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Terms and Conditions

These terms and conditions set out the rights and obligations of you (the “Client”) and us, Wing Fung Futures Limited (the “Broker”), in connection with the operation of your futures / derivatives trading account(s) opened or be opened with us for dealing in purchase and / or sale of futures / derivatives. All the terms and conditions below are legally binding, so please read them carefully or seek legal professional advice before you agree to be bound by them.

1. Interpretation

1.1. In this Agreement, unless the context requires otherwise

“Account”	means any one or more futures / derivatives trading account(s) opened, maintained and operated by the Client with the Broker from time to time for use in connection with the purchases, sales, holdings or other dealing in futures / derivatives and other financial products effected through the Broker on behalf of the Client;
“Agreement”	means these terms and conditions, Risk Disclosure Statement, the Personal Data (Privacy) Policy, Client Information Statement and Client Acknowledgement which shall be read together as one agreement as original executed or thereafter may from time to time be amended or supplemented;
“Broker”	means Wing Fung Futures Limited;
“Broker’s Group Company”	means the ultimate holding company of the Broker and each and every subsidiary of such holding company;
“Affiliate”	means in relation to a party, an individual, corporation, partnership or any other form of entity direct or indirect controlling, controlled by or under common control with such party or any such entities’ directors, officers or employees;
“Client”	means any individual, firm or company under the Account whose particulars are set out in Account Application Form;
“Account Application Form”	means the form to open an account duly completed and signed by the Client as well as all those documents furnished by the Client in support of the application for opening an account with the Broker;
“Licensed Corporation”	means Wing Fung Futures Limited, which is a licensed corporation, licensed by the SFC under the SFO to carry out type 2 regulated activities ~ dealing in future contracts;

“Exchange”	means the Hong Kong Exchange and Clearing Limited (HKEX) or, where applicable, any other futures/commodities exchanges outside Hong Kong;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Instructions”	include instructions given by the Client, which in any way relate to purchases, sales, holdings or other dealings in futures / derivatives and other financial products effected through the Broker on behalf of Client, arise out of and / or are in connection with the Account, whether such instructions are given orally, in writing, by facsimile, telex and / or by electronic means;
“Futures / Derivatives”	include the meaning in Schedule 1 of the Securities and Futures Ordinance;
“Securities and Futures Ordinance”	means the Securities and Futures Ordinance (Chapter 571) of the Laws of Hong Kong as amended or re-enacted from time to time;
“SFC”	means the Securities and Futures Commissions;
“HKFE”	means the Hong Kong Futures Exchange Limited (HKFE) ;
“Collateral”	means all monies and securities of the Client which are now or which shall at any time hereafter to be deposited with, transferred or caused to be transferred to or held by the Broker or any Broker’s Group Company or Affiliate or nominees, or transferred to or held by any other person in circumstances where the Broker accepts the same as security for the Client’s obligations under the this Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of the Broker or the Broker’s Group Company or Affiliate from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such securities or additional or substituted securities) ;
“Commodities”	means any item and includes, without limitation, currencies, securities, indices of any kind (whether stock market or otherwise), interest rates, exchange rates, physical assets (including precious metals, agricultural produce, oil and land) or other investment traded, or rights or options in relation to which

are traded, on any exchange and shall where the case requires include a Futures Contract in respect of any of the above and in each case whether or not the item is capable of being delivered;

- 1.2. Where the Client consists of more than one individual or where the Client is a firm consisting of two or more individuals, the agreements by and the liabilities of the Client hereunder shall be joint and several of such individuals.
- 1.3. Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.
- 1.4. Words importing persons shall include limited company (including local and foreign).
- 1.5. "Client Acknowledgement" means the respective operation policy and procedures applicable to the operation of the Futures Trading Account or any other brokerage trading account which policy shall be binding and determined by Broker from time to time and will be posted at the website of Broker or its holding company.

Whereas

1. The Client is desirous of opening one or more futures / derivatives trading accounts with the Broker for the purpose of trading in futures / derivatives; and
2. The Broker agrees that it will open and maintain such futures / derivatives trading account(s) and sale of futures / derivatives subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Account

- 1.1. The Client confirms that the information provided in the Account Opening Documents is complete and accurate. The Client will inform the Broker of any changes to that information.
- 1.2. Whilst the Client expect the Broker to keep confidential all matters relating to their account, the Client hereby expressly agree that the Broker may be required to disclose their details to the relevant exchanges, the SFC, government agencies, or to any persons pursuant to any court orders or statutory provisions. The Broker will comply with such requests without notices to or consent from the Client.
- 1.3. The Broker is authorized to conduct credit enquiries on the Client and contact anyone including bankers, the brokers or any credit agency of the Client to verify the information provided.
- 1.4. The Broker's records 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.

2. **Laws and Rules** - That all transactions with respect to futures made for and on the Client's behalf in Hong Kong or elsewhere shall be subject to the constitution, by-laws, rules, rulings, regulations, transactions levies, customs and usage prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, with respect to trading and

settlement) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable from time to time. For the avoidance of doubt, transactions executed on the Client's instructions on the floor of the HKFE or any futures/commodities exchange in another country shall be subject to a transaction levy and any other levies that the HKFE or the relevant overseas futures/commodities exchange from time to time may impose and the Broker is hereby authorized to collect any such levies in accordance with the rules prescribed by the HKFE or the relevant overseas futures/commodities exchange from time to time and the Rules of the Exchange and the rules of the relevant overseas futures/commodities exchange and clearing house (in the event that the transactions are executed on a futures /commodities exchange in another country), in particular those rules which relate to trading and settlement, shall be binding on the Client and the Broker in respect of transactions concluded on the Client's instructions.

3. Transaction Practice and Dealing Instructions

- 3.1. All transactions shall be subject to the constitutions, rules, regulations, usages, rulings and interpretations, as amended from time to time or in force of the Exchange or other market (and of their respective clearing house, if any) where the transactions are executed by the Broker or the agents of the Broker. All transactions under this Agreement shall also be subject to any law, rule or regulation then applicable thereto, including but not by way of limitation, the provision of the Securities and Futures Ordinance and the Commodity Exchange Act of the Federal Laws of U.S.A. as amended from time to time, and the rules and regulations thereunder.
- 3.2. In respect of transactions related to Futures / Option Contracts on the markets operated by the Exchange, the Rules, the Regulations and the Procedures of the Exchange shall be binding on both the Broker and the Client. The Client may wish to visit HKEx's website for more information on the Rules, Regulations and Procedures. The address is www.hkex.com.hk according to the Broker's records, but is subject to change. This address is supplied by the Broker solely for the Client's general information. For the avoidance of doubt, the Broker shall not in any way be responsible for the accuracy, completeness or otherwise of any such information.
- 3.3. Orders shall be received and executed with the understanding that the Client will be required to take or make delivery of the commodities unless the Client's initial position is liquidated. It is expressly understood that unless otherwise disclosed herein or to the Client in writing in the usual manner of the Broker, the Broker is acting solely as agent as to any transactions made with the Broker by the Client. The Broker shall have no obligation to provide the Client with information with respect to any position of the Client and (except as directed by the Client) no obligation to but shall have the right set out in this Agreement to close any position in any Account the Broker may carry on behalf of the Client. Save as aforesaid, the Broker shall have the right (at the absolute discretion of the Broker, and without assigning any reason thereof) to refuse to act for the Client in any particular transaction.
- 3.4. The Broker may, wherever the Broker considers it necessary, sell any commodities the Broker or in which the Client has an interest, cancel any open orders for the purchase and sale of any commodities, with or without notice to the Client, and the Broker may borrow or buy any commodities required to make delivery against any sale, including a short sale effected for the Client.
- 3.5. The Broker shall be entitled to rely on any instructions, directions, notices or other communication which the Broker reasonably believes to be from a person authorized to act on the Client's behalf

and the Client shall be bound by such communication. The Client agrees to indemnify the Broker and hold the Broker harmless from and against all losses, costs and expense (including legal costs) reasonably and properly incurred by the Broker in reliance thereupon.

- 3.6. The Broker may record all telephone conversation with the Client in order to verify the instructions of the Client. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Client in the case of any dispute.
- 3.7. There may, on occasions, be a delay in making prices or in dealing by the Broker due to physical restraints on the Exchange or other market and the rapid changes in the prices of commodities. The Broker may not after using reasonable endeavours be able to trade at the prices quoted at any specific time. The Broker is not liable for any loss arising by reason of its failing, or being unable, to comply with any terms of the Client's instruction.
- 3.8. Where the Broker is unable after using reasonable endeavours to execute any instruction in full, it is entitled to effect partial performance only without prior reference to the Client's confirmation. The Client shall accept and be bound by the outcome of any performance, partial performance or non-performance when the Client's request to execute an order is made.
- 3.9. The Broker may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with the Broker, on such terms and conditions as the Broker may in its absolute discretion determine. The Broker shall not be liable the Client for the acts and omissions of any such agent.
- 3.10. The Client acknowledges that due to the trading practices of the Exchange or other markets in which transactions are executed, the Broker may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by the Broker following instructions given by the Client.
- 3.11. The Client acknowledges and consents that the Broker shall, at its absolute discretion, be entitled to claim margin offset for the Client's positions through the Client Offset Claim Account in DCASS.
- 3.12. If an instruction is operated through Electronic Service, the following provisions shall apply:
 - (a) The Client shall be the only authorized user of the Electronic Service under the Account;
 - (b) The Client shall not, whether by himself or anybody on his behalf nor shall authorize or allow anybody to or attempt to tamper with, modify, decompile, reverse engineer and otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Service;
 - (c) Risks associated with electronic or online devices, including delays or failure in the transmission, receipt or execution of Instructions due to breakdown or failure or transaction or traffic congestion of communications or any other cause(s) beyond the control or anticipation of Broker, may arise which may include a Client's Instruction being executed before a Client's revised or cancellation Instruction being validly placed and effected, delay in the execution of Instruction and/or price quoted being different from those prevailing at the time the Instruction is given and the Client shall be fully responsible for all such risks;
 - (d) All online quoted data and information provided by Broker or any other third party is for reference purpose only and Broker will not be liable for any inaccuracy thereof or any loss and

damages whatsoever of the Client in reliance thereon.

