

## INTRODUCTION

This Robo Advisory 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 robo advisory service that SoFi HK from time to time provided to you ("Robo Advisory Service") pursuant to your request is subject to the following terms and conditions (hereinafter referred to as "Agreement"):

## PART A INTERPRETATION AND DEFINITIONS

### 1. DEFINITIONS

#### **Robo Account**

references to "Account" in the Customer Agreement is deemed to include the Robo Advisory Account ("Robo Account") as established pursuant to this Robo Advisory Agreement;

#### **Agreement**

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

#### **Model Portfolio**

means the model of an investment composed of a group of ETFs which are determined by SoFi HK.

#### **Portfolio**

means an investment composed of a group of ETFs and credit / debit balance in any of your Robo Account which are designed to follow the performance of the Model Portfolio.

#### **Rebalance**

means a chain of actions to adjust Portfolio to match the position of the Model Portfolio.

## PART B GENERAL

### 2. SERVICE

- 2.1 The Robo Advisory Service aim to intelligently assist you to achieve your investment goals by ascertaining, advising, monitoring, adjusting and optimizing the suitable investment Model Portfolios made up of Exchange listed exchange traded funds ("ETFs"). SoFi HK will provide the scope of services described herein on the terms and conditions described herein.
- 2.2 You understand and acknowledge that the Robo Advisory Services provided by SoFi HK is not a assets management service. You should be aware that the Robo Advisory Services do not provide comprehensive financial planning.
- 2.3 You agree and appoint SoFi HK to execute on your behalf to buy, sell, and otherwise effect investment transactions in accordance with your instructions to cause the Robo Account to follow the Model Portfolio. SoFi HK may recommend you to Rebalance the ETFs and the proportions in which they are held in your Robo Account by selling excessive or buying additional quantities of ETFs. You understand and agree that you have the absolute right to not follow SoFi HK's recommendation such transactions may affect the market value of the Robo Account, and any transaction executed is taken at your own risk for your own account. SoFi HK accepts no liability for any loss or damage arising directly or indirectly from the reliance on SoFi HK's recommendation.

### 3. ELIGIBILITY

The Robo Advisory Service is intended solely for SoFi HK brokerage account holders. By accessing or using the Robo Advisory Service, you represent and warrants that

- (i) You are maintaining or will simultaneously open a securities trading account ("Brokerage Account") as established pursuant to the Customer Agreement that is outside the scope of the Robo Advisory Service; and
- (ii) You agree to and execute the Consent (to be defined hereafter) for the Robo Advisory Service; and
- (iii) You understand that the Robo Advisory Service will be executed in the Robo Account.

### 4. SUITABILITY ASSESSMENT

- 4.1 SoFi HK makes available to you the Robo Advisory Service and assess the suitability of recommendation based on the information you have provided such as your age, risk appetite, knowledge and experience of investing, financial situation and investment objectives etc. You undertake as an ongoing obligation to provide SoFi HK with updates of

such information as well as other information that he provided in your Account Application and to inform SoFi HK as according to clause 29.6 under the Customer Agreement if there is any change.

- 4.2 SoFi HK will ask you to review and update (if needed) your suitability assessments result on every 12 months. Failure to provide up-to-date information may have impact on the ability of SoFi HK to provide the Robo Advisory Service to you. You are advised that in case SoFi HK receive no request for any update, your previous profile and relevant suitability assessments result on record will continue to be used.
- 4.3 You will only receive recommendation for Model Portfolios which aligns with your suitability assessment result.
- 4.4 You acknowledge and agree that any subsequently amendment request from you on the information you have previously provided and hence the suitability assessment result, will not affect the Rebalancing recommendation of any Robo Account created previously. The suitability assessment of the Rebalancing recommendation is based on the result at the time when the Robo Account is created and remain unchanged upon the amendment request. However, SoFi HK may not permit any additional deposit Initiated by you, to be invested in the relevant Robo Account if they are no longer aligns with your suitability assessment result and risk profile, except for any monthly recurring deposit that you have previously setup before such amendment request.
- 4.5 The suitability assessment and the results are for your reference only and should not be construed as an offer to sell, or a solicitation for an offer to purchase any securities or services. SoFi HK and its Affiliates accept no responsibility or liability for the accuracy or completeness of the information provided in the suitability assessment and the results. The assessment is not a comprehensive financial tool and is not a substitute for independent professional advice.

