

# CLIENT AGREEMENT AND SCHEDULES

January 2025 Edition

## **EVER-LONG SECURITIES COMPANY LIMITED**

a company incorporated in Hong Kong and is licensed under the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) with CE number: ACM423, to engage in type 1 (dealing in securities), type 2 (dealing in futures contracts) type 4 (advising on securities) and type 6 (advising on corporate finance) regulated activities and is an Exchange Participant of The Stock Exchange of Hong Kong Limited.

## **EVER-LONG CAPITAL MANAGEMENT LIMITED**

a company incorporated in Hong Kong and is licensed under the Securities and Futures Ordinance (Cap 571, Laws of Hong Kong) with CE Number: BEC578, to engage in type 9 (asset management) regulated activity.

Address : Suites 301-303, 3/F, 12 Taikoo Wan Road, Taikoo Shing, Quarry Bay, Hong Kong

Website : <http://www.everlong.com>

**THIS IS AN IMPORTANT DOCUMENT,**  
**PLEASE READ IT CAREFULLY AND RETAIN IT FOR FUTURE REFERENCE.**

*(In case of any discrepancy between the English and Chinese versions, the English version shall prevail.)*

# CLIENT AGREEMENT

## General Terms and Conditions

**THIS CLIENT AGREEMENT** (the “**Agreement**”) contains the terms and conditions applicable to Services (as defined below) provided by Ever-Long (as defined below) and it is intended to create legal relations between you (hereinafter called the “**Client**”), whose details are set out in Client Information Form (defined hereinafter) and Ever-Long Securities Company Limited (“**Ever-Long Securities**”) and/or Ever-Long Capital Management Limited (“**Ever-Long Capital Management**”) (Ever-Long Securities and Ever-Long Capital Management are collectively referred as “**Ever-Long**”), in which the registered office are all situated at Suites 301-303, 3/F, 12 Taikoo Wan Road, Taikoo Shing, Quarry Bay, Hong Kong. The Client should therefore consult his own legal, tax and financial or other professional advisers before entering into this Agreement if he is in any doubt or have any questions about how to complete any part of this Agreement. The Client is fully aware that this Agreement constitutes a legally binding agreement. The Client must sign and complete the Client Information Form and submit the relevant supporting documents as required by Ever-Long before the Client is permitted to trade with Ever-Long.

Ever-Long Securities is duly licensed by the SFC (as defined below) for dealing in securities, advising on securities and advising on corporate finance (CE Number ACM423) and is an Exchange Participant of SEHK (as defined below).

Ever-Long Capital Management is duly licensed by the SFC (as defined below) for asset management (CE Number BEC578).

The Client is desirous of opening one or more accounts with Ever-Long as the Client may decide from time to time for the purchase or sale of securities and/or stock options and/or investment products.

**NOW IT IS HEREBY AGREED** as follows: -

### 1. INTERPRETATION

1.1 Definitions: -

“**Account**” means the securities account of the Client maintained with Ever-Long through which such Client effects the Transactions pursuant to this Agreement or where applicable, the Wealth Management Account as defined below;

“**AML/CTF**” means anti-money laundering, counter-terrorist financing, sanctions and non-proliferation of weapons of mass destruction;

“**Agreement**” means this agreement, including its Schedules or Annexes (where applicable) hereof the Client irrevocably agrees may be replaced, amended, varied or supplemental by Ever-Long incidentally at its absolute discretion from time to time and the Client Information Form and any authority given by the Client to Ever-Long in respect of the Account;

“**Authorised Person(s)**” means the person(s) authorized by the Client to give Instructions to Ever-Long as notified to Ever-Long from time to time in such manner as Ever-Long in its absolute discretion requires;

“**Business Day**” means any day (other than a Saturday or Sunday) on which the commercial banks in Hong Kong and the relevant Exchange or market are open for general business. For the avoidance of doubt, Business Day shall exclude an SWT Day;

“**Cash Account**” means an account opened by a Client with Ever-Long for the purpose of carrying out purchase and/or sale of Securities with outstanding funds or credit in the relevant account;

“**Cash Client**” has the meaning of “rolling balance cash client” under the FRR, which means a client who has authorised Ever-Long in writing the disposal of his/her securities for settlement of outstanding debts and to set-off trade receivables and trade payables;

“**CIS**” means a SFC-licensed representative appointed by Ever-Long to provide the investment advisory services in Clause 25;

“**Clearing House**” means Hong Kong Securities Clearing Company Limited (“**HKSCC**”) in relation to HKEx and, Clearing Corporation Limited (“**HKCC**”) in relation to HKFE, in relation to any other Exchange, the clearing house providing services similar to those of HKSCC and HKCC to such Exchange;

“**Client(s)**” means the person in whose name set out in Client Information Form and maintain the Account in accordance with the terms of this Agreement and shall in the case where Client: (i) is/are individual(s) include Client and Client’s respective executors and administrators; (ii) is a sole proprietorship firm include the sole proprietor and Client’s executors, administrators and successors in the business; (iii) is a partnership firm include the partners who are the partners of the firm at the time when the Account being maintained and any other person or persons who shall at any time hereafter be or have been a partner or partners of and in the firm and all the aforesaid partners’ respective executors, administrators and the successors to such partnership business; and (iv) is a company includes such company and its successors. ;

“**Client Information Form**” means the client information form (notwithstanding the description of the document) submitted by Client to Ever-Long, on which Client’s information is provided to Ever-Long as required by the provisions of SFO and/or Rules of HKEx, for the opening and maintaining of a securities trading account under the terms of this Agreement, and “**Client Information Statement**” shall mean the information and statements stipulated in the Client Information Form;

“**Commodity**” or “**Commodities**” means any currencies, securities, indices (including stock indices), interest rates, exchange rates, physical assets (including precious metals, agricultural products, oil and land) and other investments traded, or rights in

relation to which are traded, on any exchange;

**“Common Reporting Standard”/“CRS”** means the Standard for Automatic Exchange of Financial Account Information as developed by the Organisation for Economic Co-operation and Development and adopted by Hong Kong. It includes any legislation or regulatory guidance or rules applying to Ever-Long;

**“Contract Notes Rules”** means Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules;

**“Courts”** means the Courts of Hong Kong;

**“Dormant”** means, in respect of any Account, the state of any Account that has recorded no trading activity initiated by the Client for a continuous period of twenty-four (24) months;

**“Ever-Long”** means Ever-Long Securities Company Limited and/or Ever-Long Capital Management Limited;

**“Ever-Long’s Group Company(ies)”** means Ever-Long’s subsidiary(ies) or its holding company(ies) or a subsidiary(ies) of Ever-Long’s holding companies, and **“Ever-Long’s Group”** means the Ever-Long’s Group Companies collectively;

**“Exchange”** means any Securities association, market or exchange through which Client instructs Ever-Long to transact Securities / commodities / futures contracts and/or option contracts on the Client’s behalf and includes HKEx and HKFE;

**“FATCA”** means Foreign Account Tax Compliance Act which was enacted by the U.S. or amended version thereof, and any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with FATCA including as entered into by the government of Hong Kong;

**“FRR”** means the Securities and Futures (Financial Resources) Rules (Chapter 571N of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“GEM”** means GEM of the SEHK;

**“HKEx”** means the Hong Kong Exchange and Clearing Limited (including the SEHK for the purpose of this Agreement);

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

**“Instructions”** means any instruction given by the Client for buying, selling, or other disposition or dealing of any Securities/ commodities and/or stock options contracts, deposit or withdrawal of Securities/investment products and funds/ any properties in the Account or the utilization of the Services provided by Ever-Long;

**“Margin Account”** means margin securities trading account maintained by the Client with Ever-Long from time to time for the purchase and/or sale of Securities effected by Ever-Long as agent of the Client with Margin Facilities;

**“Margin Facilities”** means the credit facilities provided by Ever-Long in facilitating the Client’s trading in Securities for settlement of all payments due (including but not limited to the purchase price, government stamp duty, transaction levy and Ever-Long’s charges and interests, etc.);

**“Northbound Trading”** means the trading of SSE/ SZSE Securities by Hong Kong and overseas investors through Shanghai-Hong Kong Stock Connect or Shenzhen-Hong Kong Stock Connect;

**“PRC” or “Mainland China”** means the People’s Republic of China which, for the purpose of this Agreement excludes Hong Kong, Macau Special Administrative Region and Taiwan;

**“Renminbi” or “RMB”** means Renminbi the lawful currency of the PRC;

**“Rules”** means all the laws, regulations, constitution, by-laws, rules, customs, usage, rulings and interpretations and transaction practices of the relevant market, exchange, clearing house, market regulators or jurisdiction as amended from time to time;

**“Sanctions”** means any economic sanctions laws, regulations, embargoes or restrictive measures imposed by the United Nations Security Council, Hong Kong, the United States, the European Union or its member state;

**“Securities”** means

- (i) shares, stocks, debentures, loan stocks, funds, bonds or notes of, or issued by, a body, whether incorporated or unincorporated, or a government or municipal government authority;
- (ii) rights, options or interests in those items mentioned (i) above (whether described as units or otherwise) in, or in respect of, such shares, stocks, debentures, loan stocks, funds, bonds or notes;
- (iii) certificates of interest or participation in, temporary or interim certificates for, receipts for, or warrants to subscribe for or purchase, such shares, stocks, debentures, loan stocks, funds, bonds or notes;
- (iv) interests in any collective investment scheme;
- (v) interests, rights, property, whether in form of an instrument or otherwise, commonly known as securities;
- (vi) interests, rights or property which interests, rights or property, or is of a class or description of interests, rights or property,

prescribed by notice under Section 392 of the Securities and Futures Ordinance as being regarded as securities in accordance with the terms of the notice; and

(vii) such other instruments, assets or property as Ever-Long may determine from time to time;

**“Securities Collateral”** means Securities of the Client in a Margin Account which are subject to a charge in favour of Ever-Long;

**“SEHK”** means The Stock Exchange of Hong Kong Limited;

**“Services”** means the facilities provided to the Client by Ever-Long which enable the Client to give Instructions to purchase, sell, custodize and otherwise deal with Securities of all kinds and any balance in the Account and utilize the margin facility and Credit Limit available or borrow from Ever-Long in accordance with the provisions of this Agreement, and information services in relating to trading of Securities;

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

**“SFO”** means the Securities and Futures Ordinance (Chapter.571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“Shanghai-Hong Kong Stock Connect”** means a securities trading and clearing links programme for establishing mutual stock market access between Hong Kong and Shanghai;

**“Shenzhen-Hong Kong Stock Connect”** means a securities trading and clearing links programme for establishing mutual stock market access between Hong Kong and Shenzhen;

**“SSE”** means the Shanghai Stock Exchange;

**“SSE Listing Rules”** means the rules governing the listing of stocks on SSE as amended, supplemented, modified and/or varied from time to time;

**“SSE Rules”** means the regulations on the Shanghai-Hong Kong Stock Connect and the business and trading rules of SSE as amended , supplemented, modified and/or varied from time to time;

**“SWT Day”** means any day from Monday to Friday (except a Hong Kong public holiday) on which the normal operations of the Hong Kong securities and derivatives markets are maintained during severe weather conditions, and severe weather refers to the scenario where a typhoon no. 8 or above or a black rainstorm warning is issued by the Hong Kong Observatory, or an “extreme conditions” announcement is made by the Hong Kong Government. In addition, it would also 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;

**“SZSE”** means the Shenzhen Stock Exchange;

**“SZSE Listing Rules”** means the rules governing the listing of stocks on SZSE as amended, supplemented, modified and/or varied from time to time;

**“SZSE Rules”** means the regulations on the Shenzhen-Hong Kong Stock Connect and the business and trading rules of SZSE as amended , supplemented, modified and/or varied from time to time;

**“Transaction”** means an executed Instruction;

**“U.S.”** means the United States of America; and

**“Wealth Management Account”** means an account opened by a Client with Ever-Long Capital Management for the purpose of obtaining personalised investment advisory services with outstanding funds or credit in the relevant account.

1.2 In this Agreement: -

1.2.1 a statutory provision includes a reference to:

- (a) any statutes, ordinances, rules or regulations shall include such statutes, ordinances, rules and regulations as modified, consolidated, substituted or re-enacted or both from time to time (whether before or after the date of this Agreement); and
- (b) any subordinate legislation made under the statutory provision include such subordinate legislation as modified or re-enacted or both from time to time (whether before or after the date of this Agreement);

1.2.2 singular includes the plural and vice versa and reference to any one gender includes every other gender(s);

1.2.3 a Clause, Schedule or Annex (where applicable), unless the context otherwise requires, is a reference to a clause of, a schedule or annex (where applicable) to this Agreement;

1.2.4 the Schedules and Annexes (where applicable) form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the Schedules;

- 1.2.5 terms and expressions not defined in this Agreement shall bear the meaning ascribed to them in the SFO and Rules of the HKEx unless otherwise defined in this Agreement; and
- 1.2.6 Unless otherwise stipulated, all Schedules in this Agreement shall apply and form an integral part of this Agreement. References to Ever-Long shall be construed as references to Ever-Long Securities as the context may refer.
- 1.2.7 The headings in this Agreement shall not affect the interpretation of this Agreement.

## **2. SCOPE AND APPLICATION**

- 2.1 The terms and conditions herein shall apply to the provision by Ever-Long to the Client of all trading facilities and Services in respect of all Securities under the Account and/or the Wealth Management Account.
- 2.2 Subject to the terms and conditions as set out in Schedule I, Ever-Long may grant Margin Facilities (as defined under Schedule I) to the Client of a Margin Account to facilitate the Client's trading in Securities and settlement of all payment due on the Margin Account(s).
- 2.3 Subject to the terms and conditions as set out in Schedule V, Ever-Long may provide Services of Securities dealing in Taiwan Securities Market to the Client in respect of the Account.
- 2.4 Subject to the terms and conditions as set out in Schedule VI, Ever-Long may offer Monthly Stocks Plan to the Client in respect of the Account.
- 2.5 Subject to the terms and conditions as set out in Schedule VII, Ever-Long may offer U.S. Stocks Services to the Client in respect of the Account.
- 2.6 Subject to the terms and conditions as set out in Schedule X, Ever-Long may provide Services of Securities dealing in Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect Market to the Client in respect of the Account.
- 2.7 Subject to the terms and conditions as set out in Schedule XI, Ever-Long may provide Services of Wealth Management (as defined under Clause 1 of Schedule XI) to the Client in respect of the Wealth Management Account.
- 2.8 Ever-Long reserves the right to add to, amend or vary any the terms and conditions under this Agreement at any time in its sole and absolute discretion and any additions, amendments or variations (the "Amendments") shall take effect and bind each Client from such date as Ever-Long may prescribe provided that Ever-Long gives prior written notice to the Client by sending the Amendments to the Client by post, fax, electronic mail or other means as may be agreed by the Client.
- 2.9 The Client acknowledges that Transactions effected by Ever-Long on the Client's behalf are subject to the laws, regulations, by-laws, rules, customs, usage, rulings and interpretations and transaction levies of the relevant market, exchange, clearing house or jurisdiction as amended from time to time.
- 2.10 The Client hereby gives Ever-Long absolute discretion to effect Transactions. Ever-Long may act on instructions given electronically which Ever-Long reasonably believes to have come from the Client or to have been given on the Client's behalf. Ever-Long will not be under any duty to verify the authority of the person(s) giving those instructions. Ever-Long will act as the execution agent and Ever-Long does not warrant to the Client the value, merit or suitability of the Transactions.

## **3. LAWS AND RULES**

- 3.1 All Transactions in Securities made for or on behalf of the Client shall be subject to relevant provisions of the Rules of the relevant Exchange and Clearing House and laws of Hong Kong and all other laws applicable in the jurisdiction of the relevant Exchange as amended from time to time.
- 3.2 The Rules of the relevant Exchange and Clearing House, in particular those Rules which relate to trading and settlement, shall be binding on both Ever-Long and the Client in respect of Transactions concluded on the Instructions of the Client.
- 3.3 This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of the Hong Kong and is subject to the non-exclusive jurisdiction of the Courts of the Hong Kong.
- 3.4 This Agreement shall not operate insofar as it removes, excludes or restricts any rights of the Client or obligations of Ever-Long under the laws of Hong Kong or any other relevant law. If any provisions hereof are or should become inconsistent with any present or future law, Rules, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects this Agreement shall continue and remain in full force and effect.

## **4. ACCOUNT OPENING**

Services that the Client requests will be made available to the Client after completion of the account opening procedures required by Ever-Long in particular submission of the Client Information Form and other documentation required by Ever-Long. All requests for any Services provided to the Client under this Agreement will be subject to Ever-Long's acceptance which will be deemed to occur upon the opening of the relevant Account(s) for the requested Services provided by Ever-Long to the Client.

- 4.1 The continued availability of any Services provided by Ever-Long to the Client shall be subject to Ever-Long's consent, in its sole discretion and to the fulfillment by the Client's obligations as Ever-Long may require from time to time.
- 4.2 On each occasion the Client requests or utilizes any Services provided by Ever-Long, the Client represents that the Client is the legal and beneficial owner of or otherwise authorized to deal with the funds and assets in the Client's account(s).

## 5. GENERAL

- 5.1 Time shall be of the essence in relation to all matters arising under this Agreement.
- 5.2 Non-exclusive and Cumulative Rights: The rights, powers, remedies and privileges in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by laws. No time, indulgence or forbearance granted by Ever-Long hereunder shall operate to waive any of its rights under this Agreement nor shall any single or partial exercise thereof preclude any other or further exercise thereof.
- 5.3 Severability: Each of the provisions in this Agreement is several and distinct from the others and if any one or more of such provisions is or becomes invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 5.4 Transfer of Rights: Ever-Long shall have the right to assign, transfer or otherwise dispose of all or any of its rights, interests or obligations in or under this Agreement to any third party as it thinks fit and without having to notify the Client or obtain the Client's consent. The Client shall not assign, transfer or dispose of the Client's rights, interests or obligations in or under this Agreement to any third party without prior written consent of Ever-Long.
  - 5.4.1 Rights of Third Parties: Subject to Clause 5.4, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any provision of this Agreement.
  - 5.4.2 This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except: -
    - (a) any Ever-Long Group Companies may enforce any rights or benefits in this Agreement;
    - (b) any Ever-Long's Group Companies may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in this Agreement; and
    - (c) a person who is a permitted successor or assignee of the rights or benefits of this Agreement may enforce those rights or benefits.
  - 5.4.3 No consent from the persons referred to in this Clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).
- 5.5 Revision of the Agreement: To the extent permitted by the law, Ever-Long may from time to time in its absolute discretion, add, amend, delete or substitute any of the terms and conditions of this Agreement by giving the Client prior notice of such changes, which will become effective from the date specified in such notice. The Client's conduct of using the Account is deemed to be an acceptance of such changes.
- 5.6 The Client cannot waive, alter, modify or amend any provision of this Agreement in any respect unless such waiver, alteration, modification or amendment be committed in writing and signed by an authorized officer of Ever-Long.
- 5.7 The Client confirms that the Client has read the English/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. In the event that the Client is in any doubt in relation to the contents of this document, the Client is reminded that he is entitled to consult his solicitors or other professional advisers. When there is any inconsistencies with the Chinese and English versions or should any conflict arises between the two versions, the English version shall prevail. The Client hereby agrees and consents to the terms and conditions herein contained and acknowledges receipt of a copy of this Agreement.

## 6. INSTRUCTIONS, TRANSACTIONS AND INITIAL PUBLIC OFFERING APPLICATION

- 6.1 Instructions given by Client shall be irrevocable and may be given in writing, verbally, by facsimile or other electronic means (including through the Online Trading Services, as defined in Schedule II), but in any case at Client's own risk. Ever-Long shall act on Client's Instructions as soon as possible but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Client (including without limitation any loss, damage or expense suffered or incurred as a result of any change in the price of any Securities or assets between the time of giving or receipt of any Instruction to or by Ever-Long and the time at which such any Instruction is acted on) by virtue of any delay in acting or receipt of any Instruction or any partial completion of or failure or inability to act on any Instruction for whatsoever reason (including without limitation any failure or error of any computer or electronic system or equipment), no matter whether any prior notice is given to the Client.
- 6.2 By reasons of physical restraints and rapid changes in the prices of Securities and/or assets, Ever-Long may not always be able to execute Client's Instructions in full or at the prices quoted at any specific time or "at best" or "at market" and the Client agrees in any event to be bound by Transactions executed by Ever-Long of the Instructions given by the Client.

