

Magusta Securities Limited

Securities Cash Trading

Client Account Agreement

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SECURITIES CASH TRADING AGREEMENT

THIS AGREEMENT is made on the date stated in the “Client Account Agreement” or “Account Opening Form“ BETWEEN the Client (whose name, address and details are set out in the Client Account Agreement or Account Opening Form) and Magusta Securities Limited (CE Number : AAE133) of Hong Kong (hereinafter referred to as “MAGUSTA”).

Whereas:

- (A) “MAGUSTA” registered with the Securities and Futures Commission (“SFC”) as a licensed corporation (CE Number: AAE133) for Type 1 regulated activity and an exchange participant of The Stock Exchange of Hong Kong Limited (“SEHK”).
- (B) The Client wishes to appoint MAGUSTA as his broker and dealer in the purchase and sale of Securities (hereinafter defined) from time to time and wishes to open and maintain one or more Cash Account(s) (hereinafter defined) with MAGUSTA pursuant to which MAGUSTA shall purchase and sell Securities as agent on behalf of the Client.
- (C) MAGUSTA agrees that it will open and maintain such cash Account(s) and act for the Client in the purchase and sale of Securities subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. Interpretation

In this Agreement, unless the context requires otherwise:

“**Agreement**” means this Securities Cash Trading Agreement ;

“**Cash Account(s)**” means the cash trading account(s) which the Client established with MAGUSTA to govern the purchase and sale of Securities effected by MAGUSTA as agent of the Client ;

“**Securities**” means all kinds of instruments commonly known as securities including, but not limited to, shares, stocks, debentures, loan stocks, unit trusts, mutual funds, warrants, bonds or notes of, or issued by, any body, whether incorporated or unincorporated, or of any government or local government authority, and rights to and options in respect Securities, as MAGUSTA may at its absolute discretion from time to time offer to deal in ;

“**Securities and Futures Ordinance**” means the Securities and Futures Ordinance (Cap.571), with effective on 1 April 2003, of the laws of Hong Kong.

2. The Account

2.1 The Client confirms that the information provided in the “Client Information Statement” is complete and accurate. The Client will inform MAGUSTA of any changes to that information. MAGUSTA is authorized to conduct credit enquiries on the Client to verify the information provided.

2.2 MAGUSTA will keep information relating to the Client’s Account confidential, but may provide any such information to the SEHK, the SFC and other regulatory bodies and/or any other relevant Stock Exchange (the “Exchange”) to comply with their requirements or requests for information.

3. Laws and rules

3.1 All transactions in Securities which MAGUSTA effect on the Client’s instructions (“Transactions”) shall be effected in accordance with all laws, rules and regulatory directions applying to MAGUSTA. This includes the rules of the Exchange and of the Hong Kong Securities Clearing Company Limited and/or any other relevant clearing house (the “Clearing House”). All actions taken by MAGUSTA in accordance with such laws, rules and directions shall be binding on the Client.

3.2 In the event that MAGUSTA or MAGUSTA’s associated person commits a default in relation to securities listed or traded, or to be listed or traded, on a recognized stock market; and related assets of such securities and the Client thereby suffer a pecuniary loss, the Client acknowledge and accept that the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

3.3 For Transaction(s) which are effected in an exchange other than the recognized stock market, the Client acknowledge and accept that the valid claims in the event of any default on the part of MAGUSTA or MAGUSTA’s associated person will be subject to the rules of the relevant exchange.

4. Transactions

4.1 Unless MAGUSTA expressly indicate (in the contract note for the relevant Transactions or otherwise) that MAGUSTA is acting as principal. MAGUSTA will act as the Client’s agent in effecting Transactions.

4.2 The Client acknowledges that MAGUSTA may, subject to applicable laws and regulations, effect Transactions for the Client with or through an affiliate of MAGUSTA. MAGUSTA or such affiliate of MAGUSTA may, subject to applicable laws and regulations, have a material interest in the Transactions effected for the Client, in particular, MAGUSTA and/or its affiliate may:

- (a) effect Transactions with the Client as principal for MAGUSTA’s or such affiliate’s own account ;

- (b) effect Transactions in Securities where MAGUSTA or such affiliate has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise ; or
 - (c) match the Client orders with those of other Clients.
- 4.3 The Client shall notify MAGUSTA when a sale order relates to Securities which the Client do not own i.e. short selling.
- 4.4 On all Transactions, the Client will pay MAGUSTA commissions and charges, as well as applicable levies imposed by the SEHK from time to time, all applicable stamp duties, bank charges, fees, investor compensation fund levy and other expenses. MAGUSTA may deduct such commissions, charges, levies duties, fees, investor compensation fund levy and expenses from the Account.
- 4.5 Unless otherwise agreed, or, unless MAGUSTA is already holding cash or securities on the Client's behalf to settle the Transaction, the Client will
- pay MAGUSTA cleared funds or deliver to MAGUSTA Securities in deliverable form or
 - otherwise ensure that MAGUSTA have received such funds or securities
- by such time as MAGUSTA has notified the Client in relation to that Transaction. If the Client fails to do so, MAGUSTA may
- in the case of a purchase Transactions, sell the purchase securities and
 - in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction
- 4.6 MAGUSTA may elect in respect of all its Clients to set-off, on a Client-by-Client basis, any amount receivable from, and amount payable to, a Client where such amounts arise from the purchase and sale of securities by the Client on a cash-against delivery basis, and the Client agrees to:
- set-off such amounts against each other; and
 - dispose of securities held for the Client for the purpose of setting any of the amounts payable by the Client to the licensed corporation
- 4.7 The Client will be responsible to MAGUSTA any losses and expenses resulting from the Client's settlement failures.
- 4.8 MAGUSTA shall not be under any liability whatsoever to the Client for any loss or damage howsoever suffered or incurred by the Client which arises directly or indirectly from the performance by MAGUSTA of its obligations under this Agreement unless such loss or damage results proven to be directly caused by MAGUSTA's gross negligence or willful default.
- 4.9 The Client hereby irrevocably agrees to indemnify and keep indemnified MAGUSTA and its directors, officers, employees and agents (collectively, the "Indemnified Parties") against any and all actions, claims, liabilities, losses, damages, costs and expenses whatsoever which any Indemnified Party may suffer or incur or which may be instituted against any Indemnified Party, arising out of any act or omission of any Indemnified Party or otherwise in connection with this Agreement (unless due to the proven gross negligence or willful default of such Indemnified Party) or arising out of or otherwise connected with the breach by the Client of any of his obligations hereunder.
- 4.10 MAGUSTA may, in its reasonable discretion, delegate the performance of all or any part of its obligations hereunder to any affiliate of MAGUSTA and/or any other third party. MAGUSTA is hereby authorized to disclose such information of the Client to such third parties as MAGUSTA thinks fits for the purpose of such delegation. All reasonable expenses incurred by MAGUSTA and such third parties in connection with such delegation shall be for the account of the Client and may be deducted from the Cash Account at any time without prior notice to the Client.
- 4.11 The Client will pay interest on all overdue interest and all overdue balance owing to MAGUSTA (after as well as before any judgment), at such rate(s) as demanded by MAGUSTA 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 MAGUSTA, whichever is earlier.
- 4.12 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and MAGUSTA have to purchase securities to settle the Transaction, the Client shall not be responsible to MAGUSTA for the costs of such purchase.
- 4.13 The Client expressly acknowledges and agrees that MAGUSTA is not obliged to make or imply any representation or warranty as to the value, merit or suitability for the Client of any securities purchased by the Client.
- 4.14 The Client may from time to time instruct MAGUSTA to effect Transactions in securities for the Account, and MAGUSTA shall be entitled but not bound to act on such instructions.
- 4.15 The Client authorizes MAGUSTA to instruct overseas brokers and dealers to execute Transactions in overseas securities, and acknowledges that the terms and rules of business of such overseas brokers and dealers shall apply to such Transactions.
- 4.16 Unless otherwise specifically agreed between MAGUSTA and the Client, all instructions given by the Client for sale or purchase of Securities shall only be valid for the day for which such instructions are given and any instruction which remain unexecuted at the end of the official trading day of the relevant exchange for whatever reason beyond the reasonable control or anticipation of MAGUSTA shall be deemed to have been cancelled automatically.