## **5 MODEL PORTFOLIO**

- 5.1 The Model Portfolios composed of ETFs ranging from 0% to 100% (in terms of the market value of each of the individual ETFs compare to whole portfolio) (the "Allocation").
- 5.2 You understand and agree that the Robo Account will be managed by you, the Model Portfolios will be formulated and monitored solely by SoFi HK. SoFi HK will recommend you the available Model Portfolios according to your suitability assessment result and also execute trading instructions to cause the Robo Account to follow the model portfolio on behalf of you.
- 5.3 You agree that you may instruct SoFi HK to increase or decrease the investment amount of your Portfolio, subject to the restrictions set by SoFi HK from time to time, including but not limited to the following requirements:
  - (i) You can decrease the investment amount of the Portfolio by selling the ETFs and withdrawing the sales proceeds and any remaining credit balance to your Brokerage Account, only at the time when the market value of assets in your Robo Account at the material time is equal to or above US\$100 to the extent that the amount of the decrease instruction should not be less than US\$10 and the remaining assets value is not simultaneously less than US\$100 and more than US\$0.
  - (ii) If at any material time when the value of assets in your Robo Account at that time is less than US\$100, to decrease the investment amount of the Portfolio, you can only give instruction(s) to SoFi HK to liquidate all the positions held in your Robo Account and transfer the sales proceeds and any remaining credit balance to your Brokerage Account.
  - (iii) You can increase the investment amount of the Portfolio by transferring money from your Brokerage Account and buying additional quantities of ETFs to the extent that the amount of the increase instruction should not be less than US\$10 and the remaining assets value in your Robo Account is not less than US\$100.
  - (iv) You can increase the investment amount of the Portfolio by setting up monthly recurring deposit to your Robo Account and buying additional quantities of ETFs. SoFi HK will request the deposit in HK dollars from your bank account in the middle of the month. You understand and agree that SoFi HK will automatically convert the monthly recurring deposit into US dollars on behalf of you, once they are deposited into your Robo Account. You have to make sure that there is sufficient credit balance in your bank account at the time when SoFi HK make such request, or else the recurring deposit of that month will be cancelled automatically.
- 5.4 You understand and agree that a group of constituent securities within the Model Portfolio cannot be changed by you, but you have the absolutely right to opt out from the Robo Advisory Service and transfer all ETFs to your Brokerage Account whereby you can effect any purchase and sales just like any other securities within the Brokerage Account.
- 5.5 You understand and agree that SoFi HK shall, based on its own decision and the prevailing market prices, translate orders placed on behalf of you in terms of HK or US Dollars to a corresponding number of whole shares or fractional shares for purposes of executing orders on the market and thereafter maintaining the Allocation in the Robo Account.
- 5.6 You acknowledge there may be scenarios whereby your Portfolio may not be held exactly the same as the Allocation but will be controlled, based on SoFi HK's recommendation, within a narrow range of the Allocation. You agree that SoFi HK

will not be held responsible for any losses or other consequences as a result.

- 5.7 You accept and agree that at the time when you contribute to any of your Robo Account additional capital and/or monthly recurring deposit pursuant to your instructions, the additional investment(s) will follow the then Allocation as recommended by SoFi HK. You understand and agree that such subsequent change of parameters as requested by you is under the same investment whereby positive confirmation has already been sought from you.
- 5.8 You acknowledge and agree that all dividends entitled by the Robo Account will be distributed to your Robo Account within SoFi HK and will be reinvested upon receipt, subject to the Allocation, unless you have advised SoFi HK in a reasonable time before such receipt in writing election to take income. The additional investment(s) will follow the then Allocation as recommended by SoFi HK.

