



Securities Account Terms and Conditions

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1. INTERPRETATION

*** Please note, Sino-Rich Securities & Futures Limited does not accept clients who are citizens or residents of the United States and we do not accept clients who are United States corporations, limited liability companies, trusts or partnerships.

1.1 In this Agreement:

1.1.1 "Account Application" means the application submitted by the Client to SINO-RICH in such form as required by SINO-RICH for the opening and maintaining of a securities trading account under the Terms and Conditions of this Agreement;

1.1.2. "Account Status" means the status designated by SINO-RICH to the Client's All-In-One Account;

1.1.3 "Advice" means a written or typed record (including facsimile or other electronic means from which it is possible to produce a hard copy) (a) confirming and setting out the particulars of any transaction executed by SINO-RICH on any Account, or (b) recording any other event (including without limitation receipts or withdrawals of assets) in relation to the All-In-On Account, and containing such information as SINO-RICH shall consider appropriate;

1.1.4 "This Agreement" means this Client Agreement and Schedules, the Account Application and any applicable schedule and/or other documents as specified in the Schedules or determined by SINO-RICH from time to time;

1.1.5 "All-In-One Account" means the securities trading account(s) (including, without limitation, stock options, Hong Kong securities, overseas securities, futures and other derivatives trading account) opened and maintained by SINO-RICH on behalf of the Client pursuant to the Account Application and the terms of this Agreement;

1.1.6 "Authorized Person" means each of those persons specified as such in the Account Application, or subsequently appointed as such where notice of such appointment has been given to SINO-RICH pursuant to the terms and conditions of this Agreement provided that such notice may not take effect until 5 days after the actual receipt by SINO-RICH of it;

1.1.7 "Authorized Third Party" means each of those persons, if any, specified as such in the Account Application, or subsequently appointed as such and notice of such appointment has been given to SINO-RICH pursuant to the terms and conditions of this Agreement provided that such notice may not take effect until 5 days after the actual receipt by SINO-RICH of it;

1.1.8. "Business Day" means any day during which the relevant Exchange is open for trading the relevant securities;

1.1.9. “Client Money Rules” means the Securities and Futures (Client Money) Rules (Cap 571I of the Laws of Hong Kong) made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;

1.1.10 “CCASS” means the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;

1.1.11 “Client” means the person in whose name SINO-RICH has agreed to open and maintain the All-In-One Account in accordance with the terms of this Agreement and shall in the case where the Client: (i) is/are individual(s) include the Client and the Client’s respective executors and administrators; (ii) is a sole proprietorship firm include the sole proprietor and the Client’s executors, administrators and successors in the business; (iii) is a partnership firm include the partners who are the partners of the firm at the time when the All-In-One Account being maintained and any other person or persons who shall at any time hereafter be or have been a partner or partners of and in the firm and all the aforesaid partners’ respective executors, administrators and the successors to such partnership business; and (iv) is a company include such company and its successors;

1.1.12 “Event of Default” means each of the events set out in Clause 17.1;

1.1.13 “Exchange” means The Stock Exchange of Hong Kong Limited and any other Exchange, market or association of dealers in any part of the world on which securities are bought and sold; in respect of an Account, means any financial accommodation provided by SINO-RICH from time to time to facilitate the acquisition and holding of securities listed on an Exchange;

1.1.14 “SINO-RICH” means Sino-Rich Securities & Futures Limited;

1.1.15 “HK Exchange” means Hong Kong Stock Exchange;

1.1.16 “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

1.1.17 “Laws” means all laws, rules, regulations and regulatory requirements applying to SINO-RICH, and to other brokers and dealers instructed by SINO-RICH, including, where applicable, the rules of the relevant Exchange and its associated clearing house;

1.1.18 “Potential Event of Default” means any event, which (with the giving of notice, lapse of time or fulfillment of some other condition or any combination of these) would constitute an Event of Default;

1.1.19 “Regulators” means the SFC, the relevant Exchange, the relevant clearing house and any other regulator whether in Hong Kong or elsewhere;

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

1.1.21 “Securities” means “securities” as defined in the Securities and Futures Ordinance;

1.1.22 “Securities and Futures Ordinance” means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);

1.1.23 “Sub-Account” means any one or more of the following accounts comprised in the All-In-One Account;

- (a) Hong Kong Securities Cash Account;
- (b) Hong Kong Securities Margin Account;
- (c) Overseas Securities Margin Account; and
- (d) Such other types of accounts as SINO-RICH may from time to time introduce and bring within the scope of the All-In-One Account.

1.1.24 “Services” means the services, products and facilities of any type or nature (whether trading, investment or otherwise) from time to time offered by SINO-RICH under or in connection with the All-In-One Account;

1.1.25 “Rules of the HK Exchange” means the Rules, Regulations and Procedures of the Hong Kong Stock Exchange (as amended from time to time);

1.1.26 “SFC” means the Securities and Futures Commission of Hong Kong;

1.1.27 “subsidiary” bears the same meaning given to it under the Companies Ordinance (Cap.32, Laws of Hong Kong) (as amended from time to time).

1.1.28 “Suitability Requirement”

If we [the intermediary] solicit the sale of or recommend any financial product to you [the client], the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

Note: “Financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity

1.1A For the purposes of this Agreement, two companies shall be taken to be associated companies if one is a subsidiary of the other, or both are subsidiaries of a third company, and “associated company” shall be construed accordingly.

1.2 In this Agreement:

1.2.1 The singular shall be deemed to include the plural and vice versa;

1.2.2 Words importing any gender include every gender and references to persons include companies and corporation;

1.2.3 Where SINO-RICH is given a discretion, such discretion shall be absolute and if exercised, to the fullest extent permitted by applicable laws, SINO-RICH shall not incur any liability of whatsoever nature to the Client or any other person and, unless otherwise stated, SINO-RICH shall not be required to give reasons for its action, inaction or decision;

1.2.4 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement;

1.2.5 References to any statute, statutory provision or Regulatory Rule shall include a reference to that statute, provision or Regulatory Rule as from time to time amended, replaced, modified, extended or re-enacted;

1.2.6 Words not defined shall have the meanings ascribed to them in the Rules, Regulations and Procedure of Hong Kong Exchange, the Securities and Futures Ordinance or the regulations made there under unless the context requires otherwise.

1.2.7 References in this Agreement to Clauses and Schedules are to clauses in and schedules to this Agreement;

1.2.8 If there is any inconsistency between the Chinese and English versions of this Agreement, the English version shall apply and prevail.

1.2.9 All forms and documents signed by the Client in connection with the All-In-One Account (including, without limitation, any Account Application form) and these Terms and Conditions together form one single agreement between the Client and SINO-RICH in respect of the All-In-One Account.

1.2.10 In case of any inconsistency, the terms shall prevail, insofar as a transaction or services is concerned, in the following order: (i) any form or document signed by the Client in connection with such transaction and service, (ii) the Part of these Terms and Conditions governing such transaction or service; and (iii) the other provisions of these Terms and Conditions.

1.2.11 Any reference in this Agreement to an ordinance or a provision of any Regulatory Rules shall be deemed to include such ordinance or provision as now or hereafter amended, replaced, modified, extended or re-enacted;

1.2.12 In the event of any inconsistency between any provision of this Agreement and any Laws, the latter shall prevail and SINO-RICH shall be entitled in its discretion to take or refuse to take any action or to demand that the Client shall take or refrain from taking any action to ensure compliance with the same. All actions taken by SINO-RICH in accordance with the Laws shall be binding on the Client; and

1.2.13 Client should read and understand these Terms and Conditions prior to using any services or effecting any transactions pursuant to these Terms and Conditions.

2. ALL-IN-ONE ACCOUNT OPENING

2.1 Client hereby instructs and authorizes SINO-RICH to open and maintain securities trading account(s) (including, without limitation, stock options trading account) in the name of the Client for purchasing, investing in, selling, exchanging or otherwise dealing in securities in Hong Kong or elsewhere, on the terms and conditions set out in this Agreement.

2.2 All transactions shall be subject to the applicable Laws and Regulatory Rules, from time to time extant or in force. Transactions relating to securities on the markets established and operated by the HK Exchange shall be subject to the Rules of HK Exchange. All transactions with respect to dealings in securities made in markets other than those operated by the HK Exchange shall be subject to the Regulatory Rules of the market where the particular transaction is made and not the Rules of the HK Exchange and as a result the Client may have a markedly different level and type of protection in relation to those transactions as compared to the level and type of protection afforded by the Rules of the HK Exchange.

2.3 To the extent that SINO-RICH enters into a transaction for securities traded on a trading system operated by any Exchange other than HK Exchange for the All-In-One Account of the Client:

2.3.1 Such transactions will be subject to the rules of that Exchange; and

2.3.2 If the Client is dealing in securities for the benefit of another person, the Client shall ensure that in its agreement with that other person there shall be a provision to the effect of Clauses 2.3, 2.3.1 and 2.3.2.

2.4 SINO-RICH may allocate or vary an Account Status to a Client's All-In-One Account, and designate different sub-categories under the Account Status, by reference to pre-designated criteria. These criteria and other details concerning the Account Status are available from SINO-RICH upon request.

2.5 The Services, privileges and benefits which may be made available, and the fees and charges which may be imposed, by SINO-RICH in relation to the All-In-One Account may vary by reference to the Account Status or the sub-category under any Account Status.

2.6 Following any variation of Account Status, SINO-RICH has the right (but is not obliged) to terminate any services, privileges and/or benefits made available to the Client's All-In-One Account which are not available under the new Account Status. SINO-RICH will give notice to the Client of any termination of or other arrangements regarding any services, privileges and/or benefits due to a variation of this Account Status. The applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any services, privileges or benefits shall continue to bind the Client until all obligations and liabilities owing by the Client to SINO-RICH with respect to such services, privileges and/or benefits have been repaid and satisfied. SINO-RICH assumes no responsibility for any loss or inconvenience of the Client as a result of any variation of his Account Status.

2.7 SINO-RICH will notify the Client of any variation of his Account Status before such variation takes effect.

2.8 Client may request the services or open the Sub-account available under his Account Status subject to the procedures specified by SINO-RICH from time to time (including, without limitation, the means or medium through which Client shall give instructions or SINO-RICH shall provide Services).

2.9 In connection with the operation, maintenance and closing of any Sub-account, the Client shall complete, sign and be bound by the terms and such forms or documents and shall provide SINO-RICH with such other information or documents as SINO-RICH may reasonably require.

3. SINO-RICH'S INFORMATION TO CLIENT

3.1 SINO-RICH may enter into securities transactions as principal with the Client, and at the Client's request, agree to deal in securities on the Client's behalf. Client shall make its own judgments and decisions independently without reliance on SINO-RICH in its decisions in relation to dealing in securities.

3.2 Subject to applicable Laws and Regulatory Rules, SINO-RICH shall provide to the Client (i) upon request, product specifications (as defined in the Rules of the HK Exchange) constitutive documents, information memoranda and any prospectus or other offering document covering securities which are derivative products in which the Client wishes to consider dealing, and (ii) a full explanation of margin procedures and the circumstances under which the Client's positions may be liquidated without the Client's consent.

4. CLIENT'S INSTRUCTIONS AND STANDING AUTHORITY

4.1 Instructions given by the Client shall be irrevocable and may be given in writing, verbally, by facsimile or other electronic means (including through the E-Service, as defined in the Sixth Schedule), but in any case at the Client's own risk.

4.2 Unless the Client gives specific instructions to the contrary, the Client agrees and acknowledges that all orders and instructions are valid and effective if actually received by SINO-RICH within its normal business hours on a Business Day.

4.3 For any instruction, the name of Client (or any of them in case where Client is more than one person unless otherwise stated in the Account Application), the name of Client's Authorized Person or Authorized Third Party (or the names of the Authorized Persons or Authorized Third Parties if the Account Application states that more than one Authorized Person or Authorized Third Party is required) where such instruction is given by the Client's Authorized Person(s) or Authorized Third Party(ies) and the number of the relevant account opened with SINO-RICH shall be quoted provided always that SINO-RICH may but shall not be under any duty to verify or ensure as to the identity of the or any person giving such instruction and SINO-RICH shall be entitled (but not be obliged) to act on the same and rely on its belief that such instruction emanates from the Client, the Client's Authorized Person(s) or Authorized Third Party(ies).

4.4 Client may grant to SINO-RICH the following standing authorities and once granted, the Client agrees to be bound by the terms thereof:

4.4.1 A standing authority pursuant to the Securities and Futures (Client Money) Rules (Cap. 571I of Laws of Hong Kong) as amended from time to time;

4.4.2 A standing authority pursuant to the Securities and Futures (Client Securities) Rules (Cap. 571H of Laws of Hong Kong) as amended from time to time; and

4.4.3 Such other lawfully agreed standing authority, as amended from time to time.

4.5 Subject to applicable laws, any instruction given or purportedly given by the Client, its Authorized Person(s) or Authorized Third Party(ies) after:

4.5.1 The revocation by the Client of its Authorized Person(s)' or Authorized Third Party(ies)' authority; or

4.5.2 The commencement of liquidation or bankruptcy (as the case may be) in respect of the Client or the occurrence of any analogous event shall continue to be valid and effective in SINO-RICH's favor until 5 days after the actual receipt by SINO-RICH of a written notice informing SINO-RICH of the occurrence of the relevant event from the Client (in case of the said revocation) or in case of the said liquidation or bankruptcy, the liquidator, the trustee in bankruptcy or similar officer.

4.6 Any instruction given by the Client's Authorized Person(s) or Authorized Third Party(ies), as the case may be, shall be deemed to be given by the Client. Client hereby agrees to accept full responsibility and shall not later challenge the instructions given by the Client's Authorized Person(s) or Authorized Third Party(ies), as the case may be.

5. SINO-RICH'S DISCRETION

5.1 SINO-RICH shall be entitled to rely on and to act as it thinks fit in accordance with any instruction given or purportedly given by or on behalf of the Client which SINO-RICH believes in good faith to have been given by the Client or its Authorized Person(s) or Authorized Third Party(ies). Notwithstanding the foregoing, SINO-RICH shall have discretion to reject such instruction. SINO-RICH shall be under no obligation either to act for the Client or upon any instruction, or execute any transaction for or on behalf of the Client if there are insufficient funds or pre-arranged facility is not available in the All-In-One Account, or if SINO-RICH believes that the acting or the execution might result in either SINO-RICH or the Client contravening any Laws or Regulatory Rules or for any other reason. If SINO-RICH in its absolute discretion declines to act for the Client or act upon any instruction, or execute any transaction for or on behalf of the Client, SINO-RICH shall in its own discretion notify the Client accordingly, but SINO-RICH shall not in any circumstances whatsoever be liable in any way for any loss, damages, liability, cost, expense or whatsoever suffered or incurred by the Client arising in or in connection with the exercise of the above discretion by SINO-RICH.

5.2 Orders are to be received and executed with the understanding that the Client is required to take or make delivery of the securities. It is expressly understood that unless otherwise disclosed herein or to the Client in writing, SINO-RICH is acting solely as broker as to any transactions made with SINO-RICH by Client. Without prejudice to the foregoing, SINO-RICH shall have no obligation to effect any transaction for or on behalf of the Client unless before the transaction is effected:

5.2.1. The Client, the Client's Authorized Person or Authorized Third Party has specifically authorized the transaction; or

5.2.2. The Client has authorized in writing to grant an authority to SINO-RICH to effect transactions for the Client without the Client's specific authorization (hereinafter referred to as "discretionary account").

For the purpose of 5.2.2., SINO-RICH shall send a notification to the Client before the expiry date of its discretionary authority on or before every twelve (12) calendar months basis and inform the Client that such authority is automatically renewed unless the Client specifically revokes it in writing before the expiry date.

5.3 Without prejudice and in addition to other rights and remedies of SINO-RICH and without prejudice to other provisions of this Agreement, SINO-RICH may, at any time, dispose, or initiate a disposal of any of the Client's securities (whether in Hong Kong or elsewhere) or securities collateral (whether in Hong Kong or elsewhere) in settlement of any liability owned by or on behalf of Client to SINO-RICH or a third person. SINO-RICH is authorized to do all things as necessary in connection with any such disposal without any liability for any resulting or associated loss or expense. Without prejudice to the foregoing, the Client shall not make any claim against SINO-RICH concerning the manner or timing of such disposal.

6. EXECUTION OF ORDER

6.1 SINO-RICH may, in carrying out the Client's instructions, contract or otherwise deal with or through any broker for the purchase or sale of securities in any Exchange, or any person associated with SINO-RICH in any manner, on such terms as SINO-RICH may in its discretion determine.

6.2 Client hereby consents that, subject to the applicable Laws and Regulatory Rules, SINO-RICH may take an opposite position to an order given by Client to SINO-RICH for execution under this Agreement, whether on SINO-RICH's own account or other Client's of SINO-RICH, provided that the trading is executed competitively on or through the facilities of the Exchange in accordance with the Regulatory Rules.

7. ADVICES AND ACCOUNT STATEMENTS

7.1 SINO-RICH may, and, if required by the Laws, shall, send to the address(es) (email address or otherwise) and/or other contact number(s) of Client on SINO-RICH's records an advice or contract note (which may be in electronic format) after SINO-RICH has facilitated a transaction with or for the Sub-account, or upon the occurrence of certain events of or movements in the Client's Sub-Account.

7.2 Account Statement (including Securities Account portfolio statement) shall be supplied to the Client at monthly intervals unless otherwise required or permitted by any Applicable Regulations. SINO-RICH shall be entitled to supply to the Client consolidated statements for the All-In-One Account or separate statements in respect of any the individual sub-accounts but no statement shall be supplied in circumstances where SINO-RICH is not required by any Applicable Regulations to supply a statement.

