

CLIENT SERVICES AGREEMENT

KVB KUNLUN NEW ZEALAND LIMITED
KVB KUNLUN SECURITIES (NZ) LIMITED

March 2017



KVB Kunlun
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INTRODUCTION

This Client Services Agreement sets out the terms and conditions upon which the Client will, depending on the Client's election:

- trade in Securities through NZX and ASX with KVB Kunlun Securities (NZ) Limited, FSP488226 (KVB Securities); and / or
- deal in Contracts and trade in Securities through other Securities Exchanges with KVB Kunlun New Zealand Limited, FSP1762 (KVB Kunlun).

As set out in Part 6 of Section 1, the Client may elect whether to trade in Securities through NZX and ASX with KVB Securities, to deal in Contracts and trade in Securities through other Securities Exchanges with KVB Kunlun, or both. In this Client Services Agreement, "KVB" refers to whichever of KVB Securities and KVB Kunlun is relevant in the context.

This Client Services Agreement is not binding until it is accepted by KVB. Acceptance and commencement of this Client Services Agreement occurs when KVB provides the Client with access to the online trading platform for dealing in Contracts and/or Securities on overseas Securities Exchanges, or issues the Client with Contracts, or allows the Client to trade in Securities through NZX or ASX, in accordance with this Client Services Agreement.

KVB Kunlun is a licensed derivatives issuer under the Financial Markets Conduct Act 2013, pursuant to the licence issued by the Financial Markets Authority on 3 November 2016. The licence expires on 3 November 2021, and is subject to the conditions listed on www.companiesoffice.govt.nz/fsp. The Client is advised that the Financial Markets Authority's role in licensing derivatives issuers is limited and does not imply approval or endorsement of the business, trading or solvency of KVB Kunlun and the Financial Markets Authority has not approved this Agreement or any of KVB's disclosure documents.

KVB Securities is an NZX Advising Firm and is bound by NZX's Participant Rules. An NZX Advising Firm is a Market Participant which has been accredited and approved by NZX as an NZX Advising Firm for the purpose of providing investment advice and/or securities recommendations to clients.

NZX's regulatory functions include:

- (a) supervising listed issuers' (companies and other entities which issue quoted financial products) compliance with the NZX Listing Rules for the licensed market on which their financial products are quoted;
- (b) supervising market participants such as NZX Firms and NZX Advisers; and
- (c) assisting the Financial Markets Authority as a co-regulator and licensed market operator as required under the Financial Markets Conduct Act 2013 and in terms of the 2015 Memorandum of Understanding between the Financial Markets Authority and NZX.

The application forms, contained in pages 4-18 refer to Section 2 of this Client Services Agreement. Section 2, which commences on page 19, contains the Terms and Conditions relevant to this Agreement. The Terms and Conditions are comprised of Parts A, B and C. Part A contains general Terms and Conditions which are relevant to all clients, while Parts B and C are applicable to different types of investment business conducted with KVB (and their application will depend on the types of business the Client chooses to conduct with KVB).

Along with this Client Services Agreement, the Client will also be given the disclosures about KVB which are required by law, including a product disclosure statement (in respect of Contracts) and a broker disclosure statement. Any authorised financial advisers or registered financial advisers employed by KVB who provide you with advice have separate disclosure obligations under the Financial Advisers Act 2008 and the Financial Advisers (Disclosure) Regulations 2010. These disclosure statements are available, on request and free of charge.

SECTION 1: CLIENT INFORMATION STATEMENT

– Individual or Joint Account

Completing this Client Services Agreement (the “Agreement”)

This Client Information Statement is for Individual or Joint Applicants. If you are intending to open an account in the name of a Company or Incorporated Entity, Trust, Partnership or Unincorporated Entity, or for a Deceased Estate, please ask KVB for the “Client Information Statement – Entities and Trusts”.

Please complete Part 1. If you would like to authorise any person to act on this account on your behalf, also complete Part 2: Authorised Persons (page 8). Please then proceed to complete Parts 3 to 10 (as applicable).

Would you like to receive KVB’s free client newsletters?

Yes No

Please indicate how you first became aware of KVB:

Advertising Referral from a member firm Referral from a friend or family member Personally know a KVB employee

Other (please specify):

Should you have any queries on completing this Agreement, please contact KVB.

For office use only

Account Number:

Sales Code:

Account opened with (specify KVB entity):

- KVB Kunlun New Zealand Ltd
- KVB Kunlun Securities (NZ) Ltd

Verification

NZX Firms are required to confirm and verify the identity of their clients and persons authorised to act on their behalf as part of the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (NZ), and the NZX Participant Rules. Those same obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (NZ) also apply to derivatives issuers. These procedures are in place to protect you, prevent money laundering and the financing of terrorism, and to ensure that transactions are being effected for the right person. Accordingly, please provide the required identification listed under each category for each person signing this Agreement. A KVB employee must verify your original identification documents. Alternatively, a range of specified professionals (e.g. a Justice of the Peace, a lawyer, member of the Police, or if overseas, a person authorised by law in that country to take statutory declarations or the equivalent in that country) can certify copies of your original identification documents.

Part 1. Applicant Details

Please complete all details below (IRD number is compulsory). Note that all Applicants must be 18 years or older.

