

Note: These Terms and Conditions should be read in conjunction with the leaflet and service guide for Hang Seng FX and Precious Metal Margin Trading Services/Hang Seng Advanced FX and Precious Metal Margin Trading Services.

TERMS AND CONDITIONS FOR HANG SENG FX AND PRECIOUS METAL MARGIN TRADING SERVICES/ HANG SENG ADVANCED FX AND PRECIOUS METAL MARGIN TRADING SERVICES MASTER AGREEMENT (“TERMS AND CONDITIONS”)

Please read and understand these Terms and Conditions and the Agreement.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires:-

“Account” means any Margin Trading Account, Collateral Account and/or Designated Account opened in the name of the Customer with the Bank;

“Advice” means, in respect of any Telephone Instruction or Online Instruction received by the Bank, the written advisory note sent or delivered by the Bank to the Customer either personally, by post, facsimile transmission, or to the extent permitted by legislation, by electronic means recording the terms of an offer for a Margin Trading Contract by the Customer and/or the terms of a Margin Trading Contract and/ or, as the case may be, recording the transfers of funds between the Collateral Account(s), Designated Account(s) and/ or such other account opened and maintained pursuant to Clause 3.1;

“Agreement” means the Hang Seng FX and Precious Metal Margin Trading Services/Hang Seng Advanced FX and Precious Metal Margin Trading Services Master Agreement contained in the Consolidated Application Form under the heading “Master Agreement” entered into between the Bank and the Customer, subject to Clause 7.2;

“Applicable Rules” means, to the extent applicable, the rules, regulations, notices, circulars, codes, guidelines, directives, orders or requests of any regulatory, supervisory, governmental, quasi-governmental or other authority or body, including, without limitation, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the subsidiary legislation thereof and the rules, regulations, codes, circulars and guidelines issued by the Hong Kong Monetary Authority or the Securities and Futures Commission, in each case as supplemented and amended from time to time;

“Available Position” means at any given time the amount calculated by the Bank in accordance with the following formula:

$$(\text{Net Collateral} - \text{Total Floating Profits}) \times \text{Leverage Ratio} - \text{Gross Open Position};$$

“Bank” means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance with C.E. number AAH297, which expression shall include its successor(s) and assign(s);

“Ceiling Limit” means such U.S. Dollars amount as specified in Part C of the Consolidated Application Form or, subject to the sole and absolute discretion of the Bank, any such other amount as the Bank may specify to the Customer from time to time;

“Close-out Amount” means the amount payable by the Customer to the Bank or vice versa, as the case may be, in respect of such Margin Trading Contract(s) that are closedout pursuant to Clause 12 upon the occurrence of a Closeout Event;

“Close-out Event” has the meaning ascribed to it in Clause 11;

"Close-out Margin Level" means such percentage as specified in Part C of the Consolidated Application Form or, subject to the sole and absolute discretion of the Bank, any such other percentage as the Bank may specify to the Customer from time to time;

"Collateral" means all moneys and all interest and benefits credited in respect thereof from time to time in the Collateral Accounts or such other collaterals in such form and value acceptable to the Bank which the Customer or a third party has from time to time deposited with, charged and assigned to, the Bank as continuing security for the Customer's obligations under the Margin Trading Contracts and/or the Agreement;

"Collateral Accounts" means:

- (i) the U.S. Dollar Collateral and Settlement Account as specified in Part C of the Consolidated Application Form;
- (ii) the HKD Collateral Account as specified in Part C of the Consolidated Application Form;
- (iii) any other foreign currency current account which may be nominated as Collateral Account by the Customer and accepted by the Bank for the purpose of the Agreement from time to time; and
- (iv) any specified deposits in any other savings/time deposit account accepted by the Bank as Collateral Account,

and **"Collateral Account"** means any one of (i) to (iv);

"Consolidated Application Form" means the consolidated application form/document signed/accepted by the Customer to request the opening of the U.S. Dollar Collateral and Settlement Account and the Margin Trading Account and such other accounts for the purpose of the Agreement, incorporating the Agreement;

"Customer" means the person, or as the case may be, each person (including individuals, associations, companies and the partners of a named partnership) whose name and address are specified in Part A of the Consolidation Application Form. Where the Customer comprises two or more persons (i) any reference to the Customer shall be deemed to refer to each such person individually, (ii) any act or omission of one shall be deemed the act or omission of them all, (iii) they shall be jointly and severally liable to the Bank for the obligations of the Customer under these Terms and Conditions, (iv) any communication required to be made to the Customer may be sent to the address last known to the Bank of any one or more of such persons, and (v) any notice to be served on the Customer under these Terms and Conditions shall be validly served if served on any one of them. If the Customer comprises a partnership, the expression includes each present and future partner of that partnership. If the Customer comprises an individual, the expression includes any personal representative or lawful successor of such person. If the Customer is a company, the expression includes any successor or assign of such company;

"Currency" means the lawful currency of any country or territory;

"Currency Exchange Rate" means the rate for converting one Currency into another Currency which the Bank determines in its sole and absolute discretion to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer;

"Designated Account(s)" means from time to time the account(s) referred to in Part D of the Consolidated Application Form being:

- (i) the account(s) opened by the Customer in its name with the Bank;
- (ii) the joint account(s) opened by the Customer and any third party in their names with the Bank; or
- (iii) such other account designated as the Designated Account(s) for the purpose of the Agreement and accepted as such by the Bank from time to time;

"Dollar Countervalue" of an amount of Currency or Precious Metal at any time is:

- (i) if such Currency is U.S. Dollars, such amount;
- (ii) if such Currency is in a currency other than U.S. Dollars, the amount of U.S. Dollars which could have been purchased at the Currency Exchange Rate by using such amount of Currency; and
- (iii) in the case of a Precious Metal, the amount of U.S. Dollars which could have been purchased at the Exchange Rate by using such amount of the relevant Precious Metal;

"Exchange Rate" means the rate for converting per fine ounce or one unit (according to the market practice) of the relevant Precious Metal into U.S. Dollars or any other Currency which the Bank determines in its sole and absolute discretion to be prevailing in the relevant market of the relevant Precious Metal at the relevant time, such determination to be conclusive and binding on the Customer;

"Floating Profit" or **"Floating Loss"** means, at any given time, in respect of a Margin Trading Contract (or a portion thereof) for which no Settlement Value has been determined at such time and which has not been closed out by the Bank at such time, the positive amount (i.e. a Floating Profit) or negative amount (i.e. a Floating Loss) calculated by the Bank being the Dollar Countervalue of the net amount payable by the Bank to the Customer (if such amount is a positive amount) or by the Customer to the Bank (if such amount is a negative amount) under such Margin Trading Contract (or such portion thereof) and its Square Contract as if such Square Contract was entered into at such time on such terms by reference to the prevailing Exchange Rate, Currency Exchange Rate and/ or such other market rate as the Bank considers appropriate and such Margin Trading Contract (or such portion thereof) was netted by such Square Contract at such time pursuant to Clause 9.2;

"FX Contract" means any contract between the Customer and the Bank for the purchase of one Currency against the sale of another Currency pursuant to the Agreement;

"Gold" means gold bars or unallocated gold complying with the rules of the London Bullion Market Association relating to good delivery and fineness from time to time in effect, unless otherwise notified by the Bank to the Customer;

"Gross Open Position" means, at any given time, the aggregate of Dollar Countervalue of the amount payable by the Customer to the Bank under each Margin Trading Contract (or a portion thereof) for which no Settlement Value has been determined at such time and which has not been closed out by the Bank at such time, with each Dollar Countervalue being the amount determined at the time such Margin Trading Contract (or such portion thereof) was first entered into between the Customer and the Bank;

"HKD Collateral Account" means the account opened by the Customer in the Customer's name with the Bank designated as the HKD Collateral Account for the purpose of the Agreement;

"Leverage Ratio" means such number as specified in Part C of the Consolidated Application Form or any such other number as the Customer may from time to time specify in writing and as may be accepted by the Bank;

"Margin Cover" shall have the meaning ascribed to it in Clause 2.2;

"Margin Level" means at any given time such ratio calculated by the Bank in accordance with the following formula:

Net Collateral at such time/Gross Open Position at such time;

"Margin Trading Account" means the account opened by the Customer in the Customer's name with the Bank designated as the Hang Seng FX and Precious Metal Trading Services Account or Hang Seng Advanced FX and Precious Metal Margin Trading Services Account for the purpose of the Agreement;

"Margin Trading Contract" means FX Contract and/or Precious Metal Contract;

"Margin Trading Services" means the services that the Bank may (but is not obliged to) provide under the Agreement and these Terms and Conditions (which may include (a) the opening, maintaining and/or operation of the Margin Trading Account; (b) trading of the Margin Trading Contracts; (c) provision of

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margin facility; (d) the Notification Service; and (e) provision of such other services as the Bank may determine in its sole and absolute discretion);

"Net Collateral" means at any given time the Dollar Countervalue of the Collateral plus Total Net Profits or, as the case may be, minus the absolute value of the Total Net Losses at such time;

"Notification Service" means the service as described in Clause 23.1 which is provided by the Bank subject to these Terms and Conditions;

"Online Instruction" means a valid instruction from the Customer to the Bank given through e-banking services and facilities provided by the Bank through its internet site and/or any other internet site and/or mobile application established, operated and/or maintained by or on behalf of the Bank.

