

## TERMS AND CONDITIONS

The Terms form an integral part of my agreement with Bridgeway for all Accounts and the Services. I consent to be bound by the provisions of the Terms and any alterations to them as may be made by Bridgeway from time to time.

### 1. DEFINITIONS

1.1 "I", "me", "my", "we", "us", "our" refer to the person(s) (which include individuals, partnerships or corporations) in whose name(s) the Account is opened. Where there is more than one person, such references shall mean all such persons and each or any of them.

<b>Terms</b>	<b>Refers to</b>
"Acceptable Collateral"	collateral in form and substance in all respects acceptable to Bridgeway, in its discretion, for the purposes of securing my Liabilities.
"Account"	all and any of my accounts opened at Bridgeway
"Agent"	any agent, counterparty, professional adviser, contractors, attorney, custodian, sub-custodian, depository etc. appointed by Bridgeway, including sub-Agents appointed by any Agent.
"Applicable Laws"	the laws, codes, decrees, directives, governmental acts, guidelines, judgments, orders, rules or regulations of any jurisdiction (whether domestic or foreign), including but not limited to any agreement entered into with or between Authorities, unless otherwise stated.
"Account Opening Form"	the account opening form relating to the Account or any particular Service.
"Authorised Signatory"	person(s) authorised (whether solely or jointly) to give Instructions in respect of an Account and its operation, enter into any agreement or Investment or request for any Service or new Services to be provided by, or Accounts to be opened with, Bridgeway on my behalf.
"Authority"	any competent regulatory, prosecuting, tax, administrative, or governmental authority in any jurisdiction and their duly appointed agents (whether domestic or foreign).
"Bridgeway"	Bridgeway and any affiliated or associated companies of, or related entities owned or controlled directly or indirectly by, Bridgeway.
"Business Day"	in relation to Hong Kong, a day other than Saturday or Sunday or a public holiday on which Bridgeway is open for business to the public in Hong Kong, as the case may be.
"Change of Shareholding"	with respect to a corporate body or company, any transfer, assignment, sale, disposition, conveyance or declaration of trust (or a series of any such transactions whether related or not) (collectively the "Dispositions") at any time hereafter in relation to the shares issued by us which (whether taken individually or in the aggregate) (a) carry 25 per cent or more of the voting rights of our issued share capital or (b) constitute 25 per cent or more (measured in terms of nominal value) of our issued share capital, provided that if we are for the time being listed or granted permission for dealing in our shares on The Stock Exchange of Hong Kong Limited (or any other stock exchange from time to time recognised by Bridgeway for this purpose), any dispositions in relation to our issued shares shall not constitute a Change of Shareholding hereunder.
"Circular"	the Circular relating to the Personal Data (Privacy) Ordinance and usage of customer information relating to the Personal Data Protection Act (as applicable and includes each as from time to time amended, modified, supplemented, or replaced and any other document which amends, modifies, supplements or replaces the same).
"Clearance System"	any clearing agency, settlement system or depository used in connection with transactions relating to Securities and any Nominee of the foregoing.
"Codes"	any of Bridgeway's prescribed security procedures or any of Bridgeway's prescribed access codes, electronic signatures, passwords, identification numbers, tokens, electronic devices or other equipment, for use in connection with the giving of Instructions through electronic mail or other electronic means.
"Collateral"	all Securities from time to time secured in favour of Bridgeway under any Security Document and (unless specifically excluded by Bridgeway) includes any and all of the Investments from time to time standing to the credit of any Account or placed by any third party with Bridgeway as security for my Liabilities, including any monies held by Bridgeway or any of their Nominees for my account or that of such third party, any initial or additional Investments from time to time placed with Bridgeway by me or such third party as margin or security, together with all my interest and that of such third party under each contract for sale or purchase of the Investments or in any transaction in connection with any of the Accounts or accounts of such third party, any and all of my monies, Securities and other property, and the proceeds thereof and interest thereon, now or hereafter held or received by or in transit to Bridgeway or any of their Nominees, whether for safekeeping, pledge, transmission, collection or otherwise and any valid and enforceable surety instrument, in form and substance, and issued, given and/or executed by such surety as may be, in all respects, acceptable to Bridgeway.
"Confidential Information"	information relating to me, a Related Party, my affiliate or our respective Representatives received by Bridgeway and its respective Representatives in the course of providing accounts and services to me, including Customer Personal Data, my bank account details, transactional information, and any other information either designated by me as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary nature.
"Conflicts of Interest Provisions"	provisions of the Terms relating to conflicts of interest, including but not limited to clause 19 of the Terms.

"Control"	an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of shares or the possession of voting power, by contract or through other means or any legal or natural person ultimately has a controlling ownership interest in a legal person or exercises control through any arrangement.
"Customer Personal Data"	personal data (whether true or not) relating to a Data Subject received by Bridgeway from me, my affiliates or our respective Representatives in the course of providing accounts and services to me. Customer Personal Data may include names, contact details, identification and verification information, voiceprints, bank account and transactional information, to the extent that these amount to personal data under applicable local law.
"Data Subject"	a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, or, if different, the meaning given to this term or the nearest equivalent term under applicable local data protection or data privacy law. Data Subjects may be me, my personnel, officers, directors, employees, shareholders, beneficial owners, customers, suppliers, payment remitters or payment beneficiaries, or other persons.
"Default"	has the meaning ascribed to it in Clause 21.9.
"Default Period"	the period commencing on the occurrence of a Default and ending on the earlier of (a) the date on which such Default has been remedied to the satisfaction of, or waived in writing by, Bridgeway and (b) the date on which all Liabilities have been satisfied in full.
"Extraordinary Event"	any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit or transfers of currencies, commodities, Securities, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, or any devaluation, redenomination or demonetisation of the underlying currencies, commodities, Securities or instruments.
"Instructions"	any instructions, orders, notices, communication, messages, information or other materials given in connection with the Account or the Services.
"Indemnified Person"	Bridgeway, its agents and nominees, and any of its director, officer, employee or agent.
"Investment"	any deposit, any placement or investment of any nature entered into with or through Bridgeway, and includes any interest, accretions, income or profits thereon and proceeds in respect thereof.
"Liabilities"	any or all of my liabilities to and all fees, interest charges, costs and expenses incurred or payable to Bridgeway, actual, future or contingent, which I may now or hereafter from time to time have (whether solely or jointly and whether as principal or surety or in some other capacity) including that which is due, owing or outstanding under the Terms, or any other agreement, document or instrument or arrangement between Bridgeway and me or applicable to or binding on me and where the Terms or any other agreement, document or instrument or arrangement is entered into with Bridgeway by two or more persons, it is clarified and agreed that Clause 12 shall be applicable to and binding on us and "Liabilities" shall be deemed to refer to any or all liabilities, actual, future or contingent, which we may now or hereafter from time to time jointly (or jointly and severally) owe to Bridgeway (and whether as principal or surety or in some other capacity) including those joint (or joint and several) liabilities which are due, owing or outstanding under the Terms or such other agreement, document or instrument or arrangement between Bridgeway and us or applicable to or binding on us.
"Losses"	any losses, damages, costs (including legal costs on a full indemnity basis), fines, expenses including all duties, taxes and other levies, interest, service charges and all goods and services taxes thereon, fees, charges, actions, suits, proceedings, claims, orders, claims for an Account or equitable compensation or equitable lien, any other demands, liabilities or remedy whatsoever or howsoever arising, any diminution in the value of or loss or damage to any property or Investments or any lost opportunity whereby the value of the same could have been increased or otherwise.
"Margin"	in relation to the Acceptable Collateral securing my Liabilities, the margin of security (expressed in such manner as Bridgeway may specify and as from time to time and at any time determined by Bridgeway and notified to me) in relation to the Acceptable Collateral and the total amount of such Liabilities that Bridgeway requires to be maintained at all times.
"Nominee"	any sub-custodian or nominee of Bridgeway.
"Payment Infrastructure Provider"	a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks.
"Related Party"	any natural person or entity, or any branch thereof, that (i) owns, directly or indirectly, my stock, if I am a corporation, (ii) owns, directly or indirectly, profits, interests or capital interests in me, if I am a partnership, (m) is treated as my owner, if I am a "grantor trust" under sections 671 through 679 of the United States Internal Revenue Code or an equivalent under any Applicable Law, (iv) holds, directly or indirectly, beneficial interests in me, if I am a trust, (v) is a natural person who exercises control over me. such as a settlor, protector or beneficiary of a trust, or a person or entity which otherwise has a controlling ownership in or otherwise exercises control over me through any arrangement or other means, if I am an entity.
"Representatives"	officers, directors, employees, Agents, and representatives.
"Securities"	includes all stocks, shares, bonds, debentures, notes, commercial paper, certificates of deposit, loan stock, warrants, book—entry government securities, unit trusts, mutual funds or other collective investment schemes, and any other securities (whether marketable or otherwise) together with the related forms of transfer or instruments or evidence of title and all rights and accruals attaching to any such Securities.
"Security Document"	any instrument of mortgage, charge, pledge, lien or otherwise creating any other security interest made, or

any surety instrument given, in favour of Bridgeway to secure or guarantee my Liabilities in each case in form and substance in all respects satisfactory to Bridgeway (and includes each as from time to time amended, modified, supplemented or replaced and any other document which amends, modifies, supplements or replaces the same).

“Service(s)”

any product to be sold by Bridgeway.

“Terms”

refers to this document, the Account Opening Form or any part of either.

“Third Party Service Provider”

a third party selected by Bridgeway or their respective Representatives to provide and/or which provides services to it and who is not a Payment Infrastructure Provider.

- 1.2 The singular or plural number used in the Terms shall each be deemed to include the other unless otherwise specifies. Terms conferring upon Bridgeway's right to act in the manner described shall not be construed as Bridgeway's obligation to act in such manner and Bridgeway shall have the discretion to determine whether to so exercise such right to act in such manner, and shall have no liability if it does not or is unable to do so.
- 1.3 Any reference in the Terms to Bridgeway's "discretion" shall be construed to refer to Bridgeway's "sole and absolute discretion"; except in the case of manifest error. The word "includes" or "including" as used in the Terms shall be construed to mean "includes without limitation" or "including without limitation".
- 1.4 Any reference in the Terms to the Terms or any other agreement, document or instrument or arrangement between Bridgeway and me shall include the Terms or other agreement, document or instrument or arrangement as from time to time amended, modified, supplemented, replaced or novated or any other document which amends, modifies, supplements, replaces or novates the same.
- 1.5 Any reference in the Terms to any legislation, by law, directive, notice, rule, regulation or similar instrument shall be construed as a reference to such legislation, by-law, directive, notice, rule, regulation or similar instrument as the same may be amended, modified, supplemented, re-enacted or reissued from time to time.
- 1.6 Any reference in the Terms to the words "gross negligence" for all Accounts maintained with Bridgeway shall be construed to refer to negligence or other such applicable standards as required under the Applicable Laws from time to time.

## 2. ACCOUNT OPENING

- 2.1 Bridgeway has discretion to open an Account or offer its services for me, and is not obliged to give reasons for any such refusal.
- 2.2 I understand that I must complete the Account Opening Form and provide all documents reasonably required by Bridgeway before the account can be opened. To satisfy regulatory requirements and comply with any Applicable Laws, Bridgeway is obliged to and I understand that "Know-Your-Customer", anti-money laundering, counter terrorist financing and any other similar procedures may be carried out from time to time, and I shall provide and update required information to Bridgeway from time to time.
- 2.3 I am in compliance with and will continue to comply with all laws and regulations that may be applicable to me in relation to any assets held in my Account, or any transaction which I conduct with or through Bridgeway.
- 2.4 I consent to provide all required information and documents relating to my tax affairs to Bridgeway to comply with its legal and regulatory obligations.
- 2.5 I agree to notify Bridgeway in writing within 30 days of any change to any information provided to Bridgeway under this section and/or that affects my tax status pursuant to any Applicable Law.
- 2.6 I understand that all Services are only available to me upon Bridgeway's acceptance of my account application, which is subject to my having satisfied all applicable conditions and provided all required documentation.

