



## Interactive Brokers Hong Kong Limited Institutional Services Client Agreement

### A. GENERAL PROVISIONS

#### 1. Client Agreement:

- A. This Agreement governs the relationship between the Client, whose name, address and details are set out in the account application ("Client" or "you") and Interactive Brokers (as defined below) in relation to the opening, maintenance and operation of the account(s) maintained by the Client from time to time for the Services described in Section A Paragraph 5, or the financing thereof, of financial products ("Accounts"). If this Agreement is inconsistent with any content on the IBHK website, this Agreement prevails to the extent of the inconsistency.
- B. This Agreement cannot be amended or waived except in writing, signed by a director of IBHK. IBHK's Client service employees are not authorized to amend or waive any part of this Agreement. Client acknowledges that IBHK may revise this Agreement by sending notice of the revised Agreement by e-mail or through an electronic notice upon Client login to IBHK's platform. Client's use of IBHK's services after such notice constitutes acceptance of the revised Agreement.
- C. Each time Client (or its agent) places an Order with IBHK to purchase or sell financial products or utilizes any IBHK system (defined in paragraph 24), software or technologies ("IBHK software"), Client affirms its acceptance of, and agreement to, the terms of this Agreement.

#### 2. Notice Requirements

Where required by this Agreement to provide "Notice" to IBHK, if such Notice must be in writing, Client must either:

- i. submit a message through the Message Centre accessible through the "Support" link in IBHK's Client Portal;
- ii. submit a message through the Message Centre accessible through the "Account Management" link in Trader Workstation or on IBHK's mobile application; or

- iii. submit an email through the "Contact Us: Individuals" page found under the "Support" menu on the IBHK website ([www.interactivebrokers.com.hk](http://www.interactivebrokers.com.hk)).

For Notice that is not required writing, Client may still provide IBHK with Notice in writing as described above or by phone through one of the phone numbers set forth in the "Contact Us" page on the IBHK website. Those phone numbers include: +852-3729-0896 (Hong Kong); 1 (877) 442-2757 (United States toll free); and 00800-42-276537 (Europe toll free). No other form of communication other than those described in this paragraph will satisfy the Notice requirements contained in this Agreement.

3. Definitions:

The following definitions are applicable to this Agreement unless otherwise specified.

- A. "Approved Custodian" has the same meaning as the term is defined in the Client Securities Rules;
- B. "CCASS" means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;
- C. "Client Contract" has the same meaning as in SEHK's Options Trading Rule 411 or 411A(b), as the context may require;
- D. "Client Securities Rules" means the Securities and Futures (Client Securities) Rules, Chapter 571H of the Laws of Hong Kong as amended from time to time;
- E. "Client Securities Standing Authority" has the same meaning as the term "Standing Authority" as defined in the Client Securities Rules;
- F. "Default" has the meaning given to it in Clause 16;
- G. "Equivalent Securities" means, in respect of any particular stock or share, Securities of an identical type, nominal value, description and amount and which are part of the same issue and have the same rights to those shares lent to you by IBHK under the Stock Loan; provided that where any securities have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, merger, capitalisation issue,

rights issue or event similar to any of the foregoing, IBHK may reasonably determine what securities or other assets (which may include money or other property) are to be treated as "equivalent" for this purpose and "Equivalent Securities" shall be construed accordingly;

- H. "Forex" mean foreign currency exchange;
- I. "HKEx" means Hong Kong Exchanges and Clearing Limited;
- J. "HKFE" means Hong Kong Futures Exchange Limited;
- K. "HKFE Clearing House" means HKFE Clearing Corporation Limited;
- L. "HKSCC" means Hong Kong Securities Clearing Company Limited;
- M. "IBHK", "Interactive" or "Interactive Brokers" means Interactive Brokers Hong Kong Ltd, an SFC licensed corporation with CE Number ADI249 carrying on Type 1, 2 and 3 regulated activities under the Ordinance, member of the SEHK and Futures Commission Merchant of the HKFE, and with a place of business at 1512 Two Pacific Place, 88 Queensway, Hong Kong. Mr. David Friedland (CE No.: ACP478) is the staff member primarily responsible for client affairs;
- N. "Margin Deposit" means property, of a type and in a form acceptable to IBHK, which is pledged, mortgaged, charged or otherwise secured by the Client in favour of IBHK in respect of applicable Margin Requirements, which the Client is required to satisfy.
- O. "Margin Requirements" has the meaning given to it in Section B, Clause 2C of this Agreement;
- P. "the Ordinance" means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong as amended from time to time;

- Q. "Procedures" means the practices, procedures and administrative requirements prescribed from time to time by the SFC, HKEx, HKFE, SEHK, HKFE Clearing House, CCASS/HKSCC or SEOCH, as applicable;
- R. "Laws and Rules" means the applicable laws, rules and regulations of the relevant government, exchange, regulator or clearing house applicable to IBHK's handling of Client's account and/or where the Client's orders are being placed (e.g., HKEx, HKFE, SEHK, HKFE Clearing House, CCASS/HKSCC, SEOCH, SFC, New York Stock Exchange, etc.), including any amendments, supplements, variations or modifications thereto;
- S. "SFC" means the Hong Kong Securities and Futures Commission;
- T. "Securities" has the same meaning given to it in the Ordinance;
- U. "SEHK" means The Stock Exchange of Hong Kong Limited;
- V. "SEOCH" means The SEHK Options Clearing House Limited;

**4. Account Information:**

- A. IBHK generally will endeavor to keep information relating to Client's Account confidential, but IBHK may be required to disclose the name and beneficial identity or such other information concerning the Client as necessary to comply with the Laws and Rules and/or to provide services to Client. Client agrees to provide such information to IBHK, and consents for IBHK to provide such information to the relevant exchange, clearing house, regulator or other necessary party and as may otherwise be required under applicable Rules, laws and regulations. The Client irrevocably authorizes IBHK to make any such disclosure.
- B. Where IBHK utilizes another broker or entity, who could be an affiliate, to facilitate execution of Client's instructions or provision of services to Client under this Agreement, Client authorizes IBHK to provide information relating to the Client's Account to the relevant broker or entity as necessary, including but not limited to the purpose of satisfying the broker or entity's obligations under the Laws and Rules, including any applicable rules, laws or regulations relating to anti-money laundering, "Know Your Client", trade and position reporting, or as may otherwise be required for such purpose.

**5. Services:**

- A. Client hereby requests IBHK to open and maintain on its books one or more Account(s) in the name of the Client for the purpose of:
- i. Order Execution: Orders subject to this Agreement may be executed:
    - a. by IBHK or
    - b. by an Executing Broker and given up to IBHK for settlement and carrying by IBHK but only if that Executing Broker and IBHK (as Prime Broker) have signed an agreement (such as the SIA Prime Brokerage Agreement and/or FIA Uniform Brokerage Services Give Up Agreement) providing for IBHK to take up Client trades executed by that Executing Broker; and/or
  - ii. Trade Settlement and Carrying of Account: Trades may be:
    - a. settled and carried by IBHK or;
    - b. b) given up by IBHK for settlement and carrying to such other broker-dealers or futures commission merchants as Client may designate as Client's Prime Brokers, but only if IBHK has entered into an agreement (such as the SIA Prime Brokerage Agreement and/or FIA Uniform Brokerage Services Give Up Agreement) with Client's Prime Brokers with respect to such transactions.
- B. Client confirms that the Account is not operated for the benefit of any person, other than the Client, unless disclosed in writing to IBHK.
- C. No Investment, Tax or Trading Advice: IBHK representatives are not authorized to provide investment, tax or trading advice or account-type ("Unauthorised Advice"), or to solicit orders. Nothing on IBHK's website is intended as, or should be interpreted as being, a recommendation or solicitation to buy or sell securities, futures or other investment products. Client will not seek, accept or rely on any Unauthorised Advice from IBHK or its representatives, or any communication that could be construed as such. Discussion of alternatives, such as the different types of investment products available to Client, is not investment advice.

Because IBHK does not solicit sales, make recommendations, or provide personal investment advice, IBHK is not responsible for the suitability or appropriateness of any order, trade, investment or other activity of Client. However, in a situation where IBHK solicits the sale of or recommends any financial product to you, the financial product must

be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document IBHK may ask you to sign and no statement IBHK may ask you to make derogates from this clause.

**6. Responsibility for Client Orders/Trades:**

- A. Client acknowledges that IBHK does not know whether someone entering orders with Client's user name and password is the Client. Unless IBHK is notified and agrees, Client acknowledges and confirms that Client will be the only person who can and will access the Client's Account and Client will not allow anyone to access Client's Account. Client is responsible for the confidentiality and use of Client's user name and password and agrees to report any theft/loss of such user name and/or password, or any unauthorized access to Client's Account, immediately by telephone or electronically through the IBHK website. Client remains responsible for all transactions entered using Client's user name and password.
- B. IBHK is entitled to rely on all instructions given, or apparently given and all actions taken by Client or on its behalf entered using the Client's user name and password, and Client is bound by any transaction or any dealing or other action or omission in connection with its Account or any financial products held for Client in reliance on such instructions. IBHK will not be liable for any loss caused by IBHK acting on instructions, actions or omissions or other communications using the Client's user name and password except to the extent that such loss cannot be excluded by law.