4. Solicit or Recommend any Financial product

- 4.1. The client acknowledges and agrees that the Client retains full responsibility for all trading decisions in the Account (s) and the Company is responsible only for the execution, clearing, and carrying out of transactions in the Account (s); that the Company has no responsibility or obligation regarding and conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account (s) or any transaction therein; and that any advice or information provided by the Company, its employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and the Company shall be under no liability whatsoever in respect of such advice or information.
- 4.2. If the Broker solicit the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we 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. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

5. Margin Requirements

- 5.1. Except for the purpose of closing out the Client's open positions or as the exchange or markets in which the transactions are executed may prescribe from time to time, generally or otherwise, the Client agree that the Broker shall not transact any Futures / Options Business for the Client until and unless the Broker has received from the Client collateral adequate to cover the Client's minimum margin requirements.
- 5.2. If the Broker determines that additional margin is required, the Client agrees to deposit such additional margin immediately upon demand. The Broker may change margin requirements at its sole discretion and at any time always subject to the Applicable Laws. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to new positions in the transactions affected by such change.
- 5.3. The Client agrees to maintain margins in such form and as required by the Broker from time to time in its sole discretion. Such margin requirements established by the Broker may exceed the margin required of the Broker by any exchange.
- 5.4. All margin calls, demands for variation adjustments and Interest Rate Cash Adjustments (as defined in the Rules of the Exchange) must be met within the same day on which a call is made on the Client (unless where the call is made on a day other than a Business Day or after 5:00 p.m. on a Business Day, in which case the same shall be met before 11:30 a.m. on the immediately subsequent Business Day) or within such shorter period as Broker may at Broker's absolute discretion determine. Broker may close out open positions in respect of which any margin calls and/or demands for variation adjustment and/or interest rate cash adjustment are not met within the period specified by Broker or at the time of making such call(s) or demand(s).

5.5. Unless otherwise agreed, the Client undertakes to pay interest to the Broker in respect of any debit balance on the Account or any amount otherwise owing to the Broker at any time 5% over the HSBC's Hong Kong Dollar Best Lending Rate from time to time. The interest is payable on the last day of each calendar month or upon any demand being made by the Broker.

5.6. The Client hereby agrees that the Broker shall be entitled to receive for its own benefit all sums derived by way of interest on all amounts held in the Account for or on account of the Client.

6. Commissions and Expenses

6.1. Every Exchange Contract shall be subject to the charge of a compensation fund levy and a levy pursuant to the Securities and Futures Ordinance, the cost of both of which shall be borne by the Client.

6.2. In the case of a default committed by the Broker and the Client having suffered pecuniary loss thereby, the liability of the compensation fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and will be subject to the monetary limits specified in the Ordinance and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the compensation fund in full, in part or at all.

6.3. The Client agrees to pay the Broker such remuneration, commission, brokerage, charges and any other fees that may be charged in respect of all transactions entered into between the Broker and the Client and / or under this Agreement in accordance with the particulars and the basis as set out in the fee schedule provided to the Client (as may be amended and notified by the Broker to the Client from time to time).

7. Foreign Currency Transactions

7.1. If the Client gives Instructions to Broker to enter into any Contract requiring a conversion from one currency to another, then:

- (a) the costs thereof and any profit or loss arising as a result of fluctuations in the exchange rate of the relevant currency will be entirely for the account and risk of the Client;
- (b) all initial and subsequent deposits for margin shall be made in such currency and in such amounts as Broker may require in its discretion; and
- (c) when such Contract is closed out, Broker shall debit or credit the margin trading account in such currency (as Broker may determine in its discretion) at such exchange rate as determined by Broker in its discretion.

7.2. The Client authorizes Broker may at any time at such exchange rate and for such amount as Broker deems fit convert monies into and from any currency at such rate of exchange as Broker shall in its sole discretion determine as being the then prevailing market rate of exchange. Such conversion may be made for the purpose of any Transaction or for the calculation of any debit balance due from the Client or debit balance owed to the Client.

7.3. The Client authorizes Brokers to debit the margin trading account for any expenses incurred in effecting any currency conversion.

7.4. Broker reserves the right at any time to refuse to accept any Instructions from the Client in relation to any currency conversion.

8. Set off, Lien and Combination of Accounts

- 8.1. In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Broker may be entitled under laws or this Agreement, all securities, receivable, monies and other property of the Client (held by the Client either individually or jointly with others) held by or in the possession of the Broker at any time shall be subject to a general lien in favour of the Broker as continuing security to offset and discharge all of Client's obligations arising from the Transactions to the Broker's Group Company or Affiliate.
- 8.2. In addition and without prejudice to any general liens or other similar rights which the Broker may be entitled under law or this Agreement, the Broker for itself and as agent for any of its Affiliates, at any time without notice to the Client, may combine or consolidate any or all accounts, of any whatsoever and either individually or jointly with others, with the Broker or any of its Affiliates and the Broker may set off or transfer any monies, securities or other property in any such accounts to satisfy obligations or liabilities of the Client to the Broker or any of its Affiliates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.
- 8.3. Without limiting or modifying the general provisions of this Agreement, the Broker may, without notice, transfer all or any such or properties interchangeably between any accounts now or hereafter opened in the name of the Client with the Broker in connection with this Agreement and any other accounts of its Affiliates.

9. Authority

- 9.1. The Broker shall be authorized by the Client to purchase and sell Commodity Futures for the account of the Client in accordance with the oral Instructions, either in person or by telephone, of the Client or its Authorised Person(s) (subsequently to be confirmed in writing but the absence of such written authority shall not affect the Company's authority to act in accordance with such oral Instructions) or written Instructions given by the Client or its Authorised Person(s) by post or delivered by hand or purported to be given by the Client or its Authorised Person(s) in such other form as from time to time accepted by the Broker. The Broker may act on any Instructions which it believes to be from the Client or its Authorised Person(s). Once given, Instructions may only be withdrawn or amended with the Client's consent.
- 9.2. The Broker shall not be responsible for any delays or inaccuracies in the transmission of orders or other information due to any cause whatsoever beyond its reasonable control.
- 9.3. The Client shall upon the request of the HKFE or the SFC disclose the name, beneficial identity and such other information concerning the Client as the HKFE, the SFC or other regulators relating to Foreign Futures Exchanges may require. The Client undertakes to disclose such other information concerning itself to the Broker within the time the Broker specifies as may be required for the Broker to comply with the Rules, the SFO and / or the requirements of the HKFE and / or Foreign futures Exchanges. The Client irrevocably authorizes the Broker to make any such disclosure. In relation to transaction on HKFE, in the event that the Broker fails to comply with the disclosure requirement under the HKFE the Chief Executive of the HKFE may require the closing out of such Client. Where the Client is an individual, the Broker is subject to Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individual.

9.4. In relation to transactions on the HKFE, the Client acknowledges that the Clearing House may do all things necessary to transfer any open positions held by the Broker on the Client's behalf and any money and any futures/commodities contract standing to the credit of its account with the Broker to another participant of the HKFE in the event the rights of the Broker as exchange participant of the HKFE are suspended or revoked.

10. Default - If, in the Broker's opinion, Client have breached any material terms of this Agreement; or any of Client's representations, warranties or undertakings to the Broker was or become incorrect in any material respect; or the Client has defaulted in respect of any transactions with the Broker or its Affiliates; or any warrant or order of attachment or distress or equivalent order is issued against any of the Client's accounts with the Broker or its Affiliates; or a petition in bankruptcy is filed against the Client, or an order is made or resolution passed for the Client's voluntary or compulsory winding up; or a meeting is convened to consider a resolution that the Client should be so wound up, all amounts owing by the Client to the Broker or its Affiliates together with interest will become immediately payable without notice or demand and the Broker will be entitled at its absolute discretion without prejudice to any other rights or remedies that the Broker may have against the Client to sell or realize all or any part of the Client's securities or assets held by the Broker or its Affiliates and satisfy all the Client's obligations, towards the Broker or its Affiliates with the net sale proceeds after deducting an fees, commissions, expenses and costs thereof; and / or to withdraw or to cancel all the Client's open order instructions; and / or to close out any / all the Client's open positions; and / or exercise any of the Broker's rights under this Agreement. The Broker and its Affiliates shall not be liable for any loss originated from taking the above actions and, due to the Client's default, the Client may suffer whereas the price obtained by the Broker for the above actions will be conclusive.

11. Representations and Warranties

11.1. The Client hereby represents and warrants to the Broker on a continuing basis that:

- (a) (in case of a corporation) it is validly incorporated and existing under the laws of its country of incorporation and has full power and capacity to enter into and perform its obligations hereunder; its entry into this Agreement has been duly authorized by its governing body and is in accordance with the Memorandum and Articles of Association or by-laws as the case may be of the Clients;
- (b) neither the signing, delivery or performance of this Agreement nor any instructions given hereunder will contravene or constitute a default under any existing application law, status, ordinance, rule or regulation or judgment or cause to be exceeded any limit by which the Client or any of the Client's assets is bound;
- (c) save as otherwise disclosed to the Broker in writing, all transactions to be effected under this Agreement are for the benefit of the Client and no other party has any interest therein; and
- (d) subject to any security interest of any of the Group Companies or Affiliates created pursuant to any agreement between the Client and that Group Company or Affiliate, all commodities provided by the Client for selling or crediting into the Account(s) are fully paid with valid and good title and whose legal and beneficial titles are owned by the Client.

11.2. If the Client effects transactions for the account of clients, whether on discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of the Client, the Client hereby agrees that, in relation to a transaction where the Broker has received an enquiry from the Exchange and / or the Commission, the following provisions shall apply:

- (a) Subject to as provided below, the Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulator), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the Client for whose account the transaction was effected and of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the Client / the ultimate beneficiary) who originated the transaction.
- (b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust:
 - (i) the Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction; and
 - (ii) the Client shall, as soon as practicable, inform the Broker when 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 requested by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the transaction.
- (c) If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Broker when his discretion to invest on behalf of the beneficiary or such scheme, account of trust has been overridden. In case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transactions.
- (d) If the Client is aware that his Client is acting as intermediary for its underlying Client(s), and the Client does not know the identity, address, occupation and contact details of the underlying Client for whom the transaction was effected, the Client confirms that:
 - (i) the Client has arrangements in place with his Client which entitle the Client to obtain the information set out in sub-clauses 14.2 (a) and / or 14.2 (b) and / or 14.2 (c) from his Client immediately upon request or produce that it be so obtained; and
 - (ii) the Client will, upon request from the Broker in relation to transaction, promptly request the information set out in sub-clauses 14.2 (a) and / or 14.2 (b) and / or 14.2 (c) from his Client on whose instruction the transaction was effected, and provide the information to the Hong Kong Regulators as soon as it is received from his Client or procure that it be so provided.

11.3. The Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trusts for whose account Transactions may be effected to release information to the Hong Kong Regulators of the identity and contact details of such clients, collective investment schemes, discretionary accounts of

discretionary trusts, and of the person(s) with ultimate beneficial interest in any such Transactions, and (if different from the client / ultimate beneficiary) of the person(s) who originated the Transactions.

