

ADDENDUM TO THE TERMS AND CONDITIONS FOR SECURITIES TRADING

CITIC Securities Brokerage (HK) Limited ("CSBHK") is a licensed corporation as defined in the Securities and Futures Ordinance (Cap.571 of the Laws of Hong Kong SAR) (the "SFO") and licensed with the Securities and Futures Commission under Central Equity ("CE") number AAE879 to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under that Ordinance. This Addendum sets out the basis on which CSBHK is willing to provide its Services (as defined in Clause 2.1 below) in respect of the System (as defined in Clause 1.2 below).

Clause 1 – INTRODUCTION AND INTERPRETATION

1.1 This Addendum is supplemental to, and forms part of, the Terms and Conditions For Securities Trading as amended and/or supplemented from time to time ("**Terms and Conditions**") entered into between CSBHK and you (the "**Customer**") in relation to, inter alia, the securities trading and related services which CSBHK may in its absolute discretion provide to the Customer from time to time. All capitalised terms contained herein shall have the same meanings defined in the Terms and Conditions, unless otherwise provided in this Addendum. In case of conflict between the Terms and Conditions and this Addendum, this Addendum shall prevail for the purposes of the provision and use of the Services and the System. For the avoidance of doubt and without prejudice to the foregoing, the provisions relating to amendments to the Terms and Conditions shall apply in the same manner to amendments to this Addendum.

1.2 In this Addendum, the following words and expression shall have the following meanings:-

"**Instruction**" means, in relation to the provision and use of the Services and the System, an electronic communication which CSBHK believes in good faith to have been given by any Authorized Person via the System;

"**Loss**" means any losses, damages, claims, liabilities and expenses whatsoever, including but not limited to, any indirect, special or consequential losses (whether or not the possibility of such were known about or reasonably in the contemplation of the relevant parties), any loss of profits, loss of revenue, damage to goodwill or reputation, loss of contracts or business opportunities, loss of use of money, money not recovered, money paid out in error, interest, and any liability to any third party of any nature whatsoever;

"**Supplier**" means the provider and/or operator of any part of the System;

"**System**" means the electronic system (including, without limitation, the Direct Market Access Services) which is supported by computer-based component systems for the order-routing, execution, matching or registration, together with any associated software, hardware, facilities and services provided by CSBHK and used by the Customer from time to time; and

"**Third-party Supplied Part**" means any part of the System (including any associated software, hardware, facilities and services) which is not supplied by CSBHK or any Affiliate of CSBHK.

Clause 2 – THE SERVICES

2.1 CSBHK agrees to provide the Customer with the services of the System (the "**Services**") which shall enable the Customer to electronically connect to the order management system operated by CSBHK for execution of the Instructions, pursuant to the terms and conditions of this Addendum.

2.2 The Customer agrees and acknowledges that upon use of the Services for the first time, the Customer shall be deemed to accept the terms and conditions set out in this Addendum, and that the Agreement (including this Addendum) shall constitute a legally binding contract between CSBHK and the Customer with effect from the date upon which the Customer first transacts any business with CSBHK.

Clause 3 – CHOICE AND USE OF SYSTEM

3.1 CSBHK makes no warranty, express or implied, concerning the Services and the System. The Customer acknowledges that the System has not been developed for the Customer's individual needs, and has been selected and is used by the Customer on an "as is" basis at his/her/its own volition and risk, and that CSBHK shall bear no responsibility whatsoever for any consequence arising from the Customer's choice or use of the System.

3.2 The Customer assumes full responsibility and risk of Loss whatsoever resulting from its use of, or access to data, files, information, content, or other materials (including without limitation software) on or through the System.

3.3 Unless CSBHK and the Customer have agreed otherwise in writing, the Customer shall be solely responsible for installing and maintaining any relevant hardware and software and for making all necessary arrangements with any supplier in relation to obtaining access to and using the System, and complying with all requirements imposed in relation to the System, including installation and update of any applicable security procedures, and any applicable agreement entered into by the Customer in relation to the supply of any part of the System.

3.4 CSBHK shall have no responsibility to maintain the Services and information made through the System or to supply any corrections or updates in connection therewith. Availability of the Services and information are subject to change without notice.

Clause 4 – INSTRUCTIONS

4.1 The Customer is responsible for the accuracy and adequacy of all Instructions and information communicated via the System to CSBHK and for all use made of the System through the access provided to the Customer. CSBHK shall be entitled to rely and act on such Instructions (without conducting any due diligence as to the authenticity or authority of the Instructions) and information as being accurate, complete and duly authorized by and binding on the Customer. Any transaction executed by CSBHK in accordance with any such Instruction or information shall be binding on the Customer regardless of whether or not it has in fact been effected with the Customer's authority. Instructions may only be revoked or amended via the System or such other way(s) as agreed between CSBHK and the Customer from time to time. The Customer agrees to maintain adequate security procedures to prevent unauthorized access to or use of the System by any person other than the Authorized Persons who are duly authorized by the Customer to give such Instructions to CSBHK via the System. Without prejudice to the generality of Clause 3.1, CSBHK makes no warranty whatsoever to the Customer, express or implied, regarding the security of the Services and the System, including with respect to the ability of unauthorized persons to intercept or access information transmitted by the Customer through the System.

