

## INTRODUCTION

This Customer Agreement sets out the terms and conditions which apply to your securities trading account(s) with SoFi Securities (Hong Kong) Limited ("SoFi HK"). SoFi HK is a licensed corporation which is performing regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE Number AXL143). **PLEASE READ THIS DOCUMENT CAREFULLY** and retain it for future reference.

## PART A INTERPRETATION AND DEFINITIONS

### 1. DEFINITIONS

**Access Codes**

means the Log On Password and the User Name;

**Account**

means one or more securities trading accounts opened and maintained by SoFi HK for you from time to time pursuant to this Agreement;

**Account Application**

means your application to open an Account, the Board Resolution and such other documents as required by SoFi HK from time to time for the purpose of opening the Account with SoFi HK;

**AEOI or Automatic Exchange of Financial Account Information**

means any Applicable Law that requires and facilitates the collection, reporting and exchange of information between governments or tax authorities, including but not limited to the Inland Revenue (Amendment) (No. 3) Ordinance 2016. Under the AEOI standard, SoFi HK is required to identify account holders and controlling persons of certain entity account holders who are reportable foreign tax residents and report their Financial Account Information to the IRD, which will transfer this information to the tax authority of the reportable foreign tax resident's country of tax residence on a regular, annual basis.

**Affiliate**

means in relation to SoFi HK:

- (i) any entity controlled, directly or indirectly, by SoFi HK;
- (ii) any entity that controls, directly or indirectly, SoFi HK; or
- (iii) an entity directly or indirectly under the common control with SoFi HK.

**Agent**

in relation to SoFi HK, includes any of SoFi HK's subsidiaries, affiliates or other third parties, whether acting as agent or as principal, through whom SoFi HK may perform its duties under the Agreement;

**Agreement**

means this Customer Agreement between you and SoFi HK (including the Account Application) as may be varied, amended or supplemented from time to time;

**Amount Outstanding**

means all commissions, charges, fees, interest, taxes and other amounts from time to time payable to SoFi HK under or in connection with this Agreement;

**Applicable Law**

means

any local or foreign law, statute, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions (including but not limited to any applicable intergovernmental agreements entered into pursuant to FATCA and AEOI) which, in SoFi HK's sole discretion, SoFi HK is obligated to comply with;

- (i) any agreement between SoFi HK and any domestic or foreign government authority; and
- (ii) any code of conduct, best practices, or internal SoFi HK policies adopted or implemented to facilitate SoFi HK's compliance with (i) or (ii).

**Associated Entity**

has the meaning given to it in Schedule 1 to the SFO, as amended from time to time;

**Authorized Person**

means, at any particular time, a person appointed by you under the Account Application or a power of attorney or any other documents prescribed by SoFi HK which has been validly executed by you and received by SoFi HK, and in respect of which person, SoFi HK has not received from you any written notice of revocation or termination of such person's appointment;

**Available Funds**

means the credit balance in the Account, plus funds receivable from settled sales, and minus (i) funds needed to pay for transactions executed but not settled, any open orders and any uncleared deposits;

**Business Day**

means a day (other than a Saturday) on which licensed banks in Hong Kong are generally open for business;

**Debit Balance**

means an account balance representing money owed to us;

**Exchange**

means SEHK or any other stock exchange or market or over-the-counter market on which you give Instructions to buy or sell Securities;

**FATCA**

means

- (a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended or supplemented from time to time;
- (b) any intergovernmental agreements, treaties, regulations, guidance, standards, memorandums of understanding, undertakings and any other arrangements between governments and regulators in connection with (a) above including as entered into by the Government of Hong Kong;
- (c) agreements between SoFi HK and its Affiliates and other regulators or government agencies including the IRS pursuant to or in connection with (a) and (b) above; and
- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing

**Financial Account Information**

means

- (a) any information concerning your identity (as a customer) or in relation to you and the controlling persons of you as defined under AEOI and FATCA (including without limitation, name, address, your jurisdiction and the controlling persons' jurisdiction(s) of tax residence, taxpayer identification number(s) (or its functional equivalent in the absence of taxpayer identification number) in that jurisdiction(s), place of birth, date of birth, the account number (or a functional equivalent in the absence of an account number), the name and identifying number of the reporting financial institution, account information (including without limitation its account balance or value, payments made to the account and the fact of closure of the account), and
- (b) any documentation or information (including without limitation self-certification forms, accompanying statements, waivers, and consents) as SoFi HK may from time to time require or as you and the controlling person may from time to time give pursuant to the Applicable Law.

**HKSCC**

means Hong Kong Securities Clearing Company Limited;

**Hong Kong**

means the Hong Kong Special Administrative Region of the People's Republic of China;

**Instruction**

means any instruction (including any subsequent amendment or cancellation thereof accepted by SoFi HK) you give to buy or sell Securities, whether verbally expressed on the phone, or through the Internet, by facsimile transmission or in such other manner as SoFi HK may permit;

**IRD**

means the Inland Revenue Department of Hong Kong.

**IRS**

means the U.S. Internal Revenue Services.

**Log On Password**

means your personalized password used to access the Service;

**NASDAQ**

means the National Association of Securities Dealers Automatic Quotations;

**PDPO**

means the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong);

**Property**

includes all Securities, cash and any other property held by or on behalf of, or in the possession or control of, SoFi HK or any member of SoFi HK for any purpose in or for any of your Accounts, including any Account or other accounts with SoFi HK in which you may have an interest whether alone or jointly with any other person (to the extent of your interest therein);

**Securities**

means shares, stocks, bonds, notes, debentures, loan stocks, warrants, options, certificates of deposit and other securities of every type and description and rights and interests therein;

**SEHK**

means The Stock Exchange of Hong Kong Limited;

**SFO**

means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

**Service**

means SoFi HK's online services and services provided on the phone;

**SFC**

means the Hong Kong Securities and Futures Commission;

**The App**

means SoFi HK's application(s), the facility that enables you to use the Service provided by SoFi HK;

**The Group**

means SoFi HK, its holding company, subsidiaries or affiliates and/or any subsidiaries or affiliates of its holding company; and

**User Name**

means your alpha-numeric code which is required for you to access your Account through the Service.

**PART B GENERAL**

**2. OPENING YOUR ACCOUNT**

**2.1 Account Application**

You understand and confirm that the Account Application is subject to the Customer Agreement and any applicable supplemental documents. You acknowledge that SoFi HK has right to request delivery of a copy of documentary evidence relating to the Account Application. SoFi HK may in its absolute discretion not provide you with the Service if you fail to provide any documents as requested.

**2.2 Accurate Information**

You represent and warrant that you have supplied accurate and up to date information in your Account Application and will supply accurate and up to date information that SoFi HK may from time to time require. You will immediately notify SoFi HK in writing of any changes to such information.

**2.3 Credit Enquiries**

You authorize SoFi HK and its Affiliates to conduct or cause to be conducted credit investigations, or any checks and enquiries regarding you and your clients (including but not limited to due diligence enquires, legal and/or regulatory investigations and/or checks) and for this purpose to approach any relevant parties, including your bankers.

**3. NO INVESTMENT ADVICE**

**3.1 No Advice**

You agree that SoFi HK will not provide you with any investment or other advice or advice regarding the suitability or profitability of any investment. You will not solicit or rely upon (if given) any such advice from SoFi HK or any of its officers, employees or agents.

**3.2 No Liability**

You agree to make your own judgments and decisions with respect to each Instruction independently and without relying on SoFi HK. You assume full responsibility for all your investment decisions and all transactions for your Account. Neither SoFi HK nor any of its officers, employees or agents shall incur any liability in connection therewith.

**3.3 Suitability**

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

**4. APPLICABLE RULES AND REGULATIONS**

All transactions made pursuant to this Agreement will be subject to:

- (a) all applicable laws, rules and regulations (as amended from time to time) of Hong Kong, and any other applicable jurisdictions;
- (b) the constitution, rules, regulations, by-laws, codes, customs and usages of the SFC, SEHK and HKSCC and any other applicable Exchanges and their clearing houses (if any);
- (c) the applicable terms of business and trading policies and procedures (as amended from time to time) of SoFi HK; and
- (d) the applicable terms of business of any executing broker or clearing broker used by SoFi HK.

**5. MINIMUM DEPOSITS AND BALANCES**

SoFi HK may require you to make a minimum deposit to open your Account and/or thereafter to maintain a minimum balance in your Account. The minimum deposit and balance will be of such amount as determined by SoFi HK.

## **6. INSTRUCTIONS AND DEALING PRACTICES**

### **6.1 Giving of Instructions**

You may give Instructions verbally, through the Internet, by facsimile transmission or in such other manner as SoFi HK may permit. You expressly agree that the Internet may be used as the medium for giving Instructions or other communication for the purposes of this Agreement. If you experience difficulties in reaching SoFi HK through a particular medium, you will attempt to use alternative ways to communicate with us and/or inform us of such difficulties.

### **6.2 Reliance on Instructions**

SoFi HK may accept and act upon Instructions which it reasonably believes emanated from you, your agent or your Authorized Person, and is under no duty to verify their identity or authority, or the genuineness of any signature contained in an Instruction. Such Instructions will be binding on you and SoFi HK shall incur no liability for accepting or acting upon such Instructions, whether or not in fact given by you, your agent or your Authorized Person, and even if they: (i) were not accurately transmitted or received; (ii) were not properly understood by SoFi HK; or (iii) differ from any written confirmation subsequently received from you, save as where due to the negligence or willful default of SoFi HK.

### **6.3 Refusal to Act on Instructions**

SoFi HK may in its absolute discretion refuse to act on any of your Instructions without giving any reason. In particular, SoFi HK may refuse to act on an Instruction if, at the time of such Instruction:

- (a) there are insufficient Securities or funds in the Account to settle the relevant transaction; or
- (b) you do not have the required minimum balance in your Account. SoFi HK may also refuse to act upon any Instructions by telephone or facsimile if it is in doubt as to whether such Instructions have been properly authorized, accurately transmitted or received or properly understood by it, or if such Instructions are illegible or ambiguous, and it shall incur no liability for so refusing to act; or
- (c) if SoFi HK believes that your Account has been involved in any fraud or crime or violation of any laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), SoFi HK may suspend or freeze your account or any privileges of your Account, may freeze or liquidate securities or funds. You agree to waive any claim for loss or damages against SoFi HK arising out of or related to SoFi HK exercising its rights under this Clause.

### **6.4 Agents**

SoFi HK may perform its duties under this Agreement through third parties, including any of its subsidiaries or affiliates or other third parties who may be acting as agent or as principal. Neither SoFi HK nor such third party is obliged to account to you for any commissions, fees, spreads (including mark ups or mark downs) or other benefits obtained in connection therewith. In particular, SoFi HK may execute your Instructions through such brokers or dealers as SoFi HK may in its sole discretion decide.

### **6.5 SoFi HK's Capacity**

You agree that SoFi HK is acting as your agent unless SoFi HK otherwise notifies you in the contract note for the relevant transaction or by other means. Where SoFi HK acts as principal in a transaction, it will only do so where the transaction is on commercial terms and those terms are not less favourable to you than you could have obtained through SoFi HK if SoFi HK had not so acted as principal.

### **6.6 Authorized Person(s)**

The Authorized Person(s) is/are hereby authorized to act on your behalf in respect of all matters relating to this Agreement and the Account and to give SoFi HK directions, instructions of whatever nature relating to the Account. You acknowledge and agree that any Instructions given or purported to be given to SoFi HK by the Authorized Person(s) shall at all times be binding on you regardless of whether any such person giving instructions has your actual authority to do so at the time of such Instructions. You hereby agree to ratify at any time hereafter all acts and deeds, directions, orders or instructions given by any or all of the Authorized Person(s) and acknowledge that the same shall at all times be binding on you.

### **6.7 Prioritization of Instructions**

Subject to applicable laws, rules and regulations, SoFi HK may reasonably determine the priority of execution of your Instructions, and you have no claim of priority to any other client of SoFi HK.

### **6.8 SoFi HK's Right to Take Opposite Position**

You understand that SoFi HK may take an opposite position to your orders whether it is on SoFi HK's own account or on behalf of its other clients. SoFi HK is under no obligation to inform you of any position at any one time taken by SoFi HK nor to close any of your positions in your Account notwithstanding SoFi HK's rights to do so hereunder.

#### **6.9 Consolidation or Disaggregation of Instructions**

SoFi HK may in its absolute discretion consolidate and/or disaggregate your Instructions with similar instructions received from other clients, provided this will not result in your Instructions being executed at a price less favourable than if they had been executed individually. If there are insufficient Securities to satisfy purchase orders so consolidated, the Securities actually purchased will be allocated to the consolidated purchase orders on a pro-rata basis.

#### **6.10 Physical Restraints and Rapid Price Changes**

Due to physical or technical restraints and price fluctuations, SoFi HK may not be able to execute your Instructions in full or at the prices quoted at any specific time or "at best" or "at market". You agree to be bound by the outcome when you give any Instructions and SoFi HK shall incur no liability for failing or being unable to comply with any of your Instructions, unless due to its negligence or willful default.

#### **6.11 Breakdown of Transmission of Communication Facilities**

You agree that SoFi HK will not be responsible for any delay or error in, or distortion or incompleteness of, transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities or unreliable medium of communication.

#### **6.12 Actual Purchase and Sale Intended**

All Instructions will be executed on the basis that an actual purchase or sale is intended. Unless otherwise as provided in this Agreement, you must have sufficient Securities to cover all sales and sufficient Available Funds to pay in full for all purchases in accordance with this Agreement. You will fully indemnify SoFi HK against all loss and liability which it may incur as a result of your failure to have sufficient Securities or Available Funds.

#### **6.13 Certain Transactions Subject to Manual Review**

SoFi HK may in its absolute discretion manually review and enter certain Instructions. This may delay the processing and/or execution of your Instructions. You agree to accept the price at which your Instructions were actually executed even if different from the price at the time you gave your Instructions.

#### **6.14 Validity Period of Instructions**

All Instructions are good for the day on which they were given. They will be automatically cancelled if not executed by the close of trading on the relevant Exchange or such other expiration date required by the relevant Exchange. The only exception is where you choose to enter a "good till cancelled" Instruction. Any Instruction received on a trading day after the close of trading on the relevant Exchange will be carried forward to the next trading day of that Exchange, and this Clause 6.14 will apply accordingly. SoFi HK may execute the Instructions at any time prior to their automatic cancellation or receipt of cancellation instructions, and you accept full responsibility for the transactions so executed.