5 Safekeeping of securities

- 5.1 Any securities which are held by MAGUSTA for safekeeping may, at MAGUSTA's Discretion:
- (in the case of registrable securities) be registered in the Client's name or in the name of MAGUSTA's nominee or
 - be deposited in safe custody in a designated account with MAGUSTA's authorized financial institutions or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.
- 5.2 Where securities are not registered in the Client's name, any dividends or other benefits arising in respect of such securities shall, when received by MAGUSTA, be credited to the Client's Account or paid or transferred to the Client, as agreed with MAGUSTA. Where the securities from part of a larger holding of identical securities held for MAGUSTA's Clients. The Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.

- 5.3 MAGUSTA confirms that it do not have the Client's written authority under Securities and Futures (Client Securities Rule) to:
- deposit any of the Client's securities with a banking institution as collateral for an advance or loan made to MAGUSTA, or with the Clearing House as collateral for the discharge of MAGUSTA's obligations under the clearing system ;
 - borrow or lend any of the Client's Securities or
 - otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities for any purpose.

6 Cash held for the Client

- 6.1 Any cash held for the Client, other than cash received by MAGUSTA in respect of Transactions and which is on-paid for settlement purposes or to the Client, shall be credited to a Client trust account maintained with a licensed bank as required by applicable laws from time to time.
- 6.2 Client agrees that MAGUSTA will be entitled to receive for Client's account benefit all sum derived by way of interest from the payment into and retention of
- All amounts in any trust account and
 - All amounts received for or on account of the Client for the purchase of securities in any trust account maintained by MAGUSTA under Section 149 of Securities and Futures Ordinance.

Client hereby expressly waives all rights, claim and entitlements to such interest.

- 6.3 MAGUSTA may, at any time by written notice give to the Client notwithstanding any settlement of account for other matter whatsoever, set-off or transfer any sum standing to the credit of any one or more of Client accounts including the Cash Account with MAGUSTA or any of its branch towards satisfaction of any of the Client's indebtedness, obligations or liabilities to MAGUSTA pursuant to this Agreement or in any other respect whatsoever, whether such indebtedness, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint and secured or unsecured. Where any such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by MAGUSTA to be applicable.

7 Client Identify Rule

If the Client effect transaction for the account of his Clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with his Clients, the Client hereby agrees that, in relation to a transaction where MAGUSTA has received an enquiry from the Exchange and/or the SFC ("The Regulators"), the following provisions shall apply.

- 7.1 Subject to as provided below, the Client shall, immediately upon request by MAGUSTA (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of his Client for whose account the transaction was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Regulators of the identity, address, occupation and contact details of any third party (if different from the Client / the ultimate beneficiary) who originated the transaction.
- 7.2 If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by MAGUSTA (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction.
- 7.3 If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform MAGUSTA when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by MAGUSTA (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.
- 7.4 If the Client is aware of that his Client is acting as intermediary for its underlying Client(s), and the Client does not know the identity, address, occupation and contact details of the underlying Client for whom the transaction was effected, the Client confirms that :-
- (a) the Client has arrangements in place with his Client which entitle him to obtain the information set out in paragraph (7.1), (7.2) and/or (7.3) above from his Client immediately upon request or procure that it be so obtained ; and
 - (b) the Client will, upon request from MAGUSTA in relation to a transaction, promptly request the information set out in paragraph (7.1), (7.2) and/or (7.3) above from his Client on whose instructions the transaction was effected, and provide the information to the Regulators as soon as received from his Client or procure that it be so provided.

8 Sale of or recommend financial product

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

* "Financial product" refers to any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance .

9 General

- 9.1 All securities held for the Client's Account shall be subject to a general lien in MAGUSTA's favour, for the performance of the Client's obligations to MAGUSTA arising in respect of dealing in securities for the Client.
- 9.2 If MAGUSTA fails to meet MAGUSTA's obligations to the Client under this Agreement, the Client shall have a right to claim under Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.
- 9.3 MAGUSTA will notify the Client of material changes in respect of its business which may affect the services MAGUSTA provided to the Client.
- 9.4 MAGUSTA may amend the terms of this Agreement by giving the Client not less than twenty-one days prior notice of the change in writing.

