

## **Addendum for Omnibus Client**

This Addendum shall apply to all transactions which CITIC Securities Brokerage (HK) Limited (“**CSBHK**”) conducts on the Omnibus Client’s behalf. The terms and conditions under this Addendum are supplemental to, and without prejudice to, the Terms and Conditions for Securities Trading (Professional Investor – Institutional) and all applicable addendums thereto, as amended and/or supplemented from time to time and/or other relevant agreements between the Omnibus Client and CSBHK (collectively the “**Terms and Conditions**”). This Addendum shall prevail in the event of conflicts or inconsistency with any other agreements between the Omnibus Client and CSBHK.

### **1. Definitions and Interpretation**

1.1 In this Addendum, except where the context otherwise requires, the following words and phrases shall have the following meanings:

“**AMLO**” means Anti-Money Laundering and Counter-Terrorist Financing Ordinance, Cap. 615 of the Laws of Hong Kong;

“**Applicable Requirements**” means all Applicable Laws and Regulations and all Market Requirements

“**Code of Conduct**” means the Code of Conduct for Persons Licensed by or Registered with the SFC;

“**Customer Information**” means (i) the information relating to the identity and (if applicable) personal data of the Customer and of his authorized persons and beneficiaries; (ii) AML questionnaire and/or attestation form(s) and all information and documentation obtained by CSBHK in the course of its client due diligence process or review; and (iii) statements and information relating to transactions conducted by CSBHK on behalf of the Customer or to the services provided by CSBHK;

“**DMA**” means the direct market access services provided to the Omnibus Client by CSBHK from time to time;

“**FIX**” means Financial Information Exchange protocol, an electronic communication protocol for international real-time exchange of information related to securities transactions and markets;

“**Omnibus Client**” means a Customer of CSBHK which has maintained an account or accounts at CSBHK to enable it to conduct Transactions through CSBHK on behalf of another person or persons, such as the Customer being an intermediary acting for its underlying clients, for whom the transaction is effected;

“**Other Person**” means, where the Omnibus Client is acting for the benefits or account or on behalf of another person, such as the Omnibus Client being an intermediary acting for its underlying clients or other persons, for whom the transaction is affected, any of such underlying clients or such other persons.

“**Qualified Intermediary**” means Qualified Intermediary as defined under the rules and regulations promulgated the U.S. Internal Revenue Service. It refers to any non-U.S.intermediary (or foreign branch of a U.S. intermediary) that has entered into a qualified intermediary withholding agreement with the U.S. Internal Revenue Service.

“**Rules**” means Rules of the Exchange of HKEX;

“**TTEP**” means a Trade-through Exchange Participant as designated by the Exchange; and

“**Transaction(s)**” means a transaction or transactions conducted by the Omnibus Client through CSBHK.

- 1.2 Words denoting the singular shall include the plural and vice versa, and words denoting any gender shall include all genders.
- 1.3 Clause headings are inserted for convenience of reference only and shall not, in any event, affect the interpretation and construction of this Addendum.
- 1.4 This Addendum forms part of the Terms and Conditions. In the event of conflicts or inconsistency between this Addendum and the Terms and Conditions, the English version of this Addendum shall prevail.
- 1.5 Capitalized terms that are not otherwise defined in this Addendum shall have the same meaning in the Terms and Conditions.
- 1.6 The Omnibus Client agrees and acknowledges that this Addendum shall constitute a legally binding contract. By conducting any Transactions through CSBHK, the Omnibus Client is deemed to have accepted and agreed to be bound by the terms and conditions of this Addendum.

