

Terms and Conditions for trading Taiwan Securities

This Addendum is additional and supplemental to the Terms and Conditions for Cash Account and the Terms and Conditions for Margin Account between Shenwan Hongyuan Securities (H.K.) Limited (the “**Broker**”) and the Client. All transactions effected, conducted, carried on and entered into by the Client with and through the Broker or its agent related to Taiwan Securities to be provided by the Company to the Client shall be subject to this Addendum. By entering into any Taiwan Securities transactions, the Client agrees (or shall be deemed to have agreed) to this Addendum. Where any conflict or inconsistency arises between any provision of this Addendum and any provision of to the Terms and Conditions for Cash Account and the Terms and Conditions for Margin Account, the provisions in this Addendum shall prevail.

1. Definitions and Interpretation

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

“**Additional Investors**” means other investors, that whose assets or investment may be combined and commingled with all or part of cash and investments of the Client and such cash and investments are held in the accounts of all clients for trading Taiwan securities with the Broker.

“**Applicable Taiwan Laws**” means the relevant laws, rules and regulations of Taiwan Stock Exchange in trading in Securities in Taiwan, including but not limited to “Regulations Governing Investment in Securities by Overseas Chinese and Foreign Nationals”.

“**Permitted Securities**” means securities quoted on the Taiwan Stock Exchange, over-the-counter traded stock and such other Taiwanese securities, government bonds, bank debentures or other Taiwan investments as may be permitted by the Regulations.

“**Regulations**” means the Regulations Governing Investment in Securities by Overseas Chinese and Foreign Nationals as amended or replaced by other laws or regulations from time to time and subject to all other applicable Taiwan laws, regulations, guidelines, orders and policies including any governmental directives or requests made thereunder whether or not having the force of law in connection with investments in Taiwan, as all of the same may be amended from time to time.

“**Related Person**” means any of affiliates, director, officer, employee or agent of the Broker and its affiliates.

2. The Client confirms and acknowledges that the Client shall comply with the Applicable Taiwan Laws. As such, the Client acknowledges and confirms that all the funds applied by the Client to invest in the Taiwan securities and/or financial products available in Taiwan market shall not be sourced from Taiwan or the People’s Republic of China (excluding Hong Kong or Macau Special Administrative Region) in whole or in part (whether directly or indirectly).
3. In the event that the Broker is instructed to trade the Taiwan securities for the Client, the Client agrees that the Client shall observe the Applicable Taiwan Laws and the Applicable Taiwan Laws shall be conclusive binding on the Client. Further, the Client acknowledges that the Client has sufficient knowledge of and fully understood the Applicable Taiwan Laws. In particular, the

Client has sought professional advice on tax and all other regulatory treatments of the Taiwan securities.

4. The Client agrees to pay all taxes, fees, charges, levies or impositions in respect of dealing in the Taiwan securities prescribed by the Applicable Taiwan Laws.
5. The Broker is authorized to settle the dealing in the Taiwan securities in accordance with the period prescribed by the Applicable Taiwan Laws. The Broker, for the purpose of settlement, is entitled to convert the sum under the Client's account into Taiwan Dollars at the prevailing exchange rate of the Broker. The losses arising out of the conversion are for the Client's account.
6. The Broker has rights to convert Taiwan Dollars held by the Client under the Client's account into U.S. Dollars or Hong Kong Dollars at the prevailing exchange rate of the Broker and remit the sum so converted to the clients' account of the Broker in Hong Kong to be held by the Broker for the Client. The losses arising out of the conversion shall be borne by the Client.
7. The Client acknowledges and understands that:
 - (a) in order to protect the best interests of all clients, the Broker has rights to, subject on the sole discretion of the Broker, to reject any client's trading instruction(s) to buy in or deposit a particular security when the accounts of all clients for trading Taiwan securities with the Broker which held on behalf of all clients for the particular securities reach to a certain amount that the Broker may impose trading restriction without prior notice. When a single client account held a certain percentage of the total issued shares of a particular securities, the Broker has the rights to require such client to transfer or reduce the shareholdings of that particular securities in the Client's account within a specified time so as not to affect the rights of other clients of the Broker to trade in that particular securities; and
 - (b) due to various reasons, some foreign securities may be restricted from buying or selling or imposed with some limitations at the discretion of us, brokers, custodians, custodian banks, exchanges, regulators, governmental agencies and/or agents etc., without prior notice or disclosure of reasons. In general, the reasons may include but not limit to compliance control, difficulty in share settlement, potentially unusual tax impact, foreigners' share ownership close to or already over regulatory limit.
8. If the holdings of any particular security in the accounts of all clients for trading Taiwan securities with the Broker equals to or exceeds a certain level of the total issued shares of a public company falling under the definition of Permitted Securities in such amount as the Broker may, in absolute discretion of the Broker from time to time, determine) at any time, the Client hereby agrees and acknowledges that the Broker retains the power to reject the buy or deposit instruction with respect to that particular securities with respect to that particular securities. Neither the Broker nor any of the Related Person shall have any liability for any losses or risks which may result directly or indirectly in that respect.
9. The Client hereby acknowledges and agrees that, in order to protect the best interests of the Broker's clients, the Broker retains the power to request the Client to transfer or reduce the shareholding level of that particular Permitted Securities in the Client's account within a specified time so as not to affect the rights of other the Broker's clients to trade in that particular Permitted Securities.