Individual or First Joint Applicant

Dr/Mr/Ms/Mrs/Miss First Name(s): Middle Name(s):

Surname: Date of Birth:

E-mail:

IRD Number:

Residential Address: Street No: Street Name:

Suburb/RD Number: Town/City:

Postcode: Country:

Mailing Address (if different): Street No: Street Name:

Suburb/RD Number: Town/City:

Postcode: Country:

Registration Address (if different): Street No: Street Name:

Suburb/RD Number: Town/City:

Postcode: Country:

Phone Home: Fax:

Phone Mobile: Occupation:

Phone Work:

Common Shareholder Number (CSN) (if available): Holder Identification Number (HIN) (if available):

.....

Second Joint Applicant

Please note that only those contact details that differ from the First Joint Applicant need to be completed by a Second Joint Applicant or Third Joint Applicant.

Dr/Mr/Ms/Mrs/Miss First Name(s):	Middle Name(s):
Surname:	Date of Birth:
E-mail:	
IRD Number:	
Residential Address: Street No:	Street Name:
Suburb/RD Number:	Town/City:
Postcode:	Country:
Mailing Address (if different): Street No:	Street Name:
Suburb/RD Number:	Town/City:
Postcode:	Country:
Registration Address (if different): Street No:	Street Name:
Suburb/RD Number:	Town/City:
Postcode:	Country:
Phone Home:	Fax:
Phone Mobile:	Occupation:
Phone Work:	
Common Shareholder Number (CSN) (if available):	Holder Identification Number (HIN) (if available):
.....

Third Joint Applicant

Please note that only those contact details that differ from the First Joint Applicant need to be completed by a Second Joint Applicant or Third Joint Applicant.

Dr/Mr/Ms/Mrs/Miss First Name(s):	Middle Name(s):
Surname:	Date of Birth:
E-mail:	
IRD Number:	
Residential Address: Street No:	Street Name:
Suburb/RD Number:	Town/City:
Postcode:	Country:
Mailing Address (if different): Street No:	Street Name:
Suburb/RD Number:	Town/City:
Postcode:	Country:
Registration Address (if different): Street No:	Street Name:
Suburb/RD Number:	Town/City:
Postcode:	Country:
Phone Home:	Fax:
Phone Mobile:	Occupation:
Phone Work:	
Common Shareholder Number (CSN) (if available):	Holder Identification Number (HIN) (if available):
.....

Nature and purpose

What is the purpose of your relationship with KVB? (i.e. what are you trying to achieve by investing with KVB? E.g. investing for retirement / short term investment / long term savings)

.....

What is the expected nature and level of transaction activity? (i.e. how regularly and for how long do you intend to invest with KVB? E.g. monthly deposits until retirement / one-off investment / annual deposit and monthly withdrawals for living expenses)

.....

Share Registration Details (for those trading in Securities)

Registration Name:	
Mailing Address: Street No:	Street Name:
Suburb/RD Number:	Town/City:
Postcode:	Country:

Registration Address (if different): Street No: Street Name:
 Suburb/RD Number: Town/City:
 Postcode: Country:
 Common Shareholder Number (CSN) (if available): Holder Identification Number (HIN) (if available):

Verification Documents

A verified/certified photocopy of **ONE** of the following verification documents is required for **EACH** of the above Individuals: Valid

Passport OR New Zealand or Australian Driver's Licence

AND

Verified bank encoded deposit slip/bank statement issued in the last 12 months in the same name(s) as the account Applicant(s)

AND

Verification of address (council rates bill, utilities bill)

Without this information it is not possible to open or operate your account.

Please now go to Part 2: Authorised Persons (page 8) to include details of persons authorised to act on your behalf.

Part 2: Authorised Persons

This part must be completed for any additional person(s) whom you would like to be Authorised Person(s) for the purposes of the Agreement. Note that all Authorised Persons must be 18 years or older. Please complete all details below.

Authorised Person details

Dr/Mr/Ms/Mrs/Miss First Name(s): Middle Name(s):
 Surname:
 Date of Birth:
 Relationship to Applicant:
 Address: Street No: Street Name:
 Suburb/RD Number: Town/City:
 Postcode: Country:
 Phone Home: Fax:
 Phone Mobile: E-mail:
 Phone Work:

Authorised Person details

Dr/Mr/Ms/Mrs/Miss First Name(s): Middle Name(s):
Surname:
Date of Birth:
Relationship to Applicant:
Address: Street No: Street Name:
Suburb/RD Number: Town/City:
Postcode: Country:
Phone Home: Fax:
Phone Mobile: E-mail:
Phone Work:

Authorised Person details

Dr/Mr/Ms/Mrs/Miss First Name(s): Middle Name(s):
Surname:
Date of Birth:
Relationship to Applicant:
Address: Street No: Street Name:
Suburb/RD Number: Town/City:
Postcode: Country:
Phone Home: Fax:
Phone Mobile: E-mail:
Phone Work:

Verification Documents

A verified/certified photocopy of ONE of the following verification documents is required for EACH Authorised Person:

Valid Passport OR New Zealand or Australian Driver’s Licence

AND

Verified bank encoded deposit slip/bank statement issued in the last 12 months in the same name(s) as the Authorised Person

AND

Verification of address (council rates bill, utilities bill)

Without this information it is not possible for an Authorised Person to instruct on your account. Please note, all Authorised Person(s) must provide their details and sign the Agreement under Part 9: Agreement and Signatures (page 16).

