## ONLINE TRADING AGREEMENT

### 1. Definitions

"Online Stock Trading Service" ("SERVICE") means the online trading service and facility provided by Lei Shing Hong Securities Limited ("LSHS") under this Agreement which enables the client to trade securities through LSHS and give electronic instructions to purchase, sell and otherwise deal with securities through the client's securities trading account maintained with LSHS.

"Instruction" means any instruction given through the SERVICE for the buying or selling of or otherwise dealing in any securities in the securities trading account(s).

### 2. Acknowledgement of the Terms & Conditions

Once you login to the SERVICE Website, you will be deemed to have read and accepted the following Terms and Conditions ("Terms and Conditions"). If you do not accept to be bound by these Terms and Conditions, you must not login to the SERVICE. LSHS reserves the absolute right, at its sole discretion, to change, modify or add to these Terms and Conditions, at any time, without prior notice to you.

### 3. Grant of access

In order to access the SERVICE, you shall login by using your login name and your password. Access to and use of the SERVICE will be granted to you in accordance with these Terms and Conditions.

# 4. Rights to suspend Service etc

LSHS reserves the rights to change, discontinue or suspend temporarily or permanently, the SERVICE (or any part thereof) at any time with or without notice.

## 5. Proper use of Password

You acknowledge that your login password is confidential and shall not be disclosed or caused it to be disclosed to any person under any circumstances. You shall take all necessary precautions to maintain the confidentiality of your password. You hereby agree and acknowledge that the use of the SERVICE by any person (whether authorized by you or not) with your password shall constitute and be deemed the access to and the use of the SERVICE by you.

You shall notify LSHS immediately of any actual or possible unauthorized use of your password and the SERVICE and shall confirm the same in writing without delay to LSHS.

#### 6. Conduct on the use of the SERVICE

You must not restrict or inhibit any other users from using the SERVICE.

### 7. Alternate method of communication

You acknowledge that LSHS offers you two ways of communication with LSHS either through the SERVICE or by telephone. You agree that should you experience any problems in reaching LSHS through the SERVICE you will use the alternative method to communicate with LSHS and inform LSHS of the difficulty you are experiencing.

### 8. Fees & Charges

There is presently no subscription fee/charge (either monthly or annually) for using the SERVICE. However, LSHS reserves the right to impose subscription fees/charges in the future.

## 9. Rebate from Third Party

You agree that LSHS may accept from any other third party engaged in any transaction or providing any services in respect of the SERVICE any rebate or allowance of any fee, brokerage or commission or the likes payable in respect thereof and LSHS shall be entitled to retain any profit or other benefit arising by way of fees, brokerage, commissions, rebate, perquisites, or otherwise obtained or received by them in connection with or arising whether directly or indirectly from the SERVICE.

### 10. Instructions

You shall submit Instructions to LSHS through the SERVICE provided by LSHS and LSHS shall so far as it considers reasonably practicable sell and / or purchase securities in accordance with those Instructions as received, provided always that LSHS shall have an absolute discretion to accept or reject any Instructions.

You understand and acknowledge that LSHS's records on Instructions actually received and responses actually sent shall be binding, final and conclusive unless and until the contrary is judicially established.

You understand and acknowledge that it is your responsibility to take initiative to contact LSHS through your respective account executive or the Online Stock Trading hotline or any other means to check the status of any Instructions given through the SERVICE.

### 11. Accuracy and reliability

LSHS endeavours to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy or reliability and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies, omission or delays in providing the SERVICE. LSHS endeavours to ensure the timely delivery of your Instructions transmitted through the SERVICE, but does not guarantee timeliness of the SERVICE. You acknowledge that internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond

LSHS's control. You acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of your Instructions resulting in delays in the execution of your Instructions and/or the execution of your Instructions at prices different from those prevailing at the time your Instructions were given. You further acknowledge and agree that there are risks of misunderstanding or errors in any communication, and that such risks shall be absolutely borne by you.