## 3. INSTRUCTIONS

- 3.1 Bridgeway is authorised to act on any Instructions given or purported to be given by me or my Authorised Signatory in accordance with the Terms, whether or not the acts and deeds are actually authorised by me or my Authorised Signatory, except where Bridgeway has actual knowledge that the Instructions are not given by me or my Authorised Signatory.
- 3.2 Instructions may be in writing or communicated in person or by telephone.
- 3.3 I ratify and confirm all the acts and deeds of my Authorised Signatory in the exercise or purported exercise of my Authorised Signatory's powers, discretion and authority. Instructions from my Authorised Signatory will only be accepted if the instruction is within the terms of the authorisation of the relevant Authorised Signatory, as provided to Bridgeway. Bridgeway shall be entitled to act on the Instructions of my Authorised Signatory until it receives written notification of the revocation of the appointment of my Authorised Signatory. In the absence of written notification, Bridgeway may, upon becoming aware of any bankruptcy, liquidation, death, incapacity or other legal disability of my Authorised Signatory, refuse to act on any such Instructions.
- 3.4 I undertake full responsibility for all transactions arising out of any instructions provided in accordance with the Terms and I agree that I am under an express duty to Bridgeway to prevent any fraudulent, forged or unauthorised instructions being given.
- 3.5 Bridgeway is authorised to consider as authentic, valid, properly executed and as fully authorised by and binding on me, and Bridgeway shall be entitled to act in connection with or in reliance upon, any telephone Instruction given by any person quoting the number of the Account and my identifying particulars, any facsimile, mail or written Instruction containing my or my Authorised Signatory's signature, and any instruction given by electronic mail or other electronic means without any further authority from me or my Authorised Signatory or any further notice to or from me or my Authorised Signatory, without having to confirm the Instructions with me or my Authorised Signatory, and without inquiry by Bridgeway as to the authority or identity of the person purporting to give such Instruction or its authenticity, regardless of the prevailing circumstances or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery, lack of authority or lack of clarity in the terms of such Instruction.
- 3.6 Any Instructions referable to the Codes shall be deemed to be instructions transmitted or validly issued by me or my Authorised Signatory on my behalf. I will keep all Codes confidential and will prevent any fraudulent, forged or unauthorised Instructions from being given.
- 3.7 Bridgeway can accept any oral (including telephone) Instructions and Instructions through electronic mail or other electronic means given by any one of my Authorised Signatories.
- 3.8 I agree to procure my Authorised Signatories to assist Bridgeway in any effort to verify the authenticity of any instruction purporting to be from me or my Authorised Signatory and to do such things as Bridgeway may request for this purpose.
- 3.9 Once an instruction has been given, any subsequent request for cancellation, amendment or withdrawal of the instruction will be subject

to Bridgeway's consent and Bridgeway has no liability if it does not or is unable to hold up the implementation of the initial instruction. For any Instructions which are not clearly specified as being an amendment of previous Instructions, Bridgeway may consider as new instructions.

- 3.10 I understand that any instruction is subject to acceptance by Bridgeway and Bridgeway may in its discretion refuse, without stating the reasons, to act upon any instructions as Bridgeway thinks appropriate, including if:
- 3.10.1 the instructions given are unclear or conflicting;
  - 3.10.2 Bridgeway suspects that the instructions involve illegality or are fraudulent, forged or unauthorised;
  - 3.10.3 Bridgeway suspects that acting on any of the Instructions may cause it to be in breach of any Applicable Law or duty applicable to Bridgeway or to which it may be subject or with which it may have to comply;
  - 3.10.4 Bridgeway suspects that I may be unable to promptly settle any relevant transaction;
  - 3.10.5 Bridgeway suspects that such Instruction relates to monies or assets which originate from illegitimate sources, are derived from drug trafficking or other criminal conduct; or
  - 3.10.6 any Instruction not given in accordance with the provisions of this section
- 3.11 Bridgeway is able to effect instructions only during normal banking hours on Business Days. Any instructions received after the cut—off time (as determined by Bridgeway from time to time) on any Business Day may, subject to the Terms, only be carried out by Bridgeway on the next Business Day. Additionally, instructions involving a jurisdiction other than Hong Kong can be effected, subject to the Terms, by Bridgeway only on days when banks in the applicable financial markets are open for business in the relevant jurisdiction.
- 3.12 I consent to Bridgeway recording all telephone calls between me or my Authorised Signatory and Bridgeway, and such records are conclusive and binding evidence against me of the content of the calls. If Bridgeway accepts Instructions through electronic mail or other electronic means, I or my Authorised Signatory will comply with the use of such Codes as may be implemented by Bridgeway. Bridgeway shall also be entitled to carry out by or for itself security procedures in relation to the Instructions that are transmitted through electronic mail or other electronic means. Bridgeway shall not be bound to carry out or prescribe Codes or to guarantee or ensure compliance with Codes, and shall not be liable for the consequences if no Codes are implemented. Bridgeway shall not be liable for Codes that are not properly implemented, or if full compliance with Codes is not attained. I undertake and agree to provide such additional representations, indemnities and documents as may be requested by Bridgeway in connection with any Instruction or Account in such form within such time period as required by Bridgeway, before Bridgeway complies with any of my instructions.
- 3.13 I will bear all risks, and Bridgeway is not responsible or liable, for Losses arising from provided Instructions or communications, except only for loss or damage which results solely and directly from Bridgeway's fraud, willful misconduct or gross negligence.
- 3.14 If I choose to provide Instructions to or otherwise communicate with Bridgeway through electronic mail, short message system or other electronic means, I understand and acknowledge that use of electronic communications by public communications systems is inherently insecure. Due to the nature of the internet, I understand that you cannot guarantee the confidentiality of the information sent through electronic mail. I agree that you accept no liability for the security and confidentiality of data outside your own internal systems and that you are not responsible for any delays or errors in any information sent to me by you or by me to you, for systems performance, or for any damage to my computer or software as a result of any electronic communication with me. I further agree that actions taken in accord with such communication will not constitute a violation of any applicable secrecy rules, and I expressly agree that you may use, share, process, and store my data and information in accordance with the Terms. I also accept it is my sole responsibility any change to the confidentiality of my investment relationships with you arising from actions in accordance with such communication.
- 3.15 I will indemnify an Indemnified Person against any losses, damages, costs, fines, expenses, interest, actions, suits, proceedings, claims, orders, and any other demands, liabilities or loss or damage to any property or investments arising from or as a result of or in connection with acting on any instruction or other communication received by Bridgeway by telephone, facsimile, telex, electronic mail or other means of communication which it reasonably believes to have been given by or on my behalf and I am and will be bound by and ratify any transaction entered into or action taken by Bridgeway as the result of such instruction or communication. Acceptance by any of Bridgeway's employees of any instruction given or offer made by telephone, facsimile, telex, electronic mail or other means of communication is subject to Bridgeway's approval and Bridgeway may refuse to carry out any Instruction or offer.

#### **4. PAYMENTS AND ACCOUNT OPERATION**

- 4.1 Bridgeway may comply with orders to pay and any other documents whatsoever expressed to be drawn, signed, accepted, endorsed or made or given by me or my Authorised Signatory and presented against an Account. Bridgeway may comply with all Instructions in accordance with the Terms, whether to withdraw monies from an Account, to deliver, dispose of or deal with any Securities, deeds or documents or other property whatsoever from time to time in Bridgeway's possession for the Account whether by way of security or safe custody or otherwise; but in each case, always without prejudice to Bridgeway's right of security therein or set-off against the same.
- 4.2 All cheques and other instruments shall be drawn and all cheques shall be submitted for payment or collection in accordance with the Terms and Bridgeway's policies and procedures. Bridgeway may refuse to accept for collection of cheques and other instruments that are drawn in favour of any person other than me or which appears to any officer, Agent or employee of Bridgeway to be irregular or to have been altered, amended or cancelled in any respect without authorisation or endorsement of the drawer or any endorsee.
- 4.3 I will indemnify Bridgeway against any losses, damages, costs, fines, expenses, interest, actions, suits, proceedings, claims, orders, and any other demands, liabilities or loss or damage to any property or Investments incurred by Bridgeway:
- 4.4.1 in collecting any payment for me; and/or
  - 4.4.2 in collecting any cheque or other instrument for me or crediting to any Account the proceeds thereof notwithstanding that such cheque or instrument is made payable or endorsed to any person other than me.
- 4.4 All cheques or other instruments deposited with or received by Bridgeway for collection shall be dispatched for collection at my risk by mail or any other means selected by Bridgeway and to such correspondents selected or used by Bridgeway for the purpose.
- 4.5 Unless Bridgeway otherwise agrees, cheques received by Bridgeway for collection and credited to any Account cannot be drawn against without Bridgeway's consent until the proceeds thereof have been received by Bridgeway and any credit entry made to the Account with respect thereto shall be provisional and may be reversed by Bridgeway if the full proceeds (or any part thereof) are not received by Bridgeway by such time as Bridgeway may stipulate. Bridgeway will effect such debit even if:
- 4.5.1 the Account becomes overdrawn;

- 4.5.2 my statement records the item; or
- 4.5.3 Bridgeway previously allowed me to make a payment or to take cash against the item.
- 4.6 As entries are credited to the Account in the expectation that they will clear, the balance shown on my statement or given in response to an enquiry may include uncleared items. I may incur charges and interest if payments are made from an Account before funds are cleared
- 4.7 Bridgeway will only credit interest to such Account as is agreed to be interest bearing, Bridgeway may vary interest rates from time to time. Interest is calculated up to but excluding the maturity date and is payable at such intervals as may be agreed for such Account interest is calculated on a daily basis and will be credited to such Account in arrears. Interest will only be paid on the balance that Bridgeway treats as cleared for interest I authorise Bridgeway to transfer from any Account in my name such sum as may be necessary to ensure that such minimum balance requirements are satisfied. Bridgeway will not be liable to me for any loss of interest, cost or expense incurred by reason of such transfer.
- 4.8 I agree that if any amount paid to an Account is paid in a currency other than the currency of the Account, Bridgeway is authorised to convert the amount into the currency of the Account and in a manner Bridgeway considers appropriate at its prevailing rate of exchange. I shall bear any costs, expenses or fees incurred in respect of such conversion. If the cheque is subsequently dishonoured (the "Reversal Day"), the amount in the currency of an Account shall be converted into the foreign currency amount of the cheque in a manner which, in Bridgeway's discretion, it considers appropriate, at its prevailing rate of exchange. Any exchange gains or losses to an Account arising out of the foreign exchange movement between the cheque processing day and the value day or the Reversal Day will be borne by me.
- 4.9 In order to pay the proceeds of any transaction, instrument or other transfer to an Account (if denominated in a currency other than the currency of the Account) and for the settlement and facilitation of investment, trading or other transactions, Bridgeway may convert such proceeds into the currency of the Account and in a manner, which in Bridgeway's discretion, it considers appropriate at its prevailing rate of exchange. Bridgeway may, if it deems appropriate, pay in currencies other than that in which an Account was opened or my Investments were made.
- 4.10 Bridgeway shall have no responsibility to me for any delay or loss in the withdrawal or transmission of funds for any reason beyond Bridgeway's control.
- 4.11 in the event of the loss of a draft, mail transfer or other message, I agree that Bridgeway may, at its discretion, require that I, and I will, sign a letter of indemnity in the terms required by Bridgeway before Bridgeway will consider the issue of any replacement. A refund of monies withdrawn from an Account for any payment to be made under a draft, mail transfer or other message may be made by Bridgeway at its discretion and Bridgeway may require that it first receives notice of effective cancellation of the payment of the funds prior to making any such refund.
- 4.12 Any payments due from me to Bridgeway shall be made at such times, in such amounts and to such accounts as Bridgeway may specify. All payments by me shall be made in full, without set-off or counterclaim and free and clear of any deductions or withholdings on account of any tax or otherwise or of an amount for or on account of, or which represents withholding, income tax, value added tax, tax on the purchase of any property, duties or other amounts which are required to be withheld or deducted to comply with any Applicable Laws. If I am obliged by any Applicable Law to deduct or withhold any such sum from any payment due to Bridgeway, I shall increase the amount of the payment so that the net amount received by Bridgeway shall equal the amount due.
- 4.13 My payment obligations shall not be discharged by an amount paid in a currency other than that in which such payment is due ("stipulated currency") and to the extent that the amount so paid, on conversion to the stipulated currency, does not yield the amount due in the stipulated currency, I shall fully indemnify Bridgeway, in the stipulated currency, against such deficiency and against all other losses which Bridgeway may incur or suffer, as a consequence, provided always that Bridgeway shall not be obliged to make such purchase or exchange and it shall be sufficient for Bridgeway to show that it would have suffered the stipulated currency deficiency had an actual purchase or exchange been made.
- 4.14 Bridgeway shall be entitled to charge interest in respect of any sums due to it and unpaid by me at such rates as Bridgeway may determine until all such sums are fully repaid, as well as before as after judgment (if applicable).
- 4.15 In the event that any competent regulatory, prosecuting, tax, administrative, governmental authority in any jurisdiction, domestic or foreign, and its duly appointed agents impose a tax or a negative interest rate to account balances or to time deposits or placements of funds denominated in the currency of that jurisdiction, Bridgeway shall debit such tax or negative interest or impose a monthly fee or charge in lieu of such tax or negative interest as may be applicable and the balance or amount of the deposit may eventually be less than the initial deposit placed with Bridgeway. Bridgeway shall have the right to modify the rate of interest or equivalent monthly fee or charge applied to account balances or to time deposits or placements of funds denominated in the currency of that jurisdiction.