**7. IBHK-Executed Orders:**

- A. IBHK shall execute Client orders as agent, unless otherwise confirmed. IBHK can execute Client orders as principal. IBHK may use another broker, or an affiliate, to execute orders, and that broker or affiliate shall have the benefit of all IBHK's rights hereunder. Unless otherwise directed, IBHK will select the market/dealer to which to route Client's orders. For products traded at multiple markets, IBHK may provide "Smart Routing", which seeks the best market for each order through a computerized algorithm. "Smart Routing" takes into account one or more of the following factors when placing Clients' orders: (i) price; (ii) sequence in which IBHK receives orders; (iii) speed of execution and/or settlement; (iv) likelihood of execution and/or settlement; (v) size; and (vi) nature of orders and other relevant considerations. If Client directs orders to a particular market, Client is responsible for knowing and trading in accordance with the rules and policies of that market (e.g., trading hours, order types, etc.). IBHK cannot guarantee execution of every order at the best posted price as: IBHK may not have access to every market/dealer; other orders placed by other market participants at another market may trade ahead of Client's order; market centers may not honor posted prices or may re-route orders for manual handling; and applicable Rules, laws and

regulations, market rules, decisions or system failures of the marker/dealer which are beyond the control of IBHK may prevent/delay execution of Client's orders or cause orders not to receive the best price. Client acknowledges that it may not be possible to cancel/modify an order and that Client is responsible for executions notwithstanding a cancel/modify request.

- B. Special Risks of Algorithmic Orders: IBHK makes available various order types that use computerized algorithms. These order types allow Client to input various conditions as part of an order placed with IBHK. Client agrees that if algorithmic order types are used, it is the Client's responsibility to understand how the order type works, including thorough review of the information on the IBHK website describing particular order types. Algorithmic trading involves special risks, including ,among others, the risk of software or design flaws, technical errors, adverse market impacts from algorithmic orders and rapid losses. Client understands and agrees to accept these risks when using algorithmic orders and Client waives any right to make claims against IBHK in connection with such orders.
- C. Client acknowledges that IBHK, in its sole discretion, may decline any Client order, restrict or prohibit trading in Client's Account(s) in whole or in part or terminate Client's use of IBHK's services at any time without prior notice to the Client. Notwithstanding the above, Client remains responsible for its orders and transactions without regard to whether IBHK restricts, or does not restrict, Client's trading activity. All transactions are subject to Rules and policies of relevant markets and clearing houses, and applicable laws and regulations. IBHK IS NOT LIABLE FOR ANY ACTION OR DECISION OF ANY EXCHANGE, MARKET, DEALER, CLEARING HOUSE OR REGULATOR, OR THE DIRECT OR INDIRECT CONSEQUENCES THEREOF.

#### **8. Confirmations:**

- A. IBHK has no responsibility for transmission of Client's orders that are inaccurate or not received by IBHK, and may execute any order or trade on the terms actually received by IBHK. Client is bound by their trades as executed, if execution is consistent with Client's order as entered or received. IBHK may, in its sole discretion adjust Client's account to correct any error. Client agrees to promptly return to IBHK any assets erroneously distributed to Client. Client acknowledges that it may not be possible to cancel/modify an order after Client has placed that order and that Client is responsible for executions notwithstanding a cancel/modify request.
- B. Client will monitor each order until IBHK confirms execution or cancellation. Confirmations of executions or cancellations may be delayed or may be erroneous (e.g., due to computer system issues) or may be cancelled/adjusted by an exchange, market or dealer. If IBHK confirms execution or cancellation in error, Client must report such error to IBHK in accordance with clause 8(B) below or the trade is deemed to be conclusive and accepted by Client. Client is also deemed to have waived any such error in the absence of such notification made by Client save through IBHK's negligence, breach of

duty, fraud or wilful misconduct. Client will notify IBHK promptly (but in no event within more than one (1) business day) by telephone or electronically through the IBHK website if:

- (i) Client fails to receive an accurate confirmation of an execution or cancellation;
- (ii) Client receives a confirmation that is different than Client's order;
- (iii) Client receives a confirmation for an order that Client did not place;
- or
- (iv) Client receives an Account statement, confirmation, or other information reflecting inaccurate orders, trades, balances, positions, margin status, or transaction history.

If Client fails to notify IBHK, IBHK reserves the right to either remove the trade from Client's account or require Client to accept the trade, in IBHK's sole discretion.

**9. Proprietary Trading:**

- A. Subject to all relevant Laws and Rules, Client authorizes IBHK to execute proprietary trades of IBHK and IBHK's affiliates, notwithstanding that IBHK may simultaneously hold unexecuted Client orders for the same products at the same price. All unexecuted orders, including proprietary orders, for the same products at the same price are executed in the order in which they are received by IBHK.
- B. IBHK, its affiliates, and their respective directors and/or employees may trade on their own account and, subject to the provisions of the Ordinance and all other relevant Laws and Rules, IBHK and its affiliates may take the opposite position to the Client's order in relation to any securities, futures and options positions and leveraged Forex transactions, whether on IBHK's or its affiliate's own account or for the account of another client of IBHK, provided that such trade is executed competitively on or through the facilities of SEHK and HKFE or in accordance with the Rules or the facilities of any other securities, commodity, futures or options exchange, market or regulator. In addition, IBHK or its affiliates, or other clients, may take the opposite position to Client's order for Forex and other over-the-counter products.

**10. Client Qualification:** Client and its authorized representatives warrant that Client:

- A. is authorized under its governing document(s) and in the jurisdictions in which it is organized and/or regulated to enter this Agreement and trade (including on margin if applicable);
- B. is under no legal incapacity; and
- C. that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature and risks of the products to be traded.

**11. Commissions and Fees, Interest Charges, Funds:**



- A. Commissions and fees are as specified on the IBHK website from time to time unless a specific commission/fee schedule has been agreed in writing between Client and IBHK. If no written commission/fee schedule has been agreed to between Client and IBHK, changes to commissions/fees are effective immediately upon either of posting on the IBHK website or email or other written notice to Client. Unpaid balances and account deficits accrue interest additional interest at the rate of 1% per month. Client agrees to pay reasonable costs of collection for any unpaid Client deficit, including attorneys' and collection agent fees.
- B. The Client hereby authorizes IBHK to apply any monies, approved debt securities or approved securities that the Client may pay to IBHK in order to: (i) meet obligations to the relevant clearing house (provided that no withdrawal from the Client's Accounts with IBHK may be made which would have the effect that the relevant margin requirements or trading liabilities conducted on behalf of any client are thereby financed by any other client); (ii) pay commission, brokerage, levies and other proper charges for contracts transacted by IBHK on behalf of the Client; and/or (iii) make payments in accordance with the Client's directions.
- C. The Client acknowledges that IBHK may apply such monies, approved debt securities or approved securities in or towards meeting IBHK's obligations to any party insofar as such obligations arise in connection with or incidental to all contracts transacted on the Client's behalf. The Client agrees that IBHK may retain interest on the Client's money.
- D. For certain products, IBHK may offer "tiered" or "unbundled" or "component" commissions where the total commission is based on various component factors (e.g., exchange fees, IBHK fees, etc.). These commission models are not intended to be a direct pass-through or third-party fees and rebates. Costs passed on to clients in these commission schedules may be greater than the costs paid by IBHK to the relevant exchange, regulator, clearinghouse or third-party. For example, IBHK may receive volume discounts that are not passed on to clients. Likewise, rebates passed on to clients by IBHK may be less than the rebates IBHK receives from the relevant market.
- E. IBHK is not required to compensate Client for any differential tax treatment, and if Client is allocated a substitute payment in lieu of interest, dividends or other payments, Client understands that such a payment may not be entitled to the same tax treatment. IBHK may allocate payments in lieu of interest, dividends, or other payments by any mechanism permitted by law.
- F. Notwithstanding any language to the contrary in this Agreement or on the IBHK website regarding credit and debit interest, interest rates for a particular currency may be "negative." If the interest rate on funds held in a particular currency is negative, this means Client will be charged a fee at the negative interest rate for positive balances in such currency, and earn interest for negative balances in the currency. Client should refer to rates specified on the IBHK website.

- G. For Accounts carried by IBHK: - Client acknowledges and authorises IBHK to deduct commissions/fees from Client Accounts, which will reduce monies in / value of the Account. Positions may be liquidated if commissions or other charges cause a margin deficiency or incurs a deficit. IBHK shall pay credit interest to and charge debit interest from Client at interest rates and terms on the IBHK website. Client funds will not be disbursed until after transactions are settled. Terms and conditions for deposit and withdrawal of funds (including holding periods) are as specified on the IBHK website.
- H. For Accounts not carried by IBHK: - Client shall pay commissions and fees within ten days of receipt of IBHK's statement.