Please now go to Part 3: Settlement Details (for those trading in Securities) to continue.

Part 3: Settlement Details (for those trading in Securities)

I prefer to receive my Contract Notes by E-mail OR Post

Should you wish to change your Contract Note delivery from post to e-mail, we will accept notification by e-mail from you. This notification must be from the same e-mail address that you wish your Contract Notes to be delivered to

We will pay funds (including any Distributions e.g. dividends, interest) to the bank account detailed on the bank encoded deposit slip you provide to us with this application provided the bank account name is in the same name as the Account Applicant.

Estate sale proceeds can only be paid directly into the Estate or a Solicitor's Trust Account.

Bank Account Details* (Please note we only transfer funds to below bank account)

Name of Bank:

Full Address (including City/Town/Country):

BSB (Bank/State/Branch):

Account Number:

Currency:

Account Holder's Name (must match application):

SWIFT Code (if any):

*The above information must match the Proof of Bank Account provided by applicant.

Part 4: Tax Rate

Please deduct tax at the rate of:¹

10.5% 17.5% 30% 33% Exempt² Non-resident Withholding Tax³ Approved Issuer Levy³

1. If you do not supply an IRD number the default rate is 33%.
2. IRD Certificate of Exemption (or, for non-residents, IRD confirmation of exemption from NRWT) required.
3. Overseas address required, along with the signed declaration below.

Declaration of non-residency for NZ Income Tax Purposes

I hereby declare:

- (a) that I am not resident in New Zealand for income tax purposes; and
- (b) that I am not engaged in business in New Zealand through a fixed establishment in New Zealand.

Name:

Signature:

Date:
Day Month Year

Part 5: FATCA information

We are required to collect information from our clients under the provisions of the United States legislation commonly known as the Foreign Account Tax Compliance Act (also known as 'FATCA'). You should seek independent advice from your tax adviser as to how the FATCA requirements may affect you.

Individual or First Joint Applicant

Are you a citizen or tax resident of the United States?

Yes No

US Taxpayer Information Number (TIN):* _____

Please specify in which country or countries you are a tax resident: _____

* For individuals your TIN will be your social security number.

I confirm that I was born in the United States (U.S.) or a U.S. territory but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship. Please provide the following documents:

- A copy of a non-U.S. passport or other government-issued identification evidencing your citizenship or nationality in a country other than the United States; **and**
- A copy of your Certificate of Loss of Nationality of the United States or a reasonable explanation of the reason why you do not have such a certificate or why you did not obtain U.S. citizenship at birth: _____

Second Joint Applicant

Are you a citizen or tax resident of the United States?

Yes No

US Taxpayer Information Number (TIN):* _____

Please specify in which country or countries you are a tax resident: _____

* For individuals your TIN will be your social security number.

I confirm that I was born in the United States (U.S.) or a U.S. territory but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship. Please provide the following documents:

- A copy of a non-U.S. passport or other government-issued identification evidencing your citizenship or nationality in a country other than the United States; **and**
- A copy of your Certificate of Loss of Nationality of the United States or a reasonable explanation of the reason why you do not have such a certificate or why you did not obtain U.S. citizenship at birth: _____

Third Joint Applicant

Are you a citizen or tax resident of the United States?

Yes No

US Taxpayer Information Number (TIN):* _____

Please specify in which country or countries you are a tax resident: _____

* For individuals your TIN will be your social security number.

- I confirm that I was born in the United States (U.S.) or a U.S. territory but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship. Please provide the following documents:
- A copy of a non-U.S. passport or other government-issued identification evidencing your citizenship or nationality in a country other than the United States; **and**
 - A copy of your Certificate of Loss of Nationality of the United States or a reasonable explanation of the reason why you do not have such a certificate or why you did not obtain U.S. citizenship at birth: _____
- _____
- _____

Part 6: Account Type

I am applying to KVB to open (Clients may select more than one account type):

Accounts with KVB Kunlun New Zealand Limited*

Standard Margin Account

Minimum Margin Required _____ Stop Out Level _____

International Securities Account (Cash/Reg-T/Portfolio Margin)

Base currency: _____

Market access (Please tick)

North America

- United States
- Canada

Europe

- France
- Germany
- United Kingdom

Asia Pacific

- Hong Kong
- Japan

Others (Please specify) _____

Other: _____ (Clients may select more than one account type)

Accounts with KVB Kunlun Securities (NZ) Limited**

New Zealand Securities Account

Australian Securities Account

* KVB Kunlun New Zealand Limited is only able to enter into Off Exchange Contracts and trade in Securities with Clients through Securities Exchanges other than NZX and ASX.

** KVB Kunlun Securities (NZ) Limited is only able to trade in Securities through NZX and ASX.

Please refer to the Product Disclosure Statement and Broker's Disclosure Statement (and Adviser's Disclosure Statement (as the case may be) for details on the differences in contract specifications and fees between these account types.

Part 7: Listed Entity Directorships Details, Prescribed Person and PEP

Is any person who is signing this Agreement a Director / Officer of a publicly listed entity or a Prescribed Person* of another NZX Participant, or a PEP**?

Please tick the appropriate box: Yes No

If yes, please complete the details below. KVB cannot process an account application without this question being answered.

