



Stellaris Asset Management

Account Agreement

This agreement relates to your account and is part of the Account Agreement between each account holder and Stellaris Asset Management. Please read and retain for your files.

Section 1: Scope of Agreement. Your agreement with Stellaris Asset Management consists of the terms set forth in this Account Agreement. The Stellaris Asset Management Account Agreement is provided with this Application or at the opening of your Account. You agree to contact Stellaris Asset Management if you do not receive the Stellaris Asset Management Account Agreement.

In addition, you may in the future receive from Stellaris Asset Management supplemental terms or disclosures that pertain to certain account types, service features and benefit packages. These supplemental terms and disclosures and this Account Agreement are collectively referred to as the "Agreement and Disclosures." You agree to read the Agreement and Disclosures carefully and retain copies for your records.

Section 2: Acceptance of Agreement and Disclosures. You agree that the Agreement and Disclosures govern all aspects of your relationship with Stellaris Asset Management, including all transactions between Stellaris Asset Management and you and all products and services now or in the future offered through Stellaris Asset Management. Stellaris Asset Management may rely on your use of Stellaris Asset Management's products and services as evidence of your continued acceptance of the Agreement and Disclosures.

Section 3: Your Representations and Warranties. You represent and warrant that: (a) you are of legal age in the country in which you live and you are authorised to enter into this Agreement; (b) you have supplied accurate information in your Account Application; (c) no one except the account holder(s) listed on the Account Application (and if community property is held, the account holders' spouses) has an interest in the Account; (d) no additional authorisations from third parties are required for you to open the Account and effect transactions therein; (e) except as you have otherwise indicated on your Account Application or in writing to us, (i) you are not an employee of or affiliated with any securities exchange or member firm of any exchange, the Financial Industry Regulatory Authorities, or any securities firm, bank, trust company, or insurance company; and (ii) you are not a director, 10% beneficial shareholder, policy-making officer, or otherwise an "affiliate" of a publicly traded company; and (f) this Account Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.

Section 4: Account Handling. Stellaris Asset Management will electronically hold all of your securities purchased, sales proceeds, dividends and interest. Stellaris Asset Management will also release your name, address and securities positions to companies in which we hold securities for your Account upon request, unless you notify us otherwise in writing. If you maintain more than one account at Stellaris Asset Management, you authorise Stellaris Asset Management to transfer assets between your accounts when no written authorisation is requested.

Section 5: Responsibility for Investment Decisions. You agree that you and any agent under a power of attorney or Investment Advisor are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, or unless Stellaris Asset Management provides advice to you that is clearly identified as an individualised recommendation for you, you understand that Stellaris Asset Management has no obligation to determine whether a particular transaction, strategy, or purchase or sale of a security is in your best interest. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate.

Unless we otherwise agree with you in writing, Stellaris Asset Management does not monitor your account(s) or investments and has no obligation to update an investment recommendation, financial advice, or financial plan we may give you. Such recommendation, financial advice, or financial plan only applies at the point in time we provide it to you. You acknowledge that Stellaris Asset Management does not provide tax or legal advice.

Section 6: Payment of Indebtedness. You agree to make payment of any indebtedness related to your Account, including, but not limited to, any such indebtedness that results from instructions provided to Stellaris Asset Management by you, your agent or any attorney-in-fact under a power of attorney or Investment Advisor authorized to make transactions in your Account. We may elect anytime, with or without notice, to make any debit balance or other obligation related to your Account immediately due and payable. We may report any past-due account to a consumer and/or securities credit reporting agency. We may also refer your Account to a collection agency.

Section 7: Granting a Lien on Your Accounts. As security for the repayment of all present or future indebtedness owed to us by each account holder, each account holder grants to us a first, perfected and prior lien on, a continuing security interest in, and right of set-off with respect to, all property that is, now or in the future, held, carried or maintained for any purpose in or through Stellaris Asset Management, and, to the extent of such account holder's interest in or through, any present or future account with us or our affiliates in which the account holder has an interest. In the event of a breach or default by you under this Agreement, Stellaris



Asset Management will have the rights and remedies available to a secured creditor under all applicable laws in addition to the rights and remedies provided in this Agreement in order to satisfy your indebtedness to Stellaris Asset Management.

Section 8: Liquidations. Whenever it is necessary for our protection or to satisfy a margin deficiency, debit or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the property securing your obligations, or close any or all transactions in your Account. We may choose which property to buy or sell, which transactions to close and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation.

In certain circumstances we may, at our sole discretion, liquidate your entire margin loan balance to satisfy a margin call. You agree not to hold us liable for taking such action.

We may transfer property from any brokerage account in which you have an interest to any other brokerage accounts in which you have an interest regardless of whether there are other account holders on either account, if we determine that your obligations are not adequately secured or to satisfy a margin deficiency or other obligation. You agree to pay on demand any account deficiencies after liquidation, whether liquidation is complete or partial.

All of the above may be done without demand for margin or notice of purchase, sale, transfer or cancellation to you. No demand for margin or notice shall impose on Stellaris Asset Management any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

Section 9: Interest on Debit Balances. We will charge and compound interest on your overdue debit balances (whether in a Margin or Cash Account).

