
Terms of Business

Jefferies Hong Kong Limited
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of Hong Kong under CE number ATS546
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Jefferies

1. PURPOSE AND BASIS OF THESE TERMS

- 1.1. These Terms of Business, together with any Appendices and the welcome letter (together referred to as the “**Terms**”) will apply to all Services which we may carry on with or for you from time to time.
- 1.2. These Terms are legally binding and constitute the entire agreement and understanding between you and us. These Terms supersede all previous agreements or understandings which shall cease to have any further force or effect.

2. DEFINITION AND CONSTRUCTION

- 2.1. For the purposes of these Terms, the definitions are set out at Appendix 1.
- 2.2. References to clauses are to the clauses of the Terms. Headings are included for convenience only and shall not affect the interpretation of the Terms.
- 2.3. Any reference in any documentation between you and us to an earlier version of these Terms shall, from the date of these Terms taking effect, be read as a reference to these Terms or relevant or corresponding part thereof.
- 2.4. References in the Terms to statutes and any other laws, rules or regulations shall be to such statutes, laws, rules or regulations as modified, amended, restated or replaced from time to time.

3. CAPACITY

- 3.1. We are licensed by the SFC to carry on Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities with CE number ATS546. Our registered address is at 26/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong. In Australia, we are exempt from the requirement to hold, and do not hold, an Australian Financial Services Licence under the Corporations Act 2001 of Australia in respect of the financial services it provides to wholesale clients.
- 3.2. You confirm that you are a “professional investor” as set out in Part A of Appendix 2 to these Terms. If you do not believe that you are a professional investor, please notify us in writing immediately. Unless and until you advise us to the contrary we shall assume this status is, and continues to be, correct.
- 3.3. If you are a professional investor falling within one of the categories of investors under paragraphs (a) to (i) of the definition of “professional investor” in Part A of Appendix 2 to these Terms, you shall be deemed to have provided your consent to your categorisation as a professional investor and these Terms by upon you undertaking a Transaction through us or any of our Affiliates.
- 3.4. If you are a professional investor falling within one of the categories of investors under paragraphs (j), (l), (m), (n) of the definition of “professional investor” in Part A of Appendix 2 to these Terms, you will be required to confirm the following by signing and returning to us the form at Appendix 6:
 - 3.4.1. you had read and understood these Terms;

- 3.4.2. you are a Corporate Professional Investor as set forth in sections 4, 6 and 7 of the Securities and Futures (Professional Investor) Rules in respect of which we have taken all necessary steps to be exempted from the requirements set out in paragraphs 15.4 and 15.5 of the Code of Conduct; and
- 3.4.3. you consent to be treated as a Corporate Professional Investor and to waive our compliance with the requirements set out in paragraphs 15.4 and 15.5 of the Code of Conduct.

4. SERVICES

- 4.1. Our Services may include but shall not be limited to:
 - 4.1.1. introducing you to our Affiliates for the purposes of opening one or more Account(s) with the relevant Affiliate;
 - 4.1.2. receiving and transmitting orders and other instructions from you to an Affiliate including instructions to an Affiliate for the execution, clearing, settlement and/or custody of Securities ("**Transactions**") effected by you for your Account; and
 - 4.1.3. such other services as we may in our discretion agree from time to time, including Electronic Trading Services.
- 4.2. The provision by us of the Services will be subject to the Terms and Applicable Laws.
- 4.3. We do not and will not provide you with investment, legal, tax or other advice ("**Advice**"). You should not construe anything contained in these Terms, or any information provided to you in the course of the provision of the Services, as constituting Advice. You acknowledge that you will seek your own independent Advice in relation to any instruction you give to us or any Transaction we effect on your behalf under these Terms. If we explain the terms of an investment or its performance characteristics this does not of itself amount to Advice on the merits of a Transaction or the investment, save to the extent clause 4.4 of these Terms applies or this clause is deemed inconsistent with Applicable Laws.
- 4.4. We may, if we agree and subject to clause 9 of Appendix 4 distribute to you Investment Research prepared by us or our Affiliates, but this does not, and should not be construed as, providing you with any personal recommendations or any Advice.
- 4.5. In providing the Services we may act as both your agent and the agent of an Affiliate to effect or arrange the execution of a Transaction.
- 4.6. We will not provide you with any DMA or Electronic Trading Services unless and until (i) our Electronic Trading Services onboarding team has conducted its assessment of your eligibility and concluded that you meet the requirements for receiving such DMA or Electronic Trading Services, and (ii) for DMA Services you have signed and returned to us the confirmation statement set out in Appendix 7.
- 4.7. If you are a "qualified investor" falling within the definition of section 19 of the Code of Conduct, we may route your orders to alternative liquidity pools operated by third-party providers at our discretion, taking into account factors such as price, liquidity access and market impact, unless you notify us in writing if you do not want your

orders routed through any particular or any alternative liquidity pools (“opt out”). Details of the alternative liquidity pools we use operated by third parties are available at <https://www.jefferies.com/FooterPages/1/1019>.

- 4.8. We do not expressly or impliedly warrant the result of the use of any Electronic Trading Services or that any or all failures, defects, or errors will be corrected, or that the Electronic Trading Services will meet your requirements.
- 4.9. In case of emergency, we may (without liability to you) halt, suspend, or terminate any Electronic Trading Service at our sole and absolute discretion and we will notify you of any such actions as soon as practicable afterward.
- 4.10. You warrant and undertake that you shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorised access to, any part of the Electronic Trading Services or any of the software comprised in it.

5. INTRODUCTION TO AFFILIATES AND BROKERAGE SERVICES

- 5.1. We may, pursuant to your instructions, introduce you to our Affiliates in order for you to establish and carry one or more Account(s) in your name, for the purposes of providing Brokerage Services. You shall become a client of the relevant Affiliate and you will be subject to the terms of business of the relevant Affiliate which will govern your relationship and Account with that Affiliate.
- 5.2. The Affiliate with whom the Account is carried will be responsible to you for the establishment and oversight of your Account(s), and the provision of the Brokerage Services in accordance with Applicable Laws (including, without limitation, anti-money laundering regulations) and the terms of business of that Affiliate. We will not be responsible or liable to you for the provision of Brokerage Services by our Affiliate(s) and our Services shall be limited to those described in clause 4. You acknowledge that you have no right of recourse against us in respect of any services provided by an Affiliate.
- 5.3. Account statements and confirmations will be provided to you by our Affiliate(s) with whom your Account is held. For the avoidance of doubt, we will not issue you with any Account statements and/or confirmations.
- 5.4. You should be aware that the regulatory regimes applying to any Affiliate will be different from that applying in Hong Kong including the varying levels and types of protections in respect of Transactions executed for you on different markets and exchanges.
- 5.5. Any cash for your Account will be held by the relevant Affiliate in accordance with the client money rules (if any) applicable to it in the jurisdiction in which it operates and we will not credit or debit any monies to any Account in respect of any Transactions effected by you. We will not hold any cash on your behalf nor will we hold or operate an Account for you and we will not hold any open positions in respect of any Transaction or money on your behalf.
- 5.6. Any margin required from you shall be payable to the relevant Affiliate with whom your Account is held. We will not, and are not required by Applicable Laws to, collect margin from you.

6. CLIENT ASSETS

- 6.1. We may hold client assets within the meaning of Schedule 1 to the SFO. If we do so, we will hold such client assets in accordance with the SFO and its subsidiary legislation.