## 5. JOINT ACCOUNTS

- 5.1 All agreements, obligations, powers, authorities and liabilities herein on our part shall be deemed to be joint and several.
- 5.2 Each of us, as joint account holders, agrees that I have authority independently and severally (as if I was the only person entering into the Terms) on behalf of the other(s) to:
- 5.2.1 give or receive any instruction or acknowledgement without notice to the others including an instruction to liquidate or withdraw Investments or monies from our Account;
  - 5.2.2 sign for and operate our Account;
  - 5.2.3 request Bridgeway to provide new Services and/or open new Accounts on behalf of all or any of us;
  - 5.2.4 close an Account or terminate the provision of any Service,
- 5.3 Where two or more of us gave conflicting instructions, Bridgeway may at its discretion act on any of those instructions, or delay in acting on those instructions until the conflict has been resolved, or act only on our unanimous instructions.
- 5.4 Any one or more of us may provide Bridgeway an effective and final discharge in respect of Bridgeway's obligations to any one or more of us or in respect of all of Bridgeway's obligations under the Terms.
- 5.5 Bridgeway's obligation to notify us in respect of any matter from which such an obligation arises is discharged if it notifies any of us.
- 5.6 Without affecting Bridgeway's rights and remedies against any of us, Bridgeway may settle, compound or vary the liability of or grant time or other indulgence to any of us without prejudicing Bridgeway's rights and remedies against any of us.
- 5.7 The provisions of this section will apply regardless of the relationship between us or our successors, and regardless, in particular, of our respective rights of ownership of the assets in our Account, whether or not notice thereof shall have been given to Bridgeway.

- 5.8 In the event of death of any one of us, the balance in our Account and our investments at the time of such death shall belong to the survivor(s) to the fullest extent permissible under any Applicable Laws and may be disposed of by such survivor(s) subject to any estate or other tax requirements or requirements imposed by Bridgeway.
- 5.9 Each of us shall be jointly and individually responsible for any charges, fees or other debts related to our Account or Investments.

## **6. PARTNERSHIP ACCOUNTS**

- 6.1 Any Liabilities owing by the partnership will be the joint and several liability of the persons constituting the partnership at any time
- 6.2 Subject to any agreement between Bridgeway and the partnership, Bridgeway can treat any partner as;
- 6.2.1 having authority to act on our behalf;
  - 6.2.2 having authority to give any Instruction on our behalf; and
  - 6.2.3 an authorised person for the purpose of the Terms until Bridgeway has received written notice of such person's retirement or resignation as a partner;
- 6.3 If Bridgeway receives contradictory instructions from the partners, Bridgeway will be entitled to thereafter act only on the unanimous Instructions of all partners and/or take such action as Bridgeway deems fit upon notice being given to all the partners.
- 6.4 Any notice or request given by Bridgeway to any partner shall be deemed to be a notice or request given to all the partners;
- 6.5 Bridgeway shall be deemed not to have knowledge, whether actual or constructive or otherwise, of any provisions in any partnership agreement save and except where Bridgeway has actual knowledge, in which case such actual knowledge shall be deemed to be limited only to provisions relating to the identity of the partners and provisions relevant in order for Bridgeway to determine the general signing powers of the relevant partners and the reasons for opening an Account and requesting any Services. In particular, Bridgeway has no duty or obligation to review the terms of the partnership agreement or the powers and duties of each partner nor to determine whether the partners are in breach of the provisions of the partnership agreement and shall be deemed not to have any such knowledge, whether actual or constructive, thereof; every one of our partners at any time will continue to be:
- 6.5.1 bound by the Terms in respect of the Account: and
  - 6.5.2 jointly and severally liable to Bridgeway in respect of my Liabilities and all transactions made or effected on any Account or Service, even if any person bound and liable as a partner has retired, resigned, died, become incapacitated, become bankrupt or otherwise, and even if any new partner has been admitted; and every one of our partners hereby authorises Bridgeway at any time and without notice to us to combine or consolidate all or any (i) Accounts of the partnership; and (ii) individual accounts of the partners, with each one or more or all our Liabilities and to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of all such Liabilities.

## **7. CORPORATE ACCOUNTS**

- 7.1 Subject to any agreement between Bridgeway and the corporate Bridgeway can treat any authorized signatory as;
- 7.1.1 having authority to act on our behalf;
  - 7.1.2 having authority to give any Instruction on our behalf; and
  - 7.1.3 an authorised person for the purpose of the Terms until Bridgeway has received written notice of such person's retirement or resignation;
- 7.2 If Bridgeway receives contradictory instructions from the authorized signatories, Bridgeway will be entitled to thereafter act only on the unanimous Instructions of all authorized signatories and/or take such action as Bridgeway deems fit upon notice being given to any one authorized signatory.
- 7.3 any notice or request given by Bridgeway to any authorized signatory shall be deemed to be a notice or request given to all the authorized signatories;
- 7.4 Bridgeway shall be deemed not to have knowledge, whether actual or constructive or otherwise, of any provisions in any corporate agreement save and except where Bridgeway has actual knowledge, in which case such actual knowledge shall be deemed to be limited only to provisions relating to the identity of the authorized signatories and provisions relevant in order for Bridgeway to determine the general signing powers of the relevant authorized signatories and the reasons for opening an Account and requesting any Services. In particular, Bridgeway has no obligation to review the terms of corporate agreement or the powers and duties of each authorized signatory nor to determine whether the authorized signatories are in breach of the provisions of the agreement and shall be deemed not to have any such knowledge, whether actual or constructive; every one of our authorized signatories at any time will continue to be:
- 7.4.1 bound by the Terms in respect of the Account: and
  - 7.4.2 liable to Bridgeway in respect of my Liabilities and all transactions made or effected on any Account or Service, even if any person bound and liable as an authorized signatory has retired, resigned, died, become incapacitated, become bankrupt or otherwise, and even if any new authorized signatory has been admitted; and every one of our authorized signatories hereby authorises Bridgeway at any time and without notice to us to combine or consolidate all or any (i) Accounts of the corporation; and (ii) individual accounts of the authorized signatories, with each one or more or all our Liabilities and to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of all such Liabilities.

## **8. ACCOUNT STATEMENTS**

- 8.1 A statement setting out debits and credits to an Account and a summary of my investments (the "Statement") is issued by Bridgeway monthly. I should receive a Statement within 10 days following the statement cycle day.
- 8.2 An advice (the "Advice") is issued by Bridgeway within 10 days (or such shorter period as may be specified by any Applicable Laws) of any transaction in respect of my investments
- 8.3 Unless otherwise agreed with Bridgeway, Bridgeway will not issue a Statement to me if the balance of my Account is nil and no transactions have been recorded in that Account for a period of six months. A Statement will be issued to me once there is resumption of activity in my Account.
- 8.4 Reliance can only be placed upon original Statements and Advices and it is my responsibility to ensure that every Statement or Advice is received in due time according to the ordinary course of posting or electronic delivery where Statements or Advices are available to me through facsimile, electronic mail, Bridgeway's website or other electronic means and i will promptly make enquiries with Bridgeway and obtain such Statements or Advices from Bridgeway forthwith if not duly received. I also undertake to verify the correctness of each

Statement or Advice and to inform Bridgeway promptly and in any event within 90 days of the date of such Statement, and, with regard to any Advice, within 90 days from the date of such Advice (the "Notification Period"), of any unauthorised transaction, discrepancy, omission, credits, or debits wrongly made or any inaccuracy or incorrect entries in an Account or the contents of each Statement or Advice or the execution or non-execution of any Instruction. At the end of the Notification Period, the Statement or Advice shall be conclusive evidence of the relevant Account and investments or, as the case may be, the transaction, without any further proof, and I will be bound by its contents, except in respect of unauthorised transactions, arising from forgery, fraud, willful misconduct or negligence on the part of Bridgeway or any of Bridgeway's employees, Agents or servants.

- 8.5 Without prejudice to the above, Bridgeway may, in its discretion, without prior notice to me, reverse and/or amend entries which relate either to instruments which are returned to Bridgeway unpaid or arise by reason of error on the part of Bridgeway or other party and may correct errors made in any Statement or Advice in any manner as Bridgeway thinks fit. If an investment is shown at a particular value on my Statement or Advice, this does not necessarily mean that the same amount can be realised if I decide to liquidate that investment. I accept that a Statement or Advice may include Investments valued at zero, at cost or at an estimated value because a market price is not available, or readily available, in respect of that investment for any reason on the date of the Statement or Advice and I will not rely on the value therein.

## **9. APPOINTMENT OF CONSULTANTS AND AGENTS**

- 9.1 Bridgeway may appoint any Agent to perform any or all of Bridgeway's functions or duties and/or exercise any of Bridgeway's rights, and powers whether in Bridgeway's name or that of the Agent at its discretion and at my risk and cost.
- 9.2 Bridgeway may obtain advice from any professional consultant of Bridgeway's choice in connection with any action to be taken by Bridgeway. Where Bridgeway obtains advice from any professional consultant, I agree that Bridgeway may act on the opinion or advice of such professional adviser in its discretion, provided that Bridgeway acts in good faith in the selection of such professional consultant, Bridgeway shall not be responsible for any consequence of acting or not acting in accordance therewith.
- 9.3 If Bridgeway retains legal advisers or appoints any Agent to protect any of Bridgeway's rights hereunder, whether by judicial proceedings or otherwise, I agree to pay and reimburse Bridgeway for all costs, expenses and fees incurred by Bridgeway in its retention thereof.

## **10. CHARGES AND OTHER COSTS**

- 10.1 Bridgeway will charge for any of the Services at Bridgeway's respective current rates applicable thereto from time to time notified by Bridgeway and will charge all applicable service charges and fees, commissions and other costs, expenses reasonably incurred in connection with the provision of the Services. Bridgeway has the discretion to vary from time to time such rates.
- 10.2 Bridgeway will inform me of the nature and amount of charges debited to an Account promptly after any such charge is debited. I agree that any failure by Bridgeway to inform me of any debited charges shall not in any way affect the validity of any such debit.
- 10.3 Bridgeway has the discretion to vary from time to time any interest rates offered in respect of or charged to an Account. Details of any such rates are available on enquiry at Bridgeway. I acknowledge that Bridgeway will use reasonable endeavours to provide me with prior notice of such changes to interest rates charged to an Account (unless such changes are not within Bridgeway's control), provided that any failure to give such notice or any delay in the provision of the notice shall not affect the validity of the change in interest rates. In the absence of any agreement to the contrary, interest charged to an Account shall be payable at the rate specified by Bridgeway and I hereby agree to pay such interest as if expressly agreed with Bridgeway.
- 10.4 Any stamp duty, disbursements, taxes, charges, costs and expenses and any liability of any nature, in respect of any Account, any Investment, any Service, any transaction between Bridgeway and or made by me shall be borne by me.
- 10.5 I agree that Bridgeway may withhold or deduct an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or other amounts (together, "Collected Amounts") which are required to be withheld or deducted to comply with any Applicable Law from any payment to me, or to or from my Account or any account. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the Applicable Law. I acknowledge that Bridgeway will not be required to reimburse me for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent that Bridgeway or any of its Third Party Service Providers pays or has paid from its own funds or is or will be required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, I shall indemnify Bridgeway for such payment, including any interest and penalties thereon and any expenses incurred by Bridgeway. I understand that Bridgeway is not obliged to contest any demand made by an Authority for such payment or enquire as to the correctness (or otherwise), and I shall rely, accept and agree to any and all Collected Amount, interest, penalties and all other sums, aforesaid (a) withheld, deducted and/or paid by Bridgeway and/or (b) to be indemnified by me to Bridgeway, and in each instance, as notified by Bridgeway to me/us. I represent to Bridgeway that I have provided to and secured from any person that owns or will own a beneficial interest in payment from Bridgeway any notice, consent or waiver necessary to permit Bridgeway, and its Third Party Service Providers to carry out the actions described in this clause.
- 10.6 I authorise Bridgeway to deduct any such interests, commissions, fees, charges, costs, expenses, liabilities and any other amounts due to Bridgeway under the Terms from any Account and make the currency conversions at such rates as Bridgeway may determine here necessary.