## 6 INVESTMENT METHODOLOGY

- 6.1 There are totally 5 Model Portfolios which are well diversified and are construct on a combination of various assets allocations between Equity, Fixed Income and Gold to modify risk level.
- (i) Conservative Model Portfolio: Equity (0%), Fixed Income (90%), Gold (10%)
  - (ii) Moderately Conservative Model Portfolio: Equity (30%), Fixed Income (62.5%), Gold (7.5%)
  - (iii) Moderate Model Portfolio: Equity (60%), Fixed Income (35%), Gold (5%)
  - (iv) Moderately Aggressive Model Portfolio: Equity (80%), Fixed Income (17.5%), Gold (2.5%)
  - (v) Aggressive Model Portfolio: Equity (100%), Fixed Income (0%), Gold (0%)
- 6.2 The investment methodology is to use low expense ETFs to build globally diversified Portfolios.
- (i) For Equity allocation, it is using an adjust market size approach on large and middle market capitalization stocks across developed and emerging markets, including but not limited to US Equity, Europe Equity, Asia and Emerging Market Equity.
  - (ii) For Fixed Income allocation, it is invested in substantial portion of United States investment grade bonds and small portion of high yield bonds and inflation protected United States treasury bonds.
  - (iii) For Gold allocation, it is invested in ETF(s) that seek to reflect the performance of the price of gold.
- 6.3 Only non-synthetic products are considered within the Model Portfolio. If multiple ETFs exist within the same asset category, the ETF with larger market capitalization, lower expense ratio, better issuer reputation, and higher market liquidity will be chosen.
- 6.4 You acknowledge and agree that SoFi HK may review the investment methodology and allocation of asset on several criteria and may adjust the Model Portfolios on preset conditions, quarterly, annual or at an ad hoc review basis.

## 7 REBALANCE

- 7.1 You will be recommended to rebalance the position of your investment in your Robo Account under certain scenarios, to make it to the best fit to the model portfolio's Allocation ("Rebalance").
- 7.2 SoFi HK will send you Rebalance recommendation via notification under the following scenarios ("Scenarios"). At 00:00 Hong Kong Time on the 2<sup>nd</sup> and 16<sup>th</sup> of every month or on the next US trading day if either of them does not land on a US trading day, given that there is no pending instruction for the Robo Account:
- (i) When there is US dollar credit balance that is more than US\$10 in your Robo Account; or
  - (ii) When the Allocation of any of the ETFs in your Robo Account differs by 20% more relative to the Allocation of the Model Portfolio; or
  - (iii) When there is one or more ETF(s) in your Robo Account that is missing or not included in the associated Model Portfolio; or
  - (iv) When there is any debit balance in your Robo Account;
- And
- at 00:00 Hong Kong Time on any US trading day:
- (v) When you have any pending instruction to increase or decrease the investment amount of your Portfolio; or
  - (vi) When SoFi HK have received your monthly recurring deposit from your bank account to your Robo Account; or
  - (vii) When there are any changes to the Allocations of the Model Portfolio.

## 8 CUT-OFF TIME ARRANGEMENT

- 8.1 The cut-off time of receiving your instructions for your Robo Account, including but not limited to increase or decrease in the investment amount of your Portfolio is 16:00 Hong Kong Time of every Business Day. All instructions received

before the cut-off time will be handled on the same Business Day and processed according to the Rebalance Scenarios, unless there is an EXTRAORDINARY EVENTS (as defined in the Customer Agreement) on the same day then the instruction will be handled on the next available US trading day.

8.2 SoFi HK will place order on your behalf to the market at 00:30 Hong Kong Time. If the order cannot be fulfilled during the time, SoFi HK will continue to place the order on the next available US Trading Day.

### 9 CONSENT

You hereby provide SoFi HK with your consent (the "Consent") to the following:

