

**Enclosure 1: Summary of Amendments to the Terms and Conditions (E Ver 007 Apr 2019)**

<b>Schedule 1</b>		
<b>Existing Clause number</b> (E Version 006 Mar 2017)	<b>Revised Clause number</b> (E Version 007 Apr 2019)	<b>Amendment(s)</b> (new contents are underlined and deleted contents are marked with strikethrough lines)
Clause 1.1	Clause 1.1	“Affiliated” means ...
Clause 2.1	Clause 2.1	Company as Agent. The Client appoints the Company and the Company agrees to act as the Client's agent to effect Transactions on its behalf unless the Company indicates (in the contract note for the relevant Transaction or otherwise) that the Company is acting as principal. Nothing herein contained shall constitute the Company as trustee <u>or fiduciary</u> for the Client or a partnership between the Company and the Client.
<b>Schedule 2</b>		
<b>Existing Clause number</b> (E Version 006 Mar 2017)	<b>Revised Clause number</b> (E Version 007 Apr 2019)	<b>Amendment(s)</b> (new contents are underlined and deleted contents are marked with strikethrough lines)
Paragraph 24 (a)	Paragraph 24 (a)	<p>Securities Borrowing and Short Selling</p> <p>The risk of loss in stock borrowing and short selling is substantial, <u>also may be involved in lender requiring delivery of securities lent within specific time.</u> In some circumstances, the <u>Client</u> <del>client</del> may sustain losses in excess of his initial margin funds. <u>Even if the Client has set an alternate instruction, such as “stop-loss” or “stop-limit” orders, he may still not be able to avoid loss since market conditions may make such directions cannot be performed.</u> The <u>Client</u> <del>client</del> may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, <del>the client need buy-back</del> part of or all securities <u>his the Client</u> short sold may have to be bought back without his prior consent. <u>The Client should closely monitor his positions, as in extreme conditions the Company may not be able to contact you or provide you with sufficient time to make the required deposits, and forced bought back may be necessary.</u> The <u>Client</u> <del>client</del> will remain liable for any resulting deficit in his account. The <u>Client</u> <del>client</del> should therefore carefully consider whether stock borrowing and short selling is suitable for him in the light of his own financial position and investment objectives before he trades.</p>
<b>Schedule 5</b>		
<b>Existing Clause number</b> (E Version 006 Mar 2017)	<b>Revised Clause number</b> (E Version 007 Apr 2019)	<b>Amendment(s)</b> (new contents are underlined and deleted contents are marked with strikethrough lines)
Title of the Schedule	Title of the Schedule	Special Terms and Conditions for Taiwan Securities <u>and Futures</u>
Clause 1.2	Clause 1.2	<p>In these Special Terms:</p> <p><u>“FSC” means the Financial Supervisory Commission of Taiwan;</u><del>“Securities Transactions—Taiwan” means any agreement to purchase, invest in, subscribe for, sell, exchange or otherwise dispose of any Securities and generally dealing in any and all kinds of Securities in Taiwan including holding Securities in the name of the Company or the Company's nominee;</del></p> <p><u>“Taiwan Futures Account” means the account which the Company established with the Client to record Taiwan Futures Trading effected by the Company;</u><del>“SFB” means Securities and Futures Bureau; and</del></p> <p><u>“Taiwan Futures Trading” means transaction of any Futures Contract approved under the Futures Trading Act of Taiwan;</u></p> <p><u>“Taiwan Securities Account” means the account which the Company establishes with the Client to record Taiwan Securities Trading</u> <del>Securities Transactions—Taiwan</del> effected by the Company;</p> <p><u>“Taiwan Securities Trading” means any agreement to purchase, invest in, subscribe for, sell, exchange or otherwise dispose of any Securities and generally dealing in any and all kinds of Securities in Taiwan including holding Securities in the name of the Company or the Company's nominee;</u></p> <p><u>“TFE” means Taiwan Futures Exchange;</u></p> <p><u>“TPE” means Taipei Exchange which is formerly known as Gre Tai Securities Market; and</u></p> <p><u>“TSE” means Taiwan Stock Exchange.</u></p>