## **11. INDEMNITY**

- 11.1 I agree to hold each of the Indemnified Persons harmless, and shall indemnify each of them promptly on demand on a full indemnity basis, from and against any and all Losses and all other liabilities of whatsoever nature or description which may be brought against it or which it may incur or sustain in connection with any Account or in respect of any Services, Instructions or transactions, including such Losses arising from, in connection with or by reason of:
- Bridgeway acting upon or carrying out any Instructions given or purportedly given by me or my Authorised Signatory;
  - Bridgeway using any system or means of transmission, communication, transportation or otherwise in carrying out such Instructions (including by reason of loss, delay, misunderstandings, mistakes, distortions or duplications);
  - Bridgeway's provision of any Service to me (including the transactions contemplated under the Terms and in connection with all or any matters or transactions in respect of an Account);
  - any default in repayment upon demand of any advances or other amounts made available to me or interest accrued thereon or any sum payable under the Terms or under any other agreement, Security Document or any other document whatsoever entered into

- pursuant to the Terms or otherwise entered into by me in relation to my obligations to Bridgeway (including any loss or expense sustained or incurred by Bridgeway in liquidating any of Bridgeway's Investments, or in taking proceedings hereunder or under any such agreement or security document or other document);
- v. any breach or violation by me, of any Applicable Laws or any third party rights including proprietary or intellectual property rights;
  - vi. the collection of any cheque or other instrument presented by me for collection or the guaranteeing of any endorsement or discharge of the same and in connection with all or any of the matters or transactions in respect of an Account;
  - vii. Bridgeway acting hereunder prior to its receipt of written notice of the termination or revocation of the Terms by operation of law applicable to me;
  - viii. Bridgeway enforcing or attempting to enforce any rights it may have against me pursuant to the Terms; and
  - ix. any breach by me of any of the Terms or such other terms and conditions as are applicable to any Account, the Services provided or to be provided by Bridgeway to me or transactions between Bridgeway and me, except and except only for such loss or damage which results directly and solely from Bridgeway's fraud or willful misconduct.
- 11.2 The terms in this section and all of the rights of Bridgeway hereunder shall apply to, and be conferred on each of the indemnified persons, all of whom shall be entitled to enforce and enjoy the benefit of this section to the fullest extent allowed by Hong Kong law. Nothing in the foregoing sentence shall affect Bridgeway's right to amend, modify, supplement and/or replace the Terms in its discretion and no prior consent from or notice to any such Indemnified Persons or any third party would be required for it to do so.
- 11.3 For the avoidance of doubt, the terms of this section and all of the rights of Bridgeway hereunder shall apply and be available to and be conferred on each of the Indemnified Persons regardless of whether the losses, damages, costs (including legal costs on a full indemnity basis), fines, expenses including all duties, taxes and other levies, interest, actions, suits, proceedings, claims, orders, and any other demands, liabilities or loss or damage to any property or Investments or any part thereof were also caused by Bridgeway (except and except only for such loss or damage which results directly and solely from Bridgeway's fraud, willful misconduct or gross negligence).

## 12. LIABILITY

- 12.1 None of the Indemnified Persons shall be liable to me for any Losses suffered by me in any way in relation to any Account, any Services provided or to be provided to me, any Investment or any transaction undertaken pursuant to the Terms or between Bridgeway and me, except only for any such loss or damage which results solely and directly from Bridgeway's fraud or willful misconduct.
- 12.2 Notwithstanding any provision of the Terms, any liability of Bridgeway in connection with any Losses will be limited to a) (in respect of non-cash Investments and at the determination of Bridgeway) the market value of the relevant Investments to which such Losses relate at the time I reasonably should have been aware of such Losses or the replacement of the relevant Investments and b) replacement of cash in the relevant Account.
- 12.3 In no event shall an Indemnified Person be liable for any indirect or consequential Losses, even if advised of, or of the possibility of, such Losses.
- 12.4 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable to me for:
- i. any drawings made under any lost cheques or cheques on which fraudulent alterations or forgeries have been made or any Losses which I may suffer relating thereto; or
  - ii. any delay or loss or diminution in the value of any funds and Investments due to or arising from any reason whatsoever, except and except only for any such loss or damage which results directly and solely from Bridgeway's fraud or willful misconduct.
- 12.5 All obligations of Bridgeway and the performance thereof by Bridgeway shall be excused by, and none of the Indemnified Persons will be responsible or liable for any Losses suffered or incurred by me arising from, any delay, failure or inability of the relevant Indemnified Person to discharge any of its obligations in connection with any Account, any Services provided or to be provided to me any Investments, any transaction undertaken pursuant to the Terms, or any other agreement, document, instrument or arrangement between Bridgeway and me/us as a result of any reason or cause which is beyond Bridgeway's control, including any Applicable Law, levy, tax, embargo, moratorium, exchange restriction or other act of government or other authority, any power failure, any breakdown or failure of transmission or communication or in computer facilities, postal or other strikes or industrial action, closure or suspension of trading on any exchange, board of trade, market or clearing house, any act of God, fire, flood, frost, typhoon storm, explosion, calamity, natural disaster, war, acts of terrorism, civil strife, sabotage, or force majeure (or any such event and collectively, "Force Majeure") or the occurrence of any Extraordinary Event.
- 12.6 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable to me for the unavailability of funds credited to the Account or for any Losses, delay or failure to perform any obligations or exercise any right arising from or in connection with the occurrence of any Extraordinary Event which restricts or controls the availability, convertibility or transfer of any funds of mine or any other person, whether before, on or after maturity and whether in Hong Kong, or in the country of origin of the currency of such funds or elsewhere, In the event of the occurrence of any such Extraordinary Event, Bridgeway may in its discretion discharge its obligations with respect to such funds by paying to me or to my order such funds at any time (whether before, on or after maturity), in any currency (whether in the currency in which such funds are denominated or in any other currency), at any rate and in any manner (whether by way of draft or cash or by applying such funds towards satisfaction of any of my obligations or the obligations of any person to Bridgeway), in each case as Bridgeway may determine in its discretion. I agree that any such payment or application of such funds by Bridgeway in accordance with this section shall constitute good and valid discharge of Bridgeway's obligations to me with respect to such funds.
- 12.7 Where Bridgeway appoints an Agent directly, Bridgeway shall act in good faith and use reasonable care in the selection of that Agent. In the case of any Agent, none of the Indemnified Persons shall have any responsibility or liability for performance by such persons of any of the duties delegated to them under the Terms, and none of the Indemnified Persons shall be liable for any Losses suffered by me as a result of, in connection with or arising from, the acts, omissions, default, errors, neglect, fraud or insolvency of any such person(s).
- 12.8 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable for mutilation, interruptions, omissions, errors or delays in the issue or remittance of drafts, occurring as a result of events beyond the control of any Indemnified Person.
- 12.9 Save for such Losses which result directly and solely from Bridgeway's fraud, willful misconduct or gross negligence, I shall be solely responsible and liable for any Losses resulting from: (i) my disability or incapacity of whatever nature to act; and (ii) the disability or



incapacity of whatsoever nature on the part of my Authorised Signatory. For the avoidance of doubt, nothing herein shall obligate Bridgeway to enquire or ascertain my ability or capacity or those of my Authorised Signatory.

12.10 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable for any Losses suffered by me or any other person should a cheque, in respect of which (a) Instructions to stop or countermand payment had been given by me and (b) Bridgeway had in good faith followed the usual procedures for handling such instructions, nevertheless, for any reason whatsoever, be paid or certified by Bridgeway and Bridgeway shall be entitled to debit from an Account the full amount of any such cheque paid notwithstanding such instructions.

12.11 Each of the Indemnified Persons shall be entitled to every exemption from liability, every defence and every indemnity to which Bridgeway is entitled.

### **13. General PROVISIONS**

13.1 Except for manifest error, any confirmation by Bridgeway as to any of the matters in the Terms shall be treated as final, conclusive and binding on me.

13.2 No failure or delay on Bridgeway's part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right without further notice to or demand on me, or prejudice Bridgeway's rights as against me in any respect or render Bridgeway responsible for any loss or damage arising therefrom. Bridgeway's rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by law.

13.3 Bridgeway may grant time or other indulgence to me or any other person, without impairing or affecting in any way any of Bridgeway's rights as against me, any such other persons or our respective assets or any security or guarantee in Bridgeway's favour.

13.4 I agree at any time and from time to time, at my expense, to promptly execute, seal or deliver all further instruments and documents, and take all further actions that may be necessary or that Bridgeway may request to accomplish the purposes of the Terms or to comply with any Applicable Laws.

13.5 If any provision of the Terms shall be declared or adjudged to be illegal, invalid or unenforceable under any Applicable Laws. Such illegality, invalidity or unenforceability shall not vitiate any other provisions which shall remain in full force, validity and effect.

13.6 Unless specifically provided otherwise in any of the Terms, a person other than an Indemnified Person who is not a party to the Terms or any transaction shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of Hong Kong to enforce any of the Terms or any transaction.

13.7 Notwithstanding any provision of the Terms, nothing shall affect Bridgeway's right to amend, modify, supplement, rescind, replace or vary the Terms or any transaction at any time in its discretion and no prior consent from or notice to any person who is not a party to the Terms or any transaction shall be required for Bridgeway to exercise such rights.

13.8 I irrevocably waive all immunity on the grounds of sovereignty and agree and undertake that I will not claim any such immunity in any proceedings in connection with the Terms or any other agreement, document or instrument or arrangement between Bridgeway and me.

13.9 The Terms and any other agreement, document or instrument or arrangement between Bridgeway and me and any instruction may be executed in any number of counterparts, and in respect of each agreement, document or instrument or arrangement or instruction, each counterpart when taken together shall constitute one and the same document.

### **14. AMENDMENTS**

14.1 Bridgeway may at any time give to me notice, of any change to the Terms, the Circular or any of the Services by post or such other means as Bridgeway shall think fit. Changes shall take place on and from such date as specified in the notice or if no such date is specified on and from the date of such notice. Without prejudice to the foregoing, the use or continued use of any of Bridgeway's Services after such change shall also be deemed as my acceptance and agreement to the same.

14.2 Bridgeway shall notify me of any material change to the nature or scope of any of Bridgeway's Services or any change in Bridgeway's charges or any of my liabilities or obligations, fees or interest for Bridgeway's Services. In the case of any changes affecting Bridgeway's fees and/or charges or any of my liabilities or obligations, notice will be given not less than 30 days prior to such changes taking effect.

14.3 Bridgeway may, from time to time, introduce and provide new Services and notify the terms and conditions governing such new Services to me by post or such other means as Bridgeway shall think fit, and the terms and conditions governing such new Services will be binding on me and will supplement and form part of the Terms in the event that I choose to utilise such Services.

14.4 Any change to my name, address or identifying particulars or those of any of my Authorised Signatories or the authority given to or of any of my Authorised Signatories and/or each of my Authorised Signatories or my signature style will forthwith be notified to Bridgeway. Until such time as Bridgeway has received notice of any change relating to me or my Authorised Signatory, it is entitled to rely on any information, authorisation or document previously provided to it. Where an Account is opened in the name of a corporation, we undertake ii) to notify Bridgeway of any change in or event which may affect our shareholding or beneficial ownership and (ii) that if we should issue any shares in bearer form at anytime in the future, we will notify Bridgeway at the time of our issue of such shares and provide particulars of such issue at the time of their issuance.

14.5 Without prejudice to clause 16.1, no amendment or waiver of any provision of these Terms, any other document, agreement or contract entered into between me and Bridgeway nor consent to any departure by me therefrom, shall in any event be effective unless the same shall be in writing and signed by Bridgeway and then such amendment or waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. I acknowledge and agree that the effect of this provision is to exclude the possibility of any course of conduct of oral representation or oral agreement from constituting a legally binding variation of these Terms, any other document, agreement or contract entered into between me and Bridgeway.