- (i) As part of and subject to the Rebalance as described above, any credit balances in the Robo Account, including but not limited to the following examples, will be used for Rebalancing your Portfolio under the Scenarios stated, unless you have instructed SoFi HK to transfer the credit balance to your Brokerage Account.
  - a. Dividends entitled by and distributed to the Robo Account;
  - b. Residual credit balance from previous Rebalance(s) and/or when the Rebalance(s) is not triggered and accumulated in the Robo Account;
  - c. Any other credit balances which have been accumulated and retained in the Robo Account.
- (ii) You understand and agree that the instructions you have placed for your Robo Account or the orders from Rebalance that are accepted by you ("Robo Order") may not be routed to the market instantly or even on the same day that the Robo Order is placed. SoFi HK may in its sole discretion and without notification to you, consolidate your Robo Order with any Robo Order received from other SoFi HK clients to create an order for whole shares (the "Consolidated Order"). As the market accepts orders for whole shares only, you understand that your Robo Order can only be routed to the market after a Consolidated Order is achieved. You consent to the placement of the Consolidated Order (of which your Robo Order forms part) in according to the Cut-off Arrangement:
- (iii) You understand and agree that SoFi HK may send you notification with the details of the Rebalance recommendation and Robo Order, for example, the indicative number of shares of ETFs to be purchased (calculated using the latest price in the system of SoFi HK) / sold (the "Notification") via the interface of the SoFi Hong Kong mobile application and/or email at a reasonable time prior to the routing of the Consolidated Order to the market.
- (iv) You understand and agree that the above-mentioned indicative number of shares could be in whole shares or Fractional Shares and you acknowledge and confirm that you have read the relevant risk disclosure statements and disclaimers related to Fractional Shares, which were provided in a language of my/our choice as set out in the Customer Agreement and accept such risks.
- (v) You understand and agree that after the execution of the Robo Order, the allocated number of shares to your Robo Account may not be exactly the same as the indicative number mentioned in the Notification and you will follow such allocation.
- (vi) You will follow the Rebalance recommendation and the allocation result ("Result") after the execution of the Robo Order to update your Portfolio and have your Portfolio Rebalanced and agree that SoFi HK to execute Robo Order to cause the Robo Account to follow the Model Portfolio on your behalf unless you have chosen not to follow the Rebalance recommendation and Result upon receiving the relevant Notification by sending a written objection to [hello@sofi.hk](mailto:hello@sofi.hk) on or before the date and time and with the exact format mentioned in the Notification (the "Due Time"). You hereby consent that if SoFi HK does not receive the aforesaid objection notice in writing by the Due Date, SoFi HK is eligible to consider that you agree to follow the Rebalance recommendation and Result and execute the Robo Order to give effect to such Rebalance recommendation on your behalf.
- (vii) You understand and agree that the Robo Order will be automatically cancelled if your Portfolio is no longer under any of the Scenarios described in clause 7.2 of this Agreement, at the market price at 00:30 Hong Kong Time on the same day when you have received the Notification.
- (viii) You agree that should you choose not to follow the Rebalance recommendation and Result, the Consent should be deemed to be revoked by you. you agree that SoFi HK will transfer all ETFs from all of your Robo Account(s) to your Brokerage Account and close all your Robo Account(s).
- (ix) You understand and agree that the Consolidated Order will be placed as a Market Order with no price protection and the order may fill at a price lower/higher than the market price at the time of placing your instruction and/or at the time of the Notification.
- (x) You understand and agree that the number of shares and price allocated to your Robo Account resulted from the Robo Order, are calculated using the average executed price of the Consolidated Order on a pro-rata basis, the allocated price may be less favourable to you than if it had been placed in your Brokerage Account on your own. You accept to bear any fees and costs arose from the Robo Order.
- (xi) You acknowledge and agree that until the Robo Order is completed or the Robo Order is cancelled, you are prohibited to instruct any instruction for the same Robo Account.
- (xii) If you give any instruction(s) to set up monthly recurring deposit or effect any subsequent investment amount increment thereof, or put in additional lump sum payment(s), SoFi HK will accept such instructions for additional ETFs to

be purchased at the specified time on your behalf in accordance with the then Allocation of Model Portfolio as recommended by SoFi HK. You understand and agree that such subsequent instruction as requested by you is under the same investment whereby positive confirmation has already been sought from you.

- (xiii) If you give any instruction(s) to decrease the investment amount of your Portfolio, SoFi HK will accept such instructions for selling such ETFs on your behalf in accordance with the then Allocation of Model Portfolio as recommended by SoFi HK and transfer the sales proceeds to your Brokerage Account. You understand and agree that such subsequent instruction as requested by you is under the same investment whereby positive confirmation has already been sought from you.
- (xiv) SoFi HK will also notify you via client statement after order execution and provide you with such details of the trade(s) concerned, for example, the number of ETFs purchased and/or sold on behalf of you.
- (xv) You acknowledge and agree that this Consent herein shall be valid for 12 months and will be expired at the end of 12 months from the date of this Consent but it shall be automatically renewed unless you revoke it in writing before the expiry date.
- (xvi) You understand that this Consent shall be deemed to be renewed for a subsequent period of 12 months on a continuing basis without your written consent if SoFi HK issues you a written reminder/notice at least fourteen (14) days prior to the expiry date of this Consent, and you do not object to such deemed renewal before such expiry date.
- (xvii) You understand that you may at any time revoke this Consent by giving SoFi HK at least 14 calendar days' prior written notice. However, you may, in SoFi HK absolute discretion, treat the revocation notice as having immediate effect upon your receipt. Should you revoke this Consent or upon the expiration of this Consent, you acknowledge and agree that SoFi HK will no longer provide you the Robo Advisory Service and all of your Robo Accounts will be closed with all your investment and credit balance being transferred to your Brokerage Account. Any pending instruction for your Robo Account will be cancelled, if it's not yet executed.
- (xviii) You acknowledge and agree that SoFi HK reserves the right at any time and from time to time, without having to give any reason or explanation, to suspend the operation of the Robo Account and/or any services provided to you under this Consent.
- (xix) You agree and undertake to adhere and to comply with any modifications and/or amendments of this Consent hereof which SoFi HK may from time to time notify me/us in writing.