Schedule 5 (Continue)		
Existing Clause number (E Version 006 Mar 2017)	Revised Clause number (E Version 007 Apr 2019)	Amendment(s) (new contents are underlined and deleted contents are marked with strikethrough lines)
Clause 2	Clause 2	<p><b><u>Taiwan Securities Transactions—Taiwan and Futures Trading</u></b></p> <p>2.1 <u>The Client acknowledges that a</u>All <u>Taiwan Securities Transactions—Taiwan Trading and Taiwan Futures Trading</u> shall be subject to the relevant provisions of the Applicable Regulations, including laws of Hong Kong and Taiwan, regulations of the SFC, SFB FSC, and Taiwan Stock Exchange Company Limited ("TSE"), and TPE <u>Gr</u>e <u>Tai Securities Market ("GTSM")</u> and of the laws of Hong Kong and Taiwan as amended and supplemented from time to time.</p> <p>2.2 All <u>Taiwan Securities Transactions—Taiwan Trading and Taiwan Futures Trading</u> executed on the Client's instructions on TSE, TPE and/or TFE <u>GTSM</u> shall be subject to a transaction levy and any other levies that the TSE, TPE and/or <u>GTSM TFE</u> from time to time may impose respectively. The Company is authorized to collect any such levies in accordance with the rules prescribed by TSE, TPE and/or <u>GTSM TFE</u> respectively from time to time.</p>
Clause 3	Clause 3	<p><b><u>Rules and Regulations</u></b></p> <p>3.1 <u>All Applicable Regulations, including</u> <del>the</del> rules of TSE, <u>GTSM TPE, TFE and, the</u> "Regulations Governing Investment in Securities by Overseas Chinese Foreign Nationals" <del>(the "Regulations") and other applicable laws, rules and regulations (in particular those Rules which relate to inward and outward remittance of investment fund, the scope of investment, stock transfer and exercise of shareholder's right), shall be binding on the Company and the Client whenever the Company effects the Taiwan Securities Trading and the Taiwan Futures Trading on the Client's behalf in respect of Securities Transactions—Taiwan concluded on the Client's instructions.</del></p> <p>3.2 <del>The Client acknowledges that the funds remitted into Taiwan for investment of valuable securities are not sourced from Taiwan or the PRC and the Client shall not interfere illegally with the operation of securities market.</del></p>
Clause 4.1	Clause 4.1	<p><del>Any</del> monies <del>cash holdings, or</del> Securities <u>and Futures Contracts</u> deposited by the Client with the Company or purchased by the Company on the Client's behalf, and held by the Company for safe keeping <u>under these Special Terms</u> must be deposited in safe custody in a sub-account approved by the SFB-FSC in Taiwan in the Company in the Client's name or that of the Company's nominee set up for the sole purpose of holding clients' assets under the foreign institutional investor (FINI) scheme ("<b>Approved Designated Account</b>"). All the Client's assets held in the Approved Designated Accounts are beneficially owned by the Client and held in trust by the Company on the Client's behalf.</p>
Clause 6.1	Clause 6.1	<p><del>The Client agrees that personal data relating to or provided by the Client may be used and transferred outside of Hong Kong in accordance with the Company's "Notice to Customers Relating to the Personal Data (Privacy) Ordinance" and other applicable clause of the Agreement and the Client undertakes and represents that it shall obtain all necessary consents from the individuals concerned for the said use and transfer and comply with the PDPO and other applicable privacy laws, rules and regulations. Whilst the Client expects the Company to keep confidential all matters relating to the Taiwan Securities Account, the Client hereby expressly agrees that the Company may, if requested by SFC, SFB, TSE or GTSM, provide to SFC, SFB, TSE or GTSM details of the Client's account, in order to assist the SFC, SFB, TSE or GTSM with any investigation or enquiry it is undertaking.</del></p>
Clause 7	Clause 7	<p><b><u>Obtaining Securities on Client's behalf Short Selling</u></b></p> <p>7.1 In the event of short selling, <del>if that</del> the Client fails to meet its obligation for settlement of any <u>Taiwan Securities Trading</u>, the Company may purchase the Securities in TSE, TPE or any other open market of Taiwan and deliver such Securities for settlement on the Client's behalf. <u>The Company is entitled to charge the Client</u> <del>Company has to obtain Securities, which the Company has purchased</del> on the Client's behalf, in the open market of Taiwan or TSE or GTSM, following the failure of delivery on the settlement date, <del>the Client will be responsible for any difference in price of such Securities and all incidental expense, fees, costs or other expenses in connection with such purchases from Taiwan market or TSE or GTSM.</del></p>
Clause 8.1	Clause 8.1	<p>The Client confirms that before the Client signs the Agreement the Client has read the English/ Chinese version of the <u>Applicable Regulations</u> and the Client has fully understood all the contents of the <u>Applicable Regulations</u> in a language which the Client understands. <u>The Client shall comply, and be solely responsible for complying with the Applicable Regulations.</u> Unless otherwise required by the Applicable Regulations, the Company is not obliged to update these Special Terms in light of change in the Applicable Regulations. The Client acknowledges that it is the <u>Client's responsibility to seek independent legal advice whenever the Client is in doubt about the interpretation and/or the applicability of any of the Applicable Regulations.</u></p>

