

**MAGNUM RESEARCH LIMITED**  
**弘量研究有限公司**

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***CLIENT AGREEMENTS AND SCHEDULES***

**客戶協議及附表**

*(For SmartGlobal User and SmartGlobal Max User)*  
*(供SmartGlobal用戶及SmartGlobal Max用戶)*

*October 2018 Edition*  
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**MAGNUM RESEARCH LIMITED**  
**弘量研究有限公司**

Licensed under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) to carry on Type 1 (dealing in securities) and Type 4 (Advising on securities) regulated activities  
(CE Number: BJU619)

中央編號 BJU619,一家根據《證券及期貨條例》(第 571 章)獲發牌從事第一類(證券交易)、第四類(就證券提供意見)受規管活動的持牌法團

**THIS IS AN IMPORTANT DOCUMENT.**  
**PLEASE READ IT CAREFULLY AND RETAIN IT FOR FUTURE REFERENCE.**  
**此乃重要文件，懇請細閱，並妥善保存以供日後參考。**

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## **CLIENT AGREEMENT**

### **GENERAL TERMS AND CONDITIONS**

This Client Agreement (the “**Agreement**”, as defined below) sets out the terms and conditions which apply to your (i.e. the “**Client**”) AQUMON investment advisory account (the “**Account**”, as defined below) with Magnum Research Limited (“**Magnum**”).

#### **1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Agreement, the following words and expressions shall have the following meanings:

“**Account**” refers to the AQUMON account opened by the Client with Magnum in accordance with the terms and conditions in this Agreement.

“**Account Number**” refers to the serial number provided by AQUMON to the Client upon the opening of the Account for identification purpose.

“**Account Opening Form**” refers to the forms and documents the Client is required to read and sign before and during the process of account opening with Magnum.

“**Advisory fee**” refers to the fees charged by Magnum for the robo-advisory services provided by Magnum.

“**Agreement**” refers to the agreement contract signed between Magnum and Client, which will be changed, corrected or complemented in accordance to specific circumstances.

“**AQUMON**” refers to the investment advisory platform developed by Magnum and the advisory service provided for the Client by Magnum.

“**Authorized Persons**” refers to those individuals who have been designated by or duly authorized by the Client pursuant to necessary corporate or other action to act on behalf of the Client in connection with this Agreement.

“**Brokerage Commissions**” refers to the fees charged by Magnum or the Third Party Execution Broker for execution of clients’ transaction orders.

“**Growth Enterprise Market**” refers to the Growth Enterprise Market managed by the SEHK.

“**HKSCC**” refers to the Hong Kong Securities Clearing Company Limited and its successors and assigns.

“**Hong Kong**” refers to the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Hong Kong Main Board**” refers to the stock market operated by the SEHK except for the Growth Enterprise Market and the Option Market.

“**Instruction**” refers to a written, oral or electronic communication which Magnum approves that involves instructions in trading of any form of securities (including any subsequent corrections or cancellations that are accepted by Magnum).

“**Password**” refers to the password that the Client has personally set, altered and possessed. This password, along with the Client’s registered email address, will be entered into AQUMON, the Intelligent Investment Advisory system.

“**Regulators**” refers to the SFC, SEHK or other relevant exchange, the relevant clearing house and any other regulatory authority whether in Hong Kong or elsewhere;

“**Regulatory Rules**” refers to the rules of the Regulators or other laws, rules, codes, guidelines, circulars and regulatory directions issued by the Regulators from time to time;

“**Securities**” refers to any one of the following: (1) Exchange-Traded Funds (“ETFs”) listed on HKEx and authorized by the SFC; (2) Stocks listed on HKEx; (3) Mutual funds authorized by the SFC; (4) ETFs traded on US stock exchanges; and (5) Stocks listed on US stock exchanges.

“**SEHK**” refers to the Stock Exchange of Hong Kong Limited.

“**SFC**” refers to the Securities and Futures Commission of Hong Kong and its successors and assigns.

“**SmartGlobal**” refers to the AQUMON investment advisory service prescribed in the *SPECIAL TERMS AND CONDITIONS FOR SMARTGLOBAL ACCOUNT HOLDERS* of this Agreement.

“**SmartGlobal Max**” refers to the AQUMON investment advisory service prescribed in the *SPECIAL TERMS AND CONDITIONS FOR SMARTGLOBAL MAX ACCOUNT HOLDERS* of this Agreement.

“**Third Party Execution Broker**” refers to any licensed corporation that Magnum may from time to time cooperate with for customers’ order execution. They should be proved to have valid corresponding SFC licenses.

“**Trading Day**” refers to a day on which trading can be conducted on the Stock Exchange of Hong Kong, normally from Monday to Friday, excluding public holidays or when the SEHK cannot conduct trading for the whole day due to severe weather situations or force majeure (please refer to messages disseminated through HKEx’s market systems for detail).

“**Transaction**” refers to an order that has been fully and/or partially completed and the allocation and acquisition of new issued shares.

“**Ultimate Beneficiary**” refers to the ultimate individual beneficiary of the company or group, including beneficiaries holding interest through nominees or trusts if the client is a corporation or a group.

- 1.2** Conditions referring to singular terms can be applied to plural terms as well and vice versa. Gender reference should include all genders. Any terms referring to individuals, Magnum, Clients should include natural persons, firms and sole proprietary, partnership enterprises, companies and vice versa.

## **2. THE ACCOUNT**

### **2.1 Account Opening**

- (a) Client hereby instructs and authorises Magnum to open and maintain an AQUMON account in the name of Client for purchasing, investing in, selling, exchanging or otherwise dealing in securities in Hong Kong or elsewhere, on the terms set out in this Agreement.
- (b) Magnum will not open an account for a United States person as defined in the Foreign Accounts Tax Compliance Act (“FATCA”) except as permitted by Section 15a-6 of the US Securities and Exchange Commission.

## **2.2 Information Accuracy**

The Client acknowledges that the information provided in the Account Opening Form is true, complete and accurate in all respects, on which Magnum can rely for operations unless Magnum has received written instructions regarding the change of account information from an Authorized Person(s).

## **2.3 Information Inquiries**

The Client has agreed to authorize Magnum to conduct client information inquiries from time to time, and verify the Client’s financial situation, investment experience and goal, and the accuracy of Client’s information.

## **2.4 Legal Status**

The Client acknowledges that he/she/it has the authority and legal capacity to enter into this Agreement and perform his/her/its obligations under this Agreement, and that this Agreement constitutes an effective and legally binding obligation to the Client:

- (a) If the Client is an individual, the Client represents:
  - He/She has been above 18 years older;
  - He/She is mentally healthy and not diagnosed with any mental illness;
  - He/She possesses legal capacity; and
  - He/She has not been declared for bankruptcy.
- (b) If the Client is a company or in the form of partnership, the Client represents :
  - It is duly incorporated and validly existing in accordance with the laws of the jurisdiction where It is incorporated;
  - It has not taken any steps to appoint receivers or liquidators for its assets or business;
  - It is not in the course of suspension or dissolution; and
  - Necessary actions shall be taken in order to enable the Client to discharge its obligations under this Agreement.

## **2.5 Ultimate Beneficiary of the Account**

The Client has appointed an Ultimate Beneficiary upon the account opening procedure with Magnum. Should there be any change to the details of the Ultimate Beneficiary of the Account, the

Client agrees and guarantees to notify Magnum through a written notice.