The Client is hereby reminded of his right to terminate this Agreement under Clause 9.5.

- 9.5 This Agreement shall continue in force unless either party hereto notifies the other party hereto by not less than one week's prior written notice of its intention to terminate this Agreement.
- 9.6 All notice or communication to the Client shall be sent, at the Client's risk, to the Client's address on the Account Opening Form, or such other address as the Client shall notify in writing from time to time and by such means as MAGUSTA shall reasonably determine. All such communications shall be deemed effective on the date two days (if local) or seven days (if international) after dispatch.
- 9.7 The Client acknowledges that telephone calls between the Client and MAGUSTA may be taped and that the tape may be used in evidence of the contents of the call.
- 9.8 MAGUSTA is subject to the Hong Kong Personal Data (Privacy) Ordinance, which regulates the use of personal data concerning individuals. An individual Client is entitled, by written request to MAGUSTA, to assess the personal data held about him/her and, if applicable, to correct any inaccuracies in that area.
- 9.9 Where the Client comprises more than one person, the agreements and liabilities of such person therein contained or implied are joint and several and, as the content may require, words and phrases herein denoting the singular include the plural. Any notice hereunder to any one such person shall be deemed effective notice to all such persons.
- 9.10 Joint Signatories
- (a) Where this Agreement is signed by or on behalf of a firm or otherwise by or on behalf of more than one person, any liability arising hereunder shall be deemed to be the joint and several liabilities of the partners in the firm or of such persons as aforesaid.
 - (b) If this Agreement is signed by or on behalf of more than one person (such persons being hereinafter referred to as the "Original Signatories") and any one or more of the Original Signatories is not bound by this Agreement (whether by reason of his or their lack of capacity or improper execution of this Agreement or for any other reason whatever), the remaining Original Signatory or Signatories shall continue to be bound by this Agreement as if such other Original Signatory or Signatories had never been a party hereto.
 - (c) Where this Agreement is signed by or on behalf of more than one person, on the death of any such person the interest of the deceased in any of the securities in the Account held by MAGUSTA, your agents or nominees will automatically ensure to the benefit of the survivors.
- 9.11 Force Majeure
- MAGUSTA shall not be liable for any losses in respect of the Account or, for any failure to comply with MAGUSTA obligations contemplated by this Agreement arising from or otherwise resulting directly or indirectly from any government restriction, exchange ruling, suspension of trading, war, strike, national disaster or any other event or circumstances beyond MAGUSTA control.
- 9.12 This Agreement is governed by, and may be enforced in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").
- 9.13 The Client confirms that he/they has/have read the English or Chinese version of this Agreement and that the contents of this Agreement have been fully explained to him/them in a language which he/they understands, and that the Client accepts this Agreement. In the event of any conflict between any provisions of the English version and the Chinese version of the Agreement, the English version prevails.
- 9.14 For inactive account, MAGUSTA reserves the rights to charge a maintenance fee as may be prescribed by MAGUSTA from time to time.

Application for New Listing of Securities

1 APPLICATION OF THE TERMS

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

2 TERMS FOR NEW LISTING OF SECURITIES

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

- 2.2 The Client agrees to be bound by the terms of the new issue and in particular, the Client hereby:
- warrants and undertakes that the Application shall be the only application made by the Client or on the Client's behalf for the Client's benefit in respect of the same issue of securities and the Client shall make no other application in that issue;
 - authorises The Broker to represent and warrant to SEHK that no other application shall be made or shall be intended to be made by the Client or for the Client's benefit;
 - acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client; and
 - acknowledges that The Broker will rely on the above warranties, undertakings and authorizations in making the Application.

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

- that if such bulk application may be rejected for reasons which are unrelated to the Client, The Broker, in absence of fraud, gross negligence or wilful default, shall not be liable to the Client or any other person in consequence of such rejection; and
- to indemnify The Broker in accordance with below Terms and Conditions if such bulk application is rejected because of any breach of representations and warranties or otherwise arising from factors relating to the Client:
 - The Client agrees to indemnify the Relevant Persons against and hold the Relevant Persons harmless from all expenses, liabilities, claims and demands arising out of the following, in the absence of bad faith or wilful default of or by the Relevant Persons:
 - anything lawfully done or omitted to be done by the Relevant Persons in connection with this Agreement; or
 - any breach by the Client of its obligations under this Agreement.

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

- The Broker has discretion to accept or reject the request for the Loan.
- Upon the acceptance of the request for the Loan, the employee or representative of The Broker will verbally or in writing confirm the terms of the Loan ("Agreed Loan Terms") as agreed between The Broker and the Client, which shall be conclusive and binding on the Client.
- Before the provision of the Loan, the Client shall provide The Broker a deposit, which shall form part of the proceeds for the Application, in the amount and within the time in accordance with the Agreed Loan Terms.
- Unless contrary to the Agreed Loan Terms:
 - the Loan amount is the total price of the securities (including applicable charges) applied under the Application less the amount of deposit in Clause 2.4(c); and
 - the Client has no right to repay the Loan, in part or full, before the date of repayment in accordance with the Agreed Loan Terms.
- The interest rate applicable to the Loan shall be determined under the Agreed Loan Terms.
- When The Broker receives any refund in respect of the Application, The Broker has the right, at its discretion, to apply the same or part of it towards the discharge of the Loan including any interest accrued thereon and/or return the same or the remaining balance (if any) to the Client, whether before or after the repayment date in accordance with the Agreed Loan Terms.
- In consideration for The Broker's granting of the Loan to the Client, the Client charges to The Broker by way of first fixed charge as a continuing security for the full repayment of the Loan and the accrued interest thereon, all the securities acquired on behalf of the Client under the Application in respect of which the Loan is provided. The Client has no right to the possession of the aforesaid securities until the full repayment of the Loan (including interest accrued thereon). The Client authorises The Broker to dispose of the aforesaid charged securities without prior notice to the Client for discharge of the liabilities owing to The Broker under the Loan so long as the Loan (including interest thereon) has not been repaid in full.

