

Client Agreement

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THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT CAREFULLY.

IF YOU ARE IN ANY DOUBT ABOUT THIS AGREEMENT OR ABOUT THE PURCHASE AND SALE OF SECURITISE AND OTHERWISE, PLEASE CONSULT YOUR LEGAL ADVISOR, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR.

(IF THERE IS AN INCONSISTANCY BETWEEN THE CHINESE AND ENGLISH VERSIONS OF THIS AGREEMENT, THE ENGLISH VERSION SHALL PREVAIL.)

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Client Agreement

THE CLIENT AGREEMENT (hereinafter referred to as “AGREEMENT”) is made the date stated in the Account Opening Form

BETWEEN

- (1) **SUNTEK FINANCIAL INVESTMENT COMPANY LIMITED**, a company incorporated in Hong Kong whose registered office is situated at Flat E, 24/F, China Overseas Building, 139 Hennessy Road, Wanchai, Hong Kong and is licensed for Type 1 Regulated Activity (i.e. Dealing in Securities), Type 4 Regulated Activity (i.e. Advising on Securities) and Type 9 Regulated Activity (i.e. Asset Management) under the Securities and Futures Ordinance with CE No. BNG583, and an Exchange Participant of The Stock Exchange of Hong Kong Limited (hereinafter referred to as “Suntek”); and
- (2) The party whose full name, address and other details are set out in the Account Opening Form of Suntek (hereinafter referred to as the “Client”).

NOW IT IS HEREBY AGREED as follows:

1. DEFINITION AND INTERPRETATION

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

“**Account**” means one or more securities trading accounts opened and maintained by Suntek for the Client from time to time pursuant to this Agreement.

“**Account Number**” means a serial number assigned by Suntek to be used as the Client’s personal identification when opening the Account.

“**Automatic Exchange of Financial Account Information**” or “**AEOI**” means one or more of the following, as the context requires: (i) Foreign Account Tax Compliance Act (“**FATCA**”); (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters developed by Organisation for Economic Co-operation and Development – the Common Reporting Standard (“**CRS**”) and any associated guidance; (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or any other arrangement between Hong Kong and any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations, guidance or standards described in (i) and (ii) above; and (iv) any legislation, regulations or guidance implemented in Hong Kong to give effect to the matters outlined above.

“**Agreement**” means this Client Agreement (including the Account Opening Form) between Suntek and the Client as may be varied, amended or supplemented from time to time. It manifests the contractual relationship between Suntek and the Client wherein Suntek act as the Client’s agent, or in such other capacity as disclosed to the Client, in the buying, selling and otherwise dealing of securities and attend to other related administrative matters.

“**Business Day**” means a day (other than a Saturday) on which licensed banks are open for business in Hong Kong.

“**Common Reporting Standard**” or “**CRS**” means as a worldwide information-gathering and reporting requirement for financial institutions that is used to fight against tax evasion and protect the integrity of tax systems. Under the CRS, Suntek is required to determine where clients are “tax residents” (this will usually be where they are liable to pay income or corporate taxes) and give their national tax authorities information on those clients that are tax residents/paying tax outside Hong Kong. Suntek will share client information with the tax authority of the country (is) where clients are tax residents.

“**Connected Person**” means as it is defined under the 14A.07 to 14A.11 of Listing Rules.

“**Debit Balance**” means an account balance representing money owed to Suntek.

“**Electronic Trading Service**” or “**ETS**” means the software, systems and other facilities, including, but not limited to, Suntek’s Website, telephone, facsimile, electronic mail and other devices provided by Suntek under this Agreement, which enables the Client to give electronic Instructions and to obtain information services provided by Suntek.

“**Exchange**” means The Stock Exchange of Hong Kong Limited.

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

“**Financial Product**” means any securities, futures contracts or leveraged foreign exchange contracts as defined under

the SFO.

“**GEM**” means the Growth Enterprise Market operated by the Exchange.

“**HKSCC**” means the Hong Kong Securities Clearing Company Limited.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Instruction**” means any instruction (including any subsequent amendment or cancellation thereof accepted by Suntek) the Client may give in connection with trading or dealing in Securities, whether verbally or in writing, through the Electronic Trading Service or such other means or in such other manner as Suntek may permit.

“**Listing Rules**” means the rules governing the Listing of Securities on the Exchange.

“**Log-In Name**” means the account number assigned to the Client by Suntek to gain an access to and use Suntek’s Electronic Trading Services (ETS).

“**Log-In Password**” means the personal password which is created and changed by the Client. This Log-In Password is owned by the Client and used to identify the identity of Client. It is used in conjunction with the Log-In Name to gain access to Suntek’s Electronic Trading Services.

“**Main Board**” means the stock market operated by the Stock Exchange of Hong Kong Limited, excluding GEM and Option market.

“**Securities**” means (a) shares, stocks, debentures, loan stocks, funds, bonds or notes; (b) rights, options, interests, certificates of participation in, receipts for or warrants to subscribe for or purchase of such respects as specified in (a); and (c) interests in any collective investment scheme.

“**SFO**” means the Securities and Futures Ordinance (Chapter 571) of the Laws of Hong Kong.

“**SFC**” means the Securities and Futures Commission of Hong Kong.

“**Transaction**” means any transactions concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of securities on any Exchange or any over-the-counter non-exchange traded securities, including but not limited to safe-keeping of securities and the provision of nominee or custodian service therefore and other transactions effected under or pursuant to this Agreement.

“**Suntek Group**” means Suntek’s holding company (as defined in the Companies Ordinance of Hong Kong) or any of Suntek’s subsidiaries/affiliates or subsidiaries (as defined in the Companies Ordinance of Hong Kong) of such holding company.

- 1.2 In this Agreement, words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person or the Client shall include a natural person, a sole proprietorship, a partnership, a corporation and an entity and vice versa.

2. THE ACCOUNT

- 2.1 **Accurate Information:** The Client confirms that the information provided in the Account Opening Form and other account documentation is complete and accurate. The Client undertakes to inform Suntek of any changes to that information. It is the Client’s responsibility to ensure Account accuracy and to notify Suntek immediately with regard to any discrepancies. Suntek also undertakes to inform the Client of any material change of Suntek’s name, address, registration status, financial products and services and remuneration.
- 2.2 **Credit Inquiries:** Suntek is authorized to conduct credit inquiries on the Client and to verify the information the Client has provided.
- 2.3 **Legal Capacity:** The Client represents that he is of required legal age and mentally fit to enter into this Agreement.
- 2.4 **Beneficial owner(s) of the Account:** The Client represents that the Client ultimately owns or controls the Client’s Account or on whose behalf a Transaction or activity is being conducted. Should the direct ownership or direct beneficiary interests have changed, the Client agrees to inform and notify Suntek in writing promptly.
- 2.5 **Personal Data Protection:** Suntek will keep information relating to the Account confidential. The Client has read and fully understood and accepted that Suntek may provide data received from the Client to the following persons and/or for the following purposes: (a) any nominees in whose securities or other assets may be registered; (b) any contractor, agent or service provider which provides administrative, data processing, financial, computer, telecommunication, payment or securities clearing, financial, professional or other services to Suntek or to any other person to whom data is passed; (c) any person with whom Suntek enter into or propose to enter into transaction on behalf of the Client or Account, or persons representing the same; (d) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom this Agreement is notated; (e) governmental, regulatory or other bodies or institutions, whether as required by law or otherwise; (f) giving effect to the Client’s orders relating to transactions or otherwise, and carrying out the Client’s other Instructions; (g) providing services in connection with the Account, whether the services are provided by or through any other person; (h) conducting credit inquiries or checks on the Client and ascertaining the Client financial situations and investment objectives, and enabling or assisting any other person so to do; (i) observing any legal, regulatory or other requirements to which any other persons may be subject; and (j) other purposes related or incidental to any one or more of the above.

- 2.6 **Power of Attorney:** The Client agrees to and hereby irrevocably authorizes Suntek with full power as the Client's true and lawful attorney in fact, to the fullest extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument, which Suntek deems necessary or advisable to accomplish the purposes of this Agreement.
- 2.7 **Safeguard of Log-In Password and Account Number:** For the protection of the security and integrity of the Account, the Client will create a Log-In Password to enter into and access his Account via Suntek's ETS. The Client acknowledges, represents and warrants that the Client is the sole and exclusive owner(s) and authorized user(s) of such Log-In Password. The Client accepts the full responsibility for monitoring and safeguarding the integrity and security of the Log-In Password and Account Number. The Client will immediately notify Suntek in writing, if the Client becomes aware of any loss, theft or unauthorized use of the Client's Log-In Password and/or Account Number. In the absence of such written notification, Suntek is not liable for any consequential damage in connection therewith.