## **2.6 Agency Rights**

The Client agrees and irrevocably authorize Magnum to become the Client's sole agent under the areas permitted by law, to take any action which may be deemed necessary or practicable in the execution of this Agreement and to sign any document or instrument in the name of the Client to carry out the provisions of this Agreement.

## **2.7 Account and Password Protection**

In order to protect the safety and benefit of the Client and the Account, the Client will personally set up a Password to access and operate his/her Account. The Client hereby agrees, narrates and guarantees that he/she is the sole possessor and legitimate user of the Password. The Client will monitor and ensure the integrity and security of his/her Password and Account, and will be solely responsible for such use. Once the Password and Account Number are lost, stolen or illegally used, the Client will immediately notify Magnum in writing. In the absence of such written notice, Magnum shall not be liable for any loss resulting therefrom.

## **2.8 Major Changes**

Magnum and the Client agree to promptly notify the other party of any changes to the information in the Account Opening Form and the information provided in this Agreement. Changes to any information contained in the Account Opening Form will not affect the operation of the Account unless a written notice is received.

## **2.9 Actual Signature**

The signature of the client, authorized signatory, director, secretary or partner (as the case may be) of the client and any signature of the authorized person shall be the true signatures of the parties in the Account Opening Form and this Agreement.

# **3. INVESTMENT ADVISORY SERVICE**

**3.1** Magnum will advise the Client on securities trading through AQUMON, an investment advisory platform, and execute the Client's securities transaction order.

**3.2** Clients shall read this Agreement, service instructions, privacy policy and other rules set forth on the AQUMON website, and should abide by such rules as well as applicable laws, rules and regulations when using the service provided by AQUMON. In addition to the service mentioned herein, Clients may have access to other services provided by AQUMON in the future, and if Clients wish to use such services, he/she shall also comply with the terms and conditions of this Agreement.

**3.3** Magnum is responsible for provision of service and maintenance of network environment, as well as the service-related technical support. Magnum reserves the right to modify, remove or add one or more functions of AQUMON at any time.

**3.4** Client acknowledges that he/she understands that employees, directors, affiliates or shareholders of Magnum may hold securities positions, and such securities may be included in the investment

portfolios recommended to the Client by Magnum; The Clients also understand that the market positions of any such employees, directors, affiliates or shareholders may or may not be consistent with the recommendations made by Magnum to the Client. Magnum does not make any representations, warranties or warranties with respect to the tax consequences of the Client's transactions.

- 3.5** Client acknowledges that the ownership of AQUMON, the investment advisory platform, belongs to Magnum. The Client guarantees that he/she will not damage, modify, deconstruct, reverse operate or alter the operation of AQUMON without authorization. The Client acknowledges that if the Client fails to comply with this Provision, Magnum may take legal action against the Client. And the Client guarantees that if he/she knows a third party conducting the aforementioned behavior, he/she will promptly notify Magnum.
- 3.6** The Client should understand that Magnum could not guarantee that the service provided is perfect. If the service provided by Magnum is defective, and the defect is unavoidable by the technological level of the industry at the time, the flaw will not be regarded as a breach of contract. The Client understands and agrees that, although Magnum will provide service availability and reliability support, Magnum will not make any commitment to the availability or reliability of the Service. Nor do we assume any responsibility for the results of the use of AQUMON.
- 3.7** Magnum is willing to work with the Client to solve problems, and is committed to continuously improve the service quality and service levels of AQUMON. In any case, the Client can contact Magnum via the official phone number at (852) 2155 2816 or e-mail to cs@aquumon.com to report obstacles or request technical support.
- 3.8** If Magnum solicits sale of or recommends any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask the Client to sign and no statement we ask the Client to make derogates from this clause. For the purpose of this Clause 3.8, "Financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance (Cap. 571).

#### **4. TRADING**

- 4.1** Magnum will execute the Client's trading instruction after the Client places the order on AQUMON. Magnum does not need to verify the identities and permissions of those who issue the Instructions. The Client hereby waives any defense and acknowledges that any directive may be void of any form of writing that may be required by applicable laws, rules and regulations.
- 4.2** The Client agrees that he/she will independently determine each Instruction and/or Transaction without relying on Magnum. Regardless of whether it is requested by the Client, Magnum will not be responsible for any information or advice provided by any of its directors, officers or employees.
- 4.3** Any dissemination, distribution and use of non-public information to profit or stop the acts are illegal. The Client acknowledges that he/she is aware of the illegal nature of such conduct. The

Client agrees not to perform the above and other unlawful acts and shall have full responsibility for all consequences

- 4.4** The Client agrees that Magnum shall have full discretion and without prior notice to the Client that for any reason Magnum may terminate or limit the ability of Client to transact through his/her Account. The Client agrees that Magnum shall not be liable for any actual or consequential loss or damage caused by such restrictions.

**4.5 Third Party Execution Broker**

- (a) In executing orders, Magnum may execute via Third Party Execution Brokers. The Client acknowledges and agrees to use a Third Party Execution Broker at the transactional service level. The Client shall be aware of the risks of third-party services. Magnum shall not be liable for such risks.
- (b) Magnum may execute Client's Instructions by itself or through such Third Party Execution Brokers or dealers as Magnum may in its sole discretion decide. Magnum is not obliged to account to Client for any commissions, fees, spreads (including mark ups or mark downs) or other benefits obtained in connection therewith. Magnum shall execute and use reasonable effort to procure any third party broker to execute Client Instructions in accordance with best execution standards as set forth in applicable rules and regulations as well as Magnum's Compliance Policy, and Magnum shall take responsibility for order execution.

**4.6 Client Money**

Clients' money will be held in the segregated accounts opened by Magnum or Third Party Execution Broker with a recognized bank(s), which shall be separate from the assets of Magnum and the Third Party Execution Broker.

**5. CHARGES**

- 5.1** Magnum will charge Client 0.8% annual advisory fees, which will be calculated based on the net account value of the Client's Account starting from the date of initial allocation. The advisory fees will be calculated with net account value at Hong Kong Time 18:00 on the preceding day. The calculation is as follows:

$$C = D \times 0.8\% \div N$$

C refers to the advisory fee Magnum charges the Client daily

D refers to the net account value of the Client's Account at Hong Kong time 18:00 on the preceding day of asset allocation

N refers to the number of days in the year (365 days for a normal year, 366 days for a leap year)

The advisory fee will be calculated on a daily cumulative basis as soon as the Client confirms to execute the suggested portfolios for the first time. The Client shall pay the accumulated advisory fee within the first week of next month.



If the Client requires to close the Account within one month, the accumulated advisory fee will be deducted by Magnum when the closing process is completed.

- 5.2** Magnum or the Third Party Execution Broker will charge Brokerage Commissions for executing Client's Instructions. Details of the Brokerage Commissions, charges and fees are available on Magnum or the Third Party Execution Broker's official website (as amended from time to time with prior written notice).
- 5.3** Magnum reserves the right to revise, cancel or add one or more charges to AQUMON at any time. Magnum will announce the latest charging policy and norms through Magnum's official website or e-mail notification ten (10) working days prior to the actual modification. If the Client still uses AQUMON corresponding function, the Client shall comply with the then effective rates and service agreements announced by Magnum.
- 5.4** The costs incurred during the transaction which includes, but not limited to, ETF management fees, stamp duty, transaction levy charged by SFC, clearing fees charged by SEHK, etc., shall be borne by the Client.