- 2.5 Risks & Issues to Pay Attention for Initial Public Offering ("IPO") Margin Financing

- During IPO, the stock price can be volatile which will be involving certain risks. Before making any investment decision, you should understand the business nature & background of the company. Read the IPO Prospectus and the financial reports. In addition, if oversubscription in the IPO process is lower than expected, investors may be allotted more shares, that required additional fund to be deposited.
- If there is any overdue balance related to the IPO shares, Magusta Securities Ltd shall charge Hsbc Prime rate + 7% on the outstanding balance. The accrued interest will be debited to client account at each month end date
- The broker reserves the right to force sell clients' IPO shares in trade day after listing, in condition that the client is unable to cover the full repayment of the Loan together with the accrued interest.

- (d) If there is shortfall after disposal of the IPO shares, interest will be charged on outstanding balance according to 2.5(b). Client shall pay the shortfall plus accrued interest ("Total Outstanding Amount"). Magusta Securities Ltd will inform the prevailing interest rate from time to time and the Total Outstanding Amount. Clients must settle the Total Loan Amount immediately once informed by Magusta Securities Ltd. Magusta Securities Ltd reserves the rights to disposal client's portfolio to settle the Total Outstanding Loan.
- (e) Highly recommended to read the IPO Prospectus when considering a subscription.

RISK DISCLOSURE STATEMENT

The following risk disclosure statements are provided pursuant to the Code of Conduct for Persons Registered with the SFC.

1. RISK OF SECURITIES TRADING

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

2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

Growth Enterprise Market ("GEM") stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. The Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers. The Client should seek independent professional advice if he is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM Stock.

3. 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. The Client should consult his dealer and become familiarized with the PP before trading in the PP securities. The Client should be aware that the PP securities are not regulated as primary or secondary listing on the Main Board or the Growth Enterprise Market of The SEHK.

4. EXCHANGE TRADED FUNDS AND ITS RISK

4.1 Exchange Traded Funds ("ETFs" or individually "ETF") are typically designed to replicate 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 objective, but in general they do not have the discretion to take defensive positions in declining markets. The Client must be prepared to bear the risk of loss and volatility associated with the fluctuation of the underlying indices/assets caused by the influence of political, economic, currency and other risks.

4.2 ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand of the market. Where the reference index or market that an ETF tracks has restricted access, units in the ETF may not be created or redeemed freely and efficiently. This imbalance in supply and demand may result in the ETF trading at a higher premium or discount to its NAV than may normally be for a traditional ETF with no such restriction. Client who buys an ETF at a premium may not able to recover the premium from the fund in the event of termination.

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

4.4 Synthetic ETFs invest in over-the-counter derivative issued by counterparties will subject to counterparty risk. The Client may suffer losses equal to the full value of the derivatives issued by the counterparty upon its default. Some synthetic ETF invest in financial derivatives issued by a number of different counterparties in order to diversity the counterparty credit risk concentration. However, the more counterparties an ETF has, the higher the probability of the ETF being affected by a counterparty default. Counterparty risk involved in ETFs will be subject to different replication strategies adopted. Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments. Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honor their contractual commitments. Potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a "knock-on" effect on other derivative counterparties of the synthetic ETF). Even where collateral is obtained by an ETF, the Client is still subject to the counterparty risk if the collateral provider fails to fulfill 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.

4.5 There would be disparity between the performance of the ETF (as measured by its NAV) and the performance of the underlying index. Tracking error may arise caused by various factors including, failure of the ETF's tracking strategy, the impact of fees and expenses, foreign exchange differences between the base currency or trading currency of an ETF and the currencies of the underlying investments, or corporate actions such as rights and bonus issues by the issuers of the ETF's underlying securities. The performance of the securities underlying the ETF as measured by its NAV may outperform or under-perform the index.

4.6 Listing or trading on the Hong Kong Exchanges and Clearing Limited ("HKEx") does not by itself guarantee that a liquid market exists for an ETF. Besides, a higher liquidity risk is involved if an ETF uses financial derivative instruments, including structured notes and swaps, which are not actively traded in the secondary market and whose price transparency is not as easily accessible as physical securities. This may result in a bigger bid and offer spread. Financial derivative instruments also are susceptible to more price fluctuations and higher volatility. Hence, they can be more difficult and costly to unwind early.

5. DERIVATIVE PRODUCTS

5.1 Uncollateralised derivative products are not asset backed. In the event of issuer bankrupted, the Client can lose his entire investment. The Client should read the listing documents to determine if a product is uncollateralised.

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

5.3 Derivative products such as derivative warrants have an expiry date after which the derivatives may become worthless. The Client should be aware of the expiry time and choose a product with an appropriate duration to suit for their investment strategy.

- 5.4 *The price of a derivative 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.*
- 5.5 *Clients trading derivative 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 Derivative product price.*
- 5.6 *HKEx requires all derivative 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 fulfill its role, the Client may not be able to buy or sell the product until a new liquidity provider has been assigned.*
- 5.7 *If all conditions remain unchanged, the value of a derivative warrant will decay over time as its approaches its expiry date. Derivative warrants should therefore not be viewed as long term investments. Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price.*
- 5.8 *Clients trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. The 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 Client should also note that the residual value can be zero. Once the CBBC is called, even though the price of the underlying asset bounces back, such CBBC will not be listed in the market for trading and the Client will not be able to profit from the bounce-back.*
- 5.9 *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 Client will lose the funding costs for the entire lifespan of the CBBC.*
- 5.10 *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. The Client should have prior knowledge of, or experience in option markets. The Client should therefore carefully consider whether such trading is suitable in the light of his own financial position and investment objectives.*

6. DERIVATIVE PRODUCTS: GENERAL RISK DISCLOSURE STATEMENT

- 6.1 *In the event that a derivative product issuer becomes insolvent and/or defaults, the Client will be considered as unsecured and will have no preferential claims to any assets held by the issuer. The Client should therefore pay special attention to the financial strength and credit worthiness of the issuer.*
- 6.2 *The market price of derivative product is also affected by the same investment risks that affect the stock market, such as movements in domestic and international markets, the present and anticipated economic environment, investor sentiment, interest rates and fluctuation. An ETF may be exposed to the economic, political, currency, legal and other risks of specific sector or market or the index that ETF is seeking to replicate.*
- 6.3 *The Client acknowledges that this risk disclosure statement does not purport to disclose all the risks and other significant aspects of derivative product. The Client should conduct his own research on the derivative product before any investment activities.*
- 6.4 *The Client understands that he should seek independent professional advice if he is uncertain of or has not understand any aspect of this risk disclosure statement or the nature and risks involved in trading of derivative product.*
- 6.5 *The Client understands that the signing of this risk disclosure statement is mandatory under the requirement of the SFC. MAGUSTA may not be able to effect instructions to deal in exchange traded derivative product if this statement is not signed and acknowledged by the Client.*

