

INTRODUCTION

This Margin Financing Agreement is supplemental to the Customer Agreement signed between you and SoFi Securities (Hong Kong) Limited ("SoFi HK") and this annexure shall form part of the Customer Agreement. The definition adopted in the Customer Agreement shall have the same meaning in this agreement unless stated otherwise.

Unless there is written approval from SoFi HK, the credit facilities that SoFi HK from time to time provided to you ("Margin Loan") pursuant to your request is subject to the following terms and conditions (hereinafter referred to as "Agreement"):

PART A INTERPRETATION AND DEFINITIONS

1. DEFINITIONS

Account

references to "Account" in the Customer Agreement is deemed to include the Margin Account as established pursuant to this Margin Financing Agreement;

Agreement

means this Margin Financing Agreement between you and SoFi HK as may be varied, amended or supplemented from time to time;

Collateral

means all monies and securities of yours which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by SoFi HK or its associates or nominees, or transferred to or held by any other person in circumstances where SoFi HK accepts the same as security for your obligations under the Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of SoFi HK or its associates from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such securities or additional or substituted securities);

Collateral Requirement

means any requirement on you to maintain Collateral in accordance with Clause 2.0.3;

Margin Limit

means the maximum amount of Margin Loan that SoFi HK will grant you irrespective of the amount of your Collateral and Margin Ratio;

Margin Loan

means the revolving credit facilities to be made available from time to time by SoFi HK to you subject to the provisions of this Agreement, and the specific terms agreed between SoFi HK and you from time to time and includes all the aggregate liability of yours (whether present or future, actual or contingent, joint or several) to SoFi HK under the facilities or otherwise at any relevant time;

Margin Ratio

means the percentage of the Market Value of the securities Collateral up to which you are permitted to borrow (or otherwise to secure other forms of financial accommodation) from SoFi HK against the securities Collateral;

Marginable Value

means the amount equal to the Collateral value multiplied by the Margin Ratio;

Market Value

means in respect of any particular securities at any given time, the Market Value which SoFi HK determines in its absolute discretion, could be obtained by it on a sale of such securities at such time and in such market on which securities of the same type are normally dealt.

PART B GENERAL

2. MARGIN FINANCING

2.0 Margin Account

- 2.0.1** You authorize SoFi HK to open and maintain one or more accounts in your name, and through these accounts SoFi HK shall provide you with Margin Loan ("Margin Account"). SoFi HK may, in its absolute discretion, permit you to acquire or subscribe for certain securities without the full receipt of the funds required for the transaction or provide funds to you for your continuous holding of certain securities subject to the maintenance with SoFi HK of such form and amount of Collateral as required under the Marginable Value and upon such other conditions that the company may specify.
- 2.0.2** In relation to the Margin Loan, SoFi HK are empowered to obtain from the Margin Account any Amount Outstanding owing from you to SoFi HK for any of your transactions. You will not be permitted to draw any amount pursuant to this Margin Financing Agreement without SoFi HK's prior approval.
- 2.0.3** You agree to comply with the following terms:
- (i) The amount of any transaction utilized by you under the Margin Loan must not exceed the Marginable Value.
 - (ii) You will maintain at all times Collateral in the form and amount that SoFi HK asks. This includes additional Collateral to meet the Collateral Requirement for the relevant securities.
 - (iii) The Collateral that SoFi HK may ask for may include cash deposits, securities and/or other assets. SoFi HK will apply the Margin Ratio or haircuts to the Collateral to determine the Marginable Value. You acknowledge and agrees that SoFi HK may value the Collateral at an amount less than its full market value.
 - (iv) SoFi HK is entitled to change the Collateral Requirement, and the form, the Margin Ratio and haircut (if any) applicable to, any Collateral at any time. You acknowledge that:
 - (a) A change in the Collateral Requirements for an existing position may result in a Margin Call, because of the effect this may have on your ability to comply with the Collateral Requirement; and
 - (b) SoFi HK may, in certain market conditions, effect an immediate change in Collateral Requirements and you waive any right to object on the grounds that any change is unreasonable.
- 2.0.4** You shall comply with the regulations SoFi HK from time to time issue to you in relation to the Margin Loan, including but not limited to the requirements of securities and related information that requires your or other person's signatures. You will be informed of such regulations from time to time, but such regulations may at any time without prior notice be changed.