12. **Suspicious Activity:** If IBHK in its sole discretion believes that a Client account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), IBHK may suspend or freeze the account or any privileges of the account, may freeze or liquidate funds or assets or may utilize any of the remedies in this Agreement for a "Default". Client waives any claim for loss or damages against IBHK arising out of or related to IBHK exercising its rights under this paragraph.
13. **Unclaimed Property:** Under the laws applicable to Clients account, IBHK may be required to turn over to government authorities property that is deemed abandoned. To avoid such escheatment of property, Client must periodically show activity on their account or otherwise contact IBHK. Before remitting abandoned property, IBHK will send written notice to the last known physical and email address on the account. IBHK is not liable for any loss arising from or related to escheatment of Client property under applicable law.
14. **Security Interest:** All assets of any kind held by or on behalf of IBHK for Client's Account are hereby pledged to IBHK and Client hereby grants to IBHK a perfected first priority lien and security interest in IBHK's favor to secure performance of obligations and liabilities to IBHK arising under this or any other Agreement with respect to Client's Account and any other account for which Client is the legal and beneficial owner.
15. **No Restricted Securities:** Unless Client has notified IBHK to the contrary, no assets held as Collateral are restricted securities, as such term is defined pursuant to Rule 144 under the Securities Act of 1933 in the United States of America, ("the U.S. Securities Act"), or securities of an issuer with which Client is an "affiliate", as such term is defined pursuant to Rule 144 under the U.S. Securities Act, and Client will not attempt to sell such shares through IBHK without prior notice to and consent of IBHK.
16. **Event of Default:** A "Default" occurs automatically, without notice upon: (i) Client's breach/repudiation of any agreement with IBHK; (ii) Client fails to pay, or provide security for, any amounts payable to IBHK under this Agreement; (iii) Client fails to pay the amounts due in respect of any transactions entered into pursuant to this Agreement, or Client's Account is in deficit for any reason whatsoever; (iv) Client failure to provide assurance satisfactory to IBHK of performance of an obligation, after request from IBHK in IBHK's sole discretion; (v) proceedings by/against Client under any bankruptcy, insolvency, or similar law; (vi) assignment for the benefit of Client's creditors; (vii) appointment of a receiver, trustee, liquidator or

similar officer for Client or Client property; (viii) Client representations being untrue or misleading when made or later becoming untrue and not corrected within three (3) business days; (ix) legal incompetence of Client; (x) the suspension of, or the commencement of any proceeding to suspend Client's business or license issued by any regulatory or governmental body; (xi) Client's failure to respond to IBHK's attempts to contact the Client concerning potentially abandoned property; or (xii) IBHK having reason to believe that any of the foregoing is likely to occur imminently.

Client agrees that, upon a Default, IBHK may terminate any of IBHK's obligations to Client and may deduct from the equity in any Client Account any losses, costs, expenses or other liabilities incurred by IBHK arising from such Default.

17. **Risks of Foreign Markets; After Hours Trading:** Client acknowledges that trading securities, options, futures, currencies, or any product on a foreign market is speculative and involves high risk. Clients may have varying levels and types of protection in relation to transactions on different markets and exchanges. Trading outside ordinary market hours poses special risks, including risk of lower liquidity, higher volatility, changing prices, un-linked markets, news announcements affecting prices, and wider spreads. Client represents that Client is knowledgeable and able to assume these risks.
18. **Risks Regarding Political and Governmental Actions:** Governments of countries in which IBHK clients reside, or countries in which IBHK clients invest, may take economic and/or political actions that are adverse to investors and such actions may negatively affect Client's account. Client agrees that IBHK is not liable for such actions. For example, if Client invests in securities, futures, foreign currency or other investment products in a foreign jurisdiction, such assets, or cash to secure such assets, typically will be held at a bank, clearinghouse or other facility in such foreign jurisdiction. Assets and cash held in foreign jurisdictions are inherently vulnerable to the risk that the government in such jurisdiction could freeze or confiscate or take some other action against such assets for some purpose, temporarily or permanently. Likewise, even with respect to investments within Client's own country, governments may freeze or take other action against such assets on the basis of political, economic, or military conflict. Client acknowledges and agrees that IBHK (and its affiliates) cannot and will not protect Client from actions by any governmental, political, military, or economic actor that may adversely impact Client's assets held by IBHK, its agents or subcustodians. Client agrees that that IBHK (and its affiliates) is not liable for any losses or damages Client may incur as a result of any such action.
19. **Knowledge of Securities, Warrants and Options; Corporate Actions** Client is responsible for knowing the terms of any securities, options, derivatives, futures, warrants or other products in Client's Account, including but not limited to upcoming corporate actions (e.g., tender offers, reorganizations, stock splits, bankruptcy etc.) and expiration dates of futures, options or other derivative products. IBHK has no obligation to notify Client of deadlines or required actions or dates of meetings, nor is IBHK obligated to take any action without specific written instructions sent by Client to IBHK electronically through the IBHK website.

If Client receives fractional shares as the result of a stock split or other corporate action, IBHK, in its sole discretion, may sell the fractional shares either on the open market or to the issuer or transfer agent, and Client is entitled to receive Client's pro rata share of the proceeds of such sale. If sold on the open market,

the sale price may differ from that offered to certain registered owners by the issuer or transfer agent.

**20. Quotes, Market Information, Research and Internet Links:** Quotes, news, research and information accessible through IBHK tools and services (including through links to outside websites) ("Information") may be prepared and/or provided by third parties ("Providers"). The Information is the property of the Providers or their licensors, who are solely responsible for its content, and is protected by law. Client agrees not to reproduce, distribute, sell or commercially exploit the Information in any manner without written consent of the Providers. IBHK reserves the right to terminate access to the Information. None of the Information constitutes a recommendation by IBHK or a solicitation to buy or sell. IBHK, its affiliates and the Providers do not guarantee accuracy, timeliness, or completeness of the Information, and Client should consult an advisor before making investment decisions. RELIANCE ON QUOTES, DATA OR OTHER INFORMATION IS AT CLIENT'S OWN RISK. IBHK DOES NOT WARRANT IN ANY FASHION, AND IS NOT RESPONSIBLE FOR, THE ACCURACY OR TIMELINESS OF THE INFORMATION. IN NO EVENT WILL IBHK, ANY IBHK AFFILIATE OR THE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING FROM USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE, OR WARRANTY OF NON-INFRINGEMENT.

**21. License to Use IBHK Software:** IBHK grants to Client a non-exclusive, non-transferable license to use all software related to provision of products and services hereunder ("IBHK Software") solely as provided herein. Title to IBHK Software and updates shall remain the sole property of IBHK or its affiliates, including all patents, copyrights, trademarks and other intellectual property rights. Client shall not sell, exchange, or transfer the IBHK Software to others. Client shall not copy, modify, translate, decompile, reverse engineer, disassemble or reduce to a human readable form, or adapt, the IBHK Software or use it to create a derivative work, unless authorized in writing IBHK through its Chief Executive Officer or General Counsel. IBHK is entitled to immediate injunctive relief, without the necessity of establishing irreparable injury, for threatened breaches of these undertakings.

**22. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES PROVISION:**

A. CLIENT ACCEPTS THE IBHK SYSTEM "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL IBHK (AND ANY AFFILIATE OF IBHK) BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL. IBHK (AND ANY OF ITS AFFILIATES) SHALL NOT BE LIABLE TO CLIENT FOR ANY SYSTEM FAILURE (AS DEFINED IN PARAGRAPH 24), DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE IBHK SYSTEM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR

SOFTWARE MALFUNCTION; HUMAN ERROR; GOVERNMENTAL, EXCHANGE OR OTHER REGULATORY ACTION; ACTS OF GOD; WAR, TERRORISM, PUBLIC HEALTH EVENTS (INCLUDING PANDEMICS) OR IBHK'S INTENTIONAL ACTS. CLIENT RECOGNIZES THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF THE IBHK SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY IBHK FOR PURPOSES OF SERVICING THE IBHK SYSTEM, OR BY IBHK'S FAILURE TO ACT TO PREVENT SERVICE INTERRUPTION OR SYSTEM FAILURE (AS DEFINED IN PARAGRAPH 24).