#### **6.15 Cancellations**

You may request to cancel or amend your Instructions but SoFi HK is not obliged to accept any such request. Instructions may be cancelled or amended only before execution. Cancellation of market Instructions is rarely possible as they are subject to immediate execution. In the case of full or partial execution of your cancelled Instructions, you accept full responsibility for the executed transactions and SoFi HK shall incur no liability in connection therewith.

#### **6.16 Monitoring of Instructions and Telephone Recording**

You agree that SoFi HK may (but is not obliged to) monitor and/or record your Instructions and telephone conversations with SoFi HK. Any such recording (or a transcript thereof) will be conclusive evidence of the contents and nature of the relevant Instructions or telephone conversations.

#### **6.17 Indemnity**

Without prejudice to any other provisions of this Agreement, you agree to fully indemnify SoFi HK and its officers, employees and agents against any loss or liability that any of them may incur or suffer as a result of any of them acting or failing to act upon any Instruction given under this Agreement, save where due to the negligence or willful default of SoFi HK.

#### **6.18 Non-Hong Kong Residents or Corporations**

If you reside or (being a corporation) are incorporated outside Hong Kong, or give Instructions outside Hong Kong, you agree to ensure and represent that such Instructions will have been given in compliance with all applicable laws of the relevant jurisdiction which are applicable to you or from which your Instructions are given, and that when in doubt, to consult or obtain legal advice on the relevant jurisdiction.

### **7. ONLINE SERVICE**

#### **7.1 Use of Service**

You will use the Service and any additional services offered through the Service in future only in accordance with this Agreement and any additional terms notified to you in accordance with Clause 34.

#### **7.2 Access Codes**

You will be the only authorized user of the Service under this Agreement. You are responsible for the confidentiality, security and use of your Access Codes and undertake:

- (a) not to disclose any Access Codes to any third party;
- (b) not to record any Access Codes in a way that could facilitate unauthorized disclosure, misuse or fraud; and
- (c) to immediately report any loss, unauthorized disclosure or misuse of your Access Codes to SoFi HK in writing or by telephone.

You are solely responsible for all Instructions entered through the Service using the Access Codes (whether authorized by you or not). Neither SoFi HK nor any of its officers, employees or agents shall incur any liability for the handling, mishandling or loss of any instruction.

#### **7.3 Acknowledgements of Instructions and Execution**

- (a) SoFi HK will not be deemed to have accepted or executed your Instructions until you have received acknowledgement or confirmation thereof (whether in writing, verbally or through the Internet). You agree that SoFi HK may deliver late status reports of transactions from the relevant Exchange and market makers and, accordingly, you will also be subject to such late reports. SoFi HK is entitled to correct any acknowledgement or confirmation errors, including any errors in execution prices, that come to its attention without incurring any liability in connection therewith.
- (b) You agree to immediately notify SoFi HK if:
  - (i) you did not receive an order number (whether in writing, verbally or through the Internet) for an Instruction placed through the Service;
  - (ii) you did not receive an acknowledgement or accurate acknowledgment (whether in writing, verbally or through the Internet) of an Instruction placed through the Service or its execution; or
  - (iii) you received acknowledgment (whether in writing, verbally or through the Internet) of execution of an Instruction which you did not place or any similarly inaccurate or conflicting report or information.

If you fail to notify SoFi HK, neither SoFi HK nor any of its officers, employees or agents will incur any liability for the handling, mishandling or loss of any Instruction.

#### **7.4 No Liability for Consequential Damages**

You further agree that neither SoFi HK nor any of its officers, employees or agents will incur any liability for any consequential, incidental, special or indirect damage (including lost profits and trading losses) that may result from inconvenience, delay, loss or suspension of the use of the Service.

#### **7.5 Service is Proprietary**

You agree that the Service, the SoFi HK website and the software comprised therein are proprietary to SoFi HK and/or third party service providers. You agree not to tamper with, modify, decompile, reverse engineer or otherwise alter in any way, or gain unauthorized access to, any part of the Service, the SoFi HK website or the software comprised therein, and will not attempt to do any of the above. SoFi HK may suspend or terminate your Access Codes and/or close any of your Accounts immediately without giving you prior notice if you breach this provision or if SoFi HK reasonably suspects that you have breached this provision. You undertake to notify SoFi HK immediately if you become aware that any other person is doing any of the above.

#### **7.6 Other Service Provider**

The Service may be provided by routing the order to the trading platform of other service provider(s) for securities trading. The trading platform of other service provider(s) may be provided on "as is" and "as available" basis. You agree and accept the restriction and control imposed by such service provider(s) and the limitation of such trading platform.

### **8. SOCIAL FEATURES AND OTHER PROFILE INFORMATION**

#### **8.1. Social Features**

A feature of the App is to show the user's trading data and information of the user's portfolio to other users of SoFi HK and the App.

#### **8.2. Sharing the Profile Information with other users**

You agree that information on your personal profile (created by you through the App), your trading data and the information of your portfolio held in SoFi HK (including, but not limited to, underlying shares, performance information, and related statistic and risk metrics) (the "Profile Information") will be made available to other users of SoFi HK and the App. You acknowledge and consent that by sharing the Profile Information, other may use such information to infer or formulate strategies and trading based on your trading information.

#### **8.3. Selected Information to be shown**

- (a) SoFi HK will put the control in place in order to protect the market integrity and avoid the improper operation of market force.
- (b) SoFi HK reserves the rights to amend or filter the Profile Information and reserves the rights to suspend or terminate access to any information or features of the App available therefrom at any time in order to protect the market integrity and avoid the improper operation of market force. SoFi HK may exercise such rights if SoFi HK detect the market integrity is being hampered or SoFi HK perceives that the operation of market may be potentially distorted by market force if such information is shown.

#### **8.4. Information Only**

All content on the App is provided solely by way of information only and does not take into account your individual objectives, financial situation or needs. If you make investment decisions in reliance on information which is available as part of the App or as a result of the use of the App, you do so at your own risk and you understand that part of other user's Profile Information may be hidden in order to protect market integrity and avoid improper operation of market force. No advice is intended to be provided or to be relied on as provided nor endorsed by SoFi HK; nor any solicitation or incentive provided to subscribe for or sell or purchase any share/financial instrument. All trading or investments you make must be pursuant to your own unprompted and informed self-directed decision. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service is appropriate or suitable for you based on your investment objectives and personal financial circumstances. SoFi HK will not be liable for any losses that you may sustain.

### **9. COMMISSIONS AND FEES**

#### **9.1 Commissions and other Fees. You agree to pay either directly or from the Account:**

- (a) all commissions, charges and other fees of SoFi HK as they exist from time to time and apply to your Account, your transactions and the services you receive at the rates prevailing for the time being. Details of the commissions, charges and fees are available at the SoFi HK website or set out in the SoFi HK Fees and Charges Schedule (as amended from time to time); and
- (b) all applicable stamp duties, transfer fees, telegraphic transfer charges, custodian fees, settlement charges, currency exchange costs, foreign exchange losses, taxes, levies (including all transaction and other levies imposed by the SEHK and any other Exchanges), late settlement costs, penalties and all other costs or expenses incurred in connection with this Agreement and/or your Account.
- (c) When converting the whole or part of your account balance to a specific currency with SoFi HK, you agree that the balance in question will be converted at the predetermined exchange rate. SoFi HK has the discretionary power to determine such rate.

### 9.2 Deductions

SoFi HK may deduct from any monies held on your Account (including without limitation, any interest accrued on such monies) such amounts as are necessary from time to time to settle or partially settle all of your outstanding liabilities owed to SoFi HK (including any amounts referred to in Clause 9.1) and the fees and charges levied by SoFi HK in relation to the transaction(s).

### 9.3 Retention of Benefits and Rebates

Subject to applicable laws, rules and regulations, SoFi HK may in its absolute discretion solicit, accept and retain any commission rebates, goods, services or other benefits (including any soft dollars) in connection with any transaction effected for you pursuant to this Agreement. SoFi HK may in its absolute discretion also offer any such benefits to third parties in connection with any transaction effected for you pursuant to this Agreement.

### 9.4 Currency Indemnity

Any payment made to or for your Account in any currency other than the currency in which it is due ("Due Currency") shall constitute a discharge to you only to the extent of the amount of the Due Currency which SoFi HK is able to purchase with the amount of the currency so received. If the amount of the currency so received by SoFi HK on conversion into the Due Currency falls short of the total amount of the Due Currency, you shall immediately reimburse SoFi HK for the total amount of the shortfall and shall fully indemnify SoFi HK against any loss or damage arising from your failure to do so.

## 10. PURCHASES OF SECURITIES

### 10.1 Sufficient Available Funds

You must have Available Funds at least equal to the total purchase price (including all transaction costs and charges) of the Securities before SoFi HK executes Instructions to purchase Securities. If you do not have sufficient Available Funds, SoFi HK may nevertheless in its sole discretion and without notification to you, proceed to execute your Instructions; in such event, while SoFi HK will use its reasonable efforts to execute your Instructions, it will not be obliged to do so. If SoFi HK (whether in its discretion or inadvertently) accepts or executes any such Instructions, SoFi HK may in its absolute discretion complete, cancel or liquidate the transaction. You agree that you are responsible for all your Instructions, including Instructions given in the foregoing circumstances.

### 10.2 Cancellation, Liquidation or Completion

If SoFi HK cancels or liquidates a transaction for whatever reason, you will fully indemnify SoFi HK against all loss and liability incurred in connection therewith. If SoFi HK completes the transaction, you will pay SoFi HK the total purchase price in cleared funds on or prior to the settlement date. If SoFi HK does not receive payment by the settlement date, SoFi HK may, subject to applicable laws, rules and regulations and without giving you prior notice, sell or otherwise dispose of the Securities. You will fully indemnify SoFi HK against all loss and liability incurred in connection therewith.

### 10.3 No Obligation on SoFi HK to Deliver

You agree that delivery of any Securities purchased on your Instructions by the other party to the transaction is at your entire risk. SoFi HK will deliver such Securities to you only if it receives the same from the other party.

## 11. SALE OF SECURITIES

### 11.1 No Short Sale

You agree not to place an Instruction to short sell Securities (i.e. Securities you do not own)

### 11.2 Securities Must be Available

You must have the relevant Securities available for delivery in the Account before SoFi HK executes Instructions to sell Securities. If SoFi HK inadvertently accepts or executes any Instructions without the relevant Securities being available, SoFi HK may in its discretion cancel the transaction or obtain the Securities from the market or otherwise for delivery. In either case, you will fully indemnify SoFi HK against all loss and liability incurred in connection therewith.

### 11.3 Proceeds of Sale

The proceeds of all sales under this Clause will be retained in your Account unless you request otherwise. You may withdraw uninvested cash from your Account upon request in writing to SoFi HK or by other means as prescribed by SoFi HK from time to time in its discretion.

### 12. CUSTOMER'S RESPONSIBILITY REGARDING CERTAIN SECURITIES

#### 12.1 Rights in Respect of Certain Securities; Corporate Actions

You may have valuable rights in respect of certain Securities that may expire unless you take appropriate action. These Securities include warrants, options, convertible securities and securities subject to a tender or exchange offer. You are responsible for knowing the rights and terms of all Securities in your Account and for taking appropriate action in connection therewith. SoFi HK is not obliged to notify you of any upcoming expiration or redemption dates, or to take any action on your behalf.

Without prejudice to the foregoing, if any such Securities are about to expire, become worthless or be redeemed for significantly less than its fair market value, and we have not received your instructions, SoFi HK may in its discretion sell the Securities and credit your Account with the proceeds.

Although SoFi HK has the discretion to take such action, SoFi HK is not obligated to do so. SoFi HK shall incur no liability in connection with your failure to take appropriate action in respect of such Securities or the sale of such Securities in exercise of its discretion hereunder.

#### 12.2 Reorganizations

You are responsible for knowing about voluntary and mandatory reorganizations related to Securities that you hold, including but not limited to mergers, name changes, stock splits and reverse stock splits. SoFi HK Securities is not obligated to notify you of any such reorganizations before they occur. If, due to a reorganization related to your Securities (including stock splits and reverse stock splits), you sell more Securities than you own or become otherwise exposed to risk requiring SoFi HK to take market action in your Account, SoFi HK will not be responsible for any losses you incur. Overselling in your Account is an impermissible short sale and may result in your Account being restricted. Meanwhile, you will fully indemnify SoFi HK against all loss and liability incurred in correction therewith.

#### 12.3 Shareholder Meetings

SoFi HK is under no obligation to forward to you any proxy and other materials relating to shareholder meetings, like Annual General Meetings and Extraordinary General Meetings, received by us from time to time in respect of your Securities or to hold such materials on your behalf. SoFi HK does not offer services for you to participate in and/or to exercise your U.S. Securities' voting rights in shareholder meetings. Upon your request, SoFi HK will use reasonable endeavours to forward to you proxy and other voting forms or take such other reasonable steps as may enable you or your nominee to exercise such rights. In the absence of your instructions regarding voting rights, SoFi HK may destroy proxy and other voting forms received in respect of the Securities.

### 13. CUSTODY AND DISPOSAL OF SECURITIES

#### 13.1 Custody of Securities

Subject to applicable laws, rules and regulations, all Securities in your Account will be registered in the name of SoFi HK, its nominee or a nominee designated by HKSCC or deposited for safe custody at your own costs in a designated account with an authorized institution or other institution approved by the SFC. SoFi HK will credit all dividends, distributions and other benefits in respect of Securities not registered in your name which it receives into your Account. SoFi HK will notify you of any subscription rights received for your Account.

