, at any time, convert any amounts in any currency standing to the credit of the Client in any Account for the purposes of carrying out the Client's Instructions or to offset the amount due in another currency. In so doing, the rate of exchange of any currency required to be converted shall be determined by USL in its sole and absolute discretion.

23. Severe Weather Arrangements in Hong Kong

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

23.1 If a Severe Weather condition is in effect on a Business Day, USL will use all reasonable endeavours to perform and maintain necessary operations in a fully digital and remote manner; and other special arrangements to the fullest extent possible as required and promulgated by the relevant authorities, including the SFC and the Hong Kong Exchanges and Clearing Limited ("HKEX"), except for exceptional circumstances beyond USL's reasonable control such as equipment malfunctioning, temporary power outages or the suspension of electronic money transfer channels.

23.2 The Client shall check with USL as to the services that USL provides on an SWT Day.

23.3 Under SWT, the Client shall use non-physical means and electronic channel to place trade orders and conduct money transfers on an SWT Day.

23.4 USL will use all reasonable endeavours to carry out Instructions concerning SWT given by the Client. All Instructions for effecting Transactions in respect of SWT shall be subject to such conditions as may be prescribed by applicable laws, and/or other arrangements as stipulated by USL in its sole discretion from time to time. USL shall have sole discretion on the acceptance of any Instructions, in whole or in part, on SWT Day. In particular, USL shall not be obliged to act on any Instructions and is authorised to reject or cancel any Instructions, in whole or in part, without prior notice to the Client where USL considers in its sole discretion trading on an SWT Day is suspended or not available due to reasons beyond the reasonable control of USL or will result in the non-compliance by the Client or USL or any of its Affiliates of any applicable law.

24. OTHERS

24.1 The Client's Declarations and Statements: The Client shall confirm that USL has explained the provisions of this Agreement to the Client and the Client has understood the Agreement completely without the need of further explanation. The Client shall confirm that USL has suggested the Client and the Client has the opportunity to request information from the independent legal or other professional consultants.

24.2 Immunity: Except otherwise stipulated in this Agreement, any party's failure or delay to exercise any rights, powers, or privileges in this Agreement shall not constitute the immunity of such rights, powers, or privileges; any exercise of any rights, powers, or privileges separately or partly shall not exclude the other or further exercise of such rights, powers, or privileges, and the exercise of other rights, powers, or privileges. USL's immunity from the rights shall not be valid and effective unless otherwise notified in written form. USL's rights and right of compensation are accumulated, including any rights or right of compensation entitled by laws.

24.3 Right to Loan Client Assets:

To the extent allowed by the relevant rules, USL is authorised by the Client to lend either to itself or to others as principal or agent any securities or other properties in the Client's Account. the Client acknowledges that for such loan of securities or other property: (i) USL may receive financial and other benefits to which the Client is not entitled; and (ii) loans of securities or other property generally will prevent the Client from exercising voting rights or receiving dividends, in whole or in part, with respect to the securities or other property lent. In any event, the Client agrees that no compensation or reimbursements will be due to the Client and USL is not required to compensate Client for any differential tax treatment (if applicable), and if the Client is allocated a substitute payment in lieu of interest, dividends, or other payments, the Client understands that such a payment may not be entitled to the same tax treatment. The Client further agrees that by accepting the terms and conditions of this Agreement, the Client is deemed to have (separately) agreed to and given his consent in writing or otherwise as regards any consent required by law or any regulatory authority.

24.4 Transfer:

(a) Without the written consent in advance by USL, the Client shall not transfer, entrust, subcontract, move, or dispose of in other ways any rights or liabilities under this Agreement to other persons. Under the prerequisite of compliance with

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

the laws, USL can transfer, entrust, subcontract, move or dispose of in other way any rights or liabilities in this Agreement under the conditions that USL deems to be appropriate.

(b) When USL intends to combine, merge, reorganize or transfer its business to another institution (including the institutions in the uSmart Group), USL can transfer any rights and obligations in this Agreement to the institution. However, USL should issue a notification to the Client where the effective date of transfer shall be set forth therein. The date should be at least ten (10) days subsequent to the issuance of the notification. The effectiveness of such transfer shall be equal to a novation agreement between the Client and the institution. Should such situation occur, the Client agrees that USL can conduct such transfer.