2.1 Margin Limit

- 2.1.1** SoFi HK may grant you Margin Loan of such amount up to the Margin Limit as may be notified to you from time to time. The Margin Limit available to you and the Margin Ratio may be varied by notice by SoFi HK from time to time. Notwithstanding the Margin Limit as notified to you, SoFi HK may at its discretion extend Margin Loan to you in excess of the Margin Limit and you agree that you shall be liable to repay the full amount of any Margin Loan given by SoFi HK.
- 2.1.2** You acknowledge that any Amount Outstanding under the Margin Loan and all other moneys and sums owing from you to SoFi HK exceed the Margin Limit may resulted in a Margin Call.
- 2.1.3** SoFi HK is entitled to change the Margin Limit at any time. You acknowledge that a change in the Margin Limit may result in a Margin Call and you waive any right to object on the grounds that any change is unreasonable.

2.2 Collateral

2.2.1

In consideration of SoFi HK's granting or continuing to make available the Margin Loan from time to time to you, you, as beneficial owner, hereby charge to SoFi HK as continuing security for the punctual payment to SoFi HK on the respective due dates of all Amounts Outstanding under the Margin Loan and all other moneys and sums, including interest payable and all reasonable expenses incurred arising from the execution and protection of this agreement, due or owing from you to SoFi HK (no matter it is actual or contingent), all your rights, title and interest in and to the securities at any time hereafter and from time to time in your Margin Account, together with all dividends or interest paid or payable on or in respect of any of such securities and all accretions thereto by way of bonus, distributions, options, rights or otherwise accruing or offered at any time hereafter (the "Charged Amount"), until all the Amounts Outstanding owing from you to SoFi HK have been fully repaid to SoFi HK.

2.2.2

At all material time, the form and the value of the Collateral must first be approved by SoFi HK, before you can obtain the Margin Loan, and you are required to comply with SoFi HK's formula laid down by SoFi HK issued from time to time in relation to the availability of the Margin Loan to you.

2.2.3

The Collateral provided above are ongoing and additional Collateral, and can be executed without any influence of other Collaterals in relation to the Margin Loan. Any restrictions to the consolidation of the Collaterals shall not apply to this Collateral.

2.2.4

Without SoFi HK's consent, you may not realize, dispose of or otherwise deal with all or any Collateral in your Margin Account.

2.2.5

If you use or intend to use all or any part of the sum of the Margin Account to create or intend to create any charges (whether fixed or floating), or if anyone implements or intends to implement any legal process in any form on the Margin Account, in accordance with the charge mentioned under Clause 2.2.1 above, the Margin Account may in any respect become a floating charge, SoFi HK shall have the right without notification to you to treat this as if a fixed charge automatically.

2.2.6

For the avoidance of doubt, only cleared funds deposited into and available in the Margin Account shall be taken into account in determining the Amount Outstanding under the Margin Loan and whether you have satisfied the Margin Call under Clause 2.3 of this Agreement.

2.3 Margin Call

2.3.1

You shall on demand from SoFi HK to make payments of deposits or Collaterals in monies, securities and/or other assets in such amount and in such form into a designated account and within such time as specified by SoFi HK ("Margin Call"), if the Collateral does not, in SoFi HK's absolute discretion, satisfy each applicable Collateral Requirement.

2.3.2

For the purpose of a Margin Call, SoFi HK shall use its best endeavors to contact you promptly by phone on the telephone numbers indicated by you and registered with SoFi HK and/or by sending to you a Margin Call notice by post, fax, email, SMS, mobile app notification or otherwise. You agree that it shall be deemed properly notified of the Margin Call even if SoFi HK fails to contact it by phone or you fail to receive the written notice.

2.3.3

Notwithstanding Clause 2.3.2, in the event that it is, in the sole opinion of SoFi HK, impracticable for SoFi HK to notify you of the Margin Call including, but without limitation, if the impracticability is due to a change or development involving a prospective change:

- (i) in the local, national or international monetary, financial, economic or political conditions which has resulted or is in the opinion of SoFi HK likely to result in a material or adverse fluctuation in the stock market in Hong Kong and/or overseas; or
- (ii) which is or may be of a material adverse nature affecting the condition or operations of you,

SoFi HK may, in its sole and absolute discretion, take any action under Clause 2.4.2 at any time after the occurrence of such change or development without providing notice to you.

2.3.4 You should ensure that you are in a position to receive any communications from SoFi HK in relation to Margin Calls and to act promptly and within the time limits as specified by SoFi HK and you agree to use best endeavors to manage the Margin Loan to avoid a Margin Call and if at any time a Margin Call does occur and either SoFi HK does not provide notice or does not require action to be taken under Clause 2.3.2:

- (i) It is not a waiver of SoFi HK's rights, nor is it a waiver of SoFi HK's right to exercise these rights at any time; and
- (ii) SoFi HK is not obliged to take any action to stop or limit your loss by exercising SoFi HK's rights under this Agreement.