3. JOINT ACCOUNT

- 3.1 If the Client is a joint account holder, the Client's obligations and liabilities under the Agreement shall be joint and several and Suntek may in its absolute discretion take recourse against any one or all of the Clients. Unless terminated in accordance with this Agreement, the death of one joint holder does not operate to terminate this Agreement. Any notice, payment or delivery by Suntek to either or any one of the joint account holders shall be a full and sufficient discharge of Suntek's obligations to notify, pay or deliver under this Agreement. Suntek is also authorized by the Client to accept or carry out Instructions from either or any one of the joint account holders.
- 3.2 For the avoidance of any doubt, on the death of any of joint account holder (being survived by any other such individual), this Agreement shall not be terminated and the interest in the Account of the deceased will thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall also be enforceable by Suntek against such deceased Client's estate. The surviving Client(s) shall give Suntek a written notice immediately upon any of them becoming aware of any such death. This Agreement shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

4. SUNTEK'S EMPLOYEE OR AGENT

- 4.1 **Associated with Suntek's Employee or Agent:** The Client represents and warrants to Suntek that the Client is not associated with any of Suntek's employee or agent or any employees or agents of any member of the Suntek Group including without limitation as a child under 18 years of such employee or agent. The Client agrees that if the Client is or becomes associated with any of such employee or agent, the Client shall promptly notify Suntek of the existence and nature of such association and acknowledge that Suntek may, upon receipt of such notice, at Suntek's absolute discretion, chooses to terminate the Account.
- 4.2 **Connected Person:** The Client further represents and warrants to Suntek that the Client is not a Connected Person of the company(is) and/or the Securities, of which the Client shall place orders or Instructions with Suntek for the purchase or disposal of or otherwise deal in such company(is)'s Securities unless the Client specifically notifies Suntek to the contrary prior to the placing of such orders or Instructions.

5. APPLICABLE RULES AND REGULATIONS

- 5.1 **Laws and Rules:** All Transactions in Securities traded on the Main Board, GEM of the Exchange and/or other exchanges or markets in other jurisdictions, which Suntek effects on the Client's behalf, shall be effected in accordance with all applicable laws, rules and regulations (as amended from time to time) of Hong Kong and other applicable jurisdictions and the by-laws, codes, rules, regulations, customs and usage of the SFC, the Exchange, the HKSCC and/or the relevant exchanges or markets in other jurisdictions.
- 5.2 **Legally Binding:** The Client hereby agrees that this Agreement (including the terms of the Electronic Trading Service) and all the terms herein shall be binding upon the Client and the Client's heirs, estate, executors, representatives, successors and assignees. All actions taken by Suntek in accordance with such laws, rules and regulations shall be binding on the Client.
- 5.3 **Disclosure to Regulators:** If Suntek receives any request for information on any Transaction relating to any of the Account by any regulators in Hong Kong or elsewhere including but not limited to the SFC and the Exchange, even if the Account has been terminated prior to such request: (a) the Client shall provide the required information within two (2) Business Days of such regulator's request; (b) the Client shall, within two (2) Business Days of such regulator's request, inform Suntek or the relevant regulators of the identity, address, contact details and other relevant identification

information of any beneficiary (“underlying client”) or originator of Instructions in respect of the Account, where the Client acts as an intermediary of and effects trades for the benefit of such third party(is), and where the Client effects trades for discretionary accounts, discretionary trusts or collective investment schemes, the Client shall also provide Suntek or the relevant regulators with the identification information of such discretionary accounts, discretionary trusts or collective investment schemes and their managers, and whenever the manager’s discretion is overridden by the beneficiary or any other persons, the identification information of such beneficiary or any other persons who has overridden the manager’s discretion, and whenever the manager’s discretion is overridden, the Client shall immediately inform Suntek such information in writing; (c) the Client, where acting as an intermediary, shall make arrangements with such underlying client(s) or any third party(is) to ensure or procure the provision of such identification information of its underlying clients, together with their written consents for the provision of such information and/or waivers of any benefits of the secrecy or personal data protection laws that prohibit disclosure, to the regulators; and (d) the Client shall, upon Suntek’s request, immediately provide, or authorize Suntek to provide, the relevant identification information to any regulatory authority in Hong Kong or any other jurisdiction within two (2) Business Days of the regulator’s request.

5.4 **Hong Kong Jurisdiction:** This Agreement shall be governed by, interpreted and construed in accordance with the laws of Hong Kong. The Client irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

6. INSTRUCTIONS AND TRANSACTIONS

6.1 **Agents:** Suntek will act as the Client’s agent in effecting Transactions unless Suntek indicates (in the contract note for the relevant Transaction or otherwise) that Suntek is acting as principal.

6.2 **Reliance on Instructions:** The Client expressly agrees to use internet or such other means or in such other manner as Suntek may permit to communicate or transmit the Client’s trading and other related Instructions, including the subscriptions to acquire new listings or issues of Securities. When the Client gives Instructions to Suntek via ETS, those Instructions will be linked to his Client’s Account Number and Log-In Password. They will be considered as the one and only Instructions given by the Client. Suntek is under no duty to verify the identity or authority that emanates such Instructions. The Client hereby waives any and all defenses that any such Instructions were not in writing as may be required by the relevant laws, rules and regulations.

6.3 **Third Party Instructions:** The Client understands that Suntek will not accept any third party Instruction, unless the Client has formally executed and delivered a valid power of attorney which expressly authorizes a named specific party to emit trade Instruction on the Client’s behalf. The Client further agrees to indemnify Suntek from any disputes, losses and other claims arising from the execution by Suntek of any unauthorized third party Instruction transmitted on the Client’s behalf. Should the Client decide to employ a third party to give Instructions, the Client agrees to supply Suntek with an accurate and truthful identification and personal information about the designated third party. The Client also understands those personal information will be made available to Hong Kong regulators and other government agencies, including but not limited to the SFC, the Exchange, the Independent Commission Against Corruption (i.e. ICAC) and so forth.

6.4 **Instruction Amendment or Cancellation:** The Client may amend or cancel the Instructions that have been previously transmitted. The Client agrees that Suntek is not obligated to accept such amendment or cancellation. Instructions may only be amended or cancelled prior to the execution. The Client shall accept full responsibilities for the Transactions, partial or full, executed prior to the processing of the Client’s amendment and/or cancellation request.

6.5 **Independent Judgment:** Subject to Clause 6.6 below, the Client agrees that the Client shall independently make his own judgments and/or decisions with respect to each Instruction.

6.6 **Suitability of Recommendation:** If Suntek solicits the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client’s financial situation, investment experience and investment objectives. No other provisions of this Agreement or any other document Suntek may ask the Client to sign, and no statement Suntek may ask the Client to make derogates from this clause.

6.7 **No Guarantee of Executions:** The Client acknowledges the fact that extraordinary events or technical difficulties may prevent or otherwise hinder the execution of the Instructions. The Client agrees that Suntek will not be liable for any loss, actual or projected, resulted, directly or indirectly, from government actions, price variations, exchange/market restrictions, equipment, communication and systems failure and breakdowns, unauthorized access or Instructions, and other physical and technical restraints and conditions beyond Suntek’s control.

6.8 **Short Sell:** Suntek currently does not accept any nature of Short Sale Order.

6.9 **No Stop-Limit Orders:** Stop-Limit orders are types of conditional Instructions. They are usually not immediately executable. The execution of such orders is pending on the satisfaction of certain previously defined conditions. The

Client understands that Suntek generally does not accept such Instructions. If such orders are accepted, Suntek does not guarantee the execution of such orders.

- 6.10 **Inside Dealing is prohibited:** It is unlawful to distribute, disseminate and act upon any unpublished price sensitive information to make a profit or to avoid a loss in securities trading. The Client confirms that he is aware of such practice are unlawful. The Client agrees not to engage in the said and other unlawful practices and to take full responsibility for the consequences.
- 6.11 **Restrictions on Trading:** The Client agrees that Suntek may, in Suntek's sole discretion and without giving the Client any prior notice, prohibit or restrict his ability to trade Securities through the Account for cause. The Client agrees that Suntek is not liable for any losses and/or damages, actual or hypothetical, as a result of such restrictions.
- 6.12 **Transaction in Foreign Currency:** In the event that Client instructs Suntek to enter into any Transactions relating to Securities on an Exchange or other market on which such Transactions are effected in a currency other than the currency in which the Account is denominated then:
- (i) Any profit, loss and expenses arising as a result of fluctuation in the exchange rate affecting such currency will be entirely for the Account and at the Client's own risk; and
 - (ii) Suntek is authorized to convert funds in the Account into and from such foreign currency at prevailing market rate of exchange.

If, for any purpose, the Client is required to convert any amount due to Suntek into a currency other than that in which it would otherwise have been due, the Client shall pay Suntek such additional amounts as are necessary to ensure that, when received and reconverted, Suntek will receive the full amount in the original currency as it would have received had no such conversion taken place.

