

CLIENT AGREEMENT AMENDMENT FOR SECURITIES TRADING

DEFINITION AND INTERPRETATION

“FATCA” or “Foreign Account Tax Compliance Act” means (i) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations or other official guidance; (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of the legislation or guidance referred to in (i) above; and (iii) any agreement pursuant to the implementation of the legislation or guidance referred to in (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“Shanghai-HK Stock Connect” is the Shanghai Stock Exchange and Hong Kong Stock Exchange will allow the two-side investors through the local securities companies (or brokers) can trade within a predetermined range of other exchange-listed stocks. Shanghai and Hong Kong stock market trading is a interconnection mechanism.

Risk of trading Renminbi products:

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

Exchange rate risk: The value of the Renminbi against the Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economical conditions and by many other factors. For Renminbi products, the value of investor’s investment in Hong Kong dollar terms may decline if the value of Renminbi depreciates against Hong Kong dollar.

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

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

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

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

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

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

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

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

FATCA COMPLIANCE

Disclosure, Consent and Waiver: The Client hereby agrees and consents that SOUTHWEST, SOUTHWEST Group and their agents and service providers may collect, store and process information obtained from the Client or otherwise in connection with this Agreement and/or the Client’s transactions for the purposes of complying with FATCA and/or other applicable law, including disclosures between SOUTHWEST and any of them and to the governmental authorities of the United States of America, Hong Kong and/or other jurisdictions. To the extent permitted by law, Client hereby waives any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent compliance by SOUTHWEST, SOUTHWEST Group and their agents and service providers with FATCA and/or other applicable law. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws.

The Client shall ensure that, before the Client or anyone on its behalf discloses information relating to any third party to SOUTHWEST, SOUTHWEST Group or their agents or service providers in connection with this Agreement or the Client’s transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow SOUTHWEST, SOUTHWEST Group and their agents and service providers to collect, store, process and disclose his, her or its information as described in this Clause.

Provision of Information:

The Client shall upon request by SOUTHWEST confirm to SOUTHWEST (i) whether the Client is a person who is entitled to receive payments free

from any deduction or withholding as required by FATCA (the “FATCA Exempt Person”); and (ii) supply to SOUTHWEST such forms, documentation and other information relating to the Client’s status under FATCA (including its applicable pass-through rate or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as SOUTHWEST reasonably requests for the purposes of that SOUTHWEST’s compliance with FATCA (and the compliance of any of SOUTHWEST Group).

- If the Client confirm to SOUTHWEST pursuant to the above that the Client is a FATCA Exempt Party and the Client subsequently becomes aware that the Client is not, or has ceased to be a FATCA Exempt Party, the Client shall notify SOUTHWEST as soon as reasonably practicable.
- If the Client fails to confirm its status or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for avoidance of doubt, where paragraph (b) above applies), then::
- If the Client failed to confirm whether the Client is (and/or remains) a FATCA Exempt Party then the Client will be treated as if the Client is not a FATCA Exempt Party; and
- If the Client failed to confirm its applicable pass-through rate then the Client will be treated as if its applicable, pass-through rate is 100%, until such time as the Client provide SOUTHWEST the requested confirmation, forms, documentation or other information.

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

SHANGHAI-HONG KONG STOCK CONNECT

Without prejudice to any other provisions in this Agreement, the Client acknowledges and accepts the following additional terms and conditions applicable to trading in securities (“SSE Securities”) listed in the Shanghai Stock Exchange (“SSE”) through the Shanghai-Hong Kong Stock Connect (“Northbound trading”):