- 11.4. The Client undertakes to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by the Broker for the performance or implementation of this Agreement or any part thereof.

12. Liability and Indemnities

- (a) Client agrees that neither the Broker nor any of its officers, employees or agents shall have any liability whatsoever (other than those resulting from fraud or willful default on the Broker part) for any loss, expense or damage which Client may incur as a result of the performance or failure to perform this Agreement.
- (b) Client undertakes to indemnify the Broker and its officers, employees or agents for any loss, cost, claim, liability and expense (other than those resulting from fraud or willful default on the Broker) incurred by the Broker or its officers, employees or agents in performing its services under this Agreement, or arising directly or indirectly from a breach by Client of any of its obligations under this Agreement.
- (c) If any claim is made against the Broker or Clients in connection with this Agreement, the Broker may, at its discretion and without prejudice to clause 12.2, take all such steps as it considers advisable, including the withholding of payment of delivery to Client of any money or securities.
- 12.1. If the Client gives any Instruction to Broker outside Hong Kong, the Client agrees to ensure and represent that such Instruction will have been given in compliance with any applicable laws 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 of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any Instruction given outside Hong Kong, and the Client agrees to pay such taxes or charges as applicable. The Client agrees to indemnify Broker on demand for any damage, loss, costs, actions, demands or claims Broker may suffer in connection with or arising from the client's giving any instruction outside Hong Kong.
- 13. Omnibus Account** - In the case that Client operates an omnibus account and is not an exchange participant of the HKFE, the Client shall, in relation to transactions on the HKFE:
- 13.1. in the Client dealing with the person(s) from whom the Client receives instructions with respect to the omnibus account, comply with and enforce the margin and Variation Adjustment requirements and procedures as stipulated in the Rules as though the Client were an exchange participant of HKFE and as though the person(s) for whose account or benefit such instructions are given were Clients;
- 13.2. cause the Exchange Contract to be entered into in fulfillment of such instructions, so that there shall, in no circumstances, be any dealing with instructions in a manner which constitutes unlawful dealing in differences in market quotations of commodities under the laws of Hong Kong or any other applicable jurisdiction or in a manner which constitutes or involves betting, wagering, gaming or gambling with respect to such items in contravention of Hong Kong laws or any other applicable laws; and

- 13.3. ensure that the persons from whom the Client receives instructions comply with the margin and Variation Adjustment requirements as stipulated in the Rules, with the result that, as between HKFE and the Broker, the Broker should be responsible for ensuring that such requirements are complied with by all persons through whom instructions pass with respect to the omnibus account as if each in turn was the Client for whom such omnibus account was operated.

14. Notices, Confirmations and Statements

- 14.1. Reports, written confirmations, notices, statements of the Client's Account(s), and any other communications may be transmitted to the Credit (who, in the case of a joint account without nominating a person therefore, will be deemed for these purposes to be the Client whose name first appears in the Account Opening Form) at the address, telephone, fax or telex number given in the Account Opening Form or Client Information Statement, or at such other address, telephone, fax or telex number as the Client hereafter shall notify the Broker in writing; and all communications so transmitted, whether by mail, telegraph, telephone, messenger or otherwise, shall be deemed transmitted when telephoned or when deposited in the mail, or when received by a transmitting agent, whether agent, whether actually received by the Client or not.
- 14.2. Written confirmation of the execution of the Client's orders and statements of the Client's Accounts shall be conclusive and deemed to be accepted if not objected to in writing by the Client direct to the address stated in the Account Opening Form (or such other address communicated in writing by the Broker) within 2 days after the transmittal thereof the Client, by mail or otherwise.
- 14.3. Any notice or other communications including, but not limited to, written confirmations and statements of the Client's Account(s) given to the Client by the Broker under this Agreement through by electronic devices or otherwise shall be deemed made or given upon transmission of the message by the Broker.

- 15. Waiver and Amendment** – Broker shall have absolute rights to amend, delete or substitute any of the terms herein or add new terms to the Agreement. An amendment notice and the revised Agreement will be posted at Wing Fung Financial Group Website at www.wfgold.com. The Client should visit the Wing Fung Financial Group Website from time to time for obtaining the latest Agreement and read the terms thereof. Such amendment, deletion, substitution or addition shall be deemed as effective and incorporated herein (and shall form part of the Agreement) on the date of publication of such amendment notice. The Client may raise written objection within fourteen (14) days after the publication of such amendment notice at the Wing Fung Financial Group Website. Failing which, it shall be deemed an acceptance of such amendment, deletion, substitution or addition.

16. Joint Clients

- 16.1. Where the Client consists of more than one persons:
- (a) the liability and obligations of each of them shall be joint and several and reference to the Client shall be construed to any or each of them;
 - (b) the Broker shall be entitled to but shall not be obligated to act on instructions or requests from any of them;
 - (c) each of them shall be bound though any other Client or any other person intended to be bound is not, for whatever reason, so bound, and
 - (d) the Broker shall be entitled to deal separate with any of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.

- 16.2. Where the Client consists of more than one persons, on the death of any such persons (being survived by any other such persons) this Agreement shall not be terminated and the interest in the Account(s) of deceased will thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by the Broker against such deceased Client's estate. The surviving Client(s) shall give the Broker written notice immediately upon any of them becoming aware of any such death.

17. Conflicts of Interest

- 17.1. The Client acknowledges that the Broker, its directors and / or employees may trade on its / their own account or on the account of any of the Group Companies or Affiliates subject to any applicable regulatory requirement.
- 17.2. The Client consents that, without prior notice from the Broker, when the Broker executes sell or buy orders on behalf of the Client, on the Exchange or any other exchange or market anywhere in the world, the Broker, its directors, officers, employees, agents, and / or any floor broker may buy or sell for an account in which may such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the constitution, rules, regulations, usages, rulings, and interpretations then in force of the Exchange or other exchange or market upon which such buy or sell order are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by the Exchange or other exchange market.
- 17.3. *The Client acknowledges that, subject to the provisions of the Securities and Futures Ordinance and any applicable laws, the Broker may take the opposite position to the Client's order in relation to any exchange traded futures and options contract(s), whether on the Broker's own account or for the account of any Group Company or Affiliates or other clients of the Broker, provided that the trading is executed competitively on or through the facilities of the Exchange in accordance with the Rules, Regulations and Procedures of the Exchange or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.*
- 17.4. The Client acknowledges that the Broker is bound by the Rules of the Exchange which permit the Exchange to take steps to limit the positions or require the closing out of contracts on behalf of Clients who in the opinion of the Exchange are accumulating positions which are or may detrimental to any particular Market or Markets, or which are or may capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be.
- 17.5. All monies, approved debt securities and other property received by Broker from the Client or from any other person (including the Clearing House) for the account of the Client shall be held by Broker as trustee, segregated from Broker's own assets and paid into a Segregated Bank Account or a Segregated Debt Securities Account and that all money, approved debt securities or other property so held by Broker shall not form part of the assets of Broker for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of Broker's business or assets.
- 17.6. The Client authorizes Broker to apply any monies or approved debt securities received by Broker from the Client or from any other person (including the Clearing House) to be held in the manner

specified under paragraphs 7 to 12 of Schedule 4 if the Code and, in particular, the Client hereby authorizes Broker to apply such monies, approved debt securities or approved securities (i) in the manner specified under paragraphs 14 to 15 of Schedule 4 of Code, (ii) in or towards meeting Broker's obligations to any party insofar as such obligations arise in connection with or incidental to the business of dealing in Futures/ Options Contracts transacted on the Client's behalf.

- 17.7. The Client acknowledges that in respect of any account of Broker maintained with the Clearing House whether or not such account is maintained wholly or partly in respect of the business of dealing in Futures/ Options Contracts transacted on behalf of the Client and whether or not monies, approved debt securities or approved securities paid by the Client has been paid to or deposited with the Clearing House, Broker deals as principal and accordingly, no such account is impressed with any trust or other equitable interest in favour of the Client and monies, approved debt securities and approved securities paid to the Clearing House are thereby freed from the trust referred to in (17.5) above.
- 17.8. The Client acknowledges that Broker is bound by the provision of Rule 631 of the HKFE or the Chief Executive (as defined in the HKFE Rules) of HKFE may take steps to limit the positions or require the closing out of any futures contract of the Client if, in the opinion of HKFE or the Chief Executive, the Client is accumulating positions which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be.
- 17.9. The Client unconditionally and irrevocably authorizes Broker at any time to transfer any available funds in the Account to any of the Client's account held with any other members of the Broker's Group Company in accordance with the procedures in the Broker. The Client acknowledges and agrees that Broker may transfer such amounts of funds from the Account to any accounts held by the Client with other members of the Broker's Group Company, provided that the available funds in the Account are not less than the amount of funds requested to be transferred. Any transfer of available funds from the Account in respect of the foregoing shall not be effected if the credit balance in the Account following the proposed transfer shall be insufficient to pay the amount of any payments due or owing to Broker or any other party from the Client in respect of the Account or any Transaction.
- 17.10. The Client may also appoint Broker as the Client's agent to pass on the Client's instruction to any other member of the Broker's Group Company to transfer, subject to the terms of the agreement between the Client and such member of the Broker's Group Company, available funds in the Client's account held with such member of the Broker's Group Company to the Client's accounts held with other members of the Broker's Group Company. The Client shall affect such appointment by completing a form for the appointing of agent for transfer of funds accessible at Broker's office or by notice to Broker in writing via mail or facsimile (together with Client's signature).
- 17.11. Broker shall provide to the Client with the contract specifications of the products; margin requirements and the Trading Rules for the Client's reference.
- (a) The Client represents and warrants to Broker that the Client is not associated with any of the member of the Broker's Group company including without limitation as a spouse or as a child under the age of 18 of such employees or agents and agrees that if the Client is or become associated with any such employees or agents. The Client shall promptly notify Broker of the existence and nature of such association and acknowledge that Broker may, upon receipt of such notice, at Broker's absolute discretion, choose to terminate the Account.

- (b) The Client further represents and warrants to Broker that the Client is not a connected person (as defined in the Listing Rules of the Stock Exchange) of the company's(ies') and the Commodities of which the Client shall place Instructions with Broker for the purchase or disposal of or otherwise deal in the company's(ies) Commodities unless the Client specifically notify Broker to the contrary prior to the placing of such orders or instructions.
- (c) The Client further agrees to indemnify Broker on demand for any losses, costs, damages, interests, expenses, claims or demands Broker may incur or suffer in respect of Broker's reliance on or the breach of paragraph(a) and/or (b)
- (d) The Client agrees to indemnify Broker and Broker's officers, employees and agents on demand for any losses, costs, claims, damages, interests, liability or expenses arising out of or in connection with any breach by the Client of the Client's obligations hereunder including any reasonable costs incurred by Broker in collecting any debts due to Broker or in connection with the closure of the Account.