"Person" includes an individual, firm, company, corporation and an unincorporated body of persons;

"Precious Metal" means any of Gold, Silver and such other precious metal as notified by the Bank to the Customer from time to time;

"Precious Metal Contract" means any contract between the Customer and the Bank for the sale or purchase of Precious Metal pursuant to the Agreement;

"Realised Profits" or **"Realised Losses"** means, at any given time, the positive amount (i.e. Realised Profits) or negative amount (i.e. Realised Losses) calculated by the Bank in accordance with the following formula:

(i) the aggregate of all positive Settlement Values;

minus

(ii) the absolute value of the aggregate of all negative Settlement Values;

plus

(iii) the aggregate of all Close-out Amount(s).

"Restricted Person" means U.S. Person, any person with either a residential or correspondence address in the United States of America or Canada, any person with South Korean ("KR") nationality AND residential/correspondence address in KR or any other category of person that the Bank deems ineligible for the provision of Margin Trading Services, opening and/or maintaining any Account with the Bank and/or entering into any Margin Trading Contract with the Bank, as the Bank may determine from time to time;;

"Secured Moneys" means:

(i) all moneys in any Currency owing by the Customer to the Bank at any time, actually or contingently under the Agreement or any Margin Trading Contract (including without limitation all fees and charges);

(ii) interest on such moneys (both before and after any demand or judgment), to the date on which the Bank receives payment, at the rates payable by the Customer or which would have been payable but for any circumstance which restricts payment; and

(iii) all costs and expenses and otherwise reasonably incurred by the Bank (either as set out in Clause 6.7 or otherwise) in enforcing its right under the Agreement (including without limitation, its legal fees) which are of reasonable amounts on a full indemnity basis;

"Settlement Date" means the day (as agreed between the Bank and the Customer or otherwise as designated by the Bank in accordance with the prevailing market practice) on which a Margin Trading Contract is scheduled to be settled (in whole or in part);

"Settlement Value" means, in respect of a Principal Contract (as defined below) (or a portion thereof) and its Square Contract, the positive or, as the case may be, negative figure determined by the Bank prior to its Settlement Date upon acceptance by the Bank of a valid instruction to set-off such

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Principal Contract (or such portion thereof) by such Square Contract being the Dollar Countervalue of the net amount to be delivered by the Bank to the Customer (if such amount is a positive figure) or by the Customer to the Bank (if such amount is a negative figure) under such Principal Contract (or such portion thereof) and such Square Contract on such Settlement Date;

"Silver" means silver bars or unallocated silver complying with the rules of the London Bullion Market Association relating to good delivery and fineness from time to time in effect, unless otherwise notified by the Bank to the Customer;

"Statement" means a statement sent by the Bank to the Customer pursuant to Clause 8.2;

"Telephone Instruction" means a valid instruction from the Customer to the Bank given by the use of telephone, quoting the personal identification number adopted by the Customer and accepted by the Bank;

"Top Up Margin Level" means such percentage as specified in Part C of the Consolidated Application Form or, subject to the sole and absolute discretion of the Bank, any such other percentage as the Bank may specify to the Customer from time to time;

"Total Floating Profits" means at any given time the positive amount calculated by the Bank in accordance with the following formula:

(i) the aggregate of all Floating Profits under all of each relevant Margin Trading Contract (or a portion thereof), if any;

minus

(ii) the absolute value of the aggregate of all Floating Losses under all of each relevant Margin Trading Contract (or a portion thereof), if any.

For the avoidance of doubt, the "Total Floating Profits" shall be deemed to be zero if it is a negative amount;

"Total Net Profits" or **"Total Net Losses"** means at any given time the positive amount (i.e. Total Net Profits) or negative amount (i.e. Total Net Losses) calculated by the Bank in accordance with the following formula:

(i) the aggregate of all Floating Profits and Realised Profits under all of each relevant Margin Trading Contract (or a portion thereof), if any;

minus

(ii) the aggregate of all Floating Losses and Realised Losses under all of each relevant Margin Trading Contract (or a portion thereof), if any;

"U.S. Dollar Collateral and Settlement Account" means the account opened by the Customer in the Customer's name with the Bank designated as the U.S. Dollar Collateral and Settlement Account for the purpose of the Agreement;

"U.S. Person" means a resident, citizen, green card holder or taxpayer of the United States of America, a company/ corporation incorporated in the United States of America or Persons having a United States of America address according to the Bank's record, or any agent of such person or company/ corporation;

"Withdrawal Collateral" means at any given time the amount produced by dividing the Available Position by the Leverage Ratio but subject to a maximum amount of the aggregate balance of the Collateral Accounts.

1.2 In these Terms and Conditions:

(i) references to Clauses and Schedules are to clauses of and schedules to these Terms and Conditions;

- (ii) words importing the plural include the singular and vice versa;
- (iii) headings to clauses are inserted for convenience only and shall be ignored in the interpretation of these Terms and Conditions; and
- (iv) references to (or to any specified provision of) these Terms and Conditions or any other document shall be construed as references to these Terms and Conditions, that provision or that document as in force for the time being and as amended by the Bank from time to time.

For the avoidance of doubt, the Schedule(s) form(s) part of these Terms and Conditions.

- 1.3 In these Terms and Conditions, references to doing something by electronic means include transmitting it by means of a telecommunications system (within the meaning of the Telecommunications Ordinance (Chapter 106 of the Laws of Hong Kong)) or by any other means but while in an electronic form or by publishing it on a computer network.

2. Margin Trading Limits, Available Position and Close-out

- 2.1 The Customer hereby covenants that its Gross Open Position shall at all times not exceed the lesser of:-
- (a) the product of the Leverage Ratio and the Net Collateral; and
 - (b) the Ceiling Limit.
- 2.2 The Customer hereby covenants that if at any time the Margin Level is equal to or falls below the Top Up Margin Level (a "shortfall") it shall forthwith, without notice or demand from the Bank, (i) reduce the Gross Open Position, (ii) deposit such additional moneys in any Collateral Account in accordance with the provisions of Clause 13.2 to cover the shortfall and/ or (iii) assign such other Collateral in the manner acceptable to the Bank (each such reduction, deposit or assignment, a "Margin Cover") such that the Net Collateral shall not be less than the amount equal to the Gross Open Position divided by the Leverage Ratio. The Customer shall not be permitted to use any means other than such means as specified in this Clause to cover the shortfall. For the avoidance of doubt, unless otherwise agreed in writing, the Bank shall not, and has no obligation or responsibility to, notify the Customer of any such shortfall under this Clause from time to time. It is the Customer's responsibility to monitor the operation of its account in this regard.
- 2.3 (a) Without prejudice to the provisions of Clause 2.4, the Customer shall not be permitted to enter into any new Margin Trading Contract (other than such Margin Trading Contract which the Bank, in its sole and absolute discretion, believes will have the result of reducing the Customer's Gross Open Position) between the time a shortfall shall have occurred under Clause 2.2 and the time a Margin Cover shall have been satisfied. If the Customer shall fail to satisfy any Margin Cover in accordance with Clause 2.2, it will constitute a Closeout Event pursuant to Clause 11(b).
- (b) **If at any time the Margin Level is equal to or falls below the Close-out Margin Level, the Bank will reduce the Gross Open Position in whole or in part by closing out all or any outstanding Margin Trading Contracts in accordance with Clause 12 in such manner as it may deem fit in its sole and absolute discretion without any prior or further notice.**
- (c) For the avoidance of doubt, unless otherwise agreed in writing, the Bank shall not, and has no obligation or responsibility to, notify or provide any advance warning to the Customer of any close out under this Clause or Clause 12 from time to time. It is the Customer's responsibility to monitor the operation of the Customer's account in this regard.
- (d) The Bank's right, pursuant to sub-clause (a) or (b), to close out the outstanding Margin Trading Contracts shall not be prejudiced or otherwise limited or lost even where, before the exercise of that right, the Margin Level once again exceeds the Close-out Margin Level or the Customer satisfies the unsatisfied Margin Cover.
- 2.4 The Bank may, in its sole and absolute discretion, refuse to permit the Customer to enter into any new Margin Trading Contract if:
- (a) the Available Position is zero or below; or

- (b) if the Available Position exceeds zero, it is less than the Dollar Countervalue of the new Margin Trading Contract; or
- (c) the Bank has any other reasonable grounds for doing so.

For the avoidance of doubt, where the Bank in its sole and absolute discretion permits the Customer to enter into any new Margin Trading Contract (i) at a time when the Available Position is less than the Dollar Countervalue of that Margin Trading Contract or (ii) which would cause the Available Position to fall to zero or below, it shall not constitute a waiver of any of the Bank's rights under the Agreement or these Terms and Conditions.

