

Notice of Amendments to the “Client Agreement” and “Risk Disclosure Statement”

With effect from 23 Sep 2024 (the “**Effective Date**”), please be informed that the Company’s “Client Agreement” and “Risk Disclosure Statement” will be amended. We summarized the amendments to the “Client Agreement” and “Risk Disclosure Statement” below. [For your easy reference, we have underlined the newly added words and crossed out those deleted words in the amended clauses.]

“Client Agreement”

1. Append the definition of “business day”, “HKEX” and “trading day” under Clause 1.1

“business day” has the meaning, in relation to HKFE, as defined in Chapter 1 of Rules of the HKFE, and, in relation to any other Exchange, as defined in similar rules of such Exchange;

“HKEX” means Hong Kong Exchanges and Clearing Limited;

“trading day” has the meaning, in relation to HKFE, as defined in Chapter 1 of Rules of the HKFE, and, in relation to any other Exchange, as defined in similar rules of such Exchange;

2. Append the Clause 1.3 after the existing Clause 1.2

1.3 Notwithstanding the other provisions to the contrary in this Agreement and solely for purpose of the Broker's following services and in relation to the Transactions:

- (a) dealing and clearing of commodities; commodities futures and option contracts;
- (b) ancillary services provided through electronic means to support trading and clearing activities of Hong Kong's securities and derivatives markets; and / or
- (c) other services as may be made available by the Broker from time to time for compliance with the SWT Arrangement (defined below)

(collectively called “SWT Services”), this Agreement is subject to and shall be deemed as overruled or modified by the SWT Arrangement implemented by HKEX from time to time including those published under the Appendix II to the Consultation Conclusions regarding Severe Weather Trading of Hong Kong Securities and Derivatives Markets (collectively called the “SWT Arrangement”). Those SWT Services relevant to the severe weather trading operational arrangements (such as trading, clearing and settlement services and operations) in Hong Kong's securities and derivatives markets mentioned in this Agreement shall not be deferred despite that (i) Typhoon Signal No. 8 or above, or Black Rainstorm Warning is issued by the Hong Kong Observatory; or (ii) extreme conditions is announced by the Hong Kong Government (collectively called “SW conditions”). Details of the SWT Arrangement are available at the website of HKEX. To the extent of conflict or inconsistency between the provisions of (a) this Agreement and (b) the SWT Arrangement, the Transactions, business, operation, services and affairs of the Broker in relation to the Broker's SWT Services under this Agreement during any SW conditions shall be subject to and deemed as modified to the intent of compliance with the SWT Arrangement.

3. Amend the existing Clause 5.17

5.17 All money, Approved Securities, Approved Debt Securities and other property received by the Broker from the Client or from any other person (including the Clearing House) for the account of the Client shall be held by the Broker as trustee, segregated from the Broker's own assets and paid into a Segregated Bank Account or a Segregated Securities Account or a Segregated Debt Securities Account as soon as practicable and in any event within the next ~~bank trading~~ business day after receipt thereof, and all money, Approved Securities, Approved Debt Securities or other property so held by the Broker shall not form part of the assets of the 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 the Broker's business or assets. All monies, Approved Securities or Approved Debt Securities received by the Broker from the Client or from any other person (including the Clearing House) shall be held in the manner specified under paragraphs 7 to 12 of Schedule 4 to the Code and the Client hereby authorizes the Broker to apply any such monies, Approved Debt Securities or Approved Securities in the manner set out in Clauses 7.5 to 7.6 below and also in or towards meeting the Broker's obligations to any party insofar as such obligations arise in connection with or incidental to Contracts transacted on the Client's behalf.

4. Amend the existing Clause 7.10

7.10 All Sums payable by the Client in connection with this Agreement shall be exclusive of all Taxation. If any Taxation is required by law to be withheld from such payments, the amount payable by the Client shall be increased to the extent necessary to ensure that, after the making of any withholding, the Broker receives on the due ~~day date~~ a net sum equal to what it would have received and retained had no deduction been made.

5. Amend the existing Clause 20.3

20.3 All notices and other communications shall be deemed to be duly given to the Client (a) if delivered personally or by telephone, when actually delivered to the Client; (b) if sent by post or by email, two calendar days after the date of posting or sending; and (c) if given or made by telex or facsimile, when the same is sent in its entirety to the telex or fax number of the Client; provided that any notice or other communication to be given by the Client to the Broker shall be effective only when actually received by the Broker.

“Risk Disclosure Statement”

6. Amend the existing Section C Clause 3

C.3 Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if we issue to you a reminder at least 14 calendar days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

The amended “Client Agreement” and “Risk Disclosure Statement” will be binding on you with effect from the Effective Date unless you terminate the relevant account(s) with us on or before the Effective Date. If you continue to use any of the services under the “Client Agreement” and “Risk Disclosure Statement” after the Effective Date, you will be deemed to have accepted the above amendments.

Please contact any of our branches or our Customer Services Hotline at 3768-9988 if you have any enquiries.

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