### **15. COMMUNICATIONS**

15.1 Any notice, request or demand by Bridgeway may be given to me or made on me either orally or in writing or in such other manner as Bridgeway may in its discretion determine to be appropriate.

15.2 Any notice or demand in writing by Bridgeway shall be deemed to have been sufficiently served on me if served on me personally (or in the case of a limited company at its registered office last known to Bridgeway) or sent by facsimile to my facsimile number, or sent by

post addressed to me at my address, last known to Bridgeway (which, in the case of a corporation or any other entity, shall include its registered office or other address filed with the relevant presiding authority, last known to Bridgeway) or sent by email to my e-mail address last known to Bridgeway. Any such notice or demand in writing shall be effective when served personally or left at any such place, or if sent by post when deposited in the mail or if sent by facsimile, when despatched or if sent by e-mail, when such notice or demand in writing becomes capable of being retrieved by me at the email address I have provided to Bridgeway. When sent by post and in proving such service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

15.3 Notice by Bridgeway may also be sent in the form of a Statement or Advice insert, message by electronic mail or pre-printed on a Statement or Advice, or through any other appropriate form determined by Bridgeway, including press advertisements, display of notices in Bridgeway's banking halls, reception, meeting areas or website, or the sites/screens of Bridgeway's automated teller machines, or other means.

## **16. ASSIGNMENT AND DELEGATION**

16.1 I agree to any novation of, and further agree that Bridgeway is entitled to and may assign or transfer absolutely to an assignee or transferee all or some of its rights, title, interests, benefits, obligations and liabilities under, the Terms and any other agreement. Document or instrument or arrangement between Bridgeway and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder. I further agree that any such novation, assignment or transfer may be effected by Bridgeway delivering to me a notice to that effect whereupon (a) Bridgeway's novated, assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the novatee, assignee or transferee, (b) Bridgeway shall thereafter be fully discharged and released from its novated, assigned or transferred obligations and liabilities thereunder. (c) Bridgeway shall retain all rights, title, interests, benefits, obligations and liabilities not so novated, assigned or transferred, (d) the novatee, assignee or transferee shall thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which Bridgeway novated, assigned or transferred and (e) any acknowledgement, information or instruction given by me and/or my Authorised Signatories to Bridgeway may be relied and acted upon by the novatee, assignee or transferee as if given by me and/or my Authorised Signatories to the novatee, assignee or transferee in relation to any Account or securing my obligations thereunder and shall apply and have effect in relation thereto.

16.2 Notwithstanding any other provision of the Terms and any other agreement, document, instrument or arrangement between Bridgeway and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder. I consent, in connection with any. or any proposed, novation, assignment, transfer or sale of any of Bridgeway's rights and/or obligations thereunder to the disclosure to any novatee, assignee or transferee, by Bridgeway, of any and all information relating to me, any and all Accounts and the Terms and any other information whatsoever which may be required in relation thereto.

16.3 The Terms shall be binding upon Bridgeway's and my respective successors and assigns and inure to my and Bridgeway's benefit, and also to the benefit of the persons provided by the Terms, except that I shall not in any way encumber, charge, declare a trust over, assign or transfer all or any of my Liabilities, rights, interest or benefit in or to any Account or transaction or any assets custodised with Bridgeway without Bridgeway's prior written consent. For the avoidance of doubt, the Terms shall operate for the benefit of Bridgeway and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of Bridgeway or any such successor or assign.

## **17. GOVERNING LAW**

17.1 The Terms and my Account relationship with Bridgeway shall be governed by the laws of Hong Kong. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the jurisdiction where the Account is maintained but agree that, at Bridgeway's sole option, Bridgeway may take action hereunder in the courts or before the authorities of any other jurisdiction.

17.2 Where I do not reside in Hong Kong, I undertake to nominate an agent with an address in Hong Kong to accept service of any legal process in Hong Kong on my behalf, if requested to do so by Bridgeway. Such agent shall acknowledge in writing to Bridgeway its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on me. If I fail to so nominate, I agree that service of legal process on me shall be deemed to be due and sufficient if served on me by leaving it at or sending it by post to my address last known to Bridgeway.

## **18. DISCLOSURE OF CUSTOMER INFORMATION**

18.1 In order to assist me to meet my financial goals by providing products, services and support under and pursuant to the Terms, I agree that Bridgeway is permitted to collect public and non-public data and information, and access, view, use, share, process and store data and information, about me, our beneficial owners, partners, directors, officers or Authorised Signatory(ies), any Accounts and any transactions with Agents, counterparties, issuers of investments, vendors, purchasers and support service providers, which may be located in other countries outside Hong Kong, for purposes related to the servicing and operation of any Account, whether for purposes of effecting any cross border wire transfers or otherwise, and otherwise meeting my needs (which include processing instructions and generating confirmations, advices and statements); referring me to Bridgeway for products and services that you think meet my needs; maintaining accurate "know your customer" information; operating control systems and management information systems; operating prudently; conducting anti-money laundering analysis; marketing products and services; complying with tax, legal and regulatory obligations applicable to Bridgeway.

18.2 I agree that data and information relating to me, our beneficial owners, partners, directors, officers or Authorised Signatory(ies), any Account and any transactions may be transferred to, and used, processed and stored in jurisdictions outside Hong Kong, laws of which may not offer the same level of protection as the laws of the jurisdiction of the origin of the information. Data and information may also become subject to the legal disclosure requirements of other jurisdictions. I agree that Bridgeway are permitted to disclose data and information about me, our beneficial owners, partners, directors, officers or Authorised Signatory(ies) any Account and any transactions o (i) comply with any Applicable Laws, request or inquiry of or by any government, court, administrative or regulatory agency or commission, their governmental or regulatory authority, any self-regulatory body, any securities exchanges, or clearing bank (wherever situated), (ii) the Agents and any person whom Bridgeway outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider whether within or outside Hong Kong, engaged by Bridgeway to provide outsourced functions),

any person for purposes of wire transfers. Notwithstanding any other provision in the Terms, I hereby consent to the collection, storage and processing by Bridgeway, and their respective Representatives, wherever situated, including sharing, transferring and disclosing between them and to any relevant Authorities, of any Confidential Information in connection with the provision of any Service, for business development, data processing, statistical and risk analysis purposes, for operating prudently and for compliance with any Applicable Laws or as required by or for the purposes of any court, legal process, audit or investigation of any Authority. To the extent permissible by Applicable Laws, my consent shall be effective notwithstanding any applicable non-disclosure agreement and I acknowledge that Confidential Information may be transferred to jurisdictions which do not have strict data protection or data privacy laws. I represent that I have provided to and secured from any Related Party, my affiliates, Data Subject or other person regarding whom I have provided information to Bridgeway any notices, consents and waivers necessary to permit Bridgeway, their respective Representatives, and its and their Third Party Service Providers and Payment Infrastructure Providers to carry out the actions described in this clause. I further represent that I will provide such notices and secure such necessary notices, consents and waivers in advance of providing similar information to Bridgeway in the future and provide Bridgeway with proof thereof as so requested by you.

- 18.3 Bridgeway does not warrant the security of any information sent or transmitted by or to it through any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including short message service ("SMS")), and I accept the risk that such information may be accessed by unauthorised third parties and/or disclosed by Bridgeway and by its officers, employees or Agents to third parties purporting to be the intended recipient. Without prejudice to the foregoing, I acknowledge and agree that Bridgeway will transmit such information to the address or other relevant particulars specified by me, and that such information is not protected with encryption, password protection or any other form of security from disclosure to, or viewing or access by, unauthorised third parties. I accept the risk that such transmission of information may be viewed, received, accessed or disclosed to third parties other than the intended recipient(s).
- 18.4 Bridgeway and its employees, officers and directors shall not be liable for any Losses arising directly or indirectly in connection with any disclosure of information subject to this Clause 18 to third parties by Bridgeway in the course of its carrying out an Instruction transmitted by any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including SMS), where such disclosure arose out of Bridgeway's negligence or through physical or electronic interference by a third party. Without prejudice to the foregoing, I will not hold Bridgeway responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any Losses suffered or incurred by me or any third party as a result of any such access or disclosure, except and except only for any such loss or damage which results directly and solely from Bridgeway's fraud or wilful misconduct or gross negligence.
- 18.5 Unless otherwise notified in writing by me, I expressly agree and permit Bridgeway to send commercial electronic messages to me relating to Bridgeway's products and/or Services (i.e. either by way of electronic mail and/or SMS), which may be unsolicited and/or sent in bulk to Bridgeway's clients from time to time. The provisions of this Clause 18.5 shall constitute my consent for the purposes of the Unsolicited Electronic Messages Ordinance of Hong Kong or any equivalent Applicable Laws.
- 18.6 I represent and warrant that I have obtained the agreement and consent of all relevant persons, including our beneficial owners, persons under the trust, partners, committee members, directors, officers and Authorised Signatories to any disclosure of information relating to them under and pursuant to this Clause 18. Without prejudice to Clauses 18.1 to 18.5, I agree to the terms of, and that Bridgeway may collect, use and disclose information in the manner and for the purposes as described in the Circular, which is deemed to be incorporated into this Clause 18.6.

## 19. CONFLICTS OF INTEREST

- 19.1 Bridgeway offers a variety of portfolios and acts simultaneously for a large number of clients, as well as for its own account. Accordingly, conflicts of interest cannot be completely avoided and Bridgeway may at times have interest which conflict with those of its clients including myself. Accordingly, I acknowledge and accept that Bridgeway may (subject to Applicable Laws) among other things: a) be the issuer of any Investments, (b) combine my orders with its/their own orders or the orders of other clients, (c) make Investments or effect transactions for me through the agency of and/or with a counterparty which is a related organisation or a person otherwise associated with it/them; (d) have a position or a direct or indirect interest in any Investments or transactions even if the position is opposite to that taken by me, (e) have bought or sold any Investments or entered into any transactions as principal or for its/their other clients; (f) have other banking, advisory or any other corporate relationships with issuers whose Investments are held for my account or are purchased and sold for me, and its/their officers and directors may be officers and directors of such issuers; or (g) act as both my banker and trustee of a trust set up by me.
- 19.2 Bridgeway and any Agent appointed by Bridgeway shall be entitled to solicit, accept and keep, for its or their own account, commissions from any broker or any other sub-agent in respect of any business conducted with such broker or sub-agent by Bridgeway or such Agent on my behalf in accordance herewith. I understand, acknowledge and agree that:
- 19.3 Bridgeway may enter into agreements or arrangements with issuers, product providers or other persons in relation to products, services, investments or transactions which I may transact in through or with the assistance or involvement of Bridgeway;
- 19.4 when Bridgeway deals in, sells or otherwise makes available products, services, investments or transactions for me, Bridgeway, or some other person connected with any of them may (ii) have an interest, relationship or arrangement that is material (including acting as arranger, structure, selling agent or trustee) in relation to the products, services, investments or transactions concerned, (ii) be dealing as principal for its own account when dealing in the product, service, investment or transaction concerned with me; and/or (iii) be acting as agent or trustee or intermediary for the counterparty or issuer, or any of their respective agents; and
- 19.5 Bridgeway provides advice and other services to others whose interests may be in conflict or competition with mine, who may take positions opposite to mine or may be in competition with me to acquire the same or similar positions.
- 19.6 I understand that Bridgeway may in certain circumstances be the fiduciary of the Account. I further understand that if I utilise the credit services and choose to use loan proceeds to conduct further investment activity through Bridgeway, additional fees and/or revenue shall be payable to Bridgeway, resulting, therefore, in a conflict of interest. Any additional fees from further investment activity and the terms of any such transaction are disclosed in the documentation related to such activity. However, reporting for any such investment funded at my direction with loan proceeds from separate credit services from Bridgeway will not reflect the cost or effect of leverage on the performance of my Account. My decision to use loan proceeds to fund investment may subject my overall investment portfolio to a

higher risk profile. I hereby acknowledge such conflicts and by directing the loan proceeds for investment activity through Bridgeway, I hereby accept and waive such conflicts of interest.