7. RISK OF TRADING OVER-THE-COUNTER

The Client should only undertake trading on the over-the-counter (“OTC”) trading facilities provided by MAGUSTA if he understands the nature of such trading and such trading facilities and the extent of his exposure to risks. By trading OTC through MAGUSTA the Client is exposed to the credit, settlement and other risks of the counterparty to the relevant OTC transactions, including (but not limited to) transactions of Securities before their listing on the Exchange. Settlement of the relevant transactions is not guaranteed and the Client will be responsible for any losses or expenses resulting from his and/or his counterparty's settlement failures.

Trades executed in OTC through MAGUSTA may be cancelled and void if that particular Securities subsequently fails to list on the Exchange. Furthermore, the Client's order may only be partially executed, or not at all, as a result of the lower liquidity of the OTC market as compared to regular market hours of the Exchange. There may also be greater volatility in OTC market than in regular market hours of the Exchange. The lower liquidity and higher volatility of the OTC market may then result in wider than normal spreads for a particular type of Securities.

The prices of Securities in the OTC market may differ significantly from their opening or traded prices transacted during the regular market hours upon the listing of the Securities on the Exchange. The prices displayed in OTC market may not reflect the prices in other concurrently operating automated trading systems dealing in the same Securities. News announcements made by the issuers may affect the price of their Securities after regular market hours. Similarly, important financial information is often announced outside regular market hours. These announcements may occur during trading and may cause an exaggerated and unsustainable effect on the price of a particular type of Securities.

In particular, OTC market is not regulated by the Exchange and will not be covered by the Investor Compensation Fund until the relevant transaction is properly recorded on the trading system of the Exchange upon the listing of the Securities on the Exchange.

The Client should therefore carefully consider whether such trading is appropriate for him in the light of his experience, risk profile and other relevant circumstances and seek independent professional advice if he is in doubt.

8. RISK OF CURRENCY CONVERSION IN THE EVENT THAT THE CLIENT INSTRUCTS THE COMPANY TO EFFECT ANY TRANSACTIONS IN A CURRENCY OTHER THAN HONG KONG DOLLARS

The Account shall be in Hong Kong dollars or such other currencies as MAGUSTA may agree from time to time with the Client. In the event that the Client instructs MAGUSTA to effect any Transactions in a currency other than Hong Kong dollars, any profit or loss arising as a result of fluctuations in the exchange rate of the relevant currencies will be for the account of the Client solely. Any conversion from one currency into another required to be made for performing any action or step taken by MAGUSTA under this Agreement may be effected by MAGUSTA in such manner and at such time as it may in its absolute discretion decide. The Client authorizes MAGUSTA to debit the Client's Account for any expenses incurred in effecting the currency conversion. MAGUSTA reserves the right at any time to refuse to accept any Instructions from the Client in relation to currency conversion.

9. RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdictions which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such my/our assets may not enjoy the same protection as that conferred on Client assets received or held in Hong Kong.

10. RISK ON DEPOSIT AND SECURITIES

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

11. RISK OF HOLD MAIL

The Client hereby acknowledges that there may be risk in providing MAGUSTA with an authority to hold mail or direct his mail to third parties and that it is important for the Client to promptly collect in person all execution reports, daily and/or monthly statements of his account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely manner.

MAGUSTA should confirm with the Client at least on an annual basis whether that Client wishes to revoke the authority. For the avoidance of doubt, it will be acceptable for MAGUSTA to send a notification to the Client before the expiry date of the authority and inform the Client that it is automatically renewed unless the Client specifically revokes it in writing before the expiry date.

PERSONAL INFORMATION COLLECTION STATEMENT

This Statement is made by Magusta Securities Limited (“MAGUSTA”) in accordance with the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region (“the Ordinance”). The Statement is intended to notify customers of why personal data is collected, how it will be used and to whom data access requests are to be addressed.

1. From time to time, it is necessary for customers to supply MAGUSTA with data in connection with the opening or continuation of accounts and the establishment or continuation of trading or credit facilities or provision of financial, securities, commodities, derivatives, investment, financing, insurance, MPF/ORSO, wealth management, investor education and related services, products and facilities.
2. Failure to supply such data may result in MAGUSTA being unable to open or continue accounts or establish or continue trading or credit facilities or provide the services, products or facilities mentioned in clause 1 above.
3. It is also the case that data are collected from customers in the ordinary course of the continuation of the business relationship between customers and MAGUSTA.
4. The purposes for which data relating to customers may be used (whether within or outside Hong Kong) are as follows:
 - (i) the daily operation of the services and facilities provided to customers;
 - (ii) conducting credit checks;
 - (iii) assisting other financial institutions to conduct credit checks;
 - (iv) ensuring ongoing credit worthiness of customers;
 - (v) designing the services, products or facilities mentioned in clause 1 above for customers' use;
 - (vi) marketing the services, products and facilities mentioned in clause 1 above (details of the use or provision of personal data by MAGUSTA for direct marketing purposes are set out in clause 6 below);
 - (vii) determining the amount of indebtedness owed to or by customers;
 - (viii) collection of amounts outstanding from customers and those providing guarantee or security for customers' obligations;
 - (ix) meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements or court orders binding on MAGUSTA;
 - (x) enabling MAGUSTA to comply with any applicable industry practices; and
 - (xi) purposes relating to any of the above.

MAGUSTA may from time to time transfer customers' data outside of Hong Kong for any of the above purposes.

