

Amendments to Futures Account Terms and Conditions

The Appendix 2 and Appendix 4 of Futures Account Terms and Conditions are replaced by the followings:

Appendix 2: Data Privacy Policy of Haitong International Securities Group Limited and its subsidiaries ("HTISG")

1. At HTISG, we want to provide the best service possible to our customers.
2. One way that we do this is by using customer information to provide our customers with convenient access to the right products and services. We also recognize that our customers have important expectations regarding the use of that information.
3. Safeguarding customer information is a matter that we take seriously. That is why we at HTISG have set forth the following principles to affirm our long-standing commitment to confidentiality.
4. From time to time, it is necessary for customers who are individuals to supply HTISG with data which are personal data ("Data") for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong). The purposes for which Data (and other information) relating to customers may be used are as follows:
 - the daily operation of the services and facilities provided to customers;
 - conducting credit checks;
 - assisting other institutions to conduct credit checks;
 - maintaining credit history of customers for present and future reference;
 - ensuring customers' ongoing credit worthiness;
 - designing financial services or related products for customers' use;
 - marketing financial services or related products to customers (please see further details in Clause 7 below);
 - determining the amount of indebtedness owed to or by customers;
 - collecting of amount outstanding from customers and those providing security for customers' obligations;
 - meeting the requirements to make disclosure under the requirements of any laws or regulations; and
 - any purposes relating to any of the foregoing.

5. Data (and other information) held by HTISG relating to customers will be kept confidential but HTISG may disclose, and it is obligatory for our customer to provide such Data to enable HTISG to provide our services and products as well as related information to customers and without such Data, HTISG may not be able to provide such services, products and information to customers. Each customer should be aware that HTISG may disclose Data (and other information) to:

- any officer, employee, agent, contractor or third party who provides administrative, credit information, debt collection, telecommunications, computer, payment or other services to HTISG in connection with the operation of their business;
- any financial institution with which the customer has or proposes to have dealings;
- regulatory or judicial authorities and other relevant government or statutory bodies;
- credit reference agencies, and, in the event of default, to debt collection agencies;
- any other person under a duty of confidentiality to HTISG including a company within HTISG which has undertaken to keep such information confidential.

We share Data (and other information) regarding customers among HTISG only in accordance with strict internal security standards and confidentiality policies and with applicable law.

We hold our employees fully accountable for adhering to those standards, policies and laws.

We do not share Data (and other information) about our customers with other companies except in order to conduct our business, comply with applicable law, protect against fraud or make available special offers of products and services that we feel may be of interest to our customers. We may also provide information to regulatory authorities and law enforcement officials in accordance with applicable law.

We have established high standards for protecting information regarding our customers from unauthorized alteration or destruction.

6. In the event of any default in payment by the customer, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days as measured by HTISG from the date such default occurred, the customer agrees that his/her account repayment data will be retained by the credit reference agency at least until the expiry of five years from the date of final settlement of the amount in default. In the event of any amount being written off due to a bankruptcy order being made against the customer, the customer agrees that his/her account repayment data will be retained by the credit reference agency, regardless of whether the account repayment data reveal any material default, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier. The customer's account repayment data include amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (if any)). Material default is a default in payment for a period in excess of 60 days.

7. USE OF DATA IN DIRECT MARKETING

We intend to use your Data in direct marketing and we require your consent (which includes an indication of no objection) before we can use your Data for this purpose. Your provision for this purpose is voluntary. The specific requirement regarding your consent (which includes an indication of no objection) is introduced in Part VIA of the Personal Data (Privacy) Amendment Ordinance 2012. In this connection, please note that:

- a. your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by HTISG from time to time ("Marketing Personal Data") may be used by HTISG in direct marketing;
- b. the following classes of services, products and subjects may be marketed:
 - i. financial, insurance, securities, commodities, investment and related services and products and facilities;

- ii. reward, loyalty or privileges programmes in relation to the class of marketing subjects as referred to in Clause 7(b)(i) above;
 - iii. services and products offered by HTISG's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be) in relation to the class of marketing subjects as referred to in Clause 7(b)(i) above; and
 - iv. donations and contributions for charitable and/or non-profit making purposes;
- c. the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by HTISG and/or:
 - i. any member of HTISG;
 - ii. third party financial institutions, insurers, securities, commodities and investment services providers;
 - iii. third party reward, loyalty, co-branding or privileges programme providers;
 - iv. co-branding partners of HTISG (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - v. charitable or non-profit making organisations;
 - d. in addition to marketing the above services, products and subjects itself, HTISG also intends to provide the data described in Clause 7(a) above, whether such provision is for gain or not, to all or any of the persons described in Clause 7(c) above for use by them in marketing those services, products and subjects described in Clause 7(b) above (in respect of which HTISG may or may not be remunerated), and HTISG requires your written consent (which includes an indication of no objection) for that purpose;

We may not use your Marketing Personal Data for direct marketing without your consent. Please indicate your consent when signing relevant customer documents.