7. ACTING AS INTERMEDIARY

- 7.1. Where you are an agent or otherwise acting on behalf of or for the benefit of any other person (the “Principal”) then, even if you disclose that fact and/or identify that person to us, we will (save to the extent provided in this clause below) treat you alone as our client for all purposes relating to these Terms, and (subject to Applicable Law) we shall not owe any contractual, regulatory or other obligations to the Principal.
- 7.2. You, as agent for your Principal and on your own behalf, retain full responsibility for making all investment decisions with respect to any Principal.
- 7.3. You undertake and warrant that if you are party to a Transaction entered into and executed pursuant to these Terms as agent for, or on behalf of, a Principal, then:
- 7.3.1. in doing so, you are expressly authorised by, or otherwise acting within the scope of the authority you have received from your Principal;
 - 7.3.2. your Principal is duly organised and validly existing under the laws of its jurisdiction of incorporation or organisation;
 - 7.3.3. your Principal has full power, authority and legal capacity to perform all obligations contemplated by these Terms;
 - 7.3.4. when performing the Transactions and activities contemplated by these Terms, you will procure that your Principal complies with all Applicable Law;
 - 7.3.5. any information which you provide or have provided to us in respect of your or your Principal’s financial position, domicile or other matters is accurate and not misleading in any material respect;
 - 7.3.6. you will procure the performance by your Principal of all obligations and liabilities arising under or by virtue of the Terms or any Transaction or other investment business carried out hereunder; and
 - 7.3.7. you are now and will be at all material times in the future in compliance with Applicable Laws concerning the detection of financial crime, prevention of terrorism and anti-money laundering.
- 7.4. Where you have notified us of the identity of Principal account to which an instruction relates, you will have no liability under these Terms in relation to the Transaction entered into pursuant to such instruction. In the event that you do not provide us with actual notice of the Principal account to which an instruction relates, you shall be liable to us as principal in relation to the Transaction entered into pursuant to such instruction.
- 7.5. You undertake, as agent for each Principal and on your own behalf, to notify us immediately if any two or more Principal accounts relate to the same Principal. We

shall, subject to these Terms, administer Principal accounts which we reasonably believe relate to two different Principals separately.

- 7.6. We shall in respect of each Principal be entitled to set off any amount at any time owing from the relevant Principal account on any account referable to that Principal against any amount owing by us to that Principal or standing to the credit of the relevant Principal on any account which is referable to that Principal and any security, guarantee or indemnity given to us by or in respect of the relevant Principal for any purpose shall extend to any amount owing from that Principal after the exercise of such right. Where we exercise any right of set-off, security or lien against a Principal of yours, we will only do so in respect of liabilities due to us by that Principal. We will not use the assets of your Principal in any way whatsoever to meet the liabilities due to us from a different Principal of yours.
- 7.7. Where you are acting as trustee of a trust, the value of any claims made against you as principal under these Terms shall be limited to the value of the net assets of the trust at the time of making the claim.
- 7.8. If any Principal of yours commits an Event of Default under clause 14, you undertake:
 - 7.8.1. promptly to disclose the address and identity of such Principal; and
 - 7.8.2. to take all reasonable steps to assist us in rectifying such failure including instituting legal proceedings against any underlying client of yours.

8. INSTRUCTIONS

- 8.1. You authorise us to rely and act upon, and treat as fully authorised and binding upon you, any instruction which purports to have been given and which is accepted by us in good faith as having been given by you or on your behalf, without further enquiry on our part as to the genuineness, authority or identity of the person giving or purporting to give such instruction and regardless of the circumstances prevailing at the time, and notwithstanding any communication you may have made or may make to us purporting to limit the persons from whom we may accept instructions, unless such limitations have been agreed in writing by us or have been expressly requested by us in writing. Notwithstanding the foregoing, we may require, and you shall provide, evidence of any such authority provided to any person acting, or purporting to act, for you or on your behalf. You will be responsible for and bound by all contracts, obligations, costs and expenses entered into or incurred by us on your behalf in consequence of or in connection with such instructions.
- 8.2. Any instruction is transmitted at your own risk in such manner as may be specified by us or agreed between you and us from time to time. We shall not be responsible or liable in any way for any loss, damage, cost or expense suffered by you on account of any instruction not being received by us (whether transmitted through an electronic system or not) or not being acted upon. For the avoidance of doubt, you shall not assume that an instruction has been acted upon until you receive the relevant trade confirmation from our Affiliate. Irrespective of the means of communication used by you for delivery of orders or instructions, we shall not be responsible for and you hereby discharge us from any liability for (i) any errors, ambiguity, inaccuracies, incomplete orders or instructions or any omissions in any instructions given by you; (ii) any delays in transmission or any systems or service unavailability; (iii) any risks associated with unauthorised interventions, or improper

or fraudulent use of such means of communication; and (iv) any other causes beyond our control.

- 8.3. Any instruction you give us shall be in accordance with all Applicable Laws and disclosure requirements of any relevant jurisdiction, exchange, market or regulatory authority which apply in respect of us, you or your investments from time to time.
- 8.4. We may at our absolute discretion refuse to accept or act in accordance with any instruction without being under any obligation to give any reason. If we decline an instruction we will (to the extent permitted by Applicable Law) take reasonable steps to notify you promptly.
- 8.5. We may at any time request an instruction to be confirmed in writing by you and for this purpose, we may elect that a facsimile confirmation shall not be regarded as sufficient to comply with such a request.
- 8.6. You shall promptly (and within any time limit imposed by us) give any instructions we may reasonably request from you in respect of any Services provided under these Terms. If you do not do so, we may in our sole discretion take any steps at your cost which we consider appropriate for our or for your protection.
- 8.7. To the extent permitted by Applicable Law and in order to comply with internal policies we may in our absolute discretion record telephone conversations with you and will normally record telephone, mobile phone or other mobile handheld electronic communications device based conversations between you and our employees who act in a trading or sales capacity. All instructions received by telephone shall be binding as if received in writing.
- 8.8. We shall use our reasonable endeavours to provide or ensure that our Affiliates or agent(s) provide you with “best execution” of an instruction for clients who are legitimately relying on us for execution in accordance with Applicable Laws. Our approach to providing “best execution” is set out in the [Jefferies Asia Order Execution Policy](#) posted on our website.

9. DISCLOSURES

- 9.1. Under Part XV of the SFO, shareholding interests are required to be disclosed under certain circumstances. Disclosure obligations may also arise under the legislation of other jurisdictions. We are not responsible for advising you or your affiliates on disclosure obligations generally or any disclosure obligation which may arise from any of your instructions or which has arisen as a result of any Transaction or holding or otherwise. Such disclosure obligations are entirely your and your affiliates' responsibility at all times. We shall not be liable for any loss, cost or expense from any failure or delay by you or your affiliates to disclose in accordance with any such disclosure obligation.

10. SHORT SELLING REQUIREMENTS

- 10.1. Certain jurisdictions have issued prohibitions and/or disclosure requirements relating to short selling (the “**Requirements**”). We are required to comply with all the Requirements, and we are not permitted to carry out, facilitate, or arrange any trade which breaches the Requirements.