- 6.3 All Transactions which Ever-Long effects on the Client's Instructions shall be effected in accordance with the Rules.
- 6.4 Ever-Long may, without prior reference to the Client, combine for executing Client's Instructions with the Instructions of other clients. This may result in a more favourable or less favourable price being obtained for the Client than executing the Client's instructions separately. Where there are insufficient Securities or assets to satisfy orders so combined, the Transactions will be allocated between clients with due regard to market practice and fairness to clients.
- 6.5 Unless otherwise specifically agreed between Ever-Long and the Client, all Instructions given by the Client for sale or purchase of Securities or assets shall only be valid for the day for which such Instructions are given and any Instruction which remains unexecuted at the date for which such Instructions are given should be deemed to have been cancelled automatically. Where Securities or assets are dealt with on more than one Exchange or in the over-the-counter market, Ever-Long is entitled, unless you have instructed us otherwise, select the place of execution.
- 6.6 The Client may request to cancel or amend the Client's Instructions but Ever-Long may at its discretion (such discretion not to be exercised in an unreasonable manner) refuse to accept any such request. Instructions may be cancelled or amended only before execution. Cancellation of market Instructions are rarely possible as they are subject to immediate execution. In the case of full or partial execution of the Client's Instructions before cancellation, the Client accepts full responsibility for the executed Transactions and Ever-Long shall incur no liability in connection therewith.
- 6.7 Ever-Long may take the opposite position to the Client's Instructions whether it is on the Ever-Long's own account, Ever-Long's Group Companies' account or on behalf of Ever-Long's other clients. Ever-Long or Ever-Long's Group Companies may effect Transactions in Securities where they have a position in the relevant Securities as underwriter, sponsor or otherwise.
- 6.8 Ever-Long will usually act as the Client's execution agent in relation to Client's Instruction. However, if Ever-Long acts as principal to any Transaction, this will be disclosed to Client in the relevant daily statement or trade confirmation.
- 6.9 The Client or the Client's Authorised Person(s) may give Instructions to Ever-Long (which Ever-Long may at its absolute discretion to reject the same) to effect the Transactions for the Client. Ever-Long may act upon Instructions given orally, in writing or electronically, which purport, and which Ever-Long reasonably believes to come from the Client or the Client's Authorized Person(s) or to have been given on the Client's behalf. Ever-Long may, but not obliged to, verify the capacity of the person(s) giving those instructions. Any Instruction given by Client's Authorised Person(s) shall be deemed to be given by the Client. Client hereby agrees to accept full responsibility and shall not later challenge the Instructions given by the Authorized Person(s).
- 6.10 Ever-Long hereby reserves its right to refuse to execute the Instructions for and on behalf of the Client as and when it shall deem fit. Ever-Long shall not be obliged to give reason for such a refusal and the Client shall have no remedy against Ever-Long for the same.
- 6.11 Ever-Long may, in carrying out Client's Instructions, contract or otherwise dealt with or through other broker for the purchase or sale of Securities and asset on any Exchange, or any person associated with Ever-Long in any manner, on such terms as Ever-Long may in its discretion determine. Ever-Long is hereby authorized to disclose such information of the Client to such third parties as Ever-Long thinks fit for the purpose of such delegation.
- 6.12 Except for any security interest of Ever-Long or Ever-Long's Group Companies, Securities provided by the Client for selling or crediting into the Client's Account(s) are fully paid with valid and good title and whose legal and beneficial titles are owned by the Client. Client confirms and undertakes that it will give Ever-Long information and/or assurances in relation to ownership of the Securities as Ever-Long may require before the selling order is placing (but Ever-Long shall not be obliged to require the Client to provide such information). Client must notify Ever-Long when a sale order relates to Securities which the Client does not own i.e. where it involves short selling (including where the Client has borrowed stock for the purposes of the sale). Client acknowledges and agrees that no short selling will be accepted by Ever-Long unless Client provides Ever-Long with such confirmation, documentary evidence and assurance as Ever-Long in its opinion considers necessary to show that Client has a presently exercisable and unconditional right to vest such Securities in the purchasers before placing any short selling order.
- 6.13 In case of the sale of any Securities, by Ever-Long at the direction of the Client and the inability of Ever-Long to deliver the same to the purchaser by reason of the Client's failure to supply Ever-Long therewith; then, and in such event, the Client authorizes Ever-Long to borrow any securities, or other property necessary to make delivery thereof, and the Client hereby agrees to fully indemnify and hold harmless against any loss which Ever-Long may sustain thereby, any premiums which Ever-Long may be required to pay, or for any loss which Ever-Long may sustain by reason of the inability of Ever-Long to borrow the securities, or other property sold.
- 6.14 Ever-Long may electronically monitor or record all telephone conversations and other kinds of communication with the Client or any other person giving Instructions in order to verify the Instructions. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Client in case of dispute.
- 6.15 Initial Public Offering ("IPO") application

The Client may request Ever-Long Securities to subscribe for new issue of Securities on the Client's behalf. The Client may be required to provide warranty or make representation in respect of such application, including but not limited to the following: -

- (a) that Ever-Long Securities has due authority to make such application on the Client's behalf;
- (b) that no other application is being made for the Client's benefit whether by the Client or by any other person other

than the application submitted on the Client's behalf; and

- (c) that Ever-Long Securities has no responsibility to send Client the listing document which sets out the terms and conditions of the new issue of Securities ("Prospectus"). By Client's application for subscription, Client confirms that Client has obtained such Prospectus from elsewhere, has read and understood the terms and conditions, and Client's application is not in breach of such terms and conditions. Client confirms that Client shall not request subscriptions for new issues of Securities unless it is eligible to do so under the applicable Rules and legislation.

The Client hereby expressly authorizes Ever-Long Securities to provide such warranty and representation to the relevant Exchange or issuer of the relevant Securities. The Client acknowledges that the aforesaid declaration will be relied upon by the issuer of the relevant Securities in deciding whether or not to make any allotment of Securities in response to the application made by Ever-Long Securities as the Client's agent.

#### 6.16 Financial accommodation for subscription of IPO

At the Client request, Ever-Long Securities will provide financial accommodation ("IPO Facility") to facilitate the subscription of new issue of Securities, and, where applicable, for the continued holding of those Securities. The IPO Facility shall be subject to Ever-Long Securities overriding right of demand for repayment at any time. The IPO Facility may also be terminated by Ever-Long Securities at any time without prior notice to the Client. Interest (and default interest) shall be payable on any amount outstanding under the IPO Facility at such rate and in such manner as Ever-Long Securities may from time to time determine and notify the Client and shall accrue from day to day on the daily amounts outstanding. The Client shall, upon Ever-Long Securities demand at any time, repay to Ever-Long Securities all principal and interest accrued thereon outstanding under the IPO Facility, but nothing in this Clause shall prejudice Ever-Long Securities rights, powers and remedies under any security document executed in Ever-Long Securities' favor in respect of the IPO Facility. The use of the IPO Facility will constitute acknowledgment and acceptance of the terms and conditions by Ever-Long Securities for the IPO Facility.

- 6.17 On an SWT Day, Instructions shall only be given by electronic channels (other than by phone which service may be interrupted), unless otherwise agreed by Ever-Long. If the Client has given the same Instructions through more than one channel, Ever-Long will treat the duplicate Instructions as a separate Instructions unless Ever-Long is informed by the Client that the Instructions was a duplicate before the Instructions is executed. All Instructions shall be transmitted at the sole risk of the Client.

## 7. TRADING RECOMMENDATIONS

- 7.1 The Client acknowledges and agrees that the Client retains full responsibility for all trading decisions in the Account and Ever-Long (including its directors, officers, employees and agents) is responsible only for the execution, clearing and carrying of Transactions in the Account.
- 7.2 If Ever-Long solicits the sale of or recommends 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 provision of this Agreement or any other document Ever-Long may ask the Client to sign and no statement Ever-Long may ask the Client to make derogates from this clause.

Note: "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO.

This Clause 7.2 does not apply in respect of Clients that are Institutional Professional Investors or Exempt Corporate Professional Investors.

- 7.3 For the purposes of Clause 7.2, the Client understands that: -

- (a) Ever-Long will only take into account circumstances relating to the Client which the Client has disclosed to Ever-Long or that Ever-Long should reasonably be aware of;
- (b) Ever-Long will not take into account the Client's investments which are held by the Client outside Ever-Long (unless the Client has specifically disclosed such investments to Ever-Long);
- (c) Ever-Long makes no representation and does not guarantee the outcome or performance of any investment made by the Client;
- (d) if Ever-Long is not provided with the Client's up-to-date financial situation, investment experience and investment objectives or if Ever-Long is provided with incorrect information on the Client's financial situation, investment experience and investment objectives, Ever-Long's ability to assess the suitability of any solicitation or recommendation may be affected;
- (e) Ever-Long may make available to the Client general information or general explanations about investments and investment strategies (including market views, research and/or investment ideas) whether prepared by Ever-Long or others. Unless expressly acknowledged by Ever-Long in writing, none of this information is personalized or in any way tailored to reflect the Client's particular financial situation, investment experience or investment objectives;
- (f) where the Client instructs Ever-Long to enter into a Transaction, the Client does so on the basis that: (i) the Client has carefully considered any information provided by Ever-Long (whether tailor made or not) in connection with any Transaction (including explanations of the risks and features of Transactions); (ii) the Client is satisfied with the information provided by Ever-Long (if any) in connection with the Transaction (including explanations of its

risks and features); and (iii) the Client had the opportunity to ask questions and seek independent advice;

- (g) the Client must promptly notify Ever-Long if the Client does not understand any information provided by Ever-Long (whether tailor made or not);
- (h) subject to applicable Rules, Ever-Long does not accept any responsibility for the performance or monitoring of or dealing with the Client's investments;
- (i) Ever-Long will not advise the Client on an ongoing basis on the making and/or disposal of investments in the Client's accounts unless agreed with Ever-Long in writing; and
- (j) the Client is responsible for being fully appraised of market prices and conditions and the effect of the same on any investments held by the Client.

7.4 Where Ever-Long does not make a solicitation or a recommendation to the Client or advise the Client in respect of any investment product, the following clauses shall apply, unless otherwise agreed with Ever-Long or to the extent permitted under applicable Rules: -

- (a) the Client acknowledges that Ever-Long does not, and its employees, agents or correspondents do not on its behalf, advise the Client on such product; and
- (b) in respect of any Transaction, the Client confirms that the Client has not relied and will not at any time rely on Ever-Long to provide the Client with any advice.

7.5 The Client may access any investment research reports or other data through Ever-Long, Ever-Long's Group Companies or any other services providers who facilitate the provision of Services to Client by Ever-Long via the internet or other medium, including computerized online data, the availability of such information does not constitute any advice, opinion or recommendation to buy or sell all or any of the Securities. Any investment decisions the Client makes will be based solely on the Client's own evaluation of the Client's financial circumstances and investment objectives.

7.6 The Client agrees that Ever-Long (including its directors, officers, employees and agents) shall not be liable in respect of any information rendered, whether such information was given at the Client request.

## **8. SECURITIES TRADING SETTLEMENT**

8.1 Unless otherwise agreed, when Ever-Long Securities has executed a purchase or sale order on the Client's behalf, the Client irrevocably undertakes that, the Client will on demand or by the due settlement date ("Due Date") as required by Ever-Long Securities or the relevant Exchange or Clearing House to: -

- (a) make payment in cleared funds to Ever-Long Securities, including without limitation the price, brokerage, commission, handling charge, levies and other expenses relative to the relevant Transaction to enable Ever-Long Securities to complete the Transaction on or before the due settlement date, notwithstanding the purchased Securities have not been delivered or credited to the Client or his account (as the case may be); or
- (b) make delivery Securities in deliverable form to Ever-Long Securities of all sold Securities to enable Ever-Long Securities to complete the Transaction on or before the due settlement date, notwithstanding payment has not been made or credited to the Client or his account (as the case may be).

8.2 Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of Securities forthwith (or on such date as Ever-Long Securities may at its sole discretion specify) as mentioned in Clause 8.1, Ever-Long Securities is hereby authorised (without prejudice to any other rights and remedies of Ever-Long Securities hereunder) to: -

- (a) in the case of a purchase order, to transfer or sell any Securities in the Client's Account(s) (including the purchased Securities) to satisfy the Client's obligations to Ever-Long Securities; or
- (b) in the case of a sale order, to borrow and/or purchase such sold Securities to satisfy the Client's obligations to Ever-Long Securities.

The Client hereby acknowledges that the Client will be responsible for and effectually indemnify Ever-Long Securities and keep Ever-Long Securities harmless for any loss, costs, fees and expenses, including but not limited to legal fee and all relative expenses and debt collection fee charged by the debt collector appointed by Ever-Long Securities in connection with the Client's failure to meet the Client's obligations by the said due dates as described above.

8.3 In the event that the Client directs Ever-Long Securities to enter into any contract (including VA trading) on any Exchange, market or market via the SFC approved platform on which such Transactions are effected in a foreign currency: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Client; (b) all initial and subsequent deposits for margin purposes shall be made in such currency in such amounts as Ever-Long Securities may, in the sole discretion of Ever-Long Securities requires; and (c) when such a contract is liquidated Ever-Long Securities shall debit or credit the account of the Client in the currency in which such account is denominated at a rate of exchange (where the relevant contract is denominated in currency other than that of the Account) determined by Ever-Long Securities in the sole discretion of Ever-Long Securities on the basis of the then prevailing money market rates of exchange between such currencies.

8.4 In the event that Client instructs Ever-Long to enter into any transaction that requires a conversion from one currency to

another, the costs thereof and any currency exchange risk as a result of fluctuations in the exchange rate of the relevant currency will be entirely for the account and on the Client. As such, the Client agrees to authorize Ever-Long to convert monies, at any time at such exchange rate and for such amount as Ever-Long deems fit, into and from any currency at such rate of exchange as Ever-Long shall in its sole discretion determine as being the then prevailing market rate of exchange and Ever-Long is entitled to charge a currency conversion fee. Such conversion may be made for the purpose of any transaction, settlement or for the calculation of any debit balance due from the client or credit balance owed to the client. Moreover, Ever-Long reserves the right at any time to refuse to accept any instruction in relation to any currency conversion.

8.5 All payments to be made by the client to Ever-Long in a foreign currency shall be in freely transferable any immediately available funds clear of any taxes, changes or payments of any nature when received by us.

#### 8.6 SEVERE WEATHER TRADING SETTLEMENT

- (a) On an SWT Day, delivery or receipt of physical cheques may be infeasible or interrupted. On a related note, delivery or receipt of physical share certificates may be infeasible or interrupted.
- (b) The Client is encouraged to transfer funds or other assets electronically on an SWT Day to meet trading needs and settlement or margin obligations in a timely manner. On an SWT Day, no physical settlement or delivery can be facilitated by Ever-Long. The Client will reimburse any amounts which Ever-Long may be required to pay and for any losses, costs, fees and expenses (including legal expenses on a full indemnity basis) in connection with any settlement failure of the Client's trades.
- (c) Request for fund withdrawal from securities account on SWT Day will be via e-banking services and the Client will accept to reimburse the e-banking cost incurred.
- (d) The Client is advised to reserve sufficient time to review his/her funding needs, understanding the operation of his/her bank during SWT Day and make necessary adjustments and arrangements in advance.
- (e) As the Hong Kong securities and derivatives markets will maintain normal operations on SWT Day, Ever-Long will, as far as practicable, perform its daily operations as usual, including but not limited to, requesting customers to fulfil their payment obligations arising from the settlement of securities transactions or to comply with the margin call requirements if applicable. If any Client fail to meet the payment obligations within the specified time on SWT Day, Ever-Long may exercise its discretion to force the sale of the securities or collaterals maintained or liquidate the open position assets.
- (f) Depending on severe weather condition, Ever-Long may from time to time set or change the daily cutoff time without notice to the Client if giving of notice is impracticable for reason beyond our control. Any Transaction done through internet, mobile phone service or other access channels to Ever-Long after such set or change of cutoff time shall be treated as a Transaction valued at next trading day or treated as a Transaction cancelled.

### 9. SECURITIES IN THE ACCOUNT(S)

- 9.1 Unless otherwise agreed, any Securities (whether in Hong Kong or elsewhere) deposited by the Client with Ever-Long Securities for safekeeping may be, at the discretion of Ever-Long Securities, to register the Securities in the name of the Client or in the name of Ever-Long Securities' associated entity (as defined in the SFO) or any nominee appointed or agreed by Ever-Long Securities; or be deposited in a segregated account which is designated as a trust account or Client Account and established and maintained in Hong Kong by Ever-Long Securities or its associated entity (as defined in the SFO) with the authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities (segregated account for Securities); or deposit with any overseas custodian or overseas clearing house subject to the compliance with applicable Rules.
- 9.2 Client expressly authorizes Ever-Long Securities, in respect of any of the Securities Collateral (whether in Hong Kong or elsewhere) deposited with, or otherwise provided by the Client to Ever-Long Securities, to register in the name of the Client, Ever-Long Securities, its associated entity (as defined in SFO) or any nominee appointed or agreed by Ever-Long Securities; to deposit in a Segregated Account for Securities; to deposit in an account in the name of Ever-Long Securities or its associated entity (as defined in SFO) with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities; deposit with any overseas custodian or overseas clearing house subject to compliance with applicable Rules.
- 9.3 Where any Securities are deposited with Ever-Long Securities and are not registered in the Client's name:
  - (a) For any dividend or other distributions or benefits accrue in respect of such Securities, when received by Ever-Long Securities, be credited to the Client's Account with Ever-Long Securities (or payment made to the Client as may be agreed) with the proportion of such benefit equal to the proportion of the total number or amount of relative Securities which shall comprise Securities held on behalf of the Client; and
  - (b) For any notice or information received by Ever-Long Securities which requires action to be taken by the holder in relation to such Securities, Ever-Long Securities is not obliged to notify the Client to take any action on behalf of the Client thereof, unless specifically instructed by the Client.
- 9.4 Where Securities deposited with Ever-Long Securities are bonds, in the absence of any contrary Instructions, Ever-Long Securities is authorized at its discretion and at Client's cost and expense:
  - (a) to request payment of and receive all interest and other payments or distributions (whether of a capital or income

nature) in respect of any Securities;

- (b) to surrender your Securities against receipt of the money payable at maturity or on redemption of the Securities if called prior to maturity;
  - (c) to exchange any documents relating to any of Client's Securities, where such documents have been issued, in interim or temporary form for definitive form; and
  - (d) to complete and deliver on Client's behalf as owner any ownership certificates in connection with the Securities which may be required to obtain income from Client's Securities or to facilitate their sale.
- 9.5 Ever-Long Securities is under no duty to return to the Client the Securities originally delivered or deposited but shall return Securities of the same class, denominations and nominal amount and ranking to the Client.
- 9.6 Where the Securities form part of a larger holding of identical Securities held for Ever-Long Securities' Clients, the Client shall be entitled to the same share of the benefits arising from the holding proportional to the Client's share of the total holding.
- 9.7 Ever-Long Securities is under no duty to examine or verify the validity of the ownership of or title to any Securities and shall not be liable in respect of any defect in ownership or title; and shall not be liable for any taxes or duties payable on or in respect of the Securities or for the management of or any diminution in the value of the Securities.

