

CLIENT ADVISORY AGREEMENT

This Agreement shall become effective upon the date this it is signed by the below parties:

- A) Magnum Research Global Limited, LLC (hereafter referred to as "Magnum"), a Registered Investment Adviser regulated by the U.S. Securities and Exchange Commission (SEC No. 801-112368);
B) Please refer to the name and identity information of the signing party (hereafter referred to as "Client") on the Client Signature Page.

Agreed as follows:

In view of the Client's own interest or entrusted trading in securities and related purposes to have led the Client to open an account ("Account") with AQUMON SmartGlobal, an investment advisory platform developed by Magnum, the Client is obliged to agree and comply with the following terms and conditions. The terms and definitions used in this agreement will be defined in the first section.

1 DEFINITIONS AND INTERPRETATION

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

"Account" refers to the AQUMON SmartGlobal account opened by Magnum for the Client in accordance with the terms and conditions in this agreement.

"Account Number" refers to the serial number provided by AQUMON SmartGlobal 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 SmartGlobal" 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.

"Broker-dealer" refers to any registered broker-dealer that Magnum cooperates with for customers' order execution.

"Instruction" refers to a written, oral or electronic communication which Magnum approves that involves instructions in trading 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 SmartGlobal, the Intelligent Investment Advisory system.

"Securities" refers to stocks, Mutual Funds, Exchange-Traded Funds and any other kind of securities and the rights and benefits attaching to them.

"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 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).

2.2 Credit Inquiries

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

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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 APPLICABLE RULES AND REGULATIONS

3.1 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.

3.2 Disclosure of Information to the Regulators

If there are any regulatory bodies, not restricted to the SEC, requesting for Client Account trading related information from Magnum, even if the Client Account has been terminated before the request,

- a) The Client has to provide the information requested by Magnum within two (2) business days.
- b) If the Client is an agent of a third party and has been trading on its behalf, the Client has to provide the third party's identity, address and contact detail to Magnum, SEC and any other related government or regulatory body within the jurisdiction of that third party.
- c) Upon request, the Client will promptly provide or authorize Magnum to provide such information

to any government or regulatory body within the jurisdiction.

3.3 Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States.

4 INVESTMENT ADVISORY SERVICE

- 4.1 Magnum will advise the Client on securities trading through AQUMON SmartGlobal, an investment advisory platform, and cooperate with the Broker-dealer to execute securities transactions. Upon the activation of the Client's AQUMON Account, he/she can begin using the various features and functionality on AQUMON SmartGlobal.
- 4.2 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 SmartGlobal. In addition to the service mentioned herein, Clients may have access to other services provided by AQUMON SmartGlobal in the future, and if Clients wish to use such services, he/she shall also comply with the terms and conditions of this Agreement.
- 4.3 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 SmartGlobal at any time.
- 4.4 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.
- 4.5 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 SmartGlobal.
- 4.6 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 SmartGlobal. In any case, the Client can contact Magnum by e-mail to cs@aqumon.com to report obstacles or request technical support.
- 4.7 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.

5 TRADING

- 5.1 The Client acknowledges and agrees to use the services of the Broker-dealer 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.
- 5.2 Magnum will send the Client's trading instruction to the Broker-dealer after the Client places the order on AQUMON SmartGlobal. Magnum must secure Client permission prior to effecting securities transactions for the Client in the Client's broker-dealer account. Magnum does not need to verify the identities and permissions of those who issue the Instructions. Customer 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.
- 5.3 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, employees or brokers.
- 5.4 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

6 CHARGES

- 6.1 Magnum will charge clients advisory fees for providing investment advisory service. Details of the advisory fees, charges and fees are available on Magnum's official website (as amended from time to time by Magnum with prior written notice).

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 is billed monthly in arrears and shall pay the accumulated advisory fee within the first week of next month.

If Client requires to close the account, he/she should notify AQUMON SmartGlobal customer service team by sending email to cs@aqumon.com. After Magnum receives such application, it will stop accumulating advisory fee. The application normally takes 3 business days to process. The advisory fee already incurred will be deducted when the closing process is completed.

- 6.2 Magnum reserves the right to revise, cancel or add one or more charges to AQUMON SmartGlobal 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 SmartGlobal corresponding function, the Client shall comply with the then effective rates and service agreements announced by Magnum.

- 6.3 The costs incurred during the transaction which includes, but not limited to, brokerage commission, stamp duty, etc., shall be borne by the Client.