18. Acknowledgement - The Client acknowledges that the Exchange or the Clearing House may do all things necessary to transfer any open positions held by the Broker on the Client's behalf and money and property standing to the credit of the Client's Account to another Exchange Participant in the event that the rights of the Broker as an Exchange Participant are suspended or revoked.

19. Suspension and Termination of Account

- 19.1. The Broker reserves the right at any time and from time to time, without having to give any reason or explanation, to suspend the operation of the Account and / or any services to the Client under this Agreement.
- 19.2. The rights and obligations of the Client and the Broker in respect of the Account may be terminated on at least seven (7) Business Days written notice given at any time by the Client to the Broker (or vice versa) without prejudice to any rights, powers or duties of the Broker of the Client in connection with the Account prior to receipt of such notice, and such rights, powers and duties will subject under the terms of this Agreement until they are discharged in full.

20. Severability - Any term, stipulation, provision, or undertaking in the Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

21. Assignability - The provisions of this Agreement shall be binding on and enure to the benefit of the successors and assigns, whether by merger, consolidation or otherwise, as well as the personal representatives (where applicable) of each party hereto provided that the Client may not assign, transfer, charge or otherwise dispose of rights or obligations hereunder without the prior written consent of the Company. The Company may assign all or a part only of its rights and obligations under this Agreement to any person without the prior consent or approval of the Client.

22. Risk Disclosure Statement - The Broker refers the Client to the Risk Disclosure Statements contained in Schedule 1. The Client agrees to read, ask questions and if necessary, seek independent advice.

23. Amendments

- 23.1. The Broker shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as the Broker consider necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is despatched to the Client.
- 23.2. No amendment made by the Broker to the Agreement or by the Client to the Broker in relation to the information supplied in the Margin Account Opening Documents, herewith, such as Account Opening Information, and the Schedules thereto will affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.

24. Miscellaneous

- 24.1. The Client agrees that the Client, independently and without reliance on the Broker, make the Client's own judgment and decisions with respect to each transaction. The Broker shall be under no liability whatsoever in respect of any information or suggestion rendered by any of the Broker's directors, officers, employees or agents irrespective of whether or not such suggestions was given at the Client's request.
 - 24.2. The Client confirms that has read and agreed to the Terms and Conditions of this Agreement which have been explained to the Client in a language (English or Chinese) that Client understand.
 - 24.3. Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be treated as authorized, correct, as ratified, confirmed by the Client unless the Broker shall receive from the Client written notice to the contrary within seven days after the date of such notice, statement, confirmation or other communication is received by the Client pursuant to this Agreement.
- 25. Law** - This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.
- 26. Effectiveness of Agreement** - The Client understands that this Agreement shall not be effective until such time as it is accepted and agreed to by the Broker, such acceptance and agreement to be evidenced by the signature of one of the executive directors or an authorized person of the Broker in the Margin Client Agreement.

27. Joint Accounts

- 27.1. Where the Customer consists of more than one person (each a "**joint account holder**"), the Account shall be a joint account with the right of survivorship. Upon the death of any such joint account holder, the interest of the deceased in the Account will enure to the benefits of the survivor(s).
- 27.2. The liabilities of each joint account holder shall be joint and several.
- 27.3. The death of any one joint account holder does not operate to terminate the Agreement.
- 27.4. Any notice, payment or delivery by Broker to either or any one of the joint account holders shall be a full and sufficient discharge of Broker's obligations to notify, pay or deliver under the Agreement.

27.5. In the event of any joint account holder is incapacitated or if a bankruptcy order is made against any joint account holder or if the operation of the Account is affected by any court order or notice from any competent authority against a joint account holder, the operation of the Account will be suspended until an administrator or receiver is appointed or the consent of the receiver or Official Receiver is obtained or the court order is discharged or the relevant notice is removed (as the case may be).

In the event of any inconsistency or discrepancy between the English version and the Chinese version in any of this Agreement, the English version shall prevail.

Terms and Conditions for Futures Trading (Supplemental)

These Terms are additional and supplemental to the terms and conditions for Futures Trading Account. The Transactions effected, conducted, carried on and entered into by the Client with and through Wing Fung Futures for or on the Futures Trading Account, and the business of the trading Futures and Options contracts to be provided by Wing Fung Futures to the Client shall be subject to and upon the Agreement. Where any conflict or inconsistency arises between any provision of these Terms and any provision of the terms and conditions, the provisions of these Terms shall prevail.

All references in the Terms and Conditions for Futures Trading Account and these Terms to the Client Service Agreement shall be construed as references to the Futures Trading Service Agreement as amended, supplemented and amended by these Terms.

1. Definitions

"WF Futures"	means Wing Fung Futures Limited, a company incorporated under the laws of Hong Kong (SFC-CE Number: AMU683) and its successors and assigns;
"WF Financial Group Companies"	means WF Securities, WF Futures, WF Forex, WF Bullion Investment and such other company as WF Futures may from time to time add and notify the Client;
"WF Trading Agent"	means any agent appointed, engaged and instructed by WF Futures for executing, effecting, trading, implementing, clearing and settling the Instructions and Transactions in a Foreign Jurisdiction on behalf of the Client;
"WF Trading Agent Agreement"	means the agreements and the terms and conditions made between WF Futures and WF Trading Agent for the purposes of these Terms and the Transactions (including any amendment or supplement made thereto from time to time);
"Foreign Clearing House"	means the clearing or settlement house, corporation, organization or body (being appointed, authorized or engaged by or established and operated by a Foreign Futures Exchange to provide clearing and settlement services to that Foreign Futures Exchange in respect of Commodities and/or Exchange Contract and/or F/O Contract) including, where the context so requires, its agents, nominees, representatives, officers and employees;
"Foreign Futures Exchange"	means a commodity, futures or options exchange which is permitted to operate in a Foreign Jurisdiction by the law of that Foreign Jurisdiction including, where the context so requires, its agents, nominees, representatives, officers and employees;
"Foreign Futures Laws"	means the relevant laws, legislations, rules and regulations of the relevant Foreign Jurisdiction relating to the Transactions;

"Foreign FE Rules"	means the rules, regulations, bylaws and procedures of or made by the Foreign Futures Exchange, and any amendments, supplements, variations or modifications thereto from time to time in force;
"Foreign Jurisdiction"	means a country, territory or jurisdiction outside Hong Kong;
"Foreign Regulators"	means any regulatory or supervisory corporation, organization or body in a Foreign Jurisdiction having jurisdiction or regulatory or supervisory power or authority over the Transactions;
"Closed out contract"	means either: -;

- (a) a closed out contract as defined in HKFE Rules or, if applicable, as defined in the relevant Foreign FE Rules;
- (b) any F/O Contract in respect of which the Client (either voluntarily or compulsorily under the rules of the relevant Exchange or Clearing House), WF Futures (in pursuance of the Agreement) or the WF Trading Agent or the relevant person or authority (in pursuance of the relevant laws, rules, regulations or procedures) enters into a second F/O Contract on identical terms to the first-mentioned F/O Contract, except:
 - (i) that the price may not be the same as the price specified in the first-mentioned F/O Contract; and
 - (ii) that the Client, WF Futures or the WF Trading Agent or the said relevant person or authority takes the opposite side to the side he or it holds under the first-mentioned F/O Contract; for the express purpose of crystallizing the profit or loss on that first-mentioned F/O Contract or for the purpose of offsetting or ending that first-mentioned F/O Contract; or an F/O Contract deemed to be a closed out contract pursuant to the rules, regulations or bylaws of the relevant Foreign Futures Exchange or the relevant Foreign Clearing House; and "close out", "closing out" or "closed out" shall be construed accordingly;

2. Applicable Rules and Regulations

- 2.1. All the Instructions and Transactions made or entered into by WF Futures and/or WF Trading Agent on behalf of the Client shall be subject to, and in respect of the above, both WF Futures and the Client shall be bound by:
 - (a) the Agreement;
 - (b) WF Future's rules, regulations, procedures and policies from time to time in force;
 - (c) the memorandum and articles of association of HKFE, HKFE Rules, Regulations (as defined in the HKFE Rules), Procedures (as defined in the HKFE Rules), Clearing Rules in Hong Kong and the customs, usages, rulings and procedures of HKFE;
 - (d) the SFO and all applicable laws, rules and regulations of Hong Kong;
 - (e) the WF Trading Agent Agreement, and the rules, regulations, procedures and policies of WF Trading Agent relating and applicable to the Transactions from time to time in force;
 - (f) the constitution of the relevant Foreign Futures Exchange, the relevant Foreign FE Rules, the

Clearing Rules in the relevant Foreign Jurisdiction and the Market (and their respective Clearing House, if any) and Foreign FE Rules and the customs, usages, rulings and procedures of the relevant Foreign Futures Exchange, where the Instructions and Transactions are executed, performed, cleared or settled; and

- (g) the relevant Foreign Futures Law in which Foreign Jurisdiction the Instructions and Transactions are executed, performed, cleared or settled.

In the event of any conflict or discrepancy, the above applicable terms, laws, rules, regulations, procedures shall be governed in the order of prevalence of (a), (b), (c), (d), (e), (f) and (g).

3. Appointment and Scope of Agency

- 3.1. The Client acknowledges and accepts that it may not be possible to cancel, vary or amend an Instruction. Any attempt to cancel, vary or amend an Instruction is simply a request to cancel or modify. WF Futures shall not be obliged to act on any Instruction for cancellation, variation or amendment of any Instruction already given to WF Futures. WF Futures is not responsible for or liable to the Client for any loss or expense suffered or incurred by the Client if the original Instruction has already been completed, or in the opinion of WF Futures, WF Futures has insufficient time or is unable to act on such Instructions to cancel, vary or amend the original Instruction. The Client further acknowledges and accepts that attempts to cancel, vary or amend an Instruction can result in an over-execution of the Instruction, or the execution of duplicate or repeated Instructions, and the Client shall be responsible for all such executions. The Client further acknowledges and accepts that in respect of the Instruction involving WF Trading Agent, attempts to cancel, vary or amend an Instruction is subject to the consent or agreement of the WF Trading Agent, and the Client shall be responsible for all such executions.
- 3.2. Without prejudice to other provisions in these Terms, the Client agrees and authorizes WF Futures to appoint, engage and instruct WF Trading Agents as WF Futures may in its absolute discretion deem fit to execute, effect, trade, implement, clear and settle any Instructions and Transactions in a Foreign Jurisdiction.
- 3.3. Notwithstanding that WF Futures has accepted or agreed to carry out, execute or effect any Instructions and/or any Transaction, if the WF Trading Agent, in its absolute discretion, (a) decline to accept, carry out, execute or effect any Instructions and/or any Transaction; or (b) decline to act on or stop carrying out, execute or effect any accepted Instructions and/or any Transaction, WF Futures may, in its absolute discretion, (a) stop or discontinue to accept, carry out, execute or effect any such accepted or agreed Instructions and/or any Transaction; or (b) decline to act on or stop carrying out, execute or effect any such accepted Instructions and/or any Transaction without giving any reason therefor. WF Futures shall not, in any circumstances, be liable (including liability for negligence) in any way to the Client for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by the Client arising out (directly or indirectly) of or in connection with its not accepting, carrying out, executing, effecting or acting on such Instructions and/or Transactions or omitting to give notice therefor.