#### 13.2 Deposit and Withdrawal of Securities

- (a) You agree not to deposit, and that SoFi HK is under no obligation to accept for deposit, into your Account any Securities, cheques, bank drafts or other Property which are not in your name and some other person(s). If SoFi HK accepts for deposit any such Securities, cheques, bank drafts or other Property, you will indemnify SoFi HK for all loss and liability incurred by SoFi HK in connection therewith.
- (b) You agree not to transfer, and that SoFi HK is under no obligation to accept any instructions for the transfer of, any Securities and/or other Property from your Account to any other account which is not in your name. If SoFi HK accepts and acts on any such instructions, you will indemnify SoFi HK for all loss and liability incurred by SoFi HK in connection therewith.
- (c) Subject to your indebtedness, liability or other obligation to SoFi HK, SoFi HK may (but is not obliged to) permit you to withdraw fully paid Securities from your Account upon written notice to SoFi HK in the prescribed form available at the SoFi HK website and payment of any applicable fees. SoFi HK is not bound to deliver to you Securities identical to those originally delivered or deposited by you or purchased on your behalf but will deliver to you Securities of the same class, denomination, nominal amount and ranking.

### **13.3 Disposal of Securities**

You authorise SoFi HK to dispose of the Securities held under the Account in settlement of any liability owed by you or on your behalf to SoFi HK, its nominee, the Associated Entity or any third party.

### **14. PROXY MATERIALS**

For any proxy and other materials received by SoFi HK from time to time in respect of your Securities, SoFi HK is under no obligation to forward to you such materials or to hold such materials on your behalf.

### **15. MONEYS IN THE ACCOUNT**

Any moneys held for you, other than cash to be on-paid in settlement of transactions for your Account or to you, will be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. SoFi HK may at its option retain all interest accrued on such amounts held by SoFi HK for or on account of you or pay to you (either by way of accrual in the Account or otherwise determined by SoFi HK) interest on such amounts at such rate as it may in its discretion determine and notify to you (whether in writing, verbally or through the Internet).

### **16. INTEREST ON DEBIT BALANCES**

Without prejudice to Clause 17 (if applicable), you agree to pay interest on the Debit Balances in your Accounts, before and after any judgment, at such rate as SoFi HK may in its discretion reasonably determine and notify to you from time to time (whether in writing, verbally or through the Internet). Such interest will accrue on a daily basis and be payable on the last Business Day of each calendar month or upon demand by SoFi HK. Overdue interest shall be compounded monthly and will itself bear interest. For the avoidance of doubt, a variation of the interest rate or any fees or charges pursuant to the provisions of this Agreement shall not constitute an amendment of this Agreement for the purpose of Clause 34 or otherwise.

### **17. DEFAULT INTEREST**

If you fail to make any payment when due and payable under this Agreement, you agree to pay default interest on such sum from the due date to the date of actual payment, both before and after any judgment, at such rate above the rate representing SoFi HK's cost of funding the unpaid sum as may be determined by SoFi HK in its absolute discretion and notified to you (whether in writing, verbally or through the Internet). Such default interest will accrue on a daily basis, may be compounded for such funding periods as SoFi HK may in its absolute discretion require and shall be payable on demand.

### **18. SATISFACTION OF INDEBTEDNESS**

You agree to immediately pay and discharge any indebtedness or liability (including any remaining Amount Outstanding and the Debit Balance) to SoFi HK on demand. You may not close any of your Accounts unless you have paid and discharged all such indebtedness, liability and other obligation to SoFi HK. You will pay for all costs and expenses incurred by SoFi HK in connection with enforcing payment or discharge of any such indebtedness, liability or obligation.

### **19. LIEN AND SECURITY**

#### **19.1 Lien and Security**

All Property in your Account, in any other Account in which you have an interest whether alone or jointly with any other person (to the extent of your interest) or in the possession or under the control of SoFi HK will be subject to a general lien in favour of SoFi HK as continuing security for the payment and discharge of your indebtedness, liability or obligation to SoFi HK. As security for the payment and discharge of your indebtedness, liability or other obligation to SoFi HK, you also grant SoFi HK a continuing security interest and charge over all such Securities and other Property.

Subject to the provisions of this Agreement and applicable laws, rules and regulations and notwithstanding Clause 19.2 (if applicable), SoFi HK may without giving you prior notice, sell or otherwise dispose of any such Property. SoFi HK may in its sole discretion determine which Property are to be sold or disposed of, at what price and on what terms. The net proceeds will be applied in payment and discharge of your indebtedness, liability or obligation to SoFi HK.

### **19.2 Consolidation and set-off**

Without prejudice to the foregoing, SoFi HK may at any time and without giving you prior notice, combine or consolidate any of your Accounts and/or any other accounts with SoFi HK (whether alone or jointly with any other person) and set off or transfer any Securities and/or other Property to satisfy your indebtedness, liability or other obligation (whether actual or contingent, primary or collateral, secured or unsecured, or joint or several) to SoFi HK.

### **19.3 Set-off**

Without prejudice to the generality of any other provisions of this Agreement, you hereby authorize SoFi HK, and SoFi HK shall be entitled, to set off any amount receivable from, and amount payable to, you where such amounts arise from the purchase and sale of Securities by you on a cash-against delivery basis. You further authorize SoFi HK to dispose of any Securities held for you for the purpose of settling any of the amounts payable by you to SoFi HK.

## **20. RESTRICTIONS ON TRADING**

SoFi HK may in its sole discretion and without giving you prior notice prohibit or restrict your ability to trade Securities through your Account.

## **21. CONFIRMATIONS AND ACCOUNT STATEMENTS**

SoFi HK will endeavour to confirm with you promptly the features of a transaction effected on your behalf. In addition, SoFi HK will provide you with monthly account statements in accordance with the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (the "Contract Notes Rules") unless (a) SoFi HK is not required to prepare and provide to you a contract note, a statement of account and a receipt in accordance with the Contract Notes Rules during the relevant period; (b) SoFi HK's Associated Entity is not required to prepare and provide to you a receipt in accordance with the Contract Notes Rules during the relevant period; (c) the balance of the Account is nil at all time during the relevant period; (d) you have no open position as at the end of the relevant period; and (e) no Securities and collateral are held for your account at all time during the relevant period.

Subject to any contrary legal or regulatory requirement, you agree to any contract notes, other confirmations and account statements to be in electronic form and further agree to receiving them through electronic means in lieu of hard copies of the same.

Unless there have been no transactions over a continuous period of six (6) months, SoFi HK will report your statements electronically through the email. You are responsible for reviewing all acknowledgements, confirmations, contract notes and account statements in relation to your transactions, and your Account immediately upon your first receiving them. All transactions and other information in any acknowledgements, confirmations or contract notes will be binding on you unless SoFi HK receives notice of objection in writing or via electronic mail within 14 days after you receive or are deemed to have received the same.

All transactions and other information in any account statements will be binding on you unless SoFi HK receives notice of objection in writing or via electronic mail within 14 days after you receive or are deemed to have received the same.

In all cases, SoFi HK reserves the right to determine the validity of your objection to the relevant transaction or information.

## **22. MARKET DATA**

### **22.1 Provision of Market Data**

SoFi HK may provide you with third party market quotations, news reports, analysts' reports, research and other information relating to Securities and securities markets ("Information") directly and/or through the SoFi HK website. SoFi HK has no independent basis to verify such Information and no recommendation or endorsement shall be inferred from the provision of any such Information to you.

### **22.2 Compliance with Conditions of Provision of Information**

You acknowledge that SoFi HK obtains all Information from the relevant Exchange or other third party providers. You agree to comply with all conditions imposed by the relevant Exchange or third party in relation to the supply and use of

the Information. In particular, you agree:

- (a) that any Information provided to you is for your individual use only;
- (b) not to use any Information to establish, maintain or provide or to assist in establishing, maintaining, or providing a trading floor or dealing service where trading in Securities listed on the SEHK or of a type capable of being so listed or any other related Securities is being undertaken otherwise than through the SEHK;
- (c) not to disseminate any of the Information to any other person; and
- (d) not to use or permit the use of any Information for any illegal purpose.

### **22.3 No Guarantee of Accuracy of Information**

You understand that neither SoFi HK nor the relevant Exchange or third party supplying the Information guarantees the timeliness, sequence, accuracy, reliability or completeness of the Information. In particular, market quotations provided to you may not be real-time quotes for the relevant Securities due to market volatility and delay in transmission. Neither SoFi HK nor the relevant Exchange or third party supplying the Information will be liable in any way (whether in tort, contract or otherwise) for any loss or damage you may incur in connection with the provision of any such Information to you.

## **23. NEW LISTING OF SECURITIES**

### **23.1 Authority to Make Application**

You may request SoFi HK to apply for Securities in a new listing and/or issue of Securities on any Exchange ("New Issue") as your agent. SoFi HK is not obliged to accept such request. If SoFi HK accepts, you authorize SoFi HK to make such application on your behalf.

### **23.2 Familiarization with Terms and Conditions of New Listing**

If you request SoFi HK to apply for Securities in a New Issue on your behalf, you will familiarize yourself with all the terms and conditions governing such New Issue, including but not limited to SEHK Listing Rules and offering memorandum, and agree to be bound by and comply with all such terms and conditions.

### **23.3 Representations, Warranties and Undertakings**

You agree to provide such information, make such representations, warranties and undertakings and take such steps as may be required in connection with any such application. By requesting SoFi HK to apply for Securities in a New Issue on your behalf, you are deemed to have made such representations, warranties and undertakings as may be required in respect of the relevant application, and to have authorized SoFi HK to make them on your behalf to the issuer or sponsors of the New Issue or other relevant person.

### **23.4 Sole Application**

You declare and warrant that any application for Securities in any New Issue by SoFi HK at your request will be the only application made, and the only application intended to be made, by you or on your behalf for your benefit or the person for whose benefit you are making the application. You authorize SoFi HK to represent and warrant to SEHK and any other relevant person to that effect, and acknowledge that such representation and warranty will be relied upon.

### **23.5**

You acknowledge that any application made by an unlisted company, the principal business of which is dealing in securities, and in respect of which you exercise statutory control shall be deemed to be an application made for your benefit.

### **23.6**

You acknowledge and understand that the legal and regulatory requirements and market practice in respect of applications for Securities may vary from time to time, as may the requirements of any particular new listing or issue of Securities. You undertake to provide SoFi HK with such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal and regulatory requirements and market practice as SoFi HK may in its absolute discretion determine from time to time.

### **23.7 Bulk Application**

If SoFi HK or its agent makes a bulk application for its own account, on your behalf and/or on behalf of SoFi HK's other clients,

you agree:

- (a) that such bulk application may be rejected for reasons unrelated to your application, and neither SoFi HK nor its agent will, in the absence of fraud, negligence or willful default, incur any liability arising from such rejection; and
- (b) to fully indemnify SoFi HK against all loss and liability which it may suffer if such bulk application is rejected due to breach of your representations, warranties or undertakings or other factors relating to you. You acknowledge that you may also be liable to other persons affected by such breach or other factors.

## **24. NOTICES AND OTHER COMMUNICATIONS**

### **24.1 Notices and Communications**

All notices and other communications from SoFi HK to you under this Agreement may be sent by personal delivery, prepaid post, facsimile, test message, electronic mail or other electronic transmission (including posting on the SoFi HK website) to the last known address, facsimile number, phone number, electronic mail address in the Account Application or notified to SoFi HK in writing from time to time by at least seven (7) days' notice. You are deemed to have received any such notices and other communication upon delivery if personally delivered, upon expiry of two (2) days after being put into the post if sent by prepaid post, and upon a successful transmission message being obtained if sent by facsimile, test message, electronic mail or other electronic transmission.

### **24.2 Verbal Communications**

SoFi HK may also communicate with you verbally. You are deemed to have received any message left for you on your answering machine, voicemail or other similar electronic or mechanical device at the time it is left for you, whether actually received or not. Any record of such message left by SoFi HK will be conclusive evidence of SoFi HK having communicated the message to you and the contents thereof. SoFi HK will incur no liability for any loss or damage suffered as a result of you not having received any such notice or communication.

### **24.3 Responsibility to Check Sources and Facilities**

You agree to check regularly your mailbox, electronic mailbox, facsimile machine and other sources or facilities through which you receive communications for notices or other communications from SoFi HK. SoFi HK will not be responsible for any losses that arise from your own failure or delay to check such sources or facilities.

## **25. DISCLOSURE**

### **25.1 Disclosure to Hong Kong Regulators**

If you effected a transaction for the account of another person, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with such other person, you agree that, in relation to a transaction where SoFi HK has received an enquiry from the SEHK and/or the SFC (the "Hong Kong Regulators"), the following provisions of this Clause shall apply.

- (a) Subject as provided below, you shall, within 2 Business Days of request by SoFi HK, inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person for whose account the transaction was effected and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the person above/the ultimate beneficiary) who originated the transaction.
- (b) (i) If you effected a transaction on behalf of a collective investment scheme, a discretionary account or a discretionary trust you shall, within 2 Business Days of request by SoFi HK, inform the Hong Kong Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed us to effect the transaction.  
(ii) If you effected a transaction on behalf of a collective investment scheme, a discretionary account or a discretionary trust, you shall, within 2 Business Days of request by SoFi HK, inform SoFi HK when your discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where your investment discretion has been overridden, you shall, within 2 Business Days of request by SoFi HK, inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.
- (c) If you are aware that the person is acting as intermediary for its underlying client ("Ultimate Client") and you do not know the identity, address, occupation or contact details of the Ultimate Client, you confirm that:

- (i) you have arrangements in place with the person which entitle SoFi HK to obtain the information referred to in paragraph (a) and/or (b) above from the person immediately upon request or procure that it be so obtained.
- (ii) you will, upon request from SoFi HK in relation to a transaction, promptly request the information set out in paragraph (a) and/or (b) above from the person on whose instructions the transaction was effected, and provide the information to the Hong Kong Regulators as soon as received from the person or procure that it be so provided.
- (d) If you are located outside Hong Kong, you confirm that this Agreement creates valid and binding obligations under the laws of the jurisdiction to which you are subject.

#### **25.2 Disclosure to Regulators in Other Jurisdictions**

Without prejudice to the foregoing, if SoFi HK, its affiliates or agent receives any lawful request for information in connection with your Account or any transaction relating thereto from any government or regulatory authority in any other jurisdictions, then to the extent that such information is within the possession or control of SoFi HK, its affiliates or its agents, SoFi HK, its affiliates and its agents will be entitled to comply with such request for information without any reference to you. In any event, you will immediately upon SoFi HK's request provide the relevant authorities with such information as may be required by them.

#### **25.3 Obligation to Continue Notwithstanding Termination**

Your obligation under this Clause 25 will continue notwithstanding the termination of this Agreement for any reason.