#### **Account Opening and Terms of Business**

- 2.1 The Omnibus Client represents and confirms that it is not (i) a United States Person; (ii) a foreign person controlled by a United States Person; (iii) a foreign person acting on behalf of or in conjunction with a United States Person; nor (iv) a Canadian Person. For the purpose of this clause, “United States Person” and “Canadian Person” shall be as defined in the relevant United States law or Canadian law for tax purposes.
- 2.2 The Omnibus Client shall fulfil all on-boarding and periodic review requirements and provide information in such form and time and procure the completion and signing of such documents as CSBHK may require from time to time (including but not limited to W-8BEN Form), failing which CSBHK will be unable to provide services in the relevant market. The Omnibus Client shall also ensure that the information provided by it to CSBHK is accurate and true.
- 2.3 The Omnibus Client is responsible for seeking its own professional tax advice in connection with the tax implications on the transactions to be conducted through CSBHK, where appropriate.
- 2.4 As a Customer, the Omnibus Client shall be bound by the Terms and Conditions, confirmations, contract notes, notices, letters and other contracts issued in respect of the Securities Account and the Transactions (collectively, the “**Agreement**”), once it opens a Securities Account, gives instructions to CSBHK or places an order with CSBHK and/or makes use of any trading facilities of CSBHK.
- 2.5 When making use of any trading facilities of CSBHK or conducting any Transactions through CSBHK, the Omnibus Client shall comply with all Applicable Requirements. Where there is any conflict between the Terms and Conditions and the Applicable Requirements, the latter will prevail.

- 2.6 Nothing in the Terms and Conditions shall exclude or restrict any obligations that the Omnibus Client may have to CSBHK under the Applicable Requirements. CSBHK may take any action it considers necessary to ensure compliance with the Applicable Requirements, and whatever CSBHK does or fails to do in order to comply with them will be binding on the Omnibus Client. Any actions that CSBHK takes or fails to take for the purpose of compliance with the Applicable Requirements shall not render CSBHK, its Affiliates or its Relevant Persons liable.
- 2.7 Where the relevant exchange(s) may have additional rules and regulations governing the use of an electronic trading system and/orders, the Omnibus Client shall comply with such rules and regulations (including but not limited to having adequate internal control, monitoring system and internal policies and procedures in place).
- 2.8 The Omnibus Client shall be bound by any additional terms and conditions of CSBHK on the use of electronic trading services and shall be responsible for all acts or omissions of its underlying clients and other persons using such services through CSBHK.

### **Trading**

- 3.1 CSBHK may in its sole and absolute discretion determine the market(s) available for online trading by the Omnibus Client.
- 3.2 If the Omnibus Client uses FIX or similar trading protocols, it represents and warrants that it is a professional investor within the meaning of paragraph (a), (b),(c), (d), (e), (f), (g), (h) or (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO.
- 3.3 The Omnibus Client shall use the version of trading protocols proposed by CSBHK (unless as otherwise agreed) and comply with all Applicable Requirements.
- 3.4 The Omnibus Client shall also comply with any certification test requirements against the version provided by CSBHK. The Omnibus Client acknowledges that CSBHK will not be able to provide it with any service through FIX or similar trading protocols if such certification test fails.
- 3.5 The Omnibus Client acknowledges that the network connection method to CSBHK is via internet virtual private network and that such connection method may not be secure, timely or reliable. The Omnibus Client further acknowledges that the availability or scope of services provided by CSBHK (through FIX or otherwise) would be subject to any information or parameters that it provides to CSBHK in FIX pro forma and/or any other documents of a similar nature.
- 3.6 Where CSBHK has agreed with the Omnibus Client that it may provide its underlying clients with access to CSBHK’s DMA services, the Omnibus Client represents and warrants to CSBHK on a continuing basis that:
- (i) it has the appropriate licences, approvals and regulatory consents in order to provide its end-clients with access to CSBHK’s DMA services; and
  - (ii) it has entered into an agreement with its underlying clients which sets out the terms of their access through it to CSBHK’s services and imposes restrictions on its underlying clients’ use of CSBHK’s DMA services which are equivalent to those to which it is subject under this Addendum or other agreement entered into by it with CSBHK from time to time.