If you give your consent but subsequently change your mind and no longer wish HTISG to use or provide to other persons your Marketing Personal Data for use in direct marketing as described above, you may exercise your opt-out right by notifying HTISG in writing to the address provided below or call our Customer Service Department provided in Clause 9 of this policy.

Please note however that the right to make such a request is not applicable to you if the direct marketing is addressed to you in your capacity as a representative of a company or business and is not sent to you in your individual or personal capacity.

8. HTISG may, in accordance with the Personal Data (Privacy) Ordinance and any other applicable law,
 - a. match, compare or exchange any Data or other information provided by, or in respect of, a customer with Data (or other information) held by HTISG or any other person for the purpose of:
 - credit checking;
 - Data (and other information) verification;
 - otherwise producing or verifying Data (and other information) which may be used for the purpose of taking adverse action against the customer or any other person at any time;
 - b. transfer such Data (and other information) to any place outside Hong Kong (whether for the processing, holding or use of such Data (and other information) outside Hong Kong).
9. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance each customer has a right to:
 - check whether HTISG hold Data about the customer and the right of access to such Data;
 - require HTISG to correct any Data relating to the customer which is inaccurate;
 - ascertain HTISG's policies and practices in relation to Data and to be informed of the kind of Data relating to the customer held by HTISG;
 - in relation to consumer credit, to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the marking of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - upon satisfactory termination of the credit by full repayment and on condition that there has been, within five years immediately before such termination, no material default under the credit as determined by HTISG, to instruct HTISG to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.

Request for access and/or correct any data that customer has submitted shall be sent to the following address:

Haitong International Securities Group Limited
22/F Li Po Chun Chambers,
189 Des Voeux Road Central, Hong Kong
Attn : Customer Service Department
or phone to 3583 3388

10. In accordance with the terms of the Personal Data (Privacy) Ordinance, HTISG has the right to charge a reasonable fee for the processing of any Data access request.
11. At HTISG, information regarding our customers is used solely in the legitimate conduct of our business, to deliver superior service and to design products and special offers that demonstrate our understanding of our customers and their needs.
12. As we move forward in developing new products and services in an era of vast technological change, we will continue to maintain our dedication to assuring that customer information is properly used and appropriately safeguarded.

If there is any discrepancy between the English and Chinese versions, the English version shall apply and prevail.

Appendix 4: Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Policies of Haitong International Securities Group Limited and its subsidiaries (together "HTISG")

Under Foreign Account Tax Compliance Act ("FATCA"), financial institutions in Hong Kong are required to report certain information of their clients to tax and/or other governmental authorities and withhold on clients' U.S. source Fixed, Determinable, Annual, or Periodical income in certain circumstances.

Hong Kong has also passed local legislation to implement the Common Reporting Standard ("CRS") under which financial institutions must report certain information with respect to tax residency of their clients to the Hong Kong Government Authority (e.g. Hong Kong Inland Revenue Department), which may be shared with certain offshore Government Authorities.

For compliance of the regulatory requirement in relation to FATCA, CRS and other related regulations, HTISG implemented the terms and conditions of this Appendix to govern the relevant rights and obligations between the clients and HTISG.

1. Privacy Waiver

1.1 The Client hereby irrevocably authorises HTISG to disclose and/or submit such information provided by the Client, including without limitation to personal/institutional information, to the competent regulatory or Government Authority in the relevant jurisdiction(s) (including without limitation to U.S. Internal Revenue Service, U.S. Department of the Treasury and the Hong Kong Inland Revenue Department) for the purpose of compliance of the requirements under FATCA, CRS and other related laws, regulations, codes and rules.

1.2 The Client further acknowledges that HTISG may not notify the Client such disclosure or submission as required by the applicable laws or regulations, and agrees that it will not require HTISG to make such notification to the Client before or after the disclosure or submission of the information to the relevant authorities.