10. The Broker will not be liable to the Client for any loss or damage suffered by the Client which arises from or in connection with (a) the non-performance of any of obligations of the Broker hereunder where such non-performance results from events or causes not within control of the Broker, including (without limitation) natural disasters, the failure of telecommunication or computer facilities, industrial disputes, the failure of third parties to carry out their mandatory obligations (including but not limited to disclosure of shareholding interest for over 5% and/or substantial shareholder(s) declaration) and/or any acts or requirements by governmental, regulatory bodies or its authorized agency(ies)); or (b) the failure, insolvency, default or failure to perform of any person through whom the Client's funds (whether in US Dollars or NT Dollars or some other currency) are transferred or with whom such funds are held.
11. In response to the requirements of various Taiwan governmental, regulatory bodies and/or its authorized agency(ies), the Client hereby agrees and authorizes all account related documents and contents that you had provided to the Broker for opening and maintaining an account with the Broker may be anytime requested to be provided and reviewed by the Taiwan governmental, regulatory bodies and/or its authorized agency(ies). The Broker will not be liable to the Client for any liabilities incurred as a direct or indirect result of such disclosure action and against all claims which may be made by any Additional Investors.
12. The Client hereby agrees and confirms the Client shall fully indemnify to the Broker all the relevant losses and damages suffered by when any Additional Investors omission or failure to comply with the mandatory disclosure obligation requirements to Taiwan relevant authority(ies).

台灣證券交易之條款及條件

本附錄補充及附加於申萬宏源證券（香港）有限公司（“經紀人”）與客戶之間的現金帳戶條款及細則及保證金帳戶條款及細則。客戶與經紀人或透過經紀人處理、代理、進行或訂立的台灣證券交易，均須受限於本附錄。客戶如進行任何台灣證券交易或相關交易，即表示客戶接受（或被視為已接受）本附錄。凡本附錄的任何條文與現金帳戶條款及細則或保證金帳戶條款及細則的任何條文之間出現抵觸或不一致情況，以本附錄的條款及條件為準。

1. 定義和解釋

在本條款和條件中，除非上下文另有所指外，下列詞語和短語應具有以下含義：

「**其他投資者**」是指其資產或投資可能與客戶的全部或部分現金和投資合併和混合的其他投資者，並且該等現金和投資存放在客戶與經紀人交易台灣證券的所有帳戶中。

「**台灣適用法律**」指台灣證券交易所在台灣進行證券交易的相關法律、法規及規章（，包括但不限於「華僑與外國人投資證券管理辦法」）。

「**許可證券**」指在台灣證券交易所掛牌交易的證券、場外交易股票及其他台灣證券、政府債券、銀行債券或條例允許的其他台灣投資。

「**條例**」是指不時由其他法律或法規修訂或取代的《華僑和外國人投資證券管理辦法》，並受所有其他適用的台灣法律、法規、指南、命令和政策（包括任何政府指令或政策）的約束。