7.3 In accordance with the Laws in relation to the Advices, contract note, account statement including the consolidated statement, or Securities Account portfolio statement (in this Clause 7.3 referred to as “the Advices and Account Statements”):

7.3.1 Client agrees that it is its responsibility to ensure that it receives the Advices and Account Statements in due time and to make enquiries with and obtain the same from SINO-RICH immediately if not duly received;

7.3.2 Any purported discrepancy between the contents of the Advices and Account Statements and the Client’s instructions must be notified to SINO-RICH, orally or in writing in accordance with the notice provisions of this Agreement, within five (5) Business Days following the date of issue of the Advices and Account Statements to the Client; and

7.3.3 At the end of the expiration of five (5) Business Days, the contents of the Advices and Account Statements shall be conclusive evidence of the particulars set out there in without any further proof that the Advices and Account Statements and/or the transaction or event to which it relates are correct (subject to the right of SINO-RICH, which may be exercised by it at any time and from time to time, to adjust any entries in the All-In-One Account, Sub-account and/or details in the Advices and Account Statements where they have been wrongly or mistakenly made by it), except for:

7.3.3.1 Any alleged errors notified by the Client to SINO-RICH in accordance with the notice provisions in this Agreement;

7.3.3.2 Any payments made on forged or unauthorized endorsement;

7.3.3.3 Any unauthorized transactions arising from forgery or fraud by any third party (including the Client’s employee, agent or servant) in relation to whom SINO-RICH has failed to exercise reasonable care and skill;

7.3.3.4 Any unauthorized transactions arising from forgery or fraud by any employee, agent or servant of SINO-RICH; and/or

7.3.3.5 Any other unauthorized transaction arising from the default or gross negligence on the part of SINO-RICH or any of its employees, agents or servants.

8. SETTLEMENT

8.1 Client shall pay to SINO-RICH in cleared funds any money required for the purchase of securities or shall deliver to SINO-RICH the certificates or documents of title or procure the transfer of securities held

in CCASS required for the sale of securities (as the case may be), in each case at any time demanded by SINO-RICH (even if required to be paid and/or delivered earlier than the settlement date), and the Client shall take all necessary action to enable due settlement and/or delivery in respect of such purchase and sale in accordance with the Laws. Should the Client fails to do so, SINO-RICH is authorized:

8.1.1 In the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client's obligations to SINO-RICH; or

8.1.2 In the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to SINO-RICH.

8.2 If SINO-RICH has to obtain securities which SINO-RICH has purchased on behalf of the Client in the open market, following the failure of the selling broker to deliver on the settlement date, the Client shall be responsible for any difference in prices and all incidental expenses in connection with such open market purchase.

8.3 In case of the sale of any securities or other property by SINO-RICH at the direction of the Client and the inability of SINO-RICH to deliver the same to the purchaser by reason of the Client's failure to supply SINO-RICH therewith, the Client shall be responsible for any loss which SINO-RICH may sustain thereby, any premiums which SINO-RICH may be required to pay, or for any loss which SINO-RICH may sustain by reason of the inability of SINO-RICH to borrow the securities or other property sold.

8.4 Notwithstanding Clauses 8.1, 8.2, 8.3 or anything to the contrary which may be contained in this Agreement or other document, SINO-RICH shall be entitled, at any time and from time to time, without assigning any reason therefore and without any liability to the Client or any third party, at its absolute discretion, to refuse to make or receive physical delivery of the underlying assets in relation to any transaction or securities contemplated hereunder or refuse to deliver or receive any certificate or document of title in respect of such underlying assets or refuse to procure the transfer or receipt of such underlying assets or of any certificate or document in title in respect of such underlying assets.

8.5 Subject to Clause 8.4 above, if neither the aforesaid cleared funds, any money, nor the aforesaid certificates or documents of title of securities are held in CCASS are received by SINO-RICH within the relative time period required by SINO-RICH. SINO-RICH, may without notice, either liquidate the Client's position(s), or make or receive delivery, on behalf of the Client upon such terms and by such methods which SINO-RICH shall in its absolute discretion deem appropriate.

9. SHORT SELLING

Except for any security interest of SINO-RICH, securities provided by the Client for selling or crediting into the All-In-One Account(s) and Sub-account are fully paid with valid and good title and whose legal and beneficial titles are owned by the Client. Client confirms and undertakes that it will give SINO-RICH information and/or assurances in relation to the ownership of the securities as SINO-RICH may require before the selling order is placed. Client must notify SINO-RICH when a sale order relates to securities which the Client does not own i.e. where it involves short selling (including where the Client has

borrowed stock for the purposes of the sale). Client acknowledges and agrees that no short selling orders will be accepted by SINO-RICH unless Client provides SINO-RICH with such confirmation, documentary evidence and assurance as SINO-RICH in its opinion considers necessary to show the Client has a presently exercisable and unconditional right to vest such securities in the purchaser before placing any short selling order.

10. SHARE TRADING LIMIT

Subject to the terms and conditions as set out in the First Schedule of this Agreement, SINO-RICH may grant the Share Trading Limit to the Client to conduct securities trading in respect of the All-In-One Account and/or any Sub-Account.

11. MARGIN TRADING

Subject to the terms and conditions as set out in the Second Schedule of this Agreement, SINO-RICH may grant the Facility to the Client to conduct margin securities trading in respect of the All-In-One Account and/or any Sub-Account.

12. INITIAL PUBLIC OFFERINGS

Where the Client requests SINO-RICH to apply on the Client's behalf for securities in a new issue for listing on an Exchange, the Client hereby agrees to comply with the provisions contained in the Third Schedule of this Agreement.

13. FOREIGN CURRENCY TRANSACTIONS

In The event that the Client directs SINO-RICH to enter into any transaction on an Exchange or other market on which such transactions are effected in a foreign currency:

13.1 Any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the All-In-One Account and risk of the Client;

13.2 All initial and subsequent deposits for margin purposes shall be made in such currency in such amounts as SINO-RICH may, at the sole discretion of SINO-RICH, require from time to time;

13.3 When such a position is liquidated, SINO-RICH shall debit or credit the All-In-One Account or Sub-Account of the Client in the currency in which such All-In-One Account or Sub-Account is denominated at a rate of exchange determined conclusively by SINO-RICH on the basis of the then prevailing money market rates of exchange between such currencies; and

13.4 In the event that SINO-RICH exercises any of its rights under this Agreement, including without limitation the combination or consolidation of the All-In-One Account and/or Sub-Account or the transfer of client money and such combination, consolidation or transfer or exercise of any other right

requiring the conversion of one currency into another, the conversion shall be calculated at the spot rate of exchange (as conclusively determined by SINO-RICH) prevailing in such foreign exchange market as determined by SINO-RICH to be relevant on the date of such combination, consolidation, transfer or exercise of that right.

14. SECURITIES IN THE ACCOUNT(S)

14.1 Client specifically authorizes SINO-RICH, in respect of any of the securities (whether in Hong Kong or elsewhere) deposited by the Client with SINO-RICH or purchased or acquired by SINO-RICH on behalf of the Client, and held by SINO-RICH for safe keeping, to register the same in the name of SINO-RICH or any nominee appointed or agreed by SINO-RICH (whether such nominee is a person in Hong Kong or elsewhere) or in the Client's name, or deposit in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by SINO-RICH with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities (in this Clause 14 referred to as "Segregated Account for Securities") or deposit with any overseas custodian or overseas clearing house subject to compliance with applicable Regulatory Rules.

14.2 All securities and other properties received by SINO-RICH from the Client or from any other person (including an Exchange clearing house) for the Client's account shall be held by SINO-RICH as trustee, segregated from SINO-RICH's own assets in the manner required by the Regulatory Rules and all securities or other properties so held by SINO-RICH shall not form part of the assets of SINO-RICH for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of SINO-RICH's business or assets. This Clause 14.2 does not apply to any securities or other property received by SINO-RICH from Client in connection with transactions where SINO-RICH deals with Client as principal.

14.3 Client specifically authorizes SINO-RICH, in respect of any of the securities collateral (whether in Hong Kong or elsewhere) deposited with, or otherwise provided by or on behalf of the Client to SINO-RICH, to:

14.3.1 Deposit in a Segregated Account for Securities;

14.3.2 Deposit in an account in the name of SINO-RICH with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities;

14.3.3 Register in the name of Client on whose behalf the securities collateral has been received, SINO-RICH or any nominee appointed or agreed by SINO-RICH (whether such nominee is a person in Hong Kong or elsewhere); or

14.3.4 Deposit with any overseas custodian or overseas clearing house subject to compliance with applicable Regulatory Rules.

14.4 Any securities and securities collateral (whether in Hong Kong or elsewhere) held by SINO-RICH, banker, institution, custodian, nominee, intermediary or any other person pursuant to this Clause 14

shall be at the sole risk of the Client. SINO-RICH and the relevant associated entity, banker, institution, custodian, nominee, intermediary and person shall be under no obligation to insure the Client against any kind of risk, which obligation shall be the sole responsibility of the Client.

14.5 If in relation to any securities deposited with SINO-RICH or any other person pursuant to this Clause 14 but which are not registered in the Client's name, any dividends or other distributions or benefits accrue in respect of such securities, the All-In-One Account or Sub-Account shall be credited (or payment made to the Client as may be agreed) with the proportion of such dividends, distributions or benefits equal to the proportion of the securities held on behalf of the Client out of the total number or amount of such securities.

14.6 If in relation to any securities deposited with SINO-RICH or any other person pursuant to this Clause 14 but which are not registered in the name of Client, and loss is suffered by SINO-RICH, the All-In-One Account or Sub-Account may be debited (or payment made by the Client as may be agreed) with the proportion of such loss equal to the proportion of the securities held on behalf of the Client out of the total number or amount of such securities.

14.7 Except as provided in this Agreement or otherwise allowed under the Laws, SINO-RICH shall not, without the Client's oral or written direction or standing authority, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of the Client's securities or securities collateral for any purpose.

14.8 SINO-RICH is authorized, in accordance with applicable Laws or pursuant to a lawfully agreed standing authority, to dispose of any of the Client's securities or securities collateral (and SINO-RICH shall have absolute discretion to determine which securities or securities collateral are to be disposed of) for the purpose of settling any liability owed by or on behalf of the Client to SINO-RICH.

14.9 The obligations of SINO-RICH (or any other person permitted under this Agreement) to deliver, to hold or to register in the Client's name or in the name of Client's nominee, any of the Client's securities or securities collateral shall be satisfied by the delivery, the holding or registration in the Client's name or the Client's nominee of securities of the same class, denomination and nominal amount as, and rank pari passu with, those originally deposited with or transferred to SINO-RICH or any other person permitted under this Agreement or otherwise agreed by the Client or acquired by SINO-RICH on the Client's behalf ("Original Securities") (subject always to any capital reorganization which may have occurred in the meantime) and SINO-RICH (or any other person permitted under this Agreement) shall not be bound to deliver or return securities which are identical with the Original Securities in terms of number, class, denomination, nominal amount and rights attached thereto.

14.10 Where any securities are held in SINO-RICH's name or the name of any nominee appointed or agreed by SINO-RICH in accordance with this Clause 14, SINO-RICH will not attend any meeting or exercise any voting or other rights including the completion of proxies except in accordance with written instructions of the Client. Nothing in this Agreement shall in any way impose on SINO-RICH any duty to inform the Client or to take any action with regards the attendance of meetings and to vote at such meetings. SINO-RICH has no duty in respect of notices, communications, proxies and other documents,

relating to the securities received by SINO-RICH or to send such documents or to give any notice of the receipt of such documents to the Client. SINO-RICH has the right to charge the Client for its respective services in taking or arranging custody of the Client's securities or any action pursuant to the Client's instruction.

14.11 For the avoidance of doubt, SINO-RICH or any nominee appointed or agreed by SINO-RICH (whether such nominee is a person in Hong Kong or elsewhere) may hold any securities for the Client in a place outside Hong Kong, subject to compliance with applicable Regulatory Rules.

14.12 Without prejudice and in addition to other rights and remedies of SINO-RICH, SINO-RICH may, at any time and from time to time, dispose, or initiate a disposal by any other person, of any of the Client's securities (whether in Hong Kong or elsewhere) or securities collateral (whether in Hong Kong or elsewhere) in settlement of any liability owed by or on behalf of the Client to SINO-RICH or a third person. SINO-RICH and any other person (if applicable) are authorized to do all things as necessary in connection with any such disposal without any liability for any resulting or associated loss or expense. Without prejudice to the foregoing, the Client shall not make any claim against SINO-RICH and/or any other person (if applicable) concerning the manner or timing of such disposal.

15. MONIES IN THE ACCOUNT(S)

15.1 All monies and other properties received by SINO-RICH from Client or from any other person (including an Exchange clearing house) for the Client's account shall be held by SINO-RICH as trustee, segregated from SINO-RICH's own assets in the manner required by the Regulatory Rules and all monies or other properties so held by SINO-RICH shall not form part of the assets of SINO-RICH for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of SINO-RICH's business or assets. This Clause 15.1 does not apply to any money or other property received by SINO-RICH from the Client in connection with transactions where SINO-RICH deals with the Client as principal.

15.2 Subject to Clause 15.1 and applicable Regulatory Rules, SINO-RICH shall be entitled to deposit or transfer any monies held in the Accounts or received for or on the account of the Client with or to or interchangeably between one or more segregated account(s) opened and maintained by SINO-RICH in Hong Kong or elsewhere each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) and/or any other person(s) approved by the SFC for the purposes of Section 4 of the Securities and Futures (Client Money) Rules (Cap. 571I of Laws of Hong Kong) and/or any other person(s) overseas subject to compliance with applicable Regulatory Rules. Unless otherwise agreed between the Client and SINO-RICH and to the extent permitted by the Laws, any interest accrued on such monies shall belong to SINO-RICH absolutely.

16. COMMISSIONS, FEES AND CHARGES, LIENS, SET-OFF AND CONSOLIDATION

16.1 In respect of every transaction, the Client shall pay to SINO-RICH forthwith on demand the applicable interest, levy, charge, premium, brokerage, commission, fee, cost and expense for the All-In-One Account and Sub-Account under this Agreement as advised to the Client from time to time. Client agrees that such advice posted on the web-site of SINO-RICH from time to time shall to the extent permitted by the Laws be sufficient advice for all purposes and intents. Subject to applicable Laws, SINO-RICH may, at any time and from time to time, in its absolute discretion, change any commission, fee and/or charge by notice to the Client and subject to applicable Laws, the new commission, fee and/or charge shall be applicable on the effective date specified in such notice, whether the specified effective date is before or after the date of such notice.

16.2 Client shall pay or reimburse SINO-RICH forthwith on demand an amount equal to all commissions, brokerages, levies, fees, duties and taxes and all other charges and expenses incurred by SINO-RICH arising out of or in connection with any transaction effected by SINO-RICH as agent on behalf of the Client or otherwise arising out of or in connection with the performance of the duties of SINO-RICH under this Agreement.

16.3 Without prejudice to other provisions of this Clause 16, SINO-RICH may deduct any amount contemplated in Clauses 16.1 and 16.2 above from the All-In-One Account or any Sub-Account.

16.4 Client shall be responsible to SINO-RICH for all losses and expenses resulting from the Client's settlement failure, and shall be subject to such additional charges and interest therefore as SINO-RICH may determine.

16.5 Subject to applicable the Laws, without limitation to and in addition to other rights and remedies of SINO-RICH, Client agrees that:

16.5.1 without prejudice to any other provision in the Agreement, SINO-RICH shall have a general lien over all or any part of any money, securities or other properties of the Client held by, or in the possession or safe-keeping of SINO-RICH for the discharge of the Client's obligations to SINO-RICH or a third person;

16.5.2 SINO-RICH may at any time and from time to time without prior notice combine or consolidate all or any of Client's All-In-One Accounts and Sub-Accounts with, and/ or apply the Client's securities and/or other properties in or towards satisfaction of, any liabilities to SINO-RICH;

16.5.3 SINO-RICH may at any time and from time to time without prior notice set-off or transfer any sum in whatever currency standing to the credit of any of Client's All-In-One Accounts with SINO-RICH or towards satisfaction of any of Client's liabilities of whatever nature (including liabilities incurred as principal or surety and whether such liabilities be actual or contingent, primary or collateral, several or joint) to SINO-RICH.

16.6 SINO-RICH may, in the course of dealing with or through any broker for any transactions, receive benefit which is incidental to such dealings, including brokerage commission rebates and/or commissions of any kind. Client hereby consents and agrees that SINO-RICH may receive and retain for itself any such benefit, without further notice to Client, to the extent permitted by the Laws.

16.7 Without prejudice to and in addition to other rights and remedies of SINO-RICH and without prejudice to the other provisions in this Agreement, SINO-RICH shall be entitled but not be obliged (and is hereby authorized by the Client), at its discretion and without notice to the Client, to dispose of Client's securities and/or other properties for the purpose of settling any liability owed by Client to SINO-RICH for:

16.7.1 Dealing in securities which remains after SINO-RICH has disposed of all other assets designated as collateral for securing settlement of that liability, or

16.7.2 Financial accommodation provided by SINO-RICH to the Client which remains after SINO-RICH has disposed of all other assets designated as collateral for securing settlement of that liability.

16.8 Subject to applicable Laws and without prejudice to and in addition to any general lien and other rights and remedies entitled by SINO-RICH, at any time when the Client is indebted to SINO-RICH in any respect, SINO-RICH shall be entitled but not be obliged (and the Client irrevocably and unconditionally authorizes SINO-RICH), at its discretion and without prior notice to the Client, at any time and from time to time:

16.8.1 To combine or consolidate all or any of the Client's existing accounts with SINO-RICH regardless of whether notice is required and the nature of the All-In-One Account and Sub-Account (i.e. whether deposit, loan or any other nature); and

16.8.2 To set off or transfer any sum standing to the credit of any one or more of such All-In-One Account and Sub-Account wherever they are situated, in order to satisfy the Client's liabilities to SINO-RICH on any other All-In-One Account or Sub-Account or other respect whatsoever.

16.9 SINO-RICH is authorized to do the above without notice and notwithstanding any settlement of All-In-One Account or Sub-Account or other matter whatsoever. The liabilities referred to above include present or future, actual or contingent, primary or collateral, and several or joint. In addition, SINO-RICH shall have the right to sell such securities, investments and property and utilize the proceeds to offset and discharge all the obligations of Client without any prior notice to Client, whether as principal or as surety, to SINO-RICH regardless of:

16.9.1 Whether any other person is interested in, or whether SINO-RICH has made advances in connection with, such securities, investments or property; and

16.9.2 The number of All-In-One Account and Sub-Account the Client may carry with SINO-RICH. SINO-RICH is authorized to do all things as necessary in connection with such sale without any liability

for any resulting loss. Without prejudice to the foregoing, the Client shall not make any claim against SINO-RICH concerning the manner or timing of such sale.