## **10. CASH HELD IN THE ACCOUNT**

- 10.1 Any cash held for the Client in the account, other than cash which Ever-Long is not required to credit into a client trust account in accordance with the applicable laws, shall be credited to a client trust account maintained by Ever-Long with a licensed bank or approved institution as required by applicable Rules from time to time.
- 10.2 In respect of money held or received outside of Hong Kong, all such amounts shall be dealt with by Ever-Long in accordance with the applicable Rules.
- 10.3 An interest calculated on the money held by Ever-Long as aforesaid, at such rate determined by Ever-Long from time to time at its sole discretion, will be credited to the Client's account at such intervals as Ever-Long may determine. Ever-Long shall be entitled to retain any interest and benefit resulting from such deposit in the aforesaid account(s).

## **11. FEES, EXPENSES AND REBATES**

- 11.1 The Client shall pay, either directly or from the Account, all levies, duties, commissions, brokerage or counterparty fee, tariffs, exchange fee, information license fee, account communication charge, account maintenance fees and other maintenance fees, interest, special rights administration fees, forced settlement costs, premiums, penalties, telegraphic transfer charges, custodial fees, settlement charges, account rotation charges, change of account fees, currency exchange costs, currency conversion fee, taxes, subscriptions, insurance service fees, insurance premiums, foreign exchange losses, legal expenses and all and any other costs or expenses, whether incidental or material, properly incurred or imposed by us in connection with the Client uses of the Services in such currency as Ever-Long may determine from time to time and Ever-Long is hereby authorized to withdraw the same from the Client's account. Ever-Long current rate of commissions and other charges will be notified to you from time to time.
- 11.2 Ever-Long is authorized to solicit, accept and retain for Ever-Long's own benefit, without making disclosure to the Client, any rebate, brokerage, commission fee, benefit, discount and /or other advantage from any person arising from any Transaction effected by Ever-Long. Ever-Long is also authorized to offer at Ever-Long's discretion any benefit or advantage to any person in connection with such Transaction.
- 11.3 Ever-Long is authorized to explicitly or non-explicitly receive monetary or non-monetary benefits from a product issuer (directly or indirectly) for the distribution of an investment product, or making profit from a back-to-back transaction concerning an investment product, by making specific or generic disclosure of the relevant information to the Client.

## **12. COMMUNICATION AND NOTIFICATION OF TRANSACTION**

- 12.1 Reports, written confirmations, notices, daily statements, monthly statements and any other communications (including through the Online Trading Services, as defined in Schedule II), may be transmitted to the Client at the address, telephone, facsimile or telex number or email address given by the Client in the Client Information Form (who, in case of a joint account, if the Clients do not nominate a person in charge of the communication, the Client whose name first appears in Client Information Form will be deemed to be in charge of the communication with Ever-Long) and/or such that the Client notify Ever-Long in writing or otherwise hereafter, shall be deemed as transmitted, correct and confirmed by the Client unless Ever-Long receives from the Client written notice to the contrary within the period of time as stated in the combined statement of account, monthly statement of account or otherwise specified in the communications, reports, written confirmations, notices, daily statements, monthly statements and any other communications from Ever-Long shall be deemed to have been received: (a) if hand delivered, when delivered (b) if given by post to Hong Kong, 2 days after or post to the place outside Hong Kong, 5 days after the same has been posted or (c) if given by fax or by email, at the same time it is dispatched. Any notice or communication made or given by the Client to Ever-Long shall be made or given at the risk of the Client and shall be effective only upon actual receipt by Ever-Long. Every statement of account shall, in the absence of manifest error, be conclusive and binding on the Client as to the amount standing to the debit or credit of the Account. Where applicable, Client also undertakes to notify Ever-Long immediately if the Client does not receive any

confirmation from Ever-Long that an order communicated by the Client through Ever-Long's facilities for Online Trading Services (defined in Clause 1 of Schedule II) or other means has been received or executed.

- 12.2 Notwithstanding anything to the contrary in this Agreement, if the Client is a "professional investor" as defined in Schedule 1 to the SFO, the Client acknowledges and agrees that Ever-Long is not required to provide the Client with contract notes, statements of account or receipts pursuant to Contract Notes Rules. Although Ever-Long may provide the Client with contract notes confirmations, statements of account and/or receipts, the Client agrees and acknowledges that Ever-Long is not required to provide the abovementioned documents in accordance with the requirements stated in the Contract Notes Rules.

### 13. LIEN, SET-OFF AND COMBINATION OF ACCOUNTS

- 13.1 Subject to the applicable Rules, without limitation and in addition to any other rights and remedies of Ever-Long and Ever-Long's Group Companies, the Client agrees that:

- (a) without prejudice to any other provisions in this Agreement, Ever-Long or Ever-Long's Group Companies shall have a general lien, right of set-off or similar right to which Ever-Long or Ever-Long's Group Companies may be entitled by law over all or any part of any money or Securities or other property held by Ever-Long or Ever-Long's Group Companies for the discharge of Client's obligation to Ever-Long, Ever-Long's Group Companies or a third person;
- (b) Ever-Long may at any time and from time to time without prior notice combine or consolidate all or any of the Client's accounts with, and/or apply Client's Securities and/or other properties in or towards satisfaction of, any liabilities to Ever-Long and/or Ever-Long's Group Companies;
- (c) Ever-Long may at any time and from time to time without prior notice set-off or transfer any sum in whatever currency standing to the credit of any of Client's accounts with Ever-Long or Ever-Long's Group Companies in or towards satisfaction of any of the Client's liabilities of whatever nature (including liabilities incurred as principal or surety and whether such liabilities be actual or contingent, primary or collateral, several or joint) to Ever-Long and/or Ever-Long's Group Companies;

- 13.2 The Client will pay interest due on all overdue balances and all overdue interest owing by the Client to Ever-Long and/or relevant Ever-Long's Group Companies (after as well as before any judgment), at such rate(s) and on such other terms as demanded by Ever-Long and/or relevant Ever-Long's Group Companies from time to time and be charged from the due date. Such interest shall be payable on the last day of each calendar month or upon any demand being made by Ever-Long and/or relevant Ever-Long's Group Companies, whichever is earlier. If any interest rate calculated under this clause would exceed the maximum lawful rate under the Money Lenders Ordinance (Cap. 163 of Laws of Hong Kong), then the maximum lawful interest rate under such Ordinance shall be applied instead. Client agrees that Ever-Long shall be entitled (but not be obliged), at any time and from time to time, without prior notice, to debit any Client's Account(s) with Ever-Long and/or Ever-Long's Group Companies with any interest due and payable by Client in accordance with this Clause and Client undertakes to, immediately upon demand by Ever-Long, do such act(s) and/or execute such document(s) as may be required by Ever-Long at any time and from time to time in order to give full effect to each such debit.

- 13.3 Without prejudice to and in addition to other rights and remedies of Ever-Long and Ever-Long's Group Companies, Ever-Long shall be entitled but not obliged (and is hereby authorized by Client), at its discretion and without notice to Client, to dispose of Client's Securities and/or other properties for the purpose of settling any liability owed by Client to Ever-Long for: -

- (a) dealing in Securities and/or other property which remains after Ever-Long has disposed all other assets designated as collateral for securing settlement of that liability, or
- (b) financial accommodation provided by Ever-Long to Client which remains after Ever-Long has disposed of all other assets designated as collateral for securing settlement of that liability.

- 13.4 Ever-Long and Ever-Long's Group Companies are authorized to do the above without notice and notwithstanding any settlement of account or other matter whatsoever. The liabilities referred to above include present or future, actual or contingent, primary or collateral, and several or joint.

In addition, Ever-Long shall have the right to sell such Securities, investment and property and utilize the proceeds to offset and discharge all the obligations of Client without any prior notice to Client, whether as principal or as surety, to Ever-Long and/or Ever-Long's Group Companies regardless of:

- (a) whether any other person is interested in, or whether Ever-Long has made advances in connection with, such Securities, investments or property; and
- (b) the number of accounts Client may carry with Ever-Long or Ever-Long's Group Companies.

Ever-Long is authorized to do all things as necessary in connection with such sale without any liability for any resulting loss. Without prejudice to the foregoing, the Client shall not make any claim against Ever-Long concerning the manner or timing of such sale.

- 13.5 All the Client's securities or other property received for the Client, or deposited by the Client, or purchased for the Client or held on the Client's behalf ("the Charged Assets") shall stand charged by way of first fixed charge as continuing security for the payment and discharge of any amounts due and owing by the Client to Ever-Long and Ever-Long's Group Companies. The Client as beneficial owner hereby irrevocably authorizes Ever-Long and Ever-Long's Group Companies

to sell or dispose of the Charged Assets at such price and in such manner at Ever-Long or Ever-Long's Group Companies' absolute discretion and to apply the net proceeds thereof to repay Ever-Long or Ever-Long's Group Companies and discharge the Client's indebtedness to Ever-Long or Ever-Long's Group Companies. Upon full payment and discharge of the Client's obligations, Ever-Long shall at the Client's request and expense release to the Client all right, title and interest of Ever-Long in the Charged Assets.

#### **14. DEFAULT**

14.1 Any of the following shall each constitute a "Default":

- (a) Client defaults in paying, further securing or satisfying on demand any money or liabilities under this Agreement or any agreement between Client and Ever-Long and/or Ever-Long's Group Companies;
- (b) (in case of Client who has opened and maintained a Margin Account) Client defaults in providing sufficient Securities, cash or other form of collateral within the time limit prescribed by Ever-Long in response to the call from Ever-Long made under Schedule I;
- (c) make or take delivery of the commodities when required under the relevant contract;
- (d) the filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against the Client, or the appointment of a receiver in respect of the Client;
- (e) the levying of attachment, sequestration, distress, execution or other legal process is levied, enforced or instituted against any of the accounts of the Client;
- (f) any consent, authorization or board or shareholders' resolution required from the Client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
- (g) any representation or warranty made in or in pursuance of this Agreement or in any certificate statement or other documents delivered shall be or become incorrect in any aspect;
- (h) the Client's default in the due performance or observance of any terms of this Agreement and the observance of any by-laws, rules and regulations of the relevant exchanges and/or clearing houses;
- (i) the continued performance of any of the transactions or this Agreement becoming illegal or is claimed by any government authority to be illegal;
- (j) with respect to the Client's dealing or relationship with Ever-Long, Ever-Long forms the view in good faith that any event occurs which constitutes a material adverse change affecting the financial position condition, or operation of the Client and action is necessary to protect, enforce or preserve its rights hereunder; or
- (k) the death, insanity, bankruptcy or insolvency of the Client.

#### **15. DEFAULT CONSEQUENCE**

15.1 Without prejudice to any other right or remedy which Ever-Long may have, if any default shall occur, Ever-Long shall be authorized (but is not obliged), in its absolute discretion and in accordance with any applicable laws and regulations, to take one or more of the following actions:

- (a) cancel any or all outstanding Instructions or any other commitments made on behalf of the Client under any or all of its accounts;
- (b) liquidate or cover all positions in any or all of the accounts by any means;
- (c) charge default interest at such rate as determined by Ever-Long from time to time;
- (d) sell, dispose of or otherwise deal with in whatever manner any Securities, money, or other properties held for or on behalf of the Client under any or all of the accounts be maintains with Ever-Long and/or Ever-Long's Group Companies and to apply the proceeds thereof and any money to offset and discharge any of the obligations or liabilities owed to Ever-Long /Ever-Long's Group Companies by the Client;
- (e) close any or all of the Accounts; and/or
- (f) terminate this Agreement forthwith.

15.2 In the event of any sale pursuant to Default:

- (a) Ever-Long shall not be responsible for any loss occurred if it has already used reasonable endeavors to sell or dispose of the Securities or other property or any part thereof at the then available market price; and
- (b) the Client undertakes to pay to Ever-Long and/or Ever-Long's Group Companies any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to Ever-Long and/or Ever-Long's Group Companies.

- 15.3 Any proceeds of sale hereunder shall be applied in the following order of priority for:
- (a) payment of all costs, charges, fees and expenses (including, without limitation, legal fees, stamp duty, commission and brokerage) incurred by Ever-Long;
  - (b) payment of all interest due; and
  - (c) payment of all money and liabilities due, owing or incurred by client to Ever-Long and/or Ever-Long's Group Companies;
- and any remaining sum shall be paid to the Client.
- 15.4 Any distribution, refund, compensation, dividends, interest or other payments which may be received or receivable by Ever-Long in respect of the investments, Securities or other property held under the Account(s) may be applied by Ever-Long as if they were proceeds of sale notwithstanding that the power of sale may not have arisen.

## **16. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING**

- 16.1 Notwithstanding any other provision of this Agreement to the contrary, Ever-Long is not obliged to do or omit to do anything if it would, or might in the Ever-Long's reasonable opinion, constitute a breach of any Laws in respect AML/CTF applicable to Ever-Long.
- 16.2 The Client must provide to Ever-Long upon request all information and documents that are within the Client's possession, custody or control at its discretion to enable Ever-Long to comply with applicable laws and relevant internal policies and procedures. The Client undertakes to notify Ever-Long of such matter as may be prescribed or accepted by Ever-Long of any change of contact details (including but not limited to address, telephone number, email address and fax number) or any change or addition of material information (including but not limited to directors, partners, beneficial owners, shareholders, controllers, legal status and constitutional documents).
- 16.3 Where the Client or any other person in connection with the Client and/or this Agreement fails to provide promptly information or documents reasonably requested by Ever-Long, Ever-Long may be unable to provide new, or continue to provide all or part of the services to the Client and Ever-Long reserves the right to terminate the business relationship with the Client; and block or close the Client's accounts at its sole discretion to enable Ever-Long to comply with applicable laws and relevant internal policies and procedures.
- 16.4 Ever-Long and its affiliates are required to act in accordance with applicable laws and comply with the request of the government authorities operating in various jurisdictions. These relate, amongst others, to the prevention of money laundering, terrorist financing and the provision of financial or other services to any person or entities which may be subject to Sanctions. The Client agrees that Ever-Long may take any action, in its sole and absolute discretion it considers appropriate including but not limited to disclosing any information concerning the Client, persons connected with the Client and/or this Agreement to any law enforcement entity, regulatory agency or court (in any jurisdiction) where required by such requests or any law.
- 16.5 Such action may include, but is not limited to, the interception and investigation of any payment messages and other information or communications sent to or by the Client or on the Client's behalf and making further inquiries as to whether a name which might refer to a person or entity subject to Sanctions and whether that name actually refers to that person or entity.
- 16.6 The Client agrees that Ever-Long may take a sufficient time to consider, investigate, verify or to intercept a transaction, if the Client or any other person in connection with the Client and/or this Agreement becomes a person subject to Sanctions, or upon the occurrence of a match on Ever-Long's Sanctions or other AML/CTF-related filters. In certain circumstances, those aforesaid actions taken by Ever-Long may prevent or cause a delay in the process of certain information, instructions and/or transactions.
- 16.7 Ever-Long and Ever-Long's Group Companies will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by and any party arising in connection with this Clause 16. In addition, the Client acknowledges that neither Ever-Long nor any Ever-Long's Group Companies is required to provide reasons for any decision it makes, including (without limitation) actions taken or not taken, or unless expressly required by applicable law.
- 16.8 The Client agrees to exercise its rights and perform its obligations under this Agreement in accordance with all applicable laws.
- 16.9 The Client declares that it is acting on its own behalf and not in a trustee or agency capacity, unless otherwise disclosed to Ever-Long with details of the ultimate beneficiary for whom the Client is trading, and agrees to provide evidence of due authority and specimen signatures for each Authorised Person.
- 16.10 Where the Client is an Intermediary as defined in the Anti-Money Laundering and Counter-Terrorist Financing Ordinance ("AMLO"), the Client undertakes the following:
- (a) Maintenance of internal policies, procedures and controls to comply with anti-money laundering/countering the financing of terrorist laws, regulations, and guidelines including performing ongoing monitoring of clients and their transactions;

- (b) Performance of the client due diligence measures specified in Part 2 of schedule 2 of AMLO; and
- (c) Provision without delay of the documentary evidence obtained in the course of carrying out client due diligence measures upon request from overseas or local regulators or the Company.

## 17. INDEMNITIES AND LIMITATIONS ON LIABILITIES

- 17.1 Client agrees that Ever-Long or Ever-Long's Group Companies or any of their respective officers, employees or agents shall not have any liability whatsoever (other than those resulting from fraud or willful default on Ever-Long's part) for any loss, expenses or damages which Client may incur as a result of:
- (a) the performance or failure to perform this Agreement;
  - (b) any act or omission of any third party (whether or not appointed by Ever-Long or Ever-Long's Group Companies); or
  - (c) howsoever arising out of any cause beyond the control of Ever-Long or Ever-Long's Group Companies.

Further, Ever-Long or Ever-Long's Group Companies or any of their respective officers, employees or agents shall accept no liability as a result of compliance with any applicable Rules. This clause, however, shall not be construed as in any way binding Ever-Long's Group Companies to comply with any provision of this Agreement unless otherwise explicitly agreed by such Ever-Long's Group Company.

- 17.2 The Client shall indemnify Ever-Long and any other person appointed by it and their respective officers and employees against all claims, liabilities, damages, losses, costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them:
- (a) in connection with effecting Transactions for the Client and/or provision of the Services under this Agreement; and/or
  - (b) as a result of any default by the Client in the performance, and/or other kinds of breach by it, of the terms and conditions hereof (including without limitation any costs incurred or actions or proceedings brought as a result of the Client failing to maintain sufficient Securities or property in the Account); and/or
  - (c) in connection with enforcement of the terms and conditions hereof against the Client (including without limitation to the generality of the foregoing any costs incurred in collecting any debts due to Ever-Long),

and this indemnity shall continue despite the termination of this Agreement.

### 17.3 Facsimile Indemnity

Without limitation to the generality of the foregoing, in consideration of Ever-Long agreeing to accept Instructions by facsimile transmission and/or such other electronic means as may from time to time be permitted by Ever-Long, the Client shall indemnify Ever-Long against all claims, losses, damages, costs, expenses (including all legal costs incurred by Ever-Long on a full indemnity basis) and any liability whatsoever arising out of or in connection with Ever-Long acceptance of the aforesaid Instructions in the event of any error or omission in such Instructions having been issued without proper authorization on the Client's part.

- 17.4 If any claim is made against Ever-Long or Client in connection with this Agreement, Ever-Long may take such steps at its discretion, including the withholding of payment or delivery to the Client of any money, Securities or other property.
- 17.5 Each of these indemnities shall constitute a separate and independent indemnity from any other indemnity contained in this Agreement or any other agreement entered into between Ever-Long and the Client.

## 18. RISK RELATING TO RIGHTS ISSUE

For exercising and trading of the right issue, Clients have to pay attention to the deadline and other timelines. Rights issues that are not exercised will have no value upon expiry. But if Clients decide to let the rights lapse, then Clients will not need to take any action unless Clients want to sell the rights in the market. In that case, rights must be sold during the specified trading period within the subscription period, after which they will become worthless. If Clients pass up the rights, the shareholding in the expanded capital of the company will be diluted.

## 19. DISCLOSURE OF INFORMATION

- 19.1 The Client's personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)) is collected and used by Ever-Long in accordance with Schedule VIII of this Agreement. The Client understands that as the Client is entitled, by written request to Ever-Long, to access the personal data held about the Client and, if applicable to correct any inaccuracies in that information. Unless the Client sends a written request to the contrary to Ever-Long, the information Ever-Long acquires about the Client may be used for the purposes of marketing products and services which may be of interest to the Client. The Client agrees that Ever-Long may disclose the Client's personal information to such persons or classes of persons and use the Client's personal data for such purposes as may be set out in Ever-Long's policies and practices relating to personal data from time to time.
- 19.2 Client represents and warrants to Ever-Long that Client has taken all action necessary to authorise the disclosure to Ever-

Long and other persons permitted hereunder of all information (including, without limitation, personal data as defined in the Personal Data (Privacy) Ordinance, Cap.486) from time to time provided to Ever-Long by or for Client in, under or pursuant to this Agreement and the use of such information for the purpose of this Agreement and/or any transaction(s) contemplated hereunder and/or the Account. This representation and warranty are taken to be also made by Client on each date that any information is provided to Ever-Long.