3. Accounts

- 3.1 The Customer requests the Bank to open and maintain the Accounts and/or such other account(s) which may be required by the Bank for the purposes of the Agreement.
- 3.2 The Bank shall be entitled to prescribe the minimum deposit amount and the Currency in which it shall be denominated in respect of the opening and maintaining of the Accounts and/or such other account(s) referred to in Clause 3.1. Such minimum deposit amount may be adjusted by the Bank at any time without any prior notice to the Customer.

4. Availability

- 4.1 (a) Each FX Contract shall be non-deliverable and shall be denominated in Currencies which the Bank nominates as being Currencies which may be traded under the Agreement in any foreign exchange market at or about the time such FX Contract is entered into ("**FX Tradable Currency**") and the Bank shall be entitled to nominate from time to time any pair of such FX Tradable Currencies as a tradable currency pair ("**FX Tradable Currency Pair**") on such basis, in the Bank's absolute discretion, as the Bank shall think fit. In the event that the Bank, in its sole and absolute discretion, determines that any FX Tradable Currency or FX Tradable Currency Pair (as the case may be) is no longer a FX Tradable Currency or FX Tradable Currency Pair (as the case may be) or if any FX Tradable Currency ceases, or is, in the sole opinion of the Bank, likely to cease to be freely tradable on any foreign exchange market, the Bank may take or require the Customer to take such action as the Bank, in its sole and absolute discretion, thinks fit or requires. Without limiting the generality of the Bank's powers and rights under this Clause, such action may include the Bank closing any open FX Contract and/or redenominating any FX Contract in or relating to such FX Tradable Currency to a different Currency or Currencies whether by way of novation or amendment (in each case, at such time(s) and on such terms as the Bank thinks fit).
 - (b) Each Precious Metal Contract shall be non-deliverable and shall be denominated in such Currency which the Bank nominates as being the Currency which may be traded under the Agreement in any relevant market of the relevant Precious Metal at or about the time such Precious Metal Contract is entered into ("**Precious Metal Tradable Currency**"). In the event that the Bank, in its sole and absolute discretion, determines that any Precious Metal Tradable Currency is no longer a Precious Metal Tradable Currency or if any Precious Metal Tradable Currency ceases, or is, in the sole opinion of the Bank, likely to cease to be freely tradable on the relevant market for the relevant Precious Metal, the Bank may take or require the Customer to take such action as the Bank, in its sole and absolute discretion, thinks fit or requires. Without limiting the generality of the Bank's powers and rights under this Clause, such action may include the Bank closing any open Precious Metal Contract and/or redenominating any Precious Metal Contract in or relating to such Precious Metal Tradable Currency to a different Currency or Currencies whether by way of novation or amendment (in each case, at such time(s) and on such terms as the Bank thinks fit).
- 4.2 The Bank undertakes to use its commercially reasonable efforts and take all commercially reasonable steps to execute the orders of the Customer in accordance with the Customer's instructions. Without limiting the generality of the Bank's powers and rights under this Clause, instructions of the Customer will be executed by the Bank on the day the instruction is given if (i) it is given within such hours and on such trading day as the Bank may prescribe and (ii) at the time of execution, the Customer has provided sufficient funds and satisfied the Customer's obligations under the Agreement. Notwithstanding that the Customer has satisfied the Customer's obligations under the Agreement, the Bank shall have the sole and absolute discretion as to whether to accept or reject any instruction given by the Customer in respect of Margin Trading Contracts and/or impose any restrictions on the size of

the Margin Trading Contracts and shall not be obliged to enter into any Margin Trading Contract (in full or in part). If at the time of execution, no fund is received by the Bank or the funds received by the Bank is insufficient to execute the order, or if in the Bank's opinion, the market conditions change abruptly and/or the relevant foreign exchange market and/or market for the relevant Precious Metal is suspended or otherwise forbids the trading of the relevant foreign exchange and/or relevant Precious Metal, the Bank may not be able to execute the order of the Customer.

- 4.3 Without prejudice to the provisions of Clause 4.2, no Margin Trading Contracts shall be entered into until the Bank shall have first received such documents and/or collateral security as may from time to time be required by the Bank pursuant to, or for the purposes of, the Agreement and, in the case where the Customer is a company, such documents including (without limitation) a copy of the resolutions of the board of directors of such Customer in a manner acceptable to the Bank.
- 4.4 The Bank shall be entitled, from time to time, to specify and notify to the Customer orally or in writing such trading days and hours during which the Bank may accept the Customer's instructions pursuant to the Agreement.

5. Margin Requirements

- 5.1 Without prejudice to the provisions of Clause 3.2, the Customer shall deposit to the Collateral Accounts in accordance with the provisions of Clause 13.2 the Collateral in immediately available funds of such amount as may be determined by the Bank and/or assign such other Collateral to the Bank in the manner acceptable to the Bank, prior to the first Margin Trading Contract being entered into. Any Collateral deposited in the relevant Collateral Account shall bear interest at such rate as may be determined by the Bank and interest shall be credited to the relevant Collateral Account at such intervals as the Bank may decide. For the avoidance of doubt, any interest credited into the Collateral Accounts shall be deemed to be part of the Collateral.
- 5.2 Without prejudiced to any terms in these Terms and Conditions, the Bank may (but is not obliged to) in its sole and absolute discretion at any time for any reason (including, without limitation, where the Bank determines that adverse and/or abnormal market conditions exist in the relevant foreign exchange and/or precious metal(s) market(s) and/or that the Customer has or is likely to make substantial losses in respect of the Customer's foreign exchange and/or precious metal trading hereunder) orally or in writing request the Customer to deposit additional moneys in the Collateral Accounts in accordance with the provisions of Clause 13.2 and/or assign such other Collateral to the Bank in the manner acceptable to the Bank in such amount and at such time as the Bank may think fit.

6. Security

- 6.1 The Customer, as security for the performance of its obligations hereunder, charges to the Bank by way of first fixed charge and assigns to the Bank, with full title guarantee, the Collateral.
- 6.2 A certificate of balance signed by any duly authorised officer of the Bank shall be conclusive evidence against the Customer of the amount of the Secured Moneys owing at any time.
- 6.3 No amount from the Collateral Accounts shall be released to, withdrawn or otherwise dealt with by, the Customer without the consent of the Bank which shall be given upon the Bank having been satisfied that the amount proposed to be released, withdrawn or dealt with shall be equal to or less than the Withdrawal Collateral at the relevant time.
- 6.4 The security constituted by the Agreement is a continuing security and is in addition to, shall not be affected by and may be enforced notwithstanding the existence of any other security now or subsequently held by the Bank. Any restriction on the right of consolidating security shall not apply to this security. If a Close-out Event occurs, the Bank shall be entitled to enforce this security and may without demand notice, legal process or any other action with respect to the Customer, retain or apply the whole or any part of the Collateral Accounts, the Designated Account(s) and/or any credit balance in any Currency on any other account of the Customer with the Bank, whether in the name of the Customer or in the names of the Customer and any other person(s), and/or any other Collateral, in or towards satisfaction of the Secured Moneys and the Bank shall not be liable for any loss arising out of such retention or application. For this purpose, the Bank is hereby irrevocably authorised by the Customer to purchase with the moneys standing to the credit of such account(s), such other Currencies as may be necessary to effect such application at the Currency Exchange Rate.

- 6.5 If the Customer has failed to pay any of the Secured Moneys when due or is in default or is unable or admits to being unable to pay the Secured Moneys, the Bank may, at any time and without notice to the Customer, combine or consolidate the Collateral Accounts, the Designated Account(s) and/or any account(s) of the Customer, whether or not subject to notice, and set off or transfer any moneys standing to the credit of such account(s) in or towards satisfaction of the Secured Moneys. Where any such combination, consolidation, set off or transfer requires the conversion of one Currency into another, such conversion shall be effected at the Currency Exchange Rate.
- 6.6 Without prejudice to any other right or remedies of the Bank, the Bank is hereby irrevocably authorised by the Customer to exercise a lien over all property of the Customer from time to time in the possession or control of the Bank for custody or any other reason, and whether or not in the ordinary course of banking business, with power for the Bank to sell such property to satisfy all or any of the Customer's obligations to the Bank under the Agreement.
- 6.7 The Customer shall indemnify and keep indemnified the Bank on demand against any and all claims, losses, costs, charges, expenses and/or damages incurred by the Bank as a consequence of any failure or delay by the Customer to perform any of the Customer's obligations pursuant to the Agreement and/or the Bank's rights hereunder (including, without limitation, legal fees and other costs and expenses which are of reasonable amounts and reasonably incurred).
- 6.8 If any moneys paid to the Bank in respect of the Secured Moneys, or otherwise under the Agreement, are required to be repaid by virtue of any law relating to insolvency, bankruptcy or dissolution or for any other reason, the Bank shall be entitled to enforce the Agreement as if such moneys had not been paid.
- 6.9 If the Customer creates or purports to create any security (whether fixed or floating) over the Collateral and/or Collateral Accounts or any part of it or if any person levies or attempts to levy any form of process against the Collateral and/or Collateral Accounts or any part of it, the charge created by the Agreement, to the extent that it may be a floating charge, shall automatically and without notice operate as a fixed charge instantly when such event occurs.
- 6.10 The Customer hereby irrevocably authorises the Bank in the name of the Customer and on behalf and as the act of the Customer or otherwise, without reference to or consent from the Customer, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers hereby conferred on the Bank and its rights under the Agreement as it may consider expedient in connection with the exercise of such powers and rights. The Customer shall, at the request of the Bank, execute such documents and perform such acts as the Bank may consider expedient in connection with the exercise of its powers and rights under the Agreement.
- 6.11 Any money paid to the Bank in respect of the Secured Moneys may be applied in or towards satisfaction of the same or placed to the credit of such account as the Bank may determine with a view to preserving its rights to prove for the whole of the Secured Moneys.
- 6.12 The Bank may, at any time, continue any existing account and open any new account in the name of the Customer and no subsequent transactions, receipts or payments involving such new accounts shall affect the liability of the Customer.