5. Data held by MAGUSTA relating to a customer will be kept confidential but MAGUSTA may provide such data to the following parties (whether within or outside Hong Kong):
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, financial, trade execution, cash, securities and/or contracts clearing or settlement or other services to MAGUSTA in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to MAGUSTA including but not limited to any member of MAGUSTA Group which has undertaken to keep such information confidential;
 - (iii) any financial institution or dealer with which the customer has or proposes to have dealings;
 - (iv) any credit reference agency and in the event of default, any debt collection agency;
 - (v) any actual or proposed assignee of MAGUSTA;
 - (vi) any person providing or proposing to provide guarantee or security for customers' obligations; and
 - (vii) any exchange, entity, agency, regulatory or government body in any jurisdiction if required by law or pursuant to any court orders, rules or regulations to which MAGUSTA is subject. In such cases, MAGUSTA is usually under a duty of secrecy and will not be able to notify a customer or seek his/her consent in relation to such release of information.
6. **USE OF DATA IN DIRECT MARKETING**

MAGUSTA may use a customer's personal data in direct marketing with the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

 - (i) the customer's personal data such as the customer's name, telephone number, email address, correspondence address, account number, products and services portfolio information, transaction pattern and behaviour, risk profile, financial background and investment objectives and experience may be used by MAGUSTA in direct marketing;
 - (ii) the following classes of services, products, facilities and marketing subjects may be marketed:
 - (1) financial, securities, commodities, derivatives, investment, financing, insurance, MPF/ORSO, wealth management, investor education and related services, products and facilities;
 - (2) reward, loyalty or privileges programmes and related services, products and facilities;
 - (3) services, products and facilities offered by business partners of any member of MAGUSTA Group providing any of the services, products and facilities referred to in clause 6(ii)(1) above; and
 - (4) donations and contributions for charitable and/or non-profit making purposes;

- (iii) the above services, products, facilities and marketing subjects may be provided or (in the case of donations and contributions) solicited by MAGUSTA and/or any of the following persons:
- (1) any member of MAGUSTA Group;
 - (2) third party financial institutions and providers of any of the services, products and facilities referred to in clause 6(ii)(1) above;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) business partners of any member of MAGUSTA Group providing any of the services, products and facilities referred to in clause 6(ii)(1) above; and
 - (5) charitable or non-profit making organisations;
- (iv) MAGUSTA may, with the customer's written consent (which includes an indication of no objection), also provide the personal data described in clause 6(i) above to any of the persons referred to in clause 6(iii) above for use by any of them in direct marketing of the services, products, facilities and marketing subjects referred to in clause 6(ii) above. MAGUSTA may so provide the personal data to such persons for direct marketing purposes for gain.

If a customer wishes MAGUSTA to cease to use and provide his/her personal data to other persons for use in direct marketing, the customer may notify MAGUSTA in writing by mailing or faxing the written notification to the postal address or fax number provided in clause 10 below. MAGUSTA shall then cease to use and provide his/her personal data for direct marketing purposes without any charge.

7. There may be instances where customers elect to provide personal information to MAGUSTA through electronic means (such as Internet or voice recording system). Whilst MAGUSTA generally uses best endeavors to maintain the security and integrity of its systems, due to many unpredictable traffic or other reasons, electronic communication may not be a reliable medium of communication. Customers should take heed of such weaknesses and communicate personal information through electronic devices with caution.
8. Under and in accordance with the terms of the Ordinance, an individual has the right to:
 - (i) check whether MAGUSTA holds data about him/her and the right of access to such data;
 - (ii) require MAGUSTA to correct any data relating to him/her which is inaccurate; and
 - (iii) ascertain MAGUSTA's policies and practices in relation to data and to be informed of the kind of personal data held by MAGUSTA.
9. In accordance with the terms of the Ordinance, MAGUSTA has the right to charge a reasonable fee for the processing of any data access request.
10. The person to whom requests for ceasing to use of personal data in direct marketing, access to data, correction of data or information regarding policies and practices and kinds of data held are to be addressed as follows:

The Data Protection Officer
Magusta Securities Limited
Unit B, 28/F., Entertainment Building,
30 Queen's Road Central,
Hong Kong
Tel : 2845 4113
Fax : 2587 9878

11. This Statement may be revised, amended or supplemented from time to time by MAGUSTA. The most up-to-date statement can be found in MAGUSTA's website at <http://www.magusta.com.hk> or available from MAGUSTA upon written request.
12. In this Statement, all references to "Magusta Group" refer to Magusta Securities Limited together with its holding companies, subsidiary companies, associated companies and affiliated companies collectively or individually. All references to "customers" include prospective and existing customers, visitors to MAGUSTA's website and individuals who participate in promotion, contest or game.

In case of discrepancies between the English and Chinese versions, the English version shall prevail.

ELECTRONIC SECURITIES TRADING SERVICE AGREEMENT

THIS ELECTRONIC STOCK TRADING SERVICES AGREEMENT (“Agreement”) is made on the date stated in the “Account Opening Form/ Client Account Agreement”, BETWEEN :

- (1) Magusta Securities Limited (CE Number: AAE133) of, Unit B, 28/F., Entertainment Building, 30 Queen’s Road Central, Hong Kong . (hereinafter referred to as “MAGUSTA”); and
- (2) (the “Client”), whose address and details are set out in the “Account Opening Form/ Client Account Agreement”.

Whereas

In consideration of MAGUSTA’s agreeing to open an electronic trading account and operating the electronic trading account through the electronic trading services provided by MAGUSTA, in the Client’s name(s) or on Client’s behalf for the purpose of and in connection with the sale and purchase of securities, Client agrees that the electronic trading account shall be operated in accordance with and subject to the following terms and conditions and to the terms and conditions of the “Securities Cash Trading Agreement” signed between MAGUSTA and the Client.

1. Definitions and Interpretation

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

- (a) “Account” means Client’s cash trading account(s) maintained with MAGUSTA;
- (b) “Access Code” means together the pin and the login Account No;
- (c) “Account No” means the account number of the cash trading account opened with MAGUSTA, used in conjunction with the PIN to gain access to the Electronic Trading Services;
- (d) “Electronic Trading Services” means the mobile phone / touch tone or internet securities trading service and facility provided by MAGUSTA or other service providers through MAGUSTA under this Agreement which enables Client to trade securities through MAGUSTA and give electronic instructions to purchase, sell and otherwise deal with securities through Client’s securities trading account maintained with MAGUSTA and/or its nominees or agents;
- (e) “GEM Listing Rules” means the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange;
- (f) “Hong Kong Exchange and Clearing Limited” means The Stock Exchange of Hong Kong Limited;
- (g) “Instruction” means any instruction for the buying or selling of or otherwise dealing in any securities and any instruction to check the portfolio and fund position in the Account;
- (h) “Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange;
- (i) “Password” means Client’s personal identification number, which may be changed by Client at any time, used when instructing MAGUSTA in the electronic trading services;
- (j) “IM” means Instant messages or email that are sent to Client by MAGUSTA or other service providers through MAGUSTA.