## **6. WRITTEN NOTIFICATION AND COMMUNICATION**

### **6.1 Delivery method**

All written notices and communications sent to Client by Magnum under this Agreement may be delivered to the details written in the Account Opening Form, or the latest official address, fax number, and e-mail address written by the Client five (5) Business Days in advance, via personal delivery, postal mail, telegram, facsimile, e-mail or otherwise.

### **6.2 Presumption of Service**

All written notices and communications sent in the manner described above, whether by personal delivery, postal mail, telegram, facsimile, e-mail or otherwise, shall be deemed to have been received unless otherwise notified by the Client. It is the Client's responsibility to ensure the accuracy of his/her information, and if there is any discrepancy, he/she should contact Magnum immediately.

### **6.3 Verbal Notification**

Magnum may contact with the Client orally. The information on the voicemail, telephone answering machine and in other similar electronic or mechanical devices shall be deemed to have been received by the Client.

### **6.4 Responsibility for access to communications**

The Client agrees to periodically review the mailboxes, e-mail, fax machines, and other equipment that are used to receive communication or notification from Magnum. Magnum will not be liable for any loss resulting from the Client's failure, delay or neglect to inspect the above communication sources or facilities.

### **6.5 Monitoring and recording of e-mail and telephone conversations**

In order to protect the interests of both parties and to discover and correct any misunderstanding in time, the Client agrees and authorizes Magnum to monitor and record electronic communications and telephone conversations between the parties independently without prior notice. Any recordings made by Magnum will constitute the ultimate and complete evidence of the communication recorded.

#### **6.6 Confirmation letter and account statement**

The Client will review the receipt, acknowledgment letter and account statement for all the changes that have been applied to his/her Account as soon as he/she receives it. All information contained in the above documents shall be binding on the Client unless a written notice of objection is given to Magnum within five (5) business days after receipt of such information. In any event, Magnum retains the final right to determine the validity of the Client's objections to the information.

#### **6.7 Non-delivery or bounce messages**

The Client agrees to update the Account in a timely manner and to notify Magnum within forty-eight (48) hours of any change. The Client acknowledges that, in the event he/she fails to provide, update and/or notify Magnum of the inability to deliver or return the mail in connection with the most up-to-date and accurate information relating to the Account, Magnum may, for security and completeness of the Client's Account, permanently lock or restrict his/her Accounts.

**6.8** No liability shall be incurred on Magnum for delay in the transmission or execution of the instruction resulting from failure of the transmission or communication facilities, or any other cause beyond Magnum's control.

### **7. GENERAL PROVISION**

#### **7.1 Completeness of agreement**

This Agreement and all existing and subsequent written agreements between the Client and Magnum regarding the Client's Account and the terms and conditions contained in the Declarations and Confirmations submitted to Magnum in respect of the Client's Account constitutes a representation in this Agreement and in relation to the opening and operation of the relevant issues that have reached a complete and binding understanding. Nothing in this Agreement shall be used to remove, exclude or restrict any of the obligations of the Client under any of the laws or rights of Hong Kong.

#### **7.2 Severability**

If any provision of this Agreement is found by any court or Regulator to be invalid or unenforceable, that invalidity or unenforceability shall apply only to that provision. The validity of the other provisions will not be affected; this Agreement will exclude the invalidation clause to continue. If the Client consists of more than one person, the responsibility of each person shall be joint and severable, and the particulars of each such person shall be construed separately in the circumstances. Magnum reserves the right, without prejudice to the liability of others, to separate matters including debt relief.

### **7.3 Presumption of Authority**

Any notice, statement, acknowledgment and other communication, or every transaction identified or alleged in the account statement shall be deemed to be authorized, correct, approved and confirmed by the Client. Should there be any contrary to the notice, Magnum is expecting to have received a written notice from the Client within five (5) business days of receipt of such notice, statement, acknowledgment, and other communications.

### **7.4 Responsibility for notification**

If the Client represents any third party acting as an intermediary agent for the ultimate beneficiary, and the Client is aware of any discrepancy and / or error in relation to his/her account information, transactions, settlement and transfer of funds, the Client should promptly notify Magnum within 24 hours from the date of receipt of the information. The Client agrees that if the Client fails to notify Magnum of such discrepancies and / or errors in a timely manner (not later than five business days), Magnum will not be liable for any claims arising out of such variances, liability or loss.

### **7.5 Revision of the Agreement**

To the extent permitted by the law, Magnum may from time to time amend the terms and conditions of this Agreement and notify the Client accordingly. Such amendments shall take effect immediately upon the Client's acceptance of the notification. The Client acknowledges and agrees that the Client will have the right to terminate this Agreement pursuant if the Client does not accept the notified amendment. The Client also agrees that Magnum will continue to be execute transactions through Magnum if the Client does not express objection to the amendments by Magnum, and the Clients will be deemed to have accepted such amendments.

### **7.6 Major Changes**

Magnum shall notify the Client of any material changes that may affect the services and information or operations provided to Client under the terms of this Agreement.

### **7.7 Waiver Disclaimer**

A waiver of any right in this Agreement must be signed in writing. If Magnum fails or delays the exercise of any of the rights hereunder, it shall not be deemed to have executed the waiver. The exercise of any part or all of the rights in this Agreement does not exclude the exercise of such rights and other rights in the future. Failure to adhere to any terms or conditions of this Agreement shall not constitute or be construed as a Magnum's waiver of any of its licenses, legal remedies or other rights.

### **7.8 Transfer of Rights**

The Client shall not assign the rights and / or obligations under this Agreement to another party without the prior written consent of Magnum. Magnum reserves the right to assign, entrust or otherwise dispose of any of its rights or obligations under this Agreement with any person or organization deemed appropriate by Magnum or by any other of Magnum's member.

### **7.9 Inheritance**

All of the terms of this Agreement are not affected by any changes or successions to the operation of Magnum, and continue in effect, and shall be binding on the Client (in the case of natural person), Partners and Partners' Personal Representatives (in the form of partnership) And the Client's Personal Representative (in the case of a company).

#### **7.10 Termination of Agreement**

Either party may terminate this Agreement at any time by giving 10 business days' notice in writing to the other party, but termination of this Agreement shall not affect the validity of any action taken prior to the termination of the Agreement. The Client understands that, upon submission of this written notice, his/her Account will be limited to clearing transactions only. Any warranties, representations, undertakings and indemnities made by the Client under this Agreement or as required by this Agreement shall survive the termination of this Agreement.

Magnum will grant the right to terminate this Agreement immediately under the following circumstances:

- (a) According to the requirements of laws and regulations or government agencies;
- (b) Magnum believes that the continuation of the service to the Client will result
- (c) in a significant economic or technical burden or material security risk to Magnum;
- (d) It is not practicable to continue to provide services to the Client as a result of any legal or policy change;
- (e) The client fails to pay the relevant fees in full and on time; or
- (f) Client's breach of any other provision of this Agreement.

#### **7.11 English/Chinese Version**

The Client acknowledges that he/she has read the English/Chinese version of this Agreement and that the contents of this Agreement have been fully explained in a language that the Client understands and that the Client understands and accepts this Agreement. In the event of discrepancies between the English and Chinese versions of this Agreement, the English version shall prevail.