- 19.7 I acknowledge and agree that when Bridgeway or some other person connected with any of them acts in any of the above capacities or in any other position of conflict, Bridgeway and/or its interests may or will be in conflict with my interests under any transaction or matter. I acknowledge and agree that when Bridgeway or some other person connected with any of them act in any of the above capacities or in any other position of conflict, Bridgeway may be remunerated accordingly and/or may make profits and/or receive fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise) from the counterparty or issuer or any other third party. I irrevocably and unconditionally consent to Bridgeway and/or some other person connected with any of them acting in such capacities or position of conflict and authorize Bridgeway and/or such other person to continue to act in such capacities or position in such circumstances and to enter into such transactions for me without prior reference to me and despite Bridgeway or such other person acting in such capacities or position of conflict. I confirm that notwithstanding any such conflict of interest and any remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise) which Bridgeway may make or receive in respect thereof, I will have no claim against Bridgeway for, I consent to the receipt by Bridgeway of, and Bridgeway shall be entitled to retain and shall, unless otherwise required by any applicable law, have no obligation to disclose to me or any other person (and I or such other person shall not be entitled to ask for disclosure of) the fact or amount of, any such remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise) arising from any such conflict (to the extent permitted by Applicable Laws). I also agree that Bridgeway will not be responsible or liable for any Losses which may result from any such conflict.
- 19.8 In addition, I accept, am aware of and consent to the payment by or to Bridgeway of remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages, whether financial or otherwise, arising from any introduction or referral services (whether or not the fact of such introduction or referral or the receipt or the amount of such benefit or advantage is not disclosed to me) or in respect of any specific transaction.
- 19.9 From time to time, Bridgeway may also enter into distribution arrangements with third party product providers ("Third Party Product Providers") to distribute their products ("Third Party Products") and such products may be offered to me by Bridgeway. I understand, agree and acknowledge that, to the extent permitted by Applicable Laws:
- 19.10 Bridgeway may offer, sell or otherwise provide, or arrange access to alternative products available from other product providers ("Alternative Product Providers") which are not Bridgeway products or Third Party Products ("Alternative Products");
- 19.11 Bridgeway shall not consider or check whether there are any Third Party Products available from Third Party Product Providers or any Alternative Products available from Alternative Product Providers on more favourable terms (including pricing) for me and I will satisfy myself as to the terms and prices that Alternative Product Providers may offer through third parties which may offer such products;
- 19.12 Where Bridgeway enters into a transaction as principal with me, Bridgeway may enter into one or more hedging transactions or other arrangements with a third party approved by Bridgeway in respect of the transaction with me. The terms of any such hedging transactions or arrangements, including the pricing and the identity of a counterparty, are in Bridgeway's discretion. Bridgeway may take into account such hedging transactions or arrangements in entering into or determining the terms (including pricing) of the transaction with me, the terms of which could have been more favourable for me in cases of hedging transactions or arrangements with a third party; and
- 19.13 Bridgeway may from time to time, respond to my requests to quote terms (including price) for a particular product. Where Bridgeway does so, it will respond on the basis of the products it is willing to provide at that time, and Bridgeway will not consider or check whether the quote is more advantageous to me than quotes or product terms offered to me or available from other financial institutions, and I will satisfy myself as to the terms and prices that a product provider, which is not Bridgeway, may offer
- 19.14 The Services provided by Bridgeway to me are nonexclusive and Bridgeway shall be under no obligation to account to me for any benefit received for providing services to others or to disclose to me any fact or thing which may come to the notice of Bridgeway in the course of providing services to others or in any other capacity or in any manner whatsoever.

## **20. INCAPACITY**

- 20.1 Any automatic disposal or standing instructions in respect of any Account will cease to have effect when Bridgeway receives notification in writing of my death, bankruptcy, insanity, incapacity or liquidation (or that of a joint account holder). In the absence of written notification, Bridgeway may deem any automatic disposal or standing Instructions in respect of any Account to have ceased effect if it becomes aware of my death, bankruptcy, insanity, incapacity or liquidation (or that of a joint account holder). In the event of my (or a joint account holder's) death, Bridgeway may (a) withhold any payment of monies or delivery of investments or operation of any Account for such time as Bridgeway considers appropriate or until Bridgeway has received satisfactory documentation including evidence of entitlement, an indemnity to Bridgeway for making such payment and evidence of payment of estate or other duty or tax in relation to such monies and Investments and/or (b) initiate interpleader or similar proceedings in the event of any conflicting claim.
- 20.2 My death, insanity or incapacity will not terminate any Account or any authority given to the Authorised Signatories or affect any Instructions until written notice of death, insanity or incapacity has been received by Bridgeway, provided always that Bridgeway may terminate any Account or deem that any authority given to the Authorised Signatories is terminated or any Instruction affected or disrupted if it otherwise becomes aware of my death, insanity or capacity.
- 20.3 Bridgeway will not be responsible for any Losses resulting from my disability or incapacity of whatever nature or that of my Authorised Signatories or representative or other third party.
- 20.4 The transfer by Bridgeway of any of my Investments and monies to my successors or their proxy or to the personal representative of my estate mentioned in any death or administrative documents presented to Bridgeway and satisfactory to it will free and release Bridgeway from all obligations, claims, suits and proceedings in connection therewith.
- 20.5 Bridgeway may debit the credit balance in any Account for the amount of all costs and expenses (including legal fees on a full indemnity basis) paid or incurred by Bridgeway or its Agents with respect to: any such Account (including its termination); or the transfer of the Investments and balance in such Account to my successor(s) or personal representative, the survivor(s) of a joint Account or any other person appearing to be legally entitled to such balance or Investments.

## **21. SUSPENSION AND CLOSURE OF ACCOUNT**

## NON DEFAULT

- 21.1 Bridgeway may at any time and for any reason whatsoever, without liability and without disclosing or assigning any reasons to me, in its discretion, suspend the operation of an Account or terminate and/or suspend any Service by giving me notice. Notwithstanding the foregoing, in the event of Force Majeure or the occurrence of any Extraordinary Event or circumstances where in Bridgeway's discretion it is not practical or possible to provide such prior notice, Bridgeway shall have the right to suspend the operation of an Account or terminate and/or suspend any Service without prior notice and without liability.
- 21.2 I hereby consent to the blocking of any payment or transaction with respect to my Account by Bridgeway where such payment or transaction would result in Bridgeway or their Third Party Service Providers or Payment Infrastructure Providers being in breach of any requirement under any legal requirement, similar agreement or Applicable Law.
- 21.3 Bridgeway may, at any time, terminate a transaction prior to its maturity date, and place the relevant funds in another Account of mine if it determines, in its discretion, that this is necessary or appropriate to protect or exercise any right of Bridgeway to combine Accounts, any right of set-off or any security interest.
- 21.4 If I choose to terminate an Account, I am required to give Bridgeway reasonable notice of termination or such other period of notice which Bridgeway may specify to me from time to time.
- 21.5 On termination of any Account and/or the suspension or termination of any Service, my Liabilities shall become immediately due and payable, all other rights, powers and remedies of Bridgeway shall become immediately enforceable and Bridgeway shall become immediately entitled to exercise any and all of the same.
- 21.6 I shall forthwith return to Bridgeway all unused cheques issued to me, failing which I shall, without limitation to the generality of Clause 12, indemnify Bridgeway for any costs or expenses arising or in connection thereto.
- 21.7 The closure of any Accounts and/or termination of any or all the Services shall not affect the provisions relating to indemnities and the rights, powers and benefits of Bridgeway set out in the Terms. Any security interest or set-off contained in any of the Terms or any other agreement, document or instrument or arrangement between Bridgeway and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations there under shall not be discharged until all my Liabilities and all (and not some only) of my obligations under the Terms have been discharged. No interest will be paid by Bridgeway on unclaimed balances from a closed account.
- 21.8 Bridgeway may discharge its entire liability with respect to the Account, subject to the release and discharge of any security created by me over any of the assets in the Account in favour of Bridgeway, by delivering: directly to me or for my account or to such person as specified by me in writing to Bridgeway, all Investments then in the Account; and to me by mail to my address last known to Bridgeway a draft or cheque in the currency of the Account without recourse to me as drawer payable to my order in the amount of the then credit balance in the Account together with such documents, if any, as may be necessary to transfer to me such claims as Bridgeway may have on such funds, in each case alter the discharge of all my Liabilities and payment of any amounts which are owed by me to Bridgeway in relation to any Account, any Services, any investments or transactions executed by Bridgeway for an Account

## DEFAULT

- 21.9 The following shall be a "Default":
- 21.9.1 I shall fail to comply with or observe any provision of the Terms or any other agreement, document or instrument or arrangement with Bridgeway or any other obligation owed to Bridgeway;
- 21.9.2 I shall die, become insane, be taken into custody, be incapacitated, or be declared incapable of administering my affairs;
- 21.9.3 I shall not have furnished any or any additional Collateral or reduced the amount of any Liabilities or, if, for any reason whatsoever, the Margin is not maintained or restored, after Bridgeway's request or as otherwise required or provided under the Terms or any other agreement, document or instrument or arrangement with Bridgeway;
- 21.9.4 any representation, statement or warranty (implied or otherwise) made by me in or in connection with the Terms or any other agreement, document or instrument or arrangement with Bridgeway shall prove to be incorrect, untrue or misleading in any material respect when made, or if Bridgeway reasonably believes that I have given Bridgeway any false information at any time;
- 21.9.5 it shall become illegal or impossible or be asserted by any central bank or other governmental authority to be illegal or impossible for me, or Bridgeway to perform any obligations or for Bridgeway to enforce any rights under any of the Terms or any other agreement, document or instrument or arrangement with Bridgeway;
- 21.9.6 I shall fail to pay when due, or on demand, any amount payable under any provision of the Terms, or any other agreement, document or instrument or arrangement with Bridgeway or under any agreement, document or instrument or arrangement with any creditor;
- 21.9.7 I shall in any way demonstrate to Bridgeway that I dispute or contest the validity or disclaim liability for, or ownership of, any transaction and/or any agreement, document or instrument or arrangement with Bridgeway under or in connection with an Account, for any reason whatsoever;
- 21.9.8 I shall generally not pay any of our debts as they become due, or shall admit our inability to pay our debts generally, or shall make, or take steps to make, any compromise or arrangement with our creditors or make, or take steps to make, a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against us (or any step is taken to institute such proceeding) or any order shall be made by any competent court or other appropriate authority or any step is taken for my bankruptcy, winding up, dissolution or liquidation, or for the appointment of a trustee in bankruptcy, liquidator, receiver, judicial manager or trustee for any part of our property, revenues or undertaking or any action is initiated or any step is taken for an action to be initiated for administration of a trust under Applicable Law;
- 21.9.9 any security is enforced or distress, execution, sequestration, attachment or other process is levied against any or all of my assets. Rights or revenues or those of any of our beneficial shareholders (in the case of a corporation);
- 21.9.10 any legal proceeding, suit or action of any kind whatsoever (whether criminal or civil, and including any bankruptcy, judicial management or other insolvency proceedings) is threatened, instituted or exists against me or any of our beneficial shareholders (in the case of a corporation) in any jurisdiction;
- 21.9.11 any dispute or proceedings arise between any of the persons holding any Account (where there is more than one such person), or amongst any of the shareholders (in the case of a corporation);