- 3.7 The Omnibus Client understands and agrees that any orders placed by its underlying clients will flow through CSBHK's System and be subject to CSBHK's appropriate risk management and supervisory controls.
- 3.8 When using CSBHK's DMA services or, where applicable, using trading algorithms when placing orders with CSBHK, the Omnibus Client represents and warrants that on the date of this Agreement and as of the date of each Transaction that:
- (i) Any information that the Omnibus Client provides or has provided to CSBHK in respect of its use of CSBHK's DMA services or, where applicable, its use of trading algorithms when placing orders with CSBHK, is accurate and not misleading in any material respect;
  - (ii) It has all necessary authority, powers, consents, licences and authorisations required to use CSBHK's DMA services or, where applicable, use trading algorithms when placing orders with CSBHK;
  - (iii) There are no material defects, malfunctions, viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other intentionally harmful programs or other computer codes having the effect of disabling or interrupting the operating of a computer system or any part thereof or destroying, erasing or otherwise harming any data, software or hardware in CSBHK's System; and
  - (iv) It has all necessary and updated security arrangements in place to proactively monitor and log systems activity for unusual behaviour to ensure that breaches are contained, to address on-going security threats and to protect its systems from unauthorized access.
- 3.9 The Omnibus Client shall on demand indemnify, protect and hold CSBHK harmless from and against all Losses (including legal costs on a full indemnity basis) resulting from or arising out of its use of CSBHK's DMA services or, where applicable, its use of trading algorithms when placing orders with CSBHK.
- 3.10 CSBHK may from time to time delegate the provision of its services to sub-custodians, nominees, agents, depositories, clearing houses and clearing system inside or outside of Hong Kong, which may include CSBHK's Affiliates (collectively, the "**Third Parties**"). CSBHK will not be liable for any losses, damages, costs or expenses arising from the appointment or use of Third Parties other than those arising as a direct result of the gross negligence, wilful default or bad faith of CSBHK. The Omnibus Client agrees to be bound by any additional terms and conditions that CSBHK is subject to with Third Parties. In addition, CSBHK is not responsible for monitoring the affairs and financial positions of Third Parties and will not be liable for the acts or omissions, or the insolvency of any Third Parties. Consequently, if any of the Third Parties becomes insolvent, the Omnibus Client may not be able to recover its assets that are under the custody of such Third Party. The Omnibus Client shall familiarize itself with the protections afforded to monies or other properties which it deposited with CSBHK for both local and foreign transactions.

#### **China Connect**

- 4.1 If the Omnibus Client trades ChiNext Shares under China Connect, it shall have imposed proper controls and systems in place to prevent ineligible investors from trading ChiNext Shares if they use CSBHK's services.

- 4.2 The Omnibus Client confirms that it has read the latest *Addendum in relation to China Connect* (the “**China Connect Addendum**”). The Omnibus Client acknowledges and accepts the terms of the China Connect Addendum (including Clause 8 of the China Connect Addendum in respect of the disclosure of customer’s information/personal data) and agrees to be bound by them. The Omnibus Client agrees to the disclosure of Customer Information (as defined in Clause 8 of the China Connect Addendum) in accordance with the terms of Clause 8 of the China Connect Addendum. The Omnibus Client understands that it may withdraw its consent for disclosure of such Customer Information at any time, but that in such event, CSBHK may not be able to execute its trading instructions or may be required to restrict execution of its trading instructions to sell-orders only in compliance with the Exchange’s requirements.
- 4.3 The Omnibus Client, on its own behalf and on behalf of each of Other Persons, agrees to and makes the same representations, warranties and undertakings to CSBHK, on a continuing basis as set out in Clause 2 of the China Connect Addendum all the time. Where the Omnibus Client is an intermediary, it represents and undertakes to examine and verify the identity of the Other Person, and it has already adopted control arrangements to ensure only orders from those who are eligible are accepted.
- 4.4 If the Omnibus Client is a TTEP who conducts Northbound trading through a China Connect Exchange Participant pursuant to Article 590 of the Rules of the Exchange, it confirms that it has read and understood and shall abide by all requirements of the Rules of the Exchange relating to Northbound trading and the requirements relating to TTEPs under the Northbound trading investor identification regime. If any errors, negligence, default, bad faith or breach of regulatory requirements occur when the Omnibus Client acts through CSBHK in respect of China Connect services, it shall defend and indemnify CSBHK and all Relevant Persons from and against all Losses resulting therefrom.