#### **7.12 Descriptive Headings**

The title of each clause is for descriptive purposes only. These headings do not constitute modification, limitation or substitution of rights or obligations for the terms of this Agreement.

#### **7.13 Disclaimer**

The Client agrees that the directors, officers and employees of Magnum shall not be liable for any delay or failure to perform any of its obligations under this Agreement and shall not be liable to the directors, officers and its employees to the following circumstances: but not limited to, governmental restrictions, exchange or market rules, trading moratoriums, electronic or mechanical equipment malfunctions, telephone telex or other communications failure, unauthorized operation or trade, theft, War (whether declared war), bad weather, earthquakes and strikes. Costs, claims,

liabilities or expenses arising out of or related with Client's breach of his/her obligations under this Agreement, including any liability incurred by Client for the collection of Client's debts or for any loss, Client's account at a reasonable cost.

## **8. APPLICABLE RULES AND REGULATIONS**

### **8.1 Rules and Regulation**

All transactions performed by the Client with respect to securities traded on the Hong Kong Main Board and the Growth Enterprise Market and other local markets of the SEHK are subject to all applicable laws, rules and regulations in Hong Kong and other applicable jurisdictions; guidelines, rules and regulations of the SFC, the SEHK, HKSCC, other local regulatory bodies, exchanges and clearing houses.

The relevant securities laws of the foreign jurisdiction where the Client's instructions and transactions are executed, settled or cleared shall also be applicable to the Client and Magnum.

### **8.2 Legal Binding**

The Client agrees that this Agreement and all the terms shall be legally binding on the Client, as well as its successors, executors and trustees. All actions taken in accordance by Magnum with these laws, rules and regulations will be legally binding on the Client.

### **8.3 Hong Kong Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. In case of any disputes arising in implementation of the Agreement, the Client irrevocably accepts to bring such disputes to the Hong Kong courts for judgement.

## **9. CLIENT IDENTIFICATION**

**9.1** Client shall immediately upon Magnum's request and within two (2) days (or such other time period as may be specified by Magnum) provide to Magnum and/ or a Regulator information (including, without limitation, details of identity, address, occupation, contact details and/or in the case of a corporate entity, nature and scope of business activities, source of funds, business structure, shareholdings and other information) relating to the ultimate beneficial owner(s) of the Account and/or the person(s) ultimately responsible for the giving of instructions in relation to any transaction or in relation to any dealings with any securities or investments in the Account.

**9.2** If Client does not know the information referred to in clause 9.1 above, Client must confirm that:

- (a) Client has arrangements in place which would entitle Client to obtain and provide to Magnum and/or a Regulator upon its request all such information or to procure that such information be so obtained within two (2) days;
- (b) Client shall, upon Magnum's request, immediately obtain all such information from any relevant third party, and provide that information to Magnum and/or a Regulator within two (2) days or such other time period as may be specified by Magnum and/or the Regulator; and

- (c) Magnum may, pending receipt by it and/or by a Regulator of such information, or if such information is not received within two (2) days or such other the time period as may be specified by Magnum and/or the Regulator, decide in its absolute discretion and at any time, not to act (even if such declining may result in any loss) or not to give effect to any of Client's instructions and/or to suspend or terminate the effecting of any transaction or the operation of the Account.

**9.3** Client confirms that Client is not subject to any regulatory rules, or any law of any relevant jurisdiction, which prohibits Client's performance of the obligation under this Clause 9 or, if Client is subject to such regulatory rules and/or such law, that Client or Client's own customers, as the case may be, has or have waived the benefit of such regulatory rules and/or such law or consented in writing to the performance by Client of the obligations under this Clause 9. Client confirms that such waivers are valid and binding under the laws of all relevant jurisdictions.

**9.4** The Client's obligation to provide information under this Clause 9 shall continue in full force and effect notwithstanding the termination of this Agreement.

**SPECIAL TERMS AND CONDITIONS FOR SMARTGLOBAL ACCOUNT HOLDERS**  
**(“SPECIAL TERMS”)**

These Special Terms form an integral part of the Agreement and should be read together with the General Terms and Conditions and other parts of the Agreement.

**1. Underlyings**

Subject to the General Terms and Conditions of the Agreement, the underlyings of AQUMON SmartGlobal consists of any one of the following: (1) Exchange-Traded Funds (“ETFs”) listed on HKEx and authorized by the SFC; (2) Stocks listed on HKEx; (3) Mutual funds authorized by the SFC.

Magnum shall be entitled to change the underlying assets of AQUMON SmartGlobal from time to time, in its own discretion.

**2. Minimum Investment Threshold**

The minimum amount that a Client must invest to access AQUMON SmartGlobal service is HKD100,000. Magnum may, in its sole discretion, adjust this threshold from time to time.

**3. Trading and Settlement Time**

If AQUMON SmartGlobal receives Client’s order instruction between 00:00:01 – 24:00:00 HKT, the order will be executed “at market” on the next Trading Day (during trading hours), and settled two Trading Days after the execution date. AQUMON SmartGlobal reserves the right to execute the order partially due to sudden market changes or lack of liquidity and taking into consideration Client’s best interest without consulting or notifying the Client beforehand.

**SPECIAL TERMS AND CONDITIONS FOR SMARTGLOBAL MAX ACCOUNT HOLDERS**  
**(“SPECIAL TERMS”)**

These Special Terms form an integral part of the Agreement and should be read together with the General Terms and Conditions and other parts of the Agreement.

**1. Underlyings**

Subject to the General Terms and Conditions of the Agreement, the underlyings of AQUMON SmartGlobal Max consists of any one of the following: (i) ETFs traded on US stock exchanges; and (ii) Stocks listed on US stock exchanges.

Magnum shall be entitled to change the underlying assets of AQUMON SmartGlobal Max from time to time, in its own discretion.

**2. Minimum Investment Threshold**

The minimum amount that a Client must invest to access AQUMON SmartGlobal Max service is USD5000. Magnum may, in its sole discretion, adjust this threshold from time to time.

**3. Dollar-Based Transactions**

Client understands that, AQUMON SmartGlobal Max will only report holdings and transactions in Client's Account in terms of U.S. Dollars.

**4. Trading and Settlement Time**

The orders that Client confirms before 20:00 PM (China Standard Time) shall be executed on the next following trading day (the “execution day”), and be settled on the trading day immediately after the execution day; While the orders that Client confirms after 20:00 PM (China Standard Time) shall be executed on the second following trading day (the “executing day”), and be settled on the trading day after the executing day.

For the purpose of this Clause 4, a trading day refers to 09:30 AM — 16:00 PM, Monday to Friday, Eastern Time of U.S.

**5. Relevant Risks**

**5.1 Foreign Exchange Risk**

Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETFs price.

**5.2 Risk of Transactions in Other Jurisdictions**

Transactions in markets in other jurisdictions, including those with a formal link to the local market, may involve additional risks. According to the regulations of these markets, the degree of protection enjoyed by investors may be different or even lower. Prior to the transaction, the Client shall first



confirm all the rules regarding the transaction to be carried out. The regulatory body at the location of the client will not be able to compel to the relevant regulatory body or market in the jurisdiction of the place where the Client has executed to enforce the relevant rules. In view of this, prior to the transaction, the Client should first check with the firm concerned which remedies and details of the jurisdiction and other jurisdictions in which the respective jurisdiction is available.