16.10 Client agrees to pay interest on all overdue balances owing by the Client to SINO-RICH (after as well as before any judgment), at such rate(s) from day to day as SINO-RICH shall in its/their absolute discretion determine with reference to the prevailing market rate(s) from the date(s) of default up to the date(s) of actual payment, such interest to be payable on the last day of each calendar month or such other date(s) as determined by SINO-RICH or forthwith upon any demand being made by SINO-RICH. The aforesaid interest rate may be changed by SINO-RICH in its/their absolute discretion, at any time and from time to time and without notice to and without consent from the Client or any third party. If any interest rate calculated under this clause would exceed the maximum lawful rate under the Money Lenders Ordinance (Cap. 163 of Laws of Hong Kong), then the maximum lawful interest rate under that Ordinance shall be applied instead. Client agrees that SINO-RICH shall be entitled (but not obliged), at any time and from time to time, without prior notice, to debit any All-In-One Account and Sub-Account with SINO-RICH with any interest due and payable by the Client in accordance with this Clause 16.10 and the Client undertakes to, immediately upon demand by SINO-RICH, do such act(s) and/or execute such document(s) as may be required by SINO-RICH at any time and from time to time in order to give full effect to each such debit.

16.11 Every securities transaction (as defined in the Rules of the HK Exchange) shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the Securities and Futures Ordinance, the cost of both of which shall be borne by the Client.

17. DEFAULT

17.1 SINO-RICH shall be entitled to exercise their powers under Clause 17.2 upon or at any time after the occurrence of any of the following Events of Default:

17.1.1 Non-payment: Client defaults in paying, further securing or satisfying on demand any monies or liabilities under this Agreement;

17.1.2 Breach of representation: any statement, representation, warranty or undertaking made, repeated or deemed to have been repeated by the Client in this Agreement or in any notice or other document delivered to SINO-RICH that is or proves to have been incorrect or misleading when made, repeated or deemed to have been repeated;

17.1.3 Breach of other obligations: Client fails to perform or comply with any of its other obligations under this Agreement and, if that failure is capable of remedy, does not remedy such failure to the satisfaction of SINO-RICH immediately following receipt of notice from SINO-RICH requiring it to do so;

17.1.4 Winding-up, etc.: where Client is a corporation:

17.1.4.1 A petition is presented or an order is made or any effective resolution is passed or analogous proceedings are taken for the winding up of the Client save for the purposes of an amalgamation, merger or reconstruction the terms whereof have previously been approved in writing by SINO-RICH; or

17.1.4.2 Client convenes a meeting for the purpose of making, or proposes and/or enters into, any arrangement or composition for the benefit of its creditors; or

17.1.4.3 An encumbrance takes possession or a Receiver or other similar officer is appointed of the whole or any part of the assets or the undertaking of the Client, or a distress or execution is levied or enforced upon or sued out against any of the chattels or property of the Client and is not discharged within thirty days of being levied; or

17.1.4.4 Client, without the consent in writing of SINO-RICH, stops payment to creditors generally or (if applicable) the Client (otherwise than for the purpose of such an amalgamation, merger or reconstruction as is referred to in Clause 17.1.4.1 above) ceases or threatens to cease to carry on its business or any substantial part thereof or be deemed, for the purposes of Section 178 of the Companies Ordinance (Cap. 32 of the Laws of Hong Kong), to be unable to pay its debts or disposes or threatens to dispose of the whole or a substantial part of its undertaking or assets;

17.1.5 Bankruptcy, etc.: Bankruptcy proceedings are commenced in respect of the Client where the Client is an individual, or a bankruptcy order is made against the Client or the Client makes any composition or arrangement with the Client's creditors, dies, becomes of unsound mind and/or insane;

17.1.6 Material adverse change in the Client's financial condition, etc.: there occurs a material adverse change in the Client's business, assets or financial condition which would, in the opinion of SINO-RICH, prevent or hinder or tend to prevent or hinder the Client from performing in any material respect its obligations;

17.1.7 Judgment or court order: where the Client is a partnership or a sole proprietorship, any of its partners or the sole proprietor shall have any judgment or order of Court made or any execution levied against his goods chattels or property, dies, becomes of unsound mind and/or insane;

17.1.8 Incompetence, etc: where the Client is an individual, a sole proprietor or a partnership, a judicial declaration of incompetence or mental incapacity is made in respect of the Client or any of the partners, or the Client or any of the partners dies;

17.1.9 Unlawfulness: where SINO-RICH in its sole opinion believes there may be a basis for suspicion that the Client has engaged or may be engaging in any market malpractice or any other activity which is prohibited by any Laws or Regulatory Rules or applicable terms and conditions of whatsoever nature; or it shall become unlawful for the Client to maintain the All-In-One Account or Sub-Account or to perform any of the Client's obligations under this Agreement; or any authorization, consent, approval or license necessary for the Client to continue the All-In-One Account or Sub-Account or to perform any of its obligation under this Agreement is withdrawn, restricted, revoked or otherwise ceases to be in full force and effect;

17.1.10 Fraud, etc: Client is convicted of an offence involving fraud, deception or dishonesty or any other serious criminal offence (other than a road traffic offence where a non-custodial sentence is imposed);

17.1.11 Regulatory requirements: in the discretion of SINO-RICH, the exercise by SINO-RICH of any powers conferred by Clause 17.2 is necessary for compliance with any Regulatory Rules;

17.1.12 Suspension of the Account: the All-In-One Account or Sub-account or the trading of any securities or instruments in the All-In-One Account or Sub-Account is for whatsoever reason suspended;

17.1.13 Illiquidity: in the absolute opinion of SINO-RICH, there occur market conditions (for example, illiquidity) or actions that may make it difficult or impossible to effect the relevant transactions or liquidate or offset the relevant positions; and

17.1.14 Others: in the sole discretion of SINO-RICH, when it regards it to be otherwise necessary or appropriate e.g. due to margin requirements or otherwise.

17.2 Upon or at any time after the occurrence of any of the Event of Default, all amounts owing by the Client to SINO-RICH shall become immediately payable on demand and SINO-RICH, without notice to the Client, may do any of the following in its discretion:

17.2.1 Terminate all or any part of this Agreement and close the All-In-One Account and/or Sub-account, or otherwise suspend operation of the Account;

17.2.2 Immediately require the Client to repay or discharge the Facility, if any;

17.2.3 Cancel any or all outstanding orders or any other commitments made on behalf of the Client;

17.2.4 Close any or all contracts between SINO-RICH and the Client cover any short position of Client through the purchase of securities on the relevant Exchange(s) or, liquidate any long position of the Client through the sale of securities on the relevant Exchange(s);

17.2.5 Sell or otherwise dispose of the securities held for the Client to settle any liability owed by the Client to SINO-RICH which remains after SINO-RICH has disposed of all the client collateral for securing the settlement of that liability; and

17.2.6 Combine or consolidate any or all All-In-One Accounts and Sub-account of the Client and exercise right of set-off in accordance with this Agreement.

17.2.7 Close out, close, liquidates and/or gives up any or all positions of the Client in the All-In-One Account and/or Sub-account.

17.3 In the event of any sale pursuant to Clause 17.2.5

17.3.1 SINO-RICH shall not be responsible for any loss occasioned thereby howsoever arising if SINO-RICH has already used reasonable endeavors to sell or dispose of the securities or any part thereof at the then available market price;

17.3.2 SINO-RICH shall be entitled to appropriate to itself or sell or dispose of the securities or any part thereof at the current price to SINO-RICH without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by SINO-RICH;

17.3.3 Client undertakes to pay to SINO-RICH any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to SINO-RICH;

17.3.4 Any debit balance or margin deficiency in the All-In-One Account or Sub-Account resulting from Closing Out (including but not limited to Closing Out pursuant to Clause 17.2) shall be charged with (Client shall pay) interest thereon (after as well as before any demand or judgment) at such rate as SINO-RICH shall in its absolute discretion determine with reference to the prevailing market rate, the aforesaid interest rate may be changed by SINO-RICH in its absolute discretion. At any time and from time to time and without notice to and without consent from the Client or any third party, the Client undertakes to pay to SINO-RICH any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to SINO-RICH and the Client agrees that SINO-RICH shall be entitled (but not be obliged), at any time and from time to time, without prior notice, to debit any All-In-One Accounts and/or any other Sub-account(s) of the Client with any interest payable by the Client in accordance with this Clause 17.3.4 and the Client undertakes to, immediately upon demand by SINO-RICH, do such act(s) and/or execute such document(s) as may be required by SINO-RICH at any time and from time to time in order to give full effect to each such debit; and

17.3.5 it is understood that the Client shall at all times be liable for the immediate payment of any debit balance owing in the All-In-One Account and Sub-Account howsoever caused and whether or not an Event of Default with respect to the All-In-One Account or Sub-Account has occurred and that the Client shall be liable for the immediate payment of any deficiency remaining in the Accounts in the event the liquidation thereof in whole or in part by SINO-RICH or by the Client. Any debit balance or deficiency in the All-In-One Account and Sub-Account shall be charged with (and the Client shall pay) interest thereon (after as well as before any demand or judgment) at such rate as SINO-RICH shall in its absolute discretion determine with reference to the prevailing market rate. The aforesaid interest rate may be changed by SINO-RICH in its absolute discretion, at any time and from time to time and without notice to and without consent from the Client or any third party. Client shall immediately settle, upon demand, all liabilities outstanding to SINO-RICH, together with all costs of collection (including, without limitation, reasonable legal fees) on a full indemnity basis. Client agrees that SINO-RICH shall be entitled (but not be obliged), at any time and from time to time, without prior notice, to debit any All-In-One Account or Sub-account with SINO-RICH with any interest payable by the Client in accordance with this Clause 17.3.5 and the Client undertakes to, immediately upon demand by SINO-RICH, do such act(s) and/or execute such document(s) as may be required by SINO-RICH at any time and from time to time in order to give full effect to each such debit.

17.4 Any proceeds of sale hereunder shall be applied in the following order of priority:

17.4.1 In satisfaction of all costs, levies, charges, expenses and payments (including, without limitation, legal or other professional fees, stamp duty, commission and brokerage) incurred by SINO-RICH on a full indemnity basis;

17.4.2 In or towards the satisfaction of the amount secured by this Agreement whether principal or interest or otherwise in such order as SINO-RICH may in its discretion decide;

17.4.3 In or towards the satisfaction of any other amount owing to SINO-RICH; and the surplus if any shall be paid to the Client or to its order. If there is any deficiency after the sale, the Client shall pay such deficiency to SINO-RICH without the need for any demand.

17.5 Any dividends, interest or other payments which may be received or receivable by SINO-RICH in respect of the Margin Securities (as defined in the Second Schedule) (less such reasonable charges as SINO-RICH may determine from time to time) may be applied by SINO-RICH as though they were proceeds of sale hereunder notwithstanding that the power of sale may not have arisen.

17.6 A declaration, determination or decision by an officer of SINO-RICH that the power of sale has become exercisable under this Clause 17 shall be conclusive evidence of that fact in favor of any purchaser or other person deriving title under the sale.

17.7 Without prejudice to any other provision of this Agreement, when SINO-RICH exercises any of SINO-RICH's rights:

17.7.1 By closing or giving-up all or any positions in the All-In-One Account or Sub-Account; or

17.7.2 By closing-out all or any positions or sale or purchase of securities in the All-In-On Account or Sub-Account which SINO-RICH may carry on the Client's behalf or maintain with the Client, and such closing or giving-up or closing out or sale or purchase (in this Clause 17.7 referred to as "the transactions") may be made on an Exchange or market where the transactions are usually transacted or in such manner as shall be decided by SINO-RICH. Client agrees that in respect of the transactions, SINO-RICH shall not be liable for any resulting loss. Without prejudice to the foregoing, the Client shall not make any claim against SINO-RICH concerning the manner or timing of the transactions. Client understands that in all cases, SINO-RICH has the right to exercise closing out or giving up without demand or notice. A prior demand or call or notice of such closing out or giving up shall not be considered as a waiver of SINO-RICH's above-mentioned rights.

18. LIABILITY AND INDEMNITY

18.1 Client agrees that SINO-RICH or any of their respective officers, employees or agents shall not have any liability whatsoever (other than those resulting from fraud or willful default on SINO-RICH's part) for any loss, expense or damage which the Client may incur as a result of the performance or failure to

perform this Agreement or as a result of any act or omission of any third party (whether or not such third party being appointed by SINO-RICH) or howsoever arising out of any cause beyond the control of SINO-RICH. Further, SINO-RICH or any of their respective officers, employees or agents shall accept no liability as a result of compliance with any applicable Regulatory Rules.

18.2 Client undertakes to indemnify and to keep indemnified SINO-RICH and its officers, employees and agents on a full indemnity basis from and against all losses, damages, interest costs, actions, demands, claims, proceedings, expenses, costs (including, without limitation, legal costs and costs reasonably incurred in collecting debts from the Client) and liabilities of whatsoever nature (other than those resulting from fraud or willful default on SINO-RICH's part) incurred, suffered or sustained by or made or brought against or threatened to be made or brought against each or any of them directly or indirectly arising out of or in connection with the performance of any act or the exercise of any right or discretion or any inaction taken or chosen by or for SINO-RICH pursuant to this Agreement, or arising directly or indirectly from any act or omission by the Client whether or not constituting a breach of any of its obligations under this Agreement or the occurrence of any Event of Default or directly or indirectly as a consequence of reliance on by SINO-RICH or any of its officers, employees or agents any representation stated in this Agreement or any information provided by or for the Client or directly or indirectly as a result of acting on by SINO-RICH or any of its officers, employees or agents any instruction, signature, instrument, notice, resolution, request, certificate, report or other document believed to be signed or given by the proper party(ies), whether the same is given verbally or in written form and whether the same is an original, facsimiled or electronic copy.

18.3 If any claim is made against SINO-RICH or the Client in connection with this Agreement, SINO-RICH may, without prejudice to Clause 18.1 above, take any such steps at its sole discretion, including the withholding of payment or delivery to the Client of any money or securities.

18.4 Client acknowledges that discretionary handling of the client's All-In-One Account or Sub-Account by SINO-RICH's representatives is generally not permitted by SINO-RICH policy (and that if exception is granted it must be properly documented in a further SINO-RICH discretionary account agreement with a power of attorney) and that the Client shall not hold SINO-RICH responsible in any way, and shall indemnify SINO-RICH, for all and any loss, damage, interest cost, action, demand, claim, liability, expense or proceeding of any nature whatsoever relating to or resulting from the Client's instruction, permission, acquiescence or approval to, or arrangement or understanding with, any SINO-RICH representative (whether explicit or tacit) to conduct discretionary trading on the All-In-One Account or Sub-Account or otherwise in respect of any of the Client's money.

18.5 SINO-RICH is under no duty to examine or verify the validity of the ownership of or title to any securities and shall not be liable in respect of any defect in ownership or title.

18.6 In jurisdictions restricting foreign ownership of securities, SINO-RICH shall have no duty to ascertain the nationality of the owner of the securities or that the securities deposited are approved for foreign ownership unless specifically instructed by the Client.

18.7 SINO-RICH does not guarantee gains or profitability to the Client and shall not be liable for any loss of or diminution in the value of the securities or other properties save and except direct and reasonably foreseeable loss and damage (if any) arising directly and solely from any negligence or willful default of SINO-RICH.

18.8 Commentaries, financial information and other data which may be provided by SINO-RICH are for the Client's information and reference only and are not intended as investment advice or for trading or other purposes. They may be supplied to SINO-RICH by other persons or compiled by SINO-RICH from information and materials supplied by other persons. SINO-RICH does not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any commentaries, financial information or data or whether it is fit for any purpose. Nor does SINO-RICH assume any liability (whether in tort or contract or otherwise) for any reliance on any commentaries, information or data by the Client or any other person.

18.9 Notwithstanding that the Client may have informed SINO-RICH of any investment objectives of the Client, the Client shall be solely responsible for:

18.9.1 Making the Client's own independent investigation and appraisal of the securities and other investments in which the Client intends to deal; and

18.9.2 Making the Client's own independent decision in dealing with the securities and other products and investments.

18.10 The Client requests and directs SINO-RICH to accept and act on any and all instructions of the Client in connection with the securities and other products and investments on the above basis. The Client shall be solely responsible for such instructions which shall be deemed to be given on his own judgment and at his sole risk whether or not SINO-RICH has given to the Client any advice, recommendation, commentaries, financial information or other data.

19. DISCLOSURE OF INFORMATION

19.1 Client warrants and undertakes to SINO-RICH that all information provided by the Client from time to time in, under or pursuant to this Agreement is and will be accurate, complete and up-to-date. Client shall notify SINO-RICH forthwith of any change to such information. SINO-RICH shall be entitled to rely fully on all such information for all purposes until SINO-RICH is notified to the contrary in writing and any such written notification shall be duly signed by the Client. Client understands and accepts that notwithstanding anything to the contrary which may be contained in this Agreement, any change to any such information shall not take effect until five (5) days after the actual receipt by SINO-RICH of the relevant written notification or until such shorter period of time as may be agreed by SINO-RICH in writing.

19.2 SINO-RICH shall notify the Client of any material change to the information relating to SINO-RICH provided in, under or pursuant to this Agreement.

19.3 Client shall immediately on demand by SINO-RICH at any time supply to SINO-RICH such financial and/or other information in connection with the subject matter of this Agreement as SINO-RICH may reasonably require. Client agrees that SINO-RICH may conduct a credit enquiry or check on the Client for the purpose of ascertaining the financial situation of the Client.

19.4 SINO-RICH may provide any information relating to the Client and/or any transaction and/or the All-In-One Account and/or the Sub-Account to any Regulator or other person to comply with the lawful requirements or requests for information (whether such requirements and requests are mandatory or otherwise) or otherwise where in SINO-RICH's sole discretion, it deems it appropriate in the circumstances.

19.5 SINO-RICH is subject to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) which regulates the use of personal data concerning individuals. SINO-RICH's policies and practices relating to the use of personal data are set out in the Sixth Schedule to this Agreement.