- B. IN NO EVENT SHALL IBHK'S LIABILITY, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY CLIENT, EXCEED THE HIGHEST TOTAL MONTHLY COMMISSIONS PAID BY CLIENT TO IBHK OVER THE 6 MONTHS PRIOR TO ANY INCIDENT EXCEPT TO THE EXTENT SUCH LIABILITY IS IN RESPECT OF:
- (I) DEATH OR PERSONAL INJURY CAUSED BY IBHK'S NEGLIGENCE OR THE NEGLIGENCE OF ITS PERSONNEL OR AGENTS;
  - (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR
  - (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.
- C. NOTHING IN THIS AGREEMENT REPRESENTS A CONTRACTUAL PROMISE OF WARRANTY TO THE CLIENT REGARDING IBHK'S COMPLIANCE WITH APPLICABLE LAWS, RULES, OR REGULATIONS. NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO CREATE A CONTRACTUAL OBLIGATION FOR ANY NON-COMPLIANCE WITH APPLICABLE LAWS, RULES (INCLUDING BUT NOT LIMITED TO RULES OF ANY EXCHANGE, MARKET CENTER, OR CLEARINGHOUSE) OR REGULATIONS. IBHK SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY OR OBLIGATION.
- D. IBHK is not liable to Client for loss arising from or attributable to the insolvency, default or other failure to perform obligations in respect of any entity (e.g. broker), which may or may not be an affiliate of IBHK, who executes orders or clears and settles transactions on behalf of IBHK on markets or exchanges in which IBHK is not a participant ("Foreign Market Participant"), *provided* IBHK has not failed to exercise reasonable care and diligence in the selection, appointment and ongoing monitoring of such Foreign Market Participant, except (i) if such loss is directly attributable to the wilful default or fraud of IBHK or (ii) to the extent prohibited under applicable Rules. Notwithstanding any other provision of this Agreement, in the absence of either (a) a demonstrable failure by IBHK to exercise reasonable care and diligence in the selection, appointment and ongoing monitoring of a Foreign Market Participant, or (b) wilful default or fraud on the part of IBHK, IBHK will only be obliged to return any financial or other product(s) or funds held for Client with a Foreign Market Participant who is insolvent or in default, or which financial or other products or funds have otherwise been subjected to loss due to an event of hacking of, or embezzlement or theft from the Foreign Market Participant, *solely if and to the extent that* those financial products or funds or cash equivalents are recovered by IBHK from that Foreign Market Participant. Unless otherwise provided under applicable Rules, Client hereby agrees not to bring any action against IBHK on any claim arising from a loss occurring at a Foreign Market Participant, in the absence of circumstances addressed under

(a) or (b) in this clause, so long as IBHK makes commercially reasonable efforts to assert a claim for recovery of such financial or other products or funds against the Foreign Market Participant.

23. **Indemnification:** Client agrees to indemnify, hold harmless and defend IBHK, its affiliates, and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, or expenses (collectively, "Losses") arising from or relating to:
- A. any action taken in reliance on any representation, information or instruction received from Client;
  - B. Client's breach of this Agreement;
  - C. any action taken by IBHK to enforce its rights under this Agreement;
  - D. any inquiry, information request, or other action by a third party related to Client's account, including to Client assets, liabilities, transactions, instructions actions or inactions;
  - E. any Event of Default as defined hereunder; or
  - F. Client's violation or infringement of any intellectual property held by IBHK or its affiliates, except to the extent that such Losses directly result from IBHK's gross negligence, fraud or wilful misconduct.
24. **System Failure and Alternative Trading Arrangements:** Client acknowledges that IBHK uses computer-based automated systems in connection with providing services, including but not limited to: the receipt and handling of orders; the execution and cancellation of orders; order and trade confirmation; the clearing and settlement of transactions; tax-related reporting; the delivery of corporate action information; account management; storing and processing account information; and risk management (collectively "IBHK System"). Client understands that the use of IBHK System entails risks, including but not limited to: interruption or delays of service and systems, network or communication failures; cyber attacks; and errors in the design or functionality of such IBHK System (collectively a "System Failure") that could cause damage, expense or liability to Client.

IBHK is not liable to Client for any loss Client may suffer due to any System Failure. In order to mitigate the risk of loss to Client that may be caused by a System Failure, Client acknowledges that it should maintain alternative trading arrangements of sufficient capacity and utility to allow Client to open, close or change positions as necessary to mitigate risk of loss to Client during a System Failure. By not maintaining alternative trading arrangements, Client expressly assumes the risk of not being able to process transactions, including executing trades, through Client's account at IBHK in the event of a System Failure. Client agrees that IBHK's commissions and fees charged under this Agreement reflect the allocation of risk between the parties, including the allocation of risk under this Paragraph 24 and the limitation of liability in Paragraph 22. Client acknowledges that IBHK's commissions and fees charged by IBHK would be higher or IBHK would not have entered into this Agreement without this allocation of risk and limitation of liability.

25. **Consent To Accept Electronic Records And Communications:** Client agrees that IBHK may furnish, and Client consents to accept records and communications

in electronic form to the maximum extent permitted by applicable law, including but not limited to electronic trade confirmations, account statements, tax information, proxy materials and other Client records and communications (collectively, "Records and Communications"). Electronic Records and Communications may be sent to Client's Trader Workstation ("TWS") or to Client's e-mail address, or for security purposes may be posted on the IBHK website or on the secure website of one of IBHK's service providers and client will need to login and retrieve the Record or Communication. Client's consent to the receipt of electronic Records and Communications will apply on an ongoing basis and for every tax year unless withdrawn by Client. Client may withdraw such consent at any time by providing Notice to IBHK. If Client withdraws such consent, IBHK will provide required Records and Communications (e.g., tax documents, proxy materials, etc.) in paper form. However, IBHK reserves the right to require Client to close Client's Account if Client withdraws consent to receiving electronic delivery of Records and Communications.

In order to trade using the IBHK TWS, and to receive Records and Communications through the TWS, certain hardware systems and software are required. These requirements are described on the IBHK website. Because these requirements may change, Client must periodically refer to the IBHK website for current system requirements. To receive electronic mail from IBHK, Client is responsible for maintaining a valid and functioning e-mail address. Client must submit immediate written Notice to IBHK of a change in Client's e-mail address by using those procedures to change a Client e-mail address available on the IBHK website.

**B. PROVISIONS RELATING TO TRADES AND POSITIONS TO BE SETTLED OR CARRIED BY IBHK:**

**1. Application:** The provisions of this Section B shall apply to trades and positions:

- A. executed, settled and carried by IBHK; or
- B. executed by another Executing Broker and given up to IBHK for settlement and carrying; or
- C. trades or positions that Client's Prime Broker indicates its intention not to settle or take up, or fails to settle or take up.

**2. Margin:**

- A. Margin Trading: A margin account ("Margin Account") must be set up with IBHK if Client wishes to carry out "Margin trading". "Margin trading" can mean engaging in a transaction in which securities are purchased partially through a margin loan extended to Client by IBHK, for which the securities act as collateral. "Margin Trading" can also mean:
  - i. trading investment products such as futures, options in which an initial "margin" deposit is made to secure Client's obligations and further margin may be required to secure Client's obligations as the value of Client's positions changes; and
  - ii. engaging in leveraged Forex transactions.

B. b. Risk of Margin Trading: Margin trading is highly risky and may result in a loss of funds greater than Client has deposited in the Account. Client represents that Client and its representatives have read the "Hong Kong Risk Disclosure Statement" and the "IBHK Hong Kong Margin Trading and Risk Disclosure", which have been provided separately.

C. Requirement to Maintain Sufficient Margin Continuously:

- a. Margin transactions are subject, at all times, to the initial and maintenance margin requirements of exchanges, clearing houses and regulators and also to any additional margin requirement of IBHK, which may be greater ("Margin Requirements"). IBHK's "house" margin requirements may exceed the margin required by any exchange, clearinghouse or regulator and may include leverage ratio limits or position size limits for securities, futures, commodities, currencies or other investment products (even for apparently low-risk positions), and may exceed 100% depending upon the product and market conditions. IBHK MAY MODIFY MARGIN REQUIREMENTS FOR ANY OR ALL CLIENTS FOR ANY OPEN OR NEW POSITIONS AT ANY TIME, IN IBHK'S SOLE DISCRETION WITHOUT PRIOR NOTICE TO YOU.
- b. Client shall monitor and maintain, without notice or demand, Client's Account to ensure that Client's Account continuously maintains sufficient Margin Deposit to meet Margin Requirements. IBHK may reject any order if Client's Account has insufficient Margin Deposit to meet Margin Requirements (or would not do so on execution of the Order), and may delay processing of any order while determining margin status of the Account.
- c. Formulas for calculating Margin Requirements on the IBHK website are indicative only and may not reflect actual Margin Requirements, which can change rapidly depending on market conditions. Client must at all times satisfy the Margin Requirement calculated by IBHK. If Client has multiple accounts with IBHK (or if Client utilizes IBHK's partition function to create subaccounts) either as separate or as one account for purposes of applying the Margin Requirements. Client acknowledges that this may cause the total Margin Requirement to be higher than otherwise required and could cause positions to be liquidated in one account or subaccount notwithstanding excess equity in another account or subaccount.
- d. Client will not rely on IBHK to close or liquidate positions in Client's account in the event Client's account does not comply with Margin requirements. Client will not rely on IBHK's liquidation rights and auto-liquidation systems to function as a stop-loss order. Client cannot assume that IBHK's general policy to liquidate positions will prevent Client from losing more than Client has deposited. Among other things, market prices may not rise or fall incrementally and IBHK may not be able to close out a



position at a price that would avoid losses greater than the margin deposit. Likewise, IBHK may in its discretion delay or decide not to liquidate positions in an account with a margin deficit and shall have no liability for any loss sustained by Client in connection with such delay of or forbearance from liquidation.

e. For the purposes of determining Client's compliance with Margin Requirements, IBHK will determine in its sole discretion the value of positions and assets in Client's account. IBHK's calculation may differ from the values or prices disseminated by exchanges or other market data sources. For example, IBHK may calculate its own index values, Exchange Traded Fund ("ETF") values or derivatives values, and IBHK shall have the sole discretion in deciding whether and how to value investment products based on bid price, offer price, last sale price, bid/ask midpoint or using some other method it so chooses. IBHK may use a valuation methodology that is more conservative than the marketplace as a whole and this may effectively constitute a higher "house" margin requirement, which IBHK has the right to establish. IBHK may raise Margin Requirements in advance of an upcoming change in the required exchange or clearinghouse margin even before the effective date of such change.

f. Client acknowledges and agrees that the Margin Requirements and related rules of exchanges, clearinghouses and regulators generally are designed to protect the integrity of markets and the capital of broker-dealers that are subject to such rules and are not generally intended to protect the Client. IBHK's failure to apply or enforce Margin Requirements and related rules shall not give Client any right to bring an action against IBHK and nothing in this Agreement constitutes a warranty or undertaking that IBHK will apply or enforce the Margin Requirements and related rules.

