

iFAST FINANCIAL (HK) LIMITED

CLIENT AGREEMENT FOR SECURITIES ACCOUNT

The following terms and conditions apply to all securities accounts opened and maintained with iFAST Financial (HK) Limited (CE No. AMY844), a company licensed to carry on Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Cap. 571), and is situated at Suite 4601, Two Exchange Square, 8 Connaught Place, Central, Hong Kong.

1. INTERPRETATION

1.1. In this Agreement, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires: -

"Account" means the securities account of the Customer maintained with IFHK through which such Customer effects the Transactions pursuant to this Agreement or where applicable, the Discretionary Account as defined below;

"Applicable Laws" means all relevant or applicable statutes, laws, rules, regulations, directives, notices and circulars (whether of governmental bodies or authorities or self-regulatory organisations in relation to which IFHK is a member) applicable in Hong Kong or elsewhere;

"Application Form" means the application form provided by IFHK to the Customer in accordance with its general operating procedures for the application by the Customer to open an Account;

"Business Day" means a day on which IFHK is open for business;

"CIS" means a SFC-licensed representative appointed by IFHK to provide the investment advisory services in Clause 8;

"Codes" shall have the meaning ascribed to it in Clause 10.2;

"Custodian" means a custodian (whether in Hong Kong or otherwise) appointed by IFHK from time to time in respect of any Security subscribed for or purchased by the Customer through the Account;

"Customer" means any person or persons who hold(s) and operate(s) an Account with IFHK and includes the successors in title or legal representatives, whichever is applicable, of the Customer;

"Dealing Day" means, in respect of any Security, a day on which dealings take place or may be effected in relation to the relevant Security;

"Discretionary Account" means the securities account of the Customer maintained with IFHK, where the Customer has granted a discretionary authority to IFHK to make investment decisions and execute Securities Transactions on behalf of the Customer through the securities account under the Discretionary Portfolio Management Services, and the operation of such account shall be in accordance with the provisions set out in the Supplemental Agreement (Discretionary Portfolio Management Services);

"Discretionary Portfolio Management Services" mean the asset management services provided by IFHK as described in the Supplemental Agreement (Discretionary Portfolio Management Services);

"Electronic Services" shall have the meaning ascribed to it in Clause 10.1;

"Fee Schedule" means the schedule containing the fees and charges as imposed by IFHK on the Customers from time to time as set out in the Fundsupermart.com.hk website;

"Fund" means any unit trust, investment fund, mutual fund or any other collective investment scheme authorised or recognised by the relevant authorities in Hong Kong for offer and distribution to the public in Hong Kong and distributed by or made available through IFHK from time to time;

"IA Services" means the investment advisory services provided by IFHK to the Customer for the provision of investment advices and investment recommendations on any Security which is transacted via the Account by taking into account the Customer's investment objectives, investment experience, financial background and other circumstances as set out in Clause 8;

"IFHK" means iFAST Financial (HK) Limited;

"Loss" means any and all loss, damage, costs (including cost of funding), charges and expenses of whatsoever nature and howsoever arising, including legal fees on a full indemnity basis;

"Manager" means the manager and/or issuer of any Fund;

"Officer" means any officer or employee of IFHK;

"Order" means any authorisation, request, instruction or order (in whatever form and howsoever sent) given or transmitted to IFHK by the Customer or which IFHK or an Officer reasonably believes to be the authorisation, request, instruction or order of the Customer, and includes any authorisation, request, instruction or order to revoke, ignore or vary any previous authorisation, request, instruction or order;

"Parties" means IFHK and the Customer;

"Person" includes any individual, government, statutory body, business, firm, partnership, corporation or unincorporated body;

"Product Issuer" means the Manager, issuer, provider, secondary market dealer, or market maker of any Security;

"Security" means debentures, stocks, shares, bonds, notes, rights, warrants, Units in any Fund, certificates of deposit issued by a government, body corporate or unincorporated or international body and includes any derivative instrument (including any warrant, option, transferable subscription right, loan stock and convertible right) in respect of any security;

"Service Fee" has the meaning set out in Clause 11.11;

"SFC" means the Securities and Futures Commission of Hong Kong;

"Transaction" means any transaction effected under the Account in respect of any Security and includes applications for, subscription, switching, transferring and redemption of Units in any Security at or through IFHK's website at www.fundsupermart.com.hk or such other medium as IFHK may establish or permit from time to time;

"Unit" means a share or unit in a Security; and

"Upfront Fee" means a fee, charged at the time of purchase. This fee is the sales charge payable to IFHK. It is deducted upfront from the total subscription monies received and the net sum remaining shall be used to subscribe for Units in the relevant Securities.

- 1.2. Any reference to a statutory provision shall include such provision as may from time to time be modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any Transaction.

2. SCOPE AND APPLICATION

- 2.1. The terms and conditions herein shall apply to the provision by IFHK to the Customer of all trading facilities and services in respect of all Securities under the Account and/or the Discretionary Account.
- 2.2. IFHK reserves the right to add to, amend or vary any the terms and conditions under this Agreement at any time in its sole and absolute discretion and any additions, amendments or variations (the "Amendments") shall take effect and bind each Customer from such date as IFHK may prescribe provided that IFHK gives prior written notice to the Customer by sending the Amendments to the Customer by post, fax, electronic mail or other means as may be agreed by the Customer.
- 2.3. The Customer acknowledges that Transactions effected by IFHK on the Customer's behalf are subject to the laws, regulations, by-laws, rules, customs, usage, rulings and interpretations and transaction levies of the relevant market, exchange, clearing house or jurisdiction as amended from time to time.
- 2.4. The Customer hereby gives IFHK absolute discretion to effect Transactions. IFHK may act on instructions given electronically which IFHK reasonably believes to have come from the Customer or to have been given on the Customer's behalf. IFHK will not be under any duty to verify the authority of the person(s) giving those instructions. IFHK will act as the execution agent and IFHK does not warrant to the Customer the value, merit or suitability of the Transactions save for the situations described below:
- (i) where the Customer is advised by our CIS via the IA Services set out in Clause 8 below;
 - (ii) where the Transaction involves the purchase of any derivative products; or
 - (ii) where the Transaction is executed under the Discretionary Account via the Discretionary Portfolio Management Services.

3. GENERAL CONDITIONS/APPOINTMENT OF CUSTODIAN

- 3.1. The Customer authorises, consents and agrees to the disclosure by IFHK and/or any of its Officers or agents, at any time and from time to time, of any or all information in respect of any particulars of the Customer, the Transactions or the Account to any Person as IFHK may, in its sole and absolute discretion, deem fit, appropriate or necessary, or when such disclosure is made in accordance with Applicable Laws.