2.3.5 A Margin Call must be satisfied by taking on or more of the following actions within 1 hour following the time at which SoFi HK notifies you of the Margin Call, or within such other time frame SoFi HK specifies in the Margin Call by:

- (i) repaying some or all of the Amount Outstanding;
- (ii) providing SoFi HK with additional Collateral in a form and currency acceptable to SoFi HK;
- (iii) subject to SoFi HK's consent, arranging to sell, dispose of or redeem in any manner and method some or all of the assets forming part of the Collateral (with the proceeds being used to reduce the Amount Outstanding);
- (iv) taking any other steps SoFi HK considers necessary.

So that the Collateral Requirement has been fulfilled and that any Amount Outstanding does not exceed the Margin Limit.

2.3.6 If at any time a Margin Call does occur, SoFi HK has the right to choose, in its absolute discretion, without notice to or consent from you to close-out some or all of your open orders.

2.3.7 Any failure by you to comply with above clauses under Clause 2.3 of this Margin Financing Agreement will constitute an Event of Default under Clause 31.2 of the Customer Agreement.

2.4 Disposal of Collateral

2.4.1 If an Event of Default occurs, SoFi HK shall have the right to execute the Collateral under this Agreement without issuing demand, notice, legal formula or taking any other action, and retain or use all or any part of the assets in the Margin Account or any other accounts of yours in SoFi HK (regardless of any currency units), so as to repay such debts, and SoFi HK shall not be liable for any losses arising from such retention or use.

2.4.2 If you fail to comply with any notice issued by SoFi HK for repayment of any Amount Outstanding or fail to comply with any terms of this Agreement, SoFi HK shall have the right to liquidate or sell all the Collaterals without prior notice to you pursuant to this Agreement.

Where a Margin Call is not satisfied in accordance with Clause 2.3.5 or an event prescribed by Clause 2.3.3 takes place, SoFi HK has the right to choose, in its absolute discretion, without notice to or consent from you, to:

- (i) take such actions as it may choose in SoFi HK's absolute discretion to reduce any Amount Outstanding owing from you to SoFi HK, including reducing and/or closing-out some or all of your open orders and/or positions, and/or arranging to sell, dispose of or redeem in any manner and method some of all of the Collateral secured in SoFi HK's favor by any security or otherwise forming part of the Collateral, including but not limited to execute the force liquidation via either the stock exchange market or the over-the-counter market, (with the proceeds being used to reduce any Amount Outstanding);
- (ii) exercise SoFi HK's right of set-off and combine all amounts in any Account against your obligations;

- (iii) terminate this Agreement without a prior notice; and/or;
- (iv) take such other steps as SoFi HK considers necessary.

2.4.3 In the event of any sale or liquidation pursuant to Clause 2.4.2, SoFi HK will exercise its own judgement in determining the time and price to sell or dispose of the Collateral or any part thereof and SoFi HK shall not be responsible for any loss occasioned thereby.

2.4.4 You undertake to pay SoFi HK any deficiency if the net proceeds of liquidation shall be insufficient to cover all the outstanding balances owing by you to SoFi HK.

2.5 Interest and Repayment

2.5.1 You shall be liable for any arrears and all daily interest due to such arrears, and the interest rate and payment shall be in the form as notified by SoFi HK from time to time.

2.5.2 Unless and until rebutted, a certificate issued by SoFi HK from time to time shall become the final evidence on the amount of the Charged Amount.

2.5.3 You shall at any time repay all the principal and interest of the Margin Loan, notwithstanding that this shall without prejudice to such right, power and indemnity granted to SoFi HK under any securities documents or other information that you have provided to SoFi HK.

2.5.4 Margin Loan can be repaid at any time. On the condition of its availability and within the constraints of this Agreement, any repaid amount can be re-borrowed again.

2.5.5 In relation to the Charged Amount, any repayments to SoFi HK by you can be used to repay any Amount Outstanding to SoFi HK, and such repayments can be deposited in any Account designated by SoFi HK so as to protect SoFi HK's rights or provide indebtedness statement to such Charged Amount.

2.5.6 In addition and without prejudice to any general liens or other similar rights which SoFi HK may be entitled under law or this Agreement and subject to applicable rules and regulations. SoFi HK at any time without notice to you, may combine or consolidate any or all accounts, of any nature whatsoever and either individually, corporate or jointly with others, with SoFi HK and SoFi HK may set-off or transfer any monies (in any currency), securities or other property in any such accounts to satisfy obligations or liabilities of you to SoFi HK, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

2.6 Attorney

2.6.1 You shall irrevocably appoint SoFi HK as your attorney to execute any document or take any action that SoFi HK think appropriate within the power and rights provided in this Agreement without your consent. You shall also at SoFi HK's request execute such documents and take such action that SoFi HK think appropriate to enable SoFi HK to exercise the rights and powers under this Agreement.