7. Nature of the Agreement and Margin Trading Contracts

- 7.1 All payment obligations that would or might otherwise arise in respect of each Margin Trading Contract shall be discharged by payment on the relevant Settlement Date of the payments (if any) to be made under Clause 9 or (as the case may be) Clause 12.
- 7.2 Each Margin Trading Contract shall be constituted and governed by the Agreement, the Consolidated Application Form, the Advice relating to such Margin Trading Contract and these Terms and Conditions. Each Advice shall supplement and form part of the Agreement and shall be read and construed as one with the Agreement, the Consolidated Application Form, these Terms and Conditions and with each other Advice, so that the Agreement, the Consolidated Application Form, these Terms and Conditions, and all Advices, schedules and amendments hereto constitute a single agreement between the parties hereto and references to the Agreement shall be deemed to incorporate the Agreement, the Consolidated Application Form, these Terms and Conditions and all Advices, schedules and amendments hereto. The parties acknowledge that all Margin Trading Contracts are entered into in reliance upon such fact, it being understood that the parties would not otherwise enter into any Margin Trading Contract.

7.3 The Customer represents and warrants to the Bank that:-

- (i) it has the power to execute, deliver and perform the Agreement;
- (ii) the Agreement has been duly authorised, executed and delivered by it, does not contravene any contractual restriction binding on it and constitutes its valid and legally binding obligations;
- (iii) all authorisations of, exemptions by and filings with any government or other authority that are required to be obtained or made by it in connection with the Agreement have been duly obtained or made and are in full force and effect;
- (iv) no Close-out Event, or event which, with notices or lapse of time or both, would constitute a Close-out Event has occurred and is continuing with respect to it;
- (v) it acts as principal in entering into and exercising each and every Margin Trading Contract;
- (vi) all information provided in the Consolidated Application Form is true and accurate in all respects;
and
- (vii) the Customer is not a Restricted Person.

These representations and warranties shall for all purposes be deemed to be repeated on each day throughout the term of the Agreement.

8. Records

- 8.1 The Bank will maintain a separate record in the name of the Customer for each trading day as the Bank may prescribe and for the amount of Currency and/or Precious Metal bought or sold under a Margin Trading Contract within that trading day. In respect of a Telephone Instruction received by the Bank and as soon as practicable after an offer for a Margin Trading Contract has been made by the Customer, any Margin Trading Contract is entered into and/or the Bank has effected any transfer of funds between the Collateral Accounts, Designated Accounts and/or such other account(s) as are opened and maintained pursuant to Clause 3.1, the Bank will send to the Customer an Advice. The Advice shall be deemed and treated for all purposes as having been accepted by the Customer as correct except to the extent that subject to Clause 8.4, the Customer notifies the Bank in writing of any alleged error or omission within 7 calendar days after the day on which such Advice is deemed by Clause 20 to have been received by the Customer or such other period as may be specified by the Bank in such Advice or the Bank notifies the Customer of an error. The Bank's records shall, in all other respects, be conclusive.
- 8.2 The Bank will send the Customer Statements at regular intervals showing the relevant entries in the Bank's records relating to the Margin Trading Account, Collateral Accounts and the Designated Accounts as at the end of the day as of which the relevant Statement is prepared, including any Rollover Interest referred to in Clause 10. The Statements can be sent or delivered by the Bank to the Customer either personally, by post, facsimile transmission, or to the extent permitted by legislation, by electronic means.
- 8.3 Without prejudice to the provisions of Clause 8.1, each Statement shall be accepted by the Customer as correct except to the extent that subject to Clause 8.4, the Customer notifies the Bank in writing of any alleged error or omission within 90 calendar days after the day on which the relevant Statement is deemed by Clause 20 to have been received by the Customer or the Bank notifies the Customer of an error. The Bank's records shall, in all other respect, be conclusive.
- 8.4 Any alleged error, omission or complaint made by the Customer against the Bank shall be made and processed in accordance with and subject to the complaints procedures stipulated by the Bank from time to time.

9. Netting and Settlement of Contract

- 9.1 The terms of a Margin Trading Contract will be fixed at the time of entry into the contract ("**Principal Contract**") but settlement of such Margin Trading Contract will be deferred until either: (i) the Customer has given a valid instruction to the Bank to fully or partly set-off such Principal Contract by another Margin Trading Contract with the same Currencies (in respect of a FX Contract) or the same

Currency and Precious Metal (in respect of a Precious Metal Contract) but with the opposite position ("**Square Contract**") or (ii) such Margin Trading Contract has been closed out by the Bank or (as the case may be) the Customer under these Terms and Conditions.

- 9.2 Upon acceptance of a valid instruction by the Bank to fully or partly set-off a Principal Contract by a Square Contract:-
- (a) if such Square Contract can set-off the entire Principal Contract, the Principal Contract and Square Contract will be netted and the Bank will determine the Settlement Value in respect of the Principal Contract and Square Contract;
 - (b) if the Square Contract can only set-off a portion of the Principal Contract, such portion of the Principal Contract that can be set-off by the Square Contract will be netted and the Bank will determine the Settlement Value in relation to such portion of the Principal Contract that can be set-off by the Square Contract and the Square Contract. After netting, such portion of the Principal Contract that can be set-off by the Square Contract and the Square Contract will be discharged but the remaining portion of the Principal Contract will remain in full force and effect; and/or
 - (c) the Bank may in its sole and absolute discretion decide to defer netting.
- 9.3 Subject to Clauses 9, 10, 12, 13, 14 and 15, on each Settlement Date in respect of any Principal Contract (or a portion thereof) that has been set-off by a Square Contract:-
- (a) if the Settlement Value of such Principal Contract (or such portion thereof) and such Square Contract is a negative number, the Customer shall pay to the Bank an amount equal to the absolute value of such Settlement Value on the Settlement Date and the Bank is hereby authorised to debit the U.S. Dollar Collateral and Settlement Account with such amount; and
 - (b) if the Settlement Value of such Principal Contract (or such portion thereof) and such Square Contract is a positive number, the Bank shall pay to the Customer an amount equal to such Settlement Value on the Settlement Date and the Bank will credit the U.S. Dollar Collateral and Settlement Account with such amount.
- 9.4 For the purpose of the Agreement, the Bank is irrevocably authorised to convert (i) all other Currencies into U.S. Dollars or such other Currencies as may be determined by the Bank at the Currency Exchange Rate; and/or (ii) per fine ounce or one unit (according to the market practice) of Precious Metal into U.S. Dollars or such other Currencies as may be determined by the Bank at the Exchange Rate.

10. Roll-Over interest on Margin Trading Contracts

In respect of each Margin Trading Contract (or a portion thereof) which has not been discharged and for which no Settlement Value has been determined, or which has not been closed out by the Bank or (as the case may be) the Customer under these Terms and Conditions, the Bank or (as the case may be) the Customer shall be liable to pay interest to the other party ("**Roll-over Interest**") in respect of the Precious Metal/Currency which is sold by it under the relevant Margin Trading Contract (or a portion thereof). The Roll-over Interest shall be calculated from a date notified to the Customer by the Bank to the date the Margin Trading Contract (or a portion thereof) is discharged, terminated or closed-out on a daily basis in accordance with the prevailing market practice by the Bank at such rate as may be determined by the Bank and payable at such intervals as determined by the Bank. The Bank shall not be responsible for the time it may take to clear the payment of any Roll-over Interest.

11. Close-out Events

Each of the following shall be a Close-out Event:-

- (a) The Customer does not, for any reason, make a payment due from the Customer under the Agreement or any Margin Trading Contract when due (including, without limitation, any payment of moneys as Collateral).