#### **25.4 Disclosure relating to the Account**

SoFi HK may disclose information relating to the Account in compliance with applicable laws, rules and regulations, the Subject as provided below, you shall, within 2 Business Days of request by SoFi HK, inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person for whose account the transaction was effected and (so far as known to you) of the person with the ultimate beneficial interest in the requirements or request for information of the SFC, the SEHK, or other regulatory authority or to any member of the SoFi HK Group.

### **26. MATERIAL INTEREST**

#### **26.1**

You acknowledge that SoFi HK and/or any member of its group companies may have an interest, relationship or arrangement that is material in relation to any transaction effected on your behalf or the Securities concerned, including taking an opposite position to your orders whether for the account of SoFi HK, any member of the SoFi HK Group or any of their clients.

#### **26.2**

Where SoFi HK has a material interest in a transaction with or for you which gives rise to an actual or potential conflict of interest, SoFi HK shall not advise, or deal in respect of the transaction unless it has in advance disclosed that material interest or conflict to you and SoFi HK has taken all reasonable steps to ensure that you are treated fairly.

#### **26.3**

Subject to compliance with this Clause, neither SoFi HK nor any member of SoFi HK Group shall be obliged to disclose or account for any profits made by them in respect of any such transaction.

### **27. JOINT ACCOUNTS**

#### **27.1 Authority of Each Joint Owner**

If the Account is a joint account, each of you signing this Agreement (each a "joint owner") agrees that each joint owner will have authority in respect of the Account and this Agreement to deal with SoFi HK as if each of you alone was the sole owner of the Account without notice to the other joint owner(s). Any notice from SoFi HK to any joint owner is deemed to be notice to all joint owners. Each joint owner is jointly and severally liable for all obligations arising under the Account or this Agreement.

### 27.2 Instructions of Any Joint Owner

SoFi HK may act on the instructions of any of the joint owners concerning the Account but is under no obligation to do so. SoFi HK is not obliged to inquire into the purpose or propriety of any instructions received from any joint owner or the delivery of any Securities or the making of any payment pursuant thereto. Neither SoFi HK nor any of its officers, employees or agents will incur any liability in connection with acting on such instructions. SoFi HK reserves the right at its discretion to require written instructions from all joint owners. If SoFi HK receives notice of a dispute involving the Account or conflicting instructions from joint owners, it may in its discretion place trading and other restrictions on such Account.

### 27.3 Joint Tenancy

If the joint owners hold the Account as tenants in common, they should notify SoFi HK in writing and provide such documentation as SoFi HK may require. Otherwise, SoFi HK is entitled to presume that the joint owners expressly intend to hold as joint tenants with rights of survivorship.

In the event of death of any of the joint owners who hold as joint tenants, the surviving joint owner(s) must immediately notify SoFi HK in writing. The entire interest of the deceased in this Agreement and any Account will be automatically vested in the surviving joint owner(s). The estate of the deceased joint owner will have no interest therein, but will together with each surviving joint owner be jointly and severally liable to SoFi HK in respect of all liability incurred prior to the death of the deceased.

## 28. EXTRAORDINARY EVENTS

Without prejudice to Clause 6.11, you agree that SoFi HK and any of its directors, officers, employees or agents shall not incur any liability for any delay or failure to perform any obligation under this Agreement or for any loss or damage caused directly or indirectly by any condition or circumstances over which SoFi HK and its directors, officers, employees or agents do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, power failure, software malfunction, unauthorized access, system downtime, theft, war (whether declared or not), insurrection, riot, labour disputes, strikes, accident, flood, severe weather, earthquakes, fire or other act of God.

## 29. FATCA AND AEOI

### 29.1

If we determine that it is required to make a deduction or withholding for or on account of tax imposed under, pursuant or incidental to the FATCA (or the United States Treasury Regulations or other guidance issued under it, any associated intergovernmental agreement, any similar or associated non-U.S. law or any agreement that we enter into with any supranational, governmental, quasi-governmental, regulatory, administrative, law enforcement or supervisory body, entity, department, office, institution or court or tribunal of competent jurisdiction, stock exchange, clearing house or any other authority, body, entity, department, office or institution (each an "Authority") pursuant to any of the foregoing) (the "FATCA Withholding Tax") as a result of your status under U.S. tax laws and regulations, you authorize us to make such deduction or withholding in respect of any sum payable by us to you that is subject to the FATCA Withholding Tax, so that any payment to you will be made net of such deduction or withholding, and to pay any such deduction or withholding as may be necessary to the IRS, another Authority or any other person on behalf thereof.

### 29.2

You agree to provide to us, and consents that we may gather, store, use, process, disclose and report to the IRS, IRD and relevant tax authorities, any Authority or any other person such information (including any information relating to any of the Account(s) with us and any transaction or dealing with you and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of you) necessary or helpful for us to comply, as a result of your tax residency status, your beneficial owner and your controlling person, with any obligation that SoFi HK have or may become subject to in the future, whether in accordance with the provisions of any law, directive, regulation, rule, judicial or administrative order, judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process, or assumed by us pursuant to an agreement with the IRS or another Authority, to provide information or documentation, or necessary or helpful for us to comply with FATCA and AEOI and to avoid or minimize the application of the FATCA Withholding Tax on payments that we may receive or that we may make to you.

**29.3**

You acknowledge that before you provide any information regarding the controlling persons, you have notified the controlling persons and obtained their consent that you can provide such information to SoFi HK, Affiliates of SoFi HK, its agents and its service providers that such information may be provided to the IRS, IRD and relevant tax authorities for the purpose of compliance with FATCA and AEOI. SoFi HK and its Affiliates shall not be responsible or accountable for the consequences of any occasion where such consent has failed to be obtained.

**29.4**

You acknowledge that SoFi HK may take or refrain from taking any action we reasonably determine is required by FATCA to take or refrain from taking, including without limitation closing, transferring or blocking Account(s).

**29.5**

You agree to provide us, within 30 days upon our request of all such information and documents as may be necessary to verify your identity and do all such acts and things as may be necessary to enable us to comply with the Applicable Law. In particular, you:

- (a) shall provide SoFi HK with any documentation or information relating to its identity and tax residency status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of you, including but not limited to IRS Forms W9, W8BEN, W8BEN-E, W8IMY, FATCA and/or AEOI self-certification (for Financial Account Information to enable us to comply with its obligations pursuant to the Applicable Law, including FATCA and AEOI) and other forms for serving the similar purposes;
- (b) shall provide SoFi HK with any documentation or information relating to the direct or indirect ownership or holding of any of the Account(s) with SoFi HK or any product, service, assistance or support whatsoever provided by SoFi HK to you from time to time;
- (c) undertakes to comply with all requests made by SoFi HK for Financial Account Information to enable SoFi HK to comply with its obligations, requirements or arrangements for disclosing or using Financial Account Information; and
- (d) shall provide SoFi HK with such written consents and waivers of applicable data protection legislation or other rules or regulations in a form provided or approved by us from your direct and indirect beneficial owners for the purpose of permitting us to take the actions set forth in Clause 29.2.

**29.6**

You agree to inform us within 30 days if any of the foregoing information (including information contained in the documentation and forms, including the Financial Account Information, described above) changes and such change affects your tax residency status and the controlling person or causes any of the information contained in the self-certification to be incorrect or incomplete or is inaccurate, and to provide SoFi HK with updated documentation, forms, self-certification and information.

**29.7**

If you fails to provide us with the information, documentation, forms, consents or waivers as described in Clauses 29.4 and 29.5 above in a timely and accurate fashion, we shall be entitled to reach whatever conclusions it consider to be appropriate as to the status of any account(s) of you with SoFi HK or product, service, assistance or support whatsoever provided by SoFi HK to you from time to time and report required information to the relevant tax authorities.

**29.8**

You hereby agree that SoFi HK shall not be in any way liable for any consequences arising out of any disclosure or any act under this Clause 29.

**30. REPRESENTATIONS AND WARRANTIES**

You represent and warrant to SoFi HK that:

- (a) (if a company) you are duly incorporated and validly existing under the laws of your jurisdiction of incorporation, and you have full power, authority and legal right to own your assets and carry on your business;
- (b) you have full power, authority and legal right to enter into and perform your obligations under this Agreement and have taken or obtained all necessary corporate action (if a company) and all other necessary action to authorize the execution and performance of this Agreement;

- (c) this Agreement constitutes your legal, valid and binding obligations enforceable in accordance with its terms;
- (d) neither the execution of this Agreement nor the performance by you of any of your obligations or the exercise of any of your rights under this Agreement will conflict with or result in a breach of your memorandum or articles of association or other constitutive documents (if a company) or any law, regulation, judgment, order, authorization, agreement or obligation applicable to you; and
- (e) (if an individual) you warrant and represent that you are of legal age to enter into this Agreement. You represent and warrant to SoFi HK that the representations and warranties in this Clause 30 will be true and accurate throughout the continuance of this Agreement with reference to the facts and circumstances subsisting from time to time.

### **31. TERMINATION OF ACCOUNTS**

#### **31.1 Termination of Accounts**

You may, subject to satisfaction and discharge of your indebtedness, liability or other obligation to us, close your Account at any time by giving to us prior written notice of not less than seven (7) days. SoFi HK may close your Account or terminate any services provided to you at any time and for any reason. Closing an Account or terminating any services will not affect the rights and obligations of either party incurred prior thereto. Notwithstanding the above, if an account is closed with a credit balance which is equal to or less than HK\$10 in your Account, SoFi HK may charge a processing fee (on such basis as SoFi HK may from time to time determine and notified to you) for closing your Account and debit such fee to your Account.

#### **31.2 Default**

Each of the following shall be an event of default ("Event of Default"):

- (a) if you fail to pay cash to, or deposit Securities with, SoFi HK on demand from and to the satisfaction of, SoFi HK, or fail to make payment on any sum payable to SoFi HK on any due date(s);
- (b) if you are in breach of any of the terms and conditions of this Agreement;
- (c) if you file a petition in bankruptcy or insolvency or such a petition is filed against you;
- (d) if you seek or acquiesce to the appointment of a receiver;
- (e) if an attachment is levied against any of your Account or any Account in which you have an interest;
- (f) if any representation, warranty or undertaking made by you under or in connection with this Agreement is or becomes at any time incorrect or misleading;
- (g) you withdraw or fail to renew the authorization pursuant to Securities and Futures (Client Securities) Rules; or
- (h) if there occurs a change in your business, assets, prospects or general condition (financial or otherwise) which, in the opinion of SoFi HK, may adversely affect your ability to perform your obligations under this Agreement.

#### **31.3**

Without prejudice to SoFi HK's other rights or claims under this Agreement, upon the occurrence of an Event or Events of Default, SoFi HK shall be entitled in its sole and absolute discretion, without notice to you, to:

- (a) sell or otherwise dispose of any and all Property in your Account whether carried individually or jointly with others, buy any and all Property which may be short in such Account;
- (b) cancel any open orders, close any or all outstanding orders or commitments;
- (c) close out your Account in whole or in part; or
- (d) transfer or set-off any sum standing to the credit of the Account in a manner as SoFi HK, at its sole and absolute discretion, may think fit.

#### **31.4**

SoFi HK may take any of these actions without demand for funds or additional funds, notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by you. Any prior demand, notice or advertisement shall not be deemed a waiver of our right to take these actions without demand, notice or advertisement.

#### **31.5**

Any such sales or purchases may be made at SoFi HK's sole discretion on any exchange or other market where such business is usually conducted or a public auction or private sale, and SoFi HK may be the purchaser or seller for its own account, and you shall remain liable for any deficiency.

**32. INDEMNITY AND FURTHER ASSURANCE**

**32.1 General Indemnity**

Without prejudice to any other provision in this Agreement, 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: (a) any act or omission by any of them in the performance of SoFi HK's obligations under this Agreement, save where due to the negligence or willful default of SoFi HK; or (b) any failure by you to observe the provisions of, or perform your obligations under, this Agreement.

**32.2 Further Assurance**

You agree, and undertake that during the term of this Agreement, at your own expense and when requested by SoFi HK, to:

- (a) promptly do and execute, or cause to be done and executed, such acts and documents as may be necessary or desirable in SoFi HK's opinion to give full effect to the rights, remedies or powers conferred under this Agreement;
- (b) where applicable, deposit with SoFi HK or to its order, all certificates, and instruments, together, where appropriate, with all such necessary forms of transfer as SoFi HK may from time to time require; and

**33. MATERIAL CHANGES**

SoFi HK will notify you of material changes to (a) the name and address of the business of SoFi HK; (b) the licensing status of SoFi HK with the SFC and SoFi HK's CE number; (c) the description of the nature of services provided by SoFi HK; or (d) the description of the remuneration payable to SoFi HK and the basis for such payment.

**34. AMENDMENTS**

**34.1 SoFi HK's Right to Amend this Agreement**

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. If you do not accept the same, you may terminate this Agreement in accordance with Clause 31 by notifying SoFi HK in writing within seven (7) Business Days from your receipt or deemed receipt of the notice in accordance with Clause 24. 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.

**34.2 No Other Amendments**

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.

**35. SEVERABILITY**

If any provision or part of a provision of this Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the other provisions or parts of such provisions will not be affected and will remain in full force and effect. The legality, validity and enforceability of the whole of this Agreement will also not be affected in any other jurisdiction.

**36. WAIVER**

Waiver of any right under this Agreement must be in writing signed by the party waiving such right. SoFi HK will not be regarded as having waived any right under this Agreement if it fails or delays in exercising such right. Any single or partial exercise of any right under this Agreement will not preclude any further exercise of such right or the exercise of any other right. A party who waives any breach of any provision of this Agreement will not be regarded as having waived any subsequent breach of that provision or any other provision.

### 37. SUCCESSORS

You agree that this Agreement and all the terms hereof shall be binding upon your heirs, executors, administrators, personal representatives, successors and permitted assigns. This Agreement shall enure to the benefit of SoFi HK and its successors, assigns and agents.

### 38. ASSIGNMENT

SoFi HK may assign, transfer or otherwise dispose of all or any of its rights or obligations under this Agreement to any of its subsidiaries or affiliates without giving you notice, or to any other entity upon prior written notice to you. You may not assign, transfer or otherwise dispose of all or any of your rights and obligations under this Agreement without our prior written consent.