#### **Hong Kong Investor Identification Regime and Over-the-counter Securities Transactions Reporting Regime**

- 5.1 Where the Omnibus Client is a “relevant licensed or registered person” as defined under paragraph 5.6 of the Code of Conduct and (i) carries out proprietary trading, and/or (ii) acts as an agent for the Customer’s “client”, as the case maybe, and gives a trading order or makes a transaction falling under the scope of IDR and OTCR, the Omnibus Client agrees and represents, warrants and undertakes to CSBHK, on a continuing basis that the Omnibus Client has complied with and will comply with the regulatory requirements of the IDR and OTCR as set out in Clause 14 of the *Terms and Conditions for Securities Trading (Professional Investor - Institutional)* all the time; and
- 5.2 In addition to any consents given under the Privacy Policy Statement, the Terms and Conditions and the Agreement in respect of the processing of the Data of the Omnibus Client (including Data provided by the Omnibus Client of any natural person (“**data subject**”)) in connection with the Omnibus Client’s account(s) with CSBHK and services to the Omnibus Client by CSBHK as required by applicable laws and regulations, the Omnibus Client agrees and consents to CSBHK that CSBHK and/or its Affiliates may collect, store, process, use, disclose and transfer Data relating to the Omnibus Client and/or data subject (including but not limited to the Omnibus Client and/or data subject’s CID and BCAN(s)) as required for CSBHK to provide securities trading and related services falling under the scope of the FINI stipulated by HKEX and the IDR and OTCR, to be implemented by SFC, the Exchange and/or HKEX and to comply with the rules and requirements of HKEX and/or SFC in effect from time to time (including but not limited to the Code of Conduct), and to provide services for the subscription or purchase of securities in a public offer in respect of a new listing on the Exchange on behalf

of the Omnibus Client as set out in Clause 5 of the *Terms and Conditions for Securities Trading (Professional Investor - Institutional)*.

#### **Tractions related to Special Purpose Acquisition Company**

- 6.1 Where the Omnibus Client is acting for the benefits or account or on behalf of an Other Person, such as the Omnibus Client being an intermediary acting for its underlying clients, for whom the transaction is effected, the Omnibus Client confirms each of the Omnibus Client and such Other Person is a SPAC Eligible Investor as required under the Rules; in particular, where the Omnibus Client is an intermediary, it represents and undertakes to examine, verify and ensure its underlying clients are SPAC Eligible Investor, and it has already adopted control arrangements to ensure only orders from those who are eligible are accepted.

#### **Tractions related to debt securities listed on the HKEX under Chapter 37 of the Rules Governing the Listing of Securities on the HKEX (“Chapter 37 Bond Transactions”)**

- 7.1 With respect to Chapter 37 Bond Transactions, where the Omnibus Client is acting for the benefits or account or on behalf of an Other Person, such as the Omnibus Client being an intermediary acting for its underlying clients, for whom the transaction is effected, the Omnibus Client confirms each of the Omnibus Client and such Other Person is a professional investor as defined in Part 1 of Schedule 1 to the SFO; in particular, where the Omnibus Client is an intermediary, it represents and undertakes to examine, verify and ensure its underlying clients are professional investors, and it has already adopted control arrangements to ensure only orders from those who are eligible are accepted.