- 21.9.12 there shall be any Change of Shareholding or a change in my beneficial ownership;
- 21.9.13 there shall be any material adverse change in my financial position or other condition or that of any of our beneficial shareholders (in the case of a corporation) which in Bridgeway's opinion may affect our ability to comply with any of our obligations under the Terms or any other agreement, document or instrument or arrangement with Bridgeway;
- 21.9.14 I shall consolidate or amalgamate with, or merge into, or transfer all or substantially all of my assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity shall fail to assume all my obligations under the Terms or any other agreement, document or instrument or arrangement with Bridgeway;
- 21.9.15 there shall occur an event of default (howsoever described) under: a) any agreement, mortgage, indenture or instrument which shall result in any of my indebtedness or payment obligation becoming or being declared due and payable prior to the date on which it would otherwise become due and payable; b) any other agreement, document or instrument or arrangement with Bridgeway;
- 21.9.16 Bridgeway reasonably believes that I am or someone else (whether with my notice, consent or otherwise) is using an Account illegally or I have engaged in any illegal or suspicious activity;
- 21.9.17 Bridgeway considers it advisable or necessary to safeguard its interests under the Terms or any other agreement, document or instrument or arrangement with Bridgeway;
- 21.9.18 Bridgeway shall be unable to contact me at my address or contact details last known to it or I shall fail or refuse for any reason whatsoever to provide Instructions in respect of any request by Bridgeway or as required under any of the Terms, any agreement, document or instrument or arrangement between Bridgeway and me, within such timeframe as may be acceptable to Bridgeway in its discretion; or and for the avoidance of doubt, a Default would occur if any one of the above described events occurs to any person holding an Account which is a partnership account or, as the case may be, a joint account.
- 21.10 Without prejudice to any other right Bridgeway has under the Terms or any other agreement, document or instrument or arrangement with me or otherwise at law, at any time after the occurrence of a Default without notice to me and without demand:
- 21.10.1 Bridgeway may immediately suspend, cancel or terminate any or all Accounts, Services or contracts, agreements or transactions under or in connection with the Terms or any other agreement, document or instrument or arrangement with Bridgeway and/or entered into or effected with or from an Account, provided that for an Account maintained with Bridgeway Hong Kong, termination of the Account is to take effect only after Bridgeway gives notice to me at my last known address (unless such notice is not required by law);
- 21.10.2 any sums payable to Bridgeway in respect of my Liabilities, the Losses and under or in connection with any Investment, any transaction between Bridgeway and me and the relevant Services), including the whole or part of any fees or any other sums which are periodically payable (such amounts being correspondingly proportionate to the period which has elapsed prior to the date of termination), shall become due and shall be immediately paid to Bridgeway or, if so declared by Bridgeway, in its discretion, shall be payable by me on demand;
- 21.10.3 Bridgeway may apply any amounts of whatsoever nature standing to my credit or due to me (or any account holder where there is more than one account holder) from Bridgeway against any amounts that I (or any of us where there is more than one account holder) owe to Bridgeway (of whatsoever nature and howsoever arising, including any contingent amounts), or generally to exercise Bridgeway's rights of set-off, combination of accounts or consolidation against me (including under Clause 4). In this connection, Bridgeway may determine in good faith the net amount payable or receivable by Bridgeway (the "Net Amount") as a result of the cancellation or termination of any or all Accounts, Services or any contracts, agreements or under or in connection with the Terms or any other agreement, document or instrument or arrangement between Bridgeway and me and/or entered into or effected with or from the Accounts, calculated in the currency of the Account (or such other currency as Bridgeway may determine at its discretion) and will provide to me as soon as practicable after making such determination a statement showing, in reasonable detail, the Net Amount. In determining the Net Amount, Bridgeway may convert (whether actually or notionally) any amount to the currency of the Account (or such other currency as Bridgeway may determine in good faith) and at its discretion, the value of the Investments and the collateral (which determination and value shall be final and conclusive and binding on me) and may have regard to any costs, commissions, fees and expenses that would be incurred by Bridgeway in connection with realising any collateral and shall also take into account any amounts that became due and payable (or would have become due and payable) by me prior to such cancellation or termination. If the Net Amount represents an amount receivable by Bridgeway, I will pay the Net Amount to Bridgeway on the first Business Day after I receive notice of the Net Amount. If the Net Amount represents an amount payable by Bridgeway, Bridgeway will pay the Net Amount to me, If the Net Amount is owed by me to Bridgeway, it shall form part of my Liabilities;
- 21.10.4 Bridgeway may discharge its entire liability with respect to an Account by mailing to me to my address last known to Bridgeway a draft or cheque in the currency of that Account without recourse to me as drawer, payable to my order in the amount of the then credit balance in that Account together with such documents, if any, as may be necessary to transfer to me such claims as Bridgeway may have on such funds;
- 21.10.5 if Bridgeway has effected a transaction which extends beyond the date of cancellation or termination of the relevant Account, Bridgeway may, in its discretion, close out or complete such transaction and for such purpose retain sufficient funds to effect the same;
- 21.10.6 Bridgeway may close out, liquidate or realise any contractual positions or Investments held by it for or in connection with an Account;
- 21.10.7 Bridgeway may, at my cost and expense, transfer all my positions or Investments to me or such person as I may direct, provided always that Bridgeway will not arrange the transfer of the relevant positions or Investments as aforesaid until all my Liabilities and other obligations to Bridgeway shall have been fully discharged;
- 21.10.8 Bridgeway may cover positions by trading or entering into further transactions on my behalf;
- 21.10.9 Bridgeway may take such other action as a reasonably prudent person would take in the circumstances to protect Bridgeway's position;
- 21.10.10 Bridgeway may terminate a transaction prior to its maturity date, and (subject to the deduction of such break costs and/or the addition of such proportion of interest or other yield as Bridgeway may determine to have accrued) place the relevant funds in another Account of mine if it determines, in its discretion, that this is necessary or appropriate to protect or exercise any right of Bridgeway to combine Accounts, any right of set-off or any security interest;
- 21.10.11 without legal process or any other action, Bridgeway may, in its discretion, enforce any Security Document and liquidate, or

otherwise sell, or realise value from, the Collateral or any part thereof, at such price, on such terms (including timing), in such manner and with and through such person as Bridgeway deems appropriate and apply the liquidated amount or all money received by Bridgeway as proceeds of sale in or towards satisfaction of my Liabilities;

- 21.10.12 Bridgeway may effect any currency conversion, in a manner Bridgeway considers appropriate at its prevailing rate of exchange, in order to exercise any of its powers or rights in this clause;
- 21.10.13 Bridgeway may exercise any other power or right which Bridgeway may have under the law, in any of the Terms or any other agreement, document or instrument or arrangement between Bridgeway and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder; and/or
- 21.11 for such purpose and applying its set-off and lien rights in the Terms or any other agreement, document, instrument or arrangement between Bridgeway and me or to which it may be entitled under law, Bridgeway may, at its discretion and without any liability to me, realise or sell so much of the Collateral or take all such action as Bridgeway deems fit (including liquidation of the Collateral prior to its maturity, conversion of the same into other currencies or termination of any spot or forward exchange contract), and accordingly I irrevocably authorise Bridgeway to act on my behalf. Bridgeway is entitled to use its discretion in all aspects of any sale or liquidation of any or any part of the Collateral.
- 21.12 Any proceeds of enforcement of any Security Document, and any Collateral remaining after deducting all costs and expenses in connection with such enforcement and paying all Liabilities, all other amounts due hereunder and otherwise due from me to Bridgeway, shall be paid to me. In the event such proceeds are insufficient to cover such deductions and payments, I shall pay to Bridgeway forthwith upon demand the amount of any such shortfall.
- 21.13 I authorise Bridgeway to place the proceeds of liquidation, sale or realization of value of any Collateral and/or the enforcement of any Security Document to the credit of any suspense account with a view to preserving its rights to prove the whole of its claims against me. Bridgeway may, in its discretion, apply any or all of such proceeds to such suspense account, my Liabilities or any of my other obligations or liabilities as Bridgeway may from time to time conclusively determine.
- 21.14 On the termination of an Account, I shall forthwith return to Bridgeway all unused cheques issued to me, failing which I shall, without limitation to the generality of Clause 11, indemnify Bridgeway for any costs or expenses arising or in connection thereto.
- 21.15 if Bridgeway determines that there have been no transactions conducted by me in connection with an Account for an extended period, the duration of such period to be determined by Bridgeway from time to time in its discretion, Bridgeway may designate an Account as a dormant account (a "Dormant Account"). Bridgeway will give 14 days' prior notice to me when a charge accrues on a Dormant Account for the first time.
- 21.16 Upon the designation by Bridgeway of an Account as a Dormant Account, I acknowledge and accept that Bridgeway shall: (i) not be obliged to send any further statement of accounts to me, (ii) be entitled to impose charges in accordance with Clause 10 and (iii) be entitled to close such Dormant Account.
- 21.17 Notwithstanding the foregoing, the closure of an Account(s) and/or termination of all the Services shall not affect the provisions relating to indemnities and the rights, powers and benefits of Bridgeway set out in the Terms. Any security interest or set-off contained in any agreement shall not be discharged until all my Liabilities and all (and not some only) of my obligations under the Terms have been discharged. No interest will be paid by Bridgeway on unclaimed balances from a closed Account.

## **22. INVESTMENT SERVICES**

Provisions under the below section shall be applicable to Investment Services and which I may from time to time choose to utilise and, in the event of any inconsistency between the provisions of this section and the provisions of that other section, the provisions of that other section will prevail.

### GENERAL

- 22.1 All financial settlements resulting from dealings of the Investments shall be settled in and all interest, dividend, other payments, proceeds and distributions arising in respect of the investments shall be paid into an Account upon Bridgeway's receipt thereof and, where applicable, after taking into account any foreign exchange transaction or necessary withholding or deduction for the purpose of withholding tax, stamp duty, commissions or fees, and any applicable taxes etc.
- 22.2 I agree that Bridgeway shall not be liable to me or any persons for non-delivery of the Investments for whatever reasons and I shall bear all the risks arising there from, unless such non-delivery results solely and directly from Bridgeway's fraud or willful misconduct.
- 22.3 In carrying out the investment services, Bridgeway is authorised to exercise the following powers and act either by itself or through Nominees or Agents in its discretion without prior reference or notice to me:
- 22.3.1 To conduct all dealings functions hereunder so as to comply with all Applicable Laws including the constitution, rules, regulations and by-laws of any stock exchanges, clearing houses, securities trading or central depository systems or regulatory authorities which are now or hereafter become applicable to and binding upon Bridgeway, its Nominees or Agents in the location or market where any such dealing is executed. I hereby agree and acknowledge that each transaction undertaken for me under the Terms shall be subject to the rules, regulations, by-laws, customs and usages of the place of transaction, exchange market and clearing house and all Applicable Laws.
- 22.3.2 To comply with the provisions of any Applicable Law, now or hereafter in force which impose or purport to impose on a holder of any of the Investments a duty to take or refrain from taking any action in connection with any such investments or with any payment, distribution or monies payable in respect of any investments.
- 22.3.3 To utilise the services of any Agent of Bridgeway's choice. Where monies are payable in respect of any of the investments in more than one currency, to collect them in such currency as may be permissible by law and as Bridgeway may in its discretion determine.
- 22.3.4 Where monies are payable in respect of any of the investments in a currency other than the currency of the Account, to carry out any foreign exchange transaction at Bridgeway's or, as the case may be, the Agents' prevailing rates to convert the currency of the Account to such foreign currency payable in respect of such Investments and to make any necessary withholding or deduction as may be required by Applicable Law.
- 22.3.5 To charge me a gross commission (including any commission charged by an Agent) for any of the above Services.

- 22.3.6 Where any jurisdiction restricts foreign ownership of Securities or other Investments, Bridgeway shall have no duty to ascertain the nationality of the owner of the Securities or other investments or whether Securities or other investments deposited or received by me are approved for foreign or local ownership.
- 22.3.7 To set different daily transaction limits for different types of investments as Bridgeway deems appropriate without prior notification to me, I undertake to comply with any such transaction limits set by Bridgeway and any trading restrictions or position limits under Applicable Laws, including those imposed by any relevant exchange or market or clearing house, and irrespective of whether I trade through one or more banks or brokers. If any trading restriction or position limit is exceeded, Bridgeway is authorised to disclose my identity and my positions, and/or liquidate any of my positions, if Bridgeway is requested to do so by any regulatory authority, exchange, market or clearing house without any liability to Bridgeway.
- 22.3.8 To sell fractional shares or buy fractional shares to round up to a full share.
- 22.4 It is agreed that Bridgeway shall not be obliged to carry out any of my instructions in the event that Bridgeway is carrying out some other transaction with respect to the investments pursuant to its powers under the Terms.
- 22.5 Bridgeway and/or the Nominees may combine orders with its/their own orders, orders of associated companies and persons connected with it/ them and orders of other clients. I accept that combining orders with those of others may result in Bridgeway being able to obtain on some occasions a more favourable price, and on others a less favourable price, than if such orders had been executed separately.
- 22.6 When I purchase or deal in any investments I represent and warrant to Bridgeway that I am not subject to, and am not acting on behalf of any person who is subject to, any prohibition against, the purchase or dealing in any such Investments. I will also not request purchases, subscriptions or dealings in Investments unless eligible to do so under Hong Kong laws, or under the laws of the jurisdiction where I am domiciled, incorporated or otherwise registered or established or the issuer is formed or such investments are registered.