2. Electronic Trading Services

- 2.1 Client understands that the Electronic Trading Services is a facility operated through mobile phone, touch tone phone, internet or mobile app, which enables Client to send Instructions, and send or receive other information relating to any Instructions.
- 2.2 Client shall be the only authorized user of the Electronic Trading Services under the Account. Client shall be responsible for the confidentiality, use and application of the Password / Access Code. Client acknowledges and agrees that Client shall be solely responsible for all Instructions entered through the Electronic Trading Services using the Password as received by MAGUSTA and neither MAGUSTA nor MAGUSTA’s directors, officers, employees or agents shall have owe any liability to Client, or to any other person whose claim may arise through Client for any claims with respect to the handling or loss of any Instruction.
- 2.3 Client acknowledges that the electronic trading service is proprietary to MAGUSTA. Client warrants and undertakes that Client shall not, and/or shall not attempt to, tamper with, modify, decompile, reverse, engineer or otherwise alter in any way, and shall not, and/or shall not attempt to gain unauthorized access to, any part of the electronic trading services. Client acknowledges that MAGUSTA may take legal action against Client, if Client at any time breaches this warranty and undertaking or if MAGUSTA at any time has reason to suspect that Client has breached the same. Client undertakes to notify MAGUSTA immediately if Client becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.
- 2.4 In any event, MAGUSTA shall not be liable for Client’s failure in observing the aforesaid obligations and Client shall fully indemnify MAGUSTA in respect of any direct or indirect loss or cost of whatsoever nature that MAGUSTA may suffer or incur as a result thereof. Client acknowledges that MAGUSTA offers Client two ways of accessing the Account, through the Electronic Trading Services and by telephone. Client agrees that, should Client experience any problems in reaching MAGUSTA through either method, Client will use the alternative method to communicate with MAGUSTA and inform MAGUSTA of the difficulty Client is experiencing.
- 2.5 Client acknowledges that the real-time quote service and the message alert service (to receive message alert when the share prices of such securities as specified by Client reach a preset target price) that may be available through the Electronic Trading Services is provided by a third party appointed by MAGUSTA from time to time. Client agrees that MAGUSTA shall not be responsible for any losses Client or any other person may suffer for the failure of sending out the message alert and/or as a result of relying on any real time quote on prices of securities which may be available to Client through the Electronic Trading Services.

3. Important Notice to Client

- 3.1 There is no subscription fee/charge (neither monthly nor annually) for using this Electronic Trading Service. However, MAGUSTA reserves the right to impose subscription fee/charge.
- 3.2 On all transactions, Client agrees to and will pay MAGUSTA commissions notified to Client, as well as applicable levies imposed by the Stock Exchange, and all applicable stamp duties incurred. MAGUSTA may deduct such commissions, other charges, levies and duties from the Account.

4. Instruction

- 4.1 Client shall submit Client's Instructions to MAGUSTA through the Electronic Trading Service provided by MAGUSTA. MAGUSTA shall so far as it considers reasonably practicable sell and/or purchase securities in accordance with those Instructions as received, provided always that MAGUSTA shall have an absolute discretion to accept or reject any Instructions.
- 4.2 Client understands that each participating securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. Client also understands Client that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market data or any other market information. Neither MAGUSTA nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any reasonable act of MAGUSTA or any disseminating party, or the any force majeure event, or any other cause beyond MAGUSTA's control or the reasonable control of any disseminating party.
- 4.3 Client acknowledges and agrees that MAGUSTA shall have full discretion not to execute any Instruction, in particular, but not limit to, if (as applicable):
- (a) i. there are insufficient cleared funds in the Account(s); and/or
 - ii. there are insufficient securities in the Account(s);
- for settlement of the relevant Instructions; and/or
- (b) the funds required for the relevant Instruction when aggregated with the funds required for the execution of all other outstanding Instructions render the Account(s) to exceed the day trade limit as agreed between MAGUSTA and Client.
- 4.4 Client acknowledges and agrees that the Electronic Trading Services may be open to unpredictable transmission congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond MAGUSTA's control. Client acknowledges that, as a result of such unreliability, there may be delays, technical errors and failure and/or incompleteness in the transmission and receipt of Instructions and other information and that this may result in delays, and/or incompleteness in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. Client further acknowledges and agrees that there are risks of misunderstanding or errors or incompleteness in any communication and that such risks shall be absolutely borne by Client. Client acknowledges and agrees that it may not usually be possible to cancel an Instruction after it has been given.
- 4.5 IM Order Confirmation Service
- (a) This condition shall apply to Client if Client uses IM Order Confirmation Service. Each account or service is also subject to general terms and conditions which apply from time to time to such account and service. The terms under this condition shall prevail, if they conflict with the general terms and conditions governing Client's relevant account and service.
 - (b) Client agrees to accept information sent by MAGUSTA to Client's mobile phone and other telecommunications equipment that Client notified and accepted by MAGUSTA. If Client places his order via telephone trading hotlines designated by MAGUSTA (not including order initiated through Internet and modified via phone hotlines), and has registered to receive IM order confirmation, Client will receive notification from MAGUSTA by IM when an order has been partially or fully executed on the Exchange.
 - (c) The type of order confirmation to be sent though IM will be determined by MAGUSTA from time to time.
 - (d) Client will obtain and maintain equipment of the type, and a connection with a telecommunications company for the purposes of the IM. Client is responsible for the cost of Client's equipment and the charges of Client's telecommunications company and any other charges in connection with the IM. We may restrict the number of equipment that Client registers for the IM. Different restrictions may apply to different customers.
 - (e) Client will promptly notify MAGUSTA of any change of Client's information on our record including any change of Client's equipment or contact details. Client authorizes MAGUSTA to provide the IM according to the information Client provided to MAGUSTA, until we have received Client's notice of a change. Telecommunications to Client through the IM will be regarded as having been received by Client when dispatched by MAGUSTA.
 - (f) We may vary the scope or operation of the IM, the types of information to be sent, and the types of equipment and telecommunications companies to be used, without notice or liability. We may suspend or withdraw the IM without notice or liability.
 - (g) Without prejudice to MAGUSTA's Personal Information Collection Statement, Client authorizes MAGUSTA to disclose Client's information to our affiliates, the telecommunications companies and their agents (in or outside Hong Kong) for all purposes connected with the IM.
 - (h) Information provided through the IM is for Client's reference only, and not evidence of its contents. Formal advices and statements will be sent to Client in accordance with the terms and conditions for the relevant account or service. Meanwhile, information sent through the IM is not an offer.
 - (i) In the absence of willful misconduct, MAGUSTA is not responsible for any failure or delay in sending any information to Client, or for any error, misdirection, corruption or interception of any information sent through the IM. MAGUSTA is not responsible for any event beyond our control including any error, malfunctioning or failure of any software, equipment or system. Telecommunications companies are not our agent. They do not accept any responsibility in relation to the IM.