D. IBHK Will Not Issue Margin Calls: IBHK is not obligated to notify Client of any failure to meet Margin Requirements prior to IBHK exercising its rights under this Agreement. IBHK generally will not issue margin calls or credit Client's Account to meet intraday or overnight margin deficiencies; and is authorized (but not required to) to liquidate Account positions in order to satisfy Margin Requirements without prior notice.

E. Liquidation of Positions and Offsetting Transactions:

i. CLIENT AGREES THAT IBHK HAS THE RIGHT, IN ITS SOLE DISCRETION, BUT NOT THE OBLIGATION, TO LIQUIDATE ALL OR ANY PART OF CLIENT'S POSITIONS OR ASSETS IN ANY OF CLIENT'S IBHK ACCOUNTS, AT ANY TIME AND IN ANY MANNER (INCLUDING BUT NOT LIMITED TO PRE-MARKET/AFTER-MARKET TRADING AND PRIVATE SALES) AND THROUGH ANY MARKET OR DEALER, WITHOUT PRIOR NOTICE OR MARGIN CALL TO CLIENT IF AT ANY TIME, INCLUDING BUT NOT LIMITED:

- a. CLIENT'S ACCOUNT HAS ZERO EQUITY OR IS IN DEFICIT (I.E., NEGATIVE EQUITY);
  - b. CLIENT'S ACCOUNT HAS INSUFFICIENT EQUITY TO MEET MARGIN REQUIREMENTS;
  - c. IBHK ANTICIPATES (IN ITS SOLE DISCRETION) THAT THE HOLDING OF AN OPTION POSITION OR ANY OTHER POSITION IN CLIENT'S ACCOUNT LIKELY WILL RESULT IN A FUTURE MARGIN VIOLATION (FOR EXAMPLE UPON EXPIRATION OF A DERIVATIVE POSITION);
  - d. AN EVENT OF DEFAULT HAS OCCURRED;
  - e. THIS AGREEMENT HAS BEEN TERMINATED;
  - f. CLIENT SUBMITS, AND IBHK EXECUTES, AN ORDER FOR WHICH CLIENT DOES NOT HAVE SUFFICIENT FUNDS; OR
  - g. IBHK DETERMINES (IN ITS SOLE DISCRETION) THAT LIQUIDATION IS NECESSARY OR ADVISABLE FOR IBHK'S PROTECTION.
- ii. CLIENT SHALL BE LIABLE AND WILL PROMPTLY PAY IBHK FOR ANY DEFICIENCIES IN CLIENT'S ACCOUNT THAT ARISE FROM SUCH LIQUIDATION OR REMAIN AFTER SUCH LIQUIDATION. IBHK HAS NO LIABILITY FOR ANY LOSS SUSTAINED BY CLIENT IN CONNECTION WITH SUCH LIQUIDATION (OR IF IBHK DELAYS EFFECTING, OR DOES NOT EFFECT, SUCH LIQUIDATION), EVEN IF CLIENT RE-ESTABLISHES A LIQUIDATED POSITION AT A WORSE PRICE. Client shall reimburse and hold IBHK harmless for all actions, omissions, costs, fees (including, but not limited to, attorney's fees), or liabilities associated with any such LIQUIDATION undertaken by IBHK.
- iii. IBHK may allow Client to submit a pre-request that certain position(s) be liquidated last, and IBHK will endeavor to accommodate such requests, all other things being equal, if doing so will not reduce the firm's ability to promptly and effectively resolve Client's margin deficiency in accordance with the firm's standard procedures, but such requests are not binding on IBHK and IBHK retains the sole discretion to determine the assets to be liquidated and the order and manner of liquidation. IBHK may liquidate through any market or dealer, or through foreclosures or any other method in IBHK's sole discretion, and IBHK or its affiliates may take the other side of the transactions or enter into risk-reducing transitions consistent with laws and regulations. If IBHK liquidates any positions in Client's Account, such liquidation shall establish Client's gain/loss and remaining indebtedness to IBHK, if any. Client shall reimburse and hold IBHK harmless for all actions, omissions, costs, fees (including, but not limited to, attorney's fees), or liabilities associated with any such transaction undertaken by IBHK unless a transaction arises as a result of IBHK's negligence, breach of duty, fraud or

wilful misconduct. If IBHK executes an order for which Client did not have sufficient Margin Deposit, IBHK has the right, without notice, to liquidate the trade and Client shall be responsible for any resulting loss and shall not be entitled to any resulting profit.

- iv. Any steps taken by IBHK to close out Client's positions unilaterally will be entirely without prejudice to IBHK's other rights under the Agreement and otherwise, in particular the right to payments from Client of all amounts outstanding.
- v. If IBHK does not, for any reason, liquidate under-margined positions, and issues a margin call, Client must satisfy such call immediately by making a Margin Deposit. If Client fails to meet two or more successive margin calls or demands for variation adjustment, IBHK may be required to report particulars of all of the Client's options/futures positions to the HKFE or the SFC. Even if a margin call is issued, IBHK still may liquidate positions at any time and does not waive any of its other rights IBHK has against the Client.
- vi. If any of the events itemized in Section B Paragraph 2E(i)(a) – (g) occurs, Client agrees that IBHK also has the right, in its sole discretion, but not the obligation, to (i) freeze all or any part of positions or assets held in Client's account, or (ii) exercise options positions in Client's account. IBHK may take these actions without prior notice to Client.
- vii. IBHK also has the right to liquidate all or part of Client's positions without prior notice: (a) if any dispute arises concerning any Client trade, (b) upon any "Default" as described in this agreement, or (c) whenever IBHK deems liquidation necessary or advisable for IBHK's protection.
- viii. No conduct or omission on behalf of IBHK, nor any agreement purportedly entered into on IBHK's behalf (save an agreement in accordance with the terms of the Agreement), shall constitute any form of waiver or variation or relaxation of IBHK's rights to close out clients' positions unilaterally.

### **3. Use of omnibus accounts:**

- A. Subject to applicable Rules, Client acknowledges and agrees that IBHK may use omnibus account(s) for holding Clients' financial and other products and funds together with the financial and other products and funds of its other clients with the exchanges or clearing and depository facilities in which it is a participant and with the overseas market intermediaries (including brokers, clearing facility participants or other depositories and sub-custodians) who execute orders and clear transactions on behalf of IBHK where IBHK is not a participant of a particular market or exchange. Such other intermediaries may use omnibus accounts to hold financial and other products and funds for their clients (including those held by IBHK for Client) with exchanges or clearing and

depository facilities of which they are a participant or further sub-custodians or execution and clearing agents utilised by them.

B. Client acknowledges and accepts the risk that:

- i. Clients' rights to assets held by IBHK in its omnibus account with a clearing and depository facility may be subject to IBHK fulfilling its obligations to such facility, which may be further subject to IBHK's other clients fulfilling their obligations to IBHK, even though the Client may not have defaulted on its obligations to IBHK; and
- ii. Clients' rights to assets held by IBHK in any omnibus account with an overseas market intermediary who provides execution or clearing (as outlined above) may be subject to IBHK, IBHK's other clients, the intermediary or their agents, and other clients of the intermediary or their agents fulfilling their obligations to their counterparties, even though the Client may not have defaulted on its obligations to IBHK.