- 6.13 **Over-The-Counter Transaction:** In relation to any Instructions for Over-The-Counter ("OTC") between the Client and other third party(ies), including without limitation trading of any new Securities before their listings on the relevant exchange, entered or to be entered into by the Client, the Client acknowledges and agrees that:
- (a) Suntek shall have the sole and absolute right exercisable at its sole discretion at any time, without notice to the Client, without limitation and without any liability to the Client:
 - To vary the trading hours of any trading of the OTC transactions;
 - To limit or suspend trading of the OTC transactions; and
 - To set limit on any Instructions in relation to the OTC transactions.

For any reason whatsoever, including any authorized use of the ETS provided to the Clients.

- (b) Subject to Clause 6.1 above, Suntek is acting as agent for the Client and does not guarantee the settlement of such OTC transactions;
- (c) The Client's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant Security subsequently fails to list on the relevant exchange;
- (d) In the event that the Client in selling any Securities fails to deliver such Securities, Suntek is entitled to purchase in the market (at the prevailing market price) the relevant Securities required for delivery in respect of such sale effected for the Client in order to complete the settlement of the relevant Transaction. The Client shall bear all losses and expenses arising out of or in connection with such Transaction;
- (e) In the event that (i) the Client buys Securities from a seller and such seller fails to deliver the relevant Securities and (ii) the purchase of the relevant Securities cannot be effected or Suntek in its absolute discretion determines not to purchase the relevant Securities pursuant to Clause 6.13(c), the Client will not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant Securities;
- (f) In the event that the Client in buying any Securities fails to deposit the necessary settlement amount, Suntek is entitled to sell any and all Securities held in the Account and use the sale proceeds after deducting all costs in settlement of the Transaction. However, if the Client is the seller under such Transaction and such Transaction cannot be settled, the Client shall only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and
- (g) Without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to Suntek for any losses and expenses resulting from its and/or its counterparty's settlement failures.

7. SETTLEMENT

- 7.1 **Commissions and Charges:** All Transactions executed in pursuance of the Instructions of the Client shall be subject to such commissions and fees as charged by Suntek from time to time. Transactions on the Exchange shall also be subject to a transaction levy and other levies that the Exchange from time to time may impose. Suntek is authorized to deduct and collect any such levies in accordance with the rules prescribed by the Exchange from the Account. The Client shall pay Suntek on demand and/or authorize Suntek to deduct from the funds available in the Account commissions and fees on purchases, sales and other Transactions or services for the Account at such rate as Suntek may from time to time have notified the Client, together with all stamp duties, bank charges, transfer fees, interest and other charges in respect of or connected with the Account or any Transaction or services thereof or any Securities therein. The Client acknowledges and agrees that the commission rates and fees are determined and set solely by Suntek, the Exchange and other government agencies, and are subject to change at any time without giving prior notice to the Client.
- 7.2 **Sufficient Funds/Securities:** Before Suntek executes Instructions, the Client is required to have available funds or Securities in the Account at least equal to the amount to cover such purchase or sale (including all commissions, transaction costs and charges). Unless otherwise agreed, in respect of each Transaction, or Suntek is already holding cash or Securities on the Client's behalf to settle the Transaction, the Client will, in a timely manner: (a) pay Suntek cleared funds or deliver to Suntek Securities in deliverable form; or (b) otherwise ensure that Suntek has received such funds or Securities.
- 7.3 **Duty to Settle on Time:** The Client agrees that when Suntek has executed an Instruction and settled the Transaction on the Client's behalf, the Client shall, by the due settlement date, make payment to Suntek against delivery of or credit to the Account for purchased Securities, or make good delivery of sold Securities to Suntek against payment, as the case may be. Whenever the Client fails to make such payment or delivery of Securities by the due date as mentioned above or upon closure of the Account or termination of Suntek's relationship with the Client, the Client hereby irrevocably grants Suntek the authorization and rights under Clause 6.4 of this Agreement.
- 7.4 **Authorization to Cover:** In the event that the Client does not have such sufficient funds or Securities available in the Account, the Client authorizes Suntek that Suntek may at its sole discretion and without prior notification to the Client:
- (a) Execute, cancel or liquidate the Transactions;
 - (b) Set off any amount receivable from and amount payable to the Client where such amounts arise from the purchase and sale of Securities;
 - (c) Dispose any of Securities in the Account to settle any liability owed by the Client to Suntek arising from the purchase of Securities; or
 - (d) Borrow on the Client's behalf and/or purchase Securities with the funds available in the Account arising from the sale of Securities.
- The Client hereby acknowledges that the Client shall indemnify Suntek against any loss, costs, fees and expenses that Suntek may incur in connection with the Client's failure to meet any of the Client's settlement failures.
- 7.5 **Undelivered Purchase:** The Client realizes that delivery of any Securities the Client purchased from the other party is not guaranteed.
- 7.6 **Payment on Demand:** Notwithstanding any of the other provisions of this Agreement, the Client shall pay all the Client's indebtedness to Suntek on demand or earlier when due and at Suntek's request, shall deposit such cash, Securities or otherwise and maintain such Securities with Suntek as Suntek deems satisfactory or which may be required by the rules of any stock exchange or market of which Suntek is a member. The Client further acknowledges that Suntek may at any time require the Client to deposit sufficient cleared funds in the Account before carrying out any Transactions in respect of any Securities on the Client's behalf. The Client acknowledges that Suntek shall not be responsible for any loss occasioned thereby. The Client will be responsible to Suntek for any losses and expenses in connection with enforcing payment or discharge of any such indebtedness, liability or obligation.
- 7.7 **Interest Charge:** The Client agrees to pay interest on all overdue debit balances (including interest arising after a judgment debt is obtained against the Client) charged at an annual rate of five (5) per cent above the best lending rate (Prime Rate) on Hong Kong dollars quoted by bank from time to time or at such rate as be stipulated by Suntek's sole discretion from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by Suntek.
- 7.8 **Costs of Collection:** The Client agrees to pay for the reasonable costs and expenses of collection of the debit balance

and any unpaid deficiency in the Account, including, but not limited to, attorney's fees, court costs and any other expenses incurred or paid by Suntek.

- 7.9 **Pre-Condition to Payment and Delivery:** Any obligation Suntek may have to pay or deliver to the Client shall be conditional upon the Client having no outstanding liabilities (whether or not then due or payable) owed to Suntek and no outstanding Transaction under which such liability could arise.

8. CUSTODY OF CLIENT FUNDS AND SECURITIES

- 8.1 **Fund Deposit:** The Client agrees to deposit the Client's own funds for the purpose solely of investment in relation to Securities. The Client further agrees not to deposit or transfer, and Suntek is under no obligation to accept for deposit, into the Account any Securities, cheques, bank drafts or other property which are not in the Client's own name. Should Suntek decide not to accept such deposit or assets, the Client shall indemnify Suntek for all loss and liability incurred by Suntek in connection therewith.
- 8.2 **Fund Withdrawal:** Subject to payment of any indebtedness, liability or other obligation then due by the Client to Suntek, the Client may withdraw funds up to his credit balance from the Account upon giving written or verbal notice to Suntek with applicable fees Suntek may charge. The Client shall effect such appointment by completing the form for the appointment of an agent for transfer of funds and/or Securities accessible by notice in writing to Suntek, together with the Client's signature, via mail or facsimile, or calling to Suntek. Provided that Suntek has such authorization documents on file, Suntek is under no duty to verify the identity or authority of such agent who makes any withdrawal instructions. The Client hereby declares that the Client will be solely responsible for any errors, misappropriations or losses arise from such appointments.
- 8.3 **Fund Balance:** Any cash held for the Client, other than cash received by Suntek in respect of settling a Transactions and of fulfilling other debt obligations by the Client, shall be deposited to a client segregated account maintained with a licensed bank as required by applicable laws from time to time. The Client agrees that Suntek shall be entitled to retain any amount of interest derived from the holding of client money on behalf of the Client maintained in the client segregated account.
- 8.4 **Safekeeping of Securities:** Any Securities which are held by Suntek for safekeeping may, at Suntek's discretion, be registered (if registrable) in the Client's name or in the name of Suntek's nominee. Where Securities are not registered in the Client's name, any dividends or other benefits arising in respect of such Securities shall, when received by Suntek, be credited to the Account or paid or transferred to the Client, as agreed with Suntek. Where the Securities form part of a larger holding of identical Securities held for Suntek's clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.