5. Others

- 5.1 Client agrees that MAGUSTA and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any of MAGUSTA's obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which MAGUSTA, its directors, officers, employees or agents do not have absolute control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, power supply problem, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.
- 5.2 Client agrees and acknowledges that Client shall, independently and without reliance on any information and/or advice as provided by MAGUSTA, make Client's own judgments and decisions with respect to each transaction. MAGUSTA shall be under no liability whatsoever in respect of any information or suggestion rendered by any of its directors, officers, employees or agents irrespective of whether or not such suggestion was given at Client's request.

- 5.3 This Agreement may be terminated at any time by not less than one week's prior written notice given by either party to this Agreement provided that this Agreement shall not be deemed to be terminated by Client until MAGUSTA has advised Client in writing (which notice may not be unreasonably withheld) that MAGUSTA accepts Client's termination notice on the basis that Client does not have any outstanding balances in the Account or the other accounts with any member of the MAGUSTA Group. Such notice shall not affect any transaction entered into by MAGUSTA on Client's behalf prior to MAGUSTA's receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of MAGUSTA or Client's prior to such receipt.
- 5.4 This Agreement is governed by, and may be enforced in accordance with the laws of the Special Administrative Region of Hong Kong. MAGUSTA may amend the terms of this Agreement by giving Client not less than one week prior notice of the change in writing. Client is hereby reminded of Client's right to terminate this Agreement under clause 5.4.
- 5.5 Notices and other communications delivered to Client through the Electronic Trading Services shall be deemed to have been personally delivered to Client when it is sent.
- 5.6 Instructions sent by Client will be treated as a valid and final electronic record by MAGUSTA upon MAGUSTA has sent an acknowledgement of receipt of the Instruction to Client.
- 5.7 Client confirms that Client or Client's representative has read the English or Chinese version of this Agreement and the "Securities Cash Trading Agreement" and that the contents of this Agreement and the "Securities Cash Trading Agreement" have been fully explained to Client or Client's representative in a language which Client or Client's representative understand(s), and that Client accepts each of the terms and conditions of this Agreement and the "Securities Cash Trading Agreement". In the event of any conflict between any provisions of the English version and the Chinese version of the Agreement, the English version prevails.

6. Client Declares

- 6.1 Client agrees that MAGUSTA shall not have any liability or responsibility of whatsoever nature in respect of the Electronic Trading Services under any circumstances, unless the aforesaid is directly caused by the gross negligence or willful default of MAGUSTA, as the case may be, including but without limitation,
- (a) any failure or delay in transmission of information to and/or from Client's telecommunication equipment;
 - (b) any failure or delay in the processing of Client's requests or Instructions and/or the returning of the responses to Client's requests or Instructions executed using the electronic trading services;
 - (c) any error or inaccuracy in such requests, responses, or generally such information or the transmission thereof;
 - (d) any consequences arising from any cause beyond the reasonable control of MAGUSTA.
- 6.2 Client hereby declares and confirms that Client understands and agrees that, in addition to the terms and conditions applicable to and governing the use of the Electronic Trading Services, it is Client's primary responsibility to immediately contact MAGUSTA through Client's respective account executive or the hotline of the electronic services by telephone in the event that,
- (a) Client does not receive any response of whatsoever nature to any request or Instruction that Client has executed on any one or more of Client's account(s) maintained with the same using the Electronic Trading Services within the designated time (as shall be specified by MAGUSTA from time to time) of the execution of such requests or Instructions to confirm the status of the related transactions; or
 - (b) Client has received a confirmation (no matter by means of hard copies, electronic means or verbal confirmation) relating to any Instructions or request not given by Client; or such confirmation being inconsistent with the Instructions and/or request given by Client; or
 - (c) Client becomes aware that the Password has been used by any person except the Client.
- In any event, MAGUSTA shall not be liable for Client's failure in observing the aforesaid obligations and Client shall fully indemnify MAGUSTA in respect of any direct or indirect loss or cost of whatsoever nature that MAGUSTA may suffer or incur as a result thereof.
- 6.3 Client understands and acknowledges that MAGUSTA's records on requests and Instructions actually received and responses actually sent by the same shall be binding, final and conclusive unless and until the contrary is judicially established.
- 6.4 Client hereby declares and represents that the information and representation provided and/or made by Client in this Agreement is true, complete and correct, and that MAGUSTA is entitled to reply fully on such information and representations for all purposes, unless MAGUSTA receives notice in writing of any change. MAGUSTA is authorized at any time to contact anyone, including Client's banks, brokers or any credit agency, for purposes of verifying the information provided in this Agreement. Where Client comprises more than one person, the agreement and liabilities of such persons therein contained or implied are joint and several and, as the content may require, words and phrases herein denoting the singular include the plural. Any notice hereunder to any one such person shall be deemed effective notice to all such persons.
- 6.5 Client understands that there is inherent risk in investing in the financial market; the price of investment instrument may experience upward or downward movements.