- 10.2. In the event that we or any of our Affiliates effect on your behalf or enter into any Transaction with or for you which is subject to any of the Requirements, we will do so on the understanding that you are deemed to have represented to us, or, as appropriate, any of our Affiliates, that the execution of such a Transaction will not result in a breach of such Requirements.
- 10.3. If you enter an order subject to any Requirements on or through any electronic trading system, application or service provided by us, any of our Affiliates, you shall be deemed to have represented to us, or, as appropriate, an Affiliate, that such order:
 - 10.3.1. will not result in a breach of the Requirements; and
 - 10.3.2. will not cause us, or, as appropriate, any of our Affiliates, to make a disclosure under the Requirements.
- 10.4. In particular but without limiting the generality of the foregoing, when you place a short sale order for equity securities transactions on the Hong Kong Stock Exchange, you will inform us at the time of placing such order whether such order is a short selling order (as defined in section 1, Part 1 of Schedule 1 of the SFO). This shall include orders placed by oral or electronic means (including, without limitation, through Direct Market Access Services), or in writing or other means of transmission. In connection with any order that amounts to a short sale order, you are deemed to have represented to us, or, as appropriate, any of our Affiliates, such order amounts to a covered short sale order, and accordingly:
 - 10.4.1. you have a presently exercisable and unconditional right to vest the Securities to which the order relates in the purchaser of such Securities; and
 - 10.4.2. where the Securities to which the order relates have been borrowed to cover the sale, you have obtained confirmation from the lender(s) of such Securities that such lender(s) has / have such Securities available to lend to you.
- 10.5. You may only place a short sale order through FIX Protocol if you designate it as a short sale order by indicating "N" in tag 114 (Locate Required) in FIX message format. By indicating "N" in tag 114, you shall be deemed to have represented to us and warranted to us, or as appropriate an Affiliate the following:
 - 10.5.1. your order is a short sale order;
 - 10.5.2. you have a presently exercisable and unconditional right to vest the Securities to which the order relates in the purchaser of such Securities; and
 - 10.5.3. where the Securities to which the order relates have been borrowed to cover the sale, you have obtained confirmation from the lender(s) of such Securities that such lender(s) has / have such Securities available to lend to you.
- 10.6. We accept no responsibility for your failure to comply with any of the Requirements applicable to you.

11. FEES AND CHARGES

- 11.1. You will not be required to pay any direct fee to us in respect of the Services provided by us under these Terms. Our Affiliate(s) will charge you fees for the services they provide in accordance with their terms of business.
- 11.2. We may receive compensation, commissions, fees or other benefits from our Affiliate(s) in respect of the Services provided by us to you under these Terms. In the course of providing Services to you, we may also pay or share fees, commissions or other non-monetary benefits to or with any other person to the extent permitted by Applicable Law.

12. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant on a continuing basis that:

- 12.1. you have full power and authority to enter into these Terms, each Transaction and any other documentation relating thereto, and to perform your obligations thereunder and each Transaction;
- 12.2. if applicable, the execution, delivery and performance of these Terms have been duly authorised by all necessary internal actions;
- 12.3. you will be liable to us or our Affiliates (as applicable) in respect of all obligations and liabilities arising from Transactions effected on your instructions;
- 12.4. entering into these Terms or any Transaction contemplated hereunder will not violate or conflict with any Applicable Law, any provision or any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting you or any of your assets or oblige you to create any lien, security interest or encumbrance;
- 12.5. all governmental, regulatory and other consents that are required to have been obtained by you in relation to these Terms or any transaction contemplated hereunder have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- 12.6. you will comply with all Applicable Laws and disclosure requirements of any relevant jurisdiction, which apply in respect of us or any of our Affiliates, you or your investments from time to time;
- 12.7. you will promptly give (or procure to be given) to us such information and assistance as we may reasonably require to enable us to assist or achieve compliance with any of the obligations mentioned in these Terms in relation to the Services;
- 12.8. all investments to which these Terms apply are and will be so long as these Terms are in force, free from any impediment and are beneficially owned by you or the person or ultimate beneficiary on whose behalf you are acting directly or indirectly;
- 12.9. if you are a “qualified investor” and you have not opted out of the alternative liquidity pools, you will only place orders with us on behalf of qualified investors and you confirm that you have adequate processes in place to ensure that the person who is ultimately responsible for originating the instructions for the order is a qualified investor as defined in section 19 of the Code of Conduct.

- 12.10. you, or any individual placing orders with us on your behalf, are not in possession of or do not have access to any price sensitive or inside information or relevant information within the meaning of the SFO which would or may affect your ability to lawfully abide by these Terms or enter into any Transaction;
- 12.11. the information you have provided to us is complete, accurate and not misleading in any material respect and in the event of any change to the information you have provided to us, you will promptly notify us;
- 12.12. you confirm that you are not subject to any laws which may prohibit the performance of your obligations under this clause 12 or, if you are subject to such law, you or the Principal, as the case may be, have waived the benefit of such law or consented in writing to the performance of this clause 12, and that such waiver or consent is legal, valid and binding;
- 12.13. to the extent relevant, you confirm that you have procedures in place to obtain the Client Identity Information from your clients and you agree to provide such information directly to the Regulators in Hong Kong within the required timeframes;
- 12.14. you will notify us as soon as possible in the event of any material change to your name or address;
- 12.15. where you are treated by us as a professional investor, you will notify us if you believe that you are not or have ceased to be a professional investor; and
- 12.16. you have not relied upon any statement made by us in making any decision as regards any Transaction or investment under these Terms and have sought independent Advice where necessary.

13. LIABILITY AND INDEMNITY

- 13.1. We shall not (whether directly or indirectly) be liable for any default of the obligations, actions or omissions of any counterparty, bank, custodian, sub-custodian or other entity which holds money, investments or other documents of title on your behalf or with or through whom Transactions on your behalf are conducted.
- 13.2. We will not be liable for loss suffered by you in connection with the Services unless such loss directly arises from our gross negligence, wilful default or fraud.
- 13.3. You shall on demand indemnify and keep us, for ourselves and as trustee for each of our directors, officers, partners, employees and agents, and each of their respective heirs, successors and assigns (our "**Officers**") against any cost, taxes, expense, damage, loss or liability whatsoever which may be suffered or incurred by us or any of our Officers as a result of any transaction, action or step taken by us under these Terms (including the costs of enforcing the same) unless, and then only to the extent that, such cost, expense, damage, loss or liability is finally judicially determined to be fraudulent, in wilful default or grossly negligent on our part or on the part of any of our Officers. Notwithstanding the foregoing, nothing in these Terms shall exclude or restrict:
 - 13.3.1. any obligation that we or any of our Officers have under Applicable Law in relation to you; and

13.3.2. any liability which we or any of our Officers may incur under Applicable Law in respect of a breach of any such obligation.

- 13.4. Neither we nor any of our Officers shall be liable for any loss arising from any act or omission of any of our Affiliates, any agent or third party who performs Services pursuant to these Terms except to the extent that such loss is caused by the wilful default, fraud or gross negligence in the selection of such persons on the part of us or our Officers.
- 13.5. In no event shall we or any of our Officers be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for indirect, consequential or special damages, howsoever arising, whether or not advised of the possibility of such loss or damages.
- 13.6. We shall not be liable for any Account or for the management of your Transactions, and we will not inform you of any potential losses in respect of your Transactions resulting from changes in market conditions, or the value of your Transactions or of any circumstances that might prejudice or otherwise impair the value of such transactions.

14. EVENTS OF DEFAULT

If:

- 14.1. you fail to make any payment due to us or to deliver any securities due to us (or agents used by us) or to perform any other obligation owed to us;
- 14.2. any representation or warranty you make to us proves false or misleading either under these Terms or under any other agreement between you and us;
- 14.3. you fail to comply with any Applicable Law;
- 14.4. you become unable to pay your debts as they fall due or become insolvent or bankrupt or become the subject of any insolvency, bankruptcy or administration proceedings (under any Applicable Law);
- 14.5. a winding-up resolution is passed or a winding-up or administration order is made in respect of you or a receiver, liquidator, administrator or similar official is appointed in respect of you or any of your property (under any Applicable Law); or
- 14.6. you commit a material breach of these Terms,

each an “**Event of Default**”, we shall be entitled, without prior notice to you, to take any or all of the following actions:

- 14.7. terminate these Terms with immediate effect and, in our sole discretion, treat any or all outstanding instructions and Transactions between you and us or our Affiliates as having been cancelled or terminated;
- 14.8. take, or refrain from taking, such other action at such time or times and in such manner as directed by our Affiliate at its sole discretion.