4. **Short Sales:** Client acknowledges that:

- A. Each time Client places a sell order in respect of a Security in which Client does not hold the equivalent long position, including holding a long position that is less than the quantity being sold, Client notifies IBHK that the sell order relates to a short sale ("Short Sale Order"), and Client will be taken to have warranted and represented to IBHK that the sale will meet the requirements and conditions of the relevant Rules;
- B. Client is required to comply with the relevant reporting obligation of a short seller to report certain short positions to the SFC or other relevant regulators as required by the Rules. Short sales must be done in a Margin Account, and IBHK will only accept Short Sale Orders and allow you to maintain a short position if Client's account meets the Margin Requirements;
- C. Short selling of Hong Kong stocks generally will require Client to enter into a securities lending agreement and to register such agreement and file periodic returns with the Hong Kong Inland Revenue Department ("IRD") in order to comply with exemptions to stamp tax liability in connection with such short sales. IBHK may provide assistance to Client in connection with filing for stamp tax relief in connection with short sales of Hong Kong stocks, but Client remains ultimately and solely responsible for complying with IRD stamp tax rules and IBHK shall have no liability whatsoever in the event that a transaction(s) is not eligible for stamp tax relief;
- D. Prior to executing a short-sale order, IBHK must have reasonable grounds to believe that it (or its affiliate) can arrange for the Client to borrow the stock so that the Client has a presently exercisable and unconditional right to vest the stock in the purchaser;
- E. If IBHK cannot borrow stock (or re-borrow after a recall notice) IBHK may buy-in stock on Client's behalf, without notice to Client, to cover short positions, and Client is liable for any associated losses/costs; and
- F. there are risks in short selling including but not limited to the risks that:

- i. the share price may increase and thereby move adversely to your short position and you can lose more money than you invested;
- ii. you may be forced at any time to re-deliver Equivalent Securities by purchasing them at a higher price than what was received for your short sale; and
- iii. your short position may be bought-in at any time and this may occur at a time when the Securities you have short sold are at a price which is disadvantageous to you.

**5. Safekeeping of Securities; Client Funds:**

- A. The Client appoints IBHK to act as custodian for the Client to provide custody of Client's securities. The Client agrees not to pledge, charge, sell, grant an option or otherwise deal in any securities held by IBHK as custodian without the prior written consent of IBHK.
- B. Unless otherwise authorized by Client in the Client Securities Standing Authority or other written authorisation, any securities held in Hong Kong by IBHK for safekeeping on behalf of the Client may, at IBHK's discretion, be deposited in safe custody in a segregated account that is designated as a trust or client account with an authorized financial institution as defined in the Ordinance, an Approved Custodian or another intermediary licensed by the SFC for dealing in securities in each case in Hong Kong.
- C. IBHK, its affiliate or its appointed sub-custodian are not bound to redeliver to the Client the same securities received from or for the Client but may redeliver to the Client securities of like quantity, type and description.
- D. Securities held by IBHK for safekeeping pursuant to this clause are held by IBHK at the sole risk of the Client and IBHK shall not be responsible for or liable in respect of any loss or damage suffered by the Client unless such loss or damage has been caused as a direct consequence of IBHK's gross negligence, breach of duty, fraud or wilful misconduct.
- E. All monies or other properties received by IBHK from the Client or from any other person, including the HKFE Clearing House, for the Account of the Client in respect of the futures/options contracts transacted on behalf of the Client, shall be held by IBHK as trustee, segregated from IBHK's own assets. All monies or other property so held by IBHK shall not form part of the assets of IBHK for insolvency or winding up purposes but shall be promptly returned to Client upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of IBHK's business or assets.
- F. All currency exchange risks regarding any payment instruction or any order or transaction entered into or arranged for you by IBHK will be the Client's responsibility. Other than a foreign exchange transaction executed in accordance with terms agreed between the Client and IBHK, any conversion from one currency to another required to be

made for performing or executing any payment instruction, order or transaction may be effected by IBHK in the manner and at the time and at the exchange rates that IBHK determines in its sole discretion.

6. **IBHK's Right to Loan/Pledge Client Assets:** To the extent allowed by Client Securities Rules and other relevant Laws and Rules, IBHK is authorized by Client to lend to itself, or others, Client securities or assets. IBHK may, without notice, pledge, re-pledge, hypothecate or re-hypothecate Client's securities and assets, separately or together with those of other clients, for any amount due in any IBHK account in which Client has an interest, without retaining in IBHK's possession or control a like amount of assets. For loans of securities, Client acknowledges that IBHK may receive financial and other benefits to which Client is not entitled. Such loans could limit Client's ability to exercise securities' voting rights.

7. **Multi-Currency Function in IBHK Accounts:**

- A. For a Client with a Margin Account, the Client may be able to conduct transactions and trade products denominated in different currencies. If Client incurs an obligation in a currency (for example, by withdrawal of such currency or by purchase of a product denominated in such currency), and if insufficient funds exist in the account in that currency, a margin loan shall be created to fund the obligation, secured by the assets in Client's Accounts. If Client maintains positions denominated in foreign currencies, IBHK will calculate Margin Requirements by applying exchange rates specified by IBHK.
- B. IBHK WILL APPLY "HAIRCUTS" (A PERCENTAGE DISCOUNT ON THE FOREIGN CURRENCY EQUITY AMOUNT) TO REFLECT THE POSSIBILITY OF FLUCTUATING EXCHANGE RATES BETWEEN THE BASE CURRENCY AND THE FOREIGN CURRENCY. CLIENT MUST CLOSELY MONITOR MARGIN REQUIREMENTS AT ALL TIMES, PARTICULARLY FOR POSITIONS DENOMINATED IN FOREIGN CURRENCIES, BECAUSE FLUCTUATION IN THE CURRENCY AND THE VALUE OF THE UNDERLYING POSITION CAN CAUSE A MARGIN DEFICIT AND MAY RESULT IN LIQUIDATION OF CLIENT'S POSITIONS.
- C. IBHK does not warrant that it will allow cash withdrawals or deposits in every currency in which investment products are denominated on the IBHK platform. In such case, Client authorises IBHK to convert the currency of the credit or debit of the product to a currency in which a withdrawal or deposit is allowed (at then-current rates on the IBHK platform, plus applicable commission). If the account type or the IBHK platform does not support carrying a debit in a particular currency to satisfy an obligation to IBHK incurred in that currency (for example, by entering an order in a options or futures contract settled in a particular currency), Client agrees that IBHK may convert sufficient funds of that particular currency to the appropriate currency to meet applicable obligations or requirements.
- D. Client agrees that IBHK's obligations to Client shall be denominated in: (i) the Hong Kong dollar; (ii) a currency in which funds were deposited by Client or were converted at the request of Client, to the extent of such deposits and conversions; or (iii) a currency in which funds have

accrued to the client as a result of trading conducted in that currency. Information regarding Client's currency conversions is provided on the IBHK Client statements.

**8. Foreign Currency Exchange ("Forex") Transactions:**

- A. HIGH RISKS OF LEVERAGED FOREX TRADING: LEVERAGED FOREX TRADING IS GENERALLY UNREGULATED, IS HIGHLY RISKY DUE TO THE LEVERAGE (MARGIN) INVOLVED, AND MAY RESULT IN LOSS OF FUNDS GREATER THAN CLIENT DEPOSITED IN THE ACCOUNT. Client represents that Client and its representatives have read and acknowledge the "Hong Kong Risk Disclosure Statement" provided separately by IBHK.
- B. General provisions: For Forex and leveraged Forex transactions, IBHK generally will act as agent or riskless principal and charge a fee. IBHK may effect Forex and leveraged Forex transactions through an affiliate or third party, which may profit or lose from such transactions. Client agrees that IBHK may transfer to or from any of the Client's Accounts held with IBHK any funds or assets that may be required to avoid margin calls, reduce debit balances or for any other lawful reason.
- C. The value of Client's open positions will be marked to market in accordance with IBHK's determination as made from time to time during the trading hours by reference to the current prices quoted by a reputable financial information services organization. Interest chargeable or payable by IBHK will be determined with reference to the prevailing marketing rates.
- D. Client acknowledges that he may be affected by any curtailment of, or restriction on, the capacity of IBHK to trade in respect of open positions as a result of action taken by SFC under applicable Rules, laws and regulations, and in such circumstances Client may be required or close out its open positions with IBHK.
- E. If the Client has an obligation to make a payment in respect of an international transaction, the Client authorizes IBHK to withdraw such amounts from monies held on the Client's behalf to discharge that obligation and, if the Client has insufficient funds in the relevant currency, the Client authorizes and directs IBHK to enter into a Forex or leveraged Forex transaction on the Client's behalf to convert amounts the Client holds in other currencies into the relevant currency (using an exchange rate that IBHK determines, acting reasonably, is appropriate in the circumstances). If the Client has a right to receive a payment in respect of an international transaction in a currency for which IBHK does not maintain a segregated account which is designated as a trust or client account with an authorized financial institution as defined in the Ordinance, an Approved Custodian or another intermediary licensed by the SFC for dealing in securities in each case in Hong Kong, the Client authorizes and directs IBHK to enter into a Forex and/or leveraged Forex transaction on the Client's behalf to convert such amounts on receipt into a currency in which IBHK does maintain a segregated account (using an exchange rate that IBHK determines, acting reasonably, is appropriate in the

circumstances). IBHK may aggregate transactions undertaken under this clause for the Client with the transactions undertaken for IBHK's other clients.