- 19.3 The Client understands that the Client's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Client shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.
- 19.4 Ever-Long will keep all information relating to the Client and the Client's Account confidential, save where Ever-Long is required to disclose the Client's details to the relevant Exchanges, securities regulators, government agencies, or to any persons pursuant to any court orders or statutory provisions, Ever-Long will comply with such requests without notice to or consent from the Client. Moreover, Ever-Long may also disclose the Client's information to Ever-Long's Group Companies, agents, assignees or subcontractors and Ever-Long will not be liable to the Client for any consequences arising out of such disclosures.
- 19.5 Ever-Long will not be under any duty to disclose to the Client any information which may come to the notice of Ever-Long in the course of acting in any capacity for any other persons. However, Ever-Long agrees to take reasonable steps to avoid conflicts of interest and where such conflicts cannot be avoided, Ever-Long will take steps to ensure that its clients are treated fairly.
- 19.6 The Client authorizes Ever-Long to conduct a credit inquiry or check on the Client for the purpose of ascertaining any information provided by the Client and the Client's financial situation and investment objectives.
- 19.7 Any failure or delay in exercising all parts of any right, power or privilege in respect of this Agreement on the part of Ever-Long will not be presumed to operate as a waiver to preclude any subsequent exercise of that right, power or privilege.
- 19.8 Ever-Long shall notify Client of any material change to the information relating to Ever-Long provided in, under or pursuant to this Agreement.
- 19.9 Client shall immediately on demand by Ever-Long at any time and from time to time supply to Ever-Long such financial and/or other information in connection with the subject matter of this Agreement, Client and/or the compliance of any laws or regulatory rules as Ever-Long may reasonably require. Client agrees that Ever-Long may conduct credit enquiries or check on Client for the purpose of ascertaining the financial situation of Client.
- 19.10 Ever-Long may provide any information supplied by or relating to Client and/or any transaction and/or the Account to any regulator or other person to comply with the lawful requirements or requests for information (whether such requirements and requests are mandatory or otherwise) or otherwise where in Ever-Long's sole discretion, it deems appropriate in the circumstances. Without limiting the foregoing, relevant information may be disclosed if there is reasonable ground for Ever-Long to suspect that any Client may have committed a material breach or infringement of, or may not have complied with, any market misconduct provisions in Part XIII or XIV of the SFO.
- 19.11 Notwithstanding other provisions in relation to the disclosure of information and tax-related arrangement under this Agreement, the Client hereby agrees to comply with the provisions contained in Schedule IX. The powers, rights, discretions of Ever-Long under Schedule IX shall be without prejudice and in addition to the provisions in this Clause 19.

## **20. CLIENT REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

20.1 The Client represents, warrants and undertakes that:

- (a) the Client has full power, authority and capacity to enter into this Agreement and to execute and perform all the Client's obligation under this Agreement and where appropriate, the Client has obtained and taken all necessary corporate authorizations and other actions to execute and perform all obligations under this Agreement and each of the representations, warranties and undertakings, which constitute valid and legally binding obligation of the Client's in accordance with its terms;
- (b) in case of the Client is an individual, the Client is of full age and capacity and in the case the Client is a firm or corporation, it is duly constituted and incorporated and has power to enter into this Agreement and all contracts made or to be made pursuant to this Agreement and such contracts are and will constitute legal binding and enforceable obligations of the Client;
- (c) the Client has not taken any action nor has any step been taken or legal proceeding been started or threatened for the bankruptcy or liquidation of the Client. Nor has the Client entered into a compromise or scheme of arrangement with its creditors;
- (d) the information contained in the Client Information Form or otherwise supplied by or on behalf of the Client to Ever-Long in connection with the opening and maintenance of the Cash Account or Margin Account is complete, true and correct. The Client further acknowledges that Ever-Long totally relies on such information until written notice from the Client of any changes therein has been received by Ever-Long;
- (e) the Client will notify Ever-Long immediately of any change in the information supplied in the Client Information Form and/or in relation to this Agreement.;

- (f) the Client fully acknowledges that the personal data of the Client has been requested to supply upon the opening of the Account or subsequently will be used for the purpose of opening and operating of the Cash Account or Margin Account and implementing or enforcing the provisions of this Agreement;
  - (g) the Client further understands that he is under an obligation to supply all the information requested by Ever-Long as failure to do so may result in Ever-Long being unable to open or operate the Account;
  - (h) the Client acknowledges that it is the Client's duty to ascertain Client's nationality, citizenship, domicile or similar status. Client undertakes not to deal in, purchase or subscribe for any Securities or investments which by virtue of the Client's status or other characteristics Client is prohibited to deal in, purchase or subscribe. The Client has taken all necessary professional advice including legal, accounting, estate planning or tax advice relating to its tax or other liability under any jurisdiction and Client has not relied in any way on Ever-Long relating to any of Client's instructions or orders in respect of dealing in, purchase of or subscription in any Securities or investments;
  - (i) before giving instruction to Ever-Long in relation to any Transaction, the Client shall ensure it fully understand the characteristics, risks involved, trading and settlement arrangement, and costs and fees of such Transaction;
  - (j) if the Client is trading on his own account, the Client is the person ultimately responsible for giving the Instruction in relation to and the ultimate beneficial owner of each Transaction in the Client's account (except where such other person or entity has been disclosed to Ever-Long in the Client Information Form or other written notice has been given to Ever-Long);
  - (k) if the Client not be trading on his own account, without affecting any other provision of this Agreement, upon the request of Ever-Long, the Client shall immediately provide the information in connection with any lawful request for information made to Ever-Long by HKEx, SFC, HKFE and/or other regulators in respect of any Transaction, to the relevant regulator;
  - (l) the Client shall not assign, delegate, sub-contract, transfer or otherwise dispose of any rights or obligations under this Agreement to any person without Ever-Long's prior written consent; and
  - (m) the Client has received, read and understood the contents of the Risk Disclosure Statement in Schedule III and the Client has sufficient experience to assess the suitability of the Transactions contemplated under this Agreement.
- 20.2 Ever-Long will notify the Client of any material change to: (a) the name and address of its business; (b) its registration status with the SFC and its CE number; (c) the description of the nature of services provided by it; or (d) the description of the remuneration payable to Ever-Long and the basis for such payment.

## **21. TERMINATION OF ACCOUNT**

- 21.1 Ever-Long may terminate any one or more of the Accounts forthwith without giving notice to the Client if the Client breaches or fails to comply with any provision of this Agreement or when the Account has become Dormant.
- 21.2 Ever-Long may also terminate any one or more of the Accounts by giving the Client prior written notice.
- 21.3 The Client may, subject to Ever-Long satisfaction and discharge of the Client's indebtedness, liability or other obligation to Ever-Long, close the Client's Account at any time by giving Ever-Long not less than 3 business days' prior written notice.
- 21.4 Closing an Account or terminating any Services will not affect the rights and obligations of either party incurred prior thereto.
- 21.5 Any termination of the Services or this Agreement shall not affect any Transactions entered into or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination.
- 21.6 Upon termination of this Agreement,
  - (a) the Client will immediately repay to Ever-Long any amounts due or owing to Ever-Long; and
  - (b) the Client will withdraw any cash, Securities or other property balances in the Account within 10 business days from the date of termination, failing which Ever-Long may on the Client's behalf and without any responsibility for any loss or consequences on Ever-Long's part sell or dispose of the Client's Securities or other property in the market or in such manner and at such time and price as Ever-Long may reasonably determine and send to the Client at the Client's own risk Ever-Long's cheque or remittance representing the net sale proceeds and the credit balances in the Client's Account to the Client's last known address.

## **22. CLIENT'S PERSONAL REPRESENTATIVE**

In the event that the Client shall die during the subsistence of this Agreement, his liabilities under this Agreement shall pass to his personal representative, successors or assigns and Ever-Long's rights under this Agreement shall be enforceable against the personal representative successors or assigns of the Client.

## **23. JOINT ACCOUNT HOLDERS**

In case the Account is a joint account opened by more than one person, "Client" shall mean each and all of such joint account holders. Each of such joint account holders hereby agrees and declares that:

- (a) Where the Account(s) are held by Clients as joint tenants with right of survivorship and not tenants in common, in the event of the death of either or any of the Clients, the entire interest in any account opened on the Clients' behalf shall be vested in the survivor or survivors on the same terms and conditions as therein before held. The estate of the deceased shall have no interest in the assets of any such account at the date of death. However, the estate shall remain liable for obligations in respect of such Account.
- (b) The liability of each of the joint account holders shall be joint and several;
- (c) In the event of death of any of the joint account holders, the estate of the deceased joint account holder or the surviving joint account holder(s) shall immediately notify Ever-Long in writing of the relevant death and produce and deliver to Ever-Long true copy of proof such death and such other documents as Ever-Long may in its sole discretion require (but Ever-Long is not required to verify the authenticity of such evidence so produced);
- (d) Each of the joint account holders alone shall have the authority to exercise all the rights, power and discretion of the Client and to deal with Ever-Long as if each of them alone was the holder of the Account. Ever-Long may follow the instructions of any one of the joint account holders in respect of such instructions;
- (e) Ever-Long shall be under no duties whatsoever (including without limitation any duty to inquire into or see to) in respect of the application of any money or properties between the joint account holders; and
- (f) Each of the joint account holders shall be bound by this Agreement regardless of the arrangement or agreement among the joint account holders and notwithstanding that this Agreement may be invalid or unenforceable against any one or more of the joint account holders (whether or not the deficiency is known to Ever-Long).

#### **24. SHANGHAI-HONG KONG STOCK CONNECT/ SHENZHEN-HONG KONG STOCK CONNECT**

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 listed and traded on SSE and/or SZSE ("SSE/ SZSE Securities" as applicable) through the Shanghai-Hong Kong Stock Connect and/or Shenzhen-Hong Kong Stock Connect:

- (a) The Client must understand and comply with all applicable SSE/SZSE Rules and other applicable laws and regulations of Mainland China relating to Northbound Trading (together "Northbound Trading Regulations"). Ever-Long 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 HKEx which can be accessed at its website) and obtain professional advice as necessary;
- (b) The Client hereby agrees and authorizes Ever-Long to do or not to do whatever act without Client's prior approval in connection with any Northbound Trading of the Client as Ever-Long in its absolute discretion deems appropriate to comply with any Northbound Trading Regulations or any orders, directions, notices or requests from any authorities. Ever-Long 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 the Ever-Long;
- (c) 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;
- (d) Ever-Long may in its absolute discretion refuse to execute or complete any instructions from the Client on any grounds such as, for example, in Ever-Long's 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;
- (e) Pre-trade checking is in place so that the Client must have his/her shares transferred to the Ever-Long's 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;
- (f) All trading must be conducted on SSE/SZSE, i.e. no over-the-counter (OTC) or manual trades are allowed;
- (g) No day trading is allowed;
- (h) Naked short selling is not allowed;
- (i) Foreign shareholding restriction (including the forced-sale arrangement) is in place and Ever-Long has the right to "force-sell" the Client's shares upon receiving the forced-sale notification from the Exchange;
- (j) Ever-Long has the right to cancel the Client's orders in case of contingency such as hoisting of Typhoon Signal No 8 or above in Hong Kong;
- (k) Ever-Long may not be able to send in the Client's order for cancellation 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;
- (l) Ever-Long may forward the Client's identity and other information to the Exchange which may on-forward to SSE/SZSE

for surveillance and investigation purposes;

- (m) If the SSE/SZSE Rules are 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 an investigation, and may, through the Exchange, require Ever-Long to provide relevant information and materials and to assist in its investigation. The Client shall upon request by Ever-Long, 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;
- (n) The Exchange may upon SSE/SZSE's request, require the Ever-Long to reject orders from the Client;
- (o) 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;
- (p) SSE/SZSE may request the Exchange to require Ever-Long to issue warning statements (verbally or in writing) to the Client, and not to extend Northbound Trading to the Client;
- (q) Ever-Long shall have no obligation to collect or receive or take any other action in relation to any payment or distribution in respect of SSE/SZSE Securities for the Client's account, or to notify the Client about any notice, circular, announcement or similar corporate action in respect of SSE/SZSE Securities;
- (r) 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
- (s) Ever-Long, HKEx, any Exchange and its subsidiaries, SSE/SZSE and SSE/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 Shanghai-Hong Kong Stock Connect /Shenzhen-Hong Kong Stock Connect.
- (t) According to the implementation measures for Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect of SSE and SZSE respectively with effect from 25 July 2022, Mainland investors would be prohibited from buying or selling China Connect Securities through Northbound Trading under Stock Connect.

## 25. RISK DISCLOSURE STATEMENT

25.1 In respect of all transactions entered into by the Client or by Ever-Long on the Client's instructions or on his behalf, the Client acknowledges and understands that the Risk Disclosure Statement (as stipulated in Schedule III hereto) cannot disclose all the risks of investing or trading in securities and/or other investment products. Ever-Long may from time to time send the Client descriptions of some products that Ever-Long may trade with or for the Client and the risks generally associated with these products, and further supplements on other products and risk descriptions which the Client is strongly recommended to read. Before the Client trade in any products or enter into any Transaction, the Client should ensure that he understands the detailed terms and conditions and the effects of such product or transaction and its suitability for the Client. The Client should read through these carefully and study the market before the Client trades or invests.

25.2 Client acknowledges that his/her assets received or held by Ever-Long outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which are different from the laws of Hong Kong and the rules made thereunder. Consequently such assets may not enjoy the same protection as that conferred on the Client's assets received or held in Hong Kong.

25.3 Internet: -

- (a) Client acknowledges that the internet is, due to unpredictable telecommunications traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the control of Ever-Long. Client acknowledges that, as a result of such unreliability, there may be delays in the transmission and receipt of instructions and other information and this may result in delays in the execution of orders and/or the execution of orders at prices different from those prevailing at the time the orders were given. Client further acknowledges that and agrees that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Client.
- (b) Ever-Long shall not be responsible for delays in the transmission, receipt or execution of orders due to a breakdown or failure of transmission of communication facilities, or to any other cause or causes beyond Ever-Long's control or anticipation.

25.4 Relevant risks other than the risks stated in Clauses 25.1 to 25.3 are included in Schedule III "Risk Disclosure Statement" which may from time to time be revised or supplemented.

## 26. INVESTMENT ADVISORY SERVICES

- 26.1 If the Client at any time requests and apply for investment advisory services ("IA Services") to be provided by CIS and is accepted by Ever-Long to provide such IA Services to the Client, the Client shall be subject to the terms and conditions under this Clause 26.
- 26.2 The Client must reserve or make a booking in advance, with Ever-Long, for the provision of the IA Services. The IA Services

will be conducted by CIS either via face to face meetings, telephone, electronic mail or such other means as may be agreed between Ever-Long and the Client.

- 26.3 Prior to providing the IA Services, CIS will conduct the “Know Your Client” (“KYC”) procedures to gather and assess the Client’s personal background information which include but not limited to his/her investment objective, financial background, risk tolerance, and knowledge on derivatives in accordance with the Code of Conduct for Persons Licensed by or Registered with the SFC which may be amended by the SFC from time to time. Such KYC findings will be recorded in the prescribed form.
- 26.4 In providing the IA Services, CIS shall endeavour to ensure that any recommendations or advice on investments or products made to the Client are suitable and appropriate in light of the Client’s personal circumstances and risk tolerance. CIS shall explain to the Client on the underlying rationale and risks associated with the relevant investments or products being recommended and in the event that there is a mismatch between the recommended investments or products with the Client’s risk tolerance, CIS shall notify the Client of such mismatch and provide the necessary warnings to the Client.
- 26.5 CIS shall provide the Client with the regulatory required product related documents, including but not limited to the offering document, key fact statement and factsheet of the product either via hard copy or electronically.
- 26.6 The Client is required to sign off and acknowledge his/her consent and acceptance of the findings and recommendations of the CIS in the prescribed form, and a copy of such form will be provided to the Client.
- 26.7 There is no additional fees payable by the Client to Ever-Long for the provision of the IA Services. However, Ever-Long may, in its sole and absolute discretion, impose such fees from time to time with respect to the IA Services provided Ever-Long gives prior written notice of the relevant fees and charges by sending the same to the Client by post, fax, electronic mail or other means as may be decided by Ever-Long.

## 27. STANDING AUTHORITY

- 27.1 The client money standing authority covers money held or received by Ever-Long in Hong Kong in one or more segregated account(s) on behalf of the Client (“Monies”).
- 27.2 The Client hereby expressly confirms and authorizes the client money standing authority granted by the Client to Ever-Long to:
  - (a) Combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Ever-Long and/or any of its subsidiaries or associated entities from time to time and Ever-Long may transfer any sum of Monies to and between such segregated account(s) to satisfy Client’s obligations or liabilities to any member of Ever-Long, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and
  - (b) Transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by any member of Ever-Long Group.
- 27.3 The Client hereby expressly confirms and authorizes the client securities standing authority granted by the Client to Ever-Long to:
  - (a) Apply any of Client’s Securities or Securities Collateral pursuant a securities borrowing and lending agreement (if any);
  - (b) Deposit any of Client’s Securities Collateral with an authorized financial institution as collateral for financial accommodation provided to Client;
  - (c) Deposit any of Client’s Securities Collateral with HKSCC as collateral for the discharge and satisfaction of its settlement obligations and liabilities. Client understands that HKSCC will have a first fixed charge over Client’s securities to the extent of Ever-Long’s obligations and liabilities;
  - (d) Deposit any of Client’s Securities Collateral with any other recognized clearing house, or another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of Client’s obligations and liabilities;
  - (e) Apply or deposit any of Client’s Securities Collateral in accordance with clause 25.3 (a), (b), (c) and/or (d) above if Ever-Long provide financial accommodation to Client in the course of any other regulated activity for which Ever-Long is licensed or registered.
- 27.4 Ever-Long may carry out any or all of the above acts without giving Client prior notice. Client acknowledges that this authority shall not affect Ever-Long’s right to dispose or initiate a disposal by Ever-Long’s associated entity of Client’s securities or Securities Collateral in settlement of any liability owed by or on behalf of Client to Ever-Long, the associated entity or a third person.
- 27.5 Each of the client money standing authority, client securities standing authority or any other standing authorities shall be valid for a term of 12 months from the effective date of this Agreement subject to renewal by the Client’s instruction or deemed renewal under the Securities and Futures (Client Money) Rules or Securities and Futures (Client Securities) Rules or any other relevant statutory provisions (as the case may be).
- 27.6 Each of the client money standing authority, client securities standing authority or any other standing authorities may be revoked by giving Ever-Long a written notice addressed to Ever-Long’s address specified in the Client Information Form

or such other address which Ever-Long may notify the Client in writing from time to time. Such notice shall take effect upon the expiry of 14 calendar days from the date of Ever-Long's actual receipt.

- 27.7 The Client understands that each of the client money standing authority, client securities standing authority or any other standing authorities shall be deemed to be renewed on a continuing basis without the Client's written consent if Ever-Long issues to the Client a written notice of renewal at least 14 calendar days prior to the expiry date of the relevant authority, and the Client does not object to such deemed renewal before such expiry date.

## **28. MISCELLANEOUS**

- 28.1 Where the Client deals in derivatives products, including may be and/or stock option contracts, Ever-Long shall (1) provide to the Client upon request product specifications and any prospectus other offering document covering such products and (2) Ever-Long shall also provide a full explanation of margin procedures, and the circumstances under which the Client positions may be closed without the Client's consent.
- 28.2 The Client acknowledges that the Client has received and understood (i) Trading Facts/Product Specification and (ii) Trading Rules and Regulations of different investment products provided by Ever-Long Securities and / or Ever-Long Capital Management and fully understands the margin policy and the circumstances under which the Client's positions may be closed without the Client's consent.
- 28.3 The Client further declares that the account(s) was/were opened at his/her/their free will and Ever-Long's account executive and/or associate has not carried on any unsolicited calls on the client.
- 28.4 The Client further undertakes to fully indemnify Ever-Long against any loss, damages and cost suffered by Ever-Long as a result of the Client providing misleading or false information or otherwise failing to comply with any requirement under FATCA and any other relevant overseas jurisdiction.
- 28.5 The Client hereby authorizes Ever-Long Securities and/or Ever-Long Capital Management under service mandate to transfer any amount of fund and/or stock in any one or more trading accounts now or hereafter opened in the name of the Client with Ever-Long Securities and/or Ever-Long Capital Management in connection with this Agreement to any other account(s) maintained by the Client with Ever-Long Securities and/or Ever-Long Capital Management at any time Ever-Long Securities and/or Ever-Long Capital Management deems appropriate and for such purpose authorizes Ever-Long Securities and/or Ever-Long Capital Management' account executive to sign the "Fund Transfer Instruction Form" and/or "Stock Transfer Instruction Form" on the Client's behalf. The Client understands all transfer will be reflected in the account statement issued to the Client by Ever-Long Securities and/or Ever-Long Capital Management.