### **5.3 Risk of trading overseas ETFs / stocks**

Overseas markets may be subject to regulation which may offer different or diminished investor protection and a local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where clients' transactions have been effected.

## **SIGNING PAGE OF THE CLIENT AGREEMENT**

The Client acknowledges and declares that: -

- I have carefully read the Agreement and fully understood the terms and conditions therein, and any questions I had about the Agreement has been explained by the Company's staff;
- By affixing my signature below, I agree to be legally bound by the Agreement;
- I have submitted to the Company a signed physical copy of this Agreement together with a copy of my identity document for verification of my signature and identity.

Agreed and signed by:

---

Client's Full Name:

---

ID/Passport Number:

---

Correspondence Address:

---

Date:

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**SCHEDULE 1**  
**E-SERVICE**

**1. INTERPRETATION**

**1.1** In this Schedule 1, unless the context otherwise requires, the following words and expressions have the meanings set out below:

**1.1.1** “**Access Codes**” means together any Key File (if applicable), Password and the Login ID;

**1.1.2** “**E-Service**” means the Internet or other electronic facility provided by, and/or on behalf of, Magnum which enables Client to give electronic Instructions in accordance with the terms of the Client Agreement, whether in Hong Kong or elsewhere, and to receive information and related services;

**1.1.3** “**Instruction**” means any offer or acceptance in relation to any Securities or, where applicable, any instruction in relation to the Account and “**Instruct**” shall be construed accordingly;

**1.1.4** “**Internet Trading Policy**” means the policy relating to the operation of the E-Service as amended from time to time;

**1.1.5** “**Key File**” means a computer file, disk or other device which contains a file code which may be used in conjunction with the Login ID and the Password to gain access to the E-Service;

**1.1.6** “**Login ID**” means personal identification used in conjunction with other Access Codes to gain access to the E-Service; and

**1.1.7** “**Password**” means Client’s personal password, used in conjunction with other Access Codes to gain access to the E-Service.

**1.2** Terms and expressions defined in the Client Agreement shall have the same meaning in this Schedule 1 unless the context otherwise requires. References to clauses in this Schedule 1 shall refer to clauses contained in this Schedule 1, unless the context otherwise requires.

**1.3** In the event of any inconsistency between the provisions of the Client Agreement and this Schedule 1, the provisions of this Schedule 1 shall prevail.

**2.** Magnum may at its discretion provide Client with the E-Service on the terms of the Client Agreement, and the provisions of this Schedule 1 apply if Magnum provides Client with the E-Service. Client agrees to use the E-Service in accordance with the terms of the Client Agreement.

**3.** Client understands that the E-Service is a semi-automated facility which enables it to send electronic Instructions and receive information services. Client acknowledges that notwithstanding anything to the contrary contained herein or in any other document (written form or otherwise), Magnum shall have the absolute discretion to determine the functions of E-Services available to Client and such functions may be changed by Magnum at any time and from time to time without notice to or consent from Client and without assigning any reason therefor. Client further acknowledges receipt of the Access Codes and agrees to be the sole user of the Access Codes and not to disclose the Access Codes to any other person; and to be solely responsible for the confidentiality, use and protection of the Access Codes and all Instructions entered through the E-Service using the Access Codes. Client agrees that neither Magnum nor Magnum’s directors, officers or employees shall have any liability to Client, or to any other person whose claim may or may not arise through Client, for any claims with respect to the handling, mishandling or loss of, or loss of confidentiality of, any Instruction.

**4.** Magnum may, at any time and from time to time, block Client’s access to and/or use of the E-Service (or any part thereof) without prior notice to or any consent from Client and without assigning any reason therefor.

**5.** Client shall forthwith notify Magnum if:

- 5.1 An Instruction has been placed through the E-Service and Client has not received an accurate acknowledgment receipt of the Instruction (whether by hard copy, electronic or verbal means) within one working day of the Instruction and the aforesaid “working day” means a day when Magnum opens for business in Hong Kong;
  - 5.2 Client has received notification (whether by hard copy, electronic or verbal means) of a transaction which Client did not Instruct;
  - 5.3 Client becomes aware of any apparent unauthorised use of any of Client’s Access Codes;
  - 5.4 Client experiences any problems in accessing its Account through the E-Service; or
  - 5.5 Client loses, fails or is otherwise unable to adequately protect confidentiality of the Access Codes.
6. Any risk, including (without limitation) the risk of transmission error, transmission failure, delay, unauthorised access and unauthorised use, arising from or related to the access to and/or use of the E-Service by Client and/or any software or equipment for accessing and/or using the E-Service (whether provided by Magnum or otherwise), is at the risk of Client. Client shall provide and maintain, at Client’s own risk and cost, the connection equipment (including personal computers, mobile trading devices and modems) and services for accessing and using the E-Service. Client shall be solely responsible for preventing anything which may be harmful to any such equipment (including, without limitation, computer virus, malicious program or harmful component) from entering into any such equipment, whether or not it is originated from Magnum’s websites (including, without limitation, the Group’s Website and the website comprising E-Service), whether maintained or provided by or on behalf of Magnum, (together, the “Websites”) and, if applicable, whether or not originated from anything provided by Magnum. Further, Client acknowledges that the Internet or other electronic medium (including E-Service or any part of the Websites) is an inherently unreliable medium of communication and that such unreliability is beyond Magnum’s control. Client further acknowledges that such unreliability may give rise to various consequences e.g. it may result in failure or delay in transmission of any Instruction or information or affect any function of E-Service or the timeliness, sequence, accuracy, adequacy or completeness of any Instruction or information transmitted or cause loss, or loss of confidentiality, of any Instruction or information transmitted or any transaction made on terms different from the relevant Instruction. Client understands that the aforesaid is not an exhaustive list of all consequences resulted from such unreliability. Client agrees that without limiting the generality of the Client Agreement and this Schedule 1, Magnum shall not be responsible for any loss, damage, cost, expenses, claim or liability of whatsoever nature, directly or indirectly, arising out of or in connection with such unreliability or the public nature of the Internet or other electronic medium (including E-Service or any part of the Websites).
7. Client shall use information and materials available through the E-Service for its own needs and shall not resell to any third party or otherwise allow or permit any third party’s access to or use of any such information or materials or otherwise deal with it/them in any way.
8. Client acknowledges that the E-Service, the Websites, information available via or on the E-Service and/or any part of the Websites and the software comprised in the E-Service and/or any part of the Websites are proprietary to Magnum and/or its agents, partners or contractors. Client warrants and undertakes that it shall not, and shall not attempt to,
- (i) tamper with, modify, de-compile, reverse-engineer or otherwise alter in any way, or
  - (ii) gain unauthorised access to or make unauthorised use of,
- any part of the E-Service or any part of the Websites or any information available via or on the E-Service or any part of the Websites or any of the software comprised in the E-Service or any part of the Websites. Client acknowledges that Magnum may take legal action against it, if Client at any time breaches this warranty and undertaking or if Magnum at any time reasonably suspects that Client has breached the same. Client undertakes to notify Magnum immediately if Client becomes aware that any action described in this Clause 8 is being perpetrated or attempted by another person.