4. Transactions

- 4.1. WF Futures has the absolute discretion to select WF Trading Agent, the Market and Foreign Jurisdiction to which to route, execute, perform or fulfill the Client's Instructions.

- 4.2. By reasons of the environment of or physical restraints on any Exchange, Clearing House or Market and the volatility of price or point movements, there may, on occasions and despite WF Futures', WF Trading Agent's, executing brokers', overseas brokers' or dealers' reasonable endeavours, be a delay in making prices, executing Instruction or dealing at any specific time. The Client accepts that WF Futures may not be able to trade or make deal at the price or point specified by the Client, and that WF Futures may not be able to trade or make deal at the price or point quoted at any specific time or "at best", "at the best quoted or posted" or "at market". The Client agrees in any event to accept and be bound by Transactions executed by WF Futures following Instructions, and agrees that WF Futures shall not be liable for any loss arising by reason of its failing, or being unable, to comply with any terms of an order of the Client.
- 4.3. WF Futures and/or WF Trading Agent may not have access to every Market at which a particular product, Commodity, Exchange Contract or F/O Contract may trade. Exchanges or Market markers may fail or refuse to honour their quoted or posted prices. Exchanges may re-route Client's orders out of automated execution systems for manual handling (in which case execution or representation of Client's order may be substantially delayed). Exchange rules, policies, procedures or decisions or system delays or failures may prevent Client's order from being executed, may cause a delay in the execution or performance of Client's Instruction or may cause Client's Instruction not to be executed at the best price. In no event shall WF Futures be liable to the Client for any action, inaction, decision or ruling of any Exchange, Market, Clearing House or regulatory authority.

5. Margin & Fund

- 5.1. The Client agrees to provide and maintain such margin, variation adjustment and Interest Rate Cash Adjustments (as defined in HKFE Rules) (collectively the "Margin Requirements" and each of them "Margin Requirement") in the Futures Trading Account and/or such collateral, guarantees and other security to the Futures Trading Account in such form and amount and on such terms as WF Futures may in its absolute discretion require from time to time. Such Margin Requirement(s) demanded or required by WF Futures may exceed any margin requirement, variation adjustment or Interest Rate Cash Adjustments prescribed by any Exchange or Clearing House or WF Trading Agent or broker. WF Futures may change any Margin Requirement in its sole discretion and at any time without prior notice to the Client. If WF Futures determines that additional margin, variation adjustment or Interest Rate Cash Adjustments is required, the Client agrees to deposit with WF Futures such additional margin, variation adjustment or Interest Rate Cash Adjustments forthwith upon demand. No previous Margin Requirement(s) shall establish any precedent. Change on Margin Requirement(s) shall apply to existing positions as well as to new positions in the Exchange Contracts and F/O Contracts affected by such change.

6. Tax

- 6.1. The Client hereby authorize WF Futures or WF Trading Agent to take and do all necessary actions as may be required to comply with applicable rules, regulations, laws in Hong Kong and/or Foreign Jurisdiction (as the case may be) in respect of the tax, duties, levy, charges arising out of or in connection with the Transaction and the Commodities, Exchange Contracts or F/O Contracts purchased or held by the Client, including filing of the returns, forms and/or other documents as may be required by the relevant authority or department in Hong Kong and/or Foreign Jurisdiction, withholding and/or making payment of payable tax, duties, levies or charges arising out of or in connection with the Transaction and the Commodities, Exchange Contracts or F/O Contracts purchased or held by the Client. The Client acknowledges that WF Futures shall withhold and/or

deduct such payment from the Accounts.

- 6.2. The Client shall at its own costs furnish all the necessary documents and/or information to WF Futures and WF Trading Agent for facilitating WF Futures to take or do all the necessary actions as stipulated in Clause 10.1 and execute the returns, or forms and other documents as may be required by the relevant authority or department in Hong Kong or Foreign Jurisdiction (as the case may be) upon the request of WF Futures.
- 6.3. The Client acknowledges and accepts that neither WF Futures nor WF Trading Agent shall be responsible for advising or reminding the Client the due date for payment of tax, duties, levy or charges and/or giving any advice on the tax, duties, levy or charges payable by it. The Client further agrees that neither WF Futures nor WF Trading Agent shall be liable for any penalty or charges levied on the Client for late payment of tax, duties, levy or charges whereas such late payment is due to or in connection with the negligence of the Client. The Client shall fully indemnify and keep WF Futures and WF Trading Agent indemnified on a full indemnity basis against all reasonable costs and expenses which WF Futures and WF Trading Agent may reasonably incur in making the necessary arrangement for such late payment.

7. Charges and Expense

- 7.1. The Client shall pay WF Futures', WF Trading Agent's or its nominee's commissions, charges, brokerage or other remuneration as determined by WF Futures, WF Trading Agent or its nominee in its absolute discretion on all Transactions from time to time and upon all payments to the Client, as well as all applicable levies imposed by any relevant Clearing System or Market and all applicable stamp duties. All such commissions, charges, levies and duties may be deducted by WF Futures from the Futures Trading Account and any other Accounts maintained by the Client with any of the WF Financial Group Companies.

8. Default

- 8.1. Any one of the following events shall constitute an event of default ("Event of Default"):
- (a) at any time when WF Futures shall, in its sole discretion, consider it necessary for the protection of WF Futures or any of the WF Financial Group Companies;
 - (b) the Client fails or refuses to pay or settle any outstanding amount, money, fund, purchase price or other payment becoming due or payable under the Agreement or any other agreement with any of the WF Financial Group Companies;
 - (c) the Client fails or refuses, to settle or pay any outstanding amount, money or Deficit on any of the Client's Account(s) with WF Futures or any of the WF Group Companies;
 - (d) the Client violates or fails to perform on a timely basis any term, undertaking, agreement, covenant or condition on its part to be performed under the Agreement;
 - (e) the Client fails or refuses to discharge, pay, satisfy or perform any of the Client's Liabilities, obligation or indebtedness under the Agreement or any other agreement with any of the WF Financial Group Companies;
 - (f) the Client has not provided any margin (initial, maintenance or additional) or adjustments (variation or otherwise) when the same become due or payable under the Agreement, or has failed or refused to comply with any request, call or demand made by WF Futures pursuant to the Agreement;
 - (g) breach, refusal, failure or default of or by the Client in complying with, fulfilling, performing or observing any terms or conditions of the Agreement or any other agreement with any of the WF

Financial Group Companies;

- (h) any representation or warranty made in the Agreement or in any document delivered to WF Futures or any of the WF Financial Group Companies being or becoming incomplete, untrue or incorrect;
- (i) any consent or authorization required by the Client to enter into the Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
- (j) the filing or commencement of a petition or application in bankruptcy, liquidation or winding up, petition or application for the appointment of a receiver, or the commencement of other similar proceedings against the Client;
- (k) the Lien or any security created or any part thereof respectively in relation to the indebtedness, obligations or Liabilities under the Agreement and/or the Loan Agreement being avoided or discontinued;
- (l) any deterioration or impairment (in WF Futures' opinion) or any decline or depreciation (in WF Futures' opinion) in the value or market price (whether actual or reasonably anticipated) of the Retained Properties or any security or any part thereof respectively;
- (m) the levying of attachment or charge against the Futures Trading Account or any Account(s) of the Client with WF Futures or any of the WF Financial Group Companies;
- (n) any third party asserts a claim, right or interest in respect of any moneys or funds in the Futures Trading Account or any Accounts of the Client with WF Futures or any of the WF Financial Group Companies;
- (o) the Client takes advantage of any bankruptcy, liquidation, reorganization, moratorium, insolvency or similar law or makes or proposes to make any arrangements or compositions for the benefit of any of the Client's creditors, or is the subject of any order, judgment or decree entered by any court providing for the winding up, reorganization, liquidation or appointment of a liquidator, trustee in bankruptcy or receiver of the Client or a substantial part of the Client's business or assets;
- (p) the Client becomes insolvent or dissolved for any reason whatsoever, merges or becomes consolidated with any non-affiliated party, or sells all or a substantial portion of the Client's business or assets;
- (q) the death, liquidation or judicial declaration of incompetence of the Client;
- (r) any action or proceeding is commenced or any claim or demand is made by any person against the Client in connection with any matter herein contained or the Retained Properties or any part thereof or against WF Futures in connection with any matter herein contained or the Retained Properties or any part thereof;
- (s) any adverse change (in the sole and subjective opinion of WF Futures) in the corporate structure, business, assets, financial condition, and general condition or prospects of the Client;
- (t) at any time when WF Futures and/or any of the WF Financial Group Companies is or becomes under any obligation imposed by any relevant Exchange and/or Clearing House and/or broker or any applicable laws, rules and regulations to do any of the acts mentioned in Clauses 8 and 9;
- (u) at any time when WF Trading Agent is or becomes under any obligation imposed by any relevant Foreign Futures Exchange and/or Foreign Clearing House and/or broker or any applicable laws, rules and regulations to do any of the acts mentioned in Clauses 8 and 9; and
- (v) the occurrence of any event which, in the sole and subjective opinion of WF Futures, may or shall jeopardize, prejudice or affect any of the rights, interests or benefits of WF Futures or any of the WF Financial Group Companies.