- 3.2. The Customer shall not, without the prior written consent of IFHK, assign, charge or encumber any Account or the Customer's rights therein, or create or permit to create, in favour of any Person (other than IFHK) any interest by way of trust or otherwise in any Account. IFHK shall not be required to recognise any Person other than the Customer as having any interest in any Account.
- 3.3. Without prejudice to Clause 3.4 but subject to compliance with Applicable Laws, IFHK may, when necessary and at its sole and absolute discretion, hold all Securities for which the Customer has subscribed or purchased, on behalf of the Customer as custodian. If so instructed by a Customer, IFHK shall also be entitled to place any redemption monies or other monies deposited by such Customer with IFHK in an omnibus account to be held on trust on behalf of such Customer. In acting as a custodian for the Customer, IFHK's sole duty shall be to act as bare trustee in respect of the Securities and cash and to take care of such Securities and cash as it would in respect of similar properties or assets belonging to IFHK. Without prejudice to the preceding, IFHK shall be under no responsibility or obligation to take any action or notify the Customer in respect of any Security and cash unless otherwise instructed by the Customer.
- 3.4. IFHK is hereby irrevocably authorised by the Customer to appoint a Custodian for any period of time to hold any and/or all of the Securities subscribed for or purchased on behalf of the Customer. As long as IFHK exercises good faith and uses reasonable care in the selection and continued appointment of the Custodian, IFHK shall have no responsibility for or obligation in respect of the performance by the Custodian of any of the duties delegated to it by IFHK in relation to the Account or any Security held by the Custodian on behalf of the Customer.
- 3.5. Where custody services are provided to the Customer either by IFHK or the Custodian, the Customer shall pay to IFHK such fees and other costs, charges and expenses as may be imposed by IFHK in its sole and absolute discretion from time to time in respect of these services provided IFHK gives prior written notice to the Customer by sending the relevant Fee Schedules to the Customer by post, fax, electronic mail or other means as may be agreed by the Customer, and hereby authorises IFHK to debit the Account for all such fees, costs, charges and expenses.
- 3.6. The Customer acknowledges and consents to the fact that any Securities and cash belonging to the Customer held with the Custodian or IFHK may be held with Securities and cash held for other customer of the Custodian or IFHK on an aggregate or omnibus basis (where not prohibited by law). The Customer understands that Securities and cash held on an aggregate or omnibus basis may not be specifically identifiable by separate certificates, other physical documents or equivalent electronic records and that the Customer shall not have any right to any specific Securities or cash held by IFHK or the Custodian but will be entitled, subject to the provisions in this Agreement, to delivery by IFHK or the Custodian of Securities of the same class, denomination and nominal amount and which rank pari passu with those accepted and held by IFHK or the Custodian for the Customer, notwithstanding any corporate actions (mergers or sub-divisions, capital re-organisation, etc) which may have occurred. IFHK shall keep and maintain records of the respective Customer's interest in any Securities and cash which have been held on an aggregate or omnibus basis.
- 3.7. IFHK may engage or appoint any Person (who is not an Officer or related to IFHK) to carry out any Order or to exercise any authority granted to IFHK by the Customer whether under this Agreement or otherwise. In making such engagement or appointment, IFHK shall not be liable to the Customer for any Loss suffered or incurred by the Customer as a result of any act or omission of such Person.
- 3.8. The Customer's relationship with IFHK, the operation of the Account and the implementation of all Orders shall be subject at all times to the Applicable Laws. IFHK may take or refrain from taking any action whatsoever, and the Customer shall do all things required by IFHK, in order to procure or ensure compliance with Applicable Laws.
- 3.9. The Customer hereby agrees to ratify and confirm all Transactions and all acts and things done or caused to be done or effected by IFHK and/or the Custodian on the Customer's behalf in relation to the Account or the Securities held on behalf of the Customer and agrees that such Transactions, acts and/or things done shall also be governed by this Agreement.
- 3.10. The Customer hereby irrevocably appoints IFHK through any of its directors or officers as the attorney of the Customer for each and all of the terms and conditions under this Agreement and authorises such directors or officers of IFHK to sign and execute all documents and perform all acts in the name and on behalf of the Customer in connection therewith, whether in respect of any Transaction relating to the Account or this Agreement or in respect of anything required to give effect and/or substance thereto. For the avoidance of doubt, nothing in this Clause shall impose any obligation on IFHK to take any action or exercise any rights as the Customer's attorney and IFHK shall at all times have the absolute discretion in determining whether or not to exercise any of its powers as the Customer's attorney hereunder.
- 3.11. The Customer agrees that all monies (including any redemption monies or cash placed into the Cash Account or omnibus account maintained with IFHK or the Custodian) and/or Securities and/or all other property of the Customer in IFHK or the Custodian's custody shall be subject to a general lien in favour of IFHK for the discharge of all or any indebtedness and other obligations of the Customer to IFHK. The Customer shall not be entitled to withdraw any monies or withdraw or dispose of such Securities held by IFHK pending the repayment or satisfaction in full to IFHK of any indebtedness or obligation of the Customer to IFHK.

- 3.12. IFHK shall be entitled, without notice to the Customer, to set-off any debts owing by the Customer against any amounts due to the Customer whether the debts are actual or contingent and irrespective of any differences in currency. IFHK shall be entitled to effect such currency conversions and at such rates of exchange as IFHK may in its sole and absolute discretion determine for the purposes of effecting such set-off.
- 3.13. The Customer acknowledges that as a general rule, excess monies of the Customer (unless refunded to the Customer), will be commingled with excess funds from other customers of IFHK in an omnibus trust account and that administratively, it would not be practical or feasible and is economically counter-productive to attempt to allocate the respective interest entitlement (if the trust account is interest-bearing) on an individual basis in view of the constant fluctuations in the value of the collective funds in such trust account. The Customer agrees to waive and relinquish in favour of IFHK any and all entitlements to interest accruing to the Customer's share of funds in such trust account. Where IFHK utilises a bank to deposit Customer's monies, IFHK's sole responsibility to the Customer as regards the utilisation of such bank shall be to exercise reasonable care in the selection of such bank. The Customer will not hold IFHK liable for any wilful action or omission, default, fraud or negligence by the bank.
- 3.14. Whenever the Customer receives any statements of account, contract notes (if applicable), confirmations or notifications in respect of any Order or any document (the "Statement") provided in relation to the Account from IFHK, the Customer agrees that it will inform IFHK of any mistakes or omission or disagreements within seven (7) days from the date of the relevant Statement. If the Customer fails to do so, the Customer is deemed to have agreed to the contents in such Statement and will no longer have the right to dispute the accuracy of the Statement. Nothing in this Clause shall prevent IFHK from unilaterally amending any such Statement for any inaccuracy it detects.
- 3.15. Any instructions (oral or otherwise) purported to be given by any person other than the Customer, need not be acted on by IFHK or the Custodian but IFHK and the Custodian are authorised to act on any and all such instructions which IFHK or the Custodian believes in good faith, or has reasonable ground to believe, to have come from the Customer as soon as such instructions have been received by IFHK or the Custodian without requiring written confirmation thereof. IFHK and the Custodian shall not be liable for any loss, damage, cost, charge and expense incurred by the Customer as a result of IFHK or the Custodian so acting.
- 3.16. IFHK shall have no responsibility or duty to the Customer to investigate, participate in or take any action whatsoever concerning proxies received, attendance at meetings and voting therein.

4. CASH ACCOUNT

- 4.1. A cash account (the "Cash Account") would be opened for the Customer, through which the Customer's investment monies under this Agreement could be transacted.
- 4.2. Unless otherwise instructed by the Customer, IFHK has the discretion to use the Cash Account to: -
- (a) deposit the redemption proceeds and distribution income from the Customer's investments;
 - (b) pay the relevant Service Fees, the Loss stated in Clause 5.2 and any other fees and charges imposed by IFHK from time to time with the available funds in the Cash Account; and
 - (c) deposit any other monies of the Customer.
- 4.3. The Customer acknowledges that the monies in the Cash Account may be deposited by IFHK into interest-bearing bank accounts. The Customer agrees to waive and relinquish in favour of IFHK a portion or all entitlements to interest accruing to the Customer's monies in the Cash Account. Notwithstanding this, IFHK may in its sole and absolute discretion, from time to time, pay a portion of the said interest back to the Customer where the relevant interest will be set out clearly in the statement of accounts disseminated to the Customer.
- 4.4. IFHK reserves the right to impose minimum values for deposits into and/or withdrawals from the Cash Account. The said minimum values, if applicable, would be updated from time to time on IFHK's website.
- 4.5. IFHK reserves the right to return the balance monies in the Cash Account to the Customer if the balance monies fall below a minimum value to be determined by IFHK.
- 4.6. Client money of IFHK shall be treated and dealt with in compliance with the provisions of the Securities and Futures Ordinance (Cap. 571, laws of Hong Kong) and relevant rules made thereunder and relevant client money from time to time received on the Customer's behalf will be paid into a segregated account for client money maintained in Hong Kong with an authorised financial institution or any other person approved by the SFC.