4.2 Under no circumstances shall CSBHK be responsible for any Instructions for which it has not duly and properly received. Instructions will only be executed during normal trading hours of the relevant market or exchange.

4.3 The Customer warrants and undertakes that it will not give any Instruction which involves the sale of securities which it does not own ("**Short Selling Instruction**"), unless the Customer clearly indicates and proves to the satisfaction of CSBHK that such Short Selling Instruction is a short selling order (as defined in the Terms and Conditions).

Clause 5 – CSBHK'S RESPONSIBILITY

5.1 Subject to this Clause 5, neither CSBHK nor any of its Affiliates or agents shall be liable to the Customer (or to any third party) for any Loss suffered by the Customer (or any other third party) arising out of or in connection with CSBHK's provision of the Services hereunder or any act or omission undertaken by it in connection with effecting any transaction in accordance with the Instructions from the Customer.

5.2 In the event of any failure, interruption or delay in the performance of CSBHK's obligations hereunder as a result of any act, event or circumstance not within the control of CSBHK from time to time, including but not limited to: (a) industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or of any exchange or any regulatory body whether in Hong Kong or elsewhere; (b) service malfunctions, delay, suspension, interference, or operational difficulties encountered by third party service providers of electronic communications and telecommunication facilities wherever located; (c) breakdown, failure, delay, interference or malfunction (in each case, whether total or partial, temporary or permanent) of or in any communications, telecommunication or computer services or electronic equipment; (d) defaults by third parties in the performance of their obligations necessary to have been performed for the completion of any transactions; (e) suspension or restriction of trading on any exchange or other market, or the failure of any relevant exchange, clearing house and/or broker for any reason to perform their respective obligations; and (f) orders of courts, fire, war, natural disaster, terrorist acts, riots or civil commotion, then neither CSBHK nor any of its Affiliates nor any of their respective agents shall be liable or have any responsibility of any kind for any Loss thereby suffered or incurred by the Customer (or any third party).

5.3 Without prejudice to the foregoing provisions of this Clause 5, neither CSBHK nor any Affiliate nor any of their respective agents shall be liable to the Customer (or any third party) for any Loss arising directly or indirectly out of or in connection with: (a) the Customer's choice and/or use (whether by Authorized Persons or otherwise) of the System or any part thereof for communication with CSBHK; (b) the Customer's inability to access to or use of the System or any part thereof for any reason; (c) any failure by the System to transmit (or any delay in the transmission of) any Instruction (including acknowledgement of receipt of an Instruction, if any) or notification of execution or rejection of such Instruction; or (e) any errors or omissions in any Instruction from the Customer to CSBHK that arise due to any equipment or software error or malfunction in or affecting the System or any system or constraints on the capacity of the System or any system or any error by any supplier of any part of the System or any operator of the System.

5.4 CSBHK makes no express or implied guarantee, warranty or representation of any kind whatsoever in relation to any Third-party Supplied Part, or to the Customer's choice or use of such Third-party Supplied Part, including, without limitation, as to the suitability or otherwise of such Third-party Supplied Part for the Customer's use or as to the availability, accuracy, capabilities, performance or integrity of such Third-party Supplied Part, and none of CSBHK's representatives has authority to agree to the contrary. To the extent permitted by applicable laws, all representations and warranties, express or implied, statutory or otherwise, as to such matters are hereby expressly excluded.

Clause 6 – OTHER PROVISIONS

6.1 CSBHK may, from time to time, impose such restrictions or limits on (where CSBHK is the Supplier) the Customer's use of the System or on (regardless of whether or not CSBHK is the Supplier) the type of Instructions or other communications which the Customer may transmit to CSBHK, and which CSBHK may accept, via the System, as CSBHK, in its sole discretion, determines.

6.2 Any record maintained by CSBHK relating to the Instructions and information communicated via the System shall be conclusive evidence of such, save in the case of manifest error, and shall be the property of CSBHK.

Clause 7 – EFFECTIVE DATE

7.1 This Addendum shall take effect upon the Customer first using the Services, and such use of the Services shall constitute acceptance by the Customer of the terms and conditions set out in this Addendum.

Clause 8 – GOVERNING LAW

8.1 All the provisions of this Addendum shall be governed by and construed in accordance with the laws of Hong Kong.

Clause 9 – JURISDICTION

9.1 All disputes arising under or in relation to this Addendum and/or from any transaction made pursuant hereto shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong SAR to which CSBHK and the Customer irrevocably submit.