- F. **Netting:** Client acknowledges and authorizes IBHK to net off, as permitted by the relevant Laws and Rules, the Client's open Forex or leveraged Forex positioned in the following manner:
- i. **Netting by Novation:** Each Forex transaction between Client and IBHK will immediately be netted with all the existing Forex transactions between Client and IBHK for the same currencies to constitute one transaction.
  - ii. **Payment Netting:** If on any delivery date more than one delivery of a currency is due, each party shall aggregate the amounts deliverable and only the difference shall be delivered.
  - iii. **Close-Out Netting:** If Client: (a) incurs a margin deficit in any IBHK account, (b) defaults on any obligation to IBHK, (c) becomes subject to bankruptcy, insolvency or other similar proceedings, or (d) fails to pay debts when due, IBHK has the right but not the obligation to close-out Client's Forex transactions, liquidate all or some of Client's collateral and apply the proceeds to any debt to IBHK. Upon Close-Out Netting or any "Default", all outstanding Forex transactions will be deemed terminated as of the time immediately preceding the triggering event, petition or proceeding. IBHK's rights herein are in addition to any other rights IBHK has (whether by agreement, by law or otherwise).
- G. Nothing herein constitutes a commitment of IBHK to offer Forex transactions generally or to enter into any specific Forex transaction. IBHK reserves the unlimited right to refuse any Forex order or to decline to quote a two-way market in any currency.
9. **Commodity Options and Futures Not Settled in Cash:** Client acknowledges that: (a) commodity options cannot be exercised and must be closed out by offset; and (b) for futures contracts that settle not in cash but by physical delivery of the commodity (including currencies not on IBHK's deliverable currency list, as is available on the IBHK website from time to time), Client cannot make or receive delivery. If Client has not offset a commodity option or physical delivery futures position prior to the deadline on the IBHK website, IBHK is authorized to roll or liquidate the position or liquidate any position or commodity resulting from the option or futures contract, and Client is liable to IBHK for all losses/costs incurred in connection with such transaction.
10. **Position Limits; Transfers; Automatic Exercise of Options; Options and Futures Transactions on SEHK and HKFE:**



- A. Client acknowledges and agrees that IBHK may, at its sole discretion, establish limits and/or may limit the number of open positions or delivery obligations that Client may have at any time.
- B. Client acknowledges that IBHK may be required to close out the Client's open position in order to comply with these limits or any other position limits of the relevant exchange.
- C. The Client acknowledges that the relevant options or futures exchange or its clearing house may do all things necessary to close out or to transfer any open positions held by IBHK on the Client's behalf and money and securities standing to the credit of the Client's Account with IBHK to another member of the relevant options or futures exchange if deemed necessary under the rules of the relevant exchange or clearing house.
- D. The relevant Law and Rules may require Client to notify the relevant exchange or regulator if the Client holds a reportable position as defined by the relevant Law and Rules (Reporting Requirements). Client acknowledges and confirms that
  - i. Client knows and understands the Reporting Requirements related to the relevant products and exchange the Client places order on, including but not limited to, options and futures orders on SEHK and HKFE; and
  - ii. Client is responsible in complying with the relevant Reporting Requirements
- E. In relation to options contracts traded on the SEHK, Client acknowledges that:
  - i. on the expiry day, and only on the expiry day, the SEHK Option System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above a percentage prescribed by SEOCH from time-to-time. If Client does not wish for such automatically generated exercise to occur, Client may instruct IBHK to override this automatically generated exercise before the System Closure time as specified in the SEOCH Procedures. Similar procedures for automatic exercise of certain options exist on foreign options markets and Client agrees to review the automatic exercise procedures for any exchange on which Client trades.
  - ii. the terms of the standard terms and conditions applicable to an option contract as specified by the SEHK from time to time shall apply to each relevant Client Contract between IBHK and Client arising in accordance with the relevant Rules, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules;

- iii. Client and IBHK shall contract as principals under Client Contracts;
- iv. at Client's request, IBHK may agree to Client Contracts between itself and Client being replaced, in accordance with the relevant Rules, by Client Contracts between Client and another exchange participant; and
- v. if IBHK goes into default, the default procedures of SEHK may result in any Client Contract and IBHK and Client being closed out, or replaced by contracts between Client and another exchange participant of the SEHK;

F. In relation to futures contracts traded on the HKFE, Client acknowledges that in respect of any account IBHK maintained with the HKFE Clearing House, IBHK deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of Client and monies, approved debt securities and approved securities paid to or deposited with HKFE Clearing House are thereby freed from any trust.

C. C. PROVISIONS RELATING TO TRADES TO BE EXECUTED BY IBHK AND GIVEN UP TO CLIENT'S PRIME BROKER FOR SETTLEMENT:

- 1. **Application:** The provisions of this Section C shall apply to trades and positions to be executed by IBHK and given up for settlement to Client's Prime Broker.
- 2. **Securities Transactions:** IBHK will clear Client's securities transactions in a broker-dealer credit account established in the name of Prime Broker and designated for Client's benefit. On the settlement date for each transaction, IBHK will deliver or receive Client's securities to or from Prime Broker against payment in full by or to Prime Broker on Client's behalf.
- 3. **Commodities Transactions:** Commodity transactions will be handled in accordance with a Give-Up Agreement to be executed separately hereto.
- 4. **Client Trade Data:** Client hereby authorizes IBHK to inform Prime Broker of all the details of each transaction for Client's account ("Trade Data"), and Client hereby agrees to inform Prime Broker of the Trade Data on trade date by the time designated to Client by Prime Broker. In the event of any discrepancy in the Trade Data reported to Prime Broker by Client and the Trade Data reported to Prime Broker by IBHK, Client shall be responsible for resolving such discrepancy promptly, and Client shall be liable to IBHK for any loss, cost or expense sustained by IBHK arising out of such transaction.
- 5. **Short, Short Exempt and Long Sales:** When placing any order to sell securities short, Client is responsible for designating the order as such, and Client hereby authorizes IBHK to mark the order as being "short". In placing any long sell order, Client will designate the order as such and hereby authorizes IBHK to mark the order as being "long." The designation of a sell order as being "long" shall constitute a representation by Client that (i) Client owns the security with respect to which the sale order has been placed and (ii) if Prime Broker does not have the security in its possession at the time Client places the sell order, Client shall

deliver the security to Prime Broker by settlement date in good deliverable form and if Client fails to deliver as such, pay to IBHK any losses and expenses IBHK may incur or sustain as a result of Prime Broker's failure to settle any such transaction on Client's behalf. Client further agrees to provide IBHK with information concerning any securities borrowing arrangements made by Client and/or Prime Broker in connection with any short sales.

6. **Client Qualification:** In the event that Prime Broker indicates its intention to disaffirm or fail to take up any trade, Client hereby authorizes and instructs Prime Broker to provide to IBHK, upon the request of IBHK, the following information: (a) the account or accounts to which any of Client's orders or trades relate; (b) the instructions, if any, provided to Prime Broker regarding the allocation of any orders or trades to any sub-accounts; and (c) information available to Prime Broker with respect to any net equity in the account. In addition, this Agreement will serve as further authorization and instruction to Prime Broker to furnish to IBHK in the event of a disaffirmance or failure to take up all such further and additional information concerning an account as IBHK shall request. This paragraph shall remain in effect so long as this Agreement is in effect, shall survive the termination of this Agreement and shall apply to all orders and trades given by Client to IBHK for clearance and settlement through Prime Broker. Client hereby agrees to release and discharge Prime Broker from all responsibility and liability arising out of or incurred in connection with Prime Broker furnishing any information to IBHK pursuant to this paragraph.
7. **Confirmations:** IBHK shall confirm the Trade Data to Prime Broker and shall issue a confirmation for each transaction by the next business day after trade date. Client may direct IBHK to send confirmations to Client in care of Prime Broker.
8. **Client's Settlement Obligation:** In the event Prime Broker indicates its intention not to settle or take up, or fails to settle or take up, any of Client's transactions, Client shall be responsible and liable to IBHK for settling such transactions directly with IBHK in a securities margin account or commodities account that IBHK will open or has opened in Client's name on its books in accordance with applicable regulations. The provisions of Section B of this Agreement shall apply to such transactions.

#### D. OTHER PROVISIONS:

##### 1. **Laws and Rules:**

- A. All transactions under this Agreement shall be subject to the Laws and Rules.
- B. All transactions entered between IBHK and the Client relating to any money, foreign currency, currency option, currency future, or currency forward contract or foreign exchange contract shall be governed by and subject to all the rules, regulations, orders and laws of the country of the currency or money concerned and those of Hong Kong and/or the by-laws, rules and regulations of the exchange or market concerned in which the transaction is done.
- C. This Agreement is governed by the laws of the Hong Kong SAR, IN ALL JUDICIAL ACTIONS, ARBITRATIONS, OR DISPUTE

RESOLUTION METHODS IN CONNECTION WITH A DISPUTE  
ARISING OUT OF THIS AGREEMENT, THE PARTIES WAIVE ANY  
RIGHT TO PUNITIVE DAMAGES.