5. SECURITIES PROVISIONS

- 5.1. The Customer may instruct IFHK to execute any Transaction by placing an Order with IFHK. Upon the receipt of such Order, IFHK shall execute the Transaction by placing an order with the relevant Manager or Product Issuer. The Order becomes irrevocable immediately after IFHK has executed the Transaction by placing an order with the relevant Manager or Product Issuer. In the case of an Order for the subscription of Units, IFHK shall execute the Transaction by placing the Order with the relevant Manager or Product Issuer: -
- (a) where the subscription is settled by cheque payment, upon the receipt of the Order and cheque. IFHK may, at any time in its sole and absolute discretion, in certain circumstances require the clearance of the cheque before placing the Order; or
 - (b) where the subscription is settled by internet payment, upon the receipt of the Order and payment;
- 5.2. If, in accordance with Clause 5.1 above, IFHK has executed a subscription Transaction before the actual receipt of the necessary application monies and fees, the Customer shall procure that payment in cleared funds should be received by IFHK within such time period specified by IFHK in its sole and absolute discretion from time to time. If payment is not received within the time period specified by IFHK or where there is confirmation of insufficient funds in the Customer's bank account, the subscription may be cancelled forthwith or resold to the Manager or Product Issuer without any liability or responsibility on the part of IFHK, in which event the Customer shall be responsible for any Loss suffered by IFHK resulting from the failure by the Customer to make such payment. IFHK reserves the right to set off the said Loss against the available balance in the Customer's Cash Account.
- 5.3. Orders placed by the Customer with IFHK may be aggregated and consolidated either daily or from time to time by IFHK together with orders placed by IFHK's other customers or any other person whom IFHK deems fit, for the purposes of placement of the orders by IFHK with the relevant Manager or Product Issuer.
- 5.4. Orders (and monies) received by IFHK on any Dealing Day before the relevant cut-off time (as may be specified by IFHK in its sole and absolute discretion) shall be consolidated with other orders (and monies) for placement with the relevant Manager or Product Issuer on the same Dealing Day. Orders (and monies) received after the specified cut-off time shall be deemed to be an Order received by IFHK on the next Dealing Day and shall only be placed with the relevant Manager or Product Issuer on the next Dealing Day.
- 5.5. Where IFHK has placed a consolidated order for the subscription of Units or for the switching of Units with the relevant Manager or Product Issuer, the Manager or Product Issuer will (subject to the Manager or Product Issuer's right to refuse or reject any such order pursuant to the trust deed and/or prospectus of the relevant Fund or Security) issue the relevant Units to and register the Units in the name of the Custodian or the Customer (whichever is applicable). The Units so issued will be allotted or allocated among the Customer and the other relevant Customers of IFHK in any order or manner as IFHK may in its sole and absolute discretion determine.
- 5.6. Where the Customer gives an Order for the switching of Units, IFHK will subscribe for Units required by the Customer only after the confirmation and completion of the redemption of the relevant existing Units which are being switched.
- 5.7. The Customer acknowledges that any Manager, Fund or Product Issuer which receives the order from IFHK is not obliged to accept the order in part or whole. IFHK shall not be liable or responsible for any action or rejection on the part of any Manager, Fund or Product Issuer in respect of any order. IFHK or the Custodian shall have no responsibility nor liability for ensuring that the relevant Manager, Fund or Product Issuer allots the Units or for any Losses (including any loss of investment opportunity) which the Customer may suffer or incur as a result of any refusal to accept or delay in accepting such order by the Manager, Fund or Product Issuer.
- 5.8. The Customer acknowledges that the issue prices and redemption (realisation) prices are determined by the Manager or the Product Issuer in accordance with the constitutive document of the relevant Security or prescribed procedures on any Dealing Day. Accordingly, any price or value quoted by IFHK to the Customer in respect of any Unit in any Security is not conclusive and is indicative only. The Customer hereby agrees that in placing its Order, it is not relying on any such information provided to it by IFHK and acknowledges that the applicable issue or redemption price in relation to the Customer's Order may be different from the indicated or quoted prices.
- 5.9. The Customer acknowledges that he/she is aware of the arrangements in relation to claiming and receiving dividends and other entitlements accruing to the Customer. The arrangements are as determined by the Manager or the Product Issuer.
- 5.10. IFHK reserves the right to delay or refuse to process, and check or verify the Transaction and/or Order if, in its reasonable opinion, there are grounds for doing so.

6. RISKS

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

- 6.2. In relation to investments into Securities, the Customer acknowledges that it has read or will obtain from either IFHK or the relevant Manager, Fund or Product Issuer up-to-date versions of the prospectuses or any materials supplied by the relevant Manager, Fund or Product Issuer that might exist on the date of the Transaction and the date of the Order given by the Customer to IFHK prior to placing any Order with IFHK to subscribe for Units in such Securities. The Customer acknowledges and agrees that IFHK shall bear no liability or responsibility whatsoever to the Customer for any error, misstatement or omission in any Prospectus or report or any other material prepared by or issued by any Manager, Fund, Product Issuer or willful action or omission, default, fraud or negligence by the Manager, Fund or Product Issuer.
- 6.3. Save for the IA Services provided by IFHK under Clause 8 and the Discretionary Portfolio Management Services provided by IFHK under the Discretionary Account, IFHK accepts no responsibility and will bear no liability to the Customer for giving any recommendation or advice to the Customer as to whether to invest or not to invest in any Security, or in connection with the performance of any Fund. The Customer acknowledges the desirability and importance of seeking independent financial or professional advice with respect to any dealings or investments in Securities or investment opportunities. The Customer acknowledges that any dealings or investments under the Account in any such Security is solely and exclusively made by the Customer based on the Customer's own judgment and after the Customer's own independent appraisal and investigation into the risks associated with such dealings or investments have been made.
- 6.4. Customer acknowledges that his/her assets received or held by IFHK outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which are different from the laws of Hong Kong and the rules made thereunder. Consequently such assets may not enjoy the same protection as that conferred on the Customer's assets received or held in Hong Kong.
- 6.5. Internet: -
- (a) Customer acknowledges that the internet is, due to unpredictable telecommunications traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the control of IFHK. Customer acknowledges that, as a result of such unreliability, there may be delays in the transmission and receipt of instructions and other information and this may result in delays in the execution of Orders and/or the execution of Orders at prices different from those prevailing at the time the Orders were given. Customer further acknowledges that and agrees that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Customer.
- (b) IFHK shall not be responsible for delays in the transmission, receipt or execution of Orders due to a breakdown or failure of transmission of communication facilities, or to any other cause or causes beyond IFHK's control or anticipation.
- 6.6. The Customer acknowledges and agrees that the returns of any Security, in particular where its investments are denominated in a currency other than its reporting currency, may be affected by exchange rate fluctuations where there is a need to convert from the currency denomination of the investment to another currency