- (b) The Customer defaults in the due performance of, or compliance with, any of the Customer's obligations or undertakings to the Bank under the Agreement or any Margin Trading Contract (including payment obligations and obligations to satisfy the Margin Cover in accordance with Clause 2.2).
- (c) The Margin Level is equal to or falls below the Close-Out Margin Level.
- (d) Any representation or warranty made by the Customer in the Agreement, the Consolidated Application Form, or any Margin Trading Contract, or in any statement or information supplied in connection with the Agreement of the Consolidated Application Form is or becomes incorrect, false or misleading.
- (e) The Customer is or is deemed, or the Customer declares or admits in writing that the Customer is, unable to pay the Customer's debts as they fall due, or makes a general assignment for the benefit of, or an arrangement or composition with, the Customer's creditors; or an encumbrancer takes possession or a receiver or similar offices is appointed of all or part of the assets or undertaking of the Customer.
- (f) The Customer is subject to any proceedings in or analogous to insolvency, bankruptcy or liquidation or if any legal process is applied for, levied or enforced against all or a material part of the Customer's assets and, in the case of a Customer other than a Customer that is a company, shall include such Customer's death.
- (g) An attachment is levied against any of the account(s) which the Customer has with the Bank, any money owed by the Bank to the Customer or any assets held by the Bank on behalf of the Customer.
- (h) Any indebtedness of the Customer is not paid when due or within any applicable grace period or (by reason of a default, event of default, event of acceleration or the like, however described) is declared or rendered or otherwise becomes due before its scheduled due date.
- (i) The Bank in good faith deems it advisable for the Bank's protection to close out all or any Margin Trading Contracts of the Customer.
- (j) The Bank in its reasonable opinion determines that an event, series of events or circumstances have occurred which might have a material adverse effect on the ability of the Customer to perform or comply with its obligations under the Agreement.
- (k) The Bank closes any Collateral Account or any other trading account of the Customer by exercising any of its right or power under any contract with the Customer.
- (l) The Customer being or becoming a Restricted Person.

12. The Close-out Amount

- 12.1 On the occurrence of a Close-out Event, the Bank shall have the right, but not the obligation, to close out all or any Margin Trading Contracts and in respect of such Margin Trading Contract(s) that are closed-out pursuant to this Clause, instead of the parties being obliged to make further payments under Clause 9, if:
- (a) the Close-out Amount is determined to be payable by the Customer to the Bank, the Customer shall on demand pay to the Bank the Close-out Amount; or
 - (b) the Close-out Amount is determined to be payable by the Bank to the Customer, the Bank shall pay to the Customer the Close-out Amount as soon as practicable.
- 12.2 The Bank shall have the right, but not the obligation, to close out all or any Margin Trading Contracts of the Customer on such terms and at such time as the Bank may in its sole and absolute discretion deem fit by reference to the prevailing Exchange Rate, Currency Exchange Rate and/or such other market rate as the Bank considers appropriate and, in respect of the relevant Currency, calculated on such day-year basis as is the Bank's practice for the Currency concerned, and determine the Close-out Amount in respect of such Margin Trading Contract(s) accordingly. The Bank shall also have the right, but not the obligation, to close the Margin Trading Account.
- 12.3 A certificate by the Bank of the Close-out Amount shall be conclusive and binding on the Customer, save for manifest error.

13. Payments and Charges

- 13.1 All payments due to be made by the Customer under Clause 9, Clause 10 and/or Clause 12 shall be made in immediately available funds at the relevant time on the relevant date by the Customer transferring the relevant amount from a Designated Account or, where permitted under the Agreement, any of the Collateral Accounts other than the U.S. Dollar Collateral and Settlement Account to the U.S. Dollar Collateral and Settlement Account (or at the Bank's sole and absolute discretion from a direct payment from another source into that account, but such payment shall not be treated as received unless it is in immediately available funds, and the Bank shall not be responsible for the time it may take to clear the payment and make them available for debit from the U.S. Dollar Collateral and Settlement Account). The Bank is irrevocably authorised by the Customer but is not obliged to debit the U.S. Dollar Collateral and Settlement Account with such amount, and no payment is effective unless and until the Bank actually receives the payment in the U.S. Dollar Collateral and Settlement Account. Where there are insufficient immediately available funds in the U.S. Dollar Collateral and Settlement Account, the Bank is irrevocably authorised by the Customer but is not obliged to transfer such amount from the other Collateral Account or Designated Account to the U.S. Dollar Collateral and Settlement Account to effect the payment hereunder and unless and until the Bank has received the payment in the U.S. Dollar Collateral and Settlement Account, the Customer shall not have fulfilled its obligation hereunder.
- 13.2 All payments to be made by the Customer under the Agreement to any Collateral Account shall be made by requesting the Bank to transfer such sum from any Designated Account to such Collateral Account and the Bank may, in its sole and absolute discretion, accept payments to be made direct into such Collateral Account but such payments shall not be treated as received unless they are in immediately available funds and the Bank shall not be responsible for the time it may take to clear the payments and make them available for use by the Customer for the purpose of the Agreement.
- 13.3 The Customer shall be solely liable for any taxes or duties (if any) payable on or in respect of the Margin Trading Services, any of the Accounts or any of the transactions thereunder or the assets or property held therein or for any diminution in the value of such assets or property. All payments to be made by the Customer to the Bank under the Agreement and/or these Terms and Conditions shall be made to the Bank as specified by the Bank without any set-off, counterclaim or condition and free and clear of all present and future taxes, deductions or withholdings of any nature whatsoever. If at any time the Customer is required to make any deduction or withholding for or on account of tax or otherwise from any payment to the Bank, the sum due from the Customer in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which the Bank would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the Customer to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The Customer shall jointly and severally indemnify the Bank against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of the Customer to make any such deduction or withholding or to effect payment of such deduction or withholding to the relevant authority within the applicable time limit or by reason of any increased payment not being made on the due date for such payment. Upon request of the Bank, the Customer shall jointly and severally and promptly deliver to the Bank evidence satisfactory to the Bank that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority. Any fee or charge (if any) referred to in these Terms and Conditions is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the Customer at the same time as it pays the relevant fee or charge.
- 13.4 Without prejudice to Clause 6.8, no payment to the Bank under the Agreement pursuant to any judgment or order of any court or otherwise shall operate to discharge the obligations of the Customer under the Agreement unless and until payment in full shall have been received by the Bank in the Currency in which such payment was due ("**currency of obligation**") and to the extent that the amount of such payment shall on actual conversion into the currency of obligation at the Currency Exchange Rate fall short of the amount due in the currency of obligation, the Bank shall have a separate cause of action against the Customer for the recovery of such sum as shall, after conversion into the currency of obligation, be equal to the amount of the shortfall.
- 13.5 The Bank reserves the rights to require the Customer to pay fees, charges and/or commission in relation to the Margin Trading Services and/or the Margin Trading Contracts and to revise such fees, charges and/or commission upon giving not less than 30 days' written notice to the Customer specifying the

amount of the applicable fees, charges and/or commission provided that, where any revision of fees, charges and/or commission is beyond the Bank's control (for example, due to the imposition and/or change of law, regulations and/or government orders), the Bank will give such notice to the Customer as soon as practicable in the circumstances.

14. Interest on overdue sums

Any amount not paid under the Agreement when due to the Bank (including, without limitation, the Close-out Amount) shall bear interest (both before and after judgment), payable on demand and in the same Currency as the relevant amount, at such interest rate as the Bank reasonably determines (computed on a daily basis) according to the market practice for such Currency for the period beginning on the date on or as of which it becomes due under the Agreement and ending on the date on which it is paid. Any such interest which is not paid on demand shall bear interest on a simple basis daily and the Bank shall be entitled to compound such interest from time to time at its sole and absolute discretion.

15. Customer's Instructions

- 15.1 The Customer may give instructions to the Bank on such trading day and during such hours as the Bank may specify in accordance with Clause 4.4, specifying the date, amount, Currencies/Currency and the Precious Metal of the proposed Margin Trading Contract. The Bank may rely on Telephone Instructions given for that purpose or otherwise in relation to the Agreement, including without limitation, Telephone Instructions for the transfer of funds to and from the Designated Account(s) or between Collateral Accounts. Any Telephone Instructions and/or Online Instructions which the Bank believes in good faith to have been given by the Customer shall be irrevocable and binding on the Customer. The Bank shall have no duty to verify the identity of the person giving the Telephone Instructions and/or Online Instructions or the authenticity of any Telephone Instructions and/or Online Instructions. The Customer shall keep the Customer's personal identification number secured and recognises and accepts that the risk of any misunderstanding or error or the risk of any unauthorised instructions shall be borne by the Customer. The Bank shall incur no liability to the Customer or otherwise, and the Customer shall indemnify the Bank for, and hold it harmless against, any and all costs, charges, claims, damages, losses and/or expenses (including, without limitation, legal fees and other costs and expenses which are of reasonable amounts and reasonably incurred), arising from or in connection with the Bank acting or omitting to act pursuant to instructions which the Bank believes it may rely on (except to the extent of the Bank's gross negligence, fraud or willful default). If the Customer shall fail to provide such identification evidence in such manner as may be acceptable to the Bank, the Bank shall be entitled to, without prejudice to its rights hereunder, suspend the service it provides pursuant to the Agreement. For the avoidance of doubt, the Bank shall have no liability in respect of any such suspension or any consequences thereof.
- 15.2 Any Margin Trading Contract entered into by the Bank with the Customer shall be promptly confirmed by the Bank in writing in the form of an Advice provided, however, that in the event of any discrepancy between the original instruction and the Advice, the Bank's record of the original instruction shall prevail unless and until the contrary is established. The Bank may, and the Customer hereby expressly authorises the Bank to, tape record or otherwise record all Telephone Instructions and/or Online Instructions given by the Customer. The Customer expressly agrees that should a dispute arise at any time in relation to the content of such Telephone Instructions and/or Online Instructions, then that tape recording, or one such record, or a transcript of the same certified as being a true transcript by an officer of the Bank, shall be conclusive evidence as between the Bank and the Customer as to the contents and nature of such Telephone Instructions and/or Online Instructions given unless and until the contrary is established and may be used as evidence in such dispute.
- 15.3 If and to the extent that the terms of a Margin Trading Contract, any Advice thereof issued by the Bank, any Statement or either party's accounting or other records are or purport to be inconsistent with these Terms and Conditions and the Agreement, these Terms and Conditions and the Agreement shall prevail.
- 15.4 The actual bid and offer prices of any Margin Trading Contract will be determined at the time when such Margin Trading Contract is effected. Any figures which may have been quoted by the Bank or its representatives at any time for the purpose of the Margin Trading Contract are for indication only and the Bank is authorised to effect such Margin Trading Contract at the price prevailing in the relevant foreign exchange and/ or precious metal market at the time when such Margin Trading Contract is in effect. For the avoidance of doubt, the Customer accepts that the Bank shall not be liable for any loss suffered by the Customer in the case of any misquotation of price by the Bank.