15. TERMINATION

- 15.1. Without prejudice to anything contained in clause 14 these Terms may be terminated by either you or us at any time upon either party giving to the other written notice of

termination (to take effect immediately upon receipt or as otherwise specified in the notice or by Applicable Law).

15.2. Termination of these Terms pursuant to clause 15.1 shall be:

15.2.1. without prejudice to the completion of any Transaction or Transactions already initiated and any Transaction or all Transactions outstanding at the time of termination will be settled and delivery made; and

15.2.2. without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination (including, without limitation, this clause, and clauses 11, 13, 16 and 22).

16. CONFIDENTIALITY

16.1. We shall be under no duty to disclose to you any information in making any decision or taking any action in connection with the provision of the Services, or to take into account any information or other matters which come to our notice or the notice of any of our Officers:

16.1.1. where this would, or we reasonably believe that it would, be a breach of any duty of fidelity or confidence to any other person; or

16.1.2. which comes to the notice of one of our Officers, but does not come to the actual notice of any individual providing you with the Service or Brokerage Service in question.

16.2. We and you will at all times treat as strictly confidential and shall not disclose to a third party any information of a confidential nature received or obtained in connection with the Terms or the Services, except for information which either of us is bound to disclose under Applicable Law or to our respective professional advisers or, in our case, where disclosure to a third party such as an intermediary or clearing house is necessary in order to facilitate the proper performance of the Services.

17. ASSIGNMENT AND AMENDMENT

17.1. The obligations under these Terms bind, and the rights will be enforceable by, the parties to these Terms and their respective successors, permitted assigns and personal representatives.

17.2. Subject to clause 17.3 below, neither you nor us may novate or assign any of your or our respective rights and/or obligations under these Terms, any corresponding Transaction or any contract without the prior written consent of the other.

17.3. You hereby give your consent to us causing, at any time, all or any part of our rights and/or obligations under these Terms to be transferred to any of our Affiliates (each a “**Transferee**”) by delivering to you a substitution notice. Such transfer shall be without prejudice to any outstanding rights between you and us. Upon delivery of a substitution notice to you:

17.3.1. your rights and obligations under these Terms will remain the same but you will be bound to the Transferee in place of us; and

17.3.2. we will be released from our obligations to you in so far as these are assumed by the Transferee under this clause.

- 17.4. To the extent required by, or consequential to, any such transfer you agree to enter into further documentation and/or particular terms as we or any Transferee may reasonably require solely in order to make or facilitate the action envisaged in clause 17.3 above and to enter into such new arrangement with you concerning the services under these Terms.
- 17.5. Any amendment to these Terms shall take effect on such date as we shall specify (being not less than ten days after the notification of the change unless it is impracticable to do so).
- 17.6. We will notify you of any material changes to our Terms by posting updated versions of the applicable documents on www.jefferies.com unless otherwise required by Applicable Law.

18. COMPLAINTS

- 18.1. If you have a complaint about us, you should raise it in the first instance with your usual Jefferies contact. If you are not satisfied with the response of your usual contact (or if you prefer not to raise the matter with such person) you may communicate with our compliance officer directly in connection with your complaint at Hong Kong Compliance Department, Jefferies Hong Kong Limited, 26/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong or by email to compliance_asia@jefferies.com.

19. NOTICES, INSTRUCTIONS AND OTHER COMMUNICATIONS

- 19.1. All correspondence, notices, certificates and statements of account (“**Notices**”) may be provided to you by whatever means unless otherwise required by Applicable Law. Any Notices will be sent or transmitted to you in accordance with the most up to date communication details provided by you to us and will be deemed to have been received (whether or not actually received) where we can demonstrate having sent or transmitted them.
- 19.2. All Notices will, in the absence of manifest error, be deemed correct, conclusive and binding on you if not objected to in writing by you within three days of receipt.

20. FORCE MAJEURE

- 20.1. You agree that we will not incur any liability whatsoever for any partial or non-performance of our obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any Applicable Law we party shall be held liable for any loss that you may incur as a result thereof.

21. MISCELLANEOUS

- 21.1. You acknowledge and agree that in conducting business with us pursuant to the Terms, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in the Terms.

- 21.2. Nothing in these Terms (or any of the arrangements contemplated by them) shall be deemed to create a partnership between you and us.
- 21.3. The rights and remedies contained in the Terms are cumulative and not exclusive of any rights and remedies provided by law. No failure to exercise or delay in exercising any right or remedy provided by law under or pursuant to the Terms shall constitute a waiver thereof and no single or partial exercise of any right or remedy under the Terms shall preclude or restrict any further exercise of such right or remedy or the exercise of any other right or remedy.
- 21.4. If any provision in these Terms shall in whole or in part be held by any court of competent jurisdiction to any extent to be illegal or unenforceable under any enactment or rule of law, or becomes inconsistent with any present or future Applicable Law, that provision or part shall to that extent be deemed not to form part of the Terms and the enforceability of the remainder of the Terms shall not be affected thereby.
- 21.5. We undertake to notify you of any material change to the information provided in the Terms relating to a change to our name, address, licensed status with the SFC, CE number, the Services that we provide and our fees and charges.
- 21.6. You hereby give explicit permission that any written or oral communications from us or our Affiliates may be sent to you in the English language, including documentation regarding the opening of the Account, Account statements, confirmations, research reports and any other information with respect to your Account and the Services or provided to you or Brokerage Services provided by our Affiliate(s) to you.

22. GOVERNING LAW AND DISPUTE RESOLUTION

- 22.1. The Terms and any dispute or claim arising out of or in connection with the Terms shall be governed by and construed in accordance with the laws of Hong Kong for the time being in force. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for the purpose of hearing and determining any dispute arising out of or in any way relating to these Terms or their formation and for the purpose of enforcement of any judgment against their respective assets.
- 22.2. Where you do not have a permanent place of business in Hong Kong, you agree to appoint and keep appointed an agent in Hong Kong for the service of process and to notify us of the identity of such agent forthwith.

Appendix 1 DEFINITIONS

For the purposes of these Terms, the following words and phrases shall have the following meanings:

“Account”	means a brokerage account opened in your name with any of our Affiliates in order to conduct Brokerage Services in accordance with the terms of business of such Affiliate;
“Advice”	has the meaning ascribed to it in clause 4.3;
“Affiliate(s)”	means a person controlling, controlled by or under common control with Jefferies Hong Kong Limited, including its parent companies and subsidiaries;
“Applicable Law”	<p>means any law, rule, regulation, order, ruling, judicial interpretation or directive (whether or not having the force of law) referred to in these Terms and/or which is applicable to us or an Affiliate, any of our or their activities, any Transaction, and/or any of the Services provided hereunder, whether in Hong Kong or elsewhere, from time to time, including without limitation:</p> <ul style="list-style-type: none">(i) any rule, regulation, requirement, code, notice, guideline, practice note, circular, policy, recommendation or request (whether or not mandatory) made by any Regulator and including (without limitation) the SFC Rules; and(ii) the rules, requirements, customs, conventions and practices of any stock exchange, futures exchange, market, OTC market, association, clearing house, registration system or depository, <p>as modified, amended, restated or replaced from time to time;</p>
“Authorised User”	means any individual who is approved by you to use an Electronic Trading System;
“Beneficiary”	has the meaning as set out in clause 3 of Appendix 3;
“Brokerage Services”	means execution, clearing, settlement and custody services provided for you by us or our Affiliate;
“Business Day”	means a day other than Saturday or Sunday on which banks and/or foreign exchange markets are open for business in (i) Hong Kong and/or (ii) such other financial centres as we or an Affiliate may choose including, without limitation, locations where payment and/or settlement occurs;
“Client Identity Information”	has the meaning ascribed to it in clause 2.4 of Appendix 3;
“Client Identity Rules”	has the meaning ascribed to it in clause 1 of Appendix 3;