Section 10: Loan Consent. You agree that property held in your Margin Account, now or in the future, may be borrowed (either separately or together with the property of others) by us (acting as principal) or by others. You agree that Stellaris Asset Management can receive and retain certain benefits (including, but not limited to, interest on collateral posted for such loans) to which you will not be entitled. You acknowledge that, in certain circumstances, such borrowings could limit your ability to exercise voting rights or receive dividends, in whole or in part, with respect to the property lent. You understand that for property that is lent by Stellaris Asset Management, the dividends paid on such property will go to the borrower. No compensation or other reimbursements will be due to you in connection with such borrowings. However, if you are allocated a substitute payment in lieu of dividends, you understand that such a payment may not be entitled to the same tax treatment as may have been applied to the receipt of a dividend. You agree that Stellaris Asset Management is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends. Stellaris Asset Management may allocate payments in lieu of dividends by any mechanism permitted by law, including by using a lottery allocation system.

Section 11: Verification. You authorise Stellaris Asset Management to inquire from any source, including a consumer reporting agency, as to your identity, credit worthiness and ongoing eligibility for the Account (and that of your spouse) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Section 12: Required Arbitration Disclosures. Regulatory authorities require that any brokerage agreement containing a pre-dispute arbitration agreement must disclose that this agreement contains a pre-dispute arbitration clause. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Section 13: Arbitration Agreement. Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Stellaris Asset Management, an instruction or authorisation provided to Stellaris Asset Management, or the breach of any such agreements, instructions, or authorisations; (ii) the Account, any other Stellaris Asset Management, account or Services; (iii) transactions in the Account or any other Stellaris Asset Management, account; (iv) or in any way arising from the



relationship with Stellaris Asset Management, or any subsidiaries, affiliates, officers, directors, employees, agents or service providers ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Stellaris Asset Management in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement. The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and / or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the relevant financial industry regulatory authority or any national securities exchange that provides a forum for the arbitration of disputes, provided that Stellaris Asset Management, is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with such eligible national securities exchange. If arbitration before an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the Hong Kong International Arbitration Centre (HKIAC). If arbitration before the HKIAC is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable laws of the Hong Kong Special Administrative Region of the People's Republic of China, including the Hong Kong Arbitration Ordinance (Cap 609) (HKAO). Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

For Hong Kong Securities and Futures Commission (SFC) arbitrations, SFC will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China, to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Act of State doctrine nor the doctrine of sovereign immunity shall apply in so far as any enforcement in courts located in the Hong Kong Special Administrative Region of the People's Republic of China is concerned.

Section 14: Electronic Copies. The electronically stored copy of your (or your agent's) signature, any written instructions or authorisations, the Account Application and the Agreement and Disclosures are considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Stellaris Asset Management's electronically stored copy of such documents in any proceeding between you and Stellaris Asset Management.

Section 15: Float. You agree that Stellaris Asset Management will retain as compensation for services your Account's proportionate share of any interest earned on aggregated cash balances held in the relevant Transfer Agent's bank account with respect to (1) assets awaiting investment or (2) assets pending distribution from your Account. Such interest retained by Stellaris Asset Management shall generally be at money market rates.

Section 16: Unclaimed Property. If no activity occurs in the Account within the time period specified by applicable law, the Account may be transferred to the appropriate state.

Section 17: Impartial Lottery for Securities Subject to Partial Call or Partial Redemption. If Stellaris Asset Management holds securities for you in street name, in Stellaris Asset Management's name, or in bearer form that are subject to partial call or



partial redemption, then in the case of a partial call or partial redemption Stellaris Asset Management will use an impartial lottery system to select the securities to be called or redeemed from among accounts holding those securities.

Section 18: Registration. Stellaris Asset Management Limited 麟星資產管理有限公司 (CE Number BLF192) is a licensed corporation in Hong Kong regulated by the Securities and Futures Commission (SFC). Stellaris Asset Management Limited is licensed for Type 4 and Type 9 regulated activity (Asset Management).

Regulated Activity:

- Advising on Securities (RA4)
- Asset Management (RA9)

Stellaris Asset Management Limited 麟星資產管理有限公司 is a licensed entity in Hong Kong with the following registered information:

- Business Registration Number: 67374632
- Company Register Number: 2497624
- LEI Number: 25490010WB49338P XK91

By Signing this Account Agreement, I hereby agree to the Stellaris Asset Management Account Agreement and:

- I warrant that all information and declarations provided by me in this form and all supporting documentation in connection with this application are true, accurate, and correct in every aspect.
- I have read, understood, and agree to the Account Agreement found at www.stellarisaml.com or from the client relations team and agree to be bound by such Account Agreement.
- I confirm that the money I am investing in relation to this application is not derived from the proceeds of any unlawful activity.
- I fully understand the information and the risks that come with this investment and where I have a Stellaris Asset Management company representative, I confirm that the information relating to this investment has been fully and adequately explained to me by my Stellaris Asset Management company representative.
- I have carefully read, understood, and accept the latest Account Agreement and confirm that the Stellaris Asset Management account is based upon this Account Agreement, the Account Application form and all supporting documentation as per the Checklist.
- I hereby indemnify Stellaris Asset Management against any liability for any loss or damage suffered by me as a result of inaccurate or incomplete information contained herein.

Signature of Account Holder(s) or person(s) acting on behalf of Account Holder(s) (if applicable)

Date