Listed Entity Directorship / Officer / Prescribed Person / PEP Details

Director/Officer/Prescribed Person/PEP Name	Name of entity listed on Recognised Securities Exchange/ Employer/Political Position Hold
.....
.....
.....

*“Prescribed Person” means (in terms of the NZX Participant Rules):

- (a) a Market Participant;
- (b) a director, a partner, a Managing Principal or Responsible Executive, shareholder or Employee of a Market Participant (“the restricted group”), and includes:
 - (i) any one of the restricted group acting under a discretion conferred by any of the persons referred to in paragraphs (c) to (e);
 - (ii) any person over whom any one of the restricted group has influence for that person’s investment decisions except in the ordinary course of a client advising relationship; and
 - (iii) any person where any one of the restricted group has a direct or indirect beneficial interest in that person’s property;
- (c) the Immediate Family of a person referred to in paragraphs (a) to (b);
- (d) a Family Company and a Family Trust of a person referred to in paragraphs (a) to (b); and
- (e) where a Market Participant or a person referred to in paragraphs (a) to (b) is a body corporate, any body corporate or other entity controlled by that body corporate,

although, for the purpose of this definition, shareholders of a Market Participant will not be Prescribed Persons, if that Market Participant is a listed issuer.

** “PEP” - Politically Exposed Person means (in terms of New Zealand Anti-Money Laundering and Countering Financing of Terrorism Act 2009):

- (a) an individual who holds, or has held at any time in the preceding 12 months, in any overseas country the prominent public function of —
 - (i) Head of State or head of a country or government; or
 - (ii) government minister or equivalent senior politician; or
 - (iii) Supreme Court Judge or equivalent senior Judge; or
 - (iv) governor of a central bank or any other position that has comparable influence to the Governor of the Reserve Bank of New Zealand; or
 - (v) senior foreign representative, ambassador, or high commissioner; or
 - (vi) high-ranking member of the armed forces; or
 - (vii) board chair, chief executive, or chief financial officer of, or any other position that has comparable influence in, any State enterprise; and
- (b) an immediate family member of a person referred to in paragraph (a), including —
 - (i) a spouse; or
 - (ii) a partner, being a person who is considered by the relevant national law as equivalent to a spouse; or
 - (iii) a child and a child’s spouse or partner; or
 - (iv) a parent; and

(c) having regard to information that is public or readily available,—

- (i) any individual who is known to have joint beneficial ownership of a legal entity or legal arrangement, or any other close relationship, with a person referred to in paragraph (a); or
- (ii) any individual who has sole beneficial ownership of a legal entity or legal arrangement that is known to exist for the benefit of a person described in paragraph (a)

Part 8: Client Information

This page is optional but the information provided will enable us to better assist you with your requirements.

However, please note that:

- Under the NZX Participant Rules, KVB Securities is required to have sufficient information from all clients wishing to purchase or sell Financial Instruments to ensure that appropriate investment advice and Securities recommendations are given. Accordingly, KVB Securities may be required to obtain additional information from you from time to time to comply with this obligation.
- As set out on page 23 of the PDS, before a retail client can become a client, KVB Kunlun will need the client to provide information about their knowledge, experience, and level of understanding of the Contracts KVB Kunlun issues, including understanding of the risk involved in trading leveraged Contracts on the underlying assets KVB Kunlun offers (currency pairs (FX), commodities, and indices). If KVB Kunlun is not satisfied that you have the ability to understand these particular types of derivative and the risks involved, KVB Kunlun will not accept you as a client. If you do not provide the information to enable us to assess suitability, or you provide insufficient information, you should be aware that:
 - KVB Kunlun is required to request information from you in order to assess whether the derivative is suitable for you
 - without this information there is a strong risk KVB Kunlun will not be able to assess whether you have the necessary ability to understand the derivatives and the risks involved.

Investment Objectives of the Client:

Maximise Income Maximise Capital Growth _____
 Balanced Other (please specify) _____

Level of Acceptable Risk:

Low Moderate
 High Other (please specify) _____

Level of experience investing in financial markets:

	Margined Foreign Exchange Contracts	Margined Contracts for Difference	Options	Futures	Exchange Traded Contracts	Securities	Other trading activity (please specify below)
No experience							
Low experience							
Moderate Experience							
Advanced Experience							
Other (please specify below)							

Other experience: _____

Other trading activity: _____

Employer Name: _____

Employer Mailing Address: Street No. _____
 Suburb/RD Number _____
 Postcode _____

Street Name _____
 Town/City _____
 Country _____

Gross Annual income (NZD)

- Less than \$50,000 \$50,000-\$100,000 \$100,000-\$250,000
 More than \$250,000

Liabilities (NZD):

- Less than \$100,000 \$100,000-\$250,000 \$250,000-\$500,000
 \$500,000-\$750,000 \$750,000-\$1,000,000 More than \$1,000,000

Net Worth (NZD):

- Less than \$100,000 \$100,000-\$250,000 \$250,000-\$500,000
 \$500,000-\$1,000,000 \$1,000,000-\$2,000,000 More than \$2,000,000

Marital Relationship Status: _____ Number of Dependents: _____

Other information

Is there any other information you believe is relevant to our understanding of your current circumstances and investment requirements?

- Yes No

Choose one or more additional sources of income from the list below. For Joint Accounts, enter combined sources of income. We will be able to approve your application more quickly if you provide the percentage of annual income and detailed description for each source.