9. NOTICE AND COMMUNICATIONS

- 9.1 **Mode of Delivery:** All notice and communications from Suntek to the Client under this Agreement may be sent and delivered by personal delivery, postal mail, facsimile, electronic mail or other electronic transmission to the address, facsimile number or electronic mail address in the Account Opening Form or as notified to Suntek in writing from time to time by at least fourteen (14) days' advance notice. All notices and other communications shall be deemed to be delivered to the Client (i) at the time of dispatch or transmission if delivered personally, by facsimile transmission or by electronic transmission; or (ii) one (1) Business Day after dispatch if sent by post, whichever shall be the first to occur. On the other hand, any notice or other communication to be given to Suntek shall be deemed effective only when received by Suntek.
- 9.2 **Presumption of Receipt:** All notice and communications so sent whether by mail, facsimile, electronic mail or otherwise, shall be deemed delivered and received, unless otherwise notify to Suntek by the Client. It is the Client's responsibility to ensure the correctness and accuracy of the Account and to contact Suntek immediately with any discrepancies.
- 9.3 **Verbal Communications:** Suntek may also communicate with the Client verbally. The Client is deemed to have received any message left for the Client on the Client's answering machine, voice mail or other similar electronic or mechanical devices at the time it is left for the Client.
- 9.4 **Responsibility to Retrieve and Review Communications:** The Client agrees to check regularly the Client's mailbox, electronic mailbox, facsimile machine and other sources of facilities through which the Client receives notices and communications from Suntek. Suntek will not be responsible for any losses that arise from the Client's failure, delay or negligence to check such sources or facilities.

- 9.5 **Monitoring and Recording of Telephone Conversations and Electronic Communications:** For the protection of

the Client and Suntek, and as a tool to detect and rectify misunderstandings, the Client agrees and authorizes Suntek, at Suntek's discretion and without further prior notice, to monitor and record any or all telephone conversations and any electronic communications between Suntek and the Client.

- 9.6 **Confirmation and Statements of Account:** The Client is responsible for reviewing all acknowledgements, confirmations, contract notes and statements of account in relation to the Transactions, other account activities and information upon first receiving them. All Transactions and other information therein contained will be binding on the Client unless Suntek receives the Client's notice of objection in writing within two (2) Business Days after the Client receives or deems to have received them. In all cases, Suntek has the right to determine the validity of the Client's objection to the relevant Transactions or information.
- 9.7 **Undelivered or Returned Confirmations and Statements of Account:** The Client endeavours to keep the account information up to date and correct, and to notify Suntek in writing of any changes within fourteen (14) days. The Client understands, for the security and integrity of the Account, that Suntek may temporarily or permanently disable or restrict the Account, if and when confirmations and statements of account become undeliverable or are returned as a result of the Client's failure to provide, update and/or notify Suntek with most current and accurate account information.

10. CONFLICTS OF INTEREST

10.1 **Potential Conflicts of Interest:** Subject to applicable laws, rules and regulations, Suntek shall be entitled to:

- (a) Act in any capacity for any other person or buy, sell, hold or deal in any Securities for Suntek's own Account even if similar Securities may be held in the Account or covered by the Instruction in respect of the Account;
- (b) Purchase for the Securities, fully or partially, held by Suntek from Suntek's own Account;
- (c) Purchase for Suntek's own Account Securities, fully or partially, from the Client's own Account;
- (d) Match the Client's order with those of other Client(s) of Suntek;
- (e) Take the opposite position to the Client's order whether it is on Suntek's own Account or is on behalf of other Clients of Suntek; and
- (f) Deal in Securities where Suntek is involved in a new issue, rights issue, takeover or similar Transactions concerning such Securities,

provided that in cases under (b), (c), and (d) above, the terms of any Transaction in which the Client is involved are not less favorable to the Client than they would have been, had the Transaction been entered into at arm's length on the day in question. To the extent permissible under applicable laws, regulations and rules, Suntek shall not be liable to the Client for or obligated to disclose to the Client, any commission, profits or other benefits whatsoever resulting from Suntek's carrying out any of the above actions or entering into any of the above Transactions.

10.2 **Acceptance of Benefits:** The Client acknowledges and agrees that Suntek may solicit, accept, receive and retain for its own benefit any rebate, brokerage, fee, discount, benefit or advantage from any Transaction effected by Suntek provided that transaction execution is consistent with best execution standards and brokerage rates are not in excess of customary full-service brokerage rates. Suntek will make disclosure of such benefits and their approximate value to the Client upon request or otherwise in accordance with applicable laws, regulations and rules. Suntek may also offer at its discretion any benefit or advantage to any person in connection with such Transaction.

10.2.1 **Monetary Benefits:** Suntek and/or its associates may from time to time enter into explicit remuneration arrangement with and receive directly or indirectly quantifiable monetary benefits from a product issuer for distributing or selling to the Client investment products or Suntek may otherwise obtain trading profits from Back-to-Back Transactions of investment products ("Back-to-Back Transactions" refer to Transactions in which Suntek purchases an investment product from a third party subsequent to its receipt of an order from the Client, and Suntek then sells the same to the Client without assuming any market risk; or Suntek sells an investment product to a third party subsequent to its receipt of a sell order from the Client without assuming any market risks).

10.2.2 **Non-Monetary Benefits:** Suntek and/or its associates may from time to time receive non-monetary benefits from products issuers and such non-monetary benefits 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 the above goods and services; clearing and custodian services and investment-related publications) or other forms of benefits that cannot be quantified in pecuniary terms.

11. NEW LISTING OF SECURITIES

- 11.1 **Authority to Make Application:** In the event that the Client requests and authorizes Suntek to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as the Client's agent for the Client's benefit or for the benefit of any other person, the Client hereby warrants to and for Suntek's benefit that at the time of such application, Suntek shall have authority to make such application on the behalf of the Client.
- 11.2 **Familiarization With the Terms and Conditions of the New Listing and/or Issue of Securities:** The Client shall familiarize himself and comply with all the terms and conditions governing the new listing and/or issue of Securities and the application for such new Securities set out in any prospectus, offering documents, the application form or any other relevant documents in respect of such new listing and/or issue and the Client agrees to be bound by such terms and conditions in any such Transaction the Client may have with Suntek.
- 11.3 **Representations, Warranties and Undertakings:** The Client gives Suntek all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person).
- 11.4 **Sole and Only Application:** The Client further declares and warrants, and authorizes Suntek to disclose and warrant to the Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by Suntek as the Client's agent is the sole application made, and there is no other application intended to be made, by the Client or on the Client's behalf to benefit the Client or the person for whose benefit the Client is applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by Suntek and by the issuer, sponsors, underwriters or placing agents of the relevant securities, the Exchange or any other relevant regulator or person in respect of any application made by Suntek as the Client's agent.
- 11.5 **Eligible Person for Applying for Securities:** The Client represents and warrants that the Client is an eligible person for applying for Securities in respect of a new listing and/or issue pursuant to the prospectus, offering document, the application form or any other relevant document in respect of such new listing and/or issue of Securities and understand that such representation and warranty will be relied upon by Suntek.
- 11.6 **Compliance with Relevant Rules and Industry Practice:** The Client recognizes and understands that the legal, regulatory requirements and market practice in respect of applications for Securities may vary from time to time as may the requirements of any particular new listing or issue of Securities. The Client undertakes to provide to Suntek such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as Suntek may in its absolute discretion determine from time to time.
- 11.7 **Bulk Application:** In relation to a bulk application to be made by Suntek or the agent of Suntek on Suntek's own account and/or on behalf of the Client and/or Suntek's other clients, the Client acknowledges and agrees: (a) that such bulk application may be rejected for reasons which are unrelated to the Client and the Client application and neither Suntek nor Suntek's agent shall, in absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection; and (b) to indemnify Suntek if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors.
- 11.8 **Offer of IPO Loan:** Suntek does not grant credit facilities to it Client in the application of new listing and/or issue of Securities on the Exchange (i.e. IPO Loan).

12. ELECTRONIC TRADING SERVICE

- 12.1 **Electronic Trading Service:** The Client understands that the Electronic Trading Service ("ETS") is a semi-automated facility, which enables the Client to send electronic Instructions and receive information and services. The Client agrees to use the ETS only in accordance with the terms of this Agreement. Any additional services offered through the ETS in the future shall only be use by the Client in accordance with the terms of this Agreement.
- 12.2 **Authorized Access:** The Client shall be the only authorized user of the ETS for the Account. The Client shall be responsible for the confidentiality and use of Log-In Password. The Client acknowledges and agrees that the Client shall be solely responsible for all Instructions entered through the ETS using Log-In Password and neither Suntek nor Suntek's directors, officers or employees shall have any liability to the Client, or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any Instructions.