9. Client acknowledges that in providing the E-Service, Magnum may use such authentication technologies as it deems appropriate. Client acknowledges that no authentication, verification or computer security technology is completely secure or safe and Client agrees to bear all risks of unauthorised access/use, hacking or identity theft.
10. Client acknowledges that the price quotation service (if any) available on any part of the Websites may be provided by a third party provider appointed by Magnum from time to time. Client acknowledges and agrees that Magnum shall not be responsible to Client or any other person for any losses, costs, expenses, damages, claims or liabilities of whatsoever nature which Client or such other person may suffer, directly or indirectly, as a result of or in connection with any aspect of such service including, without limitation, Client's or such other person's reliance on such service. Client shall use price quotation (if any) for its individual use only and shall not furnish such data to any other person or entity for any reason.
11. Client understands that each association/entity asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. Client also understands that no party guarantees the timeliness, sequence, adequacy, accuracy or completeness of market data or any other market information. Client agrees that neither Magnum nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or related message, or the transmission or delivery of the same, or non-performance or interruption of any such data, message or information due to any negligent act of Magnum or any disseminating party, or to any force majeure event, or any other cause beyond Magnum's control or the reasonable control of any disseminating party.
12. Client understands that any part of the Websites may provide, for informational purpose only, data regarding Securities and/or other investments published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant Securities or investment. Client understands that whilst Magnum believes such data to be reliable, there is no independent basis for Magnum to verify or contradict the accuracy or completeness of such data. Client understands that no recommendation or endorsement from Magnum shall be inferred from such data.
13. Client acknowledges and agrees that Magnum does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of any information provided by or via the E-Service or on or via the Websites (or any part thereof) and any such information is provided on an "as is", "as available" basis. Magnum gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) with respect to such information. Further, Client acknowledges that Magnum gives no express or implied warranties, representations or undertakings with respect to the prices available from or via E-Service at which Client may make offers in respect of Securities (including, without limitation, any warranty, representation or undertaking that such prices are real-time market quotes or best available market prices).
14. Client accepts the risks of receiving or gaining access to services and communication and conducting transactions via the E-Service or over the Internet or by other electronic means or facilities.
15. Client shall, forthwith upon Magnum's demand from time to time, pay to Magnum such applicable costs, charges, expenses, fees, taxes, levies, duties, brokerages, commissions and other applicable remuneration and payments in respect of any transaction via the E-Service and/or the provision to Client of the E-Service (or any part thereof) as notified in writing by Magnum to Client from time to time.
16. Client consents that any document, information, notice or communication may be given or presented to or exchanged with Client electronically on, via or over the Internet, the E-Service and/or any part of the Websites. Any document, information, notice or communication so given or presented to or exchanged with Client as aforesaid shall be deemed to have received by it immediately upon despatch. However, all notices and communications given or delivered to Magnum electronically on, via or over the Internet, the

- E-Service and/or any part of the Websites shall be deemed to have been given or delivered to Magnum on the day of actual receipt by it.
- 17.** Client agrees that should it experience any problems in accessing to and/or using the E-Service, it shall attempt to use the alternative method to communicate with Magnum (whether or not for the purpose of any transaction) and inform Magnum of the difficulty it is experiencing.
  - 18.** Client acknowledges and agrees that each Instruction once given cannot be revoked and if acted on by Magnum, such Instruction shall be binding on Client. For the avoidance of doubt, any Instruction in relation to any Securities given via E-Service shall constitute an irrevocable offer which, if accepted by Magnum, shall become a binding contract between Magnum and Client. Notwithstanding anything to the contrary which may be contained in the Client Agreement or any other document, Magnum may, at any time and from time to time, in its absolute discretion without notice and without giving any reason therefor, decline to accept any Instruction. Client acknowledges that without prejudice to the foregoing in this Clause 18, any trade confirmation issued from or via E-Service shall be merely an acknowledgement of the receipt of the relevant Instruction.
  - 19.** Client understands that the order management engine used in processing Client's Instructions is, generally speaking, handled on a "First-In-First-Out" order and accordingly, Magnum does not guarantee that any of Client's Instructions will be processed even though it may have been received.
  - 20.** If Client gives any Instruction to Magnum outside Hong Kong, Client agrees to ensure and represent that such Instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which such Instruction is given, and Client further agrees that it shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. Client accepts that there may be taxes and/or charges payable to relevant authorities in respect of any Instruction given outside Hong Kong, and Client agrees to pay such taxes and/or charges as applicable.
  - 21.** Without limiting the generality of the Client Agreement and this Schedule 1, Client agrees that Magnum shall not be responsible for any loss, damage, cost, expenses, claim or liability of whatsoever nature, directly or indirectly, arising out of or in connection with:
    - 21.1** Client's access to and/or use of the Internet or other electronic medium (including E-Service or any part of the Websites) notwithstanding that such access and/or use is for accessing any website operated by Magnum and/or on Magnum's behalf and/or using any service provided by Magnum and/or on Magnum's behalf;
    - 21.2** any reliance on any information obtained via Client's use of the Internet or other electronic medium (including E-Service or any part of the Websites) notwithstanding that such information is obtained from any website operated by Magnum and/or on Magnum's behalf; and
    - 21.3** any other cause beyond Magnum's control or anticipation including, without limitation, any delay in the transmission, receipt or execution of any Instruction due to a breakdown or failure of transmission of communication facilities.
  - 22.** Client agrees that notwithstanding anything to the contrary contained herein or in any other document, should there be any inconsistency between the information available from or via the E-Service, the Websites, the Internet or other electronic medium (whether or not the same being available in accordance with the Client Agreement and this Schedule 1) and the information on Magnum's records, the information on Magnum's records shall prevail save for any manifest error and that Magnum shall accept no liability as a result of the unreliable nature of the Internet or other electronic medium (including E-Service or any part of the Websites) or other reason beyond the control of Magnum.
  - 23.** Client understands and accepts the following risks in using the E-Service:
    - 23.1** Risk in relation to the use of the Internet or other electronic medium
      - (a) The Internet or other electronic media (including without limitation, where applicable, electronic devices, services of third party telecom service providers such as mobile phones

or other handheld trading devices) is/are an inherently unreliable form(s) of communication, and that such unreliability is beyond Magnum's control.

- (b) Transactions over the Internet or through other electronic media (including without limitation, where applicable, electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices) may be subject to interruption (including, without limitation, stoppage of price data feed), transmission blackout, delayed transmission due to data volume, incorrect data transmission due to the public nature of the Internet or other electronic media or loss of information or loss of confidentiality.
- (c) As a result of such unreliability, there may be time-lags or delays in the transmission of data and receipt of Instructions and Client has to solely bear any loss resulting from any such time-lag or delay.

#### **23.2 Risk of Electronic Trading System**

Trading on one electronic trading system may differ from trading on other electronic trading systems. If Client undertakes transactions on an electronic system, Client shall be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that in respect of Client's Instructions, there may be transmission error, failure or delay.

#### **23.3 Risk of Trading Facilities**

Electronic trading facilities are supported by computer-based component systems. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Client'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: Client should ask the firm with which Client deals for details in this respect.

Client understands and acknowledges that the risks above disclosed do not purport to disclose or discuss all of the risks associated with using E-Service and that Client should consult Client's own independent legal and other advisors prior to entering into any transaction via E-Service.