19.6 Client represents and warrants to SINO-RICH that the Client has taken all action necessary to authorize the disclosure to SINO-RICH and other persons permitted hereunder of all information (including, without limitation, personal data as defined in the Personal Data (Privacy) Ordinance, Cap.486) from time to time provided to SINO-RICH by or for the Client in, under or pursuant to this Agreement and the use of such information for the purpose of this Agreement and/or any transaction(s) contemplated hereunder and/or the All-In-One Account and/or the Sub-Account. This representation and warranty are taken to be also made by Client on each date that any information is provided to SINO-RICH.

19.7 Client acknowledges that any failure, delay or refusal to provide relevant information to SINO-RICH would constitute a breach, and that in accordance with Clause 18, the Client will fully indemnify SINO-RICH for such breach.

20. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

20.1 Client represents warrants and undertakes to SINO-RICH (in this Clause 20, referred to as the "Warranties") that:

20.1.1 Where the Client is a corporation, it has been duly incorporated or established in accordance with all applicable laws and regulations and has the corporate power to enter into and perform this Agreement and has taken all necessary corporate and other action to authorize this Agreement upon these terms and conditions;

20.1.2 No consent or authority of any person (except, in the case of a corporate client, as already obtained as contemplated in Clause 20.1.1) is required for the Client to enter into this Agreement including without limitation the power of borrowing and giving security over its assets, or as the case may be, the Client has obtained all such necessary consent or authority (including without limitation, consent from its employer where applicable);

20.1.3 The entering into by the Client of this Agreement or any trading or borrowing activity in connection with this Agreement will not place the Client in breach of the terms of any other arrangement or document (including any constitutional documents such as the Client's memorandum and articles of association if the Client is a corporation and/or deed of trust if the Client is a trustee or trust corporation), any staff dealing policies or rules of its employer (if any) or of any obligations under general law or imposed by Regulatory Rules; and the Client undertakes to fully comply all relevant Laws, Regulatory Rules, terms, policies and rules;

20.1.4. No Event of Default or Potential Event of Default has occurred and is continuing;

20.1.5 No money, securities or other property received by SINO-RICH from the Client in connection with this Agreement is subject to any restrictions on transfer or assignment, any lien, claim, charge or encumbrance or any other interest of any third party (other than a lien routinely imposed on all securities in a relevant clearance system);

20.1.6 Client has not taken any action nor has any step been taken or legal proceeding been started or threatened for the bankruptcy or liquidation of the Client. Nor has the Client entered into a compromise or scheme of arrangement with its creditors; and

20.1.7 Client acknowledges that it is the Client's duty to ascertain the Client's nationality, citizenship, domicile or similar status. Client undertakes not to deal in, purchase or subscribe for any securities or investments which by virtue of the Client's status or other characteristics Client is prohibited to deal in purchase or subscribe. Client has taken all necessary professional advice including legal, accounting, estate planning or tax advice relating to its tax or other liability under any jurisdiction and Client has not relied in any way on SINO-RICH relating to any of the Client's instructions or orders in respect of dealing in, purchase of or subscription in any securities or investments.

20.1.8 Client warrants and undertakes to SINO-RICH that if the Client is not a member of the HK Exchange and the All-In-One Account and Sub-Account which the Clients open with SINO-RICH is to be operated for a client or a number of clients of the Client and not the Client itself (in this Clause 20, referred to as the "Omnibus Accounts"), Client shall notify SINO-RICH of the same and shall at all times:

20.1.8.1 In the Client's dealings with the person(s) from whom the Client receives instructions with respect to the Omnibus Account, comply with and enforce the margin and variation adjustment requirements and procedures as stipulated in the Rules of the HK Exchange and the rules of the clearing house of the HK Exchange as though the Client were a member of the HK Exchange and as though the person(s) for whose account or benefit such instructions are given were the "Clients" as defined in the Rules of the HK Exchange;

20.1.8.2 Cause securities transactions (as defined in the Rules of the HK Exchange) to be entered into in fulfillment of such instructions so that there shall in no circumstances be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations of

securities or in a manner which constitutes or involves betting, wagering, gaming or gambling with respect to such items; and

20.1.8.3 Impose the requirements of Clauses 20.1.8.1, 20.1.8.2 and 20.1.8.3 upon, and ensure that they are complied with by, the person(s) from whom the Client receives instructions.

20.2 Client further warrants and represents to SINO-RICH that each of the Warranties is true, accurate and not misleading.

20.3 Client acknowledges that SINO-RICH has entered into this Agreement on the basis of, and in reliance on, the Warranties. The Warranties are deemed to be repeated on each day up to and including the termination of this Agreement.

21. NOMINEE ARRANGEMENTS

21.1 Subject to Clauses 14.2, 15.1 and 15.2 above and applicable Regulatory Rules, SINO-RICH shall be entitled (and is hereby authorized), at any time, to deposit or transfer any property (including, without limitation, any securities) of the Client ("Property" for the purposes of this Clause 21 only) with or to or interchangeably between any banker(s), institution(s), custodian(s), clearing house(s), intermediary(ies) and/or other person(s) (whether any such banker, institution, custodian, clearing house intermediary or other person is in Hong Kong or elsewhere) and/or register or re-register any Property in the name of SINO-RICH or any nominee appointed or agreed by SINO-RICH (whether such nominee is a person in Hong Kong or elsewhere) and/or cancel any such registration. If any of the Client's property is registered in the name of a nominee for the Client ("Nominee"), whether or not such Nominee is SINO-RICH, Client agrees as follows:

21.2 The Nominee shall have no liability (in negligence or otherwise howsoever) for failure to forward to the Client any notice, information or other communication in respect of any such securities;

21.3 The Nominee shall have full liberty to exercise or refrain from exercising any rights or to satisfy or refrain from satisfying any liabilities arising from or in connection with the holding of any such securities without the need to consult or notify the Client beforehand and without being in any way liable therefor and the Client shall indemnify the Nominee for all losses, costs, claims, liabilities and expenses incurred by the Nominee and arising directly or indirectly from any action taken or not taken by the Nominee in good faith;

21.4 To pay such fees, expenses and charges as the Nominee may from time to time prescribe in consideration of the nominee services, such fees, expenses and charges to be deducted as SINO-RICH sees fit from any monies standing to the Client's credit in any All-In-One Account or Sub-account with SINO-RICH and until payment the Property held by the Nominee are subject to a lien in favor of the Nominee for the amount(s) concerned and such lien shall be in addition and without prejudice to other rights of the Nominee;

21.5 The Nominee may act on the instructions of any one Authorized Person or Authorized Third Party; and

21.6 The Nominee is not bound to return to the Client securities bearing identical serial numbers as any transferred to the Nominee.

22. MISCELLANEOUS

22.1 Governing law

22.1.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Client hereby Irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong. This Agreement, all rights, obligations and liabilities under this Agreement and all contracts and all transactions contemplated hereunder shall ensure to the benefit of, and bind SINO-RICH, SINO-RICH's successors and assigns, whether by merger, consolidation or otherwise, as well as the Client and the heirs, executors, administrators, legatees, successors, personal representatives and permitted assigns of the Client.

22.1.2 Any unresolved dispute between SINO-RICH and the Client shall be settled by arbitration in accordance with the provisions of the arbitration rules of the board of arbitration (if any) of the organized market or board of trade or exchange upon which the transaction giving rise to such dispute was effected or (without limitation to the foregoing) in any other arbitral forum, provided that SINO-RICH only, in the sole discretion of SINO-RICH, may at any time before the hearing of the arbitration give notice to the Client in writing that SINO-RICH veto either the arbitral forum or the arbitration of such dispute. The sole obligation of either SINO-RICH or the Client under any claim in court of law by the other shall be to pay such sum as may be awarded under arbitration pursuant to this clause, except where SINO-RICH shall have vetoed such arbitration. Any award resulting from such arbitration shall be final, and a judgment upon the award rendered may be entered in any court having jurisdiction.

22.2 Enforceability

If any provision of this Agreement shall be void or unenforceable by reason of any provision of applicable Laws, the remaining provisions shall continue in full force and effect and if necessary, be so amended as shall be necessary to give effect to the spirit of this Agreement so far as possible.

22.3 SINO-RICH's role

SINO-RICH is a licensed corporation registered under the Securities and Futures Ordinance (Cap. 571) to conduct various types of regulated activities (CE Number: AFN604). Save as expressly provided in this Agreement, SINO-RICH shall act as an agent and not as a principal in relation to any transaction undertaken by SINO-RICH pursuant to this Agreement, except where SINO-RICH gives notice to the Client to the contrary or specifies in the relevant advice or contract note relating to a transaction or required by the nature of the transaction initiated by the Client.

22.4 Material interests and conflicts of interest

Circumstances may arise in which SINO-RICH or one of their respective officers, employees or agents (each, a “Relevant Party”) has a material interest in a transaction with or for the Client or where a conflict of interest arises between the Client’s interests and those of other clients or counterparties or of itself. If SINO-RICH acts in circumstances where it has a material interest or conflict of interest, SINO-RICH will take reasonable steps to ensure the Client is treated fairly. SINO-RICH may, in its discretion, without giving any reason therefor, without notice and without incurring any liability of any nature to the Client or any third party, decline to act for the Client in such circumstances. Material interests and conflicts of interest that may arise include, without limitation, the matters described in the following Clauses 22.4.1 to 22.4.6.

22.4.1 SINO-RICH may make recommendations with respect to, effect or arrange a transaction with the Client or on the Client’s behalf or for the Account in relation with which a Relevant Party may have direct or indirect material interests. In particular, a Relevant Party may:

22.4.1.1 Deal with the Client as principal for its own account;

22.4.1.2 Deal with the Client as agent for both the Client and for any other person;

22.4.1.3 Match any order by the Client with the order of any other person, receiving, in some cases, a fee or commission from that other person;

22.4.1.4 Otherwise make a profit in respect of a transaction pursuant to this Agreement; and

22.4.1.5 Recommend that the Client buy or sell an investment in which the Relevant Party has a long or short position.

22.4.2 In addition, a Relevant Party may also:

22.4.2.1 Have interests or act as an adviser to the clients in investment banking, financial advisory, underwriting, and asset management and other capacities;

22.4.2.2 Issue, underwrite or act in a proprietary capacity, as a market maker (or “principal trader”) or liquidity provider, or for other clients in relation to investments of all types including those in which the Account or the Client may invest or deal;

22.4.2.3 Give advice to, and take action in relation to, any of its clients, companies or proprietary accounts that differs from advice given to the Client, or involves different timing or actions taken;

22.4.2.4 Make a market in and have a position in an investment held, purchased or sold for the Account; and

22.4.2.5 Have an interest in, or serve as a director of, any company in which the Account or the Client may invest or deal.

22.4.3 SINO-RICH may use any information the Client provides in relation to an instruction or transaction to facilitate its execution and can take account of it in managing its market making positions or otherwise limiting the risks to which it is exposed in the course of its market making activities. In particular, where that information relates to a proposed transaction for which the Client has asked SINO-RICH to quote terms, and in which SINO-RICH would commit its capital, SINO-RICH may also use that information to enter into transactions for the purpose of executing the proposed transaction (or facilitating such execution) on terms that are competitive in the market at that time. Such transactions could be at a different price from the price at which SINO-RICH executes the Client's transaction or instruction, which could result in SINO-RICH making a profit or loss. The effect of these and other trading activities of SINO-RICH may be to increase the market price of investments the Client is buying or decrease the market price of investments the Client is selling.

22.4.4 Subject to applicable Laws, SINO-RICH is not under any obligation to:

22.4.4.1 Disclose that any Relevant Party has a material interest in a particular transaction with or for the Client or that a conflict of interest or a conflict of duty has arisen or may arise, although SINO-RICH will generally manage such conflicts to ensure, with reasonable confidence, that risks of damage to the Client's interests will be prevented; or

22.4.4.2 account to the Client for any profit, commission or remuneration made or received in connection with transactions or circumstances in which a Relevant Party has a material interest, where a conflict of interest or a conflict of duty arises, or otherwise.

22.4.5 Client agrees and acknowledges that SINO-RICH may receive from, pay to or share with third parties fees, commissions or other benefits. The amount or basis of any such fee, commission or other benefit will be disclosed to Client to the extent required by applicable Laws, and such disclosure may be in summary form only.

22.4.6 SINO-RICH may recommend to the Client the services of (and may introduce the Client to) any person (which may include a Relevant Party). These persons may not be regulated or subject to applicable Laws or Regulatory Rules for the protection of investors, including such rules and regulations in respect of the clients' money held or received for the clients by such persons, and accordingly such money may not be protected as effectively as if such rules and regulations applied.

22.4.7 SINO-RICH is hereby irrevocably authorized to enter into any transaction for the account of the Client with any other member of SINO-RICH's group and/or any agent of SINO-RICH and SINO-RICH may be interested in any such transaction and shall not be accountable to the Client for any profit or benefit arising therefrom.

22.5 No fiduciary relationship

Client and SINO-RICH acknowledge that neither:

22.5.1 The relationship between SINO-RICH and the Client;

22.5.2 The services to be provided under this Agreement; nor

22.5.3 Any other matter, gives rise to any fiduciary or equitable duties on SINO-RICH's part in favor of the Client. In particular, there are no duties which would oblige SINO-RICH (or any other Relevant Party) to accept responsibilities more extensive than those set out in the Agreement or which would prevent or hinder SINO-RICH (or any other Relevant Party) in carrying out any activities contemplated by this Agreement.

22.6 SINO-RICH's right to report

Without prejudice to any right or obligation that SINO-RICH may have under the Laws, Client acknowledges SINO-RICH's unfettered discretion to report all and any suspicious trading conduct or account irregularity or other mal-practice or other relevant matter to any Regulator(s), authority(ies) or the issuer of the financial product concerned. Client shall not challenge any decision to make such report, or attempt to hold SINO-RICH responsible for resulting action against or loss incurred by the Client. Client undertakes to provide SINO-RICH with such information as lawfully requested by SINO-RICH within (1) Business Day of such request. Further, SINO-RICH may in its sole discretion suspend the operation of the All-In-One Account and Sub-account or decline to act on any instruction without incurring any liability whatsoever to the Client or any other person for any claim, loss, proceeding or expense howsoever related to SINO-RICH's suspension of the All-In-One Account and Sub-account or its delay or refusal to act upon any instruction relating to the All-In-One Account and Sub-Account.

22.7 Client's obligation

22.7.1 Client undertakes to do and execute any act, deed, document or thing which SINO-RICH may require in connection with the implementation, execution and enforcement of the terms of this Agreement. Client irrevocably appoints SINO-RICH as its attorney to do and execute any act, deed, document and thing which it undertakes to do or execute under this Agreement but fails to do or execute upon the request of SINO-RICH.

22.7.2 If Client suspects that a fraud or an irregularity may have occurred with respect to the All-In-One Account or Sub-Account, it shall notify SINO-RICH in writing or any other form from time to time.

22.8 Joint account

22.8.1 Where the All-In-One Account and Sub-Account is a joint account, unless otherwise stated in the Account Application, SINO-RICH may accept instructions from any of the account holders, and each joint account holder agrees with the others to be jointly and severally liable for all obligations in connection with this Agreement. SINO-RICH has no obligation to inquire into the purpose or propriety of any instruction given or to see to the application of any funds delivered by the Client or any or more of the joint account holders in respect of the All-In-One Account and Sub-Account. SINO-RICH shall be at liberty to release or discharge any of the account holders from their liability hereunder or to accept any proposition from or make other arrangements with any of the account holders without releasing or discharging the other or others or otherwise prejudicing or affecting the rights and remedies of

SINO-RICH against the other or others and none of them nor shall this Agreement be released or discharged by the death of any one of them.

22.8.2 Any Advice, report, notice or communication given to any joint account holder in accordance with this Agreement shall be deemed to have been duly given to all joint account holders unless: (i) Client's email address has been provided in the Account Application, in which case, any such Advice, report, notice or communication shall be sent to that email address or such other email address as subsequently notified to SINO-RICH in accordance with this Agreement; or (ii) Client has requested and SINO-RICH has accepted that all Advices shall be sent to the addresses (email address or otherwise) of all joint account holders, being the last notified addresses (email address or otherwise) on SINO-RICH's records and in such case, all Advices shall be so given. Any Advice, report, notice or communication given by SINO-RICH pursuant to the foregoing shall be deemed to have been received by all joint account holders and shall be binding on all of them.

22.9 Telephone recording

Subject to the requirement of regulation, all telephone conversations, as required under the relevant rules and regulations, between SINO-RICH and the Client made in the course of trading and/or execution will be recorded on a centralized tape recording system operated by SINO-RICH and the contents of any such recording shall be final and conclusive evidence of the conversation concerned and its content.

22.10 Client's representation

Client acknowledges that SINO-RICH has offered to explain to Client the terms of this Agreement, and either the Client has received such explanation or that the Client fully understands the terms of this Agreement without the need for such explanation. Client acknowledges that the Client has been advised, and has had the opportunity, to consult the Client's own independent legal and other professional advisers.

22.11 Waiver

Save as expressly provided in this Agreement, no failure to exercise, or delay in exercising, on the part of any party hereto any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No waiver by SINO-RICH shall be effective unless it is in writing. The rights and remedies of SINO-RICH are cumulative and not exclusive of any rights or remedies provided by the Laws.

22.10 Assignment

22.10.1 Client shall not assign, delegate, sub-contract, transfer or otherwise dispose of any rights or obligations under this Agreement to any person without SINO-RICH's previous written consent. Subject to the Laws, SINO-RICH may assign, sub-contract, delegate, and transfer or otherwise dispose of any of its rights and obligations under this Agreement as SINO-RICH may see fit.

22.10.2 In the event that SINO-RICH consolidates, amalgamates, reorganizes or transfers its business to another entity, SINO-RICH may assign any of the rights and obligations under this Agreement to such entity. SINO-RICH shall give the Client notice which will specify a date upon which the assignment will become effective. This date will be at least ten (10) days after the date of the notice. Such assignment will have the effect of creating a novated agreement between the Client and the entity to which such rights or obligations are assigned. Therefore, in such event, the Client hereby consents for any future assignment of this Agreement by SINO-RICH.