Source of Income	Percent of Annual income (use whole numbers)	Description
<input type="checkbox"/> Consulting	0 %	
<input type="checkbox"/> Disability	0 %	
<input type="checkbox"/> Inheritance	0 %	
<input type="checkbox"/> Interest	0 %	
<input type="checkbox"/> Other	0 %	
<input type="checkbox"/> Real Estate	0 %	
<input type="checkbox"/> Rental	0 %	
<input type="checkbox"/> Severance	0 %	
<input type="checkbox"/> Spouse	0 %	
<input type="checkbox"/> Trading & Investments	0 %	
<input type="checkbox"/> Unemployment	0 %	
<input type="checkbox"/> Retirement Pension / Social Security	0 %	

Please now go to Part 9: Agreement and Signatures (page 16) to continue.

Part 9: Agreement and Signatures

Please refrain from deleting, altering or changing in any way the text in either Part 9 or in Section 2 – Terms & Conditions of the Agreement. We will not accept any amended Agreements.

By signing this Agreement we agree as follows:

- I/We acknowledge and agree that in accordance with this Agreement:
 - the entity with which I/we will be trading in Securities through NZX and ASX is KVB Kunlun Securities (NZ) Limited; and
 - the entity with which I/we will be trading in Securities through other Securities Exchanges and dealing in Contracts is KVB Kunlun New Zealand Limited,as applicable, and that all rights, powers, duties, and obligations of the parties under this Agreement shall be construed accordingly.
- I/We agree to all the Terms and Conditions set out in this Agreement.
- I/We confirm that all the details set out in this Agreement are correct.
- I/We authorise that any person named as a person authorised to act on our behalf may give instructions to transact any Contracts or Securities business (as applicable) on our behalf and give any other instruction or take any other action which may be incidental to the matters contemplated by this Agreement.
- I / We agree that where there is more than one of us, the instructions of any one of us will be sufficient authority for KVB to act on those instructions unless otherwise advised in writing and acknowledged by KVB.
- I/We agree that notices may be given by letter, facsimile, e-mail or any other written medium, that dealing instructions may be given in writing via any Online Trading System to which KVB has provided access (if applicable) or by phone and that in all cases KVB is entitled to treat them as genuine if they appear to come from me/one of us or any person named as authorised to act.
- I / We confirm that KVB has drawn my/our attention to clause 3 of Part A of Section 2 of the Agreement (KVB's Services) and in particular the limits of KVB's ability to provide advice.
- I/We have read and understood the risks outlined in clause 5 of the General Terms and Conditions.
- I/We have read and understood the matters referred to in clause 20 of the General Terms and Conditions (Privacy Act).
- I/We confirm that we have received a copy of the Broker and Adviser's Disclosure Statement.
- I/We confirm that we have been given, read, and understood the Product Disclosure Statement, and are aware of the information available on KVB Kunlun's register entry at www.companiesoffice.govt.nz/disclose.
- I/We acknowledge that a Product Disclosure Statement is not required for our services in relation to Exchange Traded Contracts or for Securities.
- However, I/we acknowledge that we have read and understood the Product Disclosure Statement given to me/us which explains the nature and specification details of the Contracts in which KVB Kunlun will deal on our behalf.
- **I/We acknowledge that KVB has explained and I/we have understood that KVB will execute Orders in the order that they are received, that other than as permitted by the NZX Participant Rules KVB will not combine, accumulate or bundle my/our Orders with those of other customers. I / we further acknowledge that unless I/we provide KVB with specific instructions as to the placement of each Order, all Orders will be put to market at the careful discretion of KVB.**
- I/We agree to notify KVB in the event that any person who has signed this Agreement at any point becomes a person listed in Part 7 of this Agreement.
- I/We confirm that I/we have read and understood the Client Acknowledgement & Risk Disclosure Statement contained in Appendix I.
- I/We declare that the information provided in Part 5 of this Agreement is, to the best of my/our knowledge and belief, accurate and complete. I undertake to advise KVB promptly and provide a written notice within 30 days where any change in circumstances occurs which causes any of the information contained in Part 5 of this Agreement to be inaccurate or incomplete. Where required by FATCA and/or other applicable law, I/we hereby consent to sharing this information with the IRS and /or other relevant tax authorities.
- I/We confirm that I/we have read and understood the terms of this Agreement. By signing below, we explicitly agree to be legally bound by its terms and conditions.

Part 9A: Instructions for Signing

- Every person named as one of the account holders or as an Authorised Person must sign below and indicate the capacity in which they are signing.
- Where a person signs on behalf of another as their Attorney, an original certified copy of the Power of Attorney must be provided, and a signed and completed copy of Part 9B: Certificate of Non-revocation of Power of Attorney (page 18) must accompany this Agreement.