- 15.5 Subject to Clause 4, if the Customer places an order with the Bank to buy or sell a specific quantity of Currency or Precious Metal at a specified price, such order to be executed within a specified time period, the Bank shall endeavour to execute the order provided that the relevant quantity of Currency or Precious Metal becomes available at such price but shall not otherwise be liable to execute such an order.
- 15.6 The Customer acknowledges its receipt, understanding and acceptance of the terms of the Risk Disclosure Statement given to the Customer in connection with the Agreement in Schedule I.
- 15.7 The Bank shall have no responsibility or liability of any kind for any claims, losses, costs, charges, expenses (including legal expenses) and/or damages whatsoever incurred by the Customer as a result of and to the extent of (i) any delay in or failure to transmit funds for reasons beyond the Bank's control, including, without limitation, the non-availability of Currencies and/or Precious Metal, or (ii) the Bank's failure (whether total or partial) promptly to execute orders placed with it or to transact business or otherwise operate in the manner contemplated by the Agreement for reasons beyond its control, including, without limitation, exchange control or other government restrictions or regulations, exchange or market rulings or suspension of trading, any act of force majeure, war, any breakdown or failure of transmission, communication or computer facilities, postal or other strikes or similar industrial action and the failure of any exchange, market or clearing house or the failure of any person or party to perform any of its obligations arising out of any transaction to which the terms of the Agreement apply or any default by any such party or person.
- 15.8 If the Customer comprises more than one person, the liability of the Customer under the Agreement shall be the joint and several liability of all such persons and the Bank is entitled to credit the Collateral Account with moneys received or collected for the credit of any account holder and any Close-out Event shall be deemed to have occurred on the Customer if it has occurred in respect of any one or more of such persons. In the event of the death or bankruptcy of any such person, the obligations of each other person(s) comprising the Customer in respect of the Agreement existing at such time shall continue in full force and effect and the Bank shall be entitled to rely on the instructions of such other person(s) and, subject to compliance with the Estate Duty Ordinance, the Bank shall, on the death of any such person, hold any credit balance on the Collateral Account to the order of the survivor(s). Each of the persons comprising the Customer agrees and consents to be bound by the Agreement, notwithstanding that the Agreement may be invalid or unenforceable against any one or more of such other persons.
- 15.9 Where any conditional order made by a Customer incorporates a time limit, that time limit shall be of the essence, and the Bank shall not execute or otherwise act on that order after the time limit has passed, regardless of the prevailing or likely market conditions, and shall for the avoidance of doubt have no liability whatsoever for not effecting such execution or otherwise acting in respect of that order.

16. Termination

- 16.1 (a) The Bank reserves its right to suspend or terminate the Margin Trading Services, close any or all Accounts, cancel any pending instructions or Margin Trading Contract(s) and/or close out any or all Margin Trading Contract(s) at any time without giving any notice and reason.
- (b) The Customer may terminate the Margin Trading Services or close any or all Accounts by contacting the Bank during service hours.
- 16.2 Without prejudice to the generality of Clause 16.1, the Bank may terminate the Agreement, the Margin Trading Services and/or close any or all Accounts at any time by giving not less than 30 days' notice in writing to the Customer, unless such notice period would expose the Bank to further financial risk, be impermissible under Applicable Rules, or otherwise be unacceptable to the Bank. The Customer is required to ensure that there are no pending instructions or outstanding Margin Trading Contract at the end of the notice period.
- 16.3 Without prejudice to the generality of Clause 16.1 and notwithstanding Clause 16.2, the Bank may suspend or terminate the Agreement and/or the Margin Trading Services and/or close any or all of the Accounts and/or cancel any pending instruction at any time without giving notice:
- (a) upon the occurrence of a Close-out Event; or
- (b) if the Margin Trading Account is suspected of being used for illegal activities or if there is any change of law which prohibits or renders illegal the maintenance or operation of the Margin Trading Account and/or the Agreement and/or the provision of the Margin Trading Services by the Bank or any part thereof; or

- (c) if the Customer fails to execute or re-execute (as the case may be) within such time as requested by the Bank such further document(s) which may be required by the Bank as the Bank in its sole and absolute discretion thinks necessary whether for the Bank's administrative purpose or as a result of the revision of documentation relating to the Margin Trading Account and/or the Agreement and/or the Margin Trading Services and a final 24-hour notice requiring the Customer's execution or reexecution of such document(s) has been served on the Customer and expired; or
 - (d) if the Customer commits any breach of or fails to observe any obligations under the Agreement which, in the sole opinion of the Bank, amounts to a material default on the part of the Customer.
- 16.4 The termination of the Agreement and/or the Margin Trading Services shall not affect the Bank's rights against the Customer in respect of any obligations of the Customer hereunder prior to termination. Upon termination of the Agreement and/or the Margin Trading Services, the Collateral Accounts and the Margin Trading Account may be closed in such manner as the Bank may in its sole and absolute discretion prescribe.
- 16.5 Clauses 6.7, 6.8, 13.4, 14, 15, 17 to 22 shall survive termination of the Agreement and/or Margin Trading Services.

17. Indemnification

- 17.1 The Customer agrees to indemnify and keep indemnified the Bank on demand against any and all claims, losses, costs, charges, expenses and/or damages (including, without limitation, legal fees and other costs and expenses which are of reasonable amounts and reasonably incurred) incurred by the Bank arising out of, or directly or indirectly resulting from the Agreement, the Customer's use of the Margin Trading Services and/or the Margin Trading Account including any of the following, unless it results from any gross negligence, fraud or willful default on the part of the Bank:
- (a) any instructions (including without limitation, Telephone Instruction and Online Instruction) entered or transaction effected for or carried in the any Account (whether or not authorised by the Customer unless any such unauthorized instruction arises from the default or negligence on the part of the Bank or its employees or agent);
 - (b) any failure to perform the Customer's obligations hereunder, including without limitation any failure to meet any Margin Cover or to comply with any limit or restriction imposed by the Customer or by the Bank in respect of the Margin Trading Account or any trading under or the use of the Margin Trading Services, or to pay any amount due to the Bank;
 - (c) any false or misleading statement or representation made by the Customer;
 - (d) any failure by the Customer to timely update or notify the Bank of any material change in information the Customer has provided to the Bank pursuant to these Terms and Conditions;
 - (e) any representation or warranty made by the Customer being or becoming untrue or incorrect;
 - (f) the Customer being or becoming a Restricted Person;
 - (g) any act or omission by the Customer with respect to any Account; or
 - (h) any failure by the Customer to comply with any Applicable Rules or the policies of the Bank.
- 17.2 The Customer also agrees to pay promptly to the Bank all damages, costs and expenses, including legal fees, incurred by the Bank in the enforcement of any of the provisions of Agreement and/or these Terms and Conditions and any related agreements between the Bank and the Customer.
- 17.3 The Bank is entitled to withhold, retain or deduct such portion from the Customer's Accounts as it determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 17. This indemnity shall continue notwithstanding the closure of Accounts or the termination of the Agreement and/or these Terms and Conditions.

18. Assignment

The Customer may not transfer or assign all or any of the Customer's rights or obligations under the Agreement or create or grant any security on or over any such rights, nor shall any of such rights or obligations be capable of assignment or transfer or having security created over them, except with the prior written consent of the Bank. The Bank may assign any of its rights under the Agreement by giving 30 days' notice to the Customer but without the Customer's consent.