**This Agreement will be revised or supplemented from time to time. Clients should refer to its latest version on [www.everlong.com](http://www.everlong.com) website for reference.**

## SCHEDULE I TERMS FOR MARGIN TRADING

The following terms and conditions are applicable to any Securities trading account(s) where Client applied to Ever-Long Securities for Securities Margin Trading Facilities ("Margin Facility") and Ever-Long Securities has agreed to or grant the Client the Margin Facility. If applicable, this Schedule I shall form an integral part of this Agreement.

1. The Margin Facility is extended to the Client in accordance with the provisions set out in this Schedule I, any facility letter from Ever-Long Securities to the Client and such other conditions as may be specified by Ever-Long Securities from time to time (collectively called "Margin Facility Terms"). This Schedule I is supplemental to the General Terms and Conditions ("Conditions") to which this Schedule I is annexed to and where any conflict arises between the provisions of the Conditions and the Margin Facility Terms, the provisions of the latter shall prevail.
2. The Client shall be granted Margin Facility up to such percentage as may be agreed from time to time of the market value of the collateral maintained with Ever-Long Securities subject to the relevant provisions of the SFO and other laws, by-laws, rules and provisions of the HKEx and Hong Kong and such further terms and conditions as Ever-Long Securities and the Client may agree from time to time.
3. The Client hereby agrees to pay interest to Ever-Long Securities in respect of any debit balance on the margin account or any amount otherwise owing to Ever-Long Securities (after as well as before any judgment) at any time at such rate(s), as Ever-Long Securities may at its sole discretion determine and as demanded by Ever-Long Securities and be calculated and payable on the last day of each calendar month or upon demand being made by Ever-Long Securities.
4. Notwithstanding anything to the contrary contained herein and without prejudice to other rights and remedies of Ever-Long Securities, Ever-Long Securities reserves the right to charge such higher interest rate ("the default rate") as Ever-Long Securities may at its sole discretion determines in the event of any default or breach of any provision of this Agreement committed by the Client (including without limitation failure to maintain the agreed level of margin) which remains unremedied (if remediable) upon request of Ever-Long Securities for such period as such default or breach persists.
5. The Margin Facility is repayable on demand and may be varied or terminated in the absolute discretion of Ever-Long Securities. Ever-Long Securities will not at any time be obliged to make any advance to the Client.
6. Ever-Long Securities is instructed and authorized by the Client to draw on the Margin Facility to settle any amounts due to Ever-Long Securities and/or Ever-Long's Group Companies in respect of the Client's purchase of Securities required by Ever-Long Securities and/or Ever-Long's Group Companies, or payment of any commission or other liabilities, cost and expenses owing to Ever-Long Securities and/or Ever-Long's Group Companies.
7. The Client understands that Ever-Long Securities will be under no obligation to make or continue to make any advance if any of the following circumstances should arise:-
  - (a) if the Client is in default of any provision of the Margin Facility Terms or the Conditions; or
  - (b) in the opinion of Ever-Long Securities, there is or has been a material adverse change in the Client's financial condition or in the financial condition of any person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under this Agreement; or
  - (c) making an advance would cause the applicable ratios to be exceeded; or
  - (d) Ever-Long Securities in its absolute discretion, considers that it is prudent or desirable not to do so to protect its interest.
  - (e) if it is for trading virtual assets.
8. So long as there is any indebtedness on Client's part, Ever-Long Securities shall be entitled at any time, and from time to time, refuse any withdrawal of any or all the money and/or Securities in the Client's Account and the Client shall not, without the prior consent of Ever-Long Securities be entitled to withdraw any money and/or Securities in part or in whole from the Client's Account.
9. The Client shall from time to time or on demand from Ever-Long Securities, make payments of deposits or margin in money, Securities and/or other collateral in such amount and in such form and within such time as may be specified by Ever-Long Securities as Ever-Long Securities in its absolute discretion determines necessary to provide adequate security in respect of the Margin Facility. Any payments to be paid by the Client shall be made to a designated account of Ever-Long Securities before 10:00 a.m. on the due date in same day funds.
10. Any failure by Client to comply with Clause 9 of this Schedule I will constitute an act of default under the Conditions and the Margin Facility Terms and Ever-Long Securities shall, without prejudice to any other rights under the Conditions, the Margin Facility Terms or in law, have the right, and without notice or demand, to terminate the Margin Facility, close the Client's account(s), dispose of the Client's Securities, cancel the Client's open orders for the sale and purchase of the Client's Securities, and/or borrow or buy any Securities required for delivery in respect of any sale effected for the Client. The proceeds of such transactions will be applied to reduce the Client's indebtedness owing to Ever-Long Securities and/or Ever-Long's Group Companies and any outstanding indebtedness shall be immediately due and payable by the Client to Ever-Long Securities.
11. Notwithstanding Clauses 9 and 10 of this Schedule I, in the event that it is in the sole opinion of Ever-Long Securities that it is impracticable for Ever-Long Securities to make demand on the Client for additional collateral pursuant to Clause 9 of this Schedule I, Ever-Long Securities shall be deemed to have made such demand of additional collateral in such form and amount as Ever-Long Securities may determine necessary and such demand shall become immediately due and payable by the Client. The aforesaid

impracticality may be due to the following (without limitation) rapid changes or development involving prospective changes:

- (a) in the local, national or international monetary, financial, economic or political conditions or foreign exchange control which has resulted or is in the opinion of Ever-Long Securities likely to result in a material or adverse fluctuation in the stock market, currency market or market relevant to client' investment in Hong Kong and/or overseas; or
  - (b) which is or may be of a material adverse nature affecting the conditions of the Client or operations of the Margin Account.
12. The Client, as beneficial owner, hereby charge in favor of Ever-Long Securities by way of first floating charge (or fixed charge) all the Clients respective rights, title, benefits and interests in and to all Securities, money and other property which are now or which may at any time hereafter be deposited with, transferred or caused to be transferred to or held by Ever-Long Securities or Ever-Long's Group Companies or nominees, or transferred to or held by any other person in circumstances where Ever-Long or Ever-Long's Group Companies has any right, title or interest in respect of the same (in each case, whether for security, safe custody, collection or otherwise). These include without limitation, those Securities that may come into the possession, custody or control of Ever-Long Securities or Ever-Long's Group Companies from time to time for any purpose whatsoever (which may include any additional or substituted Securities and all dividends or interest paid or payable, rights, interest, money or property accruing or offering at any time by way of redemption, bonus, preference, option or otherwise on or in respect of any such Securities or additional or substituted Securities) (collectively called "Securities Collateral") as a continuing security ("Charge") for the payment and satisfaction on demand of all money and liabilities (absolute or contingent) and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by the Client to Ever-Long Securities or Ever-Long's Group Companies, or for which the Client may be or become liable to Ever-Long Securities or Ever-Long's Group Companies on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or form) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of Ever-Long Securities or Ever-Long's Group Companies.
13. The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to Ever-Long Securities and/or Ever-Long's Group Companies and notwithstanding the closing of any of the Client's accounts with Ever-Long Securities and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of money which shall for the time being constitute the balance due from the Client to Ever-Long Securities or Ever-Long's Group Companies on any account or otherwise.
14. The Client represents and warrants that the Securities Collateral are legally and beneficially owned by the Client, that the Client has the legal and equitable title to deposit the Securities with Ever-Long Securities or Ever-Long's Group Companies, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any option and any stocks, shares and other Securities comprised in the Securities Collateral are and will be fully paid up.
15. Upon irrevocable payment in full of all sums which may be or become payable under the Conditions and the full performance of the Client's obligations under the Margin Facility Terms under this Agreement, Ever-Long Securities will at the Client's request and expenses release to the Client all the rights, title and interests of Ever-Long Securities in the Securities Collateral and will give such instructions and directions as the Client may require in order to perfect such release.
16. Until the Charge becomes enforceable, (i) Ever-Long Securities shall have the right or liberty, without the need to give any notice or obtain any consent from the Client, to exercise voting rights and other rights relating to the collateral to protect the value of the Securities Collateral; and (ii) except otherwise provided in this Schedule I, the Client may direct the exercise of other rights attaching to, or connected with, the Securities Collateral, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice Ever-Long Securities 's rights in relation to the Securities Collateral.
17. The Client, by way of security, irrevocably appoints Ever-Long Securities to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Client by or pursuant to the Margin Facility Terms and generally for enabling Ever-Long Securities to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law, including (but without limitation):
  - (a) to execute any transfer or assurance in respect of any of the Securities Collateral;
  - (b) to perfect its title to any of the Securities Collateral;
  - (c) to ask, require, demand, receive, compound and give a good discharge for any and all money and claims for money due or to become due under or arising out of any of the Securities Collateral;
  - (d) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Securities Collateral; and
  - (e) to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.
18. The Client agrees that in the event of any sale pursuant to the Conditions or the Margin Facility Terms, any Securities Collateral will be sold or disposed of in the absolute discretion of Ever-Long Securities, and upon any sale by Ever-Long Securities, a declaration made by an officer of Ever-Long Securities that the power of sale has become exercisable shall be conclusive evidence of that fact in favor of any purchaser or other person deriving title to any of the Securities Collateral under the sale and no person dealing with Ever-Long Securities or its nominees shall be concerned to inquire into the circumstances of the sale. The Client hereby agrees to accept and be bound by such transactions.
19. The Client shall from time to time upon Ever-Long Securities request promptly and duly execute and deliver any and all such further

instruments and documents as Ever-Long Securities may deem necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.

20. Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by: -
- (a) any other security, guarantee or indemnity now or hereafter held by Ever-Long Securities or Ever-Long's Group Companies under or in respect of the Margin Facility Terms or any other liabilities.
  - (b) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);
  - (c) the enforcement or absence of enforcement or release by Ever-Long Securities or Ever-Long's Group Companies of any security, guarantee or indemnity or other document (including the Charge);
  - (d) any time, indulgence, waiver or consent given to the Client or any other person whether by Ever-Long Securities or Ever-Long's Group Companies;
  - (e) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by Ever-Long Securities or any other person;
  - (f) the insolvency, bankruptcy, death or insanity of the Client;
  - (g) any amalgamation, merger or reconstruction that may be effected by Ever-Long Securities with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of Ever-Long Securities to any other person;
  - (h) the existence of any claim, set-off or other right which the Client may have at any time against Ever-Long Securities or any other person;
  - (i) any arrangement or compromise entered into by Ever-Long Securities with the Client or any other person;
  - (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Margin Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
  - (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, any such release, settlement or discharge shall be deemed to be limited accordingly; or
  - (l) any other thing done or omitted or neglected to be done by Ever-Long Securities or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Clients' liabilities under the Margin Facility Terms.
21. In compliance with the provisions of the SFO and the relevant rules made thereunder, relevant Securities Collateral from time to time received and held on the Client's behalf in Hong Kong will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such Securities Collateral with an authorized financial institution, a custodian approved by SFC or another intermediary licensed for dealing in securities, or deposited in an account in the name of Ever-Long Securities or its associated entity (as defined in the SFO) with an authorized financial institution, a custodian approved by SFC or another intermediary licensed for dealing in securities, or registered in the Client's name or in the name of Ever-Long Securities or its associated entity (as defined in the SFO).
22. The Client further agrees that, with or without the Client's prior consent, Ever-Long Securities may deal with any of the Securities Collateral which are not Securities listed nor traded on the HKEx nor are interests in a collective investment scheme authorized by the SFC, in a manner that is consistent with applicable market requirements.
23. Without prejudice to any other right or remedy available to Ever-Long Securities under the Conditions, Margin Facility Terms or in laws, the Client specifically and irrevocably authorize and agree that Ever-Long Securities shall entitled, whenever it considers necessary or desirable and without notice or demand, to terminate the Margin Facility, close the Client's Account(s), dispose of the Client's Securities, cancel the Client's open orders for the sale and purchase of the Client's Securities and/or borrow or buy any Securities required for delivery in respect of any sale effected for the Client. The proceeds of such transactions shall be applied in reduction of the Client's indebtedness owing to Ever-Long Securities and/or Ever-Long's Group Companies and any outstanding indebtedness shall become immediately due and repayable by the Client to Ever-Long Securities.
24. Without prejudice to any other right or remedy available to Ever-Long Securities and subject to the provisions of the SFO, if Securities Collateral is deposited with Ever-Long Securities by the Client to facilitate the provision of financial accommodation by Ever-Long Securities, the Client specifically authorizes and agrees that Ever-Long Securities may (a) deposit the relevant Securities Collateral with an authorized financial institution as collateral for financial accommodation provided to Ever-Long Securities; or (b) apply any of the Client's Securities Collateral pursuant to a securities borrowing and lending agreement; or (c) deposit any of the Client's Securities Collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in Securities, as collateral for the discharge and satisfaction of Ever-Long Securities's settlement obligations and liabilities. Such authority shall remain in force for a period of 12 months from the date when the Client's account is first approved by Ever-Long Securities to conduct margin trading unless the Client gives not less than five business day's prior written notice to Ever-Long Securities to revoke the same at any time, provided that no such revocation shall be effective if there is any outstanding liability owing by the Client to

Ever-Long Securities or any associated entity (as defined in the SFO) of Ever-Long Securities. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO.

25. The Client acknowledges that by granting a standing authority referred to in Clause 24 hereof, Ever-Long Securities shall have the right to pool the Client's Securities and deposit them as collateral for loans and advances. A third party may have right to the Client's Securities which Ever-Long Securities must satisfy before returning the Securities to the Client. This may increase the risk of the Client's Securities, which the Client is prepared to accept. Ever-Long Securities shall remain liable to the Client for the return of equivalent Securities to the Client free from encumbrances after full repayment of all outstanding loans under the Margin Facility by the Client.
26. The Margin Facility will be terminated upon the occurrence of any one or more of the following events: -
  - (a) the withdrawal of the Client's authorization to Ever-Long Securities as contained in or provided under Clause 24 of this Schedule I; or;
  - (b) the non-renewal of such authorization in favor of Ever-Long Securities upon its expiry or when called upon to do so; or
  - (c) any termination in accordance with Clause 18 of the Conditions, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Margin Facility.

Upon termination of the Margin Facility, any outstanding indebtedness by the Client shall forthwith be repaid to Ever-Long Securities.

27. Repayment of all or any part of the loan amounts owed to Ever-Long Securities will not by itself constitute cancellation or termination of the Margin Facility Terms.

## SCHEDULE II TERMS FOR ON-LINE TRADING

The following terms and conditions applicable to any Account(s), which Client applies and is allowed to use and access the on-line trading services provided by Ever-Long. If applicable, this Schedule II forms an integral part this Agreement and is supplemented by and should be read jointly with other parts of this Agreement.

### 1. Definitions

In this Schedule II for on-line trading, the following expressions shall have the following meanings:

**“Content”** includes without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Services;

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

**“Fee”** means any fee (including fee for any basic services and fees for any optional services, where applicable) which is payable upon Ever-Long’s demand associated with the Client’s use of and/or access to the Services together with such other third party charges, access fees and other fees and charges as may be charged by Ever-Long from time to time, for the Client’s use and/or access to the Services by using the Login ID and Password;

**“Login ID and Password”** means any unique personal identifiers issued by Ever-Long to the Client for gaining access to the Online Trading Services;

**“Online Trading Services”** means the on-line services (including any basic service and optional services) provided by Ever-Long which allow the Client to give Instructions and/or obtain Information and/or any similar or other market data services which the Client wishes or is allowed to access or receive via the internet, the World Wide Web, the phone and/or other electronic communication channel; and

**“Sources”** means all Content suppliers including but not limited to SEHK and any other exchanges and specialist data providers whose Content is contained within the Online Trading Services.

2. Ever-Long may provide Client with online trading facilities and services which include but is not necessarily limited to online trading, and the Services are provided subject to the provisions of this Agreement and other terms and conditions to be specified by Ever-Long from time to time and any applicable laws and regulations. To use the Online Trading Services, Client will be provided with one Login ID and Password to gain access to the Online Trading Services for identification as a Client.
3. When using the Online Trading Services, Client warrants that Client is the only authorized user of Client’s Login ID and Password and also undertakes to use Client’s Login ID and Password with caution and shall be responsible for all Instructions placed and all Transactions conducted with the use of Client’s Login ID and Password.
4. The Client agrees to use its best endeavors to maintain the security and integrity of all requests, orders or Instructions.
5. Client will not attempt to tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, or gain unauthorized access to, the Online Trading Services.
6. Client undertakes to report immediately any loss, unauthorized disclosure or misuse of Client’s Login ID and Passwords to Ever-Long in writing or by such other means as Ever-Long may in its discretion accept and agree that neither Ever-Long nor any of its officers, employees or agents shall incur any liability in connection therewith. Client acknowledges and agrees that Client shall be liable for all losses and damages incurred or suffered by Ever-Long in respect of any use of Client’s Login ID and Passwords, whether or not authorized by Client.
7. Unless otherwise agreed by Ever-Long, Ever-Long is not obliged to execute Client’s Instructions until there is sufficient cleared funds or Securities or assets in Client’s account to settle Client’s transactions.
8. The Online Trading Services provide Client with an additional means to place Instructions to Ever-Long or gain access to information relating to the Client’s account. Client may also do so by calling one of Ever-Long’s Account Executive directly. If Client experiences any problems in reaching Ever-Long through the Online Trading Services, Client may use other methods to communicate with Ever-Long and inform Ever-Long of the difficulty Client is experiencing.
9. The Client agrees to review every order before placing it. Client acknowledges and agrees that it may not be possible to change or cancel any Instructions given through the internet or other electronic media and agree to exercise caution before placing orders. Client makes to change or cancel an order is simply a “request” to change or to cancel. Client also acknowledges and agrees that whilst Ever-Long will use its reasonable efforts to process such request, Ever-Long will not be liable for any inability to change or cancel the Client’s order. Client should consider the possible risks inherent in the giving of orders or Instructions by phone, internet or other electric media. Such Instructions or orders may be duplicated by order by phone and by internet or other electric media. Ever-Long has no responsibility for the occurrence of any such circumstance or for any action, claim, loss, damage, or cost by phone and by internet or other electric media in duplication.