2. Further Assurance for Provision of Information

2.1 The Client undertakes that it will promptly provide HTISG such information, including without limitation to the personal/institutional information in the Client Information Statement and the relevant account opening forms designated by HTISG from time to time and the relevant tax forms completed by the Client, for the purpose of compliance of the requirements under FATCA, CRS and other related laws, regulations, codes and rules.

2.2 The Clients shall ensure that the information provided to HTISG under section 2.1 shall always be true, complete and accurate without misleading in all material aspects.

2.3 The Clients further undertakes that it will promptly (in any event, within 30 days) notify HTISG whenever any information provided to HTISG under section 2.1 is changed or becomes untrue, incomplete, inaccurate or misleading and provide HTISG the necessary updated information.

2.4 Upon HTISG's request, the Client shall promptly (in any event, within 30 days) provide HTISG such additional or substitute certificates and forms and other documentary evidences, including without limitation to the self-certification, substitute tax forms of expired tax forms (if any), the Client's written nationality statement, certificate of loss of U.S. nationality and privacy waivers.

2.5 The Client acknowledges and agrees that failing to provide HTISG information as required under this Section 2 will entitle HTISG to change the FATCA or CRS status of the Client's account based on information available to HTISG, suspend the trading activities under the Client's account, withhold the assets in the Client's account, close the Client's account, or sell the assets in the account to produce withholdable payments at HTISG's sole and absolute discretion.

2.6 HTISG will keep and use the Client's personal/institutional data in compliance with the Personal Data (Privacy) Ordinance and other applicable data privacy policy.

3. Withholding Authorisation

3.1 The Client hereby authorises HTISG to withhold any part of or all assets in the Client's account (in cash or other forms) or sell the assets in the account to produce withholdable payments if, at HTISG's sole and absolute discretion:

- (a) The Client do not provide HTISG with the information or documents requested in a timely manner or if any information or documents provided are not up-to-date, accurate or complete such that HTISG is unable to ensure its ongoing compliance or adherence with the requirements under FATCA;
- (b) the FATCA status of the Client is identified as recalcitrant or non-participating foreign financial institutions;
- (c) there is no reliable evidence to treat the Client as exempted from withholding requirement under FATCA or other relevant regulations;
- (d) the withholding is required by competent regulatory or Government Authorities in the relevant jurisdiction; or
- (e) the withholding is otherwise necessary or appropriate for the compliance of the requirements under FATCA and other related laws, regulations, codes and rules.

4. Indemnification

4.1 The Client hereby agree to hold HTISG and its directors, officers, employees and agents (the "Indemnified Persons") indemnified against all losses, liabilities, costs, claims, actions, demands or expenses (including but not limited to, all reasonable costs, charges and expenses incurred in disputing or defending any of the foregoing) which the Indemnified Persons may incur or which may be made against the Indemnified Persons arising out of, or in relation to or in connection with:

- (a) any breach or alleged breach of the terms and conditions hereunder, whether by act or omission, of the Client; and
- (b) any non-compliance of FATCA, CRS or any other applicable laws, regulations, codes, and orders in relation to the Client and/or the Client's account,

except where such loss or damages arise from wilful default, fraud or negligence of the Indemnified Persons.

4.2 The Client undertakes to assist HTISG in any proceeding or investigation arising in any

matter out of or in connection with the compliance with the requirements under FATCA, CRS and other applicable laws, regulations, codes, and orders. In such case, HTISG will notify the Client when HTISG becomes aware of such proceedings, unless prohibited by applicable laws and regulations.

4.3 If any payment to be made by the Client to the Indemnified Persons under the clauses hereunder is subject to deduction or withholding tax, the sum payable by the Client in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Indemnified Persons receive on the due date and retain (free from any liability in respect of such deduction, withholding or payment) a net sum equal to what the Indemnified Persons would have received if no such deduction, withholding or payment been made or required to be made.

4.4 The Client shall continue to be bound by the provisions of this clause despite the Client ceasing to be an Accountholder or the termination of any account.

5. Incorporation with the Terms and Conditions

5.1 This Appendix shall be deemed to be incorporated as a part of the Terms and Conditions in relation to the Client's Account and subject to amendments made by HTISG from time to time at HTISG's sole and absolute discretion. In case of conflict or inconsistency between the Terms and Conditions and this Appendix, the terms of this Appendix shall prevail.

5.2 Unless otherwise defined, capitalized terms in this Appendix shall have the same meaning as defined under the Terms and Conditions in relation to the Client's Account.

6. Language

6.1 This Appendix is prepared in both English and Chinese. If there is any conflict or inconsistency, the English version shall prevail.