### 39. POWER OF ATTORNEY

You agree to and hereby irrevocably appoint SoFi HK, with full power as your true and lawful attorney-in-fact, to the fullest extent permitted by law, to carry out the provisions of this Agreement, take any action and execute any instrument that SoFi HK deems necessary or advisable for the purposes of this Agreement.

### 40. ENTIRE UNDERSTANDING

This Agreement, together with all other written agreements between you and SoFi HK related to your Account and terms contained on statements and confirmations sent to you, contains the entire understanding between you and SoFi HK concerning the subject matter of this Agreement.

### 41. ENGLISH/CHINESE VERSIONS

You acknowledge and confirm that: (a) you have read the English and/or Chinese version(s) of this Agreement (as the case may be) being the language of your choice; and (b) you fully understand, accept and agree to be bound by, this Agreement. If there is any conflict or discrepancy between the English and Chinese versions of this Agreement, the English version will prevail.

### 42. NOTICE RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE

#### 42.1

You may from time to time supply to SoFi HK and/or any member of its group companies personal data in connection with the Account. If you fail to supply such personal data, SoFi HK may not be able to open or maintain the Account for you and/or provide you with services in connection therewith.

#### 42.2

All personal data relating to you (whether provided by you or any other person, and whether provided before or after you open the Account) may be provided by the recipient to the following persons whether or not they are in or outside of Hong Kong: (a) SoFi HK or any other member of its group companies; (b) any director, officer, employee of the SoFi HK or its group companies only when carrying out the business of the SoFi HK or its group companies; (c) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, nominee, custodian or other services to any member of the SoFi HK and its group companies; (d) where personal data is collected by a member of the SoFi HK its group companies as agent or for forwarding to or otherwise applying for any facility or service, any person for such purpose who may not be in Hong Kong and may not be subject to the PDPO and not restricted in the use of the data; (e) any trustee, registrar or custodian of any unit trust or collective investment scheme in connection with the provision of any service to you by any member of the SoFi HK or its group companies or any centralised securities depository or registrar of securities held for you; (f) credit reference agencies and, in the event of default, debt collection agencies; (g) any person to whom SoFi HK transfers, assigns or proposes to transfer or assign its interests and/or obligations in respect of the Account or any services provided to you; (h) selected companies for the purpose of informing you of products and services which SoFi HK believes will be of interest to you; or (i) any person to whom SoFi HK or its agents is required by law, regulation, court order or request from any governmental or regulatory body to provide such data.

### 42.3

All data relating to you (whether provided by you or any other person, and whether provided before or after you open the Account) held by the SoFi HK and its group companies (whether supplied by you or a third party and whether before or after you open the Account) may be used for: (a) operating internal control/ verification procedures; (b) conducting credit, litigation and other status checks and assisting other institutions to conduct such checks; (c) ongoing administration of your Account; (d) providing you with securities trading and related services; (e) any purpose relating to collection of any sums due or enforcement of any charge or security in favour of any member of the SoFi HK and its group companies; (f) designing and/or marketing securities trading and other services or products of any member of the SoFi HK and its group companies; (g) forming part of the records of the recipient of the data as to the business carried on by it; (h) debt collection agency, in the event of default; (i) observing any legal, governmental or regulatory requirements of Hong Kong, or other relevant jurisdiction including any disclosure or notification requirements; (j) any other purpose relating to the business or dealings of the SoFi HK and its group companies.

### 42.4

You agree that your data may be transferred to any place outside Hong Kong, whether for the processing, holding or use of such data outside Hong Kong, and also to service providers which offer services to SoFi HK or any other member of the SoFi HK Group in connection with the operation of its business.

### 42.5

You have the right in accordance with the terms of the PDPO to: (a) check or enquire whether SoFi HK holds personal data about you; (b) request access to any such personal data held by SoFi HK within a reasonable time, in a reasonable manner and in a form that is intelligible; (c) request the correction of your personal data which is inaccurate; (d) be given reasons if a request for access or correction is refused; (e) ascertain SoFi HK's policies and practices in relation to data and to be informed of the kind of personal data held by SoFi HK; and (f) in relation to customer credit, request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency. SoFi HK may charge a reasonable fee for processing any data access request.

## 43. GOVERNING LAW, JURISDICTION AND PROCESS AGENT

This Agreement is governed by, and shall be construed in accordance with the laws of Hong Kong. You irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

Where applicable, you appoint the person nominated in the Account Application as process agent with authority to accept on your behalf service of process issued in Hong Kong. Service of process on such agent will constitute service on you.

## 44. STANDING AUTHORIZATION FOR CLIENT MONEY

This authorization covers money held or received by SoFi Securities (Hong Kong) Limited ("SoFi HK") in Hong Kong (including any interest derived from the holding of the client's money) in one or more segregated account(s) on client's behalf ("Monies").

Unless otherwise defined, all the terms used in this authorisation 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 Money) Rules (Cap 571I of the Laws of Hong Kong) as amended from time to time.

This instruction authorises SoFi HK to do any of the following without giving client(s) notice:

1. combine or consolidate any or all segregated accounts of client, of any nature whatsoever, maintained by SoFi HK or The Group (as defined in the Customer Agreement) and SoFi HK may transfer any sum of Monies to and between such segregated account(s) to satisfy client's obligations or liabilities to SoFi HK or any member of The Group, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured;
2. transfer any sum of Monies to any clearing/settlement account(s) maintained by SoFi HK with its agent broker(s) and/or clearing agent(s) for purpose of dealing in global securities transactions for and on behalf of client; and
3. transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by SoFi HK or any member of The Group.

Client hereby agrees to indemnify and to keep indemnified, SoFi HK, its agent broker(s) and/or clearing agent(s) from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this authority.

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

This authority is given without prejudice to other authorities or rights which SoFi HK or SoFi HK's Group Company may have in relation to dealing in Monies in the segregated accounts.

This authority shall be valid for a period of twelve (12) months from the date of this notice, unless otherwise terminated by SoFi HK or revoked by client with notice in writing to SoFi HK. This authority may be revoked by client by giving SoFi HK written notice to SoFi HK's address. Such notice shall take effect seven (7) Business Days after the date of SoFi HK's actual receipt of such notice unless otherwise determined by SoFi HK.

Client understand that this authority shall be deemed to be renewed on a continuing basis for a further period of not more than twelve (12) months without client's written consent if SoFi HK issues client a written reminder/notice at least fourteen (14) days prior to the expiry date of this authority, and client do not object to such deemed renewal before such expiry date.

#### **45. PAYMENT FOR ORDER FLOW**

You understand and agree that your order to purchase or sell any Securities in the U.S. market may be routed from SoFi HK's agent broker(s) to particular market makers for handling and you authorize SoFi HK to receive remuneration from such executed trades. You understand that this remuneration, known as "payment for order flow", is considered as compensation to SoFi HK. SoFi HK's agent broker may take a number of factors into consideration in determining where to send your orders in order to obtain the best execution, including execution price, accuracy of execution, size and type of the order, trading characteristics of the security, cost and difficulty of executing the order and opportunities for price improvement. Price improvement occurs when an order is executed at a price more favorable than the displayed national best bid and offer.

### **PART C RISK DISCLOSURE STATEMENTS**

#### **46. RISK DISCLOSURE STATEMENTS**

These Risk Disclosure Statements do not disclose all the risks and other significant aspects of any transactions or Services provided. You should therefore carefully consider whether the transactions entered into directly by you are suitable for you in light of your investment objectives, financial circumstances, your tolerance to risks and your investment experience. In considering whether to trade or invest, you should inform yourself and be aware of the risks generally, and in particular should note the following:

##### **46.1 Fluctuation in prices**

You acknowledge and agree that the price of Securities can and does fluctuate, sometimes dramatically, and that any individual Security may experience upward or downward movements and may even become valueless. It is as likely that losses may be incurred rather than a profit made as a result of buying and selling Securities, and you are prepared to accept such risk.

##### **46.2 Securities in custody**

You acknowledge and agree that:

- (a) there are risks in leaving Securities in the safe custody of SoFi HK, our nominee or agent; and
- (b) SoFi HK, our nominee or agent will not be responsible for: (i) any damage or loss arising in connection with such safe custody, save where due to the negligence or willful default of SoFi HK; or (ii) any damage or loss arising in connection with any act, default or negligence of any independent nominee, or our foreign brokers or agents or our foreign brokers' or agents' nominee, and you accept that any Securities placed with any independent nominee or our foreign brokers or agents, or our foreign brokers' and agents' nominee are at your own risk, provided that SoFi HK shall have exercised reasonable care in selecting any such nominee, broker or agent.

#### **46.3 Growth enterprise market**

You acknowledge and agree as follows:

- (a) The Growth Enterprise Market of the SEHK ("GEM") has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, companies may list on the GEM with neither a track record of profitability nor any obligation to forecast future profitability. There may be risks arising out of the emerging nature of companies listed on GEM and the business sectors or countries in which the companies operate.
- (b) There are potential risks of investing in such companies and you should decide to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- (c) Given the emerging nature of companies listed on GEM, there is a risk that Securities traded on GEM may be susceptible to higher market volatility compared to Securities traded on the Main Board of the SEHK. No assurance is given that there will be a liquid market in the Securities traded on GEM.
- (d) The principal means of information dissemination on GEM is publication on the Internet website operated by the SEHK. Companies listed on GEM are not generally required to issue paid announcements in gazetted newspapers. Accordingly, you need to have access to up-to-date information on GEM-listed companies as published on GEM website.
- (e) This risk disclosure statement does not purport to disclose all risks and other significant aspects of GEM. You should undertake your own research and study on the trading of Securities on GEM before commencing any trading activities.
- (f) You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of Securities on GEM.

#### **46.4 Client assets received or held outside Hong Kong**

You acknowledge and agree that your assets received or held by SoFi HK outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, your assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

#### **46.5 Trading NASDAQ-AMEX Securities on the SEHK**

You acknowledge that you have read and understood the information contained in the Account Opening Section entitled "Pilot Programme for Trading US Securities" posted on the SoFi HK website in connection with trading of NASDAQ-listed stocks through the pilot programme of the SEHK.

You further acknowledge and agree that the Securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult SoFi HK and become familiarized with the PP before trading in the PP Securities. You are aware that the PP Securities are not regulated as a primary or secondary listing on the Main Board or the GEM of the SEHK.

#### **46.6 Internet**

You acknowledge and agree that (a) access to the Services may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons; (b) transactions conducted through the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet; (c) Instructions may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the Instructions were given; (d) communications and personal data may be accessed by unauthorized third parties; (e) your Instructions may be executed without being subject to human review; and (f) there may be system failure which may result in your Instruction not being executed.

You also acknowledge and agree that it is not usually possible to cancel an Instruction after it has been given, and you agree to exercise caution before placing all orders. Any attempt you make to cancel an order is simply a "request to cancel". Whilst SoFi HK will use its reasonable efforts to process your "request to cancel", SoFi HK will not be liable to you if SoFi HK is unable to change or cancel the order.

#### **46.7 Exchange rate risk**

You acknowledge that you may expose to certain exchange rate risk from time to time when you maintain your brokerage account with SoFi HK. Exchange rate risk is simple the risk to which investors are exposed because changes in exchange rates may have an effect on investments that they have made. The most obvious exchange rate those that result from buying foreign currency denominated investments or converting your account balance to another currency. The commonest of these are shares listed in another country or foreign currency bonds.

**46.8 Market order**

You acknowledge and agree that a market order does not provide price protection and may fill at a price far lower/higher than the current price. Your account may have insufficient funds to settle the market order and may result in a negative cash balance. You should therefore carefully consider whether such an order is suitable in light of your own financial position and investment objectives. You agree to assume and accept all risks and liabilities arising from market order.

**46.9 Past performance information and the related statistics**

Past performance information and the related statistics of user account is not indicative of future performance.

When reviewing the Profile Information of another user, you should not assume that the user is unbiased, independent or qualified to be investment expert or investment professional or equipped with professional investment skills.

Furthermore, such user may have different investment horizon, risk appetites and risk tolerance. The good past performance of user in short period may result in substantial loss in long term period. Therefore, investment strategy of such user may not be suitable for you.

Past performance information and the related statistics of user account should be only considered as hypothetical performance results.

Hypothetical performance results have many inherent limitations.

No representation or guarantee is being made that any account will or is likely to achieve profits or losses similar to the past performance and statistics shown. The actual percentage gains/losses experienced by user will vary depending on many factors, including but not limited to: starting account balances (deposits and withdrawals), market behaviour, minimum trade size, the user's risk appetite/investment strategy.

Past performance information and the related statistics of user account may not reflect the actual investment results due to different investment horizon of user.

Please be aware that all information on the App is provided solely by way of information only. If you make investment decisions in reliance on information which is available as part of the App or as a result of the use of the App, you do so at your own risk and you understand that part of user's Profile Information may be hidden in order to protect market integrity and avoid improper operation of market force. No advice is intended to be provided or to be relied on as provided nor endorsed by SoFi HK; nor any solicitation or incentive provided to subscribe for or sell or purchase any share/ financial instrument. All trading or investments you make must be pursuant to your own unprompted and informed self- directed decision.

**46.10 Fractional Shares**

**Fractional Shares are non-withdrawable and non-transferable**

Fractional Shares are non-withdrawable and non-transferable from or to another broker. However, you would be able to combine any Fractional Shares of the same securities into a whole share given that the security is eligible for fractional trading.

**Shareholder rights for fractional shares**

Holding a share in a company generally entitles the holder of such share to certain rights in respect of the company. However, as these rights generally attach to a whole share, holding Fractional Shares will affect your enjoyment of such shareholder rights.

Voting rights at general meetings

Shareholders of a company are generally entitled to a voting right, being the right to cast a vote on matters which are transacted at a meeting of the shareholders of the company ("Voting Right"). However, holding Fractional Shares of a listed company ("Listed Company") creates risks in respect of your enjoyment of the Voting Right. It may not be permissible to fractionalize the Voting Right, due to the laws of the Listed Company's jurisdiction of incorporation and/or its constitutional documents (e.g. Articles of Association). In this scenario, the Voting Right may lie with SoFi HK or a third party appointed by SoFi HK (such as SoFi HK's US custodian broker). As a neutral party, SoFi HK or such other appointed third party will not be

taking instructions from you or the other owners of the Fractional Shares in respect of the Voting Right. Instead, SoFi HK will be taking, or will procure the relevant third party to take, one of the following courses of action:

- (a) Where the relevant Listed Company or our custodian broker has advised on a default option for the matter to be voted on at a meeting of the shareholders, the Voting Right will be exercised in favour of the default option; or
- (b) Where no default option has been advised, the Voting Right will not be exercised and SoFi HK or the appointed third party will abstain from voting. Such abstaining may have adverse implications for you (e.g. the loss of the ability to vote in favour or against a proposed share allotment, tender offers or rights offerings).