10. Ever-Long may (but is not obliged to) monitor and/or record any of Client's Instructions or orders given through the Electronic Trading Services or other telephone conversations with Ever-Long. Client agrees to accept any such recording (or a transcript thereof) as final and conclusive evidence of the contents and nature of the relevant orders, the Instructions given in the telephone conversations are binding on Client. Client further agrees that such recordings shall be admissible in court as evidence to the extent permitted by the applicable law.
11. Ever-Long will be deemed not to have received Client's Instructions or executed Client's orders unless and until the Client is in receipt of Ever-Long's message acknowledging receipt or confirming execution of Client's orders. Client agrees to immediately notify Ever-Long if Client does not receive Ever-Long's message acknowledging receipt of the Instruction or its execution; or receive any messages in respect of Transactions which Client did not instruct; or Client become aware of any unauthorized use of Client's Login ID and Password.
12. Ever-Long may provide financial market data, quotes, news, research or other information, including graphic images (collectively, "Information"), through the website. The rights in the Information are the property of Ever-Long, its information providers or its licensors and are protected by applicable copyright and other intellectual property laws. The Information may not be tampered with, decompiled, modified, reverse engineered, copied, transmitted, disseminated, sold, distributed, published, broadcast, circulated, stored for subsequent use or commercially exploited in any manner without the prior written consent of Ever-Long.
13. The Online Trading Services may provide, for informational purposes only, data about Securities, commodities, derivatives, mutual funds or other investment products 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 products. Whilst Ever-Long believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the Information provided. No recommendation or endorsement from Ever-Long shall be inferred from such data.
14. The Information is provided for information purposes only and should not be used as a basis for making business decisions or otherwise be regarded as investment advice or a recommendation to buy or sell or otherwise invest in any particular investments or Securities. The Information and any related advice received via the Ever-Long website should not be relied upon without consulting primary sources of Information and obtaining specific professional advice. Ever-Long and its information providers accept no liability for any loss or damage arising directly or indirectly from action taken, or not taken, in reliance on the Information. In particular, no warranty is given that economic reporting Information, materials or data is accurate, reliable or up to date.
15. Client accepts the risks of receiving or gaining access to Online Trading Services through and communication and conducting Transactions over the internet or other electronic means or facilities.
16. Client agrees that Ever-Long shall not be responsible for any damages to the Client's computer, software, modem, telephone or other property resulting from Client using the Online Trading Services.
17. Ever-Long may, at its absolute discretion and at any time, add, amend or remove, without prior notice to Client, the presentation, substance or functionality of any Content.
18. Without prejudice to any other provisions in this Agreement, all notices and other communications from Ever-Long to Client under this Agreement may be sent through any Electronic Media, including without limitation by posting on the website or by electronic mail or other electronic transmission to the electronic mail address provided to Ever-Long at the time of opening an Account or as subsequently notified to Ever-Long in writing from time to time. Client is deemed to have received any such notice or other communication upon a successful transmission message being obtained if sent by electronic mail or other electronic transmission. Ever-Long will incur no liability for any loss or damage suffered as a result of Client not having received any such notice or communication.
19. Client acknowledges and agrees that Ever-Long is entitled at all times to (i) immediately suspend, prohibit, restrict or terminate the Client's access to or receipt of the Online Trading Services and to trade without giving notice to Client. The suspension, prohibition, restriction or termination of access or closing of the Online Trading Services will not affect the rights and/or obligation of either party incurred prior to the time of the suspension, prohibition, restriction or termination of the access of Online Trading Services or closing of the on-line trading account; and (ii) amend the Fees or introduce new fees or amend any of the terms and conditions of this Agreement which amendments shall be notified to the Client by posting them on-line or via post or electronic mail and which shall take effect at any date specified by Ever-Long .
20. Client expressly acknowledges and agrees that the Online Trading Services is provided on an 'as is' and/or 'as available' basis and that its use of its Content is at its sole risk. Neither Ever-Long nor the Sources make any warranty of any kind whatsoever (save for those expressly stated in this Schedule II) relating to the Online Trading Services including any content furnished through the Online Trading Services, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use. Ever-Long and the Sources do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any delays, inaccuracies, insufficiencies, incompleteness or omissions.
21. Neither Ever-Long nor its officers, employees, agents, the Sources shall be liable to Client or anyone Ever-Long Securities for any direct, indirect, consequential or incidental loss, costs or damages, nor any special or punitive damages, or injury caused in whole or in part by Ever-Long's or the Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event will Ever-Long or its officers, employees, agents, the Sources be liable to Client for any direct, consequential, incidental, special or punitive damages, including any lost profits or lost savings, or for any third party claim of any nature whatsoever for whatever reason related to the Online Trading Services or its use or inability to use, loss of data, delay or wrong communication or transmission, closure of or suspension of trading on any relevant stock exchange or fraudulent use or theft of mobile phones or accounts or Login ID and Password.
22. The Client agrees that neither Ever-Long, nor its officers, employees, agents, the Sources shall be liable for any loss or damages

resulting from a cause over which Ever-Long and/or the Sources do not have control, including but not limited to any governmental restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, incompatibility of computer hardware or software, failure or unavailability of internet access, problems with internet services providers or other equipment or services relating to the Client's or Ever-Long's computer system, power failure, problem with data transmission facilities, unauthorized access, theft, fire, war, strikes, civil disorders, acts or threatened acts of terrorism, natural disasters or labour disputes.

23. Ever-Long shall not be liable for any transmission error or execution delays in providing Online Trading Services to the Client save where such is due to its gross negligence or willful default.
24. Client undertakes to indemnify Ever-Long and the Sources, their respective officers, employees and agents, and holds Ever-Long and the Sources, their respective servants and agents, harmless against all claims, liabilities, losses, damages, cost and expenses, including, without limitation, legal fees and costs arising out of or incurred as the result of any claims made, or litigation brought, against Ever-Long and the Sources, their respective officers, employees and agents, as a result of the use by Client of the Content or part thereof or breach of this Agreement.

## SCHEDULE III – RISK DISCLOSURE STATEMENT

### RISK OF SECURITIES TRADING

1. Investment involves risk. The prices of Securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling Securities. Past performance is no indication of future results, and values fluctuate.

### 2. RISK OF TRADING GEMSTOCKS

- (a) GEM stocks involve a high investment risk, in particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.
- (b) 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.
- (c) Client should seek independent professional advice if Client is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

### 3. RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by Ever-Long 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, such Client assets may not enjoy the same protection as that conferred on Client assets received or held in Hong Kong.

### 4. RISK OF PROVIDING AN AUTHORITY TO REPLEDGE CLIENT'S SECURITIES COLLATERAL ETC.

- (a) There is risk if Client provides Ever-Long with an authority that allows Ever-Long to apply Client's Securities or Securities Collateral pursuant to securities borrowing and lending agreement, repledge Client's Securities Collateral for financial accommodation or deposit Client's Securities Collateral as collateral for the discharge and satisfaction of Client's settlement obligations and liabilities.
- (b) If Client's Securities or Securities Collateral are received or held by Ever-Long in Hong Kong, the above arrangement is allowed only if Client consents in writing. Moreover, unless Client is a professional investor, Client's authority must specify the period for which it is current and be limited to not more than 12 months. If Client is a professional investor, these restrictions do not apply.
- (c) Additionally, Client's authority may be deemed to be renewed (i.e. without Client's written consent) if Ever-Long issue Client a reminder at least 14 days prior to the expiry of the authority, and Client does not object to such deemed renewal before the expiry date of Client's then existing authority.
- (d) Client is not required by any law to sign these authorities. But an authority may be required by Ever-Long, for example, to facilitate margin lending to the Client or to allow Client Securities or Securities Collateral to be lent to or deposited as collateral with third parties. Ever-Long should explain to Client the purposes for which one of these authorities is to be used.
- (e) If Client signs one of these authorize and Client's Securities or Securities Collateral are lent to or deposited with third parties, those third parties will have a lien or charge on Client's Securities or Securities Collateral. Although Ever-Long is responsible to Client for Securities or Securities Collateral lent or deposited under Client's authority, a default by Ever-Long could result in the loss of Client's Securities or Securities Collateral.
- (f) A Cash Account does not involve securities borrowing, and lending is available from most licensed or registered persons. If Client does not require margin facilities or does not wish Client's Securities or Securities Collateral be lent or pledged, he should not sign the above authority and should request to open Cash Account instead.

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

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

### 6. RISK OF MARGIN TRADING

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

## **7. RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED**

The Securities under the Nasdaq-Amex Pilot Program (“PP”) are aimed at sophisticated investors. Client should consult the licensed or registered person and become familiarized with the PP before trading in the PP securities. 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 SEHK.

## **8. RISK ASSOCIATED WITH ELECTRONIC COMMUNICATION**

Client understands that the internet or other electronic, communication system, due to unpredictable traffic congestion and other reasons, may not be a reliable medium of communication and that such unreliability is beyond the control of Ever-Long. This may give rise to situations including delays in transmission and receipt of Client Instructions or other information, delays in execution or execution of Client Instructions at prices different from those prevailing at the time Client Instructions were given, misunderstanding and errors in any communication between Client and Ever-Long and so on. Whilst Ever-Long will take every possible step to safeguard its systems, client information, accounts and assets held for the benefit of its clients, Client accepts the risk of conducting transactions via electronic communication systems.

## **9. RISK OF GIVING INSTRUCTIONS BY FACSIMILE**

Client should consider the possible risks inherent while giving of Instructions by facsimile. Non-original signatures on the facsimile may be forged and instructions given by facsimile may be transmitted to wrong numbers, or may never reach Ever-Long, or may thereby become known to third parties, thus Instructions given may lose their confidential nature. Ever-Long is not responsible for the occurrence of any such circumstances or for any action, claim, loss, damage, or costs due to giving Instructions by facsimile.

## **10. RISK OF THE TERMS AND CONDITIONS OF CONTRACTS**

Client should ask Ever-Long about the terms and conditions of each Securities which Client is trading and associated obligations (e.g. the circumstances under which Client may become obliged to make or take delivery of the underlying interest of each Securities). Under certain circumstances, the specifications of outstanding securities may be modified by the Exchange or the listed companies to reflect changes in the underlying interest.

## **11. RISK ON COMMISSION AND OTHER CHARGES**

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

## **12. RISK ON TRANSACTIONS IN OTHER JURISDICTIONS**

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before Client trades Client should enquire about any rules relevant to Client’s Transactions. The local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where Client’s Transactions have been effected. Client should ask Ever-Long for details about the types of redress available in both the home jurisdiction and other relevant jurisdictions before Client starts to trade.

## **13. RISK ON OFF-EXCHANGE TRANSACTIONS**

In some jurisdictions, and only then in restricted circumstances, Ever-Long is permitted to effect off-exchange transactions. Ever-Long may be acting as Client’s counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reason, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before Client undertakes such Transactions, Client should familiarize yourselves with applicable rules and attendant risks.

## **14. CURRENCY RISKS**

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

## **15. SPECIFIC RISK OF INVESTING IN STRUCTURED PRODUCT LISTED IN STOCK EXCHANGE OF HONG KONG LIMITED (“HKEx”)**

- (a) Structured products carry a high degree of risk. The risk of loss in trading structured products can be substantial. Prospective investor/Client should have prior knowledge of, or experience in trading in structured products. The investor/Client should carefully consider whether such trading is suitable in the light of the investor/Client’s own financial position and investment objectives.
- (b) Issuer default risk  
In the event that a structured product issuer becomes insolvent and defaults on their listed securities, the investor/Client will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. The investor/Client should therefore pay close attention to the financial strength and credit worthiness of structured product issuers.
- (c) Uncollateralised product risk  
Uncollateralised structured products are not asset backed. In the event of issuer’s liquidation, the investor/Client can lose his entire investment. The investor/Client should read the listing documents to determine if a product is uncollateralised.

- (d) **Gearing risk**  
Structured products such as derivative warrants and callable bull/bear contracts (“CBBCs”) are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. The investor/Client should be aware that the value of a structured product may fall to zero resulting in a total loss of the initial investment.
- (e) **Expiry considerations**  
Structured products have an expiry date after which the issue may become worthless. The investor/Client should be aware of the expiry item horizon and choose a product with an appropriate lifespan for their trading strategy.
- (f) **Extraordinary price movements**  
The price of a structured product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.
- (g) **Foreign Exchange risk**  
The investor/Client trading structured products with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the structured product price.
- (h) **Liquidity risk**  
The HKEx requires all structured product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfil its role, the investor/Client may not be able to buy or sell the product until a new liquidity provider has been assigned.

#### Some Additional Risks Involved in Trading Derivative Warrants

- (i) **Time decay risk**  
All things being equal, the value of a derivative warrant will decay over time as it approaches its expiry date. Derivative warrants should therefore not be viewed as long term investments.
- (j) **Volatility risk**  
Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. The investor/Client should be aware of the underlying asset volatility.

#### Some Additional Risks Involved in Trading CBBCs

- (k) **Mandatory call risk**  
The investor/Client trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. The investor/Client will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. The investor/Client should also note that the residual value can be zero.
- (l) **Funding costs**  
The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, the investor/Client will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

### **16. SPECIFIC RISK OF INVESTING IN EXCHANGE TRADED FUNDS (ETFs)**

- (a) **Market risk**  
ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. The investor/Client must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.
- (b) **Tracking errors**  
Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager’s replication strategy.
- (c) **Trading at discount or premium**  
An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.
- (d) **Foreign Exchange risk**  
The investor/Client trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price.

- (e) **Liquidity risk**  
Securities Market Makers (SMMs) are exchange participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfil their role, the investor/Client may not be able to buy or sell the product.
- (f) **Counterparty risk involved in ETFs with different replication strategies**
- (i) **Full replication and representative sampling strategies**
- An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.
- (ii) **Synthetic replication strategies**
- ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:
- Swap-based ETFs**
- Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.
  - Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honour their contractual commitments.
- Derivative embedded ETFs**
- ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.
  - Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.
- (g) Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

## 17. RISK RELATING TO RIGHTS ISSUE

For exercising and trading of the right issue, Clients have to pay attention to the deadline and other timelines. Rights issues that are not exercised will have no value upon expiry. But if Clients decide to let the rights lapse, then Clients will not need to take any action unless Clients want to sell the rights in the market. In that case, the rights must be sold during the specified trading period within the subscription period, after which they will become worthless. If Clients pass up the rights, the shareholding in the expanded capital of the company will be diluted.

## 18. SPECIFIC RISK OF INVESTING IN OVERSEAS ISSUERS

### **Risks Relating to Investing in Overseas Issuers**

- (a) An overseas issuer is subject to a different set of corporate laws governing its affairs including duration, organisation structure, governing bodies and their powers, shares transfer, shareholders rights, shareholders' dispute resolutions.
- (b) It may be difficult for local shareholders/investor of an overseas issuer to enforce their shareholder rights against the issuer or its directors due to complications arising from cross-border access to evidence, legal services, court assistance or the incremental costs related to those services.
- (c) Hong Kong regulators may not have extra-territorial investigation and enforcement jurisdiction. Instead, reliance has to be placed on the overseas regulatory regimes to enforce against any corporate governance breaches committed by their subject.
- (d) If an overseas issuer's principal operations and assets are outside its place of incorporation or Hong Kong, they may be subject to other laws, standards, restrictions and risks that significantly differ from those in Hong Kong.

### **Additional Risks Relating to Investing in Secondary Listed Issuers**

- (e) Secondary listed issuers are primarily regulated by another stock exchange and financial regulator and are often granted extensive Listing Rules waivers. **They do not conform to the Listing Rules in their entirety.** Because of the different characteristics of overseas and Hong Kong securities markets, fluctuations in the price of Securities are more likely.

### **Additional Risks Relating to Investing in Hong Kong Depository Receipts ("HDR") Issuers**

- (f) The Hong Kong Depository Receipts ("HDR") framework is an alternative facility for issuers, in particular overseas issuers, to list on the HKEx. There are no changes to the listing regime. An issuer seeking to list in Hong Kong through HDRs will have to comply with generally the same requirements as an issuer of shares, except for the modifications in Chapter 19B of the Main Board Rules. However, HDRs are not shares and therefore do not attract the same legal consequences as those of

shares. The HDR Depository's obligations are set out in a deposit agreement.

- (g) HDR holders do not have rights of shareholders and must rely on the HDR Depository to exercise on their behalf the rights of a shareholder.
- (h) HDR holders need to pay for the fees and expenses charged by the HDR Depository for services rendered.

## **19. RISKS OF TRADING RENMINBI SECURITIES OR INVESTMENT IN RENMINBI PRODUCT**

- (a) **Currency risks**

The exchange rate of renminbi may be rise or fall. If the Client who holds a local currency other than renminbi will be exposed to currency risk if the Client invests in a renminbi products. It is because renminbi is subject to conversion restrictions and foreign exchange control mechanism. The Client may have to convert the local currency into renminbi when the Client invests in a renminbi product. When the Client redeem/sell the Client's investment, the Client may also need to convert the renminbi received upon redemption/ sale of the Client's investment product into the local currency (even if redemptions/ sale proceeds are paid in renminbi). During these processes, the Client will incur currency conversion costs and you will also be exposed to currency risk.
- (b) **Possibility of not receiving renminbi upon redemption/ sale of renminbi investments**

The Client should always understand the nature and terms of a product and read the offering documents carefully before investing to find out whether the Client will actually receive renminbi when client redeems/ sells the renminbi products. Even if the product aims to deliver renminbi, it may not be able to pay the Client in renminbi if the product has to sell non-renminbi-denominated investments to meet the Client's redemption/ sale request, and encounters conversion restriction when converting the proceeds in non-renminbi currencies into renminbi. On the other hand, even if the investments are denominated in renminbi, there may not be sufficient renminbi to satisfy the redemption/sale requests due to the repatriation or other controls on renminbi. As a result, the investor/Client may not receive renminbi when the Client redeems/sells Client's investments.
- (c) **Interest rate risks**

The Mainland China 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 affect the return and performance of the Renminbi products.
- (d) **Liquidity risk**

Renminbi products are subject to liquidity risk as there may not be regular trading or an active secondary market. Some renminbi product is subject to lock-up period or heavy penalty or charges for early surrender or termination of the product. Therefore, the Client may not be able to sell the investment in the product on a timely basis, or the Client may have to sell the product at a deep discount to its value.
- (e) **Investment / market risk**

Like any investments, renminbi products are subject to investment risk and may not be principal protected i.e. the assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product. This means that the Client may suffer a loss even if renminbi appreciates.
- (f) **Long term commitment to investment products**

For Renminbi products invested 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 may adversely affect the performance of the Renminbi product and result in substantial loss.
- (g) **Issuer / counterparty risk**

Renminbi products are subject to the credit and insolvency risks of their issuers. Furthermore, as renminbi product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the renminbi products and result in substantial losses.

## **20. RISKS OF INVESTING IN DERIVATIVE PRODUCTS (INCLUDING BUT NOT LIMITED TO EQUITY LINKED NOTES / INSTRUMENT)**

### **General risk for investing in structured product**

- (a) Derivative products often involve a high degree of gearing, so that a relatively small movement in the price of the underlying securities results in a disproportionately large movement in the price of the derivative products. The values of derivative products are not fixed, but fluctuate with the market, which may be influenced by many factors, including changes in the economic and/or political environment. The prices of derivative products can therefore be volatile.
- (b) Derivative products are imbedded with options. Transactions in options carry a high degree of risk. The risk of loss in trading options can be substantial. Prospective investor should have prior knowledge of, or experience in option markets. The investor/Client should carefully consider whether such trading is suitable in the light of the investor/Client's own financial position and investment objectives.
- (c) The investor/Client should not buy a derivative product unless the investor/Client is prepared to sustain a total loss of the money the investor/Client have invested plus any commission or other transaction charges.
- (d) While derivative products are unexercised and if their underlying securities are suspended from trading on the HKEx or any other relevant stock exchange, they may be suspended from trading for a similar period of time as their underlying securities.