22.11 Force majeure

In the event of war, terrorism, revolution, insurrection, restraint of rulers, military disturbances, riot, civil commotion, civil disobedience or other similar action involving any country, strike or lockout or stoppage or restraint of labor, seizure or confiscation of assets or other Governmental action having a similar effect, any imposition of currency exchange control or restraint of capital movement or transmission by any government, any "Act of God" systems and/or communication facilities, or any other similar event outside the control of SINO-RICH which hinders or prevents the performance by SINO-RICH of its obligations under this Agreement (an "event of force majeure"), then SINO-RICH may, as an alternative to any performance otherwise required, at its absolute discretion either (a) postpone its performance until the event of force majeure no longer has such effect or (b) where any delivery or payment is required, provide or require a cash settlement based upon the prevailing price of a security or instrument relevant to such settlement on the second business day prior to the occurrence of the event of force majeure; such prevailing price being conclusively determined by SINO-RICH. SINO-RICH shall not be responsible or held liable for any loss suffered by the Client arising out of or in connection with an event of force majeure. Client agrees to bear solely the risk of such event of force majeure.

22.13 Trading by SINO-RICH

22.13.1 The Client acknowledges that SINO-RICH, its directors and/or employees may trade on its/their own account or on the account of SINO-RICH subject to any applicable Laws and Regulatory Rules.

22.13.2 The Client consents that, without prior notice from SINO-RICH, when SINO-RICH executes sell or buy orders on behalf of the Client on the Exchange, SINO-RICH, its directors, officers, employees, agents, and/or any floor broker may buy or sell for an account in which any such person has a direct or indirect interest, subject to any applicable Laws and Regulatory Rules.

22.14 Notice

22.14.1 Any Advice, report, notice or communication to be made or given to the Client shall be in writing and may be sent by ordinary post to its address stated in the Account Application, or by facsimile transmission or electronic means (including through the E-Service, as defined in Sixth Schedule) to the fax number or email address stated in the Account Application (or to such other address, fax number, or email address as subsequently notified by the Client in writing in accordance with this Clause 21..14).

Any notification so given shall be deemed to have been received forty eight (48) hours after dispatch if sent by post or at the time of transmission if given by facsimile or electronic means.

22.14.2 SINO-RICH may also give notice to the Client by telephone on the telephone number given in the Account Application or on such other number as the Client shall notify SINO-RICH in writing. All notifications so given to the Client shall be deemed to have been received instantaneously if given by telephone.

22.14.3 In all cases if any notice or communication of whatsoever nature is given or delivered to SINO-RICH, it shall only be deemed to have been given or delivered to SINO-RICH on the day of actual receipt by it.

22.14.4. Any Advice, report, notice or communication sent to the Client or delivered to an authorized representative are sent at the Client's risk.

22.15 Amendment and termination

22.15.1 SINO-RICH may, at its absolute discretion and without giving reasons, suspend or terminate the All-In-One Account and Sub-Account and at any time cease to act on the Client's behalf. Upon termination or suspension of the Account, all monies owing from the Client to SINO-RICH shall immediately become due and payable and the Client shall immediately repay such monies to SINO-RICH.

22.15.2 Client agrees that the terms of this Agreement may be amended by SINO-RICH from time to time, at its discretion, by notice in writing or in any other forms, in which event such terms and conditions as so amended shall apply with effect from the effective date specified in such notice, whether the specified effective date is before or after the date of such notice but subject to applicable Laws. Such amendments shall be deemed incorporated into and form part of this Agreement.

22.15.3 Client agrees that this Agreement may be amended by SINO-RICH from time to time without prior notice to the Client in order to comply with the Laws and/or Regulatory Rules then in force which are applicable to SINO-RICH, this Agreement and/or the transactions contemplated under it. Such amendments shall be deemed incorporated into and form part of this Agreement.

22.15.4 Either party may terminate this Agreement at any time by notice to the other provided that such termination shall not affect:

22.15.4.1 The rights or liabilities of either party arising prior to such termination;

22.15.4.2 The warranties, representations, undertakings and indemnities given by the Client under this Agreement, all of which shall survive termination; and

22.15.4.3 Any of the Client's obligations to SINO-RICH pursuant to this Agreement.

22.15.5 Termination of this Agreement shall not affect any action by SINO-RICH, or any of its agents or any third party permitted under this Agreement initiated prior to the date of termination or any indemnity or warranty given by the Client under this Agreement.

22.16 Investor Protection

22.16.1 Every HK Exchange contract shall be subject to the charge of a compensation fund levy and a levy pursuant to the Securities and Futures Ordinance, the cost of both of which shall be borne by the Client.

22.16.2 If Client suffers pecuniary loss by reason of SINO-RICH's default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

22.17 Time

Time is of the essence as regards every obligation of the Client but no delay or omission by SINO-RICH or any of its respective officers, employees or agents (a "Relevant Party") to exercise an right, power or remedy shall impair such right, power or remedy, or be constructed as a waiver, or as an acquiescence in, any default. If SINO-RICH or any Relevant Party on any occasion agrees to waive any such right, power or remedy, such waiver shall not in any way preclude any further exercise thereof or the exercise of any other right, power or remedy. Any waiver by SINO-RICH or any Relevant Party of any provision of this Agreement and any consent or approval given by SINO-RICH or any Relevant Party shall only be effective if given in writing, specifically refer to this clause and even then only for the purpose and upon the terms for which expressly specified. In the event that any document sent or dispatched by the Client to SINO-RICH or any Relevant Party in connection with the All-In-One Account and/or Sub-Account or any order made by Client or any contract made on the All-In-One Account and/or Sub-Account is for any reason undated the time and date as shown on SINO-RICH's or any Relevant Party's time-chop as imprinted on such document at the time of its receipt by SINO-RICH or any Relevant Party shall be conclusive evidence of the time and date of the said documents and SINO-RICH or any Relevant Party is empowered on the client's behalf to insert such time or date on such document accordingly.

22.18 Others

SINO-RICH shall designate an employee to be primarily responsible for the Client's affairs. Client shall be notified of the name of that employee and such particulars of the license of that employee as required by the applicable Laws. SINO-RICH may, in its absolute discretion, at any time and from time to time, designate another employee of its to replace the first-mentioned employee and such replacement will be effective on such date as conclusively determined by SINO-RICH. Any information provided pursuant to this Clause 20.17 shall form part of this Agreement.

22.19 Entire agreement

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

FIRST SCHEDULE -SHARE TRADING LIMIT

1. INTERPRETATION

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

1.1.1 “Share Trading Limit” means the Facility within the Prescribed Limit made available by SINO-RICH to the Client for the purchase of (but excluding subscription for) securities in accordance with the Terms and Conditions of this Agreement;

1.1.2 “Outstanding Settlement Amount” means the total amount payable by the Client to settle a transaction for the purchase of securities pursuant to the Share Trading Limit;

1.1.3 “Relevant Time” means the closing time determined by the Exchange or such other time of the day falling on the Settlement Date as designated by SINO-RICH from time to time;

1.1.4 “Settlement Date” means the settlement date for a transaction for the purchase of securities being executed in the Exchange.

1.2 In the event of any inconsistency between the provisions of this Agreement and this First Schedule, the provisions of this First Schedule shall prevail.

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

2. SHARE TRADING LIMIT

2.1 Subject to these Terms and Conditions and the Prescribed Limit, the Client may from time to time use the Share Trading Limit by giving instructions to SINO-RICH to purchase (but not to subscribe to) securities.

2.2 The Outstanding Settlement Amount is payable in full by the Client to SINO-RICH in immediately available funds not later than the Relevant Time on the Settlement Date. The Client authorizes SINO-RICH to debit any Outstanding Settlement Amount from any of his accounts with SINO-RICH at any time after it becomes payable.

2.3 Without prejudice to the right of SINO-RICH to prescribe from time to time fees and charges payable by the Client in respect of Share Trading Limit, no interest shall be payable by the Client on any Outstanding Settlement Account as long as it is repaid in full in accordance with Clause 2.3 in this Schedule. No interest, derived from the holding of the client money, may not be payable to the Client on any Account.

2.4 If the Client does not repay in full any Outstanding Settlement Amount in accordance with Clause 2.3 of this Schedule, the Client shall pay default fee, and/or default interest on all or any of such Outstanding Settlement Amount which remains unpaid calculated from the date of the transaction until the date of full repayment at such rate and on such other terms as SINO-RICH has notified to the Client from time to time.

2.6 Without prejudice to any other rights or remedies of SINO-RICH, whenever the Share Trading Limit is utilized by the Client for purchase of securities, SINO-RICH shall have a first lien over the relevant securities and other securities in the Securities Account. SINO-RICH shall have power to sell all or any of such securities or of such other securities in the Securities Account in such manner and at such price(s) as SINO-RICH considers appropriate in light of the prevailing market conditions, and SINO-RICH shall apply the proceeds of sale after deduction of reasonable expenses towards repayment of any Outstanding Settlement Amount and interest thereon. Any remaining proceeds shall be credited to any of the Client accounts with SINO-RICH. SINO-RICH shall not be liable for any loss arising out of such sale unless caused by the negligence or willful default of SINO-RICH, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

2.7 SINO-RICH reserves the right to suspend, cancel or terminate the Share Trading Limit at any time without notice and without incurring any liability to the Client if:

2.7.1. The Client fails on any occasion to repay any Outstanding Settlement Amount;

2.7.2. SINO-RICH decides to withdraw or terminate the Share Trading Limit after its regular review of the Client's financial condition or other circumstances affecting the Client or his All-In-One Account or Sub-Account;

2.7.3. SINO-RICH considers that there is a high risk of loss to SINO-RICH and/or the Client in light of any unfavorable or adverse market condition prevailing at the relevant time; or

2.7.4. There is any change of Applicable Regulations or market practice which prohibits or renders illegal or impracticable the provision of the Share Trading Limit by SINO-RICH in the manner contemplated by this Clause 2.

2.8 If SINO-RICH suspends, cancels or terminates the Share Trading Limit, the Client shall deposit or maintain such immediately available funds in the designated settlement account with SINO-RICH in an amount no less than the aggregate of all Outstanding Settlement Amounts in respect of all instructions given pursuant to the Share Trading Limit but not yet executed or settled prior to its suspension, cancellation or termination. Without prejudice to the foregoing, SINO-RICH reserves the right not to act on any unexecuted Instructions without giving notice and without incurring any liability to the Client.

SECOND SCHEDULE - MARGIN FINANCING

1. INTERPRETATION

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

1.1.1 “Applicable Margin Call Ratio” means either the Loan-to-Margin ratio or the Loan-to-Security Value ratio, as determined by SINO-RICH in its discretion to be applicable at any relevant time and notified to Client. For the avoidance of doubt, SINO-RICH may from time to time switch from the Loan-to Margin ratio to the Loan-to-Security Value ratio.

1.1.2. “Facility Letter” means the letter from SINO-RICH to Client offering the Facility;

1.1.3. “Forced Liquidation Percentage” means such percentage in respect of the Loan-to Margin ratio or the Loan-to Security Value ratio or as pre-informed to client from time to time specified by SINO-RICH at its discretion (which will be available to the Client upon the Client’s enquiry) for the purpose of determining when SINO-RICH may exercise its rights under Clause 5 of this Schedule.

1.1.4 “Indebtedness” means any obligation for the payment or repayment of money, whether actual or contingent;

1.1.5 “Liabilities” means the aggregate of:

(A) All present and/or future actual and/or contingent Indebtedness or other liabilities (in whatever currency they may be expressed) of Client to SINO-RICH (whether incurred solely, severally or jointly with others and whether incurred as principal or surety) including (without limitation) all monies advanced on any current, loan or other account (whether existing or opened at any time after the date hereof), and all pecuniary obligations arising out of currency and other financial transactions; and

(B) Any interest accrued in respect of the amounts and liabilities referred to in paragraph (A) above both before demand and from the date of demand to the date of payment, as well after as before judgment (whether any of the same shall have been capitalized or not); and

(C) All charges, commissions and legal and other expenses incurred in any manner whatsoever by SINO-RICH in relation to the said indebtedness and liabilities or to this Agreement (including without limitation any foreign exchange losses and expenses incurred by SINO-RICH in enforcing or otherwise attempting to recover any such Indebtedness or liabilities) on a full indemnity basis;

1.1.6. "Loan" means the aggregate principal amount and interest thereon owing to SINO-RICH under the Facility at any relevant time.

1.1.7 "Margin Account" means an Account which has the benefit of a Facility.

1.1.8. "Security Value" with respect to any Margin Securities at any given time, means the market price (net of expenses) which SINO-RICH determines in its discretion, could be obtained on a sale of such Margin Securities at such time and in such market on which securities of the same type are normally dealt (for the avoidance of doubt, certain Margin Securities may be valued by SINO-RICH at zero or no value).

1.1.9 "Top-up Percentage" means such percentage in respect of the Loan-to-Margin ratio or the Loan-to-Security Value ratio from time to time specified by SINO-RICH at its discretion (which will be notified to the Client upon the Client's enquiry) for the purpose of determining when a Margin Call under Clause 5.1 of the Schedule may be made by SINO-RICH.

1.2 In the event of any inconsistency between the provisions of this Agreement and this Second Schedule, the provisions of this Second Schedule shall prevail.

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

1.4 The terms of the Facility Letter and any authorization letter given by Client with respect to the Facility shall form part of this Second Schedule.

2. MARGIN SECURITIES TRADING ACCOUNT

2.1 SINO-RICH may specify any Sub-Account through which the Facility may be used.

2.1 In consideration of SINO-RICH granting to the Client the Facility, Client charges to SINO-RICH, by way of first fixed charge as a continuing security for the payment and satisfaction on demand of the Liabilities, all of the Client's securities which are now or which shall at any time be deposited with, or come into the possession, custody or control of, SINO-RICH or any nominee or custodian appointed or agreed by SINO-RICH, or with any person, to facilitate the provision of the Facility in respect of the Sub-Account, which shall include all dividends and other distributions made or payable in respect of such securities, and all securities (and the dividends and other distributions in respect thereof), rights, monies or property of whatever nature accruing to or offered at any time by way of redemption, bonus, preference, options, purchase consideration or otherwise in right or in respect of the aforesaid securities (the "Margin Securities").

2.2 Client undertakes:

2.2.1 At all times to maintain the level of facility specified in the Facility Letter or any other level of facility determined by SINO-RICH from time to time ("Margin"), either by paying to SINO-RICH sufficient monies or by depositing (or procuring the deposit of) sufficient securities with SINO-RICH;

2.2.2. At all times to maintain the Applicable Margin Call Ratio to such level determined by SINO-RICH to be satisfactory from time to time; and

2.2.3 Forthwith upon demand to pay to SINO-RICH such sum, in cleared funds, in cash and/or deliver to SINO-RICH such additional securities as additional or substituted security for the Liabilities; and, for the avoidance of doubt, any securities deposited with or delivered to SINO-RICH under this clause shall form part of the Margin Securities.

2.3 Any monies received by SINO-RICH from the Client may be placed and kept to the credit of an interest bearing suspense account for so long as SINO-RICH thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any Liabilities. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy, winding up, liquidation, composition or arrangement, SINO-RICH may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.

2.4 Client shall pay to SINO-RICH on a monthly basis, in respect of the Liabilities, interest at the Normal Interest Rate specified in the Facility Letter but if any Event of Default occurs, the aforesaid Normal Interest Rate shall be replaced with the Default Interest Rate specified in the Facility Letter and such replacement shall immediately become effective on the date of the occurrence of such Event of Default unless otherwise agreed in writing by SINO-RICH.

2.5 Notwithstanding any provisions of this Agreement, SINO-RICH may from time to time at its discretion, by written notice to the Client, stipulate another interest rate, and such other rate shall apply as from the date of the notice or such later date specified in the notice.

2.6 Client agrees that SINO-RICH shall be entitled (but not be obliged), at any time and from time to time, without prior notice, to debit any All-In-One Account or Sub-Account with SINO-RICH and/or any other account(s) of the Client with any interest due and payable by the Client in accordance with clause 2.4 or 2.5 above in this First Schedule and the Client undertakes to, immediately upon demand by SINO-RICH, do such act(s) and/or execute such document(s) as may be required by SINO-RICH at any time and from time to time in order to give full effect to each such debit.

3. MARGIN SECURITIES

3.1 If Client shall pay to SINO-RICH the whole of the amount of Liabilities without any deduction, SINO-RICH shall at any time after such payment has been so made, upon the Client's request and cost, discharge the security created hereby provided always that upon discharge SINO-RICH shall not be bound to return securities bearing serial numbers identical with those deposited with or transferred to SINO-RICH so long as the securities returned are of the same class, denomination and nominal amount and rank *pari passu* with those originally deposited with or transferred to SINO-RICH (subject always to taking account of such events like any capital reorganization which may have occurred in the meantime).

3.2 The security conferred on SINO-RICH is a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Liabilities, or by the closing of any Client's accounts with SINO-RICH (whether subsequently reopened or not and either alone or jointly with others).

3.3 The security hereby conferred on SINO-RICH is in addition to and without prejudice to any collateral or other securities which SINO-RICH may now or hereafter hold from or on account of the Client nor shall such collateral or other security or any lien to which SINO-RICH may be otherwise entitled (including any security, charge or lien prior hereto) or the liability of any person or persons not parties hereto for all or any part of the monies and liabilities hereby secured be in any way prejudiced or affected hereby. SINO-RICH shall have full power at its discretion to deal with, exchange, release, modify or abstain from perfecting or enforcing any such securities or other guarantees or rights which it may now or hereafter have or to give time for payment or any indulgence to any other person or persons without discharging or in any way affecting the Client's liabilities or the security created hereunder. All monies received by SINO-RICH from the Client or any person or persons liable to pay the same may be applied by SINO-RICH to any account or any transactions to which the same may be applicable.

3.4 Client shall, during the continuance of this security, pay all payments due in respect of any of the Margin Securities but SINO-RICH may if SINO-RICH thinks fit, make such payments on the Client's behalf. Any sums so paid by SINO-RICH shall be repayable forthwith by the Client and pending such repayment, shall both carry interest at the applicable rate and is a charge on the Margin Securities.