「**相關人士**」指經紀人及聯繫人的任何附屬公司、董事、高級職員、員工或代理人。

2. 客戶知悉並確認客戶應遵守台灣適用法律。因此，客戶知悉並確認，所有客戶運用以投資於台灣證券及/或於台灣市場購買之金融產品的資金均不得全部或部份地來自台灣或中國人民共和國(不包括香港及澳門特別行政區)(不論直接或間接地)。
3. 如果經紀人被指示為客戶進行交易台灣證券，客戶同意客戶應遵守台灣適用法律，並且台灣適用法律對客戶具有最終約束力。此外，客戶確認客戶充分了解並完全理解台灣適用法律。特別是，客戶於稅務及所有其他台灣證券的法規處理上已尋求專業意見。
4. 客戶同意支付台灣適用法律規定關於台灣證券交易之所有稅項、費用、收費、徵費或稅款。
5. 經紀人被授權根據台灣適用法律規定的時限交收台灣證券交易。以交收為目的，經紀人有權以經紀人的現行匯率，兌換客戶帳戶項下的款項為台幣。兌換招致的損失由客戶承擔。

6. 經紀人有權以經紀人的現行匯率，兌換客戶於證券帳戶項下所持有的台灣幣為美元或港幣，且將已兌換的款額匯入經紀人於香港開立的客戶帳戶，且據此為客戶持有該款額。客戶需承擔兌換所招致的損失。
7. 客戶承認並瞭解：
 - (a) 為了保護所有客戶的最佳利益，當所有客戶在經紀人處交易台灣證券的帳戶持有的特定證券達到經紀人可能在不事先通知的情況下實施交易限制的某一金額時經紀人有權根據經紀人的絕對酌情權，拒絕任何客戶的交易指示，無論是購買或存入特定證券。如果單一客戶帳戶持有特定證券的總發行股份的某一百分比時，經紀人有權要求該客戶在指定的時間內轉讓或減少該特定證券的持股，以不影響其他客戶在該特定證券上交易的權利；和
 - (b) 由於各種原因，某些外國證券可能被限制購買或出售，或由經紀人、經紀人、託管人、託管銀行、交易所、監管機構、政府機構和/或代理人等自行決定施加一些限制，而無需事先通知或揭露原因。一般來說，原因可能包括但不限於合規控制、股份結算困難、潛在的異常稅務影響、外國人持股比例接近或已經超過監管限額。
8. 如果所有客戶在經紀人處交易台灣證券的帳戶中持有的任何特定證券等於或超過符合許可證券定義的上市公司已發行股份總數的一定水平，其數額為經紀人可以隨時以經紀人的絕對酌情權決定，客戶特此同意並承認，經紀人保留拒絕針對該特定證券的購買或存款指示的權力。經紀人或任何相關人士均不對因此而直接或間接導致的任何損失或風險承擔任何責任。
9. 客戶特此承認並同意，為了保護經紀人的客戶的最大利益，經紀人保留要求客戶在指定時間內轉讓或減少客戶帳戶中許可證券的持股水平的權力，以免影響經紀人的其他客戶交易該特定許可證券的權利。
10. 經紀人對客戶不承擔因以下原因而導致的任何損失或損害的責任：
 - (a) 當經紀人未能履行本協議下的任何義務，而該未履行是由於經紀人無法控制的事件或原因所造成，包括（但不限於）自然災害、電信或計算機設施的故障、工業糾紛、第三方未履行其強制性義務（包括但不限於披露超過 5%的持股利益和/或主要股東的申報）以及/或政府、監管機構或其授權機構的任何行為或要求；或
 - (b) 客戶資金（無論是以美元、台幣或其他貨幣）轉移或持有的任何人的失敗、破產、違約或未履行。
11. 為回應台灣各政府、監管機構和/或其授權機構的要求，客戶特此同意並授權客戶為在經紀人開立和維持帳戶而向經紀人提供的所有帳戶相關文件和內容，並可以被台灣政府、監管機構和/或其授權機構隨時要求提供和審查。對於此類揭露行動直接或間接導致的任何責任以及任何其他投資者可能提出的所有索賠，經紀人將不承擔任何責任。
12. 客戶在此同意並確認，因其他投資者遺漏或未遵守向台灣相關部門強制披露義務的要求，客戶將全額賠償經紀人所遭受的所有相關損失和損害。