

## **TERMS AND CONDITIONS FOR ELECTRONIC TRADING AND ELECTRONIC SERVICES**

The Customer, or “you”, hereby agrees that the following terms and conditions (“Terms and Conditions”) will apply where CSI Capital Management Limited (“CSICM”) and/or its affiliates, or “us”, “we”, may in its absolute discretion provide to the Customer from time to time, (i) licenses to the Services; and (ii) the software, equipment and maintenance, if any, listed on the relevant Schedule.

The Terms and Conditions (as well as any addenda and/or annexes ) as amended and/or supplemented from time to time, and the Account Application Form completed by or on behalf of the Customer constitute a valid and legally binding contract and take effect when the Customer uses the Services for the first time. CSICM may, at its absolute discretion, amend all or part of its Terms and Conditions from time to time. The updated version will be made available on our corporate website at [www.clsa.com](http://www.clsa.com)

### 1. DEFINITIONS

“**Losses**” means collectively all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney’s fees).

“**Providers**” means any applicable third party providing us with all or part of the Services.

“**Services**” means licenses to the services described in any Schedules as well as any additional services we may provide to you in the future as described in a Schedule (together, the “**Services**”).

### 2. COSTS

The Customer will be responsible for all costs associated with your access and use of any Service (including telecommunications, modems, third party software, equipment and any related maintenance services).

### 3. USE OF THE SERVICES

- (a) We grant you as the Customer a personal, limited, non-exclusive, revocable, non-transferable and non-assignable licence to use the Services pursuant to the terms of this Terms and Conditions. We may provide certain portions of the Services to you under licence from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors. We are providing the Services to you only for your internal use and only for the purposes and according to the procedures described in this Terms and Conditions and any of the Schedules. You may not sell, lease, or provide, directly or indirectly, the Services or any portion of the Services to any third party except as permitted by this Terms and Conditions. You acknowledge that all proprietary rights in the Services are owned by us or by our Providers and the only rights you will have in the Services are those specifically set forth in this Terms and Conditions. You agree to use reasonable efforts to protect those proprietary rights in the Services and to honour and comply with our reasonable requests to protect our contractual, statutory and common law rights in the Services.
- (b) You will be responsible for ensuring the security of the Services in connection with your use of these Services.
- (c) Regardless of any other provision of the Terms and Conditions or any Schedule, we have the right to terminate (temporarily or permanently and at any time, with or without cause or prior notice) all or any part of any Service, or your access to any Service, or to change the nature, composition or availability of any Service.
- (d) You will supply us with all information we may reasonably request in writing concerning you and your use of the Services. We may report this information to regulatory authorities or Providers, as we determine in our sole discretion to be necessary.
- (e) You agree to be bound by the various legends, disclaimers, terms and conditions displayed on or linked to the Services.
- (f) You shall limit access to the Services to your officers or employees who need such access to perform their duties for you. You shall be responsible for the actions of any persons, authorised or unauthorised, who gain access to the Services through you. You will promptly notify us of any unauthorised use of the Services, and we shall take reasonable steps to terminate your access to the Services. You shall remain liable for any use made of the Services until such termination.

#### 4. REPRESENTATIONS AND WARRANTIES

- (a) You represent and warrant to us that your use of the Services will comply with all applicable laws, rules and regulations, with all applicable policies and practices of securities and futures exchanges and associations, alternative trading facilities, and regulatory or self-regulatory organizations.
- (b) **We make no warranty, express or implied, to you concerning the Services. You expressly acknowledge and agree that the Services provided by us and our third party providers are on an "as is" basis, at your sole risk. We expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the Services with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, continued availability or otherwise. We and our Providers will have no responsibility to maintain the Services or to supply any corrections, updates or releases concerning the Services. We are not soliciting any action based upon use of the Services.**