19. Miscellaneous

- 19.1 No indulgence or concession granted by the Bank (including, without limitation, the performance of any Margin Trading Contract or any other foreign exchange and/or precious metal business at a time when any of the Close-out Events has occurred and is subsisting) and no omission or delay on the part of the Bank in exercising any right, power and/or privilege hereunder (including, without limitation, any failure or delay by the Bank in making a margin request for additional Collateral) shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power and/or privilege preclude any other or future exercise thereof or the exercise of any other right, power and/or privilege. The rights, privileges and remedies of the Bank provided in these Terms and Conditions are cumulative and not exclusive of any other powers, rights, privileges or remedies which the Bank may have at law or otherwise.
- 19.2 Where, pursuant to these Terms and Conditions, a calculation or determination is required to be made by the Bank or where the Bank is entitled to use its discretion in any matter, then such calculation, determination and/or use of discretion by the Bank shall be conclusive and binding on the Customer (save where such calculations or determinations are made in manifest error or where otherwise provided in these Terms and Conditions).
- 19.3 Without prejudice to anything in the Agreement and these Terms and Conditions, the Bank is authorised by the Customer and may, but shall not be obliged to, contact the Customer from time to time to notify the Customer of information and details relating to foreign exchange and/or precious metal transactions effected by the Customer and to foreign exchange and/or precious metals generally and such other information as the Bank may prescribe. Information notified to the Customer are for reference only and shall not under any circumstances be taken as conclusive evidence of the matters to which it relates. The Bank shall not assume any liability or responsibility for any delay in notifying the Customer of any information, or for any error, misquotation or inaccuracy in such information unless it results from any gross negligence, fraud or willful default on the part of the Bank. Information comprising commentaries, financial information and other data are not intended as investment advice or for trading or other purposes. They may be provided to the Bank by other persons or compiled by the Bank from information and materials provided by other persons. The Bank does not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any commentaries, financial information or data (except those contained in the relevant leaflet, Service Guide for the Margin Trading Services and these Terms and Conditions) or whether it is fit for any purpose unless it results from any gross negligence, fraud or willful default on the part of the Bank. The Bank does not assume any liability (whether in tort or contract or otherwise) for any reliance on any commentaries, information or data by the Customer or any other person.
- 19.4 Each provision of these Terms and Conditions is severable and, if any provision is or becomes invalid or contravenes any applicable laws, rules or regulations, the remaining provisions will not be affected.
- 19.5 The Customer undertakes to inform the Bank as soon as possible of any difficulty in repaying any amount or meeting any payment which may be owing by the Customer to the Bank pursuant to or otherwise arising from the Agreement.
- 19.6 The Bank may appoint any person as its agent to collect any or all indebtedness owed by the Customer to the Bank and the Customer shall be responsible for all costs and expenses (including, without limitation, legal fees) which are of reasonable amounts and reasonably incurred by the Bank for that purpose on each occasion.
- 19.7 The Customer acknowledges and agrees that:
- (a) (A) To enable the Bank to consider whether to provide the Customer with any services under these Terms and Conditions, the Customer is required to supply to the Bank from time to time personal data and/ or other information of the Customer and, where applicable, any director, authorised signatory, person(s) authorised by the Customer to give instructions to

the Bank from time to time, the principal shareholder(s), beneficial shareholder(s) and/or other officer or representative of the Customer (together the "Individuals", and personal data and/or other information of the Customers and Individuals, the "Personal Data") and any failure to do so may result in the Bank's inability to provide such services. If the Bank agrees to provide such services to the Customer, further personal data and/or other information of the Customer and the Individuals may be collected by the Bank. The Personal Data will be used for considering the Customer's request and subject to the Bank's agreeing to provide such services, the Personal Data and details and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such services to the Customer.

(B) The Customer acknowledges and agrees (and, where applicable, for and on behalf of the Individuals) that:

(i) all Personal Data and information relating to the Customer and an individual which are provided by the Customer and/or such individual at the request of the Bank or collected in the course of dealings between the Customer or such individual and the Bank may be held, used, processed and disclosed by the Bank for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to Customers and other individuals from time to time;

(ii) the Personal Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Personal Data or enabling them to provide such Personal Data to other institutions: (I) in order that they may carry out credit and other status checks; and (II) to assist them to collect debts;

(iii) the Bank may transfer the Personal Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Personal Data and such other personal data and information relating to the Customer and/or relevant individual, and provide banker's or credit reference in respect of the Customer and/or such individual.

(C) The Customer who is an individual and where applicable, the Individuals have the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purpose. Any request may be made in writing and addressed to the Data Protection Officer of Hang Seng Bank Limited, 83 Des Voeux Road Central, Hong Kong or by facsimile at such facsimile number as the Bank may from time to time prescribe. The Bank will comply with such request unless the Bank may or is required to refuse to do so under the applicable law and regulations;

(b) None of the Bank's employees or representatives will accept appointment by the Customer as agent to enter into any Margin Trading Contract unless a separate agreement for discretionary account services is entered into with the Bank for such purpose;

(c) The Bank's employees or representatives may be permitted to enter into similar transactions on their own account, and in such event, the Bank will have a written policy communicated to the Bank's employees for their compliance;

(d) The Margin Trading Contract(s) may be affected by curtailment of, or restrictions on, the Bank's capacity as a licensed bank in Hong Kong in respect of open positions as a result of action taken by the Hong Kong Monetary Authority, the Securities and Futures Commission or for any other reason, and that in such circumstances, the Customer may be required to reduce or close out such part of the Customer's open positions with the Bank.

19.8 (a) The Customer acknowledges and agrees that in accordance with the Applicable Rules, as well as the Bank's internal anti-money laundering policies, the Bank may require the Customer to furnish further identification concerning the beneficial ownership of and information concerning the funds in the Accounts before the Bank can process a deposit to or a withdrawal from any account.

(b) The Customer undertakes to notify the Bank in the event of any material change to the information provided in or pursuant to the Agreement and/or these Terms and Conditions in accordance with the Applicable Rules.

- (c) The Bank may request the Customer to provide evidence of its identity, capacity and/or authority in such manner as may be acceptable to the Bank. If the Customer fails to provide such evidence, the Bank shall be entitled to suspend and/or terminate the Margin Trading Services it provides pursuant to the Agreement and/or these Terms and Conditions. The Bank shall have no liability in respect of any such suspension or termination or any consequences thereof.
- (d) The Customer undertakes to provide to the Bank with any other information as the Bank may reasonably require to comply with a request from a judicial, regulatory or self-regulatory agency or as otherwise may be required for its compliance under Applicable Rules.

19.9 No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of the Agreement or these Terms and Conditions or both.

20. Notices

20.1 All oral communications shall be deemed to have been received by the Customer when spoken to the Customer or the Customer's representative(s) as the case may be. All communications sent by post to the last address of the Customer registered by the Bank will be deemed to have been delivered to the Customer 48 hours after posting if the address is in Hong Kong and 7 days after posting if the address is outside Hong Kong. Any communication, if sent by electronic means, shall be deemed to have been delivered on the day following that on which it was sent by or on behalf of the Bank or, where it had been published on a computer network, on the date of its publication. Items sent to the Customer are supplied at the Customer's risk. All communications sent by the Customer to the Bank shall only be deemed to have been sent if sent in the manner prescribed by the Bank and will only be treated as delivered to the Bank upon actual receipt by the Bank of such communications.

20.2 The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Such revision and/or additions to these Terms and Conditions shall become effective subject to the Bank's notice (for a period of 30 days for any variation affecting fees and charges under the control of the Bank and the liabilities or obligations of the Customer or for such reasonable period as the Bank may prescribe in the case of any other variations) which may be given by display, advertisement or other means as the Bank thinks fits and shall be binding on the Customer if the Customer continues to maintain any Account with the Bank after the effective date thereof.

21. Governing Law and Jurisdiction

The Agreement, these Terms and Conditions, the Schedule(s) and each Margin Trading Contract shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

22. Governing Version

The English version of these Terms and Conditions shall prevail whenever there is any discrepancy between the English and the Chinese versions unless otherwise specified.

23. Notification Service

23.1 The Customer hereby agrees that the Bank may (but shall not be obliged to) from time to time provide notification service ("Notification Service") to the Customer for the purposes of receiving notice or information relating to the transactions effected by the Customer under these Terms and Conditions, the Account(s) (including but not limited to margin top-up and position close-out messages or notices), any Margin Trading Contract, the Margin Trading Services, or to foreign exchange and precious metals generally and such other information as the Bank may specify.

23.2 For the avoidance of doubt, the Customer agrees that the Notification Service is provided by the Bank at its sole discretion and is subject to these Terms and Conditions.

23.3 To receive the Notification Service, the Customer agrees and acknowledges that the Bank may use contact details of the Customer (including, without limitation, the address, email address, phone number and other contact details of the Customer) provided by the Customer to the Bank or are otherwise documented in the Bank's records. A Customer shall promptly notify the Bank, in such manner as the Bank may from time to time prescribe, of any change in such contact details (including,

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without limitation, the contact details of its communication equipment), and shall notify the Bank promptly upon disconnection or suspension.