1. The Client must understand and comply with all the applicable by-laws, codes, rules and regulations of SSE (“SSE Rules”) and other applicable laws and regulations of Mainland China relating to Northbound trading (together “Northbound Trading Regulations”). SOUTHWEST will not and does not intend to advise the Client on any of such Northbound Trading Regulations. The Client should consult the Northbound Trading Regulations (including but not limited to the information about Northbound Trading Regulations published by Hong Kong Exchanges and Clearing Limited which can be accessed at its website) and obtain professional advice as necessary;
2. The Client hereby agrees and authorizes SOUTHWEST to do or not to do whatever act without Client’s prior approval in connection with any Northbound trading of the Client as SOUTHWEST in its absolute discretion deems appropriate to comply with any Northbound Trading Regulations or any orders, directions, notices or requests from any authorities. SOUTHWEST shall not be liable for any loss or damage directly or indirectly suffered by the Client arising from or in connection with such action or inaction of SOUTHWEST;
3. The Client must understand fully the rules and regulations of Mainland China in relation to securities investment, such as short-swing profits, disclosure obligations and follow such rules and regulations accordingly;
4. SOUTHWEST may in its absolute discretion refuse to execute or complete any instructions from the Client on any grounds such as, for example, in SOUTHWEST’ reasonable belief, execution of such instructions may not be compliant with any Northbound Trading Regulations, or the Client does not have sufficient securities to settle delivery obligation or sufficient cash (in Renminbi) to settle payment obligation;
5. Pre-trade checking is in place so that the Client must have his/her shares transferred to SOUTHWEST’ corresponding Central Clearing And Settlement System (“CCASS”) account or its related company account before the commencement of trading on a trading day if the Client intends to sell the shares during a trading day;
6. All trading must be conducted on SSE, i.e. no over-the-counter (OTC) or manual trades are allowed;
7. No day trading is allowed;
8. Naked short selling is not allowed;
9. Foreign shareholding restriction (including the forced-sale arrangement) is in place and SOUTHWEST has the right to “force-sell” the Client’s shares upon receiving the forced-sale notification from the Exchange;
10. SOUTHWEST has the right to cancel the Client’s orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;
11. SOUTHWEST may not be able to send in the Client’s order cancellation requests in case of contingency such as when the Exchange loses all its communication lines with SSE, etc and the Client shall still bear the settlement obligations if the orders are matched and executed;
12. SOUTHWEST may forward the Client’s identity and other information to the Exchange which may on-forward to SSE for surveillance and investigation purposes;
13. If the SSE Rules are breached, or the disclosure and other obligations referred to in the SSE Listing Rules or SSE Rules is breached, SSE has the power to carry out an investigation, and may, through the Exchange, require SOUTHWEST to provide relevant information and materials and to assist in its investigation. The Client shall upon request by SOUTHWEST, SSE or the Exchange provide such information and provide such assistance as requested. The Client hereby waives the benefit of any applicable secrecy laws and personal data protection laws;
14. The Exchange may upon SSE’s request, require SOUTHWEST to reject orders from the Client;
15. The Client needs to understand and accept the risks concerned in Northbound trading, including but not limited to prohibition of trading securities listed in SSE, being liable or responsible for breaching the SSE Listing Rules, SSE Rules and other applicable laws and regulations;
16. SSE may request the Exchange to require SOUTHWEST to issue warning statements (verbally or in writing) to the Client, and not to extend Northbound trading to the Client;
17. SOUTHWEST shall have no obligation to collect or receive or take any other action in relation to any payment or distribution in respect of SSE Securities for the Client’s account, or to notify the Client about any notice, circular, announcement or similar corporate action in respect of SSE Securities;
18. The Client shall be solely responsible for all fees, charges, levies and taxes and all filing, tax returns, and other registration or reporting obligations as may be required by any relevant authority, relating to any of the Client’s investment through Northbound trading and any incomes, dividends, profits and entitlements in respect of such investment; and SOUTHWEST, Hong Kong Exchanges and Clearing Limited, the Exchange, the Exchange’s subsidiaries, SSE and SSE’s subsidiaries and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the Client or any third parties arising from or in connection with Northbound trading or the China Stock Connect System.

Yours faithfully,
Southwest Securities (HK) Brokerage Limited