### 12. Liability and warranty disclaimer

LSHS assumes no responsibility for any market data transmitted through the SERVICE, makes no representation as to their accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or as a result of any reliance upon any of the market data transmitted through the SERVICE. You acknowledge that any reliance upon any part of the SERVICE shall be at your sole risk. You further acknowledge that use of the SERVICE is provided "AS IS, AS AVAILABLE" without any warranty of any kind including, without limitation, any warranty with respect to the timeliness, quality, performance or functionality of the SERVICE or with respect to the quality or accuracy of any information obtained from or available through use of the SERVICE or that the SERVICE will be uninterrupted due to whatever causes or reasons. Under no circumstances whatsoever shall LSHS be liable (whether in tort or contract or otherwise) for any loss (whether direct or indirect) whatsoever arising from the use of the SERVICE.

LSHS assumes no responsibility for the transactions made through the SERVICE. By logging in the SERVICE using your password, you are fully responsible for the transactions executed pursuant to your requests or orders, their modification or cancellation, whether in respect of securities, tender instructions or Electronic Initial Public Application ("EIPO") share subscription arrangements. LSHS is not liable for any loss or damage caused by mishandling, negligent or unauthorized use of your password in accessing the SERVICE.

### 13. Intellectual Property Rights

You hereby acknowledge that all the contents of the web pages for the SERVICE and the information are proprietary to LSHS and the copyright in them belongs to LSHS. They are for your own use, and the information may not be copied, manipulated, republished, redistributed, disseminated or offered for sale to third parties in any form by any means without LSHS's prior written consent. You shall forthwith notify LSHS in writing of any action that would infringe LSHS's intellectual property rights. No part of any of the web pages for the SERVICE may be copied, photocopied, or duplicated in any form, by any means, or redistributed without LSHS's prior written consent.

You acknowledge that the web pages for the SERVICE and the related software are proprietary to LSHS. You must not tamper with, modify, decompile, reverse engineer or otherwise alter the web pages for the SERVICE and you must not try to gain unauthorized access to any part of the web pages for the SERVICE or any of the related software. LSHS is entitled to deny your access to the SERVICE if you perform any of the above acts, or if LSHS at any time reasonably suspects that you have performed or attempted to perform any of them.

#### 14. Links to other websites

You understand that the links to other websites provided in the web pages for the SERVICE are for convenience only. There is no expressed or implied endorsement on the part of LSHS of any third parties service/information in relation to these links. LSHS will not be liable for the accuracy and quality of the contents delivered through these links.

Your information including personal data, if any, given by you through the use of the SERVICE and held by LSHS will be kept confidential. However by logging in the SERVICE, you are deemed to have authorized LSHS to provide it to the persons with whom LSHS deals in the course of providing the SERVICE. The information may be transferred to and used by LSHS's holding company, subsidiaries, associates and affiliates for the purpose of providing the SERVICE to you. LSHS may also provide the information to any regulatory body including the Securities and Futures Commission.

#### 15. Indemnification

You agree to defend, indemnify and hold LSHS, its holding company and subsidiaries, their employees, agents, officers, directors, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees), in connection with or arising out of your breach of the Terms and Conditions and/or your improper use of the SERVICE. LSHS may, if necessary, participate in the defense of any claim or action and any negotiations for settlement. No settlement that may adversely affect LSHS's rights or obligations shall be made without LSHS's prior written approval. LSHS reserves the right, at its own expense and on written notice to you, to assume exclusive defense and control of any claim or action to which you are a party.

You agree that LSHS and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any of LSHS's obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which LSHS, its directors, officers, employees or agents do not have absolute control, including but not limited to government restrictions, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, power supply problems, unanthorised access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

### 16. Termination

You agree that LSHS may, in its sole discretion, terminate or suspend your access to all or part of the SERVICE for any reason, including, without limitation, breach of these Terms and Conditions or any other conditions as prescribed by LSHS from time to time. LSHS will not be liable to you or any third party for any claims related to the termination of the SERVICE.

# 17. Governing Law

The validity, construction and performance of these Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region and the parties shall submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in event of dispute.

THE ONLINE STOCK TRADING SERVICE IS AVAILABLE TO YOU SUBJECT TO THE TERMS AND CONDITIONS ABOVE. PLEASE READ CAREFULLY BEFORE USING THE ONLINE STOCK TRADING SERVICE.

This document forms part of the Cash Client's Agreement in Plain Language.	
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Name of client in block letters	Authorised signature (for Corporate Account affixed
Date:	the company chop)