By trading Fractional Shares, you accept and acknowledge that you may not have any Voting Rights in respect of the Fractional Shares. You also consent to the manner in which the Voting Rights will be exercised by SoFi HK or the appointed third party, as outlined above.

Even where it is permissible to fractionalize the Voting Right, by transacting in Fractional Shares through SoFi HK, you agree to waive, relinquish or otherwise not exercise any Voting Rights you may have in respect of the Fractional Shares. You accept that you are not entitled to any compensation for the waiving, relinquishment or otherwise non-exercise of any Voting Rights. You also agree that SoFi HK is under no obligation to inform you of any changes to the legal position regarding the fractionalization of the Voting Right.

#### Matters decided outside of general meetings

Shareholders may also be asked to decide on matters outside of general meetings, which may take the form of correspondence sent by a company asking the shareholders to select a certain course of action, or to indicate consent to a certain matter (such bundle of rights, "Election Rights"). As with the Voting Rights, it may be impermissible for Election Rights of a Listed Company to be fractionalized due to the laws of the Listed Company's jurisdiction of incorporation and/or its constitutional documents. Where it is impermissible to fractionalize such rights, such rights may lie with SoFi HK or a third party appointed by SoFi HK (such as SoFi HK's US custodian broker). Where such correspondence is sent to SoFi HK or the appointed third party, SoFi HK will implement, or procure the appointed third party to implement, the selecting mechanism outlined above in respect of the Election Rights. This may similarly have adverse implications for you (e.g. not being able to make any elections which are suitable for you).

Even where it is permissible to fractionalize the Election Rights, by transacting in Fractional Shares through SoFi HK, you agree to waive, relinquish or otherwise not exercise any Election Rights you may have in respect of the Fractional Shares. You accept that you are not entitled to any compensation for the waiving, relinquishment or otherwise non-exercise of any Election Rights. You also agree that SoFi HK is under no obligation to inform you of any changes to the legal position regarding the fractionalization of the Election Rights.

#### Right to receive dividend payments

Once a Listed Company issues a dividend payment (whether in the form of cash or stocks), SoFi HK will arrange for your pro rata share of the dividend payment to be paid to you. SoFi HK is solely responsible for determining the amount of the dividend payment payable to you and you will not have any redress against the Listed Company issuing the dividend in the event of any disputes. You agree that SoFi HK's determination of the dividend payable to you, which shall be based on SoFi HK's records as at the ex-dividend date of the Listed Company, shall be conclusive in the absence of manifest error.

#### **Withdrawals and deposits from your account**

You understand and agree that SoFi HK may in its sole discretion and without notification to you, deposit/withdraw any amount of proceeds and/or any number of shares resulting from any corporate action into/from your account on a pro-rata basis of any Fractional Shares held in your account.

#### **Rounding**

All fractional holdings will be rounded to six decimal places while your cash balance is rounded to two decimal places. Rounding may affect your ability to be credited for sale proceeds, cash dividends, stock dividends and stock splits.

#### **Only market order (delay) is available**

Market Order is the only order type that is offered to trade with Fractional Shares. You understand and agree that your fractional instruction will be consolidated with similar fractional instruction received from other clients. The consolidated instruction will be placed as a Market Order with no price protection and may not be routed to the market instantly. SoFi HK may route the Consolidated Order to the market several hours or days after receiving the Fractional Instruction and the order may fill at a price lower/higher than the market price at the time of placing your fractional instruction. The price may be less favourable to you than if your instruction had been instructed as a whole share instruction. You accept to bear any fees and costs arose from the fractional order.

**Eligible fractional securities**

SoFi HK will only offer fractional trading for a limited number of securities ("Eligible Fractional Securities"). SoFi HK may from time to time adjust the list of Eligible Fractional Securities and will notify you for any changes of the eligibility of any fractional shares held in your account. A grace period would normally be given for the removal of any Eligible Fractional Securities, you are advised to sell your fractional holdings or combine them into a whole share before the end of the grace period.

**46.11 Trading Outside U.S. Core Trading Session**

There are special characteristics and risks associated with trading in U.S. securities at times that are outside the core trading session ("Extended Hours Trading Sessions"). Keep in mind that trading in the Extended Hours Trading Sessions may pose certain risks which are greater than those during core market hours and it may not be appropriate for all investors. Before deciding to trade during the Extended Hours Trading Sessions, you should read carefully and be familiar with the trading rules and understand the risks of trading during Extended Hours Trading Sessions. All investment decisions you make involving Extended Hours Trading are solely your responsibility. If in any doubt, you should seek professional advice.

**Extended Hours Trading Sessions**

SoFi HK provides following U.S. extended hours trading sessions:

Full Trading Day

Pre-Market Sessions: from 4:00 a.m. to 9:30 a.m. Eastern Standard Time

After-Hours Trading Sessions: from 4:00 p.m. to 8:00 p.m. Eastern Standard Time

Half Trading Day

Pre-Market Sessions: from 4:00 a.m. to 9:30 a.m. Eastern Standard Time

After-Hours Trading Sessions: from 1:00 p.m. to 5:00 p.m. Eastern Standard Time

You are required to select the coverage period when you place any U.S. orders by either choosing extended trading hours or non-extended trading hours to cover all the Pre-Market, After-Hours Trading and Core Trading Sessions ("Extended Trading Order") or only the Core Trading Sessions ("Core Trading Order") respectively.

SoFi HK reserves the right to change or modify its hours of operation (including the hours during which it accepts orders outside of the core trading session). Extended hours trading sessions, or any securities available to be traded therein, may be revised and/or temporarily or permanently suspended at our discretion without prior notice.

**Eligible Securities**

Most U.S. exchange-listed securities are eligible for trading outside of the core trading session. However, it is possible, at any time, the trading of certain securities may not be available. SoFi HK reserves the right, at any time and without notice, to suspend the trading of any or all securities outside of the core trading session and may cancel any relevant pending instruction from you.

Trading may be halted for various reasons including but not limited to corporate action and may not be lifted until the next business day.

**Eligible Orders**

**Limit Order Only.** Only limit orders and stop limit orders are allowed for Extended Hours Trading.

Limit Day Orders placed for Extended Hours Trading Sessions that are not fully executed or canceled will expire at the end of business day and will not carry over to the next business day. A Good Till Date order (including but not limited to stop limit orders) will be carried forward to the next business day until it is fully filled, canceled or expired. A stop limit order placed for Extended Hours Trading Sessions could be triggered and executed in the Core Trading session or Extended Hours Trading Sessions.

**Extended Hours Trading Risks**

We have highlighted several risks associated with extended trading for you below. You should therefore carefully consider whether such trading is suitable for you in light of your investment objectives, financial circumstances, your tolerance to risks and your investment experience. In considering whether to trade or invest, you should be aware of the risks generally,

and in particular should note the following:

1. **Lower Liquidity:** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended trading hours as compared to core trading hours. As a result, your order may only be partially executed, or not at all.
2. **Higher Volatility:** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended trading hours than in core trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours trading than you would during core trading hours.
3. **Changing Prices:** The prices of securities traded in extended hours trading may not reflect the prices either at the end of core trading hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during core trading hours.
4. **Unlinked Markets:** Depending on the extended hours trading system or the time of day, the prices displayed on our App may not reflect the prices in other extended hours trading or market data systems from other provider(s). Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.
5. **News Announcements:** Normally, issuers make news announcements that may affect the price of their securities after core trading hours. Similarly, important financial information is frequently announced outside of core trading hours. In extended trading hours, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.
6. **Wider Spreads:** The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.
7. **Lack of Calculation or Dissemination of Underlying Index Value or Intraday Indicative Value (“IIV”).** For certain derivative securities products, an updated underlying index value or IIV may not be calculated or publicly disseminated during extended trading hours. Since the underlying index value and IIV may not be calculated or widely disseminated during the pre-market and after-hours trading sessions. An investor who is unable to calculate implied values for certain derivative securities products in those sessions may be at a disadvantage to market professionals.
8. **Stop Limit Order:** Your stop limit order may have a higher chance to be triggered and released to the market during extended trading hours sessions due to the high volatility in the market, if you place it as an Extended Trading Order. The order may also not be executed during Extended Trading Hours due to the low liquidity in the market.

#### 46.12 Virtual Assets and Virtual Asset-related Products

The purpose of this risk disclosure statement is to outline the material risks associated with investing or transacting in Virtual Assets or Virtual Asset-related products (“VA-related products”). Trading in Virtual Assets or VA-related products is highly risky and is only suitable for investors with high-risk tolerance and the financial ability to sustain losses if the trading becomes unprofitable. The risk of loss in transactions involving Virtual Assets or VA-related products can be substantial. Do not invest in these products unless you fully understand the risks and are prepared to lose your entire investment. You must carefully consider your financial objectives, investment experience, and risk tolerance before engaging. Independent professional advice is strongly recommended if you are in doubt.

##### Nature of Virtual Assets

Virtual Assets are not legal tender. They may not be backed by physical assets and are not backed or guaranteed by the government. They may not have intrinsic value. Some Virtual Assets may not circulate freely or widely, and may not be listed on any secondary markets. Virtual Assets are generally a high risk asset class. You should exercise caution in relation to the trading of Virtual Assets and VA-related products.

##### Complexity of Virtual Assets

Virtual Assets may be complex due to their structure, technological attributes, and novelty. Their terms, features and risks are not reasonably likely to be understood by retail investors. Market participants’ engagement in more complex transaction strategies for Virtual Assets or VA-related Products can result in increased risk, which may impact the values of the Virtual Assets or VA-related Products. You should not engage in Virtual Asset and VA-related products transactions unless you fully

understand their nature underlying technology and associated risks.

#### **Price Volatility and Investment Risk**

Virtual Assets investments have been subject to significant price volatility. The values of the Virtual Asset may fluctuate significantly over a short period of time. Any Virtual Assets may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, change to the nature or properties of the Virtual Asset product, governmental or regulatory activity, legislative changes, suspension or cessation of support for a Virtual Asset or other exchanges or service providers, public opinions, or other factors outside of our control. The volatile and unpredictable fluctuations in price may result in significant losses over a short period of time. As such, an investment in Virtual Assets or VA-related products involves a substantial degree of risk. The value of a Virtual Asset or VA-related product could decline significantly and without warning. You should be prepared to lose part of, or even their entire investment. The performance of a VA-related product (i.e., VA ETFs, VA Futures ETFs, etc.) may differ significantly from the performance of the underlying Virtual Asset itself. Any representation of past performance is not necessarily a guide to future performance.

#### **Lack of Secondary Market Risk**

A liquid secondary market for a Virtual Asset or VA-related product may not exist, even if it is tradeable. You may not be able to liquidate your investments easily or may only do so at unfavourable prices.

#### **Risk of Legal and Regulatory Uncertainty**

The legal and regulatory treatment of Virtual Assets and VA-related products is evolving and may change without notice. Such changes may adversely affect the use, storage, exchange, value, transferability, or legality of certain Virtual Assets. Some Virtual Assets may fall outside the definition of "securities" under the Securities and Futures Ordinance ("SFO"). In addition, some Virtual Asset and VA-related product service providers (including custodians, administrators, and trading platforms) may operate with limited or no regulatory oversight. In addition, Virtual Assets and VA-related products may or may not be considered as "property" under the laws of other jurisdictions, and such legal uncertainty may affect the nature and enforceability of your interest in the Virtual Asset and VA-related products.

#### **Investor Compensation Risk**

Transactions in Virtual Assets are not covered by the Investor Compensation Fund under the Securities and Futures Ordinance (SFO) and that any Virtual Assets or fiat currency held in a Virtual Asset account may not be protected. Accordingly, Virtual Asset Transactions and Virtual Assets may offer a reduced level or type of protection compared to other investment products and asset classes under applicable regulations, and you bear the associated risks of loss.

#### **No Deposit Protection**

Any fiat currency or Virtual Assets held with SoFi HK or with an SFC-licensed platform are not "deposits" under the Banking Ordinance (Cap. 155, Laws of Hong Kong). Accordingly, such holdings are not protected under the Deposit Protection Scheme or equivalent safeguards.

#### **Counterparty Risk**

Effecting transactions with issuers, private buyers and sellers or through trading, lending or other dealing platforms (collectively, the "Counterparties") is subject to counterparty risk. You should evaluate the creditworthiness of the Counterparties and undertake appropriate due diligence before undertaking any transaction. You should read the applicable terms, information and risk disclosures provided by the Virtual Asset and VA-related product issuer carefully before entering into a Virtual Asset or VA-related product transaction. You should seek independent professional advice before making any investment decision.

#### **Issuer Default Risk**

SoFi HK does not issue Virtual Assets unless expressly stated otherwise. In the event that a Virtual Asset issuer becomes insolvent and defaults on their issued products, you may be considered as an unsecured creditor and may have no preferential claims to any assets of the issuer. You should therefore conduct appropriate due diligence and evaluate the creditworthiness of issuers and conduct your own assessment on the potential of the project before entering any transaction. Since Virtual Assets are not legal tender and Virtual Assets are not backed by any government and authorities, in the event of the bankruptcy, administration or liquidation of the issuer or the cessation of operations of the issuer, the Virtual Asset issued by the issuer may no longer have any value, and you can lose the entire investment. SoFi HK makes no representations or warranties about whether any Virtual Asset will always continue to trade in an SFC-licensed platform. Any Virtual Asset is subject to delisting by an SFC-licensed platform without prior notice and in the sole discretion of the SFC-licensed platform. You should seek independent professional advice before making any investment decision.

#### **Risk of Blockchain Collapse**

Virtual Assets may be lost if a blockchain network collapses, or Virtual Assets issuers go bankrupt or if a speculative bubble bursts. In such cases, the underlying Virtual Assets you invested in could lose most or all of its value.