- 12.3 **Proprietary System:** The Client acknowledges that the ETS is proprietary to Suntek. The Client warrants and undertakes that the Client shall not, and shall not attempt to, tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the ETS. The Client acknowledges that Suntek may take legal action against the Client, if the Client at any time breaches this warranty and undertaking or if Suntek at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify Suntek immediately if the Client becomes aware that any of the actions described above in this Clause is being perpetrated by any other person.
- 12.4 **Responsibility to Notify Errors:** The Client further acknowledges and agrees that, as a condition of using the ETS to give Instructions, the Client shall immediately notify Suntek if: (a) an Instruction in respect of the Account has been placed through the ETS and the Client has not received an order number; (b) an Instruction in respect of the Account has been placed through the ETS and the Client has not received an accurate acknowledgement of the Instruction or of its execution, whether by hard copy or via electronic or verbal means; (c) the Client has received acknowledgement, whether by hard copy, electronic or verbal means, of a Transaction which the Client did not originate or instruct; and/or (d) the Client become aware of any unauthorized use of the Account Number and/or Log-In Password.
- 12.5 **Alternative Trading Facilities:** The Client agrees that should the Client experience any problems in reaching Suntek through the ETS or vice versa, the Client shall attempt to use an alternative method or device, as Suntek may make available, to communicate with Suntek to place the Client orders and to inform Suntek of the difficulty the Client may experience. The Client acknowledges that Suntek gives no express or implied warranties (including but not limited to warranties of merchantability, functionality or fitness for a particular use) with respect to trade or trade related services. The Client agrees that Suntek shall not be responsible to the Client for any losses, costs, expenses, damages or claims which the Client may suffer as a result of any disruption, malfunction or other suspension of Sservice beyond Suntek's control.
- 12.6 **Third Party Market Data:** The Client understands that the ETS may provide, for informational purpose, only data about Securities published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant Securities or investment. The Client understands that whilst Suntek believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. The Client understands that no recommendation or endorsement from Suntek shall be inferred from the data provided with respect to any Securities or investment.
- 12.7 **No Guarantee of Accuracy or Timeliness of Information:** The Client acknowledges that the price quote service available at the ETS is provided by a third party provider appointed by Suntek from time to time. The Client understands that information provided in the ETS is on an "as is", "as available" basis and Suntek does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information.
- 12.8 **Termination of Electronic Trading Services:** Suntek reserves the right to terminate the Client access to the ETS in its sole discretion, without notice or assigning any reasons.

13. FAX AND ELECTRONIC INSTRUCTIONS INDEMNITY

- 13.1 **Fax and Electronic Instructions:** The Client acknowledges that from time to time, Suntek needs to act on facsimile or electronic Instructions (including but not limited to e-mail) from the Client. The Client understands that facsimile and electronic Instructions are not secure means of communication and there are risks involved. The Client hereby requests Suntek to accept such facsimile or electronic Instructions for the Client's convenience. Suntek is hereby authorized to act on any facsimile or electronic Instructions that Suntek in its sole discretion believe emanate from the Client. Provided that Suntek exercises reasonable care in verifying the signature of the purported authorized person in the facsimile Instructions or the identity of the person giving the electronic Instructions, Suntek shall not be liable for acting in good faith on facsimile or electronic Instructions that emanate from unauthorized persons.
- 13.2 **Binding Transaction and Indemnity:** Any Transaction put through by Suntek for the Client pursuant to a facsimile or electronic Instruction acted upon in good faith and in the absence of negligence default or fraud shall be binding upon the Client whether made with or without the Client's authority, knowledge or consent. The Client undertakes to indemnify Suntek and keep Suntek indemnified at all times against all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against Suntek or suffered or incurred by Suntek and which shall have arisen either directly or indirectly out of or in connection with Suntek's accepting facsimile or electronic Instructions and acting thereon, whether or not the same are confirmed in writing by the Client.

14. GENERAL PROVISIONS

- 14.1 **Entire Agreement:** This Agreement, including any schedules and appendices (as may be amended from time to time), contains the entire understanding between the Client and Suntek and supersedes all previous Agreements and arrangement (if any) made between Suntek and the Client in relation to the Account.

- 14.2 **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable by any court or regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained here. Time shall be of the essence in relation to all matters arising under this Agreement. Where the Client consists of more than one person, the liability of each of the persons shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of the persons. Suntek shall be entitled to deal separately with any of the persons including the discharge of any liabilities to any extent without affecting the liability of the others.
- 14.3 **Presumption of Delivery:** All notices and communications to the Client may be effectively given by mailing the same by post addressed to the Client at any of the Client's residential, business or correspondence addresses as they appear from time to time on Suntek's records, or by delivering the same to the Client or to any such address, or by facsimile or e-mail to any facsimile number or address notified to Suntek from time to time for the purpose and shall be deemed to be received (a) the first Business Day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), or communicated (in the case of telephone, facsimile transmission or e-mail) and that no such notice or communication need be signed on Suntek's behalf.
- 14.4 **Duty to Notify:** The Client shall inform Suntek within two (2) Business Days of the possession or knowledge of information, if the Client acts as intermediary for or effected a Transaction on behalf of someone other than the Client as an ultimate beneficiary owner(s): and if the Client notices any discrepancies and/or error with regard to and in connection with any the Client's account information, Transactions, settlements and fund transfers. The Client agrees that the Client failure to notify of such discrepancy and/or error in a prompt manner would exonerate Suntek and Suntek's agents from any claims, liabilities or damages resulted from those discrepancies and/or errors.
- 14.5 **Amendment:** To the extent permitted by law, Suntek may from time to time amend any of the terms and conditions of this Agreement without prior notice to or approval from the Client, and such amendments shall come into effect immediately upon the receipt of notice from the Client pursuant to this Agreement. The Client acknowledges and agrees that if the Client does not accept any amendments (including amendments to commission rates and fees) as notified by Suntek from time to time, the Client shall have the right to terminate this Agreement in accordance with termination clause under this Agreement. The Client further agrees that any amendments shall be deemed to be accepted by the Client, should the Client continue to effect Transaction(s) in the Account without expressly communicate the Client objections to such amendments prior to the Transaction(s).
- 14.6 **Material Change:** Suntek will notify the Client of material changes to any information provided to the Client, which may affect financial product(s) and/or service(s) provided to the Client under this Agreement.
- 14.7 **Waiver:** Waiver of any right under this Agreement must be in writing signed by the party waiving such right. Suntek will not be regarded as having waived any right under this Agreement if Suntek fails or delays in exercising such right. Any single or partial exercise of any rights under this Agreement will not preclude any further exercise of such right or exercise of any other right. Suntek's failure to insist at any time on strictly compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on Suntek's part shall, in no event, constitute or be considered as a waiver by Suntek of any of Suntek's powers, rights, remedies or privileges.
- 14.8 **Default:**
- 14.8.1 Any of the following non-exclusive and non-exhaustive events shall constitute an "Event of Default": (a) the Client has breached any material term(s) of this Agreement or defaulted in respect of any Transaction with Suntek; (b) the Client fails to pay for or otherwise settle any purchase (including the subscriptions to acquire a new listing and issue) or other Transaction under this Agreement when due; (c) a voluntary or involuntary case or other procedure is commenced against the Client seeking or proposing bankruptcy, liquidation, reorganisation, an arrangement or composition, a freeze, standstill or moratorium, or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Client, if insolvent) or seeking the appointment of an insolvency official in respect of the Client or any substantial part of the Client's assets; or (d) any warranty order of attachment or distress or equivalent is filed against the Client.
- 14.8.2 If an Event of Default occurs, without prejudice to any other rights or remedies that Suntek may have against the Client and without further notice to the Client, Suntek shall be entitled to:
- (a) immediately close the Account;
 - (b) terminate all or any part of this Agreement;
 - (c) cancel any or all outstanding orders or any other commitments made on the Client's behalf;
 - (d) dispose of any or all Securities held for or on behalf of the Client and to apply the proceeds thereof

and any cash deposit(s) to settle all outstanding balances owing to Suntek including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by Suntek in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;

- (e) buy any Securities required for delivery in respect of any sale effected for the Client; and
- (f) combine, consolidate and set-off any or all of Accounts in accordance with Clause 14.9.

All amounts due or owing by the Client to Suntek under this Agreement shall immediately become due and payable if an Event of Default occurs.

14.8.3 In the event of any sale pursuant to this Clause:

- (a) Suntek shall not be responsible for any loss occasioned thereby howsoever arising if Suntek has used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price;
- (b) Suntek shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price to any person at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by Suntek;
- (c) the Client agrees to pay Suntek any deficiency of the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to Suntek.

14.9 Set-Off

14.9.1 Unless expressly provided otherwise in the Agreement, all sums payable by the Client under the Agreement shall be paid in full without set-off or counterclaim or any restriction or condition.

14.9.2 The Client irrevocably and unconditionally authorizes Suntek to apply any amounts (in whatever currency) standing to the credit of the Accounts and/or any other account(s) in the Client's name with Suntek in reduction of any amounts (whether matured or contingent) payable by the Client under the Agreement.

14.9.3 In addition to any right of set-off, offset, combination of accounts or similar right Suntek may have under the Agreement or by law, Suntek may, without prior notice to the Client or any other person, set off any sum or obligation (whether or not arising under the Agreement, whether matured or contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by the Client to Suntek against any sum or obligation (whether or not arising under the Agreement, whether matured or contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by Suntek to the Client.

14.10 Termination:

14.10.1 Either party may terminate this Agreement at any time by giving the other party not less than fourteen (14) Business Days' notice in writing. The Account shall also be deemed to be terminated upon the termination of this Agreement. Termination under Clause 14.9 shall not affect any Transaction entered into by Suntek pursuant to this Agreement before the written notice of that termination has been actually received by Suntek. Termination shall not extinguish, prejudice or vary any of Suntek's rights under this Agreement.