“Code of Conduct”	means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (as amended from time to time);
“DMA Services”	means electronic access to a market provided by us through which you transmit orders for Securities directly or indirectly to the market’s trade matching system for execution without manual intervention by us or by any broker appointed by us;
“Electronic Trading Services”	means any electronic trading service provided by us to you which enables you to trade in Securities electronically and includes DMA Services and Trading Algorithms;
“Electronic Trading System”	means any electronic trading system provided by us to you which enables you to trade in Securities electronically, and includes any system through which we provide DMA Services and Trading Algorithms to you;
“Event of Default”	has the meaning ascribed to it in clause 14;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Investment Research”	has the meaning ascribed to it in clause 9 of Appendix 4;
“Notices”	has the meaning ascribed to it in clause 19.1;
“Officers”	has the meaning ascribed to it in clause 13.3;
“PDPO”	means the Personal Data (Privacy) Ordinance, Chapter 485 of the laws of Hong Kong (as amended from time to time);
“Personal Data”	has the meaning ascribed to it in the PDPO;
“Principal”	has the meaning ascribed to it in clause 7.1;
“Regulator”	means, without limitation, the Stock Exchange of Hong Kong Limited, Hong Kong Securities Clearing Company Limited or other exchange or clearing house in Hong Kong or elsewhere, the SFC or any other regulator, government or government body with the authority or ability to regulate us or any regulator, government or government body with the authority or ability to regulate any of our Affiliates in the relevant jurisdiction in which it operates or its activities and/or in relation to whose directives, recommendations, customs or practices we or our Affiliate are required, expected or accustomed to comply;
“Requirements”	has the meaning ascribed to it in clause 10;
“Securities”	has the meaning ascribed thereto by the SFO and, if the context so admits shall include securities collateral;
“Services”	means all investment and connected business which we may carry on with or for you in accordance with these Terms from time to time;
“SFC”	means the Securities and Futures Commission of Hong Kong;

“SFC Rules”	means codes, guidelines and regulations issued by the SFC from time to time;
“SFO”	means the Securities and Futures Ordinance, Chapter 571 of the laws of Hong Kong (as amended from time to time);
“Terms”	has the meaning ascribed to it in clause 1.1;
“Trading Algorithm”	means any electronic or software tools or systems provided by us which generate orders or trades in Securities listed or traded on an exchange in accordance with a predetermined set of rules aimed at delivering specific execution outcomes;
“Transaction”	has the meaning ascribed to it in clause 4.1;
“Transferee”	has the meaning ascribed to it in clause 17.3;
“we”, “us” “our” and “Jefferies”	means Jefferies Hong Kong Limited, its officers, employees and directors; and
“you” and “your”	means you or any other Principal notified to us pursuant to clause 7.1.

Appendix 2

PART A – DEFINITION OF PROFESSIONAL INVESTOR

Under Section 1 of Part 1 of Schedule 1 to the SFO and sections 4, 5, 6 and 7 of the Securities and Futures (Professional Investors) Rules, “professional investor” means:

- a) any recognized exchange company, recognized clearing house, recognized exchange controller or recognized investor compensation company, or any person authorized to provide automated trading services under section 95(2) of the Securities and Futures Ordinance (the “SFO”);
- b) any intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong;
- c) any authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong;
- d) any insurer authorized under the Insurance Ordinance (Cap 41), or any other person carrying on insurance business and regulated under the law of any place outside Hong Kong;
- e) any scheme which:
 - i. is a collective investment scheme authorized under section 104 of the SFO; or
 - ii. is similarly constituted under the law of any place outside Hong Kong and, if it is regulated under the law of such place, is permitted to be operated under the law of such place,or any person by whom any such scheme is operated;
- f) any registered scheme as defined in section 2(1) of the Mandatory Provident Fund Schemes Ordinance (Cap 485), or its constituent fund as defined in section 2 of the Mandatory Provident Fund Schemes (General) Regulation (Cap 485 sub. leg. A), or any person who, in relation to any such registered scheme, is an approved trustee or service provider as defined in section 2(1) of that Ordinance or who is an investment manager of any such registered scheme or constituent fund;
- g) any scheme which:
 - i. is a registered scheme as defined in section 2(1) of the Occupational Retirement Schemes Ordinance (Cap 426); or
 - ii. is an offshore scheme as defined in section 2(1) of that Ordinance and, if it is regulated under the law of the place in which it is domiciled, is permitted to be operated under the law of such place,or any person who, in relation to any such scheme, is an administrator as defined in section 2(1) of that Ordinance;
- h) any government (other than a municipal government authority), any institution which performs the functions of a central bank, or any multilateral agency;
- i) any corporation which is:
 - i. a wholly owned subsidiary of-

- (a) an intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or
 - (b) an authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong;
 - ii. a holding company which holds all the issued share capital of-
 - (a) an intermediary, or any other person carrying on the business of the provision of investment services and regulated under the law of any place outside Hong Kong; or
 - (b) an authorized financial institution, or any bank which is not an authorized financial institution but is regulated under the law of any place outside Hong Kong; or
 - iii. any other wholly owned subsidiary of a holding company referred to in subparagraph (ii); or
- j) any trust corporation having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HK\$40 million or its equivalent in any foreign currency at the relevant date as ascertained by referring to-
 - i. the most recent audited financial statement prepared-
 - (a) in respect of the trust corporation (or a trust of which it acts as a trustee); and
 - (b) within 16 months before the relevant date;
 - ii. a statement of account or a certificate issued by a custodian within 12 months before the relevant date;
 - iii. a certificate issued by an auditor or a certified public accountant within 12 months before the relevant date; or
 - iv. a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee) within 12 months before the relevant date.
- k) any individual, when one or more of the following are taken into account: (a) a portfolio on the individual's own account; (b) a portfolio on a joint account with the individual's associate; (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate; and (d) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual, having a portfolio of not less than HK\$8 million or its equivalent in any foreign currency at the relevant date as ascertained by referring to-
 - i. a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date;
 - ii. a statement of account or a certificate issued by a custodian within 12 months before the relevant date; or
 - iii. a public filing submitted by or on behalf of the individual within 12 months before the relevant date.

- l) any corporation or partnership having-
 - i. a portfolio of not less than HK\$8 million or its equivalent in any foreign currency; or
 - ii. total assets of not less than HK\$40 million or its equivalent in any foreign currency at the relevant date, as ascertained by referring to-
 - (a) the most recent audited financial statement prepared-
 - (A) in respect of the corporation or partnership (as the case may be); and
 - (B) within 16 months before the relevant date;
 - (b) a statement of account or a certificate issued by a custodian in respect of the corporation or partnership within 12 months before the relevant date;
 - (c) a certificate issued by an auditor or a certified public accountant in respect of the corporation or partnership within 12 months before the relevant date; or
 - (d) a public filing submitted by or on behalf of the corporation or partnership within 12 months before the relevant date.
- m) any corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons -
 - i. a trust corporation that falls within the description in paragraph (j);
 - ii. an individual who falls within the description in paragraph (k);
 - iii. a corporation specified in this paragraph or that falls within the description in paragraph (l);
 - iv. a partnership that falls within the description in paragraph (l); or
 - v. a professional investor that falls within the description in paragraph (a), (d), (e), (f), (g) or (h); and
- n) any corporation which at the relevant date wholly owns a corporation that falls within the description in paragraph (l).