24.5 Force Majeure: In the event of wars, terrorist activities, revolutionary events, insurrections, controls of the rulers, military turmoils, riots, civil convulsions or other similar actions in relation to any countries, strikes, lockouts, rejection to work, labor control, distrain on or confiscation of properties or other governmental actions with similar influences, governmental controls of the exchange of currencies or capital flowing or transferring , any natural calamities, epidemic diseases, nationally epidemic diseases, acts of vandalism, disturbances to the business of any stock exchange or malfunctions of computer system and/or communication devices in any stock exchange or any other similar events, out of the control of USL, leading to USL's being checked or obstructed in the performance of its obligations under this Agreement (collectively, "**Force Majeure Events**"), USL then, as other choices in performance of obligations hereof, shall decide with absolute discretion that: (a) delay the performance of obligations until the force majeure events no longer exert the influences; or (b) if any delivery or payment is needed, offer or require payment in cash and such payment is based on the current market prices of the securities or financial tools of related payments on the second Business Day or relevant trading day prior to the occurrence of the force majeure events (the current market prices shall be decided by USL at last). USL shall not bear any risks incurred by or in relation to the force majeure events. The client shall agree to bear the risks of force majeure events independently.

24.6 Excluding Third Party Rights: Except as expressly provided for in this Agreement, any person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this agreement. Notwithstanding any provision of this agreement, the rights of the parties to terminate, rescind, or agree on any variation, waiver, or settlement under this agreement are not subject to the consent of any third party at any time.

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

香港證監會中央編號 SFC CE No. BJA907
地址 Address:香港上環德輔道中308號24樓2405-06室
Unit 2405-06, 24/F, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
電話 Telephone:+852 3018 4526
網址 Website: https://hk.usmartglobal.com/
傳真 Fax: +852 2501 0355
郵箱 Email: cs@usmart.hk

Schedule 1 – FI Specific Provisions

1. Application

This Schedule applies only where the Client is classified as a Professional Investor or Institutional Professional Investor under the Securities and Futures Ordinance (Cap. 571) and the Securities and Futures (Professional Investor) Rules (Cap. 571D). These provisions are in addition to the general terms of this Agreement.

For the avoidance of doubt, the provisions of Clause 5.14 (FI-Specific Protections) and Clause 5.15 (Options Trading) shall apply concurrently with this Schedule, and shall be read together with the terms herein.

2. Representations and Undertakings

The Client represents and warrants that it qualifies as a Professional Investor or Institutional Professional Investor (as applicable) and undertakes to notify USL immediately if its status as a Professional Investor or Institutional Professional Investor (as applicable) changes. The Client shall promptly provide documentary proof of such status upon request of USL.

3. Collateral and Netting

Collateral and netting rights shall be valid and enforceable upon insolvency of the Client to the fullest extent permitted by law, and margin and collateral arrangements may be enforced without prior notice.

4. Clearing and Settlement

Transactions for Professional Investor clients shall be subject to the rules of clearing houses, custodians, or prime brokers designated by the Client, and settlement obligations shall be subject to the rules of the relevant clearing house or custodian. USL shall not be liable for system failures or operational risks of such third parties.

5. Options Trading Obligations

All Options Contracts shall be created, exercised, settled and discharged in accordance with the Rules of SEHK and SEOCH. USL may impose position limits and require the Client to reduce open positions, and may liquidate or lapse Options where insufficient equity exists. The Client acknowledges responsibility for exercising or not exercising Options before expiration.

6. Regulatory Cooperation

The Client shall provide evidence of adequate internal controls against insider dealing, market manipulation, and abusive practices upon request, and consents to disclosure of beneficial ownership and anti-money laundering or counter-terrorist financing information to regulators including the SFC, SEHK, and Independent Commission Against Corruption (ICAC). The Client shall cooperate fully with USL in providing information required by regulators.

7. Termination Rights

Without prejudice to clauses 16.10 and 16.12 of this Agreement, USL may terminate this Agreement immediately upon insolvency, suspension, or breach by the Client, or where the Client fails to comply with the obligations under this Schedule.