Termination under Clause 14.10 shall not affect in any way at all:

- (a) The validity of all acts performed by Suntek before termination, which shall be binding upon the Client;
- (b) The rights or liabilities of either the Client or Suntek in relation to any outstanding Transactions at the time of termination until all of those Transactions have been processed, cancelled or settled and all those liabilities have been fully discharged;
- (c) Warranties, representations, undertakings and indemnities given by the Client under or in connection with any Agreement relating to the Account and/or any Transactions, all of which shall survive termination; or
- (d) The Client's obligations.

14.10.2 Upon termination of this Agreement under Clause 14.10, all amounts due or owing by the Client to Suntek under this Agreement shall become immediately due and payable. Suntek shall cease to have any obligations to purchase or sell Securities on behalf of the Client in accordance with the provisions of this Agreement,

notwithstanding any Instructions from the Client to the contrary.

- 14.10.3 Upon termination of this Agreement, Suntek may sell, realize, redeem, liquidate or otherwise dispose of all or part of the Securities to satisfy all indebtedness of the Client to Suntek and Clause 14.8 shall apply to any such sale.
- 14.10.4 Any net cash proceeds received by Suntek pursuant to a sale, realization, redemption, liquidation or other disposal under this Clause shall be credited to the Account and the net credit balance on the Account (if any) shall be returned to the Client, after first deducting or providing for all monies and sums due or owing and other liabilities accrued or accruing due to Suntek and outstanding (whether actual or contingent, present or future or otherwise). All Securities not realized or disposed of together with any relevant documents of title in Suntek's possession shall be delivered to the Client at the Client's own risk and expense.
- 14.10.5 If a debit balance on the Account exists after application of the cash proceeds and deduction of any sums pursuant to this Clause, the Client shall immediately pay to Suntek an amount equal to such debit balance together with Suntek's cost of funding such amount as notified to the Client by Suntek up to the date of actual receipt of full payment by Suntek (after as well as before any judgment).
- 14.10.6 Suntek may effect such currency conversions as are necessary for this Clause in each case at the spot rate of exchange (as determined by Suntek in its absolute discretion) prevailing in the relevant foreign exchange market (as determined by Suntek in its absolute discretion) on the relevant date.
- 14.10.7 If there is any cash or Securities standing to the credit of the Account upon any termination of this Agreement and/or closure of the Account, the Client agrees to give Instructions to Suntek with respect to the withdrawal of such cash and/or Securities within seven (7) days of such termination and/or closure. Otherwise, Suntek will be entitled (but not obliged) to sell any Securities of the Client and return to the Client a cheque for the amount of the net proceeds of such sale plus the credit balance (if any) in the Account.
- 14.11 **English/Chinese Version:** The Client declared that the Client has been advised to read the English and/or the Chinese versions of this Agreement carefully, that the Client has done so, that the Client has been advised to seek independent legal advice and has had the opportunity to seek the same, that the contents of this Agreement have been fully explained to the client in a language of the Client's choice, that the Client understood them and the Client accepted and agreed to be bound thereby. If there is any inconsistency between the Chinese and English versions of this Agreement, the Client agreed that the English version shall prevail.
- 14.12 **Descriptive Headings:** The heading of each provision hereof is for descriptive purposes only. They shall not be deemed to modify, qualify or otherwise substitute for any of the rights or obligations set forth in each of the provisions thereof contained in this Agreement.
- 14.13 **Indemnification:** The Client agrees that Suntek and Suntek's directors, officers, employees and agents shall not be liable for any delay or failure to perform any of Suntek's obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which Suntek and Suntek's directors, officers, employees or agents do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes. The Client further agrees to indemnify Suntek and Suntek's officers, employees and agents on demand for any loss, cost, claim, liability or expense arising out of or in connection with any breach by the Client of the Client's obligations hereunder including any reasonable costs incurred by Suntek in collecting any debts due to Suntek or in connection with the closure of the Account.

15. RISK DISCLOSURE STATEMENT

- 15.1 **Risk of Securities Trading:** The price of Securities fluctuates, 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.
- 15.2 **Fluctuation in Prices:** The Client acknowledges and agrees that the price of Securities can and does fluctuate, and that any individual Security may experience upward or downward movements and may even become valueless. There is an inherent risk associated with the dealings of Securities and the Client is prepared and able to accept and tolerate such risk.
- 15.3 **Securities in Custody:** The Client acknowledges and agrees that there are risks in leaving Securities in the safe custody of Suntek, Suntek's nominee or agent; and that Suntek Suntek will not be responsible for any damage or loss arising in connection with such safe custody nor any act, default or negligence of any independent nominee, or other third

party(is) and the Client accepts that any Securities placed and pledged with any of them are at the Client's own risk.

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

If the Client uses Suntek's ETS via a third party platform, the Client understands that such third party platform may obtain his information and/or data. Owing to the technical limitation of third party platform, the Client may fail to gain access to his Account and/or give Instruction(s) when entering into Suntek's ETS via the third party platform. Under this circumstance, the Client agrees to accept full responsibilities for failure to gain access to his Account and/or give Instruction(s) via the third party platform. The Client further agrees that Suntek shall not be responsible for any liabilities, losses, claims, damages, costs, expenses and/or delays that may thereby be suffered or incurred by the Client arising from accessing to Suntek's ETS via a third party platform.

The Client acknowledged and agreed that when the Client uses Suntek's ETS via a third party platform, due to the constraints of third party platform, relevant commissions and expenses charged to the Account may be different from the Client who uses Suntek's ETS without via a third party platform. The Client agreed that Suntek shall not be responsible for those differences. At the same time, the Client agreed to relinquish his right on claims on those differences as well.

- 15.5 **Risk of Trading GEM Stocks:** GEM stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any creditability to forecast future profitability. GEM stocks may be very volatile and illiquid. The Client acknowledges that the Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the website operated by the Exchange. GEM companies are usually not required to issue paid announcements in gazetted newspapers. The Client acknowledges that the Client should seek independent professional advice if the Client should be uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.
- 15.6 **Risk of Trading Nasdaq-Amex Securities at the Exchange:** The Securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. The Client should consult Suntek and/or an independent Professional Advisor and become familiarized with the PP before trading in the PP Securities. The Client should be aware that the PP Securities are not regulated as a primary or secondary listing on the Main Board or GEM of the Exchange.
- 15.7 **Risks of Client Assets received or held outside Hong Kong:** The Client acknowledges and agrees that the client assets received or held by Suntek outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, the Client's assets may not enjoy the same protection as that conferred on the Client's assets received or held in Hong Kong.
- 15.8 **Risk of Trading Hong Kong Listed Derivative Warrants ("DW"):**
- 15.8.1 **Issuer Default Risk:** In the event that a DW issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claim to any assets held by the issuer. Clients should therefore pay close attention to the financial strength and credit worthiness of DW issuers.
- 15.8.2 **Uncollateralised Product Risk:** Uncollateralised DWs are not asset backed. In the event of issuer bankruptcy, Clients can lose their entire investment. Clients should read the listing documents to determine if a product is uncollateralised.
- 15.8.3 **Gearing Risk:** DWs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Clients should be aware that the value of a DW may fall to zero resulting in a total loss of the initial investment.
- 15.8.4 **Expiry Considerations:** DWs have an expiry date after which the issue may become worthless. Clients should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their

trading strategy.

- 15.8.5 **Extraordinary Price Movements:** The price of a DW may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.
- 15.8.6 **Foreign Exchange Risk:** Clients trading DWs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value and thereby also affect the DW price.
- 15.8.7 **Liquidity Risk:** The Exchange requires all DW issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, Clients may not be able to buy or sell the product until a new liquidator provider has been assigned.
- 15.8.8 **Time Decay Risk:** All things being equal, the value of a DW will decay over time as it approaches its expiry date. DWs should therefore not be viewed as long term investments.
- 15.8.9 **Volatility Risk:** Prices of DWs can increase or decrease in line with the implied volatility of underlying asset price. Clients should be aware of the underlying asset volatility.