PART B – PROFESSIONAL INVESTOR NOTIFICATION

1. FOR INVESTORS FALLING UNDER PARAGRAPHS (A) TO (I)

PLEASE READ CAREFULLY IF YOU ARE A “PROFESSIONAL INVESTOR” FALLING WITHIN ONE OF THE CATEGORIES OF PROFESSIONAL INVESTOR UNDER PARAGRAPHS (A) TO (I) OF THE DEFINITION OF PROFESSIONAL INVESTOR AS SET OUT IN PART A OF THIS APPENDIX 2

If you are professional investor falling within one of the categories set out in paragraphs (a) to (i) of the definition of “professional investor” as set out in Part A of this Appendix 2, you are an “institutional professional investor” (as defined in para 15.2 of the SFC’s Code of Conduct for Persons Licensed by or Registered with the Commission (“**Code of Conduct**”)). As such, we will not be required to comply with certain provisions of the Code of Conduct with respect to our dealings with you.

For the avoidance of doubt, these are the consequences of being treated as an “institutional professional investor”:

- (i) Terms of Business - we are not required to enter into a written agreement (in the form contemplated by the Code of Conduct) with you relating to the services we propose to provide to you;
- (ii) Information about clients - we are not required to establish your financial situation, investment experience and investment objectives;
- (iii) Knowledge of derivatives - we are not required to assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
- (iv) Risk Disclosure - we are not required to provide you with written risk disclosure statements required by the Code of Conduct in respect of the risks involved in any transactions we enter into for you or to bring those risks to your attention;
- (v) Suitability - we are not required to ensure that a recommendation or solicitation is suitable for you;
- (vi) Complex products – we are not required to ensure the suitability of a transaction in a complex product, to provide sufficient information about a complex product and to provide warning statements;
- (vii) Information for clients - we are not required to provide you with information about our business and the identity and status of our employees and others acting on our behalf with whom you may have or will have contact;
- (viii) Transaction-related information – we are not required to provide you with certain transaction related information as set out in paragraph 8.3A of the Code of Conduct;
- (ix) Prompt Confirmation - we are not required to confirm promptly the essential features of a transaction after effecting a transaction for you;
- (x) Nasdaq-Amex Pilot Program – we are not required to provide you with documentation on the Nasdaq-Amex Pilot Program; and
- (xi) Discretionary Accounts - we are not required, in connection with any discretionary account, to follow certain provisions set out in the Code of Conduct in relation to the procedures to be followed to obtain from you an authority in a written form prior to effecting transactions for your account and are not required to (a) explain such authority or re-confirm it on annual

basis; or (b) disclose any benefits receivable for effecting transactions for you under a discretionary account.

As a result of you being classified as a professional investor, we will be able to offer to you certain products/instruments that we are not able to offer to the general public. Please also note that we are not required to provide any contract notes statements of account or receipts pursuant to the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules, unless we receive an objection in writing from you.

2. FOR INVESTORS FALLING UNDER PARAGRAPHS (J), (L), (M) or (N)

IF YOU FALL WITHIN ONE OF THE CATEGORIES OF PROFESSIONAL INVESTORS UNDER PARAGRAPHS (J), (L), (M) OR (N) OF THE DEFINITION OF PROFESSIONAL INVESTOR AS SET OUT IN PART A OF THIS APPENDIX 2 (i.e. A CORPORATE PROFESSIONAL INVESTOR AS SET FORTH IN SECTIONS 4, 6 AND 7 OF THE SECURITIES AND FUTURES (PROFESSIONAL INVESTOR) RULES), YOU WILL BE REQUIRED TO CONFIRM YOUR ACCEPTANCE TO THE BELOW BY SIGNING THE RELEVANT SECTION OF THE FORM SET OUT AT APPENDIX 6:

If you are professional investor falling within one of the categories set out in paragraphs (j), (l), (m) or (n) of the definition of “professional investor” as set out in Part A of this Appendix 2, you are a “corporate professional investor” (as defined in para 15.2 of the Code of Conduct) (“**Corporate Professional Investor**”).

The provision of Services by us to you in accordance with the Terms and any further or supplementary documents accompanying the same, each as may be issued, amended or supplemented from time to time, is subject to and conditional upon us treating you as a Corporate Professional Investor as explained below.

As a result of you being classified as a Corporate Professional Investor, we will be able to offer to you certain products/instruments that we are not able to offer to the general public. You acknowledge and agree that, as a Corporate Professional Investor, we are not required to provide you with contract notes, statements of account or receipts pursuant to the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules unless we receive a notification of objection from you.

As a Corporate Professional Investor, you will be required to confirm your acceptance to the below by signing the form set out at Appendix 6.

(a) you have the requisite corporate structure and investment process and controls, knowledge, expertise and investment experience in the relevant product(s) and market(s) as set out in Appendix 6, having regard to the criteria set out in paragraph 15.3A(b) of the Code of Conduct;

(b) you have read, considered and understood the consequences of being treated as a Corporate Professional Investor and that you agree to be treated as a Corporate Professional Investor for the relevant product(s) and market(s) as set out in Appendix 6;

(c) you understand that in consenting to be treated as a Corporate Professional Investor for the relevant product(s) and market(s) as set out in Appendix 6, in respect of which we have taken all necessary steps to be exempted from the requirements set out in paragraphs 15.4 and 15.5 of the Code of Conduct, we will not be required to comply with certain requirements under the Code of Conduct as set forth in subparagraph (1)(i) to (xi) above and other business conduct rules in the provision of the Service(s) to you; and

(d) you understand that you have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any products or markets by giving written notice to us.

Appendix 3

CLIENT IDENTITY RULES

1. The client identity rule and the client identity rule policy of the SFC (the “**Client Identity Rules**”) require us to obtain and record client identity information before anything is done to provide you with any Services. Further, if the Regulator requests such information, we must provide it within two Business Days of the day the request is made, although in exceptional market conditions the Regulator may require information shortly after a Transaction occurs.
2. Following our receipt of a request from a Regulator we will send you a request for information. You agree immediately to inform us of the identity, address, contact details and occupation of:
 - 2.1. the person ultimately responsible for originating the instruction in relation to the Transaction;
 - 2.2. the person who is the recipient of the economic or commercial benefit of the Transaction or bearer of such risk;
 - 2.3. if relevant, the client for whom the Transaction was carried out; and
 - 2.4. such other information required by a Regulator (together, referred to as the “**Client Identity Information**”).
3. In certain instances in connection with our request to you pursuant to clause 1.2 above, you may prefer not to disclose the identities of your clients to us, for example, where you act as agent for a third party (the “**Beneficiary**”). The Regulators may treat our client identity obligation as discharged if you agree to provide the information about the Beneficiary of that Transaction and details of the person originating the instruction for that Transaction on request directly to the Regulator. Accordingly, where we have received a request from the Regulator in respect of a Transaction effected by you for another client (whether as agent or on a back-to-back basis) and to the extent permitted by Applicable Law, you agree immediately to provide the Client Identity Information to the relevant Regulator in Hong Kong.
4. You agree that your obligations to provide Client Identity Information to us or a Regulator in Hong Kong under this clause 4 shall survive even after the termination of these Terms or of any terms of business between you and our Affiliate.
5. You should note that, in relation to a collective investment scheme the “person” referred to above is the collective investment scheme or account, and the manager of that collective investment scheme or account, not those who hold a beneficial interest in that collective investment scheme or account (e.g. the unit holders of a unit trust).
6. If you are acting for or on behalf of a collective investment scheme, discretionary account or discretionary trust, you must:
 - 6.1. upon our request (which request shall include the relevant contact details of the Regulator in Hong Kong), inform us or the Regulator in Hong Kong within the required timeframes of the Client Identity Information of the scheme, account or trust; and
 - 6.2. as soon as practicable, inform us when your discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where your investment discretion has been overridden, you must immediately upon our request (which request shall include the relevant contact details of the Regulator in Hong Kong),

inform us or the Regulator in Hong Kong of the Client Identity Information of the person(s) who has or have given the order or instruction in relation to the Transaction.