2. **Service of Process:** Client agrees that IBHK may effect service of process for any legal proceeding, including but not limited to arbitration actions, by email and mail delivery to the email address and mailing address Client has most recently provided to IBHK in connection with Client's IBHK account.
3. **Privacy and Data Protection:**
  - A. Client accepts the Interactive Brokers Group Privacy Policy ("IBKR Privacy Policy"), which is posted on the IBHK website and is incorporated herein by reference. Client consents to the collection and use of Client's information as described in the IBKR Privacy Policy. By signing this Agreement, you indicate that you have read and understood that IBHK may use all personal data (your own and all the individual persons' data listed in your application) for direct marketing purposes. You agree you have consulted the individuals listed in your application and have received their authorization to consent and agree to such use on their behalf. If you or any of the individuals listed in your Application do not agree to such use of their personal information, you/they can exercise the opt-out option by following the instructions on the IBHK website, or by visiting the following link: [https://www.interactivebrokers.com/en/?f=%2Fen%2Fgeneral%2Fcontact%2Foptout.php%3Fib\\_entity%3DIlc](https://www.interactivebrokers.com/en/?f=%2Fen%2Fgeneral%2Fcontact%2Foptout.php%3Fib_entity%3DIlc)
  - B. Without limiting the IBKR Privacy Policy, you authorize IBHK to disclose your personal information to:
    - i. any international financial market participant and any affiliate of IBHK, whether local or overseas;
    - ii. IBHK's agents, contractors, and external advisers;
    - iii. government and other regulatory bodies and authorities whether local or elsewhere;
    - iv. payment system operators;
    - v. other financial institutions and credit providers;
    - vi. on a confidential basis, a prospective purchaser of, or investor in, IBHK or an affiliate or all or part of the business of IBHK or an affiliate; and
    - vii. any other relevant person to the extent required by applicable law.
  - C. Client consents to recording of all telephone conversations on a centralized tape-recording system operated by IBHK.
  - D. Client authorises IBHK, directly or through third parties, to make any inquiries that IBHK considers necessary to conduct business with Client. This may include ordering a credit report, performing other credit checks, and performing an investigation in the event of any default or breach of the obligations herein by Client, or verifying the information Client provides against third party databases. Any information obtained is maintained in accordance with the IBKR Privacy.
4. **Personal Data Collection Statement for SEHK Trading or Stock Connect Northbound Trading Service**

- A. Should you request for trading permission in relation to Securities listed or traded on the SEHK or the Stock Connect Northbound Trading Service, this Paragraph will apply. As required by the rules of the HKEx and the SFC, IBHK is required to collect and process your personal data as described below.
- B. **SEHK Trading Permission:** By signing this agreement, you acknowledge and agree that IBHK may collect, store, process, use, disclose and transfer personal data relating to you (including CID and BCAN(s)) as required for us to provide services to you in relation to Securities listed or traded on the SEHK and for complying with the rules and requirements of SEHK and the SFC in effect from time to time. Without limiting the foregoing, this includes:
- i. disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
  - ii. allowing SEHK to:
    - a. collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the rules of the HKEx; and
    - b. disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and
    - c. use such information for conducting analysis for the purposes of market oversight; and
  - iii. allowing SFC to:
    - a. collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance, and enforcement functions with respect to the Hong Kong financial markets; and
    - b. disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.
- C. **Stock Connect Northbound Trading Permission:** Without limitation to any notification we have given you or consent we have obtained from you in respect of the processing of your personal data in connection with your account and our services to you, by signing this agreement, you acknowledge and agree that we may collect, store, use, disclose and transfer personal data relating to you as required as part of our Stock Connect Northbound Trading Service, including as follows:
- i. tag each of your orders submitted to the China Stock Connect System ("CSC") with a BCAN that is unique to you, or the BCAN that is assigned to your joint account with is, as appropriate; and
  - ii. provide to the HKEx your assigned BCAN and such identification information (including CID) relating to you as the HKEx may request from time to time under the rules of the HKEx;

- iii. to disclose and transfer your BCAN and CID to the HKEx and its relevant wholly-owned subsidiaries which are duly authorized and licensed to provide order-routing service in connection with the Stock Connect Northbound Trading ("SEHK subsidiary" or "SEHK Subsidiaries") from time to time, including by indicating your BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;
- iv. to allow each of the HKEx and the relevant SEHK subsidiaries:
  - a. collect, use and store your BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via the HKEx) for market surveillance and monitoring purposes and enforcement of the rules of the HKEx;
  - b. transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (v) and (vi) below; and
  - c. disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;
- v. to allow the relevant China Connect Clearing House to:
  - a. collect, use and store your BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the HKEx and the relevant SEHK Subsidiary;
  - b. use your BCAN and CID for the performance of its regulatory functions of Securities account management; and
  - c. disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and
- vi. to allow the relevant China Connect Market Operator to:
  - a. collect, use and store your BCAN and CID to facilitate their surveillance and monitoring of Securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and
  - b. disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets.

By instructing us in respect of any transaction relating to China Connect Securities, you acknowledge and agree that we may use your personal data for the purposes of complying with the requirements of the HKEx and its rules as in force from time to time in connection with the Stock Connect Northbound Trading.

- D. You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may be continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent, when that is required to meet any legal or regulatory obligations.
- E. Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with the Securities related services for SEHK trading or for our Stock Connect Northbound Trading Service (other than to sell, transfer out or withdraw your existing holdings or Securities, if any).

**5. Miscellaneous:**

- A. Client agrees to the provision of this Agreement in English and represents that Client understands its terms and conditions. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties. If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. Failure of IBHK to enforce any term or condition of this Agreement is not a waiver of the term/condition.
- B. Client may not assign or transfer any rights or obligations hereunder without the prior written consent of IBHK (through its Chief Executive Officer or General Counsel) IBHK may assign any debts or deficits owed by Client to an IBHK affiliate. In addition, upon notice to Client, IBHK may assign its rights and obligations under this Agreement to another brokerage firm and the Client agrees to such assignment of IBHK's rights and obligations. This Agreement shall inure to the benefit of IBHK's successors and assigns. IBHK may terminate this Agreement or its services to Client at any time. Client may close the Account upon written Notice to IBHK, but only after all positions are closed and all other requirements specified on the IBHK website regarding Account closure are satisfied.
- C. IBHK is licensed to trade in the products approved by the various exchanges including HKFE or SEHK, as applicable, from time to time. Contract specifications for the products in question are available on request.
- D. If Client suffers pecuniary loss by reason of IBHK's default, the Client may have the right to claim under the Investor Compensation Fund established under the Ordinance. The liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Ordinance and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation-Compensation Limits) Rules and accordingly

there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

- E. Every contract executed on the HKFE shall be subject to the charge of an applicable Investor Compensation Fund levy and a levy pursuant to the Ordinance, the cost of both of which shall be borne by the Client.
- F. Unless stated otherwise in this Agreement, IBHK undertakes to inform Client of any material change in relation to the following matters via its website:
  - i. the name and address of IBHK;
  - ii. the nature of service provided by IBHK to Client;
  - iii. the remuneration payable by Client to IBHK; and
  - iv. the details of margin requirements, interest charges, margin calls and the circumstances under which Client's positions may be closed without Client's consent.

#### **6. Mandatory Arbitration:**

- A. This Agreement contains a pre-dispute arbitration clause. By signing this Agreement the parties agree as follows:
  - i. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, EXCEPT AS PROVIDED BY THE LAW OF THE SEAT OF THE ARBITRATION AND/OR THE APPLICABLE ARBITRATION RULES.
  - ii. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
  - iii. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
  - iv. IN CERTAIN CIRCUMSTANCES, THE ARBITRATORS MAY NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
  - v. THE LAW OF THE SEAT OF THE ARBITRATION AND/OR THE APPLICABLE ARBITRATION RULES MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION.



vi. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

vii. THE APPLICABLE ARBITRATION RULES, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

- B. Subject to clause 6C, Client agrees that any controversy, dispute, claim, or grievance between IBHK, any IBHK affiliate or any of their shareholders, officers, directors employees, associates, or agents, on the one hand, and Client or, if applicable, Client's shareholders, officers, directors employees, associates, or agents on the other hand, arising out of, or relating to, this Agreement, or any Account(s) established hereunder; any transactions therein; any transactions between IBHK and Client; any provision of the Client Agreement or any other agreement between IBHK and Client; or any breach of such transactions or agreements, shall be resolved by arbitration, in accordance with the rules then prevailing of any one of the following: (a) The Securities and Futures Commission; (b) The Hong Kong International Arbitration Centre or (c) any exchange of which IBHK is a member, as the true claimant-in-interest may elect. If Client is the claimant-in-interest and has not selected an arbitration forum within ten days of providing notice of Client's intent to arbitrate, IBHK shall select the forum. The award of the arbitrators, or a majority of them, shall be final, and judgment upon the award rendered may be entered in any court having jurisdiction.
- C. Any dispute between IBHK and Client concerning leveraged Forex transactions entered into by Client will be settled, if Client so requires, by arbitration in accordance with the Securities and Futures (Leveraged Foreign Exchange Trading Arbitration) Rules in force at the time such arbitration proceedings are commenced.
- D. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE IN SECTION D PARAGRAPH 6. BY SIGNING THIS AGREEMENT CLIENT ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND THAT CLIENT HAS RECEIVED, READ AND UNDERSTOOD THE TERMS THEREOF.