#### 5. LIMITATION OF LIABILITY AND INDEMNITY

- (a) **We, our managing directors, partners, officers, affiliates, employees and agents will have no liability, contingent or otherwise, to you or to third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Services or for delays or omissions of the Services, or for the failure of any connection or communication service to provide or maintain your access to a Service, or for any interruption or disruption of your access or any erroneous communications between us and you. We will not be liable for any loss of profits or anticipated savings (in either case, whether direct or indirect) or any special, indirect, incidental or consequential damages which you may incur or experience because you relied on the Services, even if we know of the possibility of those losses or damages. We have no responsibility to inform you of any difficulties we or other third parties experience concerning use of the Services for our accounts or other accounts or to take any action in connection with those difficulties. We also will have no duty or obligation to verify, correct, complete or update any information displayed in the Services. You will make your own independent decision to access or use any Service or to execute any transaction and you acknowledge and agree that the Services do not and will not serve as the primary basis for any of your investment decisions concerning your accounts or your managed or fiduciary accounts. We (and any of our affiliates) are not and will not be, by virtue of providing the Services, an advisor or fiduciary for you or your managed or fiduciary accounts.**
- (b) You will indemnify, protect, and hold harmless us, our managing directors, partners, officers, affiliates, employees and agents from and against any and all Losses resulting from or arising out of any act or omission on the part of you, your managing directors, partners, officers, affiliates, employees or agents, including any breaches of the security of the Services (including any access or entry into any of our other systems not covered by this Terms and Conditions), caused directly or indirectly by you, your managing directors, partners, officers, affiliates, employees or agents except to the extent such Losses are due to our negligence or wilful misconduct.
- (c) In Paragraphs 5(a) and 5(b) above the terms "we", "our" and "us" include each of the Providers.
- (d) We have no responsibility for (i) any error by you in inputting an order into the Services, (ii) any error occurring in the markets, (iii) rejection of any order by the Services, (iv) the acts or omissions of any third parties or (v) any error by any other cause outside our direct control.
- (e) The exclusions and limitations set out above will only apply to the extent permitted by law.

#### 6. NO PROMOTION

The Customer agrees that without our prior consent, you will not: (i) use our name, or the name of any of our affiliate, managing director, employee, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation of CSICM or its affiliates in advertising, publicity marketing, or other promotional materials or activities; or (ii) represent (directly or indirectly) that any product or any service provided by you has been approved or endorsed by us.

#### 7. GENERAL

- (a) The headings in this Terms and Conditions are intended for convenience of reference and will not affect interpretation.
- (b) You acknowledge that a breach of certain provisions of this Terms and Conditions may cause us irreparable injury and damage. Therefore, these breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to us at law or in equity.
- (c) You represent and warrant that your use of the Service will be for the purposes of your business, trade or profession.
- (d) The Terms and Conditions and all rights, obligations and liabilities under it will be governed and construed in all respects by the laws of Hong Kong. The Customer hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong in the event of any dispute arising out of the Terms and Conditions.
- (e) The Customer's continuing obligations under this Terms and Conditions (including the Schedules herein) will survive notwithstanding completion of any transaction or termination of our Services.

## **Schedule 1 - ELECTRONIC TRADING SERVICES**

This is a Schedule of Services referred to in the Terms and Conditions. Terms used but not otherwise defined in this Schedule will have the same meanings as in the Terms and Conditions.

### **I SERVICES**

#### **Description of Services:**

The Services covered by this Schedule are one or more electronic trading services (each, a "Trading Service") that we may make available to you, either directly or through a third party service provider, and will consist of one or more of the following electronic services: (a) trading services with respect to transactions in securities, commodities, currencies, derivatives, futures, options and other financial instruments (each, a "Transaction"), which will be executed with or through us or one of our affiliates; (b) services that permit you to view (for informational purposes only) the status of Transactions you previously entered into and any available credit limit; (c) services for the display or transmission of indications of interest or conditional offers to purchase securities or enter into other Transactions; and (d) any additional services made available through the Trading Services. Any additional terms of a particular Trading Service will be set forth in a separate supplement to this Schedule or on the Trading Service.

### **II USE OF THE SERVICES**

- (i) You may access each Trading Service only through the use of one or more passwords or other access methods specified by us (collectively, "Access Methods"). You are solely responsible for ensuring that your Access Methods are known to and used only by those users authorized by you ("Authorized Users"). Unless you have received our express approval, any use of the Trading Services by Authorized Users who are located outside of the jurisdiction of your country of domicile is strictly prohibited.
- (ii) You will be (i) solely responsible for all acts or omissions of any person using a Trading Service through your Access Methods and (ii) bound by the terms of all Transactions executed through a Trading Service using your Access Methods. All transmissions generated by use of your Access Methods will be deemed to be authorized by you.
- (iii) In our sole discretion, we may terminate, revoke, suspend, modify, or change any or all of your Access Methods at any time with or without prior notice.