Name:

Signature:

Status¹:

Date: _____

Day Month Year

Name:

Signature:

Status¹:

Date: _____

Day Month Year

Name:

Signature:

Status¹:

Date: _____

Day Month Year

Name:

Signature:

Status¹:

Date: _____

Day Month Year

Name:

Signature:

Status¹:

Date: _____

Day Month Year

Name:

Signature:

Status¹:

Date: _____

Day Month Year

1. Please identify status: Self / Attorney / Parent / Guardian / Authorised Person must sign.

Execution by KVB

Signed for and on behalf of KVB Kunlun New Zealand Limited and/or KVB Kunlun Securities (NZ) Limited (as applicable)
 Authorised representative

Name: _____

Signature:

Title: _____

Date: _____

Day Month Year

Name: _____

Signature:

Title: _____

Date: _____

Day Month Year

Part 9B: Certificate of Non-revocation of Power of Attorney

If a Power of Attorney accompanies this Agreement, please complete the following: I,

(Full name)

of (Place and country of residence) , (Occupation)

hereby certify

1. that I am the Attorney of (Full name of donor) , (Place and country of residence of donor)

under and by virtue of a deed dated
Day Month Year

under which I was appointed attorney by him/her/them.

2. that I have executed the Agreement hereby as Attorney under the said Power of Attorney and pursuant to the power thereby conferred upon me.

3. that I have not received any notice or information of the revocation of the said Power of Attorney by death or otherwise and I believe the same to be in full force and effect.

Signed at

Dated:
Day Month Year

Signature:

Part 10: Checklist

Mandatory

- Completed the relevant Applicant Details for Individual or Joint Applicants (Part 1) and Authorised Persons (Part 2).
- KVB has received:
 - a. a copy of the documentary evidence verifying the identity of each applicant
 - b. a bank encoded deposit slip in the same name as the Account Applicant
 - c. the appropriate authority(s) to act have been completed and documentary evidence of such authority has been provided.
- Completed Part 3: Settlement Details
- Completed Part 4: Tax Rate
- Completed Part 5: FATCA information and any additional information that is requested has been provided
- Completed Part 6: Account Type
- Completed Part 7: Listed Entity Directorships, Prescribed Person and PEP Details
- Completed Part 8: Client Information
- All account holders and Authorised Persons have signed Part 9A: Agreement and Signatures
- If a Power of Attorney accompanies this Agreement, Part 9B: Certificate of Non-revocation of Power of Attorney has been completed
- You have read and understood the Terms and Conditions outlined in Section 2 of the Agreement and the Product Disclosure Statement and the Broker's Disclosure Statement (and the Adviser's Disclosure Statement if applicable) which must be retained by you.

SECTION 2: TERMS AND CONDITIONS

Part A : General Terms and Conditions

This Client Services Agreement (Agreement) is between:

- A the **Client**, as identified in the Client Information Statement; and
- B KVB KUNLUN NEW ZEALAND LIMITED (KVB Kunlun), if the Client has chosen to open an account with that entity in Part 6 of the Client Information Statement (Account Type); and/or
- C KVB KUNLUN SECURITIES (NZ) LIMITED (KVB Securities), if the Client has chosen to open an account with that entity in Part 6 of the Client Information Statement (Account Type).

The principal place of business of KVB Kunlun and KVB Securities is Level 10, Tower One, 205 Queen Street, Auckland, New Zealand.

1. INTERPRETATION

1.1 In this section of the Agreement, unless a contrary intention appears:

"Agreement" means all of the terms, conditions and acknowledgements herein and the terms, conditions and acknowledgements in any supplementary agreement, the Client Information Statement, Product Disclosure Statement (if applicable), the Broker's Disclosure Statement and, where provided, the Adviser's Disclosure Statement, and, in respect of clauses 3, 8 and 9 (inclusive) of Part B of this section, any reference to "this Agreement" includes any Contract or other transaction governed by this Agreement or any such Contract or other transaction.

"Adviser's Disclosure Statement" means the disclosures required to meet KVB and / or the financial adviser's disclosure obligations under the Financial Advisers Act 2008 and Financial Markets Conduct Act 2013.

"ASX" means ASX Limited ACN 008 624 691, and where the context permits, the Australian Securities Exchange operated by ASX Limited.

"Authorised Person" means any person authorised by the Client to deal on behalf of the Client and bind the Client under this Agreement or any other agreement with KVB or any of its Associated Entities and notified to KVB from time to time in the Client Information Statement or otherwise in writing.

"Associated Entity" means, in respect of KVB, a related company as described in Section 2 of the Companies Act 1993 (NZ).

"Base Currency" means the currency in which the relevant Client Account is denominated.

"Broker's Disclosure Statement" means the disclosures required to meet KVB's disclosure obligations as a broker under the Financial Markets Conduct Act 2013 and NZX Participant Rules.

"Business Day" means a day, on which the Exchange on which Contracts and Securities are dealt or traded is open for trading, clearing, settlement and delivery (or, for Securities which are not exchange traded and for notices, pursuant to clause 27 of these General Terms and Conditions, any day on which banks are open for over the counter business in Auckland, New Zealand). For Off Exchange Contracts, it means a day on which the relevant underlying exchange rate, security, commodity or index specified in the Off-

Exchange Contract specifications is available for dealing.

"Clearing House" means a party appointed by a Futures Exchange or Securities Exchange to act as the central counterparty and provide clearing and settlement services for that exchange, and includes the clearing house operated by CHO in accordance with the C&S Rules.

"Clearing Participant" means a participant of a Clearing House that facilitates the clearing, settlement and delivery of Securities and Exchange Traded Contracts, including futures, options and other derivatives.

"Client" means the person, or as the case may be, each person, whose name and other particulars are set out in the Client Information Statement and, where the context permits, includes any Authorised Person.

