

September 10, 2018

Dear Valued Client

Re: Amendments to Client Agreement and Schedules

As a valued client of Everbright Sun Hung Kai, your interests always come first, and we are confident that you will be satisfied with the services we offer. Please be informed that:

- (a) the following provision will be added to the Client Agreement and Schedules ("**Client Agreement**") in respect of Sun Hung Kai Investment Services Limited ("**SHKIS**") as Clause 17.5, SHK Online (Securities) Limited as Clause 17.5, Sun Hung Kai Commodities Limited as Clause 14.5, Sun Hung Kai Bullion Company Limited as Clause 18.5 and Sun Hung Kai Forex Limited as Clause 12.5 with the necessary modification of the identity of the relevant company:

*Client acknowledges and agrees that SHKIS¹ may engage third party service providers, including (but not limited to) brokers, custodians, settlement and clearing agents, system vendors and market data providers ("**Third Party Service Providers**") in connection with trading conducted on local or foreign markets. Client acknowledges and agrees that SHKIS¹ shall be under no obligation to take any action whatsoever against any Third Party Service Provider in respect of any loss or damage suffered by Client arising out of any act or omission on the part of such Third Party Service Provider, and covenants not to hold SHKIS¹ responsible or liable in any manner for any such loss or damage unless SHKIS¹ is guilty of fraud or wilful default which also contributes to the Third Party Service Provider's act or omission.*

[1] The English abbreviations of the relevant companies are different in various Client Agreements.

- (b) a new Clause 21.18 will be added to the Client Agreement of SHKIS after Clause 21.17, as follows:-

"21.18 Restrictions on US Securities Trading

*Client agrees to deal in US Securities either through (i) such internet-based electronic platform ("**Online Platform**") or (ii) off-line means ("**Off-line Means**") as may be designated by SHKIS from time to time. Unless otherwise agreed in writing by SHKIS and to the extent permitted by applicable Laws, Client agrees that trading for US Securities through Online Platform or Off-line Means are mutually exclusive for trading in US Securities. In other words, if Client chooses to use Online Platform for trading in US Securities, Client cannot trade through Off-line Means in US Securities. Similarly, if Client chooses to trade through Off-line Means in US Securities, Client cannot trade through Online Platform in US Securities. Client undertakes to abide by the aforesaid trading restriction. SHKIS reserves the right to decline to act for Client or act upon any instruction, or execute any transaction in US Securities for and on behalf of Client. SHKIS shall also not in any circumstances whatsoever be liable for any loss, damage, liability, cost, expense or whatsoever arising out of or in connection with Client's failure to abide by the aforesaid restriction."*

The new Client Agreements shall take effect on September 24, 2018 (the "**Effective Date**"). Your unconditional agreement to the terms and conditions of the relevant Client Agreement including but not limited to the amendments made thereon is a pre-condition for your use of our services.

Should you continue to use our services at any time on or after the Effective Date, this will constitute your unconditional acceptance of the terms and conditions of the relevant Client Agreement including but not limited to your acceptance of all the amendments made thereon.

Should you have any queries, please do not hesitate to contact your Investment Consultant. If you are a client of EBSHK Direct, please call our Customer Service Hotline on +852 2822 5001 (Hong Kong)/+86 40011 95525 (Mainland) for assistance.

Yours sincerely,

Sun Hung Kai Investment Services Limited*
SHK Online (Securities) Limited*
Sun Hung Kai Commodities Limited*
Sun Hung Kai Bullion Company Limited*
Sun Hung Kai Forex Limited*

*Sun Hung Kai Investment Services Limited, SHK Online (Securities) Limited, Sun Hung Kai Commodities Limited, Sun Hung Kai Bullion Company Limited, and Sun Hung Kai Forex Limited operate under the Everbright Sun Hung Kai brand and its sub-brands.

Note: If there is any conflict or inconsistency between the English and Chinese versions of this letter, the English version shall prevail. This letter is computer generated and therefore no signature is required.

尊貴的客户：

有關：客戶協議及附件修訂

閣下是光大新鴻基的尊貴客戶，我們一直以您的利益為先，並相信我們所提供的服務定會讓您稱心滿意。謹此通知：

- (b) 以下條文將加入至客戶協議及附件（「**客戶協議**」），作為新鴻基投資服務有限公司（「**新鴻基投資服務**」）客戶協議的第 17.5 條、新鴻基科網（證券）有限公司客戶協議的第 17.5 條、新鴻基期貨有限公司客戶協議的第 14.5 條、新鴻基金業有限公司客戶協議的第 18.5 條及新鴻基外匯有限公司客戶協議的第 12.5 條，惟新增條文需就有關公司的身份作必要的修改：

客戶確認並同意新鴻基¹可聘任第三方服務供應商，包括（但不限於）經紀、保管人、交收及結算代理人、系統供應商及市場數據提供者（「**第三方服務供應商**」），在本地或海外市場進行交易。客戶確認並同意新鴻基¹沒有義務對任何第三方服務供應商就此類第三方服務供應商方面的任何行動或遺漏而對客戶所造成的任何損失或損害採取任何行動，並契諾不得以任何方式要求新鴻基¹承擔任何此類損失或損害的義務或法律責任（因新鴻基¹欺詐或故意失責，並且其有助於第三方服務供應商的行動或遺漏除外）。

[1] 有關公司的中文縮寫在各份客戶協議中有所不同。

- (b) 新鴻基投資服務的客戶協議第 21.17 條後將加上新條款第 21.18 條，如下：

21.18 對美國證券交易的限制

客戶同意通過新鴻基投資服務不時指定的(i)基於互聯網的電子平台（「**網上平台**」）或(ii)離線方式（「**離線方式**」）進行美國證券交易。除非新鴻基另有書面同意且在適用法律允許的範圍內，客戶同意通過網上平台或離線方式進行的美國證券交易就買賣美國證券而言只可二擇其一。換言之，倘客戶選擇使用網上平台進行美國證券交易，則客戶不能通過離線方式進行美國證券的交易。同樣，倘客戶選擇通過離線方式進行美國證券的交易，則客戶不能通過網上平台進行美國證券的交易。客戶承諾遵守上述交易限制。新鴻基保留拒絕代表客戶行事或執行指令或為客戶或代表客戶進行任何美國證券交易的權利。於任何情況下，新鴻基亦不對因客戶未能遵守上述限制而引起的或與之相關的任何損失、損害、責任、費用、支出或其他情況負上任何責任。」

新客戶協議將於 2018 年 9 月 24 日（「**生效日期**」）生效。閣下無條件同意有關客戶協議的條款及條件，包括但不限於對其進行的修改，是閣下使用我們服務的先決條件。

如果閣下在生效日期或之後的任何時間繼續使用我們的服務，這將構成閣下無條件接受有關客戶協議的條款及條件，包括但不限於對其進行的所有修改。

如有任何疑問，請聯絡您的客戶經理。假如閣下是鴻財網的客戶，請致電我們的客戶服務熱線+852 2822 5001（香港）／+86 40011 95525（內地）。

新鴻基投資服務有限公司*
新鴻基科網（證券）有限公司*
新鴻基期貨有限公司*
新鴻基金業有限公司*
新鴻基外匯有限公司* 謹啟

2018 年 9 月 10 日

*新鴻基投資服務有限公司、新鴻基科網（證券）有限公司、新鴻基期貨有限公司、新鴻基金業有限公司及新鴻基外匯有限公司以光大新鴻基品牌及其附屬品牌營運。

註：倘本函的英文版本與中文版本有任何矛盾或歧義，概以英文版本為準。此乃電腦編印信件，無須簽署。