#### **Omnibus Account**

- 8.1 If the Omnibus Client maintains an Omnibus account with CSBHK consisting of a master account and a number of sub-accounts for its undisclosed customers, the Omnibus Client agrees, acknowledges and covenants (as the case may be) that:
- (i) CSBHK may at all times treat the Omnibus Client itself, and not any of its underlying clients carried in the Omnibus Account, as CSBHK’s client and any obligations that CSBHK may have under the Agreement are to the Omnibus Client only and not to the Omnibus Client’s underlying clients. Accordingly, CSBHK will have no obligations or any duties of whatever nature to the Omnibus Client’s underlying clients whether in contract or tort and whether or not their identities are known to CSBHK.
  - (ii) CSBHK may treat the Omnibus Client’s master account and any sub-accounts as a single account for margining purposes. Further, and without limitation to any rights CSBHK may have under the Agreement, CSBHK may set-off any positive cash margin owed by CSBHK to the Omnibus Client on any sub-account with any cash margin owed by it to CSBHK on any other sub-account.
  - (iii) CSBHK usually only accept payments from and make payments to the bank account set out in the Omnibus Client’s Standard Settlement Instructions to CSBHK. Accordingly, CSBHK may refuse to accept payments from or make any payments to any third party including to/from the Omnibus Client’s underlying clients, unless CSBHK has reviewed and approved the same in accordance with its internal policies.

- (iv) Without prejudice to the Agreement, CSBHK may accept instructions for any sub-account from anyone on the list of authorized traders provided by the Omnibus Client to CSBHK.
- (v) CSBHK's obligation to carry out due diligence checks (including Know Your Customer and Anti-Money Laundering checks) are limited to carrying out appropriate checks on the Omnibus Client itself. The Omnibus Client shall carry out any appropriate due diligence checks on each of its underlying clients.
- (vi) The Omnibus Client shall be responsible for due diligence investigation, obtaining and maintaining adequate information on the Other Persons as required under the laws of the country with jurisdiction over the Omnibus Client, which includes but not be limited to, verifying the identity of the Other Persons, performing background and credit checks of the Other Persons, assuring that the Other Persons are not prohibited under relevant anti-money laundering law. The Omnibus Client shall be exclusively responsible for suitability of any transaction for the Other Persons.
- (vii) If applicable, the Omnibus Client shall disclose the detail of any commission sharing agreements between it and CSBHK to its underlying clients.
- (viii) It shall comply with all relevant regulatory requirements, including but not limited to the following:
  - (1) General Principle 1 of the Code of Conduct, requiring intermediaries to act honestly, fairly, and in the best interests of their clients and the integrity of the market;
  - (2) General Principle 2 of the Code of Conduct, requiring intermediaries to act with due skill, care and diligence, in the best interests of their clients and the integrity of the market;
  - (3) Paragraph 5.1 of the Code of Conduct, requiring intermediaries to take all reasonable steps to establish the true and full identity of each of their clients, and of each client's financial situation, investment experience, and investment objectives;
  - (4) Paragraph 5.4 of the Code of Conduct, requiring intermediaries to be satisfied on reasonable grounds about (i) the identity, address and contact details of (a) the person or entity ultimately responsible for originating the instruction in relation to a transaction; and (b) the person or entity that stands to gain the commercial or economic benefit of the transaction and / or bear its commercial or economic risk; and (ii) the instruction given by the person or entity referred to in (i). The intermediary should keep in Hong Kong a record of the details referred to above and give the SFC access to that record upon request;
  - (5) Section 5(1) of Schedule 2 to the AMLO, requiring financial institutions to continuously monitor their business relationship with customers by conducting appropriate scrutiny of transactions (cash and non-cash transactions) carried out for the customers;
  - (6) Paragraph 5.1 of the Guideline published by the SFC under section 7 of the AMLO and section 399 of the SFO (the "**AML Guideline**"), requiring financial institutions to identify transactions that are complex, large or unusual or patterns of transactions that have no apparent economic or lawful purpose and which may indicate money laundering or terrorist financing; and
  - (7) Paragraph 4.3.3 of the AML Guideline, requiring financial institutions to make appropriate enquiries about customers who are individuals, where there are indications that the customer is not acting on his own behalf.