"Client Account" means the dealing and trading account(s) in the name of the Client.

"Client Money":

- (a) has the meaning given to that term in the Financial Advisers Act 2008 in respect of Securities; and
- (b) means 'derivatives investor money' as defined in the Regulations in respect of Contracts.

"Client Information Statement" means the client information statement prescribed by KVB to be provided by the Client to KVB in the form attached to this Agreement.

"Collateral" includes all moneys, amounts standing to the credit of any account which the Client holds with KVB or any of KVB's Associated Entities, investment securities, negotiable instruments, documents of title, and certificates of deposit as may be approved by KVB from time to time as collateral (whether provided as Margin deposit or otherwise), any amounts owing by KVB to the Client, and all the Client's rights, title and interest in the same and all proceeds of the foregoing.

"Contract" means Margined Foreign Exchange Contract, Margined Contract for Difference, Options, Futures or any other contracts that may be introduced by KVB from time to time including Exchange Traded Contracts and Off-Exchange Contracts.

"Contract Note" means the contract note to be sent by KVB to the Client confirming each transaction in Securities, showing details of the price, number of Securities traded, brokerage and any other fees or charges applicable.

"Corporation" means a company or body corporate and includes any association (whether incorporated or not), governmental, semi-governmental or local authority or agency.

"Counter-party" means a person or entity that takes the contra position of any Contract including but not limited to any registered bank or financial intermediary in New Zealand or globally.

"CSN" means New Zealand Common Shareholder Number.

"Dealing" means "dealing" as defined in the Financial Markets Conduct Act 2013.

"Default Rate" has the meaning given to that term in clause 13.2(g) of these General Terms and Conditions.

"Exchange Traded Contract" means any Contract that is dealt on a Futures Exchange anywhere in the world.

"FIN" means Faster Identification Number or numbers issued by a Registry or associated Securities Exchange to a Client in respect of any given trading of relevant Securities.

"FMA" means the Financial Markets Authority.

"Futures Exchange" means an authorised futures exchange, recognised futures exchange, or exempt futures market and, for the purposes of this Agreement, also includes an options exchange.

"General Terms and Conditions" means the general terms and conditions of Section 2 Part A of the Agreement.

"Give-Up Agreement" means a written agreement between KVB, the Client and the Client's nominated Clearing Participant as referred to in clause 7.4.

"Initial Margin" means the amount required to be paid by a person in respect of a Contract entered into, or proposed to be entered into, by that person.

"KVB" means whichever of KVB Kunlun and KVB Securities is relevant in the context, determined in accordance with clause 2.2(a) of this Agreement.

"Liquidation Date" means the date specified by KVB under clause 9.1 of Part B of Section 2 of this Agreement.

"Maintenance Margin" means the minimum required amount that is necessary to maintain the Client's position.

"Margin" means an Initial Margin or a Variation Margin.

"Margined Contract for Difference" means a leveraged contract for an agreed quantity of a commodity or financial instrument at an agreed price. The agreed amount of the commodity or financial instrument is not deliverable. During the set trading hours, this contract is valued and renewed real time at current market rates and the resulting profit or loss at the renewed contract price (the "roll price") is debited or credited to the Client Account. The contract is continually renewed at the roll price until the Client closes the contract by taking an opposite position in the market for the same quantity of the commodity or financial instrument.

"Margined Foreign Exchange Contract" means a leveraged contract for an agreed quantity of foreign exchange at an agreed exchange rate. The agreed quantity of foreign exchange underlying this contract is not deliverable. During the set trading hours, this contract is valued and renewed real time at current market rates and the resulting profit or loss at the renewed contract price (the "roll price") is debited or credited to the Client Account. The contract is continually renewed at the roll price until the client closes the contract by taking an opposite position in the market for the same quantity of foreign exchange in the same currency. Margined Foreign Exchange Contracts are also known as "Rolling Spot Contracts".

"NZX" means NZX Limited (or, as the context requires, the relevant Securities Market operated by NZX Limited).

"Off-Exchange Contract" means any contract offered by KVB to the Client whereby KVB acts as a principal on that contract, including without limitation Margined Contracts for Difference and Margined Foreign Exchange Contracts, and "Off-Exchange" has a corresponding meaning.

"Order" means an instruction to buy or sell Contracts or Securities, or

an instruction to amend or cancel a previous instruction to buy or sell Contracts or Securities.

"Post Trade Agreement" means the agreement(s) entered into between a Trading Participant and a Post Trade Participant for the delivery and settlement of Trades by the Post Trade Participant on behalf of the Trading Participant.

"PPSA" means the Personal Property Securities Act 1999 (NZ).

"Product Disclosure Statement" or "PDS" means the document(s) relating to KVB Kunlun's Off-Exchange Contracts having the same name which form(s) part of this Agreement (where applicable).

"Registry" means the particular Securities registry which maintains the register of Security holders for the particular listed entity that issues the Securities traded by the Client pursuant to this Agreement.

"Regulations" means those provisions of the Financial Markets Conduct Regulations 2014 (NZ) that apply to this Agreement, as amended from time to time.