### **III TRANSACTIONS**

- (i) Each Transaction you execute through a Trading Service will be subject to any other agreement between you and us that applies to the relevant Transaction ("Client Agreements"). If there is a conflict between the terms of this Terms and Conditions and the terms of the Client Agreement, the former will prevail regarding the Trading Services.
- (ii) Except in circumstances where we expressly agree otherwise, we shall not provide you with any investment advice in connection with your use of any Trading Service.
- (iii) We will be free to accept or reject any Transaction that you seek to execute through a Trading Service in our sole discretion.
- (iv) You may receive electronic acknowledgement of the status of each Transaction executed through a Trading Service in addition to the confirmation we deliver to you. If there is a conflict between (1) the terms herein, (2) status information concerning a Transaction and (3) the terms of any confirmation, the terms of the confirmation will prevail.
- (v) You will use the Trading Services and enter into Transactions only for your own benefit and account(s) and will not use the Services on behalf of third parties (other than, if you are a broker-dealer, investment manager or investment advisor, your customers) without our written permission. If you are a broker-dealer, investment manager or investment advisor and your use of the Services and execution of Transactions is for the benefit and account of your customers, you represent and warrant that you have full authority to use the Trading Service for their benefit and account.

- (vi) You will not use the Trading Services to effect transactions in securities of which you, or your affiliates, are the issuer, or, if you are a broker-dealer, investment manager or investment advisor and are acting on behalf of a customer, in securities of which the customer, or the customer's affiliate, is the issuer. You are responsible for advising us of any legal restrictions on the transfer of any securities sold by you and for providing us with any necessary documents (including prospectuses or opinions) to satisfy legal transfer requirements. You are responsible for any delays, expenses and losses associated with compliance or failure to comply with the requirements for transfer of any securities subject to restrictions.
- (vii) A Transaction entered into through a Trading Service shall be binding upon the completion of the steps identified on the Trading Service (or in a separate communication) as necessary for execution of the Transaction. You will be bound by the terms of any order made through a Trading Service and by any resulting Transaction unless you modify or withdraw the order in accordance with the terms of the Trading Service before its execution.
- (viii) Without limitation of the above, you agree that any action by you to modify or withdraw an order made through a Trading Service by communicating with us through other means may be ineffective.

#### **IV CONFIDENTIALITY**

If you obtain any underwritten (or other) securities from us through a Trading Service, we may, at our discretion, disclose any of the buy and sell price, quantity and settlement information (including your name) provided to us by you in connection with such securities to (1) the issuer of the securities, (2) any selling shareholder who is selling securities in the offering, (3) any co-manager or lead manager in the offering and any agent or advisor to the parties listed above if we, in good faith, determine that disclosure of any information to the parties listed above is customary, necessary or advisable.

## **Schedule 2 – PRIME BROKERAGE**

This is a Schedule of Services referred to in the Terms and Conditions. Terms used but not otherwise defined in this Schedule will have the same meanings as in the Terms and Conditions.

### **I. SERVICES**

#### **Description of Services:**

The Services covered by this Schedule are one or more electronic services which we and you agree shall be made available to you to (a) facilitate your transaction recording, settlement instructions, reconciliation and reporting, (b) facilitate access to or the management or analysis of, records, data and files on-line, (c) allow access to securities to locate information in respect of potential short-selling of securities, and/or (d) such additional related analytical or management tools as we and you may agree shall be made available to you.

### **II. MAINTENANCE**

We may provide enhancements to the Services, from time to time, and any failure by you to accept any such enhancement shall be at your risk.

We will have no obligation to support any hardware or software supplied to you by a third party.

### **III. SOFTWARE**

You acknowledge that all software made available directly or indirectly by us to you as part of the Services (“Software”) is the exclusive and confidential property of us or the third party from whom we have secured the right to use such computer programs and documentation. We and such third parties shall retain all rights and title (to the extent of their respective interests) to all copyrights, trademarks, service marks, trade secrets and other proprietary rights in the applicable logos, product names and Software, including without limitation all proprietary computer programs, techniques, algorithms and processes contained therein.

You are granted a personal, non-exclusive, non-transferable right and license to use the Software solely in connection with the Services, for internal business purposes only, in accordance with this Schedule.

**YOU WILL NOT MAKE ANY ALTERATION, CHANGE OR MODIFICATION TO THE SOFTWARE. YOU MAY NOT RECOMPILE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF OR ANY DERIVATIVE WORK FROM THE SOFTWARE AND/OR THE SERVICES, SAVE AS PERMITTED BY LAW.**

Upon termination of this Service for any reason, you shall either destroy or return to us, all copies of the Software and related documentation and, at our request, an officer authorized by you shall certify same to us in writing.