<b>Schedule 5 (Continue)</b>		
<b>Existing Clause number</b> (E Version 006 Mar 2017)	<b>Revised Clause number</b> (E Version 007 Apr 2019)	<b>Amendment(s)</b> (new contents are underlined and deleted contents are marked with strikethrough lines)
Clause 8.2	Clause 8.2	<del>The Company also agrees to report and explain to the Client whenever any of the laws and restrictions be changed or mitigated in writing as soon as the Company can. The Client acknowledges that the laws and regulations of Taiwan on banking, trust, agency and other subject matters relating to custodianship is different from that of Hong Kong. The Republic of China ("ROC") Trust Law has been promulgated on 26th January, 1996 and the Client will be notified when the related regulations to the Trust Law are promulgated by the ROC government to discuss any required revisions to the Agreement pursuant to the ROC Trust Law. As such, the Client acknowledges that monies currently held in Taiwan on behalf of the Client may not have the protection equivalent to the protection afforded under the SFO as monies placed in Hong Kong.</del>
N/A	Clause 9	A new Clause 9 will be inserted after Clause 8 thereof.  Please refer to our new Terms and Conditions (E Version 007 Apr 2019) for the full context.
<b>Schedule 8</b>		
<b>Existing Clause number</b> (E Version 006 Mar 2017)	<b>Revised Clause number</b> (E Version 007 Apr 2019)	<b>Amendment(s)</b> (new contents are underlined and deleted contents are marked with strikethrough lines)
Title of the Schedule	Title of the Schedule	Special Terms and Conditions for IPO <u>Application and</u> Financing ("Special Terms")
N/A	Clause 6.4A	<u>With respect to each Application the Client represents and warrants to the Company that:</u>  (a) <u>the Client is independent third party not connected with or acting in concert with any directors, chief executive, substantial shareholders of the Issuer and/or any of their respective subsidiaries or an associate of any of them, as such terms are defined in the Rules Governing the Listing of Securities on the SEHK. Further, the Client's subscription is not directly or indirectly financed or backed by any such persons;</u>  (b) <u>the Client does not hold any interests in the Issuer prior to the subscription of the Offer Securities; and</u>  (c) <u>the Client is not a U.S. Person and the Client's subscription would not require the Issuer and/or the Company to comply with any requirements under any law or regulation of any territory outside Hong Kong.</u>
N/A	Clause 7.3(e)(A)	<u>unless otherwise agreed by the Company, the Client shall have no right to repay the Loan and any other related liabilities, in part or in full, prior to the refund date as specified in the relevant placing and public offer documents;</u>
N/A	Clause 7.3(e)(B)	<u>the Loan (if any) shall be repaid, together with all interest accrued thereon and any other amounts outstanding in full on the refund date as specified in the relevant placing and public offer documents;</u>
<b>Schedule 11</b>		
The "Schedule 11 - Special Terms and Conditions for the Foreign Account Tax Compliance Act of the United States" in the original Terms and Conditions will be deleted in its entirety and replaced by "Schedule 11 - Special Terms and Conditions for Tax Compliance" in the new Terms and Conditions (E Version 007 Apr 2019).  Please refer to our new Terms and Conditions (E Version 007 Apr 2019) for the full context of "Schedule 11 - Special Terms and Conditions for Tax Compliance".		
<b>Schedule 12</b>		
<b>Existing Clause number</b> (E Version 006 Mar 2017)	<b>Revised Clause number</b> (E Version 007 Apr 2019)	<b>Amendment(s)</b> (new contents are underlined and deleted contents are marked with strikethrough lines)
Paragraph 9	Paragraph 9	...  The Data Protection Officer SinoPac Securities (Asia) Limited 21/F, <del>One Peking</del> , 7/F, Lee Garden Three, 1 Sunning Road, Causeway Bay <del>1 Peking Road</del> , Tsim Sha Tsui, Kowloon, Hong Kong Email: <del>es.asia@sinopac.com</del> <u>dpo.spsa@sinopac.com</u> Fax: (852) 2586 8412  ...
<b>Schedule 12A</b>		
A new "Schedule 12A - GDPR Privacy Statement" will be inserted between Schedule 11 and Schedule 13 of the Terms and Conditions.  Please refer to our new Terms and Conditions (E Version 007 Apr 2019) for the full context of "Schedule 12A - GDPR Privacy Statement".		