8.2. If an Event of Default (in the sole and subjective judgment of WF Futures) occurs, then all amounts

owing by the Client to WF Futures shall become immediately payable on demand, and interest will accrue, at the rate specified by WF Futures, on the amounts outstanding from time to time, the further performance by WF Futures of any of its outstanding obligations to the Client under the Agreement (whether for payment of money or otherwise) shall be conditional upon the Client having fully discharged all its obligations to WF Futures under the Agreement, and WF Futures or any of the WF Financial Group Companies shall be entitled at their absolute discretions, without further notice or demand and in addition to and without prejudice to any other rights or powers conferred under the Agreement, to forthwith:

- (a) satisfy any obligations the Client may have to WF Futures (either directly or by way of guarantee or other security) by selling, realizing or otherwise dealing with, in such manner as WF Futures in its absolute discretion may determine, all or part of any property held by any of the WF Financial Group Companies for any purpose in any of the Client's Accounts maintained with any of the WF Financial Group Companies, and to apply the proceeds in reduction of all or part of any Liabilities of the Client to WF Futures;
- (b) set-off, combine or consolidate any of the Client's Accounts (of any nature) maintained with WF Futures or any of the WF Financial Group Companies or any obligations of WF Futures to the Client under the Agreement against any obligations of the Client to WF Futures under the Agreement;
- (c) suspend WF Futures' obligations to perform pursuant to the Agreement;
- (d) revise, change, withdraw, stop or cancel the facilities, advances, credits or loans made or granted to the Client, or any part thereof respectively;
- (e) enforce the Lien and/or the security constituted or created under and pursuant to the Loan Agreement;
- (f) liquidate the Futures Trading Account or any Account of the Client with any of the WF Financial Group Companies;
- (g) close out or perform any or all open contracts in the Futures Trading Account;
- (h) transfer in, transfer out, settle, clear all or any Commodities, Exchange Contracts or F/O Contracts;
- (i) call upon or enforce any security which may have been issued, made or created in favour of WF Futures or any of the WF Financial Group Companies as security for the indebtedness, Liabilities or obligations of the Client under the Agreement;
- (j) exercise any or all the rights and powers of WF Futures under the Agreement;
- (k) cancel any or all outstanding instructions, orders or any other commitments made on behalf of the Client;
- (l) take any actions, or do any acts, matters or things as authorized, instructed, directed, appointed or empowered under the Agreement;
- (m) take such actions, or do such acts, matters or things as WF Futures shall think fit in relation to the Retained Properties; and/or
- (n) take or not to take any actions, or do or not to do any acts, matters or things as WF Futures shall think fit.

9. Liquidation of Futures Account

9.1. At any time as WF Futures shall determine appropriate and/or upon the occurrence (in the sole and subjective judgment of WF Futures) of any Event of Default, WF Futures shall have the right, without notice and in its absolute discretion, to:

- (a) take such action or do such act, matter or thing as it shall consider necessary or desirable to

- comply with or to perform, cancel or satisfy any obligations of WF Futures to the Client or any obligations of the Client and/or WF Futures to the relevant Exchange and/or Clearing House and/or broker, as the case may be, in respect of any outstanding Transaction of or dealing in the Commodities and/or Exchange Contracts and/or F/O Contracts or in respect of any open contract (such action includes but not limited to closing out and/or performing such open contract);
- (b) close out or perform any or all open contracts in the Futures Trading Account;
 - (c) sell, purchase, transfer in, transfer out, trade, dispose of, deal with, settle, clear all or any Commodities, Exchange Contracts or F/O Contracts; and/or
 - (d) cancel any outstanding orders in order to close the Futures Trading Account.

Any sale, purchase, disposal, trading, dealing, transfer and/or closing out of the Commodities and/or Exchange Contracts and/or F/O Contracts or open contract shall be made according to the judgment of and at the discretion of WF Futures, either by direct sale, purchase, disposal, trading, dealing, transfer or closing out at any time or in the same contract month or on any Exchange or Market where such business is then usually transacted. In all cases, a prior demand or call, or prior notice of the time or place of sale, purchase, disposal, trading, dealing, transfer or closing out shall not be considered as waiver of the right of WF Futures herein provided.

- 9.2. On the exercise of the rights of WF Futures under Clause 9.1, all moneys or funds owing to WF Futures hereunder shall become immediately payable and WF Futures shall not be obliged to deliver to the Client any amount of the underlying Commodity or any money or fund due to the Client in respect of any Transaction, dealing, Exchange Contract or F/O Contract until all indebtedness, obligations and Liabilities of the Client to WF Futures under the Agreement are paid, satisfied or discharged.

10. Client Information

- 10.1. The Client authorize WF Futures to disclose, provide or transmit to WF Trading Agent all or any part of the information provided by the Client to WF Futures for purpose of effecting the relevant Transaction as instructed by the Client.

11. Disclaimer

- 11.1. Neither WF Futures nor any of the WF Financial Group Companies nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any direct, indirect or consequential loss, expense or damages suffered by the Client as a result of:
- (a) WF Futures acting or relying on any Instruction given by the Client whether or not such Instruction was given following any recommendation, advice or opinion given by WF Futures or by any of its directors, employees or agents;
 - (b) WF Futures' delay or failure to perform or execute the Client's Instruction or its obligations hereunder by the following reasons: (i) any disruption, breakdown, malfunction or failure of transmission, communication or computer facilities, (ii) any postal or other strikes or similar industrial action, (iii) any disruption, closure, breakdown or failure of any relevant Exchange and/or Clearing House and/or broker and/or any other person or firm or company whatsoever, (iv) any prevailing Market conditions, or (v) any action of government, governmental agency, Exchange and/or Clearing House;
 - (c) WF Trading Agent acting or relying on any Instruction given by the Client whether or not such Instruction was given following any recommendation, advice or opinion given by WF Trading Agent or by any of its directors, employees or agents;

- (d) WF Trading Agent's delay or failure to perform or execute the Client's Instruction or its obligations hereunder by the following reasons: (i) any disruption, breakdown, malfunction or failure of transmission, communication or computer facilities, (ii) any postal or other strikes or similar industrial action, (iii) any disruption, closure, breakdown or failure of any relevant Foreign Futures Exchange and/or Clearing House and/or broker and/or any other person or firm or company whatsoever, (iv) any prevailing Market conditions, or (v) any action of government, governmental agency, Exchange and/or Clearing House; or
- (e) any relevant Exchange and/or Clearing House and/or broker ceasing for any reason to recognize the existence of any Exchange Contracts or F/O Contracts entered into by WF Futures on behalf of the Client, or failing to perform or close out any such contracts provided that such cessation or failure shall not affect the Client's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefor.

11.2. Without limiting the generality of Clause 11.1, neither WF Futures nor any of the WF Financial Group Companies nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any direct, indirect or consequential loss, expense or damages suffered by the Client arising out of or in connection with any WF Futures', WF Trading Agent's and/or any of the WF Financial Group Companies' delay, omission or failure to perform or execute any of the Client's Instruction or its obligations hereunder for whatever reason.

12. Relevant Provisions

- 12.1. Without prejudice and in addition to any other provisions of the Agreement, all Transactions entered into Markets other than those operated by HKFE shall be subject to the following provisions:
- (a) The Client acknowledges and agrees that 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 jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.
 - (b) The Client acknowledges and agrees that the protections given to money or other property which deposited for foreign transactions are limited to the Foreign Jurisdiction, Foreign Regulators, Foreign FE Rules and the Foreign Futures Laws, particularly in the event of WF Trading Agent insolvency or bankruptcy. The Client further agrees that neither WF Futures nor any of the WF Financial Group Companies nor any of their respective officers, employees or agents shall be liable to the Client for any loss or liability which the Client may incur in such events. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property 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.
 - (c) The Client acknowledges and agrees that such Transactions entered into Markets other than those operated by HKFE will be subject to the Foreign FE Rules, with the result that the Client may have a markedly different level and type of protection in relation to those Transactions as compared to the level and type of protection afforded by HKFE Rules, the Regulations (as defined in HKFE Rules) and the Procedures (as defined in HKFE)
 - (d) The Client acknowledges that subject to any applicable law, WF Futures may take the opposite position to the Client's order in relation to any Exchange Contract and/or F/O Contract, whether on WF Futures' own account or for the account or for the account of any of the WF Financial Group Companies or other clients of WF Futures, provided that such trade is executed

competitively on or through the facilities of Foreign Futures Exchange in accordance with the Foreign FE Rules;

- (e) The Client agrees and acknowledges that the Clearing House other than HKCC may do all things necessary to transfer any open positions held by WF Trading Agent on behalf of the Client and any money to the credit of the Client's Account with WF Futures to another member of the relevant Foreign Futures Exchange in the event of the membership rights of WF Trading Agent are suspended or revoked by those Foreign Futures Exchange;
- (f) The Client authorizes WF Futures to apply any moneys or approved debt securities which the Client may pay to WF Futures in the manner specified in the relevant Foreign FE Rules and, in particular, WF Futures may apply such moneys in or towards meeting WF Futures' obligations to any party insofar as such obligations arise in connection with or incidental to the business of dealing in F/O Contracts transacted on the Client's behalf;
- (g) The Client acknowledges that WF Futures is bound by the relevant Foreign FE Rules which may permit such Foreign Futures Exchange to take steps to limit the positions or require the closing out of contracts of the Client who in the opinion of such Foreign Futures Exchange are accumulating positions which are or may be detrimental to any particular Market or Markets or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be;
- (h) The Client acknowledges and agrees that the contract specifications, product specifications, prospectus, risk disclosure statements, disclaimers, full explanation of margin procedures and the circumstances under which a Client's position may be closed without the Client's consent may be posted on the WF Website from time to time which shall be binding on the Client;
- (i) The Client acknowledges and accepts that if WF Futures exceeds any trading limits or position limits imposed pursuant to the Foreign FE Rules, the relevant authority shall be entitled to require WF Futures to close out or to effect the transfer in accordance with the Clearing Rules to another member of such number of open positions (which may include all or part of the open positions of the Client) as will in the opinion such Foreign Futures Exchange result in WF Futures complying with the position limits.

Internet Futures / Derivatives Trading Agreement

Client agrees that the Account may be open one or more futures / derivatives trading account(s) (the “Account”) to be operated through Internet Trade Service, in Client name or on Client behalf for the purpose of and in connect with the sale and purchase of futures / derivatives products, and the Client agrees that the Account shall be accordance with and subject to the following terms and conditions in addition to the Futures Client’s Agreement:-

1. Definition and Construction

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

“Access Code”	means together the Password and the User Name;
“Account”	means Internet futures / derivatives trading account with Wing Fung Futures Limited (“Broker”) operated through the Internet Trade Service;
“Client”	means any individual, firm or company under the Account whose particulars are set out in Account Application Form;
“Internet Trading Service”	means the on-line futures / derivatives trading service provided by Broker under this Agreement comprising the Electronic Trading Service, any information contained in Broker’s Web site and the software comprising in them;
“Electronic Trading Service”	means the facility which enables the Client to give electronic Instruction and to access the information services provided by the Internet trade;
“Instruction”	means any instruction for the buying or selling of or otherwise dealing in any futures / derivatives products;
“Internet Trading Policy”	means the policy relating to the operation of the Internet Trade Service as amended from time to time;
“Password”	means Client’s personal password used in conjunction with the User Name to gain access to the Service;
“Client’s Agreement”	means Broker Client’s Agreement;
“Broker”	means Wing Fung Futures Limited;
“User Name”	means the Client’s personal identification used in conjunction with the Password to gain access to the Electronic Trading Service and other services offered by the Broker.;

1.2. Words denoting the singular shall include the plural and vice versa, reference to one gender shall

include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.