- (e) Depending on the structure of a particular derivative product, the investor/Client may be obligated to accept delivery or make delivery (as the case may be) of the underlying securities if the conversion price is triggered or pursuant to the terms and conditions of the relevant agreement, contract or confirmation of the subject transaction. Depending on the market conditions, the investor/Client may be obligated to accept delivery of the underlying securities at a price which is above the market price such securities or to make delivery of the underlying securities at a price which is below the market price of such securities and losses may occur resulting from such actions which can be substantial. The loss resulting from investing such derivative product can be over and above the initial amount invested to a substantial extent.
- (f) If there is an extraordinary event or an adjustment event such a stock split, issue of bonus shares or other unexpected event that change the number, value or weighting of issued shares of the underlying stock, the counter-party/calculation agent may adjust the contract terms, at its sole discretion, to reflect the new market conditions. This may include unwinding the contract. The investor/Client should seek independent advice from professional parties in the event of such extraordinary events or adjustments.
- (g) Early termination prior to maturity is possible subject to the terms and conditions governing the derivation product and prevailing market terms and conditions.
- (h) The value of the derivative products may be reduced due to any downgrades by rating agencies such as Moody's Investors Inc. or Standard & Poor's Rating Services.
- (i) The investor/Client should ensure that this purchase of a particular derivative product is lawful under the laws of the jurisdiction of its incorporation / domicile and the jurisdiction in which it operates (if different), and that such purchase will not contravene any law, regulation or regulatory policy applicable to it.
- (j) For derivative products (and non-listed financial instruments in general), in particular in "combined" or "structured" transactions, the absence of a "market" or "common" reference price may make it impossible for Ever-Long to provide the precise value of the transaction. Therefore, the investor/Client should be aware that the price indications by Ever-Long are always based on the latest available market prices of the underlying instrument or have arrived from sources believed to be reliable. Consequently, price indications might only reflect historic prices and may not reflect the final proceedings where the transaction is terminated or assigned immediately, if this is possible at all. Ever-Long does not make any representation as to the accuracy or completeness of price indications for any transactions and does not accept liability for any losses arising from the use thereof.
- (k) Structured products are formed by combining two or more financial instruments and may include one or more derivative products. Structured products may carry a high degree of risk and may not be suitable for many members of the public, as the risks associated with the financial instruments or derivative products may be interconnected. As such, the extent of loss due to market movements can be substantial. Prior to engaging in structured product transactions, the structured investor/Client should understand the inherent risks involved. In particular, the various risks associated with each financial instrument or derivative product should be evaluated separately as well as taking the structured product as a whole. Each structured product has its own risk profile and given the unlimited number of possible combinations. It is not possible to detail in this Risk Disclosure Statement all the risks which may arise in any particular case. The investor/Client should note that with structured products, buyers can only assert their rights against the issuer. Hence, particular attention needs to be paid to issuer risk. The investor/Client should therefore be aware that a total loss of his investment is possible if the issuer should default.
- (l) Because the prices and characteristics of over-the-counter derivative products are individually negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. Ever-Long consequently cannot and does not warrant that its prices or the prices it secures for the investor/Client are or will any time be the best price available to the investor/Client. Ever-Long may make a profit from a transaction with the investor/Client no matter what result the transaction has from the investor/Client's point of view.
- (m) Equity-linked instruments ("ELI") carries a high degree of risk. ELIs are products combining notes/deposits with stock options which may allow a bull, bear or strangle (i.e. trading range) bet. The return component of ELI is based on the performance of a single equity security, a basket of equity securities, or an equity index. ELI may come in different forms: equity-linked notes, equity-linked deposits and equity-linked contracts. The investor/Client acknowledges and agrees that while the maximum return on investment is usually limited to a predetermined amount of cash, an investor/Client stands to potentially lose up to the entire investment amount if the underlying share price moves substantially against the investor's view. The investor/Client should be able to understand the risks he is bearing before investing in ELIs.
- (n) The prices of the underlying securities of derivative products fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. Accordingly, it is as likely that loss will be incurred rather than profit made as a result of buying or selling derivative products. In particular, for some derivative products such as accumulators, depending on market conditions, an investor/Client may be obligated to accept delivery of the underlying securities at a price which is above the market price of such securities and loss may occur resulting from such action which can be substantial. Similarly, for some derivative products such as decumulators, an investor/Client may be obligated to make delivery of the underlying securities at a price which is below the market price of such securities and loss may occur resulting from such action which can be substantial. The loss resulting from investing in such derivative products can be over and above the initial amounts invested to a substantial extent.

#### **Liquidity risk**

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

## **21. RISKS OF SECURITIES TRADING THROUGH SHANGHAI-HONG KONG STOCK CONNECT/ SHENZHEN-HONG KONG STOCK CONNECT**

The below is only an overview of some of the risks related to Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect.

- (a) **Not protected by Investor Compensation Fund**  
Investors should note that any trading under Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect will not be covered by Hong Kong's Investor Compensation Fund (the "Investor Compensation Fund").
- (b) **Quotas used up**  
When the respective aggregate quota balance for northbound and southbound trading is less than the daily quota, the corresponding buy orders will be suspended on the next trading day (sell orders will still be accepted) until the aggregate quota balance returns to the daily quota level. Once the daily quota is used up, acceptance of the corresponding buy orders will also be immediately suspended and no further buy orders will be accepted for the remainder of the day. Buy orders which have been accepted will not be affected by the using up of the daily quota, while sell orders will be continued to be accepted. Depending on the aggregate quota balance situation, buying services will be resumed on the following trading day.
- (c) **Trading day**  
Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock 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 market but Hong Kong investors cannot carry out any A-share trading. Investors should take note of the days Shanghai-Hong Kong Stock Connect/ Shenzhen-Hong Kong Stock 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 Shanghai-Hong Kong Stock Connect / and Shenzhen-Hong Kong Stock Connect is not trading.
- (d) **Restrictions on selling imposed by front-end monitoring**  
For investors who usually keep their A-shares outside of their brokers, if they want to sell certain A-shares they hold, they must transfer those A-shares to the respective accounts of their brokers before the market opens on the day of selling ("T day"). If they fail to meet this deadline, they will not be able to sell those A-shares on T day.
- (e) **The recalling of eligible stocks**  
When a stock is recalled from the scope of eligible stocks for trading via Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect for above-mentioned reasons, the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of investors. Investors should therefore pay close attention to the list of eligible stocks as provided and renewed from time to time by SSE/SZSE and HKEx.
- (f) **Currency risks**  
Hong Kong and overseas investor who holds a local currency other than RMB will be exposed to currency risk if he/she invests in a RMB product due to the need for the conversion of the local currency into RMB. During the conversion, you will also incur currency conversion costs. Even if the price of the RMB asset remains the same when you purchase it and when you redeem / sell it, you will still incur a loss when you convert the redemption / sale proceeds into local currency if RMB has depreciated.
- (g) **Transaction costs**  
In addition to paying trading fees and stamp duties in connection with trading of A-shares, the Client carrying out Northbound Trading via Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect should also take note of any new portfolio fees, dividend tax and tax concerned with income arising from stock transfers, which may be levied by the relevant authorities.
- (h) **Mainland China's laws and regulations, foreign shareholding restrictions and disclosure obligations**  
Under Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect, A-share listed companies and trading thereof are subject to the laws and regulations and disclosure obligations of the A-share market. Any changes in relevant laws or regulations may affect share prices. The Client should also take note of the foreign shareholding restrictions and disclosure obligations applicable to A-shares. The Client may be subject to restrictions on trading and retention of proceeds as a result of his interests and shareholdings in A-shares. The Client himself is responsible for compliance with the requirements of all relevant notifications, reports and disclosure of interests.

## 22. RISKS OF BONDS TRADING

- (a) **General Risks of trading bonds:**  
The Client fully understands that bonds are not bank deposits, they are not endorsed or guaranteed by, and do not constitute any obligation of Ever-Long.

The Client has been invited to read the key product risks and the terms set out in relevant offering documents (if applicable) and to ask questions and take independent advice if he so wishes. The Client fully understands the product features and associated risks and that the key product risks provided are not a full list of risk disclosures. The above documents are provided in a language of the Client's choice (English or Chinese) and he agrees to the contents and terms as set out in such documents. The Client hereby declares that he is fully responsible for bearing the risk of loss involved in investing in the bond(s).

The Client confirms that any decision to purchase/sell the bond(s) is based on his independent judgment and information independently obtained by himself.

The Client fully understands that the offering documents (if applicable) are not intended to provide, and must not be relied upon for, tax, legal or accounting advice, a credit or other evaluation of the bonds nor as assurance or guarantee as to the

expected return (if any) of the bond(s); prospective investors should consult their tax, legal, accounting, investment, financial and/or other advisors.

- (b) Issuer default risk: There is a risk that the issuer may fail to pay investors the interest or principal as scheduled.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Risk of providing authority to hold mail or to direct mail to third parties: If the Client provides Ever-Long 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.
- (i) Instructions Outside Hong Kong: If the Client gives any Instruction to Ever-Long 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.

**DISCLAIMERS**

**(Please refer to disclaimer and risk disclosure statement specific to the product provided by your account executive)**

**SCHEDULE IV**  
**(temporarily unavailable)**

**SCHEDULE V**  
**Dealing in Taiwan Securities Market**

1. The Client accepted Ever-Long Securities in relation to the client money with respect of dealing in Taiwan listed shares (the “Taiwan Securities”) to be received or held outside Hong Kong (the “Monies”).
2. The Monies held or received by Ever-Long Securities (including any interest derived from the holding of the money which does not belong to Ever-Long Securities) in one or more segregated account(s) on my/our behalf.
3. The Client authorizes Ever-Long Securities to, in its sole discretion and without any prior notice to, or any authority from, me/us:-
  1. to pay/transfer any sum of the Monies to any overseas broker(s) and/or overseas clearing house(s) and their successors and assigns for the purpose of trading or meeting of my/our settlement obligations under dealing in the Taiwan Securities; and/or
  2. to transfer any sum of the Monies interchangeably between any of the segregated account(s) opened and maintained by Ever-Long Securities in Hong Kong and the segregated account(s) opened and maintained by Ever-Long Securities with any overseas broker(s) and/or overseas clearing (s) outside Hong Kong for honoring my/our settlement obligations with respect to trade in the Taiwan Securities; and/or
  3. to enter into foreign exchange contracts necessary to facilitate the purchase the Taiwan Securities or for meeting the settlement obligations under the Taiwan Securities trade on or before the day when funds are required to be converted into such other currencies for payment at market rates and in accordance with Ever-Long Securities’ prevailing practice. The conversion can be made at any time as conclusively determined by Ever-Long Securities.
4. The Client hereby agrees to indemnify, and to keep indemnified, Ever-Long Securities from and against any losses, liabilities, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which Ever-Long Securities may incur, suffer and/or sustain as a consequence of any transaction undertaken in accordance with this Standing Authority.

## **SCHEDULE VI**

### **Monthly Stocks Plan**

1. "Monthly Stocks Plan" is only available to the Securities Cash Account of Ever-Long Securities.
2. The Client(s) can choose 1 or 2 listed stock(s) for minimum monthly contribution HK\$5,000 and 2 or 4 listed stock(s) for minimum monthly contribution HK\$10,000 in the "Monthly Stocks Plan". The contribution cycle should not be less than 12 months.
3. The Client can choose the stock(s) from the list of "Designated Stocks of Monthly Stock Plan" or other listed stock(s) after consulting with Ever-Long Securities.
4. Monthly Contribution:
  - a. The Client(s) should pay the monthly contribution amounts prescribed by Ever-Long Securities. The "Payment Date" is 1:00 PM of the 5th day of each month. Payment should be deposited to our designated bank account of Ever-Long Securities for the contribution before Payment Date (if the day is a non-trading day, it will be postponed to next trading day for the contribution). The Client(s) should deposit the bank cheque before three settlement days in advance (if using the bank cheque). Otherwise, interest and administrative fee will be charged on the Client for late payment and such interest and administrative fee will be directly made to the account of the Client.
  - b. If acquisition of stock under the Monthly Stocks Plan cannot be executed due to the typhoons, rainstorms, stock suspension or other reasons, the "Payment Date" will be postponed to the next trading day.
  - c. The deadline for all delayed "Payment Day" is the 15th day of each month. For any reason (such as suspensions of company announced by HKEx) that no deposits can be made before 15th day of a month, the "Payment Date" of that month will be cancelled.
5. Buying or Selling:
  - a. The Client(s) is required to complete the Application Form – "Monthly Stocks Plan" and contribute at least HK\$5,000 for the first monthly contribution. Your account executive will buy the listed stocks in the trading days of following week after your monthly contribution.
  - b. The Client(s) can sell all the stocks through the phone at the time determined by him.
  - c. The Client(s) should pay the handling fees for the buying or selling including the brokerage commission, government stamp duty, transaction levy and exchange fees.
  - d. The Client(s) will be charged for the remaining brokerage commission in the minimum period of 12 months if he/ they terminate(s) or exit(s) the Monthly Stocks Plan before the expiry of the minimum contribution period of 12 months.
  - e. The price of odd lot share may be different from the market price.
6. The Client(s) must bear the relevant fees and any arrears if the contributions is not made by him/ them on time.
7. If the payment is insufficient to buy all the stocks at the same time for a certain month, Ever-Long Securities is entitled to select the stocks to buy under the Monthly Stocks Plan. The order for purchase of the remaining stocks will not be executed. If the monthly payment plan cannot be processed due to insufficient payment, the service charge will not be refunded.
8. The Client(s) must deposit all the funds required for the rights issue if there are right issues in the share, otherwise Ever-Long Securities will not exercise the right issues for the Client(s).
9. The list of "Monthly Stocks Designated Stocks" subject to announcement on the website of Ever-Long Securities on the day of application and will be adjusted as the market conditions change.
10. The Clients can visit the website of Ever-Long Securities or contact Ever-Long Securities by telephone for enquiries of the changes of the terms and conditions of the Monthly Stocks Plan.
11. Risk Disclosure:
  1. The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities. The Client(s) should seek advice from an independent financial adviser before making any investment, financial decision or purchasing any product.
  2. The Client(s) shall read the Agreement and the attached Schedule III "Risk Disclosure Statement" to further understand the risks of product.

12. The monthly stocks plan will be terminated upon occurrence of any of the following events:
  1. Written notice by Ever-Long Securities or the Client(s);
  2. Delisted stock due to acquisition, privatization or other reasons;
  3. Account is suspended;
  4. Cancellation of the account by the Client.

## SCHEDULE VII

[Repealed]

**SCHEDULE VIII**  
**Circular Relating To The Personal Data (Privacy) Ordinance (the "PDPO")**

1. From time to time, it is necessary for Client to supply Ever-Long with Client's personal data and/or a copy of Client identification documents in connection with the opening or continuation of accounts with Ever-Long or provision of services relating to securities investment by Ever-Long.
2. Failure to supply such data may result in Ever-Long being unable to open and provide or continue to provide financial or advisory services to Client.
3. Client's personal data are collected from Clients in the ordinary course of the continuation of the business relationship on an ongoing basis.
4. The purposes for which personal data supplied by Client may be used are as follows:-
  - (a) carrying out daily operation of the Services provided to Client;
  - (b) conducting credit checks;
  - (c) assisting other financial institutions to conduct credit checks;
  - (d) ensuring ongoing credit worthiness of Client;
  - (e) designing services relating to securities investment, or related products for Clients' use;
  - (f) marketing services relating to securities investment, or related products;
  - (g) determining the amount of indebtedness owed to or by Client;
  - (h) collecting amounts outstanding from Clients and those providing security for Clients' obligation;
  - (i) meeting the requirements to make disclosure under the requirements of any rule, regulation or law binding on Ever-Long; and
  - (j) any other purposes relating to the above.
5. Personal data of Client held by Ever-Long will be kept confidential but Ever-Long may provide such information to: -
  - (a) any agents, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to Ever-Long in connection with the operation of its business;
  - (b) any other branch of Ever-Long or any related companies in connection with the promotion or provision of products or services that our group may render;
  - (c) any other person under a duty of confidentiality to Ever-Long including Ever-Long's Group Companies which has undertaken to keep such information confidential;
  - (d) any financial institution and their respective associates with which Client has or proposes to have dealings; and
  - (e) any actual or proposed assignee of Ever-Long or participant or sub-participant or transferee of Ever-Long's right in respect of Client.
6. Use of Personal Data in Direct Marketing

Ever-Long intends to use personal data of Client in direct marketing and may not so use the data unless it has received Client's consent (which includes an indication of no objection) to the intended use. Please note that:

  - (a) the name, contact details (telephone number, fax number, email address and address), products and services portfolio information, transaction pattern and behaviour, financial background and demographic data which are held by Ever-Long from time to time may be used in direct marketing;
  - (b) the following classes of services, products and subjects may be marketed:
    - (i) securities, investment, financial, credit and related services and products; and
    - (ii) reward, incentive or promotional programs and related services and products;
  - (c) the above services, products and subjects may be provided by Ever-Long or Ever-Long's Group Companies; and
  - (d) in addition to marketing the above services, products and subjects by itself, Ever-Long also intends to provide the data described in paragraph 6(a) above to Ever-Long's Group Companies for use by them in marketing those services, products and subjects, and Ever-Long may not so provide the data unless it has received Client's (being an individual) written consent (which includes an indication of no objection) to the intended provision.

If Client (being an individual) does not wish Ever-Long to use or provide to other persons his/her data for use in direct marketing as described above, Client may exercise his/her opt-out right by notifying Ever-Long through the channel specified in paragraph 9

below.

7. Under and in accordance with the terms of the PDPO any individual: -
  - (a) has the right to check whether Ever-Long hold data about him and the right of access to such data;
  - (b) has the right to require Ever-Long to correct any data relating to him which is inaccurate;
  - (c) has the right to ascertain Ever-Long's policies and practices in relation to data and to be informed of the kind of personal data held by Ever-Long's.
8. In accordance with the terms of the PDPO, Ever-Long have the right to charge a reasonable fee for the processing of any data access request.
9. The person to whom requests for : (i) access to data or correction of data for information regarding policies and practices and kinds of data held; and (ii) exercising his/her opt-out right in relation to direct marketing, are to be addressed as follows: -

Ever-Long's Group Data Protection Officer

Address: Suites 301-303, 3/F, 12 Taikoo Wan Road, Taikoo Shing, Quarry Bay, Hong Kong

Telephone: 2815-3522

Fax: 2581-0638

Email Address: [compliance@everlong.com](mailto:compliance@everlong.com)

## SCHEDULE VIII

### **Client Consent under the Hong Kong Investor Identification Regime (“HKIDR”) and Over-the-Counter Securities Transaction Reporting Regime (“OTCR”)**

1. You acknowledge and agree that we, Ever-Long Securities Company Limited, may collect, store, process, use, disclose and transfer personal data relating to you (including your client identification data (“CID”) and Broker-to-Client Assigned Number(s) (“BCAN(s)”) as required for us to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (“SEHK”) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (“SFC”) in effect from time to time. Without limiting the foregoing, this includes –
  - (a) disclosing and transferring your 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 your 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 your 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 or regulatory requirements.
  - (d) providing BCAN to Hong Kong Securities Clearing Company Limited (HKSCC) 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.”
2. You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent. Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

## **SCHEDULE IX**

### **Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standard (“CRS”) Policies**

Under Foreign Account Tax Compliance Act (“FATCA”), financial institutions in Hong Kong are required to report certain information of their clients to tax and/or other governmental authorities and withhold on clients’ U.S. source Fixed, Determinable, Annual, or Periodical income in certain circumstances. Hong Kong has also passed local legislation to implement the Common Reporting Standard (“CRS”) under which financial institutions must report certain information with respect to tax residency of their clients to the Hong Kong government authority (e.g. Hong Kong Inland Revenue Department), which may be shared with certain offshore government authorities.

For compliance of the regulatory requirement in relation to FATCA, CRS and other related regulations, Ever-Long implemented the terms and conditions of this Schedule IX to govern the relevant rights and obligations between the clients and Ever-Long.

#### **1. Privacy Waiver**

- (a) The Client hereby irrevocably authorises Ever-Long to disclose and/or submit such information provided by the Client, including without limitation to personal/institutional information, to the competent regulatory or government authority in the relevant jurisdiction(s) (including without limitation to U.S. Internal Revenue Service, U.S. Department of the Treasury and the Hong Kong Inland Revenue Department) for the purpose of compliance of the requirements under FATCA, CRS and other related laws, regulations, codes and rules.
- (b) The Client further acknowledges that Ever-Long may not notify the Client such disclosure or submission as required by the applicable laws or regulations, and agrees that it will not require Ever-Long to make such notification to the Client before or after the disclosure or submission of the information to the relevant authorities.