- (ix) Upon CSBHK's request, the Omnibus Client shall duly complete and return to CSBHK any AML attestation form and/or questionnaire or equivalent documents to agree and perform the client due diligence measures. The Omnibus Client shall provide copies of all necessary and relevant underlying clients/investors information and documentation obtained at request of any competent authority, statutory requirements and/or legitimate internal compliance process and such other document as stipulated by between CSBHK and us from time to time.
- (x) The Omnibus Client shall be wary of potential red flags of market misconduct including but not limited to market manipulation activities and critically review and enhance its systems and controls for the purpose of knowing its clients, monitoring their trading activities and complying with the Applicable Requirements.

### Other Requirements

- 9.1 In performing of its duties hereunder and under the Agreement, the Omnibus Client shall:
- (i) refrain from committing any act or omission that could subject it or CSBHK to any liability under the Prevention of Bribery Ordinance, Cap. 201 of the laws of Hong Kong, the U. S. Foreign Corrupt Practices Act or similar anti-bribery laws or legislation of other jurisdictions (collectively, "**Anti-Bribery Laws**");
  - (ii) maintain policies and procedures designed to promote and achieve compliance with such Anti-Bribery Laws and procure its directors, officers, employees, representatives and agents to comply with such policies and procedures; and
  - (iii) notify CSBHK immediately of any breach of such Anti-Bribery Laws.
- 9.2 The Omnibus Client acknowledges that the regulations based on the Organisation for Economic Co-operation and Development (OECD) Common Reporting Standard ("**CRS**") and FATCA Intergovernmental Agreements ("**IGA**") implementing the FATCA provisions require CSBHK to collect and report certain information about an account holder's tax residency. If the Omnibus Client's tax residence is located outside Hong Kong or is otherwise reportable, it shall complete the self-certification form(s) posted on CSBHK's web-site and submit the same to CSBHK. The Omnibus Client acknowledges that CSBHK may be legally obliged to pass on the information in this form and other financial information with respect to the Omnibus Client's accounts to Hong Kong governmental authorities ("**Authorities**") including the Inland Revenue Department of Hong Kong and such authorities may exchange this information with tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information. The Omnibus Client authorizes CSBHK to make disclosure to fulfil all relevant reporting requirements stipulated by the Authorities from time to time. The Omnibus Client understands that CSBHK does not provide any form of tax advice and shall contact its own tax adviser if any tax related advice is required.
- 9.3 The Omnibus Client shall ensure that true, accurate and complete information is provided in its self-certification and shall within seven (7) days upon a written request from CSBHK provide supporting documents to CSBHK for verification of the information contained in its self-certification. The Omnibus Client shall provide an updated self-certification within 30 days of any change in circumstance which may affect its tax residency status and shall notify CSBHK immediately if any information in its self-certification becomes untrue, inaccurate or misleading.



- 9.4 Save to the extent that the Losses are finally and judicially determined by a court of competent jurisdiction to have resulted directly from the fraud or wilful default of CSBHK, the Omnibus Client shall indemnify and hold CSBHK, its Affiliates and the Relevant Persons (each an “**Indemnified Party**”) harmless from and against all Losses and cost and expenses incurred or suffered by any Indemnified Party(ies) for or in connection with this Addendum including but not limited to:
- (a) its use of CSBHK’s services including the use of CSBHK’s DMA services by its underlying clients;
  - (b) its breach of any terms or conditions of this Addendum;
  - (c) any errors or omissions in any self-certification forms provided to CSBHK; and
  - (d) any non-compliance of the Anti-Bribery Laws, CRS or FATCA reporting requirements or any other Applicable Requirements.

For the purposes of this clause, “cost and expenses” shall include legal costs and disbursements (calculated on a full indemnity basis) incurred by CSBHK in defending itself successfully against any claims and proceedings and in enforcing its rights under this Addendum and/or the Agreement.

- 9.5 The “**Qualified Intermediary**” reporting services offered by CSBHK (the “**QI Service**”) may not be applicable to Omnibus Client where:
- (a) the Omnibus Client is a Non-Qualified Intermediary but does not disclose the identity of its underlying clients to CSBHK; or
  - (b) the Omnibus Client is a Qualified Intermediary but fails to provide a completed withholding statement which shall form an integral part of the Form W-8IMY.