7. REGULAR SAVINGS PLAN

- 7.1. If the Customer at any time apply for and is accepted by IFHK to use the services that enable the Customer to make investments in Regular Savings Plan ("RSP"), the Customer shall be subject to the terms and conditions under this Clause 7.
- 7.2. The minimum RSP investment amounts shall be in accordance with the relevant prospectuses supplied by the relevant Manager (the "RSP Minimum Account Requirements").
- 7.3. The Customer acknowledges and agrees to at all times comply with the RSP Minimum Account Requirements.
- 7.4. Making Contributions
- (a) Monthly Contributions
- (A) Direct Debit Authorization ("DDA")
- (i) Contributions under the RSP may be made through DDA from a bank account in the Customer's name held through relevant banks in Hong Kong (the "RSP Bank Account") to the bank account prescribed by IFHK for such contributions. As the set up of the DDA facility for the Customer will take at least 4 to 6 weeks, the Customer may make contributions by cheque or electronic means as determined by IFHK until the DDA facility is set up.
- (ii) The Customer's RSP Bank Account will be debited by IFHK under the DDA four Business Days before each RSP dealing date.

- (iii) If a foreign exchange conversion is required, the Customer's contribution will be converted at market rates provided by such bank or person as IFHK may specify.
 - (iv) The Customer's contributions will be invested by IFHK in accordance with the Customer's instructions to invest in one or more Securities nominated by the Customer from time to time.
- (B) Cash Account
- (i) Contributions under the RSP may be made through the Customer's Cash Account.
 - (ii) The Cash Account will be debited by IFHK on each RSP dealing date.
 - (iii) If a foreign exchange conversion is required, the Customer's contribution will be converted at market rates provided by such bank or person as IFHK may specify.
 - (iv) The Customer's contributions will be invested by IFHK in accordance with the Customer's instructions to invest in one or more Securities nominated by the Customer from time to time.
- (b) Failed Contributions
- (A) DDA
- The Customer shall ensure that the Customer maintain sufficient funding in the RSP Bank Account to cover the monthly contributions that are debited from it under the DDA. Failed DDA contributions cannot be replaced by any other form of payment and will result in failure to make the relevant investment in accordance with the Customer's instruction.
- (B) Cash Account
- The Customer shall ensure that the Customer maintain sufficient funding in the Cash Account to cover the monthly contributions. Failed Cash Account contribution cannot be replaced by any other form of payment and will result in failure to make the relevant investment in accordance with the Customer's instruction.

7.5. Changing Contributions and Investment Selections

- (a) Amount of Contribution
- (A) DDA
- If the Customer wishes to change the amount of contributions under the RSP, subject to the RSP Minimum Account Requirements, the Customer may do so provided that a written notice in the prescribed form is given by the Customer to IFHK at least 7 Business Days before the 5th day of the month from which the change takes effect.
- (B) Cash Account
- If the Customer wishes to change the amount of contributions under the RSP, subject to the RSP Minimum Account Requirements, the Customer may do so provided that a written notice in the prescribed form is given by the Customer to IFHK. Change can be made anytime except on the 15th of each month. Any change in RSP instructions received after the 15th of a particular month will only take effect on the next contribution date.
- (b) Re-allocation of Investments
- (A) DDA
- The Customer may change all or part of the investment selection under the RSP provided that a written notice in the prescribed form is given by the Customer to IFHK at least 7 Business Days before the 5th day of the month from which the change takes effect.
- (B) Cash Account
- The Customer may change all or part of the investment selection under the RSP provided that a written notice in the prescribed form is given by the Customer to IFHK. Change can be made anytime except on the 15th of each month. Any change in RSP instructions received after the 15th of a particular month will only take effect on the next contribution date.

7.6. Redeeming Investments

- (a) The Customer may redeem any or all of the investments in Securities under the RSP or terminate the use of the RSP provided that a written notice in the prescribed form is given by the Customer to IFHK. The date of redemption will be the first dealing day for the selected Securities from the date of receipt of the redemption notice by IFHK.
- (b) Proceeds will be released pursuant to the settlement period of the selected Securities. The Customer may redeem part of the investments in a Security through the RSP provided that:
 - (i) the Customer instructs IFHK in writing in the prescribed form; and
 - (ii) the remaining balance of the customer's investment in the Security meets: -
 - (A) the minimum investment requirement of the relevant Security; and
 - (B) the RSP Minimum Account Requirements.

7.7. Fees for the RSP

There is no additional fees payable by the Customer to IFHK for setting up and maintaining a regular investment contribution under the RSP. However, the Service Fees as set out in the Fee Schedule shall continue to apply to the Orders.

8. INVESTMENT ADVISORY SERVICES

- 8.1. If the Customer at any time requests and apply for investment advisory services ("IA Services") to be provided by CIS and is accepted by IFHK to provide such IA Services to the Customer, the Customer shall be subject to the terms and conditions under this Clause 8.
- 8.2. The Customer must reserve or make a booking in advance, with IFHK, for the provision of the IA Services. The IA Services will be conducted by CIS either via face to face meetings, telephone, electronic mail or such other means as may be agreed between IFHK and the Customer.
- 8.3. Prior to providing the IA Services, CIS will conduct the "Know Your Customer" ("KYC") procedures to gather and assess the Customer's personal background information which include but not limited to his/her investment objective, financial background, risk tolerance, and knowledge on derivatives in accordance with the Code of Conduct for Persons Licensed by or Registered with the SFC which may be amended by the SFC from time to time. Such KYC findings will be recorded in the prescribed form.
- 8.4. In providing the IA Services, CIS shall endeavour to ensure that any recommendations or advice on investments or Products made to the Customer are suitable and appropriate in light of the Customer's personal circumstances and risk tolerance. CIS shall explain to the Customer on the underlying rationale and risks associated with the relevant investments or Products being recommended and in the event that there is a mismatch between the recommended investments or Products with the Customer's risk tolerance, CIS shall notify the Customer of such mismatch and provide the necessary warnings to the Customer.
- 8.5. CIS shall provide the Customer with the regulatory required product related documents, including but not limited to the offering document, key fact statement and factsheet of the product either via hard copy or electronically.
- 8.6. The Customer is required to sign off and acknowledge his/her consent and acceptance of the findings and recommendations of the CIS in the prescribed form, and a copy of such form will be provided to the Customer.
- 8.7. There is no additional fees payable by the Customer to IFHK for the provision of the IA Services. However, IFHK may, in its sole and absolute discretion, impose such fees from time to time with respect to the IA Services provided IFHK gives prior written notice of the relevant fees and charges by sending the same to the Customer by post, fax, electronic mail or other means as may be decided by IFHK.

9. TRANSACTION LIMITS AND RESTRICTIONS

- 9.1. IFHK may, at any time in its sole and absolute discretion, impose upon the Customer any position or Transaction limits, or any trading or Transaction restrictions. Such limits may include minimum sizes for Transactions, specified times or procedures for communicating Orders to IFHK or otherwise. Such limits may also be set by a regulatory, statutory or such other body as may govern the Transactions. In placing Orders with IFHK, the Customer shall not exceed any limits or

breach any restrictions, whether imposed by IFHK or any such body. IFHK shall have the absolute discretion whether to accept and partially execute any such Order to ensure that the relevant limit or restriction imposed is not breached or to entirely reject such Order.