### **Risk Relating to Dealing with Unregulated Products**

Virtual Assets may not be authorised by the SFC or similar regulator, which means that they may not be subject to the regulation of the SFC or similar regulator. Their structures, operations and offering documents may not be governed by any rules or regulations in Hong Kong or other jurisdictions. Even if a Virtual Asset is described as having been authorised by the SFC or similar regulator, you should note that SFC or similar regulator's authorisation is not a recommendation or endorsement of a Virtual Asset nor does it guarantee the commercial merits of a Virtual Asset or its performance.

### **Risk of Loss**

You can lose your investments in Virtual Assets and VA-related products due to criminal or fraudulent activities, especially if your investments or funds are held in a "hot wallet." A hot wallet is a virtual wallet that is connected to the internet, allowing you to store, send, and receive Virtual Assets. Due to their online accessibility, hot wallets are deemed to be more vulnerable to hacks and theft than cold storage methods, i.e., offline wallets.

### **Conflicts of Interest**

The Virtual Assets trading platform operators may be acting as agents for you as well as acting as principal against you. The Virtual Assets trading platform operators may facilitate the initial distribution of Virtual Assets (such as, initial coin offerings), secondary market trading or both, in manners similar to a traditional exchange, alternative trading system or securities broker. If these operations are not under the purview of any regulator, it would be difficult to detect, monitor and manage conflicts of interest.

### **Internet and Technology Failure Risk**

Trading and custody of Virtual Assets depend on the internet and related technologies (including distributed ledger technology). This exposes you to risks associated with internet or system disruption or failure, including but not limited to internet connectivity issues, bandwidth issues and hardware failures. This can result in possible delays or failures in executing instructions in relation to Virtual Assets, incorrect execution of instructions and other issues. The nature of Virtual Assets also means that any technological difficulties experienced by the Virtual Assets trading platform may prevent you from dealing with your Virtual Assets. You accept these risks and the possibility that transactions cannot be effected for a period of time due to such disruptions.

### **Hacking and Technological-related Risk**

Virtual Assets and VA-related Products may be subject to expropriation and/or theft. Hackers may attempt to obtain unauthorized access to information and/or assets in different ways, including but not limited to malware attacks, smurfing, and spoofing, resulting in the loss of Virtual Assets and VA-related Products or the loss of an investor's ability to access or control their Virtual Assets and VA-related Products. There may be no remedy in such an event, and holders of Virtual Assets and VA-related Products are not guaranteed any remedy, refund, or compensation. Additionally, Virtual Assets rely on various types of distributed ledger technology. Some of this technology is open source software that is built upon experimental technology, namely blockchain. There are various technological risks when transacting in Virtual Assets, including, but not limited to, the existence of technical flaws in the technology, targeting by malicious persons, majority-mining, consensus-based or other mining attacks, changes in the consensus protocol or algorithms, decreased community or miner support, rapid fluctuations in values of relevant Virtual Assets, the failure of hardware, software, internet connections, the risk of malicious software introduction, cyber-attack, failure of the underlying technology, blockchain, or other networks, computer viruses, communication failures, disruptions, errors, distortions or delays, and other attacks or failures. Any such cybersecurity failures or breaches, whether involving the VA trading platform or third-party service providers, could negatively affect the Virtual Assets' price, liquidity and/or tradability.

### **Loss of Private Key is Permanent and Irreversible**

You alone are responsible for securing your private key in respect of any address with respect to Virtual Assets not received nor held by SoFi HK in the account. Losing control of your private key will permanently and irreversibly deny you access to your Virtual Assets. Neither SoFi HK nor any other person will be able to retrieve or protect your Virtual Assets not held by SoFi HK in the account. Once lost, you will not be able to transfer your Virtual Asset to any other address or wallet. You will not be able to realize any value or utility that the Virtual Asset may hold now or in future.

### **Irreversible Transactions**

Virtual Asset Transactions may be irreversible and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. You should note that once a Virtual Asset Transaction has been verified and recorded on a blockchain, loss or stolen Virtual Assets generally will not be reversible.

### **Forks and Attacks**

Virtual Assets may be subject to Forks or attacks on the security, integrity or operation of the networks, including Network Events. Such events may affect the features, functions, operation, use or other properties of any Virtual Asset, network or platform. The events may also severely impact the price or value, function and/or the name of any Virtual Assets, or even result in the shutdown of the network or platform associated with the Virtual Asset. Such events may be beyond the control

of SoFi HK, or to the extent SoFi HK has any ability to impact such events, SoFi HK's decision or actions may not be in your interests.

### **Evolving Technology Risk**

Cryptographic and distributed ledger technologies are still evolving and may contain technical flaws or be used in new ways that create additional or unforeseen risks. Applying these technologies to Virtual Assets may result in theft, loss, disappearance, destruction, devaluation or other compromises of your Virtual Assets. You accept that these technologies are often open-source and experimental, and that changes in protocols, algorithms or network rules may affect the value, functionality and usability of the assets you hold.

### **Execution of Transactions**

A Virtual Asset Transaction shall be deemed executed only upon its recording and confirmation by the relevant Virtual Asset Exchange or blockchain network, as applicable. The time of such recording and confirmation may differ from the time at which you submit or initiate the transaction instructions. SoFi HK shall bear no responsibility for any delay in the execution, recording, or confirmation of any Virtual Asset Transaction.

### **Timing Risk**

All Virtual Asset Transactions are final and irreversible once executed. There exists a risk that the final and binding execution of a Virtual Asset Transaction may not coincide with the time at which your instructions are given or intended to be effected. You accept full responsibility for any losses, damages, or adverse consequences arising from timing discrepancies, delays, or the inability to execute a Virtual Asset Transaction at a desired time.

### **New Types of Virtual Assets**

The fast-evolving blockchain and distributed ledger technologies have the potential to radically transform the financial landscape, introducing new forms of Virtual Assets in the market. Such assets will likely come with their own unique set of risks.

### **Money-Laundering Risk**

Virtual Assets are generally transacted or held on an anonymous basis. In particular, platforms which allow conversions between fiat currencies and Virtual Assets are inherently susceptible to higher risks of money laundering and terrorist financing. Where criminal activities are involved, you may not be able to get back your investments as a result of law enforcement action.

### **Trading Suspension Risk**

When a Virtual Asset Exchange is suspended, halted, or outside its trading hours, you cannot place or execute buy/sell orders and subscriptions/redemptions may also be suspended. Market, technical or operational issues (e.g., outages, blockchain congestion, validator failures, extreme volatility, pricing feed errors) may make it difficult or impossible to liquidate or adjust positions and orders may be delayed, partially filled, repriced, or rejected. Airdrops, forks, protocol upgrades and other network events may occur with little or no notice and may affect execution, settlement, valuation, transferability or custody of Virtual Assets and reliable advance information and third-party oversight may be limited. You understand SoFi HK does not control networks or exchanges, does not guarantee uninterrupted access or execution and is not liable for losses arising from such events except as required by law. You remain responsible for managing related risks and maintaining appropriate safeguards.

### **Conversion Risk**

Transactions denominated in Virtual Assets or fiat currencies other than your primary reference asset are subject to exchange-rate fluctuations. Adverse market movements may result, at maturity or earlier dealing, in net proceeds materially below the initial amount in the primary reference asset, and any income or gains may be wholly offset. In addition, the value of a Virtual Asset may be derived, among other things, from the continued willingness of market participants to exchange fiat currency for that Virtual Asset, and this means that the value of a particular Virtual Asset may decline, or be completely and permanently lost should the market for that digital asset disappear. There is no assurance that a market that existed for a particular Virtual Asset will continue to exist in the future, or that a person who accepts a digital asset as payment today will continue to do so in the future.

### **Risk of Assets Received or Held Outside of Hong Kong**

Virtual Assets received or held outside Hong Kong are subject to applicable laws (if any) of the relevant overseas jurisdictions, which may be different from the SFO and the rules made thereunder (if applicable). Consequently, such assets may not enjoy the same protection (if any) as that conferred on assets received or held in Hong Kong.

### **Transaction Restrictions**

The trading of Virtual Assets are restricted or prohibited by certain jurisdictions. Virtual Assets should not be traded directly or indirectly without necessary authority approval (whether statutory or otherwise).



## SoFi Securities (Hong Kong) Limited Customer Agreement

### **Jurisdiction Risk**

Residents, Tax residents or persons having a relevant connection with certain jurisdictions are excluded from carrying out Virtual Asset Transactions. Changes in your place of domicile or the applicable law may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that any Virtual Asset Transaction is, and remains lawful despite changes to applicable laws, your place of residence and circumstances.

### **Tax and Accounting Treatment**

Some transactions in Virtual Assets may be subject to applicable tax laws and reporting in relevant jurisdictions. The tax treatment and accounting standards for Virtual Assets are evolving, may vary by jurisdiction and may change without notice. SoFi HK may receive inquiries or lawful requests from tax authorities and may be required to disclose information relating to your transactions and there are currently no universally accepted auditing standards for verifying existence, ownership, or valuation of Virtual Assets, which may affect assurance procedures and financial reporting. You are responsible for understanding tax implications and should obtain independent professional advice before entering into any Transaction.

### **Unforeseeable Risks**

Given the rapidly evolving nature of Virtual Assets, including advancements in the underlying technology, market disruptions and resulting governmental interventions that are unforeseeable, you may be exposed to additional risks which cannot currently be identified.

## Appendix 1: Virtual Assets

This Appendix governs the provision of services in relation to Virtual Assets by SoFi Securities (Hong Kong) Limited ("SoFi HK") to you. This Appendix is intended to be read in conjunction with, and as a supplement to, the Customer Agreement for Securities Trading ("Customer Agreement") entered into between you and SoFi HK. In the event of any conflict between the provisions of the Customer Agreement and this Appendix, the provisions of this Appendix shall prevail.

### PART A INTERPRETATION AND DEFINITIONS

#### 1. Definitions

**AMLO**

means the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap.615);

**Authorized Financial Institution**

means an authorized institution as defined in section 2(1) of the Banking Ordinance (Cap. 155);

**Client Money**

means any money received or held by or on behalf of SoFi HK, which is so received or held on your behalf or in which you have a legal or equitable interest, and includes any accretions thereto whether as capital or income;

**Client Virtual Asset**

means any Virtual Asset received or held by or on behalf of SoFi HK, which is so received or held on your behalf or in which you have a legal or equitable interest, and includes any rights thereto;

**Professional Investor**

means the definition in section 1 of Part 1 of Schedule 1 to the SFO;

**Retail Client**

means any person other than a Professional Investor;

**SFC-licensed Platform or VA Trading Platform**

means a Virtual Asset trading platform operated by an operator which is licensed by the SFC pursuant to section 116 of the SFO and/or section 53ZRK of the AMLO, each from time to time, and as selected by SoFi HK;

**Virtual Asset or VA**

means any Virtual Assets as defined in section 53ZRA of the AMLO;

**Virtual Asset Dealing Services** means any Virtual Asset dealing services provided by SoFi HK to purchase, invest in, sell, exchange or otherwise dispose of and generally deal in and with all kinds of Virtual Assets on your behalf through operating one or more omnibus accounts established and maintained with an SFC-licensed Platform;

**VA Account**

means an account opened and maintained by SoFi HK through which you may obtain Virtual Asset Dealing Services and/or effect and record VA Transactions from time to time;

**VA Custodian Account**

has the meaning ascribed to it in clause 4;

**VA Transaction**

means any transactions, dealing, agreement action or service involving Virtual Assets.

#### 2. Interpretation

- 2.1 Capitalized terms not otherwise defined in clause 1 shall have the meanings provided in this Agreement signed between you and SoFi HK.
- 2.2 Clause and Schedule headings are for ease of reference only.
- 2.3 The singular shall include the plural and vice versa.

### PART B GENERAL

#### 3. Virtual Asset Dealing Service

- 3.1 SoFi HK will only provide Virtual Asset Dealing Services to you in respect of its business in Type 1 regulated activity as defined under the SFO.