15.9 Risk of Trading Callable Bull/Bear Contracts (“CBBC”):

- 15.9.1 **Issuer Default Risk:** In the event that a CBBC issuer becomes insolvent and defaults on their listed Securities, Clients will be considered as unsecured creditors and will have no preferential claim to any assets held by the issuer. Clients should therefore pay close attention to the financial strength and credit worthiness of CBBC issuers.
- 15.9.2 **Uncollateralised Product Risk:** Uncollateralised CBBCs are not asset backed. In the event of issuer bankruptcy, Clients can lose their entire investment. Clients should read the listing documents to determine if a product is uncollateralised.
- 15.9.3 **Gearing Risk:** CBBCs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Clients should be aware that the value of a CBBC may fall to zero resulting in a total loss of the initial investment.
- 15.9.4 **Expiry Considerations:** CBBCs have an expiry date after which the issue may become worthless. Clients should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.
- 15.9.5 **Extraordinary Price Movements:** The price of a CBBC may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.
- 15.9.6 **Foreign Exchange Risk:** Clients trading CBBCs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value and thereby also affect the CBBC price.
- 15.9.7 **Liquidity Risk:** The Exchange requires all CBBC issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, Clients may not be able to buy or sell the product until a new liquidator provider has been assigned.
- 15.9.8 **Mandatory Call Risk:** Clients trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. Clients will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Clients should also note that the residual value can be zero.
- 15.9.9 **Funding Costs:** The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs will be. In the event that a CBBC is called, Clients will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

15.10 Risk of Trading Exchange Traded Funds (“ETF”):

- 15.10.1 **Market Risk:** ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Clients must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.
- 15.10.2 **Tracking Errors:** Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below).
- 15.10.3 **Trading At Discount Or Premium:** An ETF may be traded at a discount or premium to its net asset value. This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.
- 15.10.4 **Foreign Exchange Risk:** Clients trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value and thereby also affect the ETF price.
- 15.10.5 **Liquidity Risk:** Securities market makers are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more securities market makers, there is no assurance that active trading will be maintained. In the event that the securities market makers default or cease to fulfill their role, Clients may not be able to buy or sell the product.
- 15.10.6 **Counterparty Risk involved in ETFs with Different Replication Strategies**
- (a) **Full Replication and Representative Sampling Strategies:** An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.
- (b) **Synthetic Replication Strategies:** ETFs utilizing a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:
- (i) **Swap-based ETFs**
- Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.
 - Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.
- (ii) **Derivative Embedded ETFs**
- ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.
 - Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honor their contractual commitments.
- Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

15.11 Risk of Trading Equity Linked Instruments (“ELI”):

ELI are structured products which can be listed on the Exchange under Chapter 15A of the Listing Rules. They are

marketed to retail and institutional clients who want to earn a higher interest rate than the rate on an ordinary time deposit and accept the risk of repayment in the form of the underlying shares or losing some or all of their investment. When a Client purchases an ELI, the Client is indirectly writing an option on the underlying shares. If the market moves as the Client expected, he earns a fixed return from his investment which is derived mainly from the premium received on writing the option. If the market moves against the Client's view, he may lose some or all of his investment or receive shares worth less than the initial investment.

- 15.11.1 **Exposure to Equity Market:** Clients are exposed to price movements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. Clients must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.
- 15.11.2 **Possibilities of Losing Investment:** Clients may lose part or all of their investment if the price of the underlying security moves against their investment view.
- 15.11.3 **Price Adjustment:** Clients should note that any dividend payment on the underlying security may affect its price and the payback of the ELI at expiry due to ex-dividend pricing. Clients should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.
- 15.11.4 **Interest Rates:** While most ELIs offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential yield of the ELI.
- 15.11.5 **Potential Yield:** Clients should consult Suntek on fees and charges related to the purchase and sale of ELI and payment/delivery at expiry. The potential yields disseminated by the Exchange have not taken fees and charges into consideration.

15.12 Risk of Trading Bonds

- 15.12.1 **Issuer Default Risk:** There is a risk that the issuer may fail to pay Clients the interest or principal as scheduled.
- 15.12.2 **Interest Rate Risk:** When the interest rate rises, the price of a fixed rate bond will normally drop. If Clients want to sell their bond before it matures, they may get less than their purchase price.
- 15.12.3 **Foreign Exchange Risk:** Clients trading bond denominated in a foreign currency face an exchange rate risk. Any fall in the foreign currency will reduce the amount Clients receive when they convert a payment of interest or principal back into the local currency.
- 15.12.4 **Liquidity Risk:** Clients may need to sell the bonds before maturity when they have an urgent cash-flow need or use the capital for other investments. However, Clients may not achieve this if the liquidity of the secondary bond market is low.
- 15.12.5 **Reinvestment Risk:** If Clients hold a callable bond, when the interest rate goes down, the issuer may redeem the bond before maturity. If this happens, Clients have to re-invest the proceeds, the yields on other bonds in the market will generally be less favorable.
- 15.12.6 **Equity Risk:** If the bond is "convertible" or "exchangeable", Clients also face equity risk associated with stocks. A fall in the stock price will usually make the bond price fall.

15.13 Risk of Trading Unit Trusts and Mutual Funds ("Funds")

The price of Funds would fluctuate and may even become valueless. Past performance is not an indication of future performance.

Different types of Funds carry different risks. It is crucial to understand the specific terms and risks mentioned in the relevant offering documents (such as Prospectus, Product key Fact and Fact Sheet) before investing. Key risks include, but are not limited to:

- 15.13.1 **Credit Risk:** This risk usually applied to all fixed income (i.e. bonds) and money market instruments. Bonds are subject to the risk of the issuer defaulting on its obligations, i.e. an issuer fails to make principal and interest payments when due. Credit ratings assigned by credit rating agencies do not guarantee the creditworthiness of the issuer.
- 15.13.2 **Liquidity Risk:** This risk exists when a particular instrument of a Fund is difficult to purchase or sell. Securities (including bonds, etc.) not listed or rated may take longer or may even be impossible to dispose of in the market resulting in a higher liquidity risk. With these risks, investors may incur significant costs or

losses.

15.13.3 **Interest Rate Risk:** If the product invested in bonds, it is more susceptible to fluctuations in interest rates and generally prices of bonds will fall when interest rates rise. The price of Funds investing in bonds may fall.

15.13.4 **Market Risk:** The value of investments may fluctuate due to changing political, legal, economic conditions and changes in interest rates. This is common to all markets and asset classes. The Client's return may be substantially less than the initial investment.

15.14 **Risk of Providing Authority to Hold Mail or to Direct Mail to Third Parties:** If the Client provides Suntek with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the client account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

15.15 **Instructions Outside Hong Kong:** If the Client gives any Instruction to Suntek when he is outside Hong Kong, the Client agrees to ensure and represent that such Instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which the Client's Instruction is given, and the Client further agrees that the Client shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect to any Instruction given outside Hong Kong, and the Client agrees to pay such taxes or charges as applicable.

15.16 **Acknowledgment of the Risk Disclosure Statements:** Suntek's licensed representative has invited the Client to read this Risk Disclosure Statement, ask questions and take independent advice (if the Client wishes). The Client has fully understood this Risk Disclosure Statements.

16. CLIENT IDENTITY

16.1 **Assistance to Regulators:** If, in respect of any Transaction effected or to be effected by Suntek for the Client pursuant to this Agreement, the Client is acting as agent and the Client is for any reason prevented from disclosing or providing to Suntek client identity information in respect of the ultimate beneficiary owner in respect of that Transaction, the Client undertakes to provide such client identity information to the regulators directly within two (2) Business Days (or such shorter period as the regulators may reasonably specify) of receipt of a written or verbal request either from Suntek or from the regulators.

16.2 **Disclosure of Beneficiaries:** If, in respect of any Transaction effected or to be effected by Suntek for the Client pursuant to this Agreement, the Client is acting as investment manager of any investment scheme, discretionary account or discretionary trust (or any other person) and the Client's discretion is overridden by one or more of the beneficiaries of such scheme, account or trust (or such other person), the Client undertakes to (a) inform Suntek of such arrangement; and (b) provide Suntek with client identity information in respect of the ultimate beneficiary owner or such other person whose Instructions have overridden the Client's discretion. If for any reason the Client is prevented from disclosing or providing such client identity information to Suntek, the Client undertakes to provide such client identity information to the regulators directly within two (2) Business Days (or such shorter period as the regulators may reasonably specify) of the receipt of a written or verbal request either from Suntek or from the regulators.

16.3 **Disclosure where Beneficiaries are Intermediaries:** If, in respect of any Transaction effected or to be effected by Suntek for the Client pursuant to this Agreement, the Client is acting as an intermediary and is not the person or entity (legal or otherwise) ultimately responsible for originating the Instruction or the person or entity (legal or otherwise) that stands to gain its commercial or economic benefit and/or bear its commercial or economic risk. The Client hereby undertakes and agrees to provide information on the identity, address, contact and other details of such person or entity to Suntek before giving the Instruction to Suntek. The Client also undertakes and agrees to provide such information directly to the relevant exchanges, government agencies or regulators within two (2) Business Days upon receipt of written request from Suntek.

16.4 **Material Change to the Information:** The Client undertakes to supply to Suntek on demand at any time or times such client identity information, financial and other information about the Client (including, without limitation, the identities of the persons ultimately beneficially interested in the Account and/or any trading contract executed on the Account) as Suntek may request. Each of the Client and Suntek agrees to notify the other in the event of any material change to the information provided in or in connection with this Agreement.

16.5 **Survivability:** The Client further confirms that the Client's obligations under this Clause will continue after the termination of this Agreement.