10. ELECTRONIC SERVICES

- 10.1. IFHK may, from time to time and at its sole and absolute discretion, provide to the Customer, such computer or telephone services or systems (including but not limited to services or information accessible through IFHK's proprietary software) (the "Electronic Services") for the purposes of placing Orders.
- 10.2. The Customer has the sole responsibility and shall be liable for the security and safe-keeping of the Customer's Account number as well as any and all passwords, identification and other codes issued to the Customer by IFHK or by any certification authority duly recognised by IFHK for the purpose of enabling the Customer to access the Electronic Services and the Account (the "Codes").
- 10.3. The Customer agrees that IFHK shall be entitled to rely on the correct entry of the Codes in order to ascertain whether any Order placed with IFHK is that of the Customer's and to act on that assumption. The Customer shall be fully responsible and liable for any Orders placed with IFHK through the use of the Electronic Services notwithstanding that such Order may have been given by a third party with or without authority to give such instructions or Order on behalf of the Customer.
- 10.4. In utilising the Electronic Services, the Customer agrees not to do anything that will violate, infringe, prejudice or in any way affect IFHK's or any third party's intellectual property rights ("IP Rights") and shall take all necessary measures to preserve and protect these IP Rights. All IP Rights (whether by way of copyright or otherwise) in the information or reports available from or generated by the Electronic Services vest solely in and will remain the exclusive property of IFHK.
- 10.5. IFHK shall not be liable to the Customer for any Loss whatsoever and howsoever caused or arising from the use by the Customer of the Electronic Services, including but not limited to: -
- (a) the loss or unauthorised use of the Codes;
 - (b) the unauthorised use of or access to the Electronic Services;
 - (c) any delay, fault, failure or loss of access to, or unavailability of the Electronic Services for whatever reason.
- 10.6. In the use of the Electronic Services, the Customer shall not: -
- (a) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the Electronic Services in any manner whatsoever without the express written consent of IFHK and shall not use the information for any wrongful or illegal purpose or in contravention of Applicable Laws;
 - (b) make any additions, modifications, adjustments or alterations to, tamper any part or corrupt any information or services available on or through the Electronic Services;
 - (c) permit any equipment or software to be linked to or communicate in any manner or be used in connection with any other service or system whereby any information and/or reports obtained from IFHK may be accessed, used, stored or redistributed by or through such other equipment or software; and
 - (d) use the facilities available under the Electronic Services otherwise than as stipulated under this Agreement or such other directions which may be issued by IFHK from time to time.
- 10.7. In providing the Electronic Services to the Customer, IFHK may in its sole and absolute discretion, from time to time and without notice to the Customer: -
- (a) amend, modify, suspend or terminate the operation of the Electronic Services;
 - (b) suspend or terminate the Customer's access to or use of the Electronic Services; or
 - (c) deactivate the Codes,
- and shall not be liable to the Customer for any Loss which may be suffered by the Customer consequent upon any of the above actions.
- 10.8. For corporate Accounts, the Customer acknowledges and consents that any Orders placed via the Electronic Services with a single login through the Codes, shall be considered as a valid and binding instruction from the

Customer to IFHK, notwithstanding anything mentioned to the contrary in the board resolution of the corporate Customer.

11. FEES AND PAYMENT

- 11.1. The Customer shall promptly pay all of IFHK's fees and/or other charges at such rates and in such manner as IFHK may, in its sole and absolute discretion, impose and stipulate from time to time with respect to the execution of any Transaction or otherwise for the maintenance of the Account or the provision of any service or facility to the Customer in connection with the Account provided IFHK gives prior written notice of the relevant fees and charges by sending the same to the Customer by post, fax, electronic mail or other means as may be agreed by the Customer.
- 11.2. The Customer shall promptly pay to IFHK any outstanding sum on the due date of the relevant Transaction, or upon demand by IFHK as provided for under this Agreement.
- 11.3. IFHK shall be entitled to charge interest on any sum or payment due to IFHK from the Customer at such rate and calculated and/or compounded in such manner as IFHK may, in its sole and absolute discretion, impose and determine from time to time and to debit the Account in respect of the interest due.
- 11.4. All payments from the Customer to IFHK or from IFHK to the Customer shall be settled in the relevant Currency of the Fund or Security ("Fund Currency") whose Units are being subscribed for or redeemed unless otherwise agreed between IFHK and the Customer. In the event that monies accruing to the Account is received by IFHK in a currency other than the Fund Currency, such monies shall be converted to the Fund Currency at such rate of exchange as IFHK may, in its sole and absolute discretion decide, before IFHK credits the Account. Where IFHK and the Customer have agreed that the payments shall be settled in a currency other than the Fund Currency, such payments shall be settled at a rate of exchange as shall be determined by IFHK in its sole and absolute discretion. The Customer shall be fully responsible and liable for any Losses resulting from any currency conversion. If for any reason IFHK cannot effect payment or repayment to the Customer in the Fund Currency, or in the agreed currency between IFHK and the Customer, IFHK may effect payment or repayment in the equivalent of any other currency selected by IFHK based on the applicable rate of exchange at the time the payment or repayment is due.
- 11.5. All payments made by the Customer to IFHK shall be in free and clear funds and free of deductions or withholdings. If the Customer is obliged by law to make such deduction, the Customer shall pay to IFHK such greater amount which after deduction shall ensure that the net amount actually received by IFHK will equal the amount which would have been received by IFHK had no such deduction been required.
- 11.6. The Customer acknowledges that all payments for any subscription Transaction in relation to any Security shall be made payable to "iFAST Nominees (HK) Limited", or such Person as specified by IFHK from time to time.
- 11.7. Any taxes (excluding any tax as mentioned in the Supplemental Agreement on Tax Requirements), duties, disbursements, costs and/or other expenses incurred by IFHK in connection with the Account or otherwise in connection with the Customer shall be borne by the Customer who shall reimburse IFHK for any such said payments made by IFHK on behalf of the Customer. All interest, fees, commissions and other charges of IFHK are exclusive of any goods and services tax or any other applicable sales tax which shall be borne and separately charged to the Customer.
- 11.8. Redemption proceeds received by IFHK will be paid or credited in accordance with this Agreement or the Customer's instructions or otherwise, as required by Applicable Laws, to the Customer's Cash Account. The redemption proceeds will be net of any fees, charges or expenses incurred in connection with the redemption.
- 11.9. The Customer acknowledges that in relation to investments in the Securities, the Manager, Fund and/or Product Issuer would pay monies (by way of commissions, discounts, fees or otherwise) to IFHK in connection with, or in relation to, the issue of Units to or for the Customer, or other dealings in connection with Units in any Security. The Customer agrees that IFHK may retain these monies for its sole benefit and is under no obligation to account to the Customer for such monies.
- 11.10. IFHK may at its full and absolute discretion charge an Upfront Fee on the total subscription monies received for the subscriptions of Units in any of the Securities. The Upfront Fee accrues to IFHK and is deducted upfront from the total subscription monies received and the net sum remaining shall be used to subscribe for Units in the relevant Security. Where an Upfront Fee is charged by IFHK, no other sales charge or initial sales charge may be charged by the Manager or Product Issuer of the relevant Security. Where no Upfront Fee is charged by IFHK, a sales charge or initial sales charge will be charged by the Manager or Product Issuer of the relevant Security. IFHK reserves the right to vary and increase the Upfront Fee from time to time as set out in the Fee Schedule.
- 11.11. The Fee Schedule specifies the fees and charges payable to IFHK by the Customer ("Service Fee").
- 11.12. For the avoidance of doubt, if at any time the balance in the Cash Account is insufficient to pay the Service Fees due and payable, the Customer irrevocably direct and authorise IFHK to, without prior notice to the Customer:
- (a) firstly redeem or transfer out any Securities invested by the Customer at the sole discretion of IFHK;

- (b) secondly, combine or consolidate all or any of the Customers' Accounts with IFHK ("Other Dealing Accounts") in Customers' name, and set-off or transfer any sum standing to the credit of any one or more of the Other Dealing Accounts, towards the satisfaction of any outstanding Service Fees. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by IFHK) prevailing in such foreign exchange market as IFHK shall determine to be relevant on the date of the combination, set-off or transfer. The Customer shall pay the Service Fees before he/she fully redeem the investments held in his/her Account; and
- (c) thirdly, to settle the outstanding Service Fees by any other means as requested by IFHK.