Appendix 4

CONFLICTS OF INTEREST

1. We have in place arrangements to manage conflicts of interest that arise between ourselves and our clients and between our different clients. Where we do not consider that the arrangements under our conflicts of interest policies are sufficient to manage a particular conflict, we have procedures in place to ensure the fair treatment of clients and, in appropriate circumstances, we will inform you of the nature of the conflict so that you can decide how to proceed.
 2. In relation to any Transaction we effect or arrange for you, we, our Affiliates, their employees, or some other person connected with us may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to the investment or transaction concerned or investments or assets underlying, derived from or otherwise directly or indirectly related to such investments (a "**material interest**"). We will take all necessary steps to ensure fair treatment for you in relation to any such transactions and will manage any conflict of interest in accordance with our conflicts of interest policies.
 3. You acknowledge that we and our Affiliates are involved in providing a range of services including corporate finance and research. As such we and/or our Affiliates may have a material interest or a conflict of interest in the services or transactions we carry out with or for you. **We and/or our Affiliates may, subject to Applicable Law, take the opposite position to your order in relation to any exchange traded options contracts, whether for our own or for an Affiliate's or another client's account, provided that such trade is executed competitively on or through the facilities of any exchange or MTF in accordance with the rules of such exchange.** We have in place internal procedures pursuant to our conflict of interest policies to ensure that our various business areas operate independently of each other and restrict access by the particular employee(s) responsible for handling your affairs to certain areas of information. You agree and acknowledge as follows:
 - 3.1. subject to the provisions of any Applicable Law, we, our employees, our Affiliates, their employees or some other person connected with us may take positions opposite to yours or may be in competition with you to acquire the same or similar positions. You hereby authorise us to handle instructions relating to your Account as your agent in the circumstances set out in this paragraph without prior reference to you;
 - 3.2. we and our Affiliates provide trading services to others whose interests may be in conflict with yours. We will not be responsible for any loss or loss of profit which may result from such conflict with you. We shall be under no obligation to disclose to you any information which came into our possession as a result of the provision of services to any person under circumstances where we are obliged to hold such information in confidence; and
 - 3.3. you confirm that notwithstanding any conflict of interest or duty, you will have no claim against us and we shall be entitled to retain any profits, benefits or advantages arising from any such conflict.
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4. Accordingly:
 - 4.1. we will provide Services to you under these Terms on the basis of information actually known to the particular employees responsible for handling your affairs; and
 - 4.2. as a result of our relationship with other clients we may in some circumstances be unable to provide Services to you and we shall not be obliged to disclose the reason why or any further information relating thereto.
5. You agree that we are entitled to provide Services to you, notwithstanding that we or any Affiliate may have a material interest in or a potential conflict of interest in relation to the Transaction or investment concerned and you consent to our acting in any manner which we would consider appropriate in such cases. A material interest may include but is not limited to circumstances where we may, subject to Applicable Law:
 - 5.1. be providing services to another person in relation to an investment in relation to which you are entering into Transactions;
 - 5.2. have other business relationships, including investment banking relationships, with the company, or a related entity, which is the subject of the Transaction you have instructed us to take instructions for you pursuant to these Terms;
 - 5.3. be involved as financial adviser, broker, underwriter or otherwise in a new issue, underwriting, rights issue, takeover or similar transaction concerning the investment, or the issuer of the investment or a related investment;
 - 5.4. take the opposite position to your order in relation to any Transaction, whether for our own account or for the account of our Affiliates or our other clients;
 - 5.5. receive payments or other benefits for giving business to a firm with or through which your order is placed or executed; or
 - 5.6. provide Investment Research (as defined in clause 9 below).
6. An Affiliate may act as principal to facilitate the execution of a Transaction. In this case, we may act as agent for an Affiliate in respect of each Transaction notwithstanding that we act as agent for you in respect of each Transaction from an Affiliate. You consent to our so doing.
7. We shall be entitled to effect a Transaction for you or provide any Services to you notwithstanding any such material interest and shall not be under a duty to disclose to you any profit arising therefrom without further reference to you to the extent permissible under Applicable Law. However, in such cases we may in our absolute discretion decline to effect a Transaction with or for you.
8. We shall not be liable to account to you for, or (unless required under Applicable Law) to disclose to you the amount of any profit, commission or remuneration made or received (whether from any client or by reason of any material interest or otherwise) by us by reason of any Services provided to you.
9. Our policy is to distribute investment research material produced by us or our Affiliates to our clients and to support the provision of our Services and our Affiliates' trading activities ("**Investment Research**"). The following terms apply in relation to all investment research:
 - 9.1. we shall be under no obligation to you to ensure that any information given to you takes into account of any Investment Research save to the extent otherwise required by Applicable Law;

- 9.2. no Investment Research provided to you by us shall constitute an offer or an invitation by or on behalf of us to any person to buy or sell any investments;
- 9.3. in all cases, you should conduct your own investigation and analysis of any information contained in Investment Research provided to you by us before taking or omitting to take any action either in relation to investments or markets;
- 9.4. we or our Affiliates may from time to time have a long or short position in any of the investments mentioned in any Investment Research and may buy or sell those investments;
- 9.5. we or our Affiliates may from time to time provide corporate finance or other services for or solicit or seek to obtain corporate finance or other business from any entity referred to in any Investment Research; and
- 9.6. all Investment Research is provided subject to the terms, notices, disclosures, disclaimers and notices contained therein.

Appendix 5

DATA PRIVACY

1. You shall be requested to provide Personal Data in connection with these Terms and the opening of an Account(s), relating to your directors, officers, employees, authorised signatories, partners, shareholders, other persons who may give instructions on the Account or benefit commercially or economically or bear the commercial or income risk of Transactions for any Account. You represent and warrant that you have obtained the necessary consents from such directors, officers, employees, authorised signatories, partners, shareholders, or other persons for the provision of their personal data to us in connection with these Terms.
 - 1.1. You must supply all the data requested by us as failure to do so may result in our being unable to provide you with the Services set out in these Terms.
 - 1.2. Personal Data may be used for any of the following purposes:
 - 1.1.1. carrying out your instructions or responding to any enquiry from you or from your agent;
 - 1.1.2. new or existing client verification procedures, on-going account administration and marketing our products and services, or the products and services of our Affiliates, to you, whether or not such marketing is undertaken by us or an Affiliate;
 - 1.1.3. transfer of such data to any place outside Hong Kong;
 - 1.1.4. ensuring on-going creditworthiness of you or any other person;
 - 1.1.5. enforcing your obligations, including but not limited to the collection of amounts outstanding from you or any other person;
 - 1.1.6. comparison with any Personal Data (irrespective of the purposes and sources for which such data were collected, and whether collected by a user or any other person) for the purpose of:
 - (i) credit checking;
 - (ii) data verification; and
 - (iii) otherwise producing or verifying data which may be used for the purpose of taking such action that a user or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of you or any other person);
 2. any purpose relating to or in connection with compliance with any Applicable Law in Hong Kong or elsewhere, including, but not limited to, including requirements for disclosure to any Regulator; and
 3. any other purpose relating to or in connection with the business or dealings of ourselves and our Affiliates.
 4. You authorise us, without further notice to or consent from you, to disclose any data including, for the avoidance of doubt, information on your financial situation and investment objectives or the Account or your business with us, as we shall in our discretion consider appropriate to any or all of the following:
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- 4.1. any of our Affiliates and the Officers of any such person;
 - 4.2. any actual or proposed assignee of any of our rights and obligations or those of any of our Affiliates, or participant or sub-participant in or transferee of any of the rights of such person in relation to you;
 - 4.3. any agent, nominee, contractor, third party service provider of administrative, telecommunications, computer, payment or clearing or other facilities in connection with the opening and operation of the Account or marketing of facilities related to the Account or other provider of facilities to any person to whom data is passed or registrar or centralised depository for any Transaction;
 - 4.4. any Regulator or court of law (including, without limitation, the SFC) to which we are subject;
 - 4.5. any person when required to do so pursuant to a subpoena or other court process issued out of any applicable jurisdiction;
 - 4.6. any financial institution with whom you have or propose to have dealings; or
 - 4.7. any person when otherwise required to do so in accordance with Applicable Law in Hong Kong or elsewhere, where applicable.
5. An individual has the right to have access to and correction of your personal data as set out in the PDPO. In general, and subject to certain exemptions, a person is entitled:
- 5.1. to enquire whether we hold personal data in relation to him/her;
 - 5.2. to request access to his/her personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
 - 5.3. to request the correction of his/her personal data; and
 - 5.4. to be given reasons if a request for access or correction is refused, and to object to any such refusal.
6. Subject to the PDPO, you consent to us transferring any of the personal data to any party to whom we are authorised to disclose the same to under this clause notwithstanding that such party's principal place of business is outside of your country of residence or that such data following disclosure shall be collected, held, processed or used by such party in whole or part outside of your country of residence or the transfer is otherwise made to a person outside of Hong Kong.
7. Individuals have the right to check that any personal data held by us is accurate or to access such data and to require such data, if inaccurate, to be corrected. We may charge a reasonable fee for complying with such request, which request should be addressed to Hong Kong Compliance Department at 26/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong or by email to compliance_asia@jefferies.com.