3.5 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which SINO-RICH may be entitled under law or this Agreement, all securities, receivables, monies and other property of the Client (held by the Client either individually or jointly with others held by or in the

possession of SINO-RICH at any time shall be subject to a general lien in favor of SINO-RICH as continuing security to offset and discharge all of Client's obligations, arising from the business of dealing in securities, to SINO-RICH.

4. LIMIT OF THE FACILITY

4.1 SINO-RICH may, at its discretion, grant to Client with a Margin Account a Facility up to the maximum margin level.

4.2. SINO-RICH reserves the right, at any time by giving notice to the Client, in written or in any other form, to cancel or terminate the Facility and to demand immediate payment of all moneys and sums, whether, principal, interest or otherwise, then due or owing from the Client in respect of the Facility or otherwise under the provisions of this Schedule. Further, SINO-RICH may at any time refuse to make available to the Client any advance under the Facility notwithstanding a situation in which the margin applicable has not been exceeded. Unless otherwise agreed with the Client, SINO-RICH will normally refuse to finance the purchase of any of securities.

4.3. No advance under the Facility will be made if it will cause the Loan to exceed the Margin. Whenever the Loan exceeds the Margin, the Customer shall pay to SINO-RICH at SINO-RICH's election either a fee in respect of the excess Facility amount at such rate prescribed by SINO-RICH from time to time, or interest on the excess portion of the Facility at such rate as SINO-RICH may stipulate from time to time. At any time when the Loan exceeds the Margin, any subsequent deposit(s) or transfer(s) of cash or funds into the Margin Account, whether for purchase of securities or other purposes, shall first be applied in reduction of Loan until the Loan no longer exceeds the Margin.

4.4 Any one or more advances under the Facility shall, on repayment, be available to be re-borrowed (in whole or in part) by the Client provided that:-

4.4.1. The re-borrowing shall not cause the Loan to exceed the Margin; and

4.4.2. The Facility has not been cancelled or terminated by SINO-RICH.

5 MARGIN COVER

5.1.1 SINO-RICH will monitor and determine the Security Value on a real time valuation basis based upon the information supplied by the Exchange and the prevailing exchange rates for the relevant currencies and update the Client's position in respect of the Margin Account at such times of a day as SINO-RICH considers appropriate. If at any time SINO-RICH determines that the Loan exceeds the Margin and/or Applicable Margin Call Ratio reaches or exceeds the Top-Up-Percentage (notwithstanding that such determination is caused by SINO-RICH's records not reflecting the latest transactions in respect of the Margin Account due to the processing time required for updating SINO-RICH's records and/or for clearing of funds, cheques or securities deposited into the Margin Account), SINO-RICH may (but is not obliged to) refuse to act on any instruction given by or on behalf of Client and shall have the right (but shall not be obliged) to give Client notice of a margin call (a 'Margin Call'). Client should satisfy the

Margin Call as soon as reasonably practicable so that the Facility shall fall below the Margin and/or the Applicable Margin Call Ratio shall be maintained below the Top-up Percentage by depositing cash or immediately available cleared funds into the Margin Account and/or increasing the Security Value by depositing into the Margin Account and charging in SINO-RICH's favour such additional securities acceptable to SINO-RICH and/or by such other means acceptable to SINO-RICH, so as to reduce the Loan or increase the Security Value.

5.1.2. Where additional securities are deposited to meet Margin Calls (i) through the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited, the Security Value of such securities shall be taken into account immediately on successful electronic transfer to SINO-RICH or its nominee on the settlement date or (ii) by physical delivery of the share certificates to SINO-RICH or its nominee, the Security Value of such securities shall not be taken into account until re-registration of such securities in the name of SINO-RICH or its nominee has been completed (which normally takes ten Trading Days).

5.1.3. For the avoidance of doubt, (i) SINO-RICH may make more than one Margin Call on the same day; and (ii) a Margin Call does not constitute a demand on Client for repayment of the Loan or Indebtedness but SINO-RICH's reminder to the Client to take the necessary actions so as to avoid or minimize his position being liquidated by SINO-RICH. If Client fails to meet a Margin Call, Client has to bear the risk of having his position liquidated by SINO-RICH in accordance with the provisions of this Clause 5.

5.1.4. Without prejudice or in addition to any Margin Call, SINO-RICH may from time to time notify the Client of the Applicable Margin Call Ratio and, in particular, when the Applicable Margin Call Ratio exceeds a certain percentage. However, SINO-RICH shall be entitled to exercise its rights under Clause 5.3 of this Schedule or any other rights under this Schedule without giving such notification to the Client.

5.2 Between the time a Margin Call is made and the time when SINO-RICH has knowledge of such Margin Call having been satisfied, SINO-RICH is entitled to exercise any of its rights under Clauses 2 & 3 of this Schedule without notice to the Client, and SINO-RICH is not required to carry out any instructions of the Client in relation to any dealing securities or the Margin Account.

5.3.1. If at any time:-

5.3.1.1. SINO-RICH determines that the Applicable Margin Call Ratio reaches or exceeds the Forced-sale Percentage (notwithstanding that such determination is caused by SINO-RICH's records not reflecting the latest transactions in respect of the Margin Account due to the processing time required for updating SINO-RICH's record and/or for clearing of funds, cheques or securities deposited into the Margin Account and/or SINO-RICH not being aware that the Margin Call has been satisfied); or

5.3.1.2. SINO-RICH in good faith considers that the market conditions are too unstable or unfavorable or abnormal or are likely to expose investors to unacceptable risk or heavy loss, SINO-RICH may (but is not obliged to), without demand, notice, legal process or other action at any time thereafter terminate the

Facility and/or cancel or modify any outstanding instructions and/or sell, realize, redeem, liquidate and/or otherwise dispose of, as appropriate, all or any of the Margin Securities in the relevant market or by private contract, and on such terms as SINO-RICH thinks fit, free from all trusts, claims, rights of redemption and equities of Client. SINO-RICH's right under this Clause shall not be affected by any fluctuations in the Security Value prior to the time of actual sale, realization, redemption, liquidation or disposal of the Margin Securities but any proposed exercise of SINO-RICH's rights under this Clause may be altered or cancelled by SINO-RICH at any time due to fluctuations in the Security Value.

5.3.2. Any proceeds resulting from such sale, realization, redemption, liquidation or disposal shall, at the discretion of SINO-RICH, be deposited in the Margin Account in reduction of the Loan until the Loan has been repaid in full or falls below the Margin and so that the Applicable Margin Call Ratio falls below the Top-up Percentage. SINO-RICH has the right to sell, realize, redeem, liquidate or dispose of all or any of the Margin Securities and such quantity of the Margin Securities which is more than necessary to reduce the Loan below the Margin or to maintain the Applicable Margin Call Ratio Below the Top-up Percentage. Client does not have any right or claim against SINO-RICH in respect of any loss arising out of any actual or proposed sale, realization, redemption, liquidation or disposal of Margin Securities or its timing, unless caused by the negligence or willful default of SINO-RICH, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly or solely therefrom.

5.4. Client acknowledges and agrees that it is his/her duty from time to time to monitor and maintain (i) the Loan within the Margin, (ii) the Applicable Margin Call Ratio at a level satisfactory to SINO-RICH, and (iii) the margin requirement under Clause 5.1 of this Schedule, for which purpose it is his duty to contact SINO-RICH from time to time to ensure that he is being informed of the Loan-to-Margin ratio, the Loan-to-Security Value ratio, the Applicable Margin Call Ratio, Top-up Percentage, the margin requirement and Forced-sale Percentage as applicable from time to time. Client acknowledges and agrees that the Applicable Margin Call Ratio may reach or exceed the Top-up Percentage or the Forced-sale Percentage at any time as a result of, among other things, fluctuation in the exchange rates of currencies, or SINO-RICH making any change to the Margin or any of the ratio or percentage as above-mentioned with immediate effect irrespective of whether the Client is aware of any such fluctuation or change. SINO-RICH shall not be liable to the Client for any loss arising out of any sale, realization, redemption, liquidation or disposal of Margin Securities resulting from the margin requirement not being satisfied or SINO-RICH not being promptly informed of satisfaction of any margin requirement, unless caused by the negligence or willful default of SINO-RICH, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom.

5.5. For the purpose of making a Margin Call, SINO-RICH will normally give notice of a Margin Call to the Client by telephone, email or other electronic means message. Client shall be deemed to have received the Margin Call instantaneously if given by telephone, or at the time of transmission if given by email or other electronic means message. SINO-RICH may give notice of a Margin Call to the Client in any other means as it considers appropriate under the circumstances.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Client represents, warrants and undertakes to SINO-RICH that

6.1 No other person has any interest in the Margin Securities and undertakes not to sell, grant an option over or otherwise deal in any way with or create or allow to subsist a charge, pledge or other encumbrance over the Margin Securities other than pursuant to the terms of this Agreement.

6.2 That the security to SINO-RICH under Clause 3 of this Schedule constitutes and will continue to constitute the valid and legally binding obligations of Client enforceable in accordance with its terms.

6.3 At all time during which the Loan is outstanding, not to engage the services of any other broker to sell or otherwise dispose of the securities in the Margin Account and all securities deposited with SINO-RICH without the prior written consent of SINO-RICH. Such consent will only be granted if the Applicable Margin Call Ratio shall remain at a satisfactory level after the sale or disposal of the relevant securities by the other broker.

6.4 To obtain and maintain in full force and effect all governmental and other approvals, authorities, licenses and consents required in connection with the security to SINO-RICH under Clause 3 of this Schedule and to do or cause to be done all other acts and things necessary or desirable for the performance of all the obligation of Client under the Schedule, or for ratifying or confirming done by SINO-RICH in the performance of its duties and/or exercise of its rights or powers under this Schedule.

7. LIMITATION ON LIABILITY

Without prejudice to any other Terms and Conditions of this Agreement and provisions in this Schedule, unless due to the negligence or willful default of SINO-RICH, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, SINO-RICH does not assume any liability or responsibility to the Client or any third party for the consequences arising out of or in connection with any change in the Loan-to-Security Value ratio as determined by SINO-RICH from time to time leading to any change in the Margin or the Security Value or the Applicable Margin Call Ration which may trigger SINO-RICH's exercise of any of its rights under Clauses 2, 3 and 4 of this Schedule.

THIRD SCHEDULE - INITIAL PUBLIC OFFERINGS

1. INTERPRETATION

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

1.2 In the event of any inconsistency between the provisions of this Agreement and this Third Schedule, the provisions of this Third Schedule shall prevail.

2. INITIAL PUBLIC OFFERINGS

2.1 Client may request SINO-RICH to apply on Client's behalf for securities in a new issue for listing on an Exchange (an "Application") and the provisions of this Third Schedule shall apply.

2.1.1 Client authorizes SINO-RICH to complete such application form as may be required, and represents and warrants to SINO-RICH that all representations, warranties, confirmations and undertakings on the part of the applicant contained or incorporated in the application form are true and accurate in respect of Client.

2.1.2 Client agrees to be bound by the terms of the new issue and Client hereby:

2.1.2.1 Warrants and undertakes that the Application shall be the only application made for Client's benefit in respect of the same issue of securities and that Client shall make no other application in that issue;

2.1.2.2 Authorizes SINO-RICH to represent and warrant to the Exchange that no other application shall be made or shall be intended to be made by Client or for Client's benefit;

2.1.2.3 Acknowledges that SINO-RICH will rely on the above warranties, undertakings and authorizations in making the application;

2.1.2.4 Acknowledges that SINO-RICH accepts no responsibility to send Client the listing document which sets out the terms and conditions of the new issue of securities ("Prospectus"). By Client's application for subscriptions, Client confirms that Client has obtained such Prospectus from elsewhere, have read and understood the terms and conditions, and Client's application is not in breach of such terms and conditions. Client confirms that Client shall not request subscriptions for new issues of securities unless eligible to do so under the applicable securities legislation; and

2.1.2.5 Represents and warrants that he is not a connected person (as such term is defined in the Regulatory Rules) of the issuer of securities that are subject of the new issue.

2.1.3 Client may at the same time request SINO-RICH to provide a loan for the purpose of the Application (the "Loan"), and the following provisions shall apply:

2.1.3.1 SINO-RICH has the discretion to accept or reject the request for the Loan.

2.1.3.2 Upon acceptance of a request for a Loan, SINO-RICH shall provide a term sheet or other document(s) ("Term Sheet") to Client confirming the terms of the Loan as agreed between Client and SINO-RICH, which shall be conclusive and binding on Client.

2.1.3.3 Prior to the provision of a Loan by SINO-RICH, Client shall provide to SINO-RICH a deposit for the Loan, which shall form part of the proceeds for the Application, in the amount and on or before such time as specified in the Term Sheet. Client authorizes SINO-RICH to debit from any of his accounts with SINO-RICH an amount representing the deposit, provided that SINO-RICH may, at its discretion, require Client to pay sufficient monies to SINO-RICH for the deposit.

2.1.3.4 Unless otherwise specified in the Term Sheet:

(1) The amount of the Loan shall be the total price of the securities applied for in the Application less the amount of deposit provided by Client pursuant to this clause 2.1.3;

(2) Client shall have no right to repay the Loan, in part or in full, prior to the date of repayment specified in the Term Sheet.

2.1.3.5 The rate of interest applicable to the Loan shall be specified in the Term Sheet.

2.1.3.6 Where SINO-RICH receives any refund in respect of an Application, SINO-RICH shall have the right, at its discretion, to apply the same or any part thereof in or towards the discharge of the Loan including any interest accrued thereon or to return the same or any part thereof to Client, whether before or after the date of repayment specified in the Term Sheet.

2.1.3.7 In consideration of SINO-RICH granting to Client the Loan, Client charges to SINO-RICH, by way of fixed charge as a continuing security for the full repayment of the Loan and the accrued interest thereon, all the securities in the Account ("Interest in the Account"), which shall include all securities, all dividends and other distributions made or payable in respect of such securities, rights, monies or property of whatever nature accruing to or offered at any time by way of redemption, bonus, preference, options, purchase consideration or otherwise in right or in respect of the aforesaid securities and those securities acquired on behalf of Client by virtue of the Application in respect of which the Loan is provided. Subject to the Laws, Client authorizes SINO-RICH, for so long as the security created hereby continues, at its discretion and without notice to Client, to dispose of such Interest in the Account in settlement of Client's liability to repay or discharge any financial accommodation provided by SINO-RICH. Upon full repayment of the Loan and the accrued Interest thereon, SINO-RICH shall discharge the security created hereby.

2.1.3.8 SINO-RICH shall have the additional rights set out in the First Schedule as if the Loan is granted under a Facility.

FOURTH SCHEDULE

SPECIAL RULES FOR OPTIONS TRADED ON THE STOCK EXCHANGE OF HONG KONG LIMITED

1. INTERPRETATION

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

1.1.1 "HKEx" means Hong Kong Exchanges and Clearing Limited;

1.1.2 “HKSCC” means Hong Kong Securities Clearing Company Limited;

1.1.3 “SEHK” means The Stock Exchange of Hong Kong Limited;

1.1.4 “SEOCH” means The SEHK Options Clearing House Limited;

1.1.5 “Options Account” means an Account in respect of which Client deals in options contracts to which this Fourth Schedule applies;

1.1.6 “Options Trading Rules” means the Options Trading Rules of the SEHK as amended from time to time;

1.1.7 “Margin” means cash and/or securities and/or other assets as may be agreed from time to time, as security for Client’s obligations to SINO-RICH Under this Fourth Schedule.

1.2 Without prejudice to clause 1.3 below, terms and expressions defined in this Agreement shall have the same meaning in this Fourth Schedule unless the context otherwise requires.

1.3 Words and phrases not defined will have the meanings given to them in the Options Trading Rules and the Options Clearing Rules of SEOCH.

1.4 References to clauses in this Fourth Schedule shall refer to clauses contained in this Fourth Schedule, unless the context otherwise requires.

1.5 In the event of any inconsistency between the provisions of this Agreement and this Fourth Schedule, the provisions of this Fourth Schedule shall prevail.

2. SPECIAL RULES FOR OPTIONS TRADED ON SEHK

2.1 This Fourth Schedule only applies to options contracts made pursuant to Rule 513 of the Options Trading Rules incorporating the terms and conditions applicable to such options contracts as specified by the SEHK from time to time as set out in the Options Trading Rules, and an account in respect of which Client deals in such options contracts.

2.2 SINO-RICH will keep information relating to an Options Account confidential, but may provide any such information to the SEHK, the SFC, Hong Kong Exchanges and Clearing Limited, and SEOCH to comply with their respective requirements or requests for information.

2.3 Client confirms that:

2.3.1 Client is not employed by any other Options Exchange Participant of the SEHK, and no employee of any other Options Exchange Participant will have a beneficial interest in the Options Account; and either

2.3.2 The Options Account is operated solely for Client’s account and benefit, and not for the benefit of any other person; or

2.3.3 Client has disclosed to SINO-RICH in writing the name(s) of the person(s) for whose benefit the Options Account is being operated; or

2.3.4 Client has requested SINO-RICH to operate the Options Account as an Omnibus Account, and will immediately notify SINO-RICH, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.

2.4 Laws and rules

2.4.1 All Exchange Traded Options Business shall be effected in accordance with all Regulatory Rules applying to SINO-RICH. These include, without limitation, the Options Trading Rules, the Options Clearing Rules of SEOCH and the rules of the HKSCC. In particular, SEOCH has authority under the Regulatory Rules to make adjustments to the terms of Contracts, and SINO-RICH shall notify Client of any such adjustments which affect Client Contracts to which Client is a party. All actions taken by SINO-RICH, by the SEHK, by SEOCH or by HKSCC in accordance with such Regulatory Rules shall be binding on Client.

2.4.2 All the rights and authority of SINO-RICH pursuant to this Fourth Schedule shall be subject to the Regulatory Rules but without limitation to any other rights and remedies which SINO-RICH may have.

2.4.3 Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between SINO-RICH and Client in relation to those options series, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Regulatory Rules.

2.5 Margin

2.5.1 Client agrees to provide SINO-RICH with Margin, the form of which may be agreed from time to time, as security for Client's obligations to SINO-RICH under this Fourth Schedule. Such Margin shall be paid or delivered as demanded by SINO-RICH from time to time. The amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Regulatory Rules in respect of Client's open positions and delivery obligations, and further Margin may be required to reflect changes in market value.