12. BENEFICIARY ACCOUNTS (NOT APPLICABLE TO THE DISCRETIONARY ACCOUNT)

12.1. If an Account is opened or maintained in the name of more than one Person or in the name of a partnership: -

- (a) The term "Customer" shall refer to each Person or partner jointly and severally, and the liability of each such Person or partner to IFHK shall be joint and several; and
- (b) IFHK shall be entitled to debit that Account at any time in respect of any sum howsoever due or owed to IFHK by any of the Persons in whose name the Account is opened or maintained or constituting the Customer.

No Person constituting the Customer shall be discharged, nor shall his liability be affected by, any discharge, release, time, indulgence, concession, waiver or consent given at any time by any one or more of the other such Persons constituting the Customer.

12.2. In respect of each Account referred to in Clause 12.1 above, there shall be designated a single Person, who is above 18 years of age, to instruct Orders in respect of such Account (the "Designate") and no Person other than such Designate shall place an Order. The Order of the Designate shall be deemed to be the Order of all the Persons constituting the Customer and any notice or communication addressed and sent by IFHK to the Designate shall be deemed to have been addressed and sent to all the Persons constituting the Customer and where the Designate shall have received or is deemed to have received any such notice or communication, all the Persons constituting the Customer shall be deemed to have received the same. Redemption proceeds received by IFHK or any other payments will be paid or credited into the Customer's Cash Account unless otherwise instructed by the Designate, subject at all times to the Applicable Laws. For the avoidance of doubt, where the Customer has requested for the redemption proceeds or withdrawals from the Cash Account to be made in cheque or other payment modes agreeable by IFHK, the said cheque or other payment modes shall be made payable only to the main applicant and/or the beneficiary applicant of the Account.

12.3. The doctrine of survivorship shall apply to any Account opened in the joint names of more than one Person or in the name of a partnership. Accordingly, in the event of the death of such Person or any partner constituting the Customer, the Account shall immediately vest in the surviving Person(s) or partner(s) (as the case may be). If the surviving Person is a minor under law (i.e. below 18 years of age), IFHK shall, subject to Applicable Laws, act on the instructions of the legal guardian of the surviving minor provided the guardian agrees to indemnify IFHK in writing against any losses, damages and legal costs which may be incurred by IFHK as a result of acting on the guardian's instructions. In the absence of evidence to the contrary, IFHK shall regard the surviving minor's natural parents as the legal guardian.

13. CHANGE OF PARTICULARS

13.1. The Customer agrees and undertakes to notify IFHK immediately of any change in the particulars of the Customer, or any information relating to any Account or to this Agreement, supplied to IFHK or to update the changes online. IFHK shall at all times be entitled to rely on the records in the Application Form last submitted by the Customer unless any change in the particulars therein have been notified to IFHK or updated online by the Customer. IFHK is not obliged to verify any particulars furnished or updated online by the Customer and IFHK shall not be liable or responsible for any Loss suffered or incurred by the Customer or any other Person by reason of any error or omission in the completion of the Application Form or in the furnishing or online updating of the particulars by the Customer.

14. MONEY LAUNDERING

14.1. The Customer hereby warrants that: -

- (a) the Customer is the underlying principal of the Account;
- (b) no person other than the Customer has or will have any interest in the Account; and
- (c) all monies as may be paid to IFHK from time to time shall come from a legitimate (and not illegal) sources.

- 14.2. The Customer agrees to provide all such information and documents as may be necessary to verify the Customer's identity and do all such acts and things as may be necessary to enable IFHK to comply with all applicable anti-money laundering and know-your-customer laws, rules and regulations (whether in Hong Kong or elsewhere). The Customer agrees that IFHK shall not be liable or responsible in anyway whatsoever and shall be held harmless against any Loss arising as a result or in connection with any delay or failure to process any application or transaction if such information and document requested by IFHK have not been promptly provided by the Customer to IFHK.

15. AUTHORITY OF PERSONAL REPRESENTATIVES

- 15.1. All acts performed by IFHK prior to receiving written notice of the Customer's death, incapacity of or incapability shall be valid and binding upon the Customer and the Customer's successors in title.
- 15.2. In the event of the Customer's death, IFHK shall be absolutely protected in acting under this Agreement until IFHK receives actual notice of death from the legal personal representatives or executors of the Customer. The legal personal representatives or executors will be recognised by IFHK as having the sole authority to act under this Agreement on behalf of the deceased Customer.

16. GENERAL INDEMNITY

- 16.1. In addition and without prejudice to any other right or remedy of IFHK (at law or otherwise) the Customer shall indemnify and hold IFHK harmless from and against any and all Loss suffered or incurred by IFHK as a result of: -
- (a) any failure by the Customer to comply with the terms and conditions under this Agreement;
 - (b) IFHK acting in accordance with the Orders or in any manner permitted under this Agreement;
 - (c) any change in any Applicable Laws; and/or
 - (d) any act or thing done or caused to be done by IFHK in connection with or referable to this Agreement or any Account or the instructions of the Customer.

The Customer's obligation to indemnify IFHK shall survive the termination of the Account, this Agreement or the Electronic Services.

17. GENERAL EXCLUSION AND LIMITATION OF LIABILITY

- 17.1. In addition and without prejudice to any other right or remedy which may be available (whether under this Agreement or under Applicable Laws), and in the absence of fraud on the part of IFHK, neither IFHK nor the Custodian nor their respective officers, servants, agents or employees shall be liable to the Customer in any respect for any Loss suffered by the Customer, including but not limited to any Loss arising out of any of the following: -
- (a) any reliance by the Customer on any information and/or reports which are incomplete, inaccurate, corrupted, untrue or out-of-date, notwithstanding that such information and/or reports may or may not have been customised for the use of the Customer, where such information and/or reports have been prepared, compiled or produced by any Manager or any third party, received by IFHK in good faith and forwarded to the Customer by IFHK or made available through the Electronic Services;
 - (b) any loss or unauthorised use of the Electronic Services or delay in the transmission or wrongful interception of any Order or contract through any equipment or system, including any equipment or system owned and/or operated by or behalf of IFHK;
 - (c) any delay, fault, failure or loss of access to or unavailability of the Electronic Services for whatever reason;
 - (d) any delay, failure or omission in the execution of the Orders of the Customer due to any reason beyond the control of IFHK

The Customer's obligation to indemnify IFHK shall survive the termination of the Account, this Agreement or the Electronic Services.

- 17.2. For the avoidance of doubt and without prejudice to the generality of the foregoing, IFHK shall not in any event be liable to the Customer for any indirect or consequential loss, or for punitive damages.