Appendix 6

JEFFERIES HONG KONG LIMITED - TERMS OF BUSINESS FORM

CUSTOMER DETAILS

Date sent: _____

Customer account name: _____

Customer account address: _____

Licensed representative primarily responsible for dealing with the customer: _____

Licensed Representative's C.E. Number: _____

CUSTOMER'S ACKNOWLEDGEMENT AND CONFIRMATION OF "PROFESSIONAL INVESTOR" STATUS AND CONFIRMATION AND CONSENT THAT JEFFERIES HONG KONG LIMITED BE EXEMPTED FROM OBLIGATIONS SET OUT IN PARAGRAPH 15.4 AND 15.5 OF THE CODE OF CONDUCT PURSUANT TO PARAGRAPHS 15.3A AND 15.3B OF THE CODE OF CONDUCT)

PLEASE SIGN IF YOU ARE A CUSTOMER THAT FALLS WITHIN ONE OF THE CATEGORIES OF INVESTORS UNDER PARAGRAPHS (j), (l), (m) OR (n) OF THE DEFINITION OF "PROFESSIONAL INVESTOR" SET OUT IN PART A OF APPENDIX 2 TO THE TERMS

We acknowledge and confirm that:

- (i) we have received the Terms of Business (the "Terms"), which accompanied this Form and I/we agree to the terms set forth therein;
- (ii) we are an investor falling within one of the categories of investors under sections 4, 6 and 7 of the Securities and Futures (Professional Investor) Rules as set out in paragraphs (j), (l), (m) or (n) of the definition of "professional investor" in Part A of Appendix 2 to the Terms;
- (iii) we have the requisite corporate structure and investment process and controls, knowledge, expertise and investment experience, in regards of the following product(s) and market(s), having regard to the criteria set out in paragraph 15.3A(b) of the Code of Conduct;

Products: *(please tick the products as appropriate)*

___ Cash Equity ___ Fixed Income ___ Equities

___ Swaps ___ Convertible Bonds

Others: please specify: _____

Markets: *(please tick the markets as appropriate)*

___ ALL Asia markets; or

___ Hong Kong ___ Singapore ___ Japan

___ Korea ___ Taiwan ___ India

___ Indonesia ___ Thailand ___ Sri Lanka

___ Pakistan ___ Philippines ___ Australia

___ New Zealand

___ Europe ___ US

- (iv) we have read, considered and understood the consequences of being treated as a Corporate Professional Investor as set forth in subparagraph (1)(i) to (xi) of Part B of Appendix 2 to the Terms and consent to being treated by Jefferies Hong Kong Limited as a Corporate Professional Investor for the above product(s) and market(s);
- (v) we understand that in consenting to be treated as a Corporate Professional Investor, we consent to Jefferies Hong Kong Limited

JEFFERIES HONG KONG LIMITED - TERMS OF BUSINESS FORM

waiving compliance with certain requirements of the Code of Conduct as set forth in subparagraph (1)(i) to (xi) of Part B in Appendix 2 to the Terms;

- (vi) we understand that we shall have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any products or markets by giving written notice to Jefferies Hong Kong Limited; and
- (vii) we consent not to receive from Jefferies Hong Kong Limited any contract notes, statements of accounts or receipts pursuant to the Securities and Futures (Contract Notes, Statements of Accounts and Receipts) Rules.

Signature: _____ Date: _____

Print Name of authorised signatory: _____

For and on behalf of: _____

Name of the Customer

PLEASE ALSO SIGN IF YOU ARE A CUSTOMER THAT FALLS WITHIN THE CATEGORY OF INVESTORS UNDER PARAGRAPH (n) OF THE DEFINITION OF "PROFESSIONAL INVESTOR" SET OUT IN PART A OF APPENDIX 2 TO THE TERMS

I/We acknowledge and confirm that we have informed our shareholder(s) of the corporation's status as a professional investor under section 6(c) of the Securities and Futures (Professional Investors) Rules as set out in paragraph (n) of the "professional investor" definition in Part A of Appendix 2 to the Terms.

Signature: _____ Date: _____

Print Name of authorised signatory: _____

For and on behalf of: _____

Name of the Customer

PLEASE RETURN THIS FORM TO:

CLIENT SERVICES DEPARTMENT, JEFFERIES HONG KONG LIMITED, 26/F TWO INTERNATIONAL FINANCE CENTRE, 8 FINANCE STREET, CENTRAL, HONG KONG

Appendix 7

Confirmation Statement for Clients Using DMA Services

<input type="checkbox"/> (please tick) We confirm, acknowledge and agree to each of the statements below both at the date of this confirmation and on a continuing basis each time that we use a DMA Service:
We have managerial and supervisory controls in place to manage the operation and risks associated with the use of DMA Services, including but not limited to written policies and procedures for the operation and supervision of DMA Services.
We have appropriate arrangements in place to ensure that access to DMA Services is restricted to Authorised Users and that all such users are proficient, competent and suitably qualified to use the DMA Systems.
We and our Authorised Users of Jefferies' DMA Services understand and will comply with any laws, rules of any regulatory authority, exchange and self-regulatory organisation, regulations, policies, procedures or interpretations thereof to the extent applicable in respect of our use of DMA Services (including but not limited to rules relating to short selling and market misconduct).
We have adequate pre-trade and post-trade controls to monitor orders that are entered through Jefferies' DMA Services, particularly for preventing potentially erroneous orders or orders which may be manipulative or abusive in nature.
We will not sub-delegate Jefferies' DMA Services to our clients.
We will co-operate with Jefferies in any regulatory enquiries.
We will immediately inform Jefferies if there is any change in respect of the matters covered by the representations above.

Please add comment (if any): _____

We confirm in the capacity as an agent on behalf of:

- our principals and group companies;
- the principals and group companies, namely:

Confirmation by authorized Signatory, for and on behalf of:

Client/Firm Name: _____

Signature: _____

Name of Signatory: _____

Title: _____

Date: _____

Jefferies Hong Kong Limited
26/F, Two International Finance Centre
8 Finance Street
Central, Hong Kong
www.jefferies.com