2.6.2 In relation to any securities in the Account, SoFi HK shall have the discretion to:

- (i) register in your name;
- (ii) register in the name of SoFi HK's company or associates (as defined in the Securities and Futures Ordinance); or
- (iii) deposit in the designated account provided by SoFi HK or SoFi HK's bank or any other authorized institutions or securities dealer under other applicable laws and regulations that can provide safe custodial facilities.

2.6.3 SoFi HK shall have the right at any time to open or to continue to maintain any new or existing account in your name, provided that it shall not affect your obligations in relation to the new account's transaction, receivables or payments.

2.7 Standing Authority (Client Securities)

2.7.1 Unless otherwise defined, all the terms used in this authorization shall have the same meanings as in the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) (the "Securities and Futures Ordinance") and the Securities and Futures (Client Securities) Rules (Cap 571H of the Laws of Hong Kong) as amended from time to time.

This instruction authorizes SoFi HK to have the right at any time without prior notice to you:

- (i) apply any of your securities or securities collateral pursuant to a securities borrowing and lending agreement;
- (ii) deposit any of your securities collateral with an authorized institution and / or securities dealer as collateral for financial accommodation provided to SoFi HK;
- (iii) deposit any of your securities collateral with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of SoFi HK's settlement obligations and liabilities.

This authority is given to SoFi HK in consideration of its agreeing to continue to maintain one or more Margin Account(s) with SoFi HK.

2.7.2 The term of your consent contained in this clause 2.7.1 shall be for a period of twelve months from the date on which you agree to be bound, and may be renewed or shall be deemed to be renewed upon its expiry date for a further period of twelve months if SoFi HK issues client a written reminder/notice at least fourteen (14) days prior to the expiry date of this authority, and you do not object to such deemed renewal before such expiry date. You may withdraw your such consent by giving not less than seven days' prior written notice to SoFi HK but in such a case, you shall have already released all your obligations to repay any balance to SoFi HK.

2.8 Credit Information

You agree and authorize SoFi HK to exchange credit information about you with other institutions such as, without limitation, authorized financial institutions and credit reference agencies, for verification purposes. You acknowledge and agree that SoFi HK may obtain credit reference and other information, including personal data, from any financial institution with which you maintain any settlement account for the purposes of this Agreement, and any other entity or person which you nominate as a reference.

2.9 Termination

2.9.1 Without prejudice to SoFi HK's other rights or claims under this Agreement, this Agreement shall continue in effect until terminated by you giving not less than seven (7) days prior written notice to SoFi HK.

2.9.2 SoFi HK shall have the right to execute this Agreement, notwithstanding your bankruptcy, insolvency, liquidation, winding up or any other reason you shall return any amount of the Charged Amount you paid to SoFi HK, as if it has not yet been so repaid.

2.9.3 Termination of this Agreement shall not affect any outstanding orders or any legal rights or obligations which may already have arisen.

2.9.4 Notwithstanding Clauses 2.9.1, you shall have no right to terminate this agreement if you have open positions or outstanding liabilities or obligations.

2.9.5 SoFi HK shall have the overriding right to demand for immediate repayment by at any time. SoFi HK shall have the right to terminate the Margin Financing without prior notice to you at any time.

3.0 Amendment

- 3.0.1** To the extent permitted by law, SoFi HK may from time to time amend or supplement (whether by the addition of schedules to this Agreement or otherwise) any of the terms and conditions of this Agreement by notifying you in accordance with Clause 24 in the Customer Agreement. If you do not accept the same, you may terminate this Agreement in accordance with Clause 2.9.1 under this Agreement by notifying SoFi HK in writing within seven (7) days from your receipt or deemed receipt of the notice in accordance with Clause 24 in the Customer Agreement. If you do not terminate this Agreement within such time or if you continue to operate your Account after your receipt or deemed receipt of notice of the amendment or supplement, you will be deemed to have accepted such amendment or supplement and will continue to be bound by this Agreement as so amended or supplemented.
- 3.0.2** Subject to the foregoing, no provision of this Agreement may be amended or supplemented unless agreed to in writing signed by an authorized officer of SoFi HK.

PART C RISK DISCLOSURE

Risk of Margin Trading

You acknowledge and agree that:

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with SoFi HK. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional collateral deposits or interest payments. If the required collateral deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent.

You should closely monitor your positions, as in some market conditions SoFi HK may be unable to contact you or provide you with sufficient time to make the required deposits, and forced liquidation may be necessary. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

Risk of Collateral Repledging

You acknowledge and agree that:

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

If your securities or securities collateral are received or held by SoFi HK in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply. Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if SoFi HK issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

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

If you give the Client Securities Standing Authority set out under Clause 2.7, and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although SoFi HK is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral. A cash account not involving securities borrowing and lending is available from SoFi HK. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

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