### 10 REPRESENTATIONS AND WARRANTIES

- 10.1 You understand and agree that SoFi HK does not guarantee the performance of the Robo Account and/or Model Portfolio and is not responsible to you for any investment losses.
- 10.2 You acknowledge and understanding that any estimated figures and graphic or other items provided by SoFi HK in the SoFi Hong Kong mobile application are for general information only, and are neither an indication, prediction, forecast nor guarantee of future performance results of an investment. This information is calculated based on statistical simulations using historical market data. They are furnished without regard to any fees or charges, Rebalance occurrence, taxes, corporate actions, any other potential activities to the account or the actual market condition in the future. SoFi HK makes no guarantees to their accuracy, completeness, timeliness or correctness. You should not rely on nor use them as a basis for making decisions relating to your investment portfolio without first assessing and verifying this information independently and/or consulting your Financial Advisor. Any trade executed is taken at your own risk for your own account. SoFi HK accepts no liability for any loss or damage arising directly or indirectly from the reliance on any information contained.
- 10.3 you agree to fully indemnify SoFi HK and its officers, employees and agents against any loss or liability which any of them may incur or suffer pursuant to or in connection with the recommendation provided by SoFi HK.
- 10.4 You acknowledge and confirm that you have read and understand the relevant risk disclosure statements and disclaimers as set out under part C of this agreement, and accept such risks.

### 11 TERMINATION

- 11.1 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.
- 11.2 Termination of this Agreement or closing an account shall not affect any legal rights or obligations which may already have arisen.
- 11.3 SoFi HK may close your Account or terminate any services provided to you at any time and for any reason.
- 11.4 Notwithstanding Clause 11.1, you shall have no right to terminate this Agreement if you have open positions in your Robo Account or outstanding liabilities or obligations.



## 12 AMENDMENT

- 12.1 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 11.1 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.
- 12.2 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 STATEMENT

### 13 Risk Disclosure Statement

#### 13.1 Human Involvement

You acknowledge that the Robo Advisory Service is provided with moderate human involvement, including but not limited to the below circumstances:

- (i) the ETFs of the Model Portfolios are selected by SoFi HK; and
- (ii) the Allocation of the Model Portfolios are determined by SoFi HK; and
- (iii) the scenarios of which a Rebalance is triggered is determined by SoFi HK.

#### 13.2 Termination Risk

You acknowledge that if you choose to revoke the Consent or terminate this Agreement or if this Agreement and/or the Robo Advisory Service is terminated by SoFi HK, all of your Robo Accounts will be closed with all your investment and credit balance being transferred to your Brokerage Account. SoFi HK will no longer provide any Robo Advisory Service for the transferred assets such as the Rebalance of your investment. You acknowledge that if any of your investment consist of Fractional Shares, you may not be able to sell them directly in your Brokerage Account through the SoFi Hong Kong mobile application and may not be able to combine them into a whole share. Alternatively, you can place an order to sell these Fractional Shares with a phone order.

#### 13.3 Rebalance Risk

You acknowledge that the Rebalance recommendation provided by SoFi HK will not assist you to rebalance the Allocation of your Portfolio on a real time basis. SoFi HK will only provide you Rebalance recommendation according to the schedule described in clause 7.2, your Portfolio may not exactly match the Allocation of the Model Portfolio before and after the Rebalance and hence may not follow the performance of the Model Portfolio.

#### 13.4 Fractional Shares

You acknowledge and aware that your Portfolio may consist of Fractional Shares. You acknowledge and confirm that you have read the relevant risk disclosure statements and disclaimers related to Fractional Shares, which were provided in a language of my/our choice as set out in the Customer Agreement and accept such risks.

#### 13.5 Bundle of Investment

You acknowledge that the group of constituent securities within the Model Portfolio and Portfolio cannot be changed by you, but you have the absolutely right to opt out from the Robo Advisory Service and transfer all ETFs to your Brokerage Account whereby you can effect any purchase and sales just like any other securities within the Brokerage Account.

#### 13.6 Not a Financial Advising Service

You acknowledge that the Robo Advisory Services provided by SoFi HK is not a assets management service and does not provide comprehensive financial planning service.

Last update date 31 January 2023