18. TERMINATION

- 18.1. Either Party may terminate the Account by giving the other 7 Business Days' written notice.
- 18.2. Termination of the Account shall in no way prejudice or affect any rights IFHK may have against the Customer under this Agreement or under Applicable Laws.
- 18.3. Notwithstanding Clause 18.1 above, IFHK shall be entitled to terminate or suspend the Account, immediately and without notice to the Customer, on the happening of any of the following events: -
- (a) the Customer fails to comply with any of its obligations hereunder or under any Account or Transaction;
 - (b) an encumbrancer takes possession or a receiver or receiver and manager is appointed over any of the property or assets of the Customer;
 - (c) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - (d) the Customer is the subject of a petition presented or an order made or a resolution passed to wind up the Customer, to place the Customer in bankruptcy, to place the Customer in judicial management or to take any similar or analogous action in respect of the Customer;
 - (e) where applicable, the Customer ceases, or threatens to cease, to carry on business;
 - (f) any of the Customer's representations, warranties or statements hereunder or in the Application Form or in any document delivered pursuant to the Account has not been complied with or is incorrect or incomplete in any respect; or
 - (g) IFHK forms the view, in good faith, that it should take action in order to preserve its rights or interests in relation to any Account or under its relationship with the Customer.

19. CONSEQUENCES OF TERMINATION

- 19.1. In the event that the Account is terminated by either Party in accordance with Clause 18.1 above, the Customer shall immediately pay to IFHK all monies due from the Customer to IFHK under this Agreement or in connection with the Account or any Transaction effected thereunder.
- 19.2. In the event that the Account is terminated by IFHK pursuant to Clause 18.3 above, and without prejudice to any other right of IFHK hereunder or under Applicable Law, IFHK may (but is not obliged to) immediately or at any time thereafter, do any one or more of the following: -
- (a) suspend (indefinitely or otherwise) or terminate the Account, or IFHK's relationship with the Customer and accelerate any and all liabilities of the Customer to IFHK so that they shall become immediately due and payable;
 - (b) cancel any of the Customer's outstanding Order(s);
 - (c) apply any amounts of whatsoever nature standing to the credit of the Customer against any amounts which the Customer owes to IFHK (of whatsoever nature and howsoever arising, including any contingent amounts), or generally to exercise IFHK's right of set-off against the Customer;
 - (d) exercise its right of sale in respect of any of the Customer's Securities or call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of IFHK as security for the Account;
 - (e) demand any shortfall after (c) or (d) above from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer by way of cheque to the last known address of the Customer; and
 - (f) exercise such other authority and powers that may have been conferred upon IFHK by this Agreement.

20. COMMUNICATIONS

- 20.1. The Customer acknowledges and agrees that any communication (including but not limited to the sending of notices, annual and semi-annual reports, performance statements, or confirmation notes or status of Orders (whichever may be applicable for the relevant Security in question)) to the Customer from IFHK may be sent at any electronic mail, facsimile, telex, or postal address of the Customer last known to IFHK. Any such communication shall be deemed to be received by

the Customer (a) if given by electronic mail, facsimile or telex transmission at the same time it is dispatched; or (b) if given by post two days after the same has been posted.

- 20.2. Any communications from the Customer to IFHK, whether they be instructions relating to any of the Accounts or otherwise, shall be given in accordance with IFHK's general operating procedures.

21. INTERPRETATION AND GOVERNING LAW

- 21.1. This Agreement, any Account, and the relationship between the Customer and IFHK and the rights and obligations stipulated thereunder, shall be governed by and be construed in accordance with the laws of the Hong Kong. The Customer and IFHK submit to the non-exclusive jurisdiction of the courts of Hong Kong.

22. LANGUAGE

- 22.1. In case of any inconsistencies between the English version and the Chinese version of this Agreement, the Application Form or any other document or notice provided by IFHK to the Customer under or in connection with this Agreement, the English version shall prevail to the extent of such inconsistencies.

23. CAPACITY

- 23.1. IFHK is acting as an agent in distributing the investment products offered on the Fundsupermart.com.

SUPPLEMENTAL AGREEMENT

(FSM SMART ACCOUNT)

1. Where applicable, this Agreement is supplemental to, and form part of the Client Agreement. Unless otherwise defined herein, terms defined in this Client Agreement shall have the same meanings when used or referred to herein. Save as specifically amended or superseded by these terms and conditions, the Client Agreement shall continue to have full force and effect.

FSM SMART ACCOUNT

2. The Customer has or will engage the services of IFHK to provide portfolio management services relating to the Customer's investments and the Customer agrees to pay the relevant Service Fees to IFHK. For such purpose, the Customer will consolidate his/her investments in the FSM Smart Account and the FSM Smart Account may be utilized for investments in Securities.
3. The Customer agrees and undertakes to forthwith notify IFHK in writing upon the termination, for any reason whatsoever, of the agreement between IFHK and the Customer in respect of the provision of Services mentioned in paragraph 2 above. Upon receipt by IFHK of the above notification and without prejudice to the rights of IFHK, the FSM Smart Account shall automatically be deemed terminated.
4. To facilitate the payment of the relevant Service Fees arising or incurred in connection with the operation of the FSM Smart Account, IFHK has the discretion to collect the relevant Service Fees through the methods as mentioned in Clause 11.12 of the Client Agreement.
5. In relation to Clause 11.12 of the Client Agreement, the Customer agrees, consents and authorizes IFHK to act on the Customer's behalf (at IFHK's sole discretion) to redeem or transfer out such number of Units on a quarterly basis, or on an ad hoc basis, due to any reason including but not limited to account termination or transfer out of the Customer's asset in the Account. Redemption of Units will be calculated on a NAV-to-NAV basis and the proceeds from such redemption will be used to pay the relevant Service Fees. Any realization proceeds in excess of the applicable relevant Service Fees shall be retained in the Cash Account.
6. In the event of a withdrawal of assets by the Customer which results in the value of the Customer's balance holdings being less than any outstanding relevant Service Fees, IFHK has the discretion to retain the necessary asset to pay the relevant Service Fees.
7. The Customer acknowledges and agrees that any money, including cash that is not utilized for investment and proceeds from any sale of the investments in the FSM Smart Account, may be deposited at IFHK's discretion into the Customer's Cash Account with IFHK, in accordance with the Agreement of the Account.

NO LIABILITY

8. The Customer hereby agrees and acknowledges that IFHK shall not be liable for any actions, claims, costs (including legal costs on a full indemnity basis), losses, charges, expenses and damages whatsoever as may be suffered, incurred or sustained by the Customer arising from or in connection with the operation of the FSM Smart Account or Cash Account by IFHK pursuant to this Agreement or by the acts, omissions, representations or advice given by the IFHK, if any.

SUPPLEMENTAL AGREEMENT

(TAX REQUIREMENTS)

1. Where applicable, this Agreement is supplemental to, and form part of the Client Agreement. Unless otherwise defined herein, terms defined in this Client Agreement shall have the same meanings when used or referred to herein. Save as specifically amended or superseded by these terms and conditions, the Client Agreement shall continue to have full force and effect.
2. This Agreement sets out terms relating to tax withholding and reporting and other tax-associated requirements that apply to and are binding on Customers of IFHK.
3. For the purpose of this Agreement, "IFHK" refers to iFAST Financial (HK) Limited and any of its branches, holding company, representative offices, subsidiaries and affiliates (including branches or offices of such subsidiaries or affiliates).
4. In this Agreement "Compliance Requirements" refer to obligations imposed on IFHK under or pursuant to:
 - a) any laws binding or applying to it within or outside Hong Kong existing currently and in the future;
 - b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong existing currently and in the future; and
 - c) any present or future contractual or other commitments with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers that are assumed by or imposed on the IFHK by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations.