2. Internet Trade Service

- 2.1. The Client understands that the electronic Trading Service is semi-automated facility which enables the Client to send electronic Instruction and receive information services.
- 2.2. The Client agrees to use the Electronic Trading Service and any additional services offered through the Internet Trade Service only in accordance with the terms of this Agreement in addition to the Client's Agreement.
- 2.3. The Client shall be the only authorized user of the Electronic Trading Service under the Account. Client understands and acknowledges that the Internet Trade Service relies on the Access Codes to authenticate the Client as the authorized user for the Account. The Client shall be responsible for the confidentiality and use of the Access Codes. The Client acknowledges and agrees that, Client shall be solely responsible for all Instructions entered through the Electronic Trading Service using the Access Code and neither Broker nor Broker's directors, officers or employees shall have any liability to the Client, or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any Instruction.
- 2.4. Client acknowledges that the Internet Trade Service is proprietary to Broker. The Client warrants and undertakes that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Internet Trade Service. The Client acknowledges that Broker may take legal action against Client, if the Client at any time breach this warranty and undertaking or if the Broker at any time reasonably suspect that Client has breached the same. The Client undertakes to notify Broker immediately if the Client become aware that any of the actions described above in this paragraph is being perpetrated by any other person.
- 2.5. The Client further acknowledges and agrees that, as a condition of using the Electronic Trading Service to give Instructions, the Client shall immediately notify Broker if: (a) an Instruction in respect of the Account has been placed through the Electronic Trading Service and Client has not received an order number; (b) an Instruction in respect of the Account has been placed through the Electronic Trading Service and Client has not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (c) the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which Client did not instruct or any similar conflict; or (d) the Client become aware of any unauthorized use of the User Name or Password.
- 2.6. The Client understands that the Broker shall prepare the Internet Trading Policy setting out the operation policy and procedures of the Internet Trade Service applicable at any time which shall be available at the Internet Trade web site the terms of which shall be binding on Client in respect of the Client use of the Internet Trade Service. In the event of inconsistencies between the terms of the Agreement and the Internet Trading Policy, the terms of this Agreement shall prevail.
- 2.7. The Client acknowledges that the price quotation service, if any, for futures / derivatives trading, available at the Internet Trade web site is provided by a third party provider appointed by Broker from time to time. Client acknowledges and agrees that Broker shall not be responsible to the Client

for any losses, costs, expenses, damages or claims which Client may suffer as a result of or in connection with any aspect of the quote service including Client reliance on such service.

- 2.8. The Client understands that the Electronic Trading Services may provide, for informational purpose only, data about futures / derivatives 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 futures / derivatives products or investment. The Client understands that whilst the Broker believes such data to be reliable, there is no independent basis for the Broker to verify or contradict the accuracy or completeness of the information provided by third parties. The Client understands that no recommendation or endorsement from Broker shall be inferred from the data provided with respect to any futures / derivatives products or investment.
- 2.9. The Client understands that information provided in the Electronic Trading Services is provided on an “as is”, “as available” basis and Broker do not guarantee the timelessness, sequence, accuracy, adequacy or completeness of such information. Broker gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for particular use) with respect to such information.
- 2.10. The Client accept the risks of receiving or gaining access to services through and communicating and conducting transactions over the Internet or other electronic means or facilities for the purpose of the Internet Trade Service.

3. The Account

- 3.1. The Client acknowledges that, Client may only access the Account through the Internet and the Client agrees that should Client’s experience any problem in researching Broker through the Internet, the Client shall attempt to use alternative methods to communicate with Broker and inform Broker of the difficulty the Client experiencing.
- 3.2. When opening the Account, the Client shall state in the account application the amount of the Client initial deposit of funds in the Account for the use with the Internet Trade Service. Such amount shall be paid to Broker’s offices or bank account either by cheque, bankers draft or telegraphic transfer. The Client acknowledges that the Access Codes shall not be notified to the Client until cleared funds in the amount stated on the account application have been received by Broker.

4. Instructions-dealings through in the Internet Trade Service

- 4.1. Broker shall not be responsible for delays in the transmission, receipt or execution of Instructions due to either transmission of communication facilities, or unreliable medium of communication or to any other cause beyond the Broker control or anticipation.
- 4.2. The Client understands that each participating futures / derivatives trading exchange or association asserts a proprietary interest in all of the market data if furnishes to the parties who disseminate such data. The Client also understands that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information. Neither Broker nor any disseminating party shall 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 negligent act of Broker or any disseminating party, or to any force majeure event, or any other cause beyond Broker control or the reasonable control of any disseminating party. The Client shall use

stock quotation for the Client individual use only and shall not furnish such data to any other person or entity for any reason.

- 4.3. The Client acknowledges that the Internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond Broker control. The Client acknowledges that, as a result of such unreliability, there may be delays in the transmission and receipt of Instruction and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. The Client further acknowledges and agrees that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by Client. The Client acknowledges and agrees that Instruction may not be cancelled after it has been given.

5. Instructions Outside Hong Kong

If Client gives any Instruction to the Broker 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 my Instruction is given, and Client further agrees that, Client shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. The Client accept 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 possible.

6. Risk Disclosure Statement

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

Standing Authority of Account

1. Standing Authority for Account (Client Money)

This Authority covers money held or received by WF Securities and/or WF Futures (including any interest derived from the holding of the money which does not belong to WF Securities and/or WF Futures) in any account maintained by us with WF Securities and/or WF Futures, the net equity balance of which exceeds the minimum margin requirements affecting us or that account, as may from time to time be prescribed by law or any relevant regulatory authority (the "Monies").

Unless the context otherwise requires, all the expressions used in this Authority shall have the same meanings as in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and the Securities and Futures (Client Money) Rules (Cap. 571I of the Laws of Hong Kong) as amended from time to time.

2. This Authority authorizes WF Securities and/or WF Futures to, in our sole discretion and without having to provide Clients with any prior notice or to obtain any prior confirmation and/or direction from the Client, to:
 - 2.1 Combine or consolidate any or all segregated accounts of any name whatsoever and either individually or jointly with others, maintained by WF Securities and/or WF Futures and/or any company(ies) within the group of companies (as defined in the Companies Ordinance) to which we belong ("Wing Fung Financial Group") for the purpose of satisfying the Clients' obligations or liabilities to any member of the Wing Fung Financial Group, whether such obligations or liabilities are actual or contingent, primary or collateral, secured or unsecured or joint or several;
 - 2.2 Transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by any member of Wing Fung Financial Group.
 - 2.3 Transfer any sum of Monies interchangeable between any of the segregated accounts maintained at any time by any member of Wing Fung Financial Group and any segregated accounts maintained with counter-broker (whether in Hong Kong or overseas) upon or before any instructions have been given, for the purpose of satisfying margin requirement and/or settlement requirement (if applicable);
 - 2.4 Keep the Clients' Monies with overseas clearing firm(s), broker(s) and financial institution(s) after trading to facilitate future trading or to transfer the Client's Monies interchangeably between the segregated account(s) opened and maintained by us in Hong Kong and the segregated account(s) opened and maintained by us with any overseas clearing firm(s), broker(s) and financial institution(s) outside Hong Kong; and
 - 2.5 Convert the Clients' Monies into any other currency(ies) upon or before any instructions have been given, for the purpose of satisfying margin requirement and/or settlement requirement (if applicable).
3. The Clients acknowledge and agree that we may do any of the things set out in the above without

giving notice to the Clients.

4. This Authority is given without prejudice to other authorities or rights which Wing Fung Financial Group may have in relation to dealing in Monies in the segregated accounts.
5. This Authority is valid for a period of 12 months from the date of Agreement, subject to renewal by the Client or deemed renewal under the Client Money Rules.
6. This Authority may be revoked by giving the Wing Fung Financial Group written notice addressed to the Customer Service Department at the Company's address specified in the Account Opening Form or such other address which the Company may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of 7 days from the date of the Company's actual receipt of such notice.
7. The Clients understand that the Client Money Standing Authority shall be deemed to be renewed on a continuing basis without the Clients' written consent if we issue to the Clients a written reminder at least 14 days prior to the expiry date of the Client Money Standing Authority, and the Clients do not object to such deemed renewal before such expiry date.
8. The Clients undertake to indemnify the Company against all costs, expenses, liabilities, losses or damages arising out of or suffered by the Company and/or any of the Wing Fung Financial Group Companies as a result of their acting in accordance with this standing authority.
9. In the event of any difference in interpretation or meaning between the English and Chinese version of this Authority, the English version shall prevail.
10. The Clients confirm that this Authority has been explained to the Clients and the Clients fully understand the contents of this Authority and have sought, or have had the opportunity to seek, legal advice concerning its contents and effect.

Appendix 1 Risk Disclosure Statements for Futures and Options Trading

The following risk disclosure statements are provided pursuant to the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

RISK OF TRADING FUTURES AND OPTIONS TRADING

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

1. FUTURES

1.1. EFFECT OF 'LEVERAGE' OR 'GEARING'

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

1.2. RISK-REDUCING ORDERS OR STRATEGIES

The placing of certain orders (e.g. 'stop-loss' orders, or 'stop-limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

2. OPTIONS

2.1. VARIABLE DEGREE OF RISK

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is 'covered' by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

3. ADDITIONAL RISK COMMON TO FUTURES AND OPTIONS

3.1. TERMS AND CONDITIONS OF CONTRACTS

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

4. SUSPENSION OR RESTRICTION OF TRADING AND PRICING RELATIONSHIPS

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

5. DEPOSITED CASH AND PROPERTY

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

6. COMMISSION AND OTHER CHARGES

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

7. TRANSACTIONS IN OTHER JURISDICTIONS

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

8. CURRENCY RISKS

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your 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.