### **IV. USE OF SERVICES**

The following provisions are added to the section of the Terms and Conditions entitled "Use of the Services":

You agree that:

(i) the Services are proprietary to us and certain portions are proprietary to third parties from whom we have a right to sublicense and that we are providing the Services to you solely for the benefit of, and use by, you. You do not, by virtue of this Terms and Conditions or otherwise, obtain any right, title or interest in or to the Services (including without limitation all proprietary computer programs, techniques, algorithms and processes contained therein), and all right, title and interest thereto shall remain in us, or the third parties from whom we have a right of sublicense. You shall not have the right to allow any person other than "Authorized Users" (as defined below) to view or otherwise access the Services, unless we have specifically agreed otherwise in writing.

(ii) You will inform us as promptly as practicable if you become aware of any error in transmitted data, in the Software or in the Services generally.

(iii) We shall not be responsible for ensuring that the Services are compatible with your hardware or software or other third party hardware or software or for any loss or damage caused by your failure to back up the data stored on the Services.

Your access to the Services incorporates a security access system which requires you to utilize a Secure ID card as part of the sign on procedure. It is your responsibility to ensure that any Secure ID cards issued to you are utilized only by Authorized Users. Authorized Users shall mean your employees whose names have been provided to and approved by us, and to whom we have issued an individual Secure ID.

In our sole discretion, we may terminate, revoke, suspend, modify, or change any or all of your access to the Services at any time with or without prior notice.

## V. ACCOUNT INFORMATION

To the extent that, as part of the Services, we provide you with report(s), in connection with certain third party prime brokerage account(s) and/or execution and clearing accounts (“Account(s)”), concerning activity and positions in the Account(s) (“Account Information”), you agree that:

- (i) the Account Information is the confidential information of the holder of each such Account (“Account Holder”);
- (ii) the Account Information is being provided by us at the request of, or on behalf of, the Account Holders, and as an accommodation to you, and to the Account Holders;
- (iii) we may stop providing the Account Information at any time at our sole discretion;
- (iv) the Account Information is confidential and may not be disclosed to any third party (except to the relevant Account Holder, or as otherwise permitted by the Account Holder) without our prior written consent;
- (v) the Account Information is preliminary, unaudited, subject to change or later reversal, and may not report all of the positions held by the Account Holder(s). We give no representation or warranty as to the accuracy or completeness of the Account Information;
- (vi) we may be reliant on third parties to provide us with information comprising the Account Information. For example certain of the Account Holder’s adviser(s) may be the sole source of some of the information in one of more reports (including without limitation the existence, identification, and valuation of certain positions), and we will not review or verify such information for accuracy;
- (vii) you will not rely on the Account Information for any purpose and we are not responsible for, and shall have no liability to you in respect of, any loss you may suffer as a result of relying on the Account Information;
- (viii) the Account Holder(s) may hold other brokerage accounts at one or more brokerage firms, information about which may not be reflected in the Account Information;
- (ix) we rely upon external vendors or certain of the relevant Account Holder’s advisers, as applicable, for pricing and, accordingly, we are not responsible for the valuations of positions in the Accounts;
- (x) prices shown do not necessarily reflect the value that could be realized upon sale. For example, the Account Information may contain valuations for illiquid or restricted positions that do not reflect accurate liquidation value (because no discounts will be taken for illiquidity or restrictions on transfer);
- (xi) the Account Information may differ materially from the information contained in the official customer account statements which the Account Holder(s) receives from us; and
- (xii) the provision by us of the Account Information does not establish any new business, client or agency relationship between you and us, and falls outside of any such relationship that may already exist between you and us.

You hereby release us and agree to hold us harmless from and against any liability arising out of the release or subsequent use of the Account Information that will be accessed by you.

VI. **ADDITIONAL REPRESENTATIONS AND WARRANTIES**

The following provisions are added to the section of the Terms and Conditions entitled "Representations and Warranties":

You represent and warrant that you understand that certain additional hardware and software may be needed in order to use the Services but are not being provided by us.

If you are not the holder of an account with us, you represent and warrant that you have full authority to use the Services for the benefit and account of the relevant Account Holder.

You represent and warrant that you are not an investor in any of the Account Holders and that you will immediately notify us in writing upon becoming an investor of any Account Holder while we provide the Services to you or otherwise make the Account Information available to you.

You represent and warrant that you will not disclose to any third party that we are the source of, or responsible for, the Account Information, except to the Account Holder or as otherwise permitted by the Account Holder, unless we provide our prior written consent to such disclosure.