17. AEOI COMPLIANCE

17.1 **Disclosure, Consent and Waiver:** Under the standard of AEOI, financial institutions like Suntek are required to identify financial accounts held by tax residents of reportable jurisdictions or held by passive non-financial entities whose controlling persons are tax residents of reportable jurisdiction in accordance with due diligence procedures. Required information of these accounts has to be collected and furnished to relevant government agencies. Such client information (e.g. full name, address, tax identification number (“TIN”), date of birth, account number, account balance or account value as of the end of calendar year) will be exchanged on an annual basis. Clients will be requested to provide self-certifications on their personal information, so as to enable Suntek to identify the reportable accounts. Therefore, Clients shall provide to Suntek, Suntek Group, their agents or service providers, upon request, any documentation or other information regarding the Client and its beneficial owners that Suntek, Suntek Group, their agents or service providers may require from time to time in connection with their obligations under, and compliance with, applicable laws and regulations including, but not limited to, AEOI. The Client hereby agrees and consents that Suntek, Suntek Group and their agents and service providers may collect, store and process information obtained from the Client or otherwise in connection with this Agreement and/or the Client’s transactions for the purposes of complying with AEOI and/or other applicable law, including disclosures between Suntek and any of them and to the governmental authorities of the United States of America, Hong Kong, PRC and/or other jurisdictions. To the extent permitted by law, Client hereby waives any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent compliance by Suntek, Suntek Group and their agents and service providers with AEOI and/or other applicable law. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. The Client shall ensure that, before the Client or anyone on its behalf discloses information relating to any third party to Suntek, Suntek Group or their agents or service providers in connection with this Agreement or the Client’s transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow Suntek, Suntek Group and their agents and service providers to collect, store, process and disclose his, her or its information as described in this clause.

17.2 Provision of Information:

- (a) The Client shall upon request by Suntek confirm to Suntek (i) whether the Client is a person who is entitled to receive payments free from any deduction or withholding as required by AEOI (the “AEOI Exempt Person”); and (ii) supply to Suntek such forms, documentation and other information relating to the Client’s status under AEOI (including its applicable passthru rate or other information required under the U.S. Treasury Regulations or other official guidance including intergovernmental agreements) as VCL reasonably requests for the purposes of that Suntek’s compliance with AEOI (and the compliance of any of Suntek Group).
- (b) If the Client confirm to Suntek pursuant to the above that the Client is a AEOI Exempt Party and the Client subsequently becomes aware that the Client is not, or has ceased to be a AEOI Exempt Party, the Client shall notify Suntek as soon as reasonably practicable.
- (c) If the Client fails to confirm its status, or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for avoidance of doubt, where paragraph (b) above applies), then:
 - (i) If the Client failed to confirm whether the Client is (and/or remains) a AEOI Exempt Party then the Client will be treated as if the Client is not a AEOI Exempt Party; and
 - (ii) If the Client failed to confirm its applicable passthru rate then the Client will be treated as if its applicable passthru rate is 100%, until such time as the Client provides Suntek the requested confirmation, forms, documentation or other information.

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

PERSONAL INFORMATION COLLECTION STATEMENT

This Personal Information Collection Statement (“**Statement**”) is provided to the Client of Suntek in accordance with the requirements of the Personal Data (Privacy) Ordinance of Hong Kong. Terms defined in this Statement have the same meaning as in the Client Agreement.

1. DISCLOSURE OBLIGATION

- 1.1 From time to time, it is necessary for the Client to supply Suntek with data in connection with the opening or continuing of the Account, provision of stock broking services, nominee and investment advisory services or other products or services offered by or through Suntek or any member of the Suntek Group. At the same time, some of the data are collected pursuant to any applicable laws binding on Suntek or any member of the Suntek Group.
- 1.2 Failure to supply such data may result in Suntek being unable to open or continue accounts, provide securities brokerage, nominee and investment advisory services or any products or services offered by Suntek or any member of the Suntek Group.
- 1.3 It is also the case that data are collected from the Client in the ordinary course of the commencement or continuation of the business relationship. Information about the Client may also be collected when the Client uses Suntek’s website, platform, APP or when the Client applies for or uses other services offered by Suntek or any member of the Suntek Group.
- 1.4 This statement may be revised, amended or updated from time to time by Suntek and is an integral part of all contracts, agreements and other binding arrangements with the Client enter into with Suntek.
- 1.5 If there is any inconsistency between the Chinese and English versions of this Statement, the Client agreed that the English version shall prevail.

2. USE OF PERSONAL DATA

2.1 Users

Personal data held by Suntek relating to the Client, the Client’s agent(s) or the Client’s guarantor(s) (if any) may be used for the purposes of the maintenance and operation of the Account in accordance with relevant Agreement(s), distribution of research report, enforcement against counterparty, risk assessment, compliance with regulatory requirements of “Know Your Client” and to carry out due diligence to assess the Client’s investment suitability and for any other directly related purposes and will be kept confidential, but Suntek may provide such information to:-

- (a) Any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, printing or other services to Suntek in connection with the operation of its business;
- (b) Any other companies of Suntek or any member in the Suntek Group;
- (c) Any other person under a duty of confidentiality to Suntek including a company of Suntek which has undertaken to keep such information confidential;
- (d) Any financial institution with which the Client has or proposes to have dealings;
- (e) Any actual or proposed assignee of Suntek or participant or sub-participant or transferee of Suntek’s rights in respect of Suntek;
- (f) Any person when we are compelled to make disclosure under the requirements of any law binding on Suntek or any member in the Suntek Group;
- (g) Any person with the Client’s express or implied consent;
- (h) Any person where our interests require disclosure;
- (i) Any person where the public interest requires disclosure;

- (j) Any person to conduct credit checks at the time of the account opening and at the time of regular or any reviews which can take place one or more times each year; and
 - (k) The SFC, the Exchange and any regulator, agency, authority or person (where applicable) in compliance with their requirements or requests for information or any applicable laws.
4. Nothing in this Statement shall limit the rights of the Client under the Personal Data (Privacy) Ordinance of Hong Kong.

3. PURPOSES

3.1 The purposes for which data relating to a Client may be used are as follows:

- (a) The daily operation of the services and credit facilities provided to the Client;
- (b) Conducting credit checks;
- (c) Assisting other financial institutions to conduct credit checks;
- (d) Ensuring ongoing credit worthiness of the Client;
- (e) Designing financial services and related products for the Client's use;
- (f) Marketing financial services or related products;
- (g) Determining the amount of indebtedness owed to or by the Client;
- (h) Collection of amount outstanding from the Client and those providing security for the Client's obligation;
- (i) Meeting the requirement to make disclosure under the requirements of any applicable laws binding on Suntek or any member in the Suntek Group;
- (j) Complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Suntek and/or other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or any other activities; and
- (k) All other purposes ancillary or relating thereto and such other purposes to which the Client may from time to time agree.

3.2 In the course of performing other duties, VCL may, as permitted by law, match, compare, transfer or exchange any personal data provided by the Client with data held, or hereafter obtained, for these or any other purposes by VCL, government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purpose of verifying those data.

4. USE OF DATA IN DIRECT MARKETING

4.1 Suntek intends to use the Client's personal data (including, without limit, name, residential address, correspondence address, e-mail address, telephone number, financial background as well as demographic and statistical data of the Client) for direct marketing purposes, or transfer such personal data to any member of Suntek's group of company and/or Suntek's affiliates for direct marketing purposes. Direct marketing will include, without limit, regular sending to the Client e-mail alerts, announcements, updates, festive greetings and/or invitations to events. The purpose of these communications is to keep you the Client up to date with financial and investment information and other areas of interest, and to market to the Client Suntek's investment products and services. Suntek keeps personal data confidential of the Client. Suntek hopes that the Client wants to receive these types of communications from Suntek as Suntek believes that the Client will find them useful and informative.

4.2 If the Client wishes or does not wish Suntek to use and/or transfer the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-in or opt-out.

5. RIGHTS OF ACCESS AND CORRECTION

- 5.1 Under and in accordance with the terms of the Personal Data (Privacy) Ordinance of Hong Kong, any individual:
- (a) Has the right to check whether Suntek holds data about him and the right of access to such data;
 - (b) Has the right to require Suntek to correct any data relating to him which is inaccurate; and
 - (c) Has the right to ascertain Suntek's policies and practices in relation to data and to be informed of the kind of personal data held by Suntek.
- 5.2 In accordance with the terms of the Personal Data (Privacy) Ordinance, Suntek has the right to charge a reasonable fee for the processing of any data access request.

6. NOTICE OF CONTACT PERSON TO REQUEST ACCESS OR CORRECTION

- 6.1 The Client has the right to request a copy of such personal data and may request the correction of the personal data (if applicable). Any such request must be made in accordance with the terms of the Personal Data (Privacy) Ordinance and shall be addressed to:

Data Protection Officer
Suntek Financial Investment Company Limited
Room E, 24/F, China Overseas Building, 139 Hennessy Road, Wanchai, Hong Kong
E-mail: info@stf.com.hk