2.5.2 If SINO-RICH accepts securities by way of Margin, Client will on request provide SINO-RICH with such authority as SINO-RICH may require under the Regulatory Rules to authorize SINO-RICH to deliver such securities, directly or through another Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from Client's instructions to SINO-RICH. Except as otherwise provided or unless otherwise authorized by Client, SINO-RICH does not have any further authority from Client to borrow or lend Client's securities or otherwise part with possession (except to Client or on Client's instructions) of any of Client's securities for any other purpose.

2.5.3 If SINO-RICH has not received SEOCH Collateral due from Client promptly, SINO-RICH may treat Client as being in default. SINO-RICH may require Client to maintain SEOCH Collateral with SINO-RICH in

advance of accepting instructions from Client or may impose other requirements for the collection of SEOCH Collateral as SINO-RICH thinks fit.

2.5.4 SINO-RICH is authorized to deposit any cash balance in any of Client's Options Account with any licensed bank which SINO-RICH considers appropriate. SINO-RICH shall be entitled to retain any benefit resulting from such deposit.

2.6 Client Default

2.6.1 Without prejudice to clause 16 of this Agreement, if Client fails to comply with any of its obligations and/or to meet its liabilities under this Fourth Schedule, including but not limited to failure to provide Margin, and/or in any way commit default of Client's obligations under the Options Trading Rules, SINO-RICH may without prior notice to Client:

2.6.1.1 Decline to accept further instructions from Client in respect of Exchange Traded Options Business;

2.6.1.2 Close out, give-up or exercise some or all of its Client Contracts with SINO-RICH;

2.6.1.3 Enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which SINO-RICH is exposed in relation to Client's failure;

2.6.1.4 Dispose of Margin, and apply the proceeds thereof to discharge Client's liabilities to SINO-RICH; and/or

2.6.1.5 Dispose of any or all securities held for or on behalf of Client in order to set off any of its obligations and to exercise any rights of set off SINO-RICH may have in relation to Client.

Any proceeds remaining after discharge of all Clients' liabilities to SINO-RICH shall be paid to Client.

2.6.2 Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against Client) at such rates and on such other terms as SINO-RICH has notified to Client from time to time. Client agrees that SINO-RICH shall be entitled (but not obliged), at any time and from time to time, without prior notice, to debit the Account with SINO-RICH and/or any other account(s) of Client with any interest due and payable by Client in accordance with this clause 2.6.2 and Client undertakes to, immediately upon demand by SINO-RICH, do such act(s) and/or execute such document(s) as may be required by SINO-RICH at any time and from time to time in order to give full effect to each such debit.

2.7 Contracts

2.7.1 In respect of all Contracts effected on Client's instructions, Client will pay SINO-RICH, within the time period notified by SINO-RICH, Premium, SINO-RICH's commission and any other charges, and applicable levies imposed by the SEHK, as have been notified to Client. SINO-RICH may deduct such Premium, commissions, charges and levies from the Options Account.

2.7.2 SINO-RICH may place limits on the open positions or delivery obligations that Client may have at any time. Client acknowledges that:

2.7.2.1 SINO-RICH may be required to close out Client Contracts to comply with position limits imposed by the SEHK; and

2.7.2.2 If SINO-RICH goes into default, the default procedures of the SEHK may result in Client Contracts being closed out, or replaced by Client Contracts between Client and another Options Exchange Participant of the SEHK.

2.7.3 At Client's request, SINO-RICH may agree to the Client Contracts between SINO-RICH and Client being replaced, in accordance with the Regulatory Rules, by Client Contracts between Client and another Options Exchange Participant of the SEHK.

2.7.4 On exercise of a Client Contract by or against Client, Client will perform its delivery obligations under the relevant contract, in accordance with the Standard Contract and as Client has been notified by SINO-RICH.

2.7.5 The Client shall be responsible for notifying the SEHK or other relevant Regulators in the event that Client holds a reportable position (as defined in the Securities and Futures (Contract Limits and Reportable Positions) Rules (Cap. 571Y of the Laws of Hong Kong) or other applicable rules or regulations).

2.7.6 Client acknowledges that, subject to the provisions of the Securities and Futures Ordinance and any other laws, SINO-RICH may take the opposite position to Client's order in relation to any exchange traded options contract(s), whether on SINO-RICH's own account or their respective officers, employees or representatives or other clients of SINO-RICH, provided that the trading is executed competitively on or through the facilities of the SEHK in accordance with the rules, regulations and procedures of the SEHK or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.

2.7.7 Without prejudice to clause 16 of this Agreement, when SINO-RICH exercises any of SINO-RICH's rights:

2.7.7.1 Under clauses 2.6.1 or 2.7.2 of this Fourth Schedule by closing or giving-up all or any positions in Client's Options Account; or 2.7.7.2 under any other clauses in this Fourth Schedule by closing-out all or any positions or sale or purchase of commodities in any accounts which SINO-RICH may carry on Client's behalf or maintain with Client,

2.7.7.3 Such closing or giving-up or closing out or sale or purchase (in this clause 2.7.7 referred to as "the transactions")

2.7.7.4 May be made on any exchange or market where the transactions are usually transacted; or

2.7.7.5 in such manner as shall be decided by SINO-RICH;

Client agrees that in respect of the transactions, SINO-RICH shall not be liable for any resulting loss. Without prejudice to the foregoing, Client shall not make any claim against SINO-RICH concerning the manner or timing of the transactions. Client understands that in all cases, SINO-RICH has the right to exercise closing, closing out or giving up without demand or notice. A prior demand or call or notice of such closing, closing out or giving up shall not be considered as a waiver of SINO-RICH's above-mentioned rights.

2.8 General

2.8.1 Client acknowledges that, although all Options Contracts are to be executed on the SEHK, Client and SINO-RICH shall contract as principals under Client Contracts.

2.8.2 SINO-RICH agrees to provide Client, upon request, with (i) the product specifications for Options Contracts and any prospectus or other offering document covering such Options Contracts and (ii) the HKEx's booklet "Understanding Stock Options (and their Risks)"

2.8.3 If SINO-RICH fails to meet SINO-RICH's obligations to Client pursuant to this Fourth Schedule, Client shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

2.8.4 Client understands that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time.

2.8.5 Client may instruct SINO-RICH to override an "automatically generated exercise instruction" referred to in clause 2.8.4 above before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.

2.9 Others

SINO-RICH shall designate a representative to be primarily responsible for Client's affairs. Client shall be notified of the name of that representative and such particulars of the license of that representative as required by the applicable Laws. SINO-RICH may, in its absolute discretion, at any time and from time to time, designate another representative of its to replace the first-mentioned representative and such replacement will be effective on such date as conclusively determined by SINO-RICH. Any information provided pursuant to this clause 2.9 shall form part of this Agreement.

FIFTH SCHEDULE - CLIENT IDENTIFICATION

1. INTERPRETATION

1.1 Terms and expressions defined in this Agreement shall have the same meaning in this Fifth Schedule unless the context otherwise requires.

References to clauses in this Fifth Schedule shall refer to clauses contained in this Fifth Schedule, unless the context otherwise requires.

1.2 In the event of any inconsistency between the provisions of this Agreement and this Fifth Schedule, the provisions of this Fifth Schedule shall prevail.

2. Client shall immediately upon SINO-RICH's request and within two (2) days (or such other time period as may be specified by SINO-RICH) provide to SINO-RICH 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.

3. If Client operates the Account or effects any transaction for a collective investment scheme, discretionary account or trust, Client shall:

3.1 Immediately upon SINO-RICH's request and within two (2) days (or such other time period as may be specified by SINO-RICH) provide to SINO-RICH and/or a Regulator the name, address and contact details of such scheme, account or trust and, if applicable, the identity, address, occupation or business structure and contact details of the person who, on behalf of such scheme, account or trust, ultimately originated the instruction to Client to operate the Account and/or effect the transaction; and

3.2 As soon as practicable, inform SINO-RICH when Client's discretion or power to operate the Account or to invest on behalf of such scheme, account or trust has been overridden, revoked or terminated. In such case, Client shall, immediately upon SINO-RICH's request and within the time specified by SINO-RICH, provide to SINO-RICH and/or a Regulator the identity, address, occupation and contact details of the person who has given such overriding instruction or notice of revocation or termination.

4. If Client does not know the information referred to in clauses 2 and 3 above, Client must confirm that:

4.1 Client has arrangements in place which would entitle Client to obtain and provide to SINO-RICH and/or a Regulator upon its request all such information or to procure that such information be so obtained within two (2) days;

4.2 Client shall, upon SINO-RICH's request, immediately obtain all such information from any relevant third party, and provide that information to SINO-RICH and/or a Regulator within two (2) days or such other time period as may be specified by SINO-RICH and/or the Regulators; and

4.3 SINO-RICH 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 SINO-RICH and/or the Regulators, 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.

5. 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 Fifth Schedule 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 Fifth Schedule. Client confirms that such waivers are valid and binding under the laws of all relevant jurisdictions.

6. The Client's obligation to provide information under this Fifth Schedule shall continue in full force and effect notwithstanding the termination of this agreement.

SIXTH SCHEDULE - PERSONAL DATA

1. INTERPRETATION

1.1 Terms and expressions defined in this Agreement shall have the same meaning in this Sixth Schedule unless the context otherwise requires.

References to clauses in this Sixth Schedule shall refer to clauses contained in this Sixth Schedule, unless the context otherwise requires.

1.2 In the event of any inconsistency between the provisions of this Agreement and this Sixth Schedule, the provisions of this Sixth Schedule shall prevail.

2. From time to time, it shall be necessary for Client to supply SINO-RICH 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 SINO-RICH and generally Client's relationship with SINO-RICH in Hong Kong. Failure to supply, or to allow SINO-RICH to use or disclose, such data may result in SINO-RICH being unable to provide, or continue to provide any of the above facilities or services to or for Client in Hong Kong or elsewhere.

3. The purposes for which data may be collected, used and/or disclosed by SINO-RICH (whether before or after the termination of Client's relationship with SINO-RICH) are set out as follows:

3.1 The processing of applications for, and daily operation of services provided to Client or to other persons for whom Client acts as guarantor or for whom Client provides third-party security;

3.2 Conducting credit checks, matching procedures, data verification, due diligence and risk management;

3.3 Assisting other financial institutions to conduct credit checks and collect debts;

3.4 Ensuring Client's or any surety's ongoing creditworthiness;

3.5 Maintaining Client's or any surety's credit history for present and future reference;

3.6 Designing financial services or related products for Client's use (including, where appropriate, providing Client with financial advice);

3.7 Marketing financial services or related products (unless Client instructs SINO-RICH otherwise);

3.8 Determining the amount of indebtedness owed to or by Client or any surety;

3.9 Collecting of amounts outstanding from Client or any surety;

3.10 Meeting any requests or requirements to make disclosure under the Laws;

3.11 Enabling an actual or proposed assignee of SINO-RICH in connection with merger, amalgamation, reconstruction or otherwise to evaluate the transaction intended to be the subject of the assignment;

3.12 Any purpose permitted by the Laws;

3.13 commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority;

3.14 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; and

3.15 Any purpose relating to any of the above.

4. Data held by SINO-RICH relating to Client, any surety and/or the Account shall be kept confidential but SINO-RICH may, at its sole discretion, provide such information to:

4.1 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 or other services to SINO-RICH in connection with the operation of its business;

4.2 Any branch or office of SINO-RICH, whether in Hong Kong or elsewhere;

4.3 Any person acting or proposing to act as surety;

4.4 Any person under a duty of confidentiality to SINO-RICH or who has undertaken to keep such information confidential;

4.5 Any financial institution with which Client has or proposes to have dealings;

4.6 Credit reference agencies and, in the event of default, to debt collection agencies;

4.7 The drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

4.8 Any actual or proposed assignee or transferee of SINO-RICH;

4.9 Any person or entity who has established or proposes to establish any business relationship with SINO-RICH or the recipient of the data; and

4.10 Any person in accordance with the Laws including, governmental, regulatory or other bodies or institutions, whether as required by law, regulations applicable to any third party, or otherwise, or any company issuing a notice under section 329 of the Securities and Futures Ordinance.

5. Client agrees that data may be transferred overseas pursuant to the provisions of this Sixth Schedule.

6. Client acknowledges and accepts the risks that the information disclosed pursuant to this Sixth Schedule 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.

7. Client agrees to allow SINO-RICH to disclose Client's data for the purposes and to those persons as set out in this Sixth Schedule and to use such data pursuant to this Sixth Schedule.

8. Where Client supplies SINO-RICH with any data (including personal data), Client represents and warrants to SINO-RICH that Client has taken all action necessary to authorize the disclosure of such data to SINO-RICH and the use by SINO-RICH of such data pursuant to this Agreement.

9. Client may request to ascertain whether SINO-RICH holds Client's personal data and SINO-RICH'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 SINO-RICH and which items of data SINO-RICH 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 Sino-Rich Securities & Futures Limited, Unit 02B 37/F Far East Finance Centre, 16 Harcourt Road, Admiralty, Hong Kong or such other address as SINO-RICH may subsequently notify from time to time. SINO-RICH may charge a reasonable fee for processing any data access request.

10. Where SINO-RICH grants any credit facilities to Client or to another person for whom Client acts as guarantor, in the event that Client or the borrower defaults in repayment for a period exceeding sixty (60) days or such other period as prescribed by the laws or the relevant Regulators from time to time, data (which has been provided by SINO-RICH to the relevant credit reference agency) may be retained by that credit reference agency until the earlier of the expiry of five (5) years from the date of final settlement of the amount in default and five (5) years from the date of Client's discharge from bankruptcy as notified to that credit reference agency. In the event of termination of the relevant account by full repayment and on condition that there has not been, within five (5) years immediately before account termination, any material default on that account, Client may instruct SINO-RICH to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated account but such instruction should be given within five (5) years after account termination.

11. Without limiting the other provisions of this Sixth Schedule where Client applies for credit (including any loan, overdraft facility or any other kind of credit) to be granted to Client or to another person for whom Client acts as guarantor, the data which Client provides to SINO-RICH may be passed on to a credit reference agency or, in the event of a default, to a debt collection agency in accordance with the provisions of the code of practice on consumer credit data approved and issued under the Personal Data (Privacy) Ordinance as amended from time to time.

12. For the purposes of this Sixth Schedule, if applicable, account data may include account general data (i.e. general particulars of the relevant account such as account opening date, repayment terms, whether Client as a borrower or guarantor, approved loan amount, repayment terms) and account repayment data (such as the amount repaid, outstanding balance of the loan, default data including the amount and number of days overdue).

13. Client agrees and consents that SINO-RICH may send by mail or any other means to Client from time to time direct marketing materials or messages relating to services or products which, in the opinion of SINO-RICH, Client may be interested. Client agrees that to the extent permitted by the laws 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 SINO-RICH if Client so requests in writing to SINO-RICH. Unless and until Client has so requested in writing, Client shall be deemed to be willing to receive any such information.

14. Client expressly consents that SINO-RICH may at any time and from time to time send to it by telephone, e-mail or other electronic means any messages relating to services or products which, in the opinion of SINO-RICH, Client may be interested. Notwithstanding the foregoing, Client may at any time request not to receive such messages from SINO-RICH by sending an “unsubscribe” request to the unsubscribe facility specified in such messages or by written notice to SINO-RICH at the address stated in clause 9 of this Sixth Schedule or such other address as SINO-RICH may subsequently notify from time to time.

15. It is obligatory for the clients to supply the personal data as required. Clients have to ensure such data is accurate.

16. Personal data, money and open positions may be transferred to other persons and to any place outside Hong Kong without an knowledge by the clients to any financial regulator, government bodies, other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by law; and where transactions are executed outside of Hong Kong, the relevant stock exchange, clearing house or regulatory bodies.

SEVENTH SCHEDULE

The E-SERVICE

1. INTERPRETATION

1.1 In this Seventh Schedule, 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 facility provided by, and/or on behalf of, SINO-RICH which enables Client to give electronic instructions for the execution of transactions in accordance with the terms of this Agreement, whether in Hong Kong or elsewhere, and to receive information and related services;

1.1.3 “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;

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

1.1.5 “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 this Agreement shall have the same meaning in this Seventh Schedule unless the context otherwise requires.

References to clauses in this Seventh Schedule shall refer to clauses contained in this Seventh Schedule, unless the context otherwise requires.

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

SINO-RICH may at its discretion provide Client with the E-Service on the terms of this Agreement, and the provisions of this Seventh Schedule apply if SINO-RICH provides Client with the E-Service.

Client 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 use and protection of the Access Codes and all instructions entered through the E-Service using the Access Codes.

SINO-RICH may at any time block Client’s access to the use of the E-Service without prior notice.

2. Client shall forthwith notify SINO-RICH if:

2.1 An instruction has been placed through the E-Service and Client has not received an accurate acknowledgment receipt of the instruction or its execution (whether by hard copy, electronic or verbal means) within one working day of the instruction;

2.2 Client has received notification (whether by hard copy, electronic or verbal means) of a transaction which Client did not instruct;

2.3 Client becomes aware of any apparent unauthorized use of any of Client's Access Codes;

2.4 Client experiences any problems in accessing its Account through the E-Service; or

2.5 Client loses, fails or is otherwise unable to adequately protect confidentiality of the Access Codes.

3. Any risk, including (without limitation) the risk of transmission error and unauthorized access, arising from or related to the use of the E-Service by Client and/or any software or equipment for accessing and/or using the E-Service (whether provided by SINO-RICH or otherwise), is at the risk of Client.

4. 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. Further, Client acknowledges that E-Service or internet is an inherently unreliable medium of communication and that such unreliability is beyond SINO-RICH's control. Client agrees that SINO-RICH 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.

5. Client shall use materials available through the E-Service for its own needs and shall not resell or otherwise allow or permit access to any such materials or otherwise deal with them in any way.