5. Disclosure of Information

The Customer consents to and authorizes IFHK, its staff and any other person who by reason of their scope of work or capacity or office have access to IFHK's records, registers or any correspondences or materials with regard to the Customer's personal and account information ("Personal Information") to disclose any of the Personal Information, where such disclosure is required under any applicable Compliance Requirements, to:

- a) any of the IFHK's branches, holding companies, representative offices, subsidiaries and affiliates, wherever situated and which may be within or outside of Hong Kong; and
- b) any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers, including but not limited to any settlement and clearing agencies, all of which may be within or outside Hong Kong and may be existing currently and in the future.

The Customer undertakes and agrees to obtain this consent and authorization from any person associated with the Customer, including its legal and equitable owners and payment recipients, in respect of which the disclosures may be required under any Compliance Requirements.

6. Cooperation with Enquiries

The Customer will cooperate fully in respect of any enquiries that IFHK may make for the purpose of compliance with any Compliance Requirements, including promptly providing all relevant information, details and/or documents as may be necessary to enable IFHK to comply with the same.

7. Notification on Change in Circumstances

The Customer will promptly notify IFHK in writing of any changes in:

- a) The Customer's particular(s), circumstance(s), status, including any changes in citizenship, residence, tax residency, address(es) on record, telephone or facsimile number and email address; and
- b) (where applicable) The Customer's constitution, shareholders, partners, directors or company secretary, or the nature of its business.

8. Withholding Payments

Any sum that may be payable by IFHK to the Customer shall be subject to all applicable laws and regulations, including Compliance Requirements and rules prescribed by the relevant settlement and clearing agencies, any withholding tax requirements, foreign exchange restrictions or control. The Customer agrees and acknowledges that pursuant to the foregoing, IFHK may, without notice or liability to the Customer, perform, or cause to be performed, withholding of any monies payable to the Customer, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the

applicability of such withholding tax requirements, foreign exchange restrictions or control. IFHK shall not be liable for any gross up or any losses that may be incurred by reason of such withholding, retention or deposit.

9. Account Termination

The Customer agrees that IFHK has the right to block transactions, transfer arrangements or terminate all or any of the Customer's accounts or the agreements or arrangements entered into between the Customer and IFHK at any time without having to give any reason or notice if the Customer fails to comply with any of the requirements under this Agreement.

10. Terms Inconsistency

If there is any inconsistency between the terms herein and any other terms in the Client Agreement and/or arrangements that the Customer has entered into with IFHK, the terms herein shall prevail insofar as they relate to IFHK's compliance with the Compliance Requirements.

11. Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

SUPPLEMENTAL AGREEMENT

(DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES)

1. Where applicable, this Agreement is supplemental to, and forms part of, the Client Agreement. Unless otherwise defined herein, terms defined in the Client Agreement shall have the same meanings when used or referred to herein. Save as specifically amended or superseded by these terms and conditions, the Client Agreement shall continue to have full force and effect.

DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES

2. The Customer has or will engage the Discretionary Portfolio Management Services (“DPMS”) of IFHK. With the said engagement, the Customer has duly agreed and authorised IFHK with the discretionary authority to execute Securities Transaction on behalf of the Customer for the purpose of managing the Customer’s investment under the portfolio(s) as determined by the Customer on the online application or the offline application form. The discretionary authority shall include the rights of IFHK to purchase, subscribe, switch and sell the shares, units of interests in Securities (including but not limited to mutual funds) in the relevant portfolio(s) as well as to decide on the appropriate actions or inactions with respect to each of the corporate actions of the underlying Securities on the Customer’s behalf. For the execution of such Transactions, IFHK has the discretion to deduct the relevant amount from the Customer’s Cash Account. Such discretionary authority granted by the Customer does not extend to any transfers out, redemption where proceeds are not deposited in the Customer’s Cash Account or disposal of Securities (including but not limited to mutual funds) due to cancellation or termination of the Customer’s Account or withdrawal from the Account to a bank account.
3. IFHK shall endeavour to ensure that the Transactions executed in the portfolio(s) are consistent with the investment strategies and objectives of the respective portfolio(s), and that any investment decision made under the DPMS is in accordance with the relevant regulations of the SFC. In relation to the offer and/or recommendation of portfolios made by IFHK to the Customer under the DPMS, IFHK shall be responsible to ensure the suitability of such offer and/or recommendation for the Customer is reasonable in all the circumstances.
4. IFHK confirms that the opening of the Discretionary Account of the Customer will be reviewed and approved by IFHK’s senior management.
5. The Customer agrees and acknowledges that due to the operation of the Discretionary Account by IFHK, it will not be practical to provide the product information or offering documents of the Securities transacted by IFHK on behalf of the Customer.
6. The Customer acknowledges that no confirmation note/contract note will be provided for the Securities Transactions executed by IFHK on behalf of the Customer via the Discretionary Account as the said provision is exempted for a Discretionary Account under SFC regulations. IFHK shall provide the Customer a monthly statement with regards to the current position of the portfolio(s).
7. The DPMS shall be provided by IFHK to the Customer for a period not exceeding twelve (12) months from the effective date as notified by IFHK and IFHK will send a notification of renewal fourteen (14) Business days before the expiry of the twelve (12) months either via email or by post to the Customer. Unless the Customer specifically revokes the discretionary authority under the DPMS in writing before the said expiry date, the said discretionary authority shall be automatically renewed and IFHK will send a confirmation of the said renewal within seven (7) business days of the said renewal.
8. The DPMS herein shall immediately terminate upon the closure of the relevant Discretionary Account of the Customer.
9. The account under DPMS will be designated as “Discretionary Account” in all transaction forms and account opening forms.
10. The Customer hereby acknowledges the investment risks involved in providing the DPMS herein and that derivative financial products and/or unauthorised products may be transacted by IFHK on behalf of the Customer if IFHK considers the products suitable and matched with the investment strategies and objectives of the relevant portfolio(s).

11. The Customer hereby agrees that IFHK shall be entitled to receive the fees as set out in the Fee Schedule for the provision of DPMS for the Customer's Discretionary Account. The Customer acknowledges that in relation to the Transactions of Securities executed by IFHK on the Customer's behalf in the Customer's Discretionary Account, IFHK may be entitled from the Managers or the Product Issuers a commission by way of rebate of any part of, or calculated based on, any management, distribution or other administration fee calculated by reference to the value or number of units of any holding in such funds held by the Customer whether calculated or payable annually or otherwise periodically. The Customer consents to the receipt of such commission by IFHK.
12. The Customer acknowledges that IFHK may enter into soft commission arrangements with the Managers or the Product Issuers through which Transactions are executed for the Customer's Discretionary Account. IFHK will enter into such an arrangement only where the goods or services are of demonstrable benefit to the Customer. IFHK will ensure that brokerage rates are not in excess of customary full-service retail rates and IFHK agrees that the quality of Transaction executed will be consistent with the best execution standards. The Customer consents to the receipt by IFHK of the benefits of the said soft commission arrangements.
13. For the purpose of paragraph 12 above, such goods and services may include: research and advisory services; economic and political analysis; portfolio analysis, including valuation and performance measurement; market analysis, data and quotation services; computer hardware and software incidental to such goods and services; clearing and custodian services and investment-related publications. The goods and services do not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employee salaries or direct money payments.

August 2015 Edition