<b>Schedule 13</b>		
<p>The “Schedule 13 - Notice To Customers Relating To the Use of Personal Data Relating To the Foreign Account Tax Compliance Act of the United States” in the original Terms and Conditions (E Version 006 Mar 2017) will be deleted in its entirety and replaced by “Schedule 13 - Notice To Customers Relating To the Use of Personal Data Relating To Tax Compliance” in the new Terms and Conditions (E Version 007 Apr 2019).</p> <p>Please refer to our new Terms and Conditions (E Version 007 Apr 2019) for the full context of “Schedule 13 - Notice To Customers Relating To the Use of Personal Data Relating To Tax Compliance”.</p>		
<b>Schedule 14</b>		
<b>Existing Clause number</b> (E Version 006 Mar 2017)	<b>Revised Clause number</b> (E Version 007 Apr 2019)	<b>Amendment(s)</b> <b>(new contents are underlined and deleted contents are marked with strikethrough lines)</b>
Clause 1.2	Clause 1.2	<p>In these Special Terms:</p> <p><u>“ChiNext Securities” means any Securities traded in ChiNext Market.</u></p> <p><u>“Institutional Professional Investor” or “IPI” means a person falling under paragraphs (a) to (i) of the definition of “professional investors” in section 1 of Part 1 of Schedule 1 to SFO.</u></p> <p>...</p>
Clause 2.1(6)	Clause 2.1(6)	<p><u>Unless otherwise agreed by the Company, the Client agrees not to conduct any margin trading, stock borrowing and lending and/or short - selling activities through the use of the Shanghai-HK or the Shenzhen-HK Stock Connect Services and any order placed by the Client for SSE-Securities or the SZSE-Securities shall be deemed to have been made with the representation and confirmation to the Company that such order does not involve any margin trading, stock borrowing and lending and/or short – selling.</u> Where the Client conducts margin trading, stock borrowing and lending and/or short- selling activities through the use of the Shanghai-HK or the Shenzhen-HK Stock Connect Services, the Client shall be fully aware of the restrictions, requirements and conditions applicable to such activities. In particular, the Client acknowledges that trading services for such activities may be suspended, restricted or ceased in circumstances stipulated by the Market Requirements (such as when volume of trading activities exceeds the thresholds prescribed by the Market Requirements or any abnormal trading activities have or are suspected to have taken place) and that margin trading and short-selling activities may only be conducted in respect of eligible SSE-Securities or the SZSE- Securities. The Client may refer to the lists of eligible SSE-Securities or the SZSE- Securities published on the website of SEHK (www.hkex.com.hk) from time to time.</p>