- 24.** Client consents and authorises Magnum to deliver the Password to Client by email ("**Authorisation**") to the email address specified in the Account Application and agrees to bear all risks associated with such email delivery, including but not limited to the risks of transmission error, delay, unauthorised disclosure and unauthorised use. Client agrees that the Password will be deemed to have been received by Client immediately upon despatch. Client acknowledges that once the Password is deemed to be received by Client, Client shall be the sole user of the Password and be solely responsible for the confidentiality, protection and use of the Password as well as all instructions/offers placed by using the Password. Magnum shall not have any liability to Client or any third party for any loss, damages, expense, cost, claim or liability of whatsoever nature, directly or indirectly, arising out of or in connection with any such instruction/offer and/or the handling, inaccurate or incomplete transmission, delay in transmission, loss or loss of confidentiality, or the same. Client agrees at all times on demand to indemnify and keep indemnified Magnum from and against all liabilities, costs and expenses of any nature whatsoever reasonably incurred by it arising from or in any way related to its reliance and/or acting on this Authorisation (including any email address provided by Client). Client acknowledges that this Authorisation will become effective on the date of Magnum's approval of sending the Password in accordance with the terms hereof, which approval may or may not be given by Magnum in its absolute discretion.



**SCHEDULE 2**  
**PERSONAL DATA**

1. From time to time, it shall be necessary for Client to supply Magnum with data (including “personal data” as defined in the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong) as amended from time to time) in connection with the establishment or continuation of Accounts or the provision of services by Magnum and generally Client’s relationship with Magnum in Hong Kong. This may include but will not be limited to information obtained in relation to Client’s identity (name, date of birth, passport/identity card number, address(es), marital status, education level and employment information), as well as information collected for the purposes of ascertaining Client’s financial profile, risk appetite, income (including sources of income) and net worth. Failure to supply, or to allow Magnum to use or disclose, such data may result in Magnum being unable to provide, or continue to provide any of the above facilities or services to or for Client in Hong Kong or elsewhere.
2. The purposes for which data may be collected, used and/or disclosed by Magnum (whether before or after the termination of Client’s relationship with Magnum) are set out as follows:
  - 2.1 Opening, operating and maintaining the Account, process any applications or requests from you for services, facilities and products, and/or providing financial services, facilities and products to you from time to time;
  - 2.2 customer relationship management (including but not limited to loyalty programs or privileges and rewards schemes);
  - 2.3 improving, enhancing, designing or launching existing or new financial services or related products for Client’s use (including, where appropriate, providing Client with financial advice);
  - 2.4 if Client has consented (including an indication of no objection) to the use of Client’s personal data for direct marketing purposes by members of the Group and/or entities outside the Group in the Account Application, or otherwise marketing the following goods, products, services and facilities:
    - 2.4.1 Financial services;
    - 2.4.2 Related investment products;
    - 2.4.3 Financial and investment advice;
    - 2.4.4 Client relationship management services; or
    - 2.4.5 Any other related goods, products or services that Magnum or a member of the Group may develop under paragraph 2.3 of this Schedule 2, unless Client instructs Magnum otherwise, and seeking or obtaining the same;
  - 2.5 meeting any requests or requirements to make disclosure under the Laws;
  - 2.6 any other purpose disclosed in the website(s) of Magnum from time to time;
  - 2.7 commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority;
  - 2.8 satisfying any requirements under the codes on takeovers and mergers and share repurchases issued by the SFC (as amended from time to time) and/or any other applicable Laws and/or Regulatory Rules in relation to takeovers in Hong Kong and/or any part of the world;
  - 2.9 seeking or obtaining administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, market data provision, audit, banking, financing, insurance, business consulting, outsourcing, or other services to Magnum in connection with the operation of its business; and
  - 2.10 any other lawful purpose directly or indirectly relating or incidental to any of the above.
3. Data held by Magnum relating to Client, any surety and/or the Account shall be kept confidential but Magnum may, at its sole discretion, provide such information to the following persons for direct marketing



purposes (where consented (including an indication of no objection) by Client) or any other purposes permitted by this Schedule 2:

- 3.1** any agent, contractor or third party service provider (whether in Hong Kong or elsewhere) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, market data provision, audit, banking, financing, insurance, risk management, business consulting, outsourcing, customer relationship management, marketing or other services to Magnum in connection with the operation of its business;
- 3.2** any branch or office of Magnum or any member of the Group, whether in Hong Kong or elsewhere;
- 3.3** any person under a duty of confidentiality to Magnum (or any member of the Group) or who has undertaken to keep such information confidential;
- 3.4** any financial institution with which Client has or proposes to have dealings;
- 3.5** any actual or potential assignee, transferee, participant, sub-participant, delegate, successor or person who acquires, undertakes or shares all or any of the rights and obligations of the Company in connection with the Account or other dealings between the Client and the Company;
- 3.6** any person with your express or implied consent;
- 3.7** any person where the interests of the Company require disclosure or where the Company is under an obligation to make disclosure;
- 3.8** any person where public interest requires disclosure;
- 3.9** auditors, legal advisors and/or other professional advisors of the Company and/or any other group companies;
- 3.10** any person who requests the Company and/or any other group companies to provide references in respect of you upon producing proof of your prescribed consent;
- 3.11** any person in accordance with the Laws or Regulatory Rules including through or pursuant to any rules, judgment, decision or ruling of the courts, arbitral tribunals, Financial Dispute Resolution Centre Limited, governmental, regulatory or other bodies or institutions, whether as required by the Laws and Regulatory Rules that are applicable to any member of the Group, or otherwise, or any company issuing a notice under section 329 of the Securities and Futures Ordinance.
- 4.** Client agrees that data may be transferred overseas pursuant to the provisions of this Schedule 2.
- 5.** Client acknowledges and accepts the risks that the information disclosed pursuant to this Schedule 2 may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in Hong Kong due to difference in applicable laws and regulations.
- 6.** Client agrees to allow Magnum to disclose Client's data for the purposes and to those persons as set out in this Schedule 2 and to use such data pursuant to this Schedule 2.
- 7.** Where Client supplies Magnum with any data (including personal data), Client represents and warrants to Magnum that Client has taken all action necessary to authorise the disclosure of such data to Magnum and the use by Magnum of such data pursuant to this Agreement.
- 8.** Client may request to ascertain whether Magnum holds Client's personal data and Magnum's policies and practices in relation to personal data. Further, Client may request access to and correction of Client's personal data. Client also has the right to be informed about the kind of personal data held by Magnum and which items of data Magnum routinely discloses to credit reference agencies, and to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency. Any requests should be made in writing with fourteen (14) day advance notice to AQUMON Customer Service at [cs@aquumon.com](mailto:cs@aquumon.com) or such other address as Magnum may subsequently notify from time to time. Magnum may charge a reasonable fee for processing any data access request.
- 9.** Without prejudice to the right of Magnum to rely on grandfathering provision(s) or exemption(s) under the Personal Data (Privacy) Ordinance as amended from time to time or other applicable law, by consenting

(including an indication of no objection) to the use of Client's personal data for direct marketing purposes by members of the Group in the Account Application, or otherwise Client agrees and consents that Magnum may send by telephone, mail, email or other electronic means to Client from time to time direct marketing materials or messages relating to services or products which, in the opinion of Magnum, Client may be interested in. Client agrees that to the extent permitted by Laws and the Regulatory Rules the consent herein shall constitute specific opt-in for the purpose of any applicable privacy rules or regulations. Notwithstanding this, Client may at any time request not to receive such direct marketing materials or messages from Magnum if Client so requests in writing to Magnum at this email address: [cs@aquumon.com](mailto:cs@aquumon.com) or such other address as Magnum may subsequently notify from time to time. Unless and until Client has so requested in writing, Client shall be deemed to be willing to receive any such information.