9. TRADING FACILITIES

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or Exchange Participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

10. 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 jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

11. Electronic trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your 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 reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

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

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

Appendix 2 Personal Data (Privacy) Policy

At Wing Fung Financial Group Limited and its subsidiaries ("WFG"), we want to provide the best service possible to our customers. One way that we do this is by using customer information to provide our customers with convenient access to the right products and services. We also recognize that our customers have important expectations regarding the use of that information. Safeguarding customer information is a matter that we take seriously. That is why we at WFG have set forth the following principles to affirm our long-standing commitment to confidentiality:

1. From time to time, it is necessary for customers who are individuals to supply WFG with data which are personal data ("Data") for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong). The purposes for which Data (and other information) relating to customers may be used are as follows:
 - (a) the daily operation of the services and facilities provided to customers; conducting credit checks;
 - (b) assisting other institutions to conduct credit checks;
 - (c) ensuring customers' ongoing credit worthiness;
 - (d) designing financial services or related products for customers' use;
 - (e) marketing financial services or related products to customers;
 - (f) determining the amount of indebtedness owed to or by customers;
 - (g) meeting the requirements to make disclosure under the requirements of any law or regulations;
and
 - (h) any purposes relating to any of the foregoing.
2. Data (and other information) held by WFG relating to customers will be kept confidential but WFG may disclose, and it is a condition of WFG providing services, products and information to customers that each customer consents to the disclosure of, all Data (and other information) to:
 - (a) any officer, employee, agent, contractor or third party who provides administrative, credit information, debt collection, telecommunications, computer, payment or other services to WFG in connection with the operation of their business;
 - (b) any financial institution with which the customer has or proposes to have dealings;
 - (c) regulatory authorities and other relevant government bodies;
 - (d) any other person under a duty of confidentiality to WFG including a company within WFG which has undertaken to keep such information confidential.
 - (e) We share information regarding customers among WFG only in accordance with strict internal security standards and confidentiality policies and with applicable law.
 - (f) We hold our employees fully accountable for adhering to those standards, policies and laws.
 - (g) We do not share information about our customers with other companies except in order to conduct our business, comply with applicable law, protect against fraud or make available special offers of products and services that we feel may be of interest to our customers. We may also provide information to regulatory authorities and law enforcement officials in accordance with applicable law.
 - (h) We have established high standards for protecting information regarding our customers from unauthorized alteration or destruction.
3. WFG may, in accordance with the Personal Data (Privacy) Ordinance and any other applicable law:
 - (a) match, compare or exchange any Data or other information provided by, or in respect of, a

customer with Data (or other information) held by WFG or any other person for the purpose of:

- credit checking;
- Data (and other information) verification;
- otherwise producing or verifying Data (and other information) which may be used for the purpose of taking adverse action against the customer or any other person at any time;

(b) transfer such Data (and other information) to any place outside Hong Kong (whether for the processing, holding or use of such Data (and other information) outside Hong Kong).

4. WFG intend to use your personal data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

(a) your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by WFG from time to time may be used by WFG in direct marketing;

(b) the following classes of services and products may be marketed:

- financial, securities, commodities, leveraged foreign exchange, bullion investment and related services and products and facilities;
- reward, loyalty or privileges programmes in relation to the class of marketing subjects as referred to above; and
- services and products offered by WFG's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be) in relation to the class of marketing subjects as referred to above.

If you do not wish WFG to use or provide to other persons your data for use in direct marketing as described above, you may exercise the opt-out right by notifying WFG in writing to the address provided below in clause 6 of this policy.

5. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance each customer has a right to:

(a) check whether WFG hold Data about the customer and the right of access to such Data;

(b) require WFG to correct any Data relating to the customer which is inaccurate; and

(c) ascertain WFG's policies and practices in relation to Data and to be informed of the kind of personal data relating to the customer held by WFG.

6. Request for access and/or correct any data that customer has submitted shall be 20/F, Wing On House, No. 71 Des Voeux Road Central, Hong Kong

7. In accordance with the terms of the Personal Data (Privacy) Ordinance, WFG has the right to charge a reasonable fee for the processing of any Data access request.

8. At WFG, information regarding our customers is used solely in the legitimate conduct of our business, to deliver superior service and to design products and special offers that demonstrate our understanding of our customers and their needs.

Appendix 3 Disclaimer

DISCLAIMER delivered pursuant to the relevant provisions of the regulations for trading Futures and Options Contract based on existing & subsequent indices developed by the Hong Kong Futures Exchange Limited.

Stock indices and other proprietary products upon which contracts trades on Hong Kong Futures Exchange Limited (“Exchange”) may by based from time to time be developed by the Exchange. The HKFE Taiwan Index is the first of such stock indices developed by the Exchange. The HKFE Taiwan Index and such other Indices or proprietary products as from time to time be developed by the Exchange (“Exchange Indices”) are the property of the Exchange. The process of compilation and computation of each of the Exchange Indices is and will be the exclusive property of the proprietary to the Exchange. The process and basis of compilation and computation of the Exchange Indices may at any time be changed or altered by the Exchange without notice and the Exchange may at any time require that trading in and settlement of such futures or options contracts based on any of the Exchange Indices as the Exchange may designate be conducted by reference to an alternative index to be calculated. The Exchange does not warrant or represent or guarantee to any Participant or any third party the accuracy or completeness of any of the Exchange Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of the Exchange Indices is given or may be implied. Further, no responsibility or liability whatsoever relating to any of the Exchange Indices is given or may be implied. Further no responsibility or liability whatsoever is accepted by the Exchange in respect of the use of any of the Exchange Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limit to those resulting from negligence) of the Exchange or any other persons or persons appointed by the Exchange to compile and compute any of the Exchange Indices in the compilation and computation of any of the Exchange Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Participant or any third part dealing with futures or options contracts based on any of the Exchange Indices. No claims, actions or legal proceedings may be brought by any Participant or any third party against the Exchange in connection with or arising out of matters referred to in this disclaimer. Any participant or any third party engages in transactions in futures and options contracts based on any of the Exchange Participant or any third party engages in transactions in futures and options contracts based on any of the Exchange Indices in full knowledge of this disclaimer and can place no reliance on the Exchange on respect of such transactions.

DISCLAIMER in Relation to Trading of Stock Index Futures Contracts

Hang Seng Indexes Company Limited (“HSIL”) currently publishes, compiles and computes a number of stock indexes and may publish, compile and compute such additional stock indexes at the request of Hang Seng Data Services Limited (“HSDS”) from time to time (collectively, the “Hang Seng Indexes”). The marks, names and processes of compilation and computation of the respective Hang Seng Indexes are the exclusive property of and proprietary to HSDS. HSIL has granted to the Exchange by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on any of the Hang Seng Indexes respectively (collectively, “Futures Contracts”). The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice and the Exchange may at any time require that trading in and settlement of such of

the Futures Contracts as the Exchange may designate be conducted by reference to an alternative index or alternative indexes to be calculated. Neither the Exchange nor HSDS nor HSIL warrants or represents or guarantees to any participant or any third party the accuracy or completeness of the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indexes or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSIL in respect of the use of the Hang Seng Indexes or any of them for the purposes of and in connection with the Futures Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant or any third party dealing with the Futures Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant or any third party against the Exchange and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer. Any participant or any third party deals in the Futures Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSIL. For the avoidance of doubt, this disclaimer does not create any contractual or quasi-contractual relationship between any participant or third party and HSIL and/or HSDS and must not be construed to have created such relationship.

DISCLAIMER in Relation to Trading of Stock Index Option Contracts

Hang Seng Indexes Company Limited (“HSIL”) currently publishes, compiles and computes a number of stock indexes and may publish, compile and compute such additional stock indexes at the request of Hang Seng Data Services Limited (“HSDS”) from time to time (collectively, the “Hang Seng Indexes”). The marks, names and processes of compilation and computation of the respective Hang Seng Indexes are the exclusive property of and proprietary to HSDS. HSIL has granted to the Exchange by way of license the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on any of the Hang Seng Indexes respectively (collectively, the “Option Contracts”). The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice and the Exchange may at any time require that trading in and settlement of such of the Option Contracts as the Exchange may designate be conducted by reference to an alternative index or alternative indexes to be calculated. Neither the Exchange nor HSDS nor HSIL warrants or represents or guarantees to any participant or any third party the accuracy or completeness of the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indexes or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSIL in respect of the use of the Hang Seng Indexes or any of them for the purposes of and in connection with the Option Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant or any third party against the Exchange and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer. Any participant or any third party deals in the Option Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSIL. For the avoidance of

doubt, this disclaimer does not create any contractual or quasi-contractual relationship between any participant or third party and HSIL and/or HSIDS and must not be construed to have created such relationship.

(Note: In the event of any difference in interpretation or meaning between the Chinese and English version of this disclaimer, the English version shall be prevailed.)

Appendix 4 Client-Based Delta Position Limits Imposed by HKFE Rule 632A

HKFE Rule 632A imposes a limit on the position in HSI Futures, HSI Options, Mini-HSI Futures and Mini-HSI Options combined held by a person or group of persons. This Rule is intended to avoid potentially destabilizing market conditions arising from an over concentration of positions accumulated by a single person or group of persons. Details of the said rule are set out as follow. If you are in any doubt about this document or the risks involved in non-compliance with Rule 632A, you should consult your dealer to independent professional. (In the event of any difference in interpretation or meaning between the Chinese and English version of this document, the English version shall be prevailed).

1. No person shall own or control positions in HSI Futures, HSI Options Mini futures and Mini-HSI Options Markets combined that exceed a position delta of 10,000 long or short in all contract months combined, or own or control positions in the Mini-HSI Futures Market or Mini-HSI-Options that exceed a position delta of 2,000 long or short in all contract months combined. For this purpose, the position delta of one Mini-HSI Futures Contract will have a value of 0.2 and the position delta of one mini-Hang Seng Index Option Contract will be one fifth of the position delta of the corresponding series in the Hang Seng Index Option Contract (“Position Limit”).
2. In determining the position delta for a person, the positions of all accounts under the direct or indirect common control or management of a person, and the positions of all accounts of persons acting pursuant to an express or implied agreement or understanding, shall be subject to aggregation.
3. Where different accounts or groups of accounts are managed by the same person or follow the investment strategies of the same person, the positions in such accounts shall be considered to be under the direct or indirect common control or management of the person and shall be aggregated for the purpose of Exchange Rule 632A. These include, but not limit to, mutual funds, discretionary accounts or trusts advised or managed by the same investment adviser, strategist or fund manager.
4. If a Client holds positions of an account or aggregated accounts which exceed the Position Limit, HKFE will request our Company to liquidate the Client’s position necessary to bring the account or aggregated accounts into compliance with the Position Limit.
5. In addition, our Company will not execute Client’s order when the Broker has knowledge that such Client’s aggregated position approach the Position Limit and that the execution of such order will result in a breach of the Position Limit.