N/A	Clause 2.1(6a)	<p><u>The Client acknowledges that only IPIs are allowed to trade ChiNext Securities. The Client undertakes with the Company that it will not trade ChiNext Securities unless the Client is an IPI or until such time as such restriction on trading ChiNext Securities is removed. If the Client is an intermediary placing orders to the Company as agent on behalf of the underlying customers of the Client, the Client undertakes with the Company that the Client shall ensure that those underlying customers who trade ChiNext Securities through Client are also IPIs until such time as such restriction on trading ChiNext shares is removed. If (i) the Client or, if the Client is an intermediary, any underlying customers of the Client, breaches such restriction on trading ChiNext Securities; or (ii) the Client breaches any of the Client’s undertaking hereunder, the Company has the right at its absolute discretion to cancel the Client’s orders or to sell the Client’s ChiNext Securities without further notice to the Client. The Company shall not be liable for any loss howsoever caused arising from the exercise by the Company of its rights conferred hereby unless due to gross negligence, fraud or willful default of the Company or any of its officers, employees and Affiliates and only to the extent of direct and reasonably foreseeable loss or damage (if any) arising directly and solely therefrom. Notwithstanding the aforesaid, subject to the Market Requirements, the Company may at its absolute discretion accept instructions to sell ChiNext Securities from a non-IPI Client if the relevant ChiNext Securities are received by such non-IPI Client as a result of any distribution of rights (including the right to subscribe for rights issues open offers) or entitlements, conversion, takeover, other corporate actions or special circumstances.</u></p>
<b>Schedules 15 &amp; 15A</b>		
<p>The “Schedule 15 - Special Terms and Conditions for Option Trading on The Stock Exchange of Hong Kong Limited” in the original Terms and Conditions (E Version 006 Mar 2017) will be deleted in its entirety and replaced by “Schedule 15 - General Terms and Conditions for Option Trading” and “Schedule 15A - Special Terms and Conditions for Option Trading on The Stock Exchange of Hong Kong Limited” in the new Terms and Conditions (E Version 007 Apr 2019).</p> <p>Please refer to our new Terms and Conditions (E Version 007 Apr 2019) for the full context of “Schedule 15 - General Terms and Conditions for Option Trading” and “Schedule 15A - Special Terms and Conditions for Option Trading on The Stock Exchange of Hong Kong Limited”.</p>		
<b>Schedule 17</b>		
<p>A new “Schedule 17 - Special Terms and Conditions for Portfolio Investment Services” will be inserted after “Schedule 16 - Special Terms and Conditions for Futures Trading” of the Terms and Conditions.</p> <p>Please refer to our new Terms and Conditions (E Version 007 Apr 2019) for the full context.</p>		