- 10.** The contents of this Schedule 2 may be updated by Magnum by giving written notice to Client at any time.
- 11.** The terms provided in Schedule 2 shall remain binding upon the parties hereto within one year after the termination of the Client Agreement.

### **SCHEDULE 3**

#### **RISK DISCLOSURE STATEMENT**

**Each Client should read these risk disclosure statement carefully. These statements form an integral part of the account documentation and terms and conditions governing the client's Account with the Company. By executing the account documentation, the client acknowledges that the client has received and read these risk disclosure statement in a language of the client's choice (English or Chinese) and confirms understanding of the risks which may arise in connection with the investments and transactions relating to the client's Account.**

**These risk disclosure statement do not disclose or purport to disclose all the risks, or other significant aspects of conducting transactions or of the transactions conducted. In light of the risks involved, you (i.e. Client) should undertake a transaction only if you understand its nature, the contractual relationship into which you are entering, and the nature and extent of your exposure to risk. You should also consider whether a transaction is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances, and consult your own independent legal, tax or financial advisors as you consider appropriate, prior to entering into any transaction. While the Company proposes to give the general risk warning, it is not acting as your financial advisor and you must not regard the Company as so acting.**

#### **Risk of Securities Trading**

1. The prices of securities fluctuate, sometimes dramatically, and that the price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.
2. The price of securities, including without limitation, bonds, interests in unit trusts, mutual funds or other collective investment schemes fluctuates, sometimes dramatically, and may move up or down or even become valueless.
3. Any representation of past performance is not necessarily a guide to future performance.
4. Where investments involve exposure to foreign currencies, changes in rates of exchange may cause the value of the investments to fluctuate up or down.
5. Investments in emerging markets need careful and independent assessment by you of each investment and the risks (including without limitation sovereign risk, issuer risk, price risk, liquidity risk, legal and tax risks). Further, you should be aware that, while such investments can yield high gains, they can also be highly risky as the markets are unpredictable and there may be inadequate regulations and safeguards available to investors.
6. Magnum is entitled to act upon your instructions and you cannot assume that Magnum will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.
7. Before you make any investment, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

#### **Risks of Trading Nasdaq-Amex Securities at the SEHK**

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. The Client should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. The Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Stock Exchange of Hong Kong Limited. You should only consider participating in the PP if you have sufficient means and resources to acquire and understand the relevant product and market information regarding the PP which is published on or distributed via the internet in English.

### **Risk of Trading Growth Enterprise Market Stocks**

The growth enterprise market (the “GEM”) stocks involve a high investment risk, in particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

The Client should make the decision to invest only after due and careful consideration. The greater risk profiles and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on GEM stocks may only be found on the internet website operated by the Stock Exchange of Hong Kong Limited. GEM companies are usually not required to issue paid announcements in gazetted newspapers.

The Client should seek independent professional advice if he is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

### **Risk of Investing in Emerging Market**

Investments in emerging market securities need careful and independent assessment by the Client of each investment and the risks. Such risks include: -

- (a) currency exchange matters, including fluctuations in the rate of exchange between the Client’s reference currency and the various foreign currencies in which the securities are denominated, and costs associated with conversion of investment principal and income from one currency into another; and
- (b) the possible imposition of withholding taxes on income received from or gains with respect to such securities.

In addition, certain of these capital markets involve factors not typically associated with investing in established securities markets, including risks relating to: -

- (a) differences between markets, including potential price volatility in and relative illiquidity of some foreign securities markets;
- (b) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements, and less government supervision and regulation; and
- (c) certain economic and political risks, including potential exchange control regulations and potential restrictions on foreign investment and repatriation of capital.

### **Market Risk**

ETFs are typically designed to track the performance of certain indices, market sectors, or group of assets such as stocks, bonds, or commodities. Investors are exposed to the political, economic, currency and other risks related to the ETF’s underlying index/assets it is tracking. Investment must be prepared to bear the risk of loss and volatility associated with the underlying index/asset.

### **Liquidity Risk**

There is no assurance that a liquid market exists for an ETF.

### **Counterparty Risk**

The Client should be aware of the credit risk of the counterparties who issued the securities, who might become insolvent and default on their listed securities. The Client should pay close attention to the financial strength and credit worthiness of the issuers.

### **Tracking Error Risk**

There may be disparity between the performance of the ETFs and the performance of the underlying index due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.

### **Foreign Exchange Risk**

Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETFs price.

#### **Risk of Transactions in Other Jurisdictions**

Transactions in markets in other jurisdictions, including those with a formal link to the local market, may involve additional risks. According to the regulations of these markets, the degree of protection enjoyed by investors may be different or even lower. Prior to the transaction, the Client shall first confirm all the rules regarding the transaction to be carried out. The regulatory body at the location of the client will not be able to compel the relevant regulatory body or market in the jurisdiction of the place where the Client has executed to enforce the relevant rules. In view of this, prior to the transaction, the Client should first check with the firm concerned which remedies and details of the jurisdiction and other jurisdictions in which the respective jurisdiction is available.

#### **Risk of trading overseas ETFs / stocks**

Overseas markets may be subject to regulation which may offer different or diminished investor protection and a local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where clients' transactions have been effected.

#### **Risks of client assets received or held outside Hong Kong**

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

#### **Risk on Deposited Cash and Property**

The Client should familiarize himself with the protections given to money or other property the Client deposits for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which the Client may recover his money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as the Client's own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### **Risks of Providing Services Electronically**

Electronic transmission may not be a reliable medium of communication due to unforeseen traffic congestion and other reasons. Circumstances such as delays in the transmission and receipt of instructions or other information from the Client, delays in the execution of instructions, or execution of Client's instructions at a different market price than the instructions given by the Client will occur during a transmission interruption. Moreover, communications and personal data may be obtained by unauthorized third parties, and in communication there will be misunderstanding or error risk, and these risks will be borne entirely by the Client. The Client acknowledges and agrees that it is normally not possible to cancel a Transaction Order once it has been issued.

#### **Risk in relation to Authorised Third Party**

There are substantial risks in allowing an authorised third party to trade or operate your Account, and it is possible that instructions could be given by persons not properly authorised. You accept all of the risks of such an operation and irrevocably releases Magnum from all liabilities arising out of or in connection with such instructions, whether taken by Magnum or otherwise.

#### **Risk of Providing an Authority to Hold Mail or to Direct Mail to Third Parties**

If the Client provides Magnum with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client's Account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

## DECLARATION BY STAFF

I, the undersigned, a staff of Magnum Research Limited and a licensed Responsible Officer / Representative, do hereby declare that I have: -

- provided the Risk Disclosure Statement in a language of the client's choice (English or Chinese); and
- invited the client to read the Risk Disclosure Statement, to ask questions and take independent advice if the client wishes.

**Staff's Full Name**

**(in block letter):**

\_\_\_\_\_

**CE No.**

**(in block letter):**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

## ACKNOWLEDGEMENTS BY CLIENT

I acknowledge that:

- I have been provided by the Company with the Risk Disclosure Statement in a language of my choice;
- I have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice;
- I have read carefully the Risk Disclosure Statement, and fully understand the risks may be involved in using AQUMON robo advisory services.

**Client's Full Name**

**(in block letter):**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_