The Omnibus Client acknowledges and agrees that where QI services is not applicable, the Omnibus Client would be subject to the maximum taxation withholding rate as imposed by the U.S. Internal Revenue Service from time to time.

- 9.6 If the HKEX, the SFC or relevant regulator takes any disciplinary action(s) against CSBHK due to the Omnibus Client’s and/or Other Person’s failure to comply with the relevant investor eligibility specified in the Rules, breach of the Rules or other misconducts (the “**Breach**”), CSBHK reserves the right to pursue any and all available legal and equitable remedies against the Omnibus Client in connection with the Breach.

For the purpose of this clause, “**disciplinary action(s)**” means any of the penalties set out in Disciplinary Procedures under the Rules and other penalties as prescribed by the HKEX, the SFC or relevant regulator from time to time.

- 9.7 The Omnibus Client agrees to fully indemnify and hold harmless each of CSBHK, its Affiliates and the Relevant Persons from and against all claims, actions, liabilities, proceedings against any of CSBHK, its Affiliates and the Relevant Persons and all Loss (including legal fees) which they may suffer resulting from or arising out of or in connection with the Breach.
- 9.8 The Omnibus Client shall be responsible to maintain and provide to CSBHK, where it’s legal and permissible to do so, all data and information related to the Omnibus Client and Other Persons required by the applicable laws and regulations or at the request of regulators or required by CSBHK.

#### **Force Majeure**

- 10.1 **"Force Majeure Event"** means any event occurring in Hong Kong or elsewhere, giving rise to a failure or delay in the performance of any duties or obligations under this Addendum or the Agreement, which arises from a cause beyond the control of the relevant party and which is not due, or substantially attributable, to any failure of that party to exercise due diligence to prevent such failure or delay, including, without limitation, any Act of God, calamity, war, civil war or strife, rebellion, revolution, insurrection, invasion, acts of a foreign enemy, hostilities (whether war has been declared or not), terrorism, fire, explosion, earthquake, tsunami, flooding, lightning or other adverse weather condition, strikes, industrial actions, government restrictions, exchange or market rulings, suspension of trading, computer breakdown, failure or malfunction of computer network, trading system, clearing system or communication system, malfunction of equipment, power failure, hacking, sabotage, restrictions on convertibility or transferability, requisitions, unavailability of Securities Account records or Securities Account, an actual or threatened debt moratorium (whether private or public), prohibition by new law or regulatory requirements, exchange controls, capital controls, break-up of currency or other restrictions occurring regionally, internationally or in its country of residence or in the country of any of the exchanges.
- 10.2 If either party is affected by a Force Majeure Event, the party affected shall promptly notify the other party of the nature and extent of the circumstances in question.
- 10.3 Notwithstanding any other provision of the Agreement: (i) CSBHK may suspend any transactions and all the Omnibus Client's rights and powers thereunder in whole or in part; (ii) neither party shall be deemed to be in breach of this Addendum or the Agreement (as the case may be) or otherwise be liable to the other party for any delay in performance or the non-performance of any obligations to the extent that the delay or non-performance is due to a Force Majeure Event of which it has notified the other party; and (iii) if CSBHK in its sole and absolute discretion deems fit, the time of performance shall be extended by a period equivalent to the period during which performance of the relevant obligation has been delayed or failed to be performed.

### **Governing Laws and Jurisdiction**

- 11.1 This Addendum shall be governed by and construed in accordance with the laws of Hong Kong. The jurisdiction clause in the Terms and Conditions shall also apply to this Addendum.

### **Miscellaneous**

- 12.1 If any provision of this Addendum is deemed void, illegal or unenforceable by any law to which it is subject, it shall not affect the remaining provisions of this Addendum.
- 12.2 Notwithstanding anything contained in this Addendum or the Agreement, Clauses 3.9, 4.3, 9.4, 9.6 and 9.7 above shall survive the termination of this Addendum and the Agreement.