## Enclosure 2: Amended Declaration for Taiwan Securities and Futures Trading

(Only applicable to clients holding or investing in Taiwan Securities or Futures)

(Amended contents are underlined for reference only)

I/We hereby represent and warrant that:

- A. The funds to be transmitted through the account I/we hold under my/our name with SinoPac (hereinafter the “Account”) to Taiwan for investing in Taiwan securities and/or futures by me/us or the ultimate beneficial owner(s) of the Account is/are not originated from Taiwan or Mainland China.
- B. I/We shall not use unjust measures to affect the fairness or order of the Taiwan financial market and also will abide by the regulations stipulated by all relevant regulatory authorities.
- C. (For individual client/clients) **I/We do not hold household registration in Taiwan.**  
(For institutional client) **Our place of incorporation is not Taiwan.**
- D. I/We understand that, in this Declaration, **Mainland China Investor** means:  
(i) An individual who has household registration in Mainland China (hereinafter “Mainland Individual”);  
(ii) A juristic person, organization or other institution incorporated in Mainland China (hereinafter “Mainland Institution”);  
(iii) A company in which one or more Mainland Individual(s) and/or Mainland Institution(s) invest in Hong Kong or any other Third Area (for the purpose of this Declaration, a “Third Area” means any area other than Taiwan and Mainland China), and:  
(1) One or More Mainland Individual(s) and/or Mainland Institution(s), individually or collectively, hold(s), directly or indirectly, more than  
(2) One or More Mainland Individual(s) and/or Mainland Institution(s), individually or collectively, has/have control power over the said company<sup>[1]</sup>.
- E. **I am/We are not and will not become a Mainland China Investor as defined in Paragraph D of this Declaration.**
- F. *For Client Acting as Agent/Nominee/Trustee/Fund Manager:*  
**I/We will not deal in Taiwan securities and/or futures on behalf of/for the beneficial interest of any Mainland China Investor as defined in Paragraph D of this Declaration, no matter being aware or unaware of the fact that the/one of the principal(s)/trustor(s)/beneficiary(ies)/fund investor(s)/beneficial owner(s) is a Mainland China Investor.**
- G. I/We acknowledge and agree that this Declaration is a part of the Agreement (comprised of the General Terms and Conditions, the Special Terms and Conditions, the Account Opening Form and the Miscellaneous Documents) between SinoPac and me/us. Nothing contained in this Declaration should be construed as preventing SinoPac from exercising any right under the other parts of the Agreement. A breach of any representation or warranty in this Declaration constitutes a breach of contract by me/us.
- H. I/We agree that, in the event that any representation or warranty given by me/us in this Declaration is or becomes untrue when made or repeated, SinoPac shall be entitled at its absolute discretion, without further notice or demand to me/us, to forthwith:  
(i) suspend or terminate all or any of SinoPac’s services;  
(ii) cancel all or any unexecuted instructions of me/us;  
(iii) liquidate any long position with SinoPac through the sale of securities on the relevant exchange(s);  
(iv) close out and/or sell any futures contract in the Account and make or take delivery of the underlying commodities and/or securities in respect of any such contract.
- I. I/We agree that, in the event that the Company is requested by any relevant regulator to sell any Taiwan securities or futures contracts purchased or held by the Company for and on my/our behalf, the Company shall be entitled at its absolute discretion, without further notice or demand to me/us, to forthwith:  
(i) suspend or terminate all or any of the Company’s services;  
(ii) cancel all or any unexecuted instructions of me/us;  
(iii) liquidate any long position with the Company through the sale of securities on the relevant exchange(s);  
(iv) close out and/or sell any futures contracts in the captioned account and make or take delivery of the underlying commodities and/or securities in respect of any futures contracts.
- J. In the event that SinoPac exercises its discretion under Paragraph H or I of this Declaration, I/we agree that SinoPac is not obligated to give prior notice to me/us, to obtain consent from me/us, or to follow any instruction of me/us, and may sell any of such securities, futures contracts or other assets of me/us on a single or collective basis. The Company shall not be liable for any loss howsoever caused arising from the exercise by the Company of its rights and powers conferred by Paragraph H or I of this Declaration, whether in relation to the timing or manner of the exercise of such rights or powers or otherwise, unless due to the gross negligence, fraud or willful default of the Company or any of its officers, employees or affiliates and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
- K. I/We shall immediately notify SinoPac should any representation or warranty given by me/us herein becomes untrue after the execution of this Declaration.
- L. The representations, warranties and undertakings contained herein shall be deemed to be repeated immediately before each instruction in relation to my/our investment in Taiwan securities and/or futures is given or executed through the Account.

Note:

[1] An individual, juristic person, organization or any other institution will be deemed to have “control power” over a company, if it:

1. has control over the majority of the voting shares pursuant to an agreement with other investors;
2. has control over the financial, operational, and/or human resources policies pursuant to the law or regulations or contractual commitments;
3. has the right to appoint or discharge a majority of the members on the board (or its equivalent organization), which has control over the company's operations;
4. has control over the majority of the votes of the members on the board (or its equivalent organization), which has control over the company's operations; or
5. has other control power as defined under the Statements of Financial Accounting Standards No. 5 and No. 7 published by the Accounting Research and Development Foundation of the Republic of China.