- 23.4 The Bank reserves the right to determine and vary the communication channels by which the Notification Service is made available to the Customer. The Bank will from time to time specify the scope of the Notification Service and the types of communication equipment normally acceptable for the purposes of providing the Notification Service. The Notification Service may be made available using communication equipment acceptable to the Bank only. The Bank reserves the right to modify, expand or reduce the scope of the Notification Service from time to time.
- 23.5 The Notification Service may without notice to Customers be suspended for any reasons including, without limitation, any breakdown, maintenance, modification, expansion and/or enhancement work initiated by the communication company(ies) concerned in relation to their network. The Bank will not assume any liability or responsibility for any such suspension.
- 23.6 Without prejudice to the generality of the provisions of the Notice to Customers relating to the Personal Data (Privacy) Ordinance, where applicable each Customer expressly authorises the Bank to disclose to the Bank's subsidiaries, agents and the relevant communication companies (within or outside Hong Kong Special Administrative Region) such personal data and other information relating to the Customer, its Account(s) and transactions and dealings in connection with its Account(s) which the Bank may consider appropriate for the purposes of providing the Notification Service.
- 23.7 The Customer acknowledges that notice and information received by it via the Notification Service is for information only, and shall not under any circumstances be taken as conclusive evidence of the matters to which it relates. Transaction advice and account statements will be supplied by the Bank in accordance with and subject to these Terms and Conditions.
- 23.8 The Bank will not assume any liability or responsibility for providing the Notification Service according to the particulars registered with the Bank from time to time unless it results from any gross negligence, fraud or willful default on the part of the Bank.
- 23.9 The Bank shall not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or for any error, misquotation or inaccuracy in such information unless it results from any gross negligence, fraud or willful default on the part of the Bank. In particular, the Bank shall not assume any liability or responsibility for any consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Customer's communication equipment to receive information for whatever reason, any telecommunication breakdown, mechanical failure, power failure malfunction, breakdown, interruption or inadequacy of equipment or installation, Act of God, governmental act, civil commotion strike, war, fire, flood or explosion. In the event of any failure or delay in transmission, the Bank shall not be responsible to arrange for any message to be re-sent to the Customer.
- 23.10 The Customer shall indemnify in full on demand and hold the Bank and its directors, officers and employees harmless from time to time against all liabilities, losses, damages, claims, costs and/or expenses whatsoever which may be incurred or suffered by the Bank and its directors, officers and employees arising out of or in connection with or pursuant to the Notification Service at any time or from any cause whatsoever (including, without limitation, legal fees and other costs and expenses which are of reasonable amounts and reasonably incurred) unless they result from any gross negligence, fraud or willful default on the part of the Bank or any of its directors, officers or employees.
- 23.11 The Bank reserves the rights to require the Customer to pay fees and charges in relation to the Notification Service and to revise such fees and charges upon giving not less than 30 days' written notice to the Customer specifying the amount of the applicable fees and charges provided that, where any revision of fees and charges is beyond the Bank's control (for example, due to the imposition and/or change of law, regulations and/or government orders), the Bank will give such notice to the Customer as soon as practicable in the circumstances. Further, the Customer shall bear all fees, charges and expenses which may be imposed by the communication company providing or servicing his communication equipment in connection with the Notification Service.
- 23.12 The Bank reserves the right to suspend or terminate the Notification Service at any time by giving 30 days' notice to the Customer.

Schedule I

IMPORTANT: Risk Disclosure Statement for Hang Seng FX and Precious Metal Margin Trading Services/ Hang Seng Advanced FX and Precious Metal Trading Services Master Agreement (the "Agreement")

For the avoidance of any doubt, the Bank wishes to draw the Customer's attention to certain financial risks associated with the Agreement, and Margin Trading Contracts generally. The Customer must carry the burden of these and all other risks (which can be substantial) and the Bank will not be responsible for any losses whatsoever arising from the Agreement or any Margin Trading Contracts. The Customer should therefore carefully consider whether such trading is suitable for the Customer in light of the Customer's financial condition, experience and investment objectives. The Bank recommends that the Customer obtain independent legal advice and/or other professional advice before entering into the Agreement. The following is a summary of some of the risks involving in the Agreement or entering into Margin Trading Contracts; it is NOT exhaustive.

1. The risk of loss in leveraged foreign exchange and precious metal trading can be substantial. The Customer may sustain the total loss of the Customer's initial margin and any additional deposit or additional funds or security deposited with the Bank to establish or maintain positions. If the market moves against the Customer's positions, the Bank may call upon the Customer at short notice to make additional margin deposits (which may be substantial) or interest payments in order to maintain the Customer's positions. If the Customer does not immediately provide the required margin deposits or interest payments, the Customer's positions may be closed out without further notice to or consent from the Customer. Invariably, closing out will result in a loss to the Customer and, in addition, the Customer will be liable to make further payment to the Bank in the event that the Customer's margin deposits do not cover the full loss accruing to the Customer's account upon closing out and/or interest charged on the Customer's account. The Customer should therefore carefully consider whether such a financing arrangement is suitable in light of the Customer's own financial position and investment objectives.
2. Under certain market conditions, the Customer may find it difficult or impossible to liquidate a position. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Customer's losses to the intended amounts, since market conditions may make it impossible to execute such orders at the designated price.
3. The prices of foreign exchange and precious metals are volatile. The Customer should recognise that the prices of foreign exchange and precious metals as well as the value of the Customer's investment may go down as well as up. Losses may be incurred rather than profit made as a result of entering into margin trading. The Margin Trading Account does not represent any deposit of money or provide any interest or any other yield to the Customer (except those expressly specified by the Bank and notified to the Customer). The Customer will have no right to require any delivery or tender delivery of the relevant currency(ies) and/or Precious Metal in any physical form in Hong Kong or elsewhere under any Margin Trading Contract. The Bank will not have any duty or liability to appropriate, set aside and/ or allot any Currency(ies) and/or Precious Metal in any physical form for or to the Customer, whether under any Margin Trading Contract, the Margin Trading Account or otherwise.
4. All Margin Trading Contracts are settled in U.S. Dollars. If a Margin Trading Contract is denominated in a currency other than U.S. Dollars, the Customer will also be exposed to the fluctuations in the prevailing exchange rate between such currency and U.S. Dollars when the Margin Trading Contract is settled, or when the outstanding positions are closed.
5. In case the Collaterals are denominated in Currencies different from that of the Margin Trading Contract(s) entered into by the Customer, the Customer may be subject to exchange rate risk which will impact on the profit/loss of trading.
6. The high degree of leverage which is often obtained in connection with the Agreement or Margin Trading Contracts can work against the Customer as well as for the Customer. The use of leverage can lead to large losses as well as gains.
7. The Bank will act upon the instructions of the Customer and the Customer cannot assume that the Bank will warn the Customer if the Customer's instructions are likely to lead to loss to the Customer. The Customer acknowledges that the Bank may take the opposite position to its order.

8. The electronic trading facilities for the Margin Trading Services are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Customer's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, and the Customer should ask the Bank for more information if required.
9. Trading on an electronic trading system may differ from trading on other trading systems or platforms. If the Customer undertakes transactions on an electronic trading system, it will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that the Customer's order is either not executed according to the Customer's instructions or is not executed at all.
10. The Customer acknowledges that it shall enter into each Margin Trading Contract governed by the Agreement in reliance only upon its own judgment. The Customer acknowledges that the Bank does not hold itself out as advising, or any of its employees or agents as having the authority to advise, the Customer as to whether or not it should enter into any such Margin Trading Contract or as to any subsequent action relating thereto or on any other commercial matters concerned with any Margin Trading Contract governed by the Agreement and the Bank shall not have any responsibility or liability whatsoever in respect of any advice of this nature given, or views expressed, by it or any of such persons to the Customers, whether or not such advice is given or such views are expressed at the request of the Customer unless it results from any gross negligence, fraud or willful default on the part of the Bank.
11. The Customer acknowledges that it has obtained a clear explanation of all commission, fees and other charges for which it will be liable. The Customer understands that such charges will affect its net profit (if any) or increase its loss.
12. Where the Bank has agreed to provide Notification Service to the Customer, the notices, information and messages sent to the Customer using the Notification Service (such as margin top-up and position close-out messages or notices) may be sent to the Customer on a delayed basis. For example, in extreme circumstances whereby the market moves significantly against the Customer's positions, if the Margin Level falls to or below the Close-out Margin Level within a short period of time, no margin top-up messages or notices may be sent to the Customer before close-out occurs.
13. If the Margin Trading Contract involves Offshore Renminbi, Customer is also subject to the currency risk of Renminbi. The value of Renminbi against other foreign currencies fluctuates and will be affected by, amongst other things, the PRC government's foreign exchange control (for example, the PRC government regulates conversion between Renminbi and foreign currencies), which may adversely affect Customer's return under the Margin Trading Contracts when Customer convert Renminbi into his/her home currency.

This brief statement cannot disclose all the risks and other significant aspects of the Agreement. The Customer should carefully study the terms and conditions and arrangements before the Customer trades.