#### **2. Further Assurance for Provision of Information**

- (a) The Client undertakes that it will promptly provide Ever-Long such information, including without limitation to the personal/institutional information in the Client Information Statement and the relevant account opening forms designated by Ever-Long from time to time and the relevant tax forms completed by the Client, for the purpose of compliance of the requirements under FATCA, CRS and other related laws, regulations, codes and rules.
- (b) The Client shall ensure that the information provided to Ever-Long under section 2(a) shall always be true, complete and accurate without misleading in all material aspects.
- (c) The Client further undertakes that it will promptly (in any event, within 30 days) notify Ever-Long whenever any information provided to Ever-Long under section 2(a) is changed or becomes untrue, incomplete, inaccurate or misleading and provide Ever-Long the necessary updated information.
- (d) Upon Ever-Long’s request, the Client shall promptly (in any event, within 30 days) provide Ever-Long such additional or substitute certificates and forms and other documentary evidences, including without limitation to the self-certification, substitute tax forms of expired tax forms (if any), the Client’s written nationality statement, certificate of loss of U.S. nationality and privacy waivers.
- (e) The Client acknowledges and agrees that failing to provide Ever-Long information as required under this Section 2 will entitle Ever-Long to change the FATCA or CRS status of the Client’s account based on information available to Ever-Long, suspend the trading activities under the Client’s account, withhold the assets in the Client’s account, close the Client’s account, or sell the assets in the account to produce with holdable payments at Ever-Long’s sole and absolute discretion.
- (f) Ever-Long will keep and use the Client’s personal/institutional data in compliance with the Personal Data (Privacy) Ordinance and other applicable data privacy policy.

#### **3. Withholding Authorisation**

The Client hereby authorises Ever-Long to withhold any part of or all assets in the Client’s Account (in cash or other forms) or sell the assets in the account to produce with holdable payments if, at Ever-Long’s sole and absolute discretion:

- (a) the Client does not provide Ever-Long with the information or documents requested in a timely manner or if any information or documents provided are not up-to-date, accurate or complete such that Ever-Long is unable to ensure its ongoing compliance or adherence with the requirements under FATCA;
- (b) the FATCA status of the Client is identified as recalcitrant or non-participating foreign financial institutions;
- (c) there is no reliable evidence to treat the Client as exempted from withholding requirement under FATCA or other relevant regulations;
- (d) the withholding is required by competent regulatory or government authorities in the relevant jurisdiction; or
- (e) the withholding is otherwise necessary or appropriate for the compliance of the requirements under FATCA and other related laws, regulations, codes and rules.

#### **4. Indemnification**

- (a) The Client hereby agrees to hold Ever-Long and its directors, officers, employees and agents (the “Indemnified Persons”) indemnified against all losses, liabilities, costs, claims, actions, demands or expenses (including but not limited to, all reasonable costs, charges and expenses incurred in disputing or defending any of the foregoing) which the Indemnified Persons may incur or which may be made against the Indemnified Persons arising out of, or in relation to or in connection with:
  - (i) any breach or alleged breach of the terms and conditions hereunder, whether by act or omission, of the Client; and,
  - (ii) any non-compliance of FATCA, CRS or any other applicable laws, regulations, codes, and orders in relation to the Client and/or the Client’s account, except where such loss or damages arise from wilful default, fraud or negligence of the Indemnified Persons.
- (b) The Client undertakes to assist Ever-Long in any proceeding or investigation arising in any matter out of or in connection with the compliance with the requirements under FATCA, CRS and other applicable laws, regulations, codes, and orders. In such case, Ever-Long will notify the Client when Ever-Long becomes aware of such proceedings, unless prohibited by applicable laws and regulations.
- (c) If any payment to be made by the Client to the Indemnified Persons under the clauses hereunder is subject to deduction or withholding tax, the sum payable by the Client in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Indemnified Persons receive on the due date and retain (free from any liability in respect of such deduction, withholding or payment) a net sum equal to what the Indemnified Persons would have received if no such deduction, withholding or payment been made or required to be made.
- (d) The Client shall continue to be bound by the provisions of this Schedule IX despite the Client ceasing to be an Accountholder or the termination of any account.

#### **5. Incorporation with the Agreement**

- (a) This Schedule IX shall be deemed to be incorporated as a part of the Agreement in relation to the Client’s Account and subject to amendments made by Ever-Long from time to time at Ever-Long’s sole and absolute discretion. In case of conflict or inconsistency between the Agreement and this Schedule IX, the terms of this Schedule IX shall prevail.
- (b) Unless otherwise defined, capitalized terms in this Schedule IX shall have the same meaning as defined under the Agreement in relation to the Client’s Account.

#### **6. Language**

- (a) This Schedule IX is prepared in both English and Chinese. If there is any conflict or inconsistency, the English version shall prevail.

## Schedule X

### Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect Market

This Schedule X sets out terms governing the trading and related supporting services provided by Ever-Long Securities in connection with the securities trading and clearing links programmes for the establishment of mutual stock market access between Mainland China and Hong Kong, namely Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect (collectively referred to as the “China-HK Stock Connect”), jointly announced by the SFC and the China Securities Regulatory Commission (the “China-HK Stock Connect Services”).

1. Client who uses Ever-Long Securities’ China-HK Stock Connect Services shall be deemed to accept and agree to be bound by all the terms in this Schedule X and accept all risks associated with trading/clearing through the use of such services (including but not limited to the risks set out in the attached Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect Risk Disclosure Statement and other risks concerned in northbound trading, prohibition of trading securities listed on the Shanghai Stock Exchange (“SSE”) or the Shenzhen Stock Exchange (“SZSE”) (collectively the “SSE/SZSE-Securities”), being liable or responsible for breaching the respective listing rules and other rules of SSE and SZSE and other applicable laws and regulations).
2. Client shall comply, and be solely responsible of complying, with all laws, rules and regulations as well as all requirements, restrictions and requests of regulatory or governmental bodies, tax authorities, to the SEHK, SSE, SZSE, the respective subsidiaries and affiliates of SEHK, SSE and SZSE, China Securities Depository and Clearing Corporation Limited (ChinaClear), the SFC, the China Securities Regulatory Commission, the State Administration of Foreign Exchange of the PRC and the State Administration of Taxation of the PRC) (each a “Market Authority” and collectively, the “Market Authorities”) as may be applicable from time to time (“Market Requirements”) to the China-HK Stock Connect Services and trading/clearing through the use of such services. For further information about the market Requirements, Client may refer to the information published from time to time on the Market Authorities. However, EVER-Long Securities does not represent that such information is up-to-date, accurate or complete, nor undertakes to update it from time to time.
3. In particular, the Client shall be fully aware of and comply with all Market Requirements in the Mainland China in relation to short-swing profits, prohibition of conducting off-exchange transactions/transfers and manual trades, shareholding restrictions and disclosure obligations including but not limited to the following in respect of A shares listed on SSE/SZSE (subject to change without any notice from Ever-Long Securities):
  - (i) requirement for an investor to disclose interest held or controlled by it in a Mainland China listed company within three working days of its interest reaching 5% of the issued shares of such listed company and not to buy or sell the shares of that company within such three-day period, and the requirement to disclose any change in its shareholding and to comply with the related trading restrictions; and
  - (ii) the 10% single foreign investor’s shareholding limit (10% of the total issued shares of a Mainland China listed company) and the 30% aggregate foreign investors’ shareholding limit (30% of the total issued share capital of a Mainland China listed company) applicable to Hong Kong and/or overseas investors and the related forced-sale arrangement.

In order to ensure compliance with the applicable shareholding restrictions, the Client shall comply with the forced-sale arrangement that Ever-Long Securities may put in place in respect of securities of Clients from time to time. In the event where the Client breaches any shareholding restriction, Ever-Long Securities and its agent shall have the right to force-sell any of the Client’s securities upon receiving force-sale notification from SEHK.

4. The Client acknowledges that unless otherwise permitted under the Market Requirements, the SSE/SZSE-Securities purchased on a trading day cannot be sold on the same day and the Client shall have sufficient SSE/SZSE-Securities in its account with Ever-Long Securities before commencement of trading on a trading day if the Client intends to sell the SSE/SZSE-Securities during a trade day unless otherwise permitted under the applicable Market Requirements. The Client is prohibited from naked short selling in SSE/SZSE-Securities.
5. Where the Client conducts margin trading, stock borrowing and lending and/or short-selling activities through the use of the China-HK Stock Connect Services, the Client shall be fully aware of the restrictions, requirements and conditions applicable to such activities. In particular, the Client acknowledges that trading services for such activities may be suspended, restricted or ceased in circumstances stipulated by the Market Requirements (such as when volumes of trading activities exceeds the thresholds prescribed by the Market Requirements or any abnormal trading activities have or are suspected to have taken place) and that margin trading and short-selling activities may only be conducted in respect of eligible SSE/SZSE-Securities. The Client may refer to the lists of eligible SSE/SZSE-Securities published on the website of HKEx from time to time.
6. The Client acknowledges that SEHK, SSE, SZSE and their respective subsidiaries and affiliates have power not to extend their services relating to the China-HK Stock Connect Services in circumstances stipulated by the Market Requirements (such as upon contravention of any Market Requirement or abnormal trading conduct committed by any of the Client, Ever-Long Securities and/or its agents) and Ever-Long Securities may refuse to accept instructions from or cease to provide all or part of the China-HK Stock Connect Services to the Client in Ever-Long Securities’s absolute discretion without any prior notice.
7. The Client agrees that Ever-Long Securities and its agents may take or refrain from taking such actions whether in the Client’s name or otherwise in Ever-Long Securities’s absolute discretion without any prior notice (including but not limited to taking any action for a forced-sale of the relevant securities, cancelling, limiting, restricting or rejecting any Client’s order, order cancellation request or other instruction and suspending, restricting or ceasing to provide all or part of the China-HK Stock Connect Services) (i) so as to ensure or facilitate compliance with the Market Requirements (such as when SEHK, at SSE’s request, requires the Client’s order to be rejected) and to avoid or mitigate any losses that may be incurred or suffered by Ever-Long Securities and its agents in so ensuring or facilitating compliance with the Market Requirements; (ii) if the Client breaches any Market Requirement or term of this Schedule X; or (iii) upon the happening of any contingency or force majeure event beyond the reasonable control of Ever-Long Securities or its agents (such as hoisting or Typhoon Signal No. 8 in Hong Kong or when SEHK loses all its communication lines with SSE or SZSE). Upon the happening of any of the aforesaid events, the Client shall still bear the settlement obligations if the Client’s orders

are matched and executed.

8. The Client agrees that for the purposes of carrying out the Client's orders or exercising any of Ever-Long Securities's rights under this Schedule X or under any of the Client's accounts with Ever-Long Securities, Ever-Long Securities may, at any time in its sole and absolute discretion and without any obligation, convert any amount in any currency in any account(s) of the Client or standing to the Client's credit to any other currency, and any exchange rate losses and the costs of conversion shall be borne by the Client.
9. The Client acknowledges that any Market Authorities (including but not limited to SSE, SZSE, SEHK and their respective subsidiaries and affiliates) may have powers to carry out any checking of the Client's records and any investigation in respect of any breach or suspected breach of any Market Requirements and agrees that Ever-Long Securities and/or its agents and SEHK may, in accordance with the request made by any Market Authority, (i) provide relevant information and materials (including but not limited to information, identities and personal data regarding the Client, the Client's Accounts and other persons (legal or otherwise) who are ultimately responsible for originating the instruction in relation to a transaction and stand to gain the commercial or economic benefit of the transaction and/or bear its commercial or economic risk and information regarding their orders and transactions); and (ii) provide assistance and issue warnings to the Client to facilitate any checking, investigation, surveillance or compliance with the Market Requirements. Without prejudice to the generality of the foregoing, (a) Ever-Long Securities and/or its agents may forward the Client's identity to SEHK which may on-forward to SSE and/or SZSE for surveillance and investigation purposes; (b) if the rules of SSE or SZSE are breached, or the disclosure and other obligations referred to in the listing rules or other rules of SSE or SZSE are breached, SSE or SZSE has the power to carry out an investigation, and may, through SEHK, require Ever-Long Securities and/or its agents to provide relevant information and materials and to assist in its investigation; and (c) SSE and SZSE may, through SEHK, make requests for warning statements (verbal or written) to be issued to the Client and for northbound trading services not to be extended to the Client.
10. The Client agrees that personal data relating to or provided by the Client may be used and transferred outside of Hong Kong in accordance with Ever-Long Securities's Personal Information Collection Statement and the Client undertakes and represents that it shall obtain all necessary consents from the individuals concerned for the said use and transfer and comply with the Personal Data (Privacy) Ordinance.
11. The Client acknowledges that HKEx, SEHK, SSE, SZSE and their respective subsidiaries, affiliates, directors, employees and agents shall not be responsible or held liable for any loss, damage or liability directly or indirectly suffered or incurred by Ever-Long Securities, its agents, the Client or any other parties arising from or in connection with northbound trading, trading or clearing system provided by any Market Authority (including but not limited to the China Stock Connect System), any Market Authority making, amending or enforcing any Market Requirements, any action taken by any Market Authority in discharge of its supervisory or regulatory obligations or functions or any other trading/clearing activities through the use of the China-HK Stock Connect Services. The Client further agrees that Ever-Long Securities and its agents shall not be responsible or held liable for any such loss, damage or liability suffered or incurred or incurred by the Client.
12. The Client agrees and acknowledges that the Client is permitted to trade shares that are listed on the ChiNext Board of SZSE / SSE STAR Market only if meets the investor eligibility criteria stipulated under relevant Market Requirements. Subject to the Market Requirements that may be changed from time to time, an eligible ChiNext / STAR investor is an **institutional professional investor** (as defined as a person falling under paragraphs (a) to (i) of the definition of "professional investors" in section 1 of Part 1 of Schedule 1 to the SFO (Chapter 571 of the Laws of Hong Kong) or any other type of eligible investor as may be permitted by relevant Market Authorities or Market Requirements from time to time to trade ChiNext / STAR shares ("Eligible ChiNext / STAR Investor"). Before the Client trades any ChiNext / STAR shares, the Client shall ensure that the Client is an Eligible ChiNext / STAR Investor and if the Client is an intermediary placing orders to Ever-Long Securities on behalf of its underlying customers, the Client shall ensure that each of such underlying customers who trade such ChiNext / STAR shares is also an Eligible ChiNext / STAR Investor. Any non-compliance with such eligibility requirements would constitute a breach of the relevant Market Requirements and entitle (but does not oblige) Ever-Long Securities and its agents to require the Client and relevant underlying customers (if any to unwind positions of ChiNext / STAR shares as soon as possible without any compensation or liability. SEHK takes any breaches of the Market Requirements seriously and will review and follow up on each incident. Follow-up actions may include issuing warning letters, conducting further enquiries, commencing investigations and reporting the matters to other Market Authorities. Stocks traded on SZSE's ChiNext Market and SSE's STAR Market are subject to a  $\pm 20\%$  price limit (including ST and \*ST stocks, as applicable) based on the previous closing price.
13. According to the Implementation Measures for Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect of SSE and SZSE respectively with effect from 25 July 2022, Mainland investors would be prohibited from buying or selling China Connect Securities through Northbound Trading under Stock Connect. Mainland investors include: (a) individuals that possess Mainland ID documents, including the Mainland Resident's Household Register ("Hukou", 境內居民戶口簿), Resident Identity Card (居民身份證), Passport of the People's Republic of China (中華人民共和國護照), and the Exit/ Entry Permit for Travelling to and from Hong Kong and Macao (往來港澳通行證); (b) holders of a joint account if one of the holders is considered as Mainland 配股 investor under (a); and (c) corporate or unincorporated entities which are registered in the Mainland.
14. The Client agrees to fully indemnify Ever-Long Securities and its agents against all losses, damages, liabilities, costs, expenses, actions, investigations and proceedings (whether actual or potential) incurred or suffered by any of Ever-Long Securities and its agents directly or indirectly arising from any breach of any Market Requirement or any provision of this Schedule X on the part of the Client.
15. Either the Client or Ever-Long Securities may terminate the Client's use of the China-HK Stock Connect Services by giving at least seven days' prior notice to the other party.
16. The terms in this Schedule X are in addition to and form part of the terms and conditions governing the account relationship between the Client and Ever-Long Securities and in the event of any discrepancy in relation to the subject matter of this Schedule X, the terms in this Schedule X shall prevail.

## Schedule XI Wealth Management

1. The Client hereby appoints Ever-Long Capital Management to act as financial investment consultant, and authorizes it to perform the following:
  - (a) To provide opinion and recommendations to the Client, such as unit trusts and mutual funds and other matters in relation to personal financial planning.
  - (b) To act as the Client's agent and assist the Client to place deals for subscription/redemption/switching of funds on Client's behalf, and forward the subscription cheque (payable to respective product provider), and necessary registration document forms to respective fund management companies.
  - (c) To receive commission from the fund management companies as resulted from the execution of subscription and switching deals on the Client's behalf.

(collectively, the "Services of Wealth Management")
2. All Instructions and resulting transactions executed on the Client's behalf under this Wealth Management Account shall be subject to the Terms and Conditions set out in this Schedule XI and in the Agreement (where relevant), Risk Disclosure Statement, notice on Personal Data (Privacy) Ordinance, Client Information Statement, or other schedules or appendices issued by Ever-Long Capital Management, as may be amended from time to time.
3. All Instructions and resulting transactions executed on the Client's behalf under the Wealth Management Account by Ever-Long Capital Management, are subject to the relevant provisions of all relevant regulations of the SFC and the laws of Hong Kong from time to time.
4. The Client agrees that any unit, share or interest in any unit trust, investment or mutual fund or any other products ("the **Scheme**") to be purchased, sold or switched upon the Client's instructions shall be deemed to be effected pursuant to and shall be governed by the relevant explanatory memorandum, prospectus, terms and conditions and constitutional documents applicable to the Scheme.
5. The Client shall be deemed to have read and accepted all the terms and conditions governing such **Scheme** prior to placing any order with Ever-Long Capital Management or giving any instructions to Ever-Long Capital Management, whether by telephone, fax or by post.
6. The Client shall familiarize himself with and where applicable, take advice on the laws and regulations applicable to the subscription, holding and realization of the Client's investments in respect of the Client's Wealth Management Account in the place of the Client's residence, citizenship or domicile or place of business.
7. The Client hereby acknowledges that the Client will be responsible to Ever-Long Capital Management for any loss, costs, fees and expenses in connection with the Client's failure to meet the Client's obligations by the due settlement dates as described in the respective explanatory memorandum, prospectus and constitutional documents on the **Scheme**.
8. The Client hereby agrees that the Client shall keep Ever-Long Capital Management fully indemnified on demand against all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against Ever-Long Capital Management or suffered or incurred by Ever-Long Capital Management arising directly or indirectly in connection with any of the Client's instructions and/or information provided and/or breach of warranties and/or undertakings and/or arising directly or indirectly in connection with Ever-Long Capital Management accepting and/or relying on and/or failing to act on any telephone, fax or postal instructions given by the Client on the Client's behalf.
9. The Client hereby represents and warrants that if the Wealth Management Account is opened on the Client's behalf, the Client will submit to Ever-Long Capital Management the necessary information which the relevant **Scheme** and/or its distributor may require to verify the Client's identity and Ever-Long Capital Management are duly authorized to submit those documents for and on the Client's behalf.
10. The Client agrees to indemnify Ever-Long Capital Management on demand and holds Ever-Long Capital Management harmless, the relevant **Scheme** and its distributor and their affiliates in relation to any losses or expenses incurred as a result of any of Ever-Long Capital Management acting pursuant to these terms and conditions, including without limitation, any liability Ever-Long Capital Management may incur in respect of or arising from any undertakings or obligations Ever-Long Capital Management may provide to any **Scheme** or its distributor for the acquisition or disposal on the Client's behalf of any unit trusts investments or mutual funds or any other products.
11. All financial analysis regarding Client's life protection, injury/sickness income protection, retirement plan, children's education fund and wealth management, etc, are for Client reference only which shall not form any invitation for investments. All data in the analysis will be an estimate and be based on the information provided by the Client. The completeness and accuracy of such analysis shall not be guaranteed. This analysis aims to provide the Client a rough estimation on their personal financial needs by a simple calculation. The Client should not rely merely on this analysis to make the Client's investment decision. The Client should seek independent professional advice if the Client is uncertain of or have not understood the nature and risks involved in any investment.
12. The Client acknowledges that all relevant investment plan(s) has/have been provided and contents of which including any service charging scale provided individually are understood. The Client further acknowledges that all investment plan(s) is/are made in accordance with Client's individual determination and risk acceptance level.