- 3.2** SoFi HK will only execute VA Transactions for you on the platform of the SFC-licensed Platform. The Virtual Assets available in respect of the Virtual Asset Dealing Services may be more limited than the scope of virtual assets made available on the SFC-licensed Platform.
- 3.3** SoFi HK will accept your order to buy or sell a Virtual Asset only if you have sufficient fiat currencies and/or Virtual Assets in the VA Account to meet your obligations under the proposed trade, inclusive of any applicable fees and charges.
- 3.4** Short selling of Virtual Assets is prohibited in the VA Account.
- 3.5** SoFi HK does not provide any financial accommodation to facilitate you in any VA Transactions.
- 3.6** You acknowledge that:
- (a) SoFi HK may not enable the VA Account to trade all Virtual Assets that are available to trade on an SFC-licensed Platform(s);
  - (b) certain Virtual Asset Dealing Services are only available to Professional Investors; and
  - (c) SoFi HK reserves the right, at its absolute discretion, to refuse any application to open a VA Account, deny your access to any Virtual Asset Dealing Services, and decline to accept any Instruction to trade Virtual Assets at any time and for any reason. This includes but is not limited to situations where exposure limits, as specified in the clause 3.7, may be exceeded; where your IP address is detected in a jurisdiction that prohibits or restricts trading of Virtual Assets; or where SoFi HK determines that you does not meet all applicable laws or has not fulfilled any requirements imposed by SoFi HK from time to time. You agree that SoFi HK shall not be liable for any loss whatsoever arising from its refusal to provide Virtual Asset Dealing Services, the imposition of any limits, restrictions, or conditions related to the VA Account, or the omission to notify you of such limits, restrictions, or conditions.
- 3.7** Except where you are an Institutional Professional Investor or a Qualified Corporate Professional Investor (as defined in the relevant SFO guideline), SoFi HK will assess your risk tolerance level, financial situation (including net worth) and personal circumstances and require you to pass a Virtual Asset knowledge assessment and/or complete prescribed training in relation to Virtual Asset trading, before offering the Virtual Asset Dealing Services to you. You acknowledge and agree that any limits and controls imposed by SoFi HK shall solely be for SoFi HK's protection and accordingly, SoFi HK will not be in any way whatsoever be responsible for monitoring or ensuring your compliance with any limits imposed by all applicable laws or by any party. In addition, SoFi HK may, in its discretion as it deems fit, set, vary or remove an exposure limit for the VA Account. You shall indemnify SoFi HK against any loss, damage, costs, charges or expenses as a result of your breach of any limits or controls imposed by SoFi HK pursuant to this clause 3.7.
- 3.8** If SoFi HK solicits the sale of or recommends any product including any Virtual Assets to you, the product must be reasonably suitable for you, having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document SoFi HK may ask you to sign and no statement SoFi HK may ask you to make derogates from this clause.
- 3.9** For Instructions in relation to orders in Virtual Assets which are placed by you directly on SoFi HK's Trading App (being the mobile app developed and offered by SoFi HK) or directly to staff of SoFi HK for onward passing to the SFC-licensed Platform for execution, SoFi HK is not required to ensure that the VA Transaction is suitable for you, if there has been no solicitation or recommendation made by SoFi HK.
- 3.10** You acknowledge and agree that, according to the terms of business between SoFi HK and the SFC-licensed Platform, all VA Transactions will be executed on an omnibus basis on the SFC-licensed Platform. The SFC-licensed Platform with which SoFi HK maintains its omnibus account has ultimate decision in relation to the treatment of rights, such as voting rights as well as rights to participate in network events, including but not limited to airdrops and hard forks, arising out of ownership of Virtual Assets. In the event that the SFC-licensed Platform provides SoFi HK with notification of any scheduled network event publicized in advance, SoFi HK shall, to the extent practicable, inform you promptly upon receipt of such notification regarding any rights you may possess in relation to your ownership of Virtual Assets, as well as the manner in which such rights may be exercised or managed by the SFC-licensed Platform, unless it is deemed impossible or unreasonably impracticable to do so.
- 3.11** You acknowledge that the actual date on which Virtual Assets purchased by you are credited to the VA Account may differ due to various factors. These factors include, but are not limited to, the discretion exercised by the issuer of such Virtual Assets, as well as the transfer procedures of the relevant SFC-licensed Platform through which your VA Transactions are executed and settled.
- 3.12** The acceptance and execution of all Instructions relating to VA Transactions are subject to the cut-off/trading times, rules and requirements set by the SFC-licensed Platform and/or SoFi HK.
- 3.13** Notwithstanding any contrary provisions in the Customer Agreement for Securities Trading, SoFi HK may in its sole and absolute discretion, from time to time and without notice or reason to you:
- (a) amend, modify, suspend or terminate the operation of the Virtual Asset Dealing Services and/or the terms of use for such Virtual Asset Dealing Services;

- (b) suspend or terminate your access to the Virtual Asset Dealing Services; and/or
- (c) terminate the VA Account,

and shall not be liable to you for any loss, damage, costs, charges or expenses which may be suffered by your consequent upon any of the above actions.

#### 4. Custodian Arrangement

4.1 You acknowledge and agree that, unless otherwise mandated by the provisions of the SFO and applicable laws and regulations, SoFi HK shall:

- (a) maintain one or more omnibus accounts (designated as a trust or client account) with one or more SFC-licensed Platform(s) or with an Authorized Financial Institution that meets the custodial standards prescribed by the Hong Kong Monetary Authority (“**HKMA**”), or with an SFC-licensed or registered Virtual Asset custodian service provider for holding Client Virtual Assets on your behalf (each referred to as a “**VA Custodian Account**”). Client Virtual Assets received by SoFi HK are held on trust for you in segregated accounts. The SFC-licensed Platform(s) or Authorized Financial Institution or custodian service provider will act as SoFi HK’s agent and on SoFi HK’s behalf;
- (b) with respect to Client Money received by SoFi HK in Hong Kong, maintain one or more segregated client trust accounts with an Authorized Financial Institution in Hong Kong for holding such Client Money;
- (c) with respect to Client Money received by SoFi HK in any other jurisdiction, maintain one or more segregated bank accounts with a bank in another jurisdiction as agreed by the SFC from time to time for holding such Client Money; and
- (d) refuse any withdrawal of funds in your account for the duration of any indebtedness owed by you to SoFi HK, and you shall not withdraw any funds without the prior consent of SoFi HK.

4.2 You acknowledge that the SFC-licensed Platforms holding Client Virtual Assets in VA Custodian Account(s) are required to adhere to relevant guidelines issued by the SFC, including but not limited to:

- (a) the minimum required percentage of Client Virtual Assets stored in cold storage (such as Hardware Security Module (HSM)-based cold storage) except under limited circumstances permitted by the SFC on a case-by-case basis with remaining in hot and other storages (i.e., online environments which provide an interface with the internet), and they are required to implement required security measures to ensure security of Client Virtual Assets; and
- (b) the compensation arrangement approved by the SFC to cover potential loss of Client Virtual Assets. So far as Client Virtual Assets stored in VA Custodian Account(s) with Authorized Financial Institutions are concerned, they are required to comply with relevant requirements of the Hong Kong Monetary Authority from time to time.

4.3 You acknowledge and agree that:

- (a) Client Virtual Assets may not enjoy the same protection as that conferred on “**Client Securities**” under the SFO and the Securities and Futures (Client Securities) Rules (Cap. 571H); and
- (b) Client Money may not enjoy the same protection as that conferred on “**Client Money**” under the SFO and the Securities and Futures (Client Money) Rules (Cap. 571I).

#### 5. Client authorization in respect of Client Money and Client Virtual Asset

5.1 You acknowledge and agree that the authorization provided under this clause 5 applies to both Client Money and Client Virtual Assets. You hereby consent to grant SoFi HK a standing authority to apply any of the Client Money and Client Virtual Assets at any time in accordance with this Agreement (the “**Standing Authority**”).

5.2 You authorise SoFi HK to:

- (a) pay/transfer the Client Money to your accounts held with SoFi HK (including without limited to securities trading accounts or VA Account);
- (b) pay/transfer the Client Money from your accounts held with SoFi HK to SFC-licensed Platforms (including any VA Custodian Account) in order to meet your obligations, whether existing at the time of transfer or contemplated in the future, in respect of any VA Transaction that you carry out or intend to carry out;
- (c) deposit any sum of Client Money into, or transfer any sum of Client Money interchangeably between, any segregated bank accounts (and other bank accounts outside Hong Kong) opened and maintained at any time by SoFi HK and the VA Custodian Account(s), even in the absence of any Instruction for any VA Transaction;
- (d) exchange the Client Money into any other currency(ies) under such rate of exchange as conclusively determined by SoFi HK at its absolute discretion;
- (e) debit any or all segregated accounts maintained by SoFi HK, including the VA Custodian Account for such amounts of Client Money and/or Client Virtual Assets as required to settle any liabilities and/or obligations of you under any agreements with SoFi HK;
- (f) instruct the SFC-licensed Platform as SoFi HK may in its absolute discretion deem fit to execute any VA Transactions, under the terms of business and the applicable rules of the relevant SFC-licensed Platform through which such VA Transactions are executed and settled;

- (g) transfer any of Client Virtual Assets interchangeably between any VA Custodian Accounts;
- (h) transfer any Client Virtual Assets to or from the VA Custodian Account(s) for the purpose of trading and settlement in respect of your dealing in VA-related products; and
- (i) deposit, transfer, lend, pledge, repledge, exchange the Client Virtual Asset into any other Virtual Asset(s) under such rate of exchange as conclusively determined by SoFi HK at its absolute discretion or otherwise deal with or create encumbrance over Client Virtual Assets for the purpose of trading, settlement, satisfying margin requirements, settling any liabilities owed by you to SoFi HK.

### 5.3 Standing Authority

- (a) You acknowledge and agree that SoFi HK may do any of the things set out in clause 5 without giving further notice to you.
- (b) You agree to give such standing authority as required, and in such form as specified, by SoFi HK from time to time in connection with, but not limited to, the terms and conditions for licensed corporations or registered institutions providing Virtual Asset Dealing Services under an omnibus account arrangement, so that SoFi HK is authorized to deal with the Client Money and Client Virtual Asset in relation to the Virtual Asset Dealing Services.
- (c) You acknowledge that the standing authority:
  - i) is given without prejudice to other authorities or rights which SoFi HK may have in relation to dealing in monies or any of the Virtual Asset in any of the VA Account(s); and
  - ii) shall not affect SoFi HK's right to dispose or initiate a disposal by itself of your Virtual Asset in settlement of any liability owed by or on your behalf to SoFi HK or any third party.

This authority shall be valid for a period of twelve (12) months from the date of your acceptance of this Agreement, unless otherwise terminated by SoFi HK or revoked by you with notice in writing to SoFi HK. This authority may be revoked by you by giving SoFi HK written notice to be delivered to SoFi HK's registered business address. Such notice shall take effect seven (7) Business Days after the date of SoFi HK's actual receipt of such notice unless otherwise determined by SoFi HK. You understand that this authority shall be deemed to be renewed on a continuing basis for a further period of not more than twelve (12) months 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 authority, and you do not object to such deemed renewal before such expiry date.

## 6. Representations and warranties

### 6.1 You represent and warrant to SoFi HK that:

- (a) you are the sole and beneficial owner of the Virtual Assets that you purchase and enter into the VA Transactions as principal and not as a nominee or agent for any other person;
- (b) you understand the nature and terms of the VA Transactions contemplated under this Agreement and are capable of assuming, and do assume, all risks associated with this Agreement and any VA Transaction;
- (c) you have considered your own circumstances, including but not limited to your financial situation, and have made an independent decision to enter into this Agreement and the VA Transactions, confirming that each VA Transaction is appropriate, suitable, and proper based on your own judgment and advice from independent advisers deemed necessary;
- (d) you have obtained all necessary authorizations, approvals and consents from any applicable government or regulatory body or authority for any VA Transactions and have complied with all relevant laws and regulations of such body and authority, and your jurisdiction does not prohibit or restrict trading in Virtual Assets or any obligations under this Agreement;
- (e) you have read, understood, and accepted the product information, risk disclosure statements, the terms and conditions of the standing authority herein, and other functional, technical, and explanatory documentation regarding the Virtual Asset Dealing Services, agreeing to bear the risks associated with such services;
- (f) you understand and accept that any information provided by SoFi HK, whether or not solicited, is provided to you for your information and reference only SoFi HK is, subject to applicable laws, under no obligation to update any information that may have been furnished to you. Any events occurring after such information is given may render such information no longer current, and that there can be no assurance that the Virtual asset will perform in accordance with such information;
- (g) you have sufficient knowledge and experience of Virtual Assets, blockchain technology, cryptography and smart contracts and are aware of the nature, features and risks associated with the Virtual Asset class;
- (h) you understand and accept that it is your responsibility to abide by local laws in relation to the legal usage of the Virtual Asset Dealing Services in your local jurisdiction. You must also consider, to the extent relevant under your local law, all aspects of taxation, withholding, collection, reporting and remittance to your appropriate tax authorities;
- (i) you acknowledge and declare that the source of your funds is legitimate and is not derived directly or indirectly from any criminal, illegal, or fraudulent activities. You understand and accept that SoFi HK cooperates with law enforcement authorities globally and reserves the right to seize, freeze, or terminate your account(s) and funds that are flagged or subject to investigation under legal mandate; and
- (j) you agree that any Client Virtual Assets will be held on trust in segregated accounts established and maintained with a SFC licensed platform or an Authorized Financial Institution which meets the custodial standards for Virtual Asset custody as issued by the Hong Kong Monetary Authority from time to time.

**7. Exclusion of liability and indemnity**

**7.1 Exclusion of Liability**

To the maximum extent permitted by applicable laws, SoFi HK shall not be liable to you or any other person for any loss (including indirect or consequential loss), cost, or damage of any kind, arising from or attributable to:

- (a) the exercising of any or all of SoFi HK's rights, or for taking or not taking any action (including any legal action or proceeding) in connection with any VA Transaction or holding the Client Virtual Assets;
- (b) the insolvency of any issuer of Virtual Assets, any SFC-licensed Platform, or any other custodian where Client Virtual Assets are kept; and/ or
- (c) any hacking or default involving such issuers, SFC-licensed Platforms with which SoFi HK maintains an omnibus account, or custodians where Client Virtual Assets are kept.

You expressly waive any claims or actions against SoFi HK and agrees to fully indemnify and hold harmless SoFi HK and its directors, officers, employees, and agents from and against any losses, liabilities, damages, costs (including legal costs), or proceedings that any of them may incur directly or indirectly in connection with the provision of Virtual Asset Dealing Services to you at your request, including the acceptance and execution of Instructions.

**7.2 Recovery of Assets**

In the event of:

- (a) the insolvency of any SFC-licensed Platform or any other custodian where Client Virtual Assets are kept;
- (b) any hacking or default (including embezzlement or theft) of such SFC-licensed Platforms with which SoFi HK maintains an omnibus account, or custodians where Client Virtual Assets are kept; and/ or
- (c) any events concerning the aforementioned entities causing loss to any Client Virtual Assets or Client Money not attributable to the default of SoFi HK.

SoFi HK will only be obliged to return Client Virtual Assets and Client Money held with such SFC-licensed Platforms or custodians where Client Virtual Assets are kept if, and to the extent that, those funds or Virtual Assets are recovered by SoFi HK from such SFC-licensed Platforms, custodians, or relevant insurers.

In respect of assets belonging to you that are recovered under this clause 7, under no circumstances shall SoFi HK be required to return any Client Money or Client Virtual Assets in excess of the amount of money or Virtual Assets SoFi HK can recover and actually receive from such SFC-licensed Platforms, custodians, or relevant insurers on your behalf.

**8. Other information**

You acknowledge and confirm that the following information has been disclosed to you on [the SoFi HK website]:

- a) name and website of the SFC licensed Platforms;
- b) list of Virtual Assets available in respect of the Virtual Asset Dealing Services for retail clients (where applicable);
- c) relevant information of the Virtual Assets available for trading or the links to the websites of the SFC licensed platform, with such relevant information; and
- d) the trading hours and any other trading or operation matters relating to the Virtual Asset Dealing Services.

**9. English/ Chinese Versions**

You acknowledge and confirm that: (a) you have read the English and/or Chinese version(s) of this Appendix (as the case may be) being the language of your choice; and (b) you fully understand, accept and agree to be bound by the provisions of this Appendix. If there is any conflict or discrepancy between the English and Chinese versions of this Appendix, the English version will prevail.

Last updated date 10 February 2026