6. The E-Service, SINO-RICH's websites, whether maintained or provided by or on behalf of SINO-RICH, and the software comprised in them are proprietary to SINO-RICH and/or its agents, partners or contractors. Client undertakes not to tamper with, modify, de-compile, reverse-engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to any part of, the E-Service or SINO-RICH's websites or any of the software comprised in them. Client undertakes to notify SINO-RICH immediately if Client becomes aware that any such action is being perpetrated or attempted by another person.

7. Client acknowledges that in providing the E-Service, SINO-RICH 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 unauthorized access, hacking or identity theft.

8. Client agrees that notwithstanding anything to the contrary contained herein or in any other document, should there be any inconsistency between the information (including any document but not any Advice) available from or via the E-Service, SINO-RICH's aforesaid websites, the Internet or other electronic medium (whether or not the same being available in accordance with this Agreement) and the information on SINO-RICH's records, the information on SINO-RICH's records shall prevail save for any manifest error and that SINO-RICH shall accept no liability as a result of the unreliable nature of the

Internet or other electronic medium (including E-Service or SINO-RICH's aforesaid websites) or other reason beyond the control of SINO-RICH.

9. Client understands that the Internet Trading Policy prepared by SINO-RICH setting out the operation policy and procedures of the E-Service shall be available at the E-Service web site the terms of which shall be binding on Client in respect of Client's use of the E-Service. Such Internet Trading Policy may be changed by SINO-RICH at any time and from time to time and each such change shall be applicable on the effective date as specified in the relevant notice available at the E-Service web site. In the event of inconsistencies between the terms of this Agreement and the Internet Trading Policy, the terms of this Agreement shall prevail.

10. Client acknowledges that the price quotation service available at the E-Service web site is provided by a third party provider appointed by SINO-RICH from time to time. Client acknowledges and agrees that SINO-RICH shall not be responsible to Client for any losses, costs, expenses, damages or claims which Client may suffer as a result of or in connection with any aspect of the quote service including Client's reliance on such service.

11. Client understands that the E-Service 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 SINO-RICH believes such data to be reliable, there is no independent basis for SINO-RICH to verify or contradict the accuracy or completeness of the information provided. Client understands that no recommendation or endorsement from SINO-RICH shall be inferred from the data provided with respect to any securities or investment.

12. Client understands that information provided in the E-Service is provided on an "as is" sequence, accuracy, adequacy or completeness of such information. SINO-RICH 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.

13. Client understands that each association 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, accuracy, adequacy or completeness of market data or any other market information. Neither SINO-RICH 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 message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any negligent act of SINO-RICH or any disseminating party, or to any force majeure event, or any other cause beyond SINO-RICH's control or the reasonable control of any disseminating party. Client shall use stock quotation for Client's individual use only and shall not furnish such data to any other person or entity for any reason.

14. If Client gives any instruction to SINO-RICH 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 Client's instruction is given, and Client further agrees that Client shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. Client accepts that there may be taxes or charges payable to relevant authorities in respect to any instruction given outside Hong Kong, and Client agrees to pay such taxes or charges as applicable.

15. Client consents that any document (including, without limitation, any Advice), 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 SINO-RICH's aforesaid websites. Any document (including, without limitation, any Advice), 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 dispatch. However, all notices and communications given or delivered to SINO-RICH electronically on, via or over the Internet, the E-Service and/or any part of SINO-RICH's aforesaid websites shall be deemed to have been given or delivered to SINO-RICH on the day of actual receipt by it.

This risk disclosure statement does not purport to disclose or discuss all of 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. While Sino-Rich Securities & Futures Limited (“SINO-RICH”) proposes to give this general risk warning, it is not acting as your financial advisor and you must not regard SINO-RICH as so acting. You should consult your own independent legal, tax or financial advisors prior to entering into any transaction.

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. It is as likely that loss will be incurred rather than profit made as a result of buying and selling securities.
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. SINO-RICH is entitled to act upon your instructions and you cannot assume that SINO-RICH 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.

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

Growth Enterprise Market (“GEM”) stocks involves a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast further profitability. GEM stocks may be very volatile and illiquid.

You should make the decision to invest only after due and careful consideration. The greater risk profile 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 (“SEHK”). GEM companies are usually not required to issue paid announcements in gazette newspapers.

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE SEHK

The securities under the NASDAQ-Amex Pilot Program (“PP”) are aimed at sophisticated investors. You should consult SINO-RICH and become familiarized with the PP before trading in the PP securities. You 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 SEHK. 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 IN DERIVATIVES AND STRUCTURED PRODUCTS GENERALLY

Derivative transactions (“Derivative Transactions”) can involve a range of products (including some more generally known as structured notes and also including products known as structured deposits). Such products can either be apparently simple (such as forwards or options) or highly (and perhaps individually) structured. These products can have substantial benefits for users but they carry with them substantial risks which must be clearly understood by their users. Considering the possible risks, you should ensure that you have all necessary information you require to assess a Derivative Transaction before deciding on its appropriateness for you. You should consider what you intend to achieve from the Derivative Transaction, including your financial and operational resources, and any tax and accounting considerations. You should be aware of any general framework for Derivative Transactions established by any governing body. There may also be significant regulatory or other legal considerations to be taken into account.

For the sake of simplicity, Derivative Transactions can be divided into four basic forms, although the forms can be overlapping and one deal can be a combination of those four forms. The basic forms are swaps, options, forwards and hybrid instruments (which are asset, liability, equity or debt obligations with an embedded transaction from one of the other three categories). Derivative Transactions can be

settled in cash, by delivery of property against other property or cash, or by normal hold to maturity with no cash settlements. No matter what form is involved, a common feature of all derivatives is that the obligations of one or both of the parties are based on price movements in an underlying financial asset from which the transaction is derived. This financial asset may be, for example, securities (including shares and bonds), interest rates, indices, currencies or the creditworthiness of a reference entity.

You should not enter into a Derivative Transaction unless you fully understand:

The nature and fundamentals of a derivative and the financial asset underlying such derivative;

The legal terms and conditions of the documentation for such derivative;

The extent of the economic risk to which you are exposed as a result of entering into such Derivative Transaction (and you have determined that such risk is suitable for you in light of your specific experience in relation to such Derivative Transaction and/or the relevant derivative and your financial objectives, circumstances and resources);

The tax treatment of such derivative (which can be complex and/or uncertain); and the regulatory treatment of such derivative.

GENERIC RISKS ASSOCIATED WITH OVER-THE-COUNTER (“OTC”) DERIVATIVE TRANSACTIONS

OTC derivative transactions, like other financial transactions, involve a variety of significant risks. The specific risks presented by a particular OTC derivative transaction necessarily depend upon the terms of the transaction and your circumstances. In general, however, all OTC derivative transactions involve some combination of market risk, credit risk, funding risk and operational risk.

(a) Market risk is the risk that the value of a transaction will be adversely affected by fluctuations in the level or volatility of or correlation or relationship between one or more market prices, rates or indices or other market factors or by illiquidity in the market for the relevant transaction or in a related market.

(b) Credit risk is the risk that a counterparty will fail to perform its obligations to you when due.

(c) Funding risk is the risk that, as a result of mismatches or delays in the timing of cash flows due from or to your counterparties in OTC derivative transactions or related hedging, trading, collateral or other transactions, you or your counterparty will not have adequate cash available to fund current obligations.

(d) Operational risk is the risk of loss to you arising from inadequacies in or failures of your internal systems and controls for monitoring and quantifying the risks and contractual obligations associated with OTC derivative transactions, for recording and valuing OTC derivative and related transactions, or for detecting human error, systems failure or management failure.

There may be other significant risks that you should consider based on the terms of a specific transaction. Highly customized OTC derivative transactions in particular may increase liquidity risk and

introduce other significant risk factors of a complex character. Highly leveraged transactions may experience substantial gains or losses in value as a result of relatively small changes in the value or level of an underlying or related market factor.

Because the price and other terms on which you may enter into or terminate an OTC derivative transaction are individually negotiated, these may not represent the best price or terms available to you from other sources.

In evaluating the risks and contractual obligations associated with a particular OTC derivative transaction, you should also consider that an OTC derivative transaction may be modified or terminated only by mutual consent of the original parties and subject to agreement on individually negotiated terms.

Accordingly, it may not be possible for you to modify, terminate or offset your obligations or your exposure to the risks associated with a transaction prior to its scheduled termination date.

Similarly, while market makers and dealers generally quote prices or terms for entering into or terminating OTC derivative transactions and provide indicative or mid-market quotations with respect to outstanding OTC derivative transactions, they are generally not contractually obligated to do so. In addition, it may not be possible to obtain indicative or mid-market quotations for an OTC derivative transaction from a market maker or dealer that is not a counterparty to the transaction. Consequently, it may also be difficult for you to establish an independent value for an outstanding OTC derivative transaction. You should not regard your counterparty's provision of a valuation or indicative price at your request as an offer to enter into or terminate the relevant transaction at that value or price, unless the value or price is identified by the counterparty as firm or binding.

The above does not purport to disclose all of the risks and other material considerations associated with OTC derivative transactions. You should not construe this generic disclosure statement as business, legal, tax or accounting advice or as modifying applicable law. You should consult your own business, legal, tax and accounting advisers with respect to proposed OTC derivative transactions and you should refrain from entering into any OTC derivative transaction unless you have fully understood the terms and risks of the transaction, including the extent of your potential risk of loss.

RISK OF TRADING IN STOCK OPTION(S) ("OPTION(S)")

The risk of loss in trading in options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and

investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

This brief statement does not disclose all of the risks and other significant aspects of trading in options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

(a) Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks.

Warning to option holders

- Some options may only be exercised on an expiry day (European Style Exercise) and other options may be exercised at any time before expiration (American-Style Exercise). I/We understand that upon exercise, some options require delivery and receipt of the underlying securities, and that other options require a cash payment.
- An option is a wasting asset and there is a possibility that as an option holder I/we may suffer the loss of the total premium paid for the option.

I/We acknowledge that, as an option holder, in order to realize a profit it will be necessary to either exercise the option or close the long option position in the market. Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. I/We acknowledge that you have no obligation either to exercise a valuable option in the absence of my/our instruction, or to give to me/us prior notice of the expiration date of the option.

Warning to option writers

- As a writer of an option I/we may be required to pay additional margin at any time. I/We acknowledge that as an option writer, unlike an option holder, I/we be liable for unlimited losses based on the rise or fall of the price of the underlying securities and my/our gains are limited to the option premium.
- Additionally, writers of American Style Call (Put) Options may be required at any time before expiry to deliver (or pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities. I/we recognize that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice.

You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the purchased options expire worthless, you understand that you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep out of the money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. You acknowledge that SINO-RICH has no obligation either to exercise a valuable option in the absence of your instruction, or to give to you prior notice of the expiration date of the option.

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed; the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option, and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is “covered” by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

(a) Terms and conditions of contracts

You should ask SINO-RICH about the terms and conditions of the specific options which you are trading and associated obligations (e.g. expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

(b) Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. You acknowledge that if you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the option may not exist. The absence of an underlying reference price may make it difficult to judge “fair” value.

(c) Deposited cash and property

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

(d) Commission and other charges

Before you begin to trade, 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. By commencing any trading activities with SINO-RICH, you acknowledge that you have been so informed by SINO-RICH.

(e) Trading facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your 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: you understand that you should ask the firm with which you deal for details in this respect.

(f) Electronic trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

RISK IN RELATION TO THE USE OF THE INTERNET OR OTHER ELECTRONIC MEDIUM

Any communication or transaction via or information (including any document) transmitted via the Internet or other electronic medium involves risks and you understand and accept the following risks:

(a) The internet or other electronic media (including without limitation electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) are an inherently unreliable form of communication, and that such unreliability is beyond SINO-RICH's control.

(b) Information (including any document) transmitted or communication or transactions over the internet or through other electronic media (including without limitation electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume or incorrect data transmission (including without limitation incorrect

price quotation) or stoppage of price data feed due to the public nature of the Internet or other electronic media.

(c) As a result of such unreliability, there may be time-lags or delays or failures or loss of data or loss of confidentiality in the transmission of data and receipt of instructions may be executed at prices different from those prevailing at the time the instructions were given.

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

There is risk if you provide SINO-RICH with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, re-pledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

If your securities or securities collateral are received or held by SINO-RICH in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if SINO-RICH issues you a reminder on or before to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

You are not required by any law to sign these authorities. But an authority may be required by SINO-RICH, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. SINO-RICH should explain to you the purposes for which one of these authorities is to be used.

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although SINO-RICH is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

A cash account not involving securities borrowing and lending is available from SINO-RICH. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

RISK OF MARGIN TRADING

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with SINO-RICH. Market conditions may make it impossible to execute contingent orders, such as “stop loss” or “stop limit” orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be

liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

RISK IN RELATION TO AUTHORIZED THIRD PARTY

There are substantial risks in allowing an Authorized Third Party to trade or operate your account, and it is possible that instructions could be given by persons not properly authorized. You accept all of the risks of such an operation and irrevocably release SINO-RICH from all liabilities arising out of or in connection with such instructions, whether taken by SINO-RICH or otherwise.

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

If you provide SINO-RICH with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

RISKS IN LEAVING MONEY OR OTHER PROPERTY IN THE CUSTODY OF SINO-RICH OR ITS NOMINEES OR AGENTS

You acknowledge that there are risks in leaving money or other property in the custody of SINO-RICH or its nominees or agents. For example, if SINO-RICH is holding your money or other property and becomes insolvent, you may experience significant delay in recovering the same. These are risks that you are prepared to accept.

Commission and other charges

Before you begin to trade, 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.

Currency risks

The profit or loss in transactions in foreign currency denominated contracts (whether they are traded in your own or another jurisdiction) 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.

Client agrees to check SINO-RICH website regularly for up-to-date information to avoid missing time-sensitive information and to notify SINO-RICH immediately by telephone if unable to access the SINO-RICH website. Furthermore, client's consents to be considered informed and up-to-date concern all postings on the SINO-RICH website.

Client shall promptly review all reports and notify SINO-RICH immediately of any errors or omissions. Failure to notify SINO-RICH of any such error or omissions before the opening of market on the next business day shall be deemed binding agreement by client to the correctness of any such report.

Client shall review all records of orders and reports promptly to ensure that they were in accordance with client's instructions.

If the trading password has been lost, stolen or compromised, client will notify SINO-RICH to request immediate cancellation of the password, and client will remain liable for any orders entered through the password.

Additional risk disclosure information and terms and conditions

1. Risk of client assets received or held outside Hong Kong – client assets received or held by SINO-RICH or SINO-RICH's nominee outside Hong Kong 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.

2. Risk of providing an authority to hold mail or to direct mail to third parties - if you provide SINO-RICH with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements on your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

3. U.S. Securities Trading – where the client trades US securities through SINO-RICH, SINO-RICH will open a securities trading account with our clearing and execution agents in the United States on your behalf. It will provide operational services, which will include execution and settlement of securities transactions, custody of securities and cash balances for you. You hereby acknowledge and authorize SINO-RICH to remit (and arrange foreign exchange conversion where necessary) your money to clearing and execution agents for your US securities trades and consent to the above arrangement.

4. Provisions in the event of failure to pay or deliver – whenever the client does not, on or before the settlement date, pay in full for any security purchased for the account or deliver any security sold for such account, SINO-RICH is authorized (subject to the provisions of any applicable statute, rule or regulation): A) until payment or delivery is made in full, to pledge, re-pledge, hypothecate, or re-hypothecate, without notice, any or all securities which SINO-RICH's clearing agent may hold for the client (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in SINO-RICH possession and control for delivery a like amount of similar securities. B) to sell any or all securities which SINO-RICH or SINO-RICH clearing agent may hold for the undersigned (either individually or jointly with others), to buy in any or all securities required to make delivery for the account of the undersigned, or to cancel any or all outstanding orders or commitments for account of the undersigned.

5. Cancellation provisions - SINO-RICH is authorized, in SINO-RICH's discretion, should the client die or should SINO-RICH for any reason whatever deem it necessary for SINO-RICH's protection, without notice,

to cancel any outstanding orders in order to close out the account of the client, in whole or in part, or to close out any the commitment made on behalf of the client.

6. General provisions – Any sale, purchase, or cancellation authorized hereby may be made according to SINO-RICH's judgments and at SINO-RICH discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand, or call, and SINO-RICH may purchase the whole or any part of such securities free from any right of redemption, and the undersigned shall remain liable for any deficiency. Any notice, prior to tender, demand, or call, from SINO-RICH shall not be considered a waiver of any provision of this agreement.

7. Extraordinary events – SINO-RICH shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, market ruling, third-party default, or other conditions beyond SINO-RICH's control.

8. Fees and charges - Client agrees with the fees and charges on the fee schedule or those charged by executing and clearing agents.

9. Joint accounts – if this is a joint account, unless clients notify SINO-RICH and provide such documentation, the account shall be held by clients jointly with rights of survivorship (payable to either or the survivor of the client). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this agreement. SINO-RICH shall be fully protected in acting, but shall not be required to act upon the instructions or either one of the clients. Each of the clients shall be liable, jointly and individually, for any amounts due to SINO-RICH pursuant to this agreement, whether incurred by either one of the clients.

10. Recording conversations - The client understands and agrees that for our mutual protection SINO-RICH may electronically record any of our telephone conversations.

11. Liquidation and covering positions – SINO-RICH shall have the right to require additional collateral or the liquidation of any securities and other property whenever in SINO-RICH's discretion it considers it necessary for its protection including in the event of, but not limited to: the failure of client to promptly meet any call for additional collateral, the filing of a petition in bankruptcy by or against the client; an attachment is levied against any account of client or in which the client has interest. In such event, SINO-RICH is authorized to sell any and all securities and other property in any account of the client, to buy all securities or other property which may be short in such account(s), to cancel any open orders and to close any or all outstanding contracts. Notwithstanding SINO-RICH's policy of attempting to give reasonable advance notice, SINO-RICH may take the aforementioned actions without demand for margin or additional margin, other notice of sale or purchase, or other notice or advertisement each of which is expressly waived by the client. Any such sales or purchase may be made at SINO-RICH's discretion on any exchange or other market where such business is usually transacted or at public auction or private sale. It is understood a prior demand, or call or prior notice of the time and place of

such sale or purchase shall not be considered a waiver of the SINO-RICH's right to sell or buy without demand or notice as herein provided.