#### ORDERS AND INSTRUCTIONS

- 22.7 I agree that in carrying out my Instructions to effect any purchase or sale of any Security or other Investment, Bridgeway may act as principal, agent or broker in the transaction.
- 22.8 Bridgeway will effect orders for the acquisition of investments only if I have sufficient funds in the Account, or I have otherwise arranged in advance to make sufficient funds available, for such acquisition and related costs, expenses and amounts. Where I have placed several orders or instructions and there are insufficient monies to meet the resulting obligations, Bridgeway may in its discretion decide which of the orders or Instructions will be executed, irrespective of the order in which, or dates on which, Bridgeway received them. Bridgeway will only effect orders for the disposal of investments if such investments are in the Account free of all liens and encumbrances whatsoever. On receipt of any Instruction to sell Investments, Bridgeway shall be entitled to debit the relevant Account with the relevant investments on or at any time before completion of the said sale. I acknowledge that I shall not be entitled to withdraw or in any way deal with all or any part of such investments until completion of the said sale. The agreement of Bridgeway to enter into any transaction for an Account is subject to my giving any warranties and indemnities requested by Bridgeway in relation to such transactions. If there is any shortfall of funds, Bridgeway reserves the right to sell or liquidate the investments which I had contracted to buy at such price and in such quantities as Bridgeway may think fit and recover from me any Losses suffered or incurred by Bridgeway without any prejudice to any other right which Bridgeway may have against me. In the event that I do not own sufficient Investments which I have contracted to sell, Bridgeway reserves the right to buy in the investments and/or to recover the costs of such purchase, losses and penalty charges, if any, from me.
- 22.9 Any instruction for any transaction shall only be accepted if it is for execution on the day of Instruction and if it is received before such cut-off time as Bridgeway may from time to time prescribe. Where for whatever reason such Instruction has not been executed (or any unexecuted part of any such Instruction in the case of a partially executed Instruction), it shall be deemed to lapse at the relevant cut-off time on the expiry of the trading date specified in any such Instruction or if such trading date is not specified, the date on which the instruction is received. Any Instruction for any transaction for execution on the date of the Instruction must also be received before any relevant cut off time in respect of any relevant exchange or market, as determined by Bridgeway. All other Instructions shall be given so as to allow Bridgeway sufficient time within which to comply with such instructions. Bridgeway may at its discretion cancel open orders that have not been executed before the end of the third month following the date of their receipt by Bridgeway.
- 22.10 Bridgeway shall act on Instructions as soon as reasonably possible but shall not be liable for any Losses suffered by me by virtue of any delay in acting on any instruction or any partial completion of or failure or inability to act on any Instruction for whatever reason.
- 22.11 I agree that: (i) Bridgeway may execute any order received from me in a series of transactions over a period of time and report to me an average price for the transactions in the series instead of the actual price for each transaction; and (ii) if I choose to withdraw any order before execution is completed (and notwithstanding that Bridgeway did not inform me that my order has been partially executed), I shall remain liable for all trades which were done for the Account until Bridgeway accepts my withdrawal.
- 22.12 Unless notified otherwise, Bridgeway will act as my agent in entering into transactions and I will therefore be bound by all transactions entered into by Bridgeway for the Account. I agree that neither the relationship between me and Bridgeway as described in the Terms nor any other Service described in this section that Bridgeway provides to me shall give rise to any fiduciary or equitable duties on Bridgeway's part.

#### PAYMENT

- 22.13 The price of any investment, brokerage commissions, fees, taxes or stamp duty and other charges incurred in connection with the sale or purchase of Investment will be charged against any Account.
- 22.14 If the balance of any Account is insufficient for any payment hereunder. Bridgeway is authorized to debit any other Accounts.

#### INFORMATION

- 22.15 Bridgeway may from time to time make available to me reports, analysis or other materials and information in relation to investments. I represent, warrant and fully understand and agree that any such reports, analysis or other materials and information which is provided to me will be strictly for my own use and reference only and will not constitute an offer, or the solicitation of an offer, to me to purchase such investments nor investment advice regarding such investments;
- 22.16 Bridgeway is not obliged to provide me with any reports, analysis or other materials and information or any advice or recommendation and that all my Investments are made solely upon my judgment and at my discretion notwithstanding and without reliance on any reports.



analysis, materials, information, advice or recommendation Bridgeway may have provided to me;

- 22.17 If Bridgeway does provide such reports, analysis or other materials and information or any advice or recommendation, it is not provided as a service. Bridgeway shall not be liable for any Losses arising from or incurred by me in connection therewith or in connection with any representation, view, opinion or other statement by Bridgeway or any of its Agents, Nominees, directors, officers or employees; Bridgeway does not act as my adviser or fiduciary and I do not rely and have not relied upon Bridgeway or any such information, representation, advice, recommendation, view, opinion or other statement in making my investment decision; and Bridgeway shall not be responsible or liable for the accuracy and completeness of any such reports, analysis, the contents therein or other materials and information, the performance or outcome of any Investment made by me after receipt thereof nor any advice or recommendation, representation, view, opinion or other statement provided by Bridgeway, Nominees, and Agents and every director, officer, employee or agent of the foregoing, irrespective of whether or not such reports, analysis or other materials and information, or advice or recommendation, representation, view, opinion or other statement was provided at my request. Accordingly any risk associated with and any Losses suffered as a result of my entering into any investment are for my account and Bridgeway shall not be liable for any Losses in connection therewith.
- 22.18 I agree that I will make an independent analysis and decision with respect to all dealings with any investments, and every investment shall be deemed to be undertaken by me in reliance only upon my own judgment and not in reliance upon any views, representations, advice, recommendation, opinion, report, analysis, materials, information or other statements by Bridgeway or any of its Agents, Nominees, directors, officers or employees. I agree and acknowledge that I am aware that Bridgeway does not hold out any of its Agents, Nominees, directors, officers or employees as having any authority to advise me, and Bridgeway does not purport to advise me on the terms of, or any other matters connected with any investment.

#### COMMISSIONS AND REBATES

- 22.19 Bridgeway may purchase or sell any Investment for me at a single price or rate quoted to me, part of which includes Bridgeway's and the Agents' fees, charges or commissions, payment of which will be deducted from such price or rate. In addition, Bridgeway and the Agents shall be entitled and are authorised, without having to make prior disclosure to me, to accept for Bridgeway's or the Agents' sole benefit from any person engaged in the transaction any soft commissions, cash or money rebate, allowance or benefit as part of Bridgeway's or the Agents' own compensation. However this will only be done where permitted by and subject to any Applicable Laws.

#### **23. PERSONAL DATA PRIVACY**

- 23.1 Pursuant to the Personal Data (Privacy) Ordinance (the "Ordinance"), the following information is provided to you in connection with your dealings with and provision of data or information to Bridgeway. Please be aware that this statement replaces any notice or statement of similar nature that may have been provided to you previously. Bridgeway is committed to maintaining your personal data in accordance with the requirements of the Ordinance and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure and destruction.
- 23.1.1 From time to time, it is necessary for data subjects to supply Bridgeway with data in connection with various matters such as account opening or continuations, or provision of services to clients and other individuals. The kinds of data that may be collected includes, but is not limited to, name, contact details (including residential address, correspondence address, permanent address (if applicable), contact/mobile phone number, email address), occupation, country of birth, nationality, identity card, passport numbers, social security or national insurance numbers, country of tax residency, tax identification numbers and details of financial status.
- 23.1.2 Although it is not generally obligatory for a data subject to provide personal data, failure to supply such data may result in Bridgeway being unable to open an account or continue services to clients and various other individuals or comply with any laws or guidelines issued by regulatory or other authorities.
- 23.1.3 Data relating to the data subjects are collected or received by Bridgeway from time to time in the ordinary course of the continuation of Bridgeway's relationship with them, for example, when data subjects open account, write cheques, transfer funds, effect transactions, attend seminar/ events or generally communicate verbally or in writing by data subjects with Bridgeway.
- 23.1.4 The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with Bridgeway. They may comprise any or all of the following purposes:
- (i) the processing of applications for an account with and/or other financial services provided by Bridgeway;
  - (ii) enabling Bridgeway to ensure the daily operation of the services provided to the data subjects;
  - (iii) researching, designing and launching financial, investment, wealth management, securities, retirement and insurance services or related products for data subjects' use;
  - (iv) promoting and marketing services and products subject to your exercise of the opt-out right (please see further details in clause 23.1.10 below);
  - (v) providing alerts, newsletter and investment education materials requested/signed up by the data subjects;
  - (vi) designing and organising financial, investment seminars/events/forums;
  - (vii) designing and conducting surveys/questionnaires for client profiling/segmentation, statistical analysis, improving and furthering the provision of services by Bridgeway
  - (viii) meeting the disclosure, reporting and compliance requirements (including but not limited to tax reporting) under any laws or regulatory requirements (including local taxation authority) applicable to Bridgeway or any of its affiliates in Hong Kong or elsewhere from time to time;
  - (ix) complying with any law binding or applying to Bridgeway within or outside of Hong Kong existing currently and in the future, as well as any present or future contractual or other obligations or requirements with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities that is assumed by or imposed on Bridgeway by reason of its financial, commercial or business activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities;
  - (x) any purpose related to the administration of the products offered by Bridgeway or the data subject's participation therein;
  - (xi) enabling a potential purchaser of all or any part of the business or shares of Bridgeway to evaluate the transaction intended to be the subject of the purchase; and

(xii) purposes directly related or incidental to the above, including seeking professional advices.

#### 23.1.5 USE OF DATA IN DIRECT MARKETING

Bridgeway intends to use the data subject's data in direct marketing and Bridgeway requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details (including residential address, correspondence address, permanent address (if applicable), contact/mobile phone number, email address), products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by Bridgeway from time to time may be used by Bridgeway in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed in direct marketing:
  - (1) financial, investment, wealth management, securities, retirement, insurance and related services and products;
  - (2) reward, loyalty or privileges programmes, promotional offers and related services; and
  - (3) invitations to financial and investment seminars/events/forums.

23.1.6 Data collected may be maintained for such period as may be required under applicable laws or as otherwise needed to fulfill any of the purposes set out in clause 23.15 above.

23.1.7 Data held by Bridgeway relating to a data subject will be kept confidential but Bridgeway may provide such information to the following parties whether inside or outside Hong Kong for the purposes set out in clause 23.15:

- (i) the ultimate holding company of Bridgeway, its subsidiaries, representative offices and/or affiliates of Bridgeway;
- (ii) the service providers of Bridgeway including the registrar, transfer agent, the custodian, administrative service agent, share distributors, securities and investment service providers and the auditor of each products offered by Bridgeway;
- (iii) any agent, contractor or third party service provider who provides administrative, research, design, launch, telecommunications, printing, letter-shopping, mailing, computer, payment, securities clearing and settlement or other services to Bridgeway in connection with the operation of its business;
- (iv) the intermediaries of Bridgeway including third party financial institutions (e.g. banks, Independent Financial Advisors, insurers), third party product issuers, correspondent banks which may handle or process payment to/from data subjects;
- (v) the employees, officers, directors and agents of Bridgeway;
- (vi) any party to whom we are under an obligation to make disclosure by law, regulation (whether statutory or not), codes of practice, guidelines or voluntary arrangements binding on Bridgeway and its affiliates including, without any limitation, any applicable regulatory authorities/bodies, governmental authorities/bodies, industry recognized bodies such as future exchanges, fiscal and monetary authorities, securities associations, credit reference agencies, securities exchanges and tax authority of any jurisdictions (whether within or outside of Hong Kong),
- (vii) (1) Bridgeway's group companies; and (2) external service providers (including but not limited to printing houses, mailing houses, telecommunication companies, public relation companies, advertising agency, telemarketing companies, data processing companies, storage companies, call centres, market research firms, and information technology companies), that Bridgeway engages for the purposes set out in paragraph

23.1.8 Under the Ordinance, any individual has the right:

- (i) to check whether Bridgeway holds data about him or her, and of access to such data;
- (ii) to require Bridgeway to correct any data relating to him or her which is inaccurate;
- (iii) to ascertain Bridgeway's policies and practices in relation to data and to be informed of the kind of personal data held by Bridgeway
- (iv) to object to the use of his/her personal data for marketing purposes and Bridgeway shall not use his/her personal data for marketing purposes after he/she communicates his/her objection to Bridgeway.

23.1.9 In accordance with the terms of the Ordinance, Bridgeway has the right to charge a reasonable fee for the processing of any data access request.

23.1.10 You may exercise your opt-out right by notifying Bridgeway if you wish to object to the use of your personal data for direct marketing purposes. The person to whom such objections, requests for access to data, correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:

The Data Protection Officer / Compliance Officer  
Bridgeway Prime Shop Fund Management Limited  
Rm 1502-3, 15/F, New World Tower I,  
16-18 Queen's Road Central, Hong Kong

23.1.11 Nothing in this statement shall limit the rights of the data subject under the Personal Data (Privacy) Ordinance.