7 WRITTEN NOTIFICATION AND COMMUNICATION

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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.
- 7.5 **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.
- 7.6 **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 customer's objections to the information.
- 7.7 **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 its account, Magnum may, for security and completeness of

the Client's account, permanently lock or restrict his/her accounts.

- 7.8 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.

8 GENERAL PROVISION

8.1 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 the U.S.

8.2 Severability

If any provision of this Agreement is found by any court or regulatory authority 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.

8.3 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.

8.4 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 Customer 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.

8.5 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.

8.6 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.

8.7 Waiver

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.

Nothing herein shall in any way constitute a waiver or limitation on any rights which Client may have under any relevant federal or state securities laws.

8.8 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 shall not assign any right and/or obligation under this Agreement to any third party without prior written consent from the Client.

8.9 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).

8.10 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 in a significant economic or technical burden or material security risk to Magnum;
- c) It is not practicable to continue to provide services to the Client as a result of any legal or policy change;
- d) The client fails to pay the relevant fees in full and on time; or
- e) Client's breach of any other provision of this Agreement.

8.11 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.

8.12 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.

8.13 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.

9 PERSONAL DATA TERMS AND CONFIDENTIALITY AGREEMENTS

9.1 According to the requirements of the legislation, Magnum shall obtain the identity and address of the Client before undertaking any business. The supporting documents includes, but not limited, to passport, identity card, certificate of incorporation and / or other companies, the relevant documents will be a copy in the form of disk. Magnum will keep all personal data relating to the Client's account confidential.

9.2 The Client accepts that Magnum will provide the following personnel with the Client's information based on the following purposes:

- a) A registered nominee of any securities or assets;
- b) Any contractor, agent or service provider providing administrative, data processing, financial, computer, communications, payment or securities settlement, professional or other services to the recipient or any other information recipient;
- c) The counterparty and its agents in the transaction of the Client or in his/her account or in preparation for the transaction;
- d) Any transferee, participant, sub-participant, delegate, successor, or any other person who inherits this Agreement;
- e) Governmental, regulatory or other groups or bodies, as required by law or otherwise;
- f) To affect the execution of Client 's trading orders or to execute other Customer' s instructions;
- g) The provision of services to Client's account, whether directly or indirectly, by any other party;
- h) Conducting a credit inquiry to a customer, verifying the client's financial position and investment objectives, and permitting or assisting any other party to carry out such work.
- i) Comply with any legal, regulatory or other requirements to which the other Party is subjected to; and

- j) Any other purpose connected with, or incidental to, any one or more of the foregoing.
- 9.3 The Client agrees to allow Magnum to use and store his/her personal data provided and the details of the transaction between the Client and Magnum in order to improve and enhance the general service. The Client has the right to request to obtain or change any personal information, should he/she has any questions, please email to our customer service department cs@aqumon.com.
- 9.4 These Terms ("Personal Data Terms and Confidentiality Agreements") shall remain binding upon the parties hereto within one year after the termination of this Agreement.

10 RISK DISCLOSURE STATEMENT

- 10.1 **Risk of Securities Trading**
The prices of securities fluctuate, sometimes dramatically. 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.
- 10.2 **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.
- 10.3 **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 customer 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
- 10.4 **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.
- 10.5 **Currency Risk**
The profit or loss in transactions in foreign currency denominated securities will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the

contract to another currency.

10.6 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.

11 Customer Identity Disclosure

11.1 Disclosure measures when beneficiaries act as intermediaries

If Customer becomes aware that any of its beneficiaries acts as a transaction intermediary for the beneficiaries' clients and the Customer is not aware of the identity, address, occupation and contact details of the beneficiaries' clients, Customer acknowledges that he/she has entered into a disclosure arrangement with such beneficiaries, in time to obtain the above details from the beneficiary. The Company may, upon request from any regulatory authority, request such details from the Customer or the Beneficiary at once and provide it to the Supervisory Authority.

11.2 Customer Identity Agreement Resiliency

Customer further acknowledges that Customer's obligations under this Customer Agreement shall survive the termination of this Agreement.

The Client acknowledges and declares that the Agreement has been read, understood and fully agreed, that the terms in question have been requested and fully described and voluntarily fulfilled the terms of this Agreement.

Agreed and signed by:

Client's Full Name: _____

ID/Passport No. : _____

Date: _____