"Relevant Law" means those provisions of the Financial Markets Conduct Act 2013, the Regulations, the Financial Advisers Act 2008, the Financial Advisers (Custodians of FMCA Financial Products) Regulations 2014, the Financial Service Providers (Registration and Dispute Resolution) Act 2008, and all other applicable legislation and legislative instruments made under that legislation that apply to this Agreement, as amended from time to time or, if that legislation should be repealed or cease to any extent to operate, then such legislation that shall be in force from time to time in partial or complete substitution for that legislation and references to specific provisions of that legislation shall be construed as references to the relevant equivalent provisions of that replacement legislation.

"Rules" means the rules, regulations and practices of any exchange that govern the conduct of business on markets operated by that exchange or of persons authorised to undertake trading or dealing activities on those markets, and includes the NZX Participant Rules. For the purposes of this definition, the exchange may be any regulated exchange on which KVB deals or trades (including any Futures Exchange, Securities Exchange, commodities exchange, Clearing House or any other approved exchange operator anywhere in the world).

"Securities" includes securities, stocks, warrants, exchange and non-exchange traded funds, bonds, tradable contracts, and other negotiable instruments in New Zealand and overseas, and includes a "Security" as defined in the NZX Participant Rules but excluding a Contract.

"Securities Exchange" means any regulated exchange on which KVB trades company shares, exchange traded funds, bonds and other relevant Securities, as well as other derivatives on these Securities, including warrants, options etc.

"Third Party" means anyone that KVB, in its discretion, appoints to trade on any Futures Exchange or Securities Exchange, and/or settle and clear on any Clearing House on its behalf.

"Trade" has the meaning as defined in the NZX Participant Rules.

"Trade Agreement" means a written agreement between a Trading Participant and an NZX Advising Firm for the performance of Trades on behalf of that NZX Advising Firm by the Trading Participant.

"Trading Participant" means a participant of a Futures Exchange and/or Securities Exchange that has direct market access to that exchange.

"Trading System" means any electronic dealing, trading, order routing or other automated system linking the Client to KVB, KVB's Associated Entities, any Third Party, Futures Exchange, Securities Exchange or any related Clearing House.

"Trust" means an equitable obligation under which a person having the control of property is bound to deal with that property either:

- (a) for the benefit of defined persons (of whom he may himself be one) and anyone of whom may enforce the obligation; or
- (b) for some object or purpose permitted by law.

"Trustee" means a person to whom assets of a Trust are transferred, devised, or bequeathed, in trust for another, that other being called the beneficiary.

"Variation Margin" means the difference between the value of a contract at the time at which the contract is made and the value of the contract at any subsequent time.

1.2 In this Agreement, unless the context requires otherwise:

- (a) capitalised terms, which are not otherwise defined in this Agreement, have the meaning given to those terms in the NZX Participant Rules;
- (b) the singular includes the plural and vice versa;
- (c) a reference to one gender includes a reference to the other gender;
- (d) a reference to a statute, Rules and Regulations or a provision thereof includes a reference to them as amended or re-enacted from time to time;
- (e) a reference to a person includes a reference to a company or an incorporated entity, a Trust, a partnership or unincorporated entity and a deceased estate;
- (f) headings are given for convenience only and are not to be construed as part of this Agreement; and
- (g) the expressions "accounts receivable", "investment securities", "negotiable instruments" and "security interest" have, if and where used, the respective meanings given to them under, or in the context of, the PPSA.

1.2 Any statutory provisions or other terms implied in this Agreement under Relevant Law apply for so long as they are implied in this Agreement despite anything to the contrary in this Agreement, and any provision in this Agreement that is contrary to any such implied term is void to the extent that it is contrary.

2. ACKNOWLEDGEMENTS & REPRESENTATIONS

2.1 In accordance with the Client's selection in the Client Information Statement, the Client hereby appoints:

- (a) KVB Securities to trade Securities through NZX and ASX on the Client's behalf; and / or
- (b) KVB Kunlun to deal in Contracts on any Futures Exchange or Off-Exchange, and trade Securities on the Client's behalf on any other Securities Exchange.

2.2 In so doing the Client acknowledges that:

- (a) in accordance with this Agreement:
 - (i) the entity with which the Client will be trading in Securities

through NZX and ASX is KVB Securities; and

- (ii) the entity with which the Client will be dealing in Contracts and trading in Securities through other Securities Exchanges is KVB Kunlun,

as applicable, and that all rights, powers, duties, and obligations of the parties under this Agreement shall be construed accordingly;

- (b) the Client has given careful consideration to its objectives, financial situation and needs and has formed the opinion that dealing in Contracts and/or trading in Securities is suitable for the Client's purposes;
- (c) dealing in any Contracts and trading in any Securities incurs the risk of loss as well as the prospect of profit;
- (d) KVB does not, nor do any of its Directors, officers, agents or employees, guarantee repayment of capital or payment of income in respect of any investment made by KVB on the Client's behalf;
- (e) dealing in Contracts and trading in Securities may create an obligation to give or take delivery or, in the case of Contracts, to make a cash adjustment in accordance with the terms of that Contract; and
- (f) KVB will at all times be dealing or trading on all relevant markets, whether conducted by a Futures Exchange or Securities Exchange or not, as a principal, notwithstanding that in certain circumstances KVB will be acting on the instructions of the Client, and KVB will incur obligations to the relevant Counterparty, Third Party or Clearing House as principal, even though the transaction has been entered into as a result of instructions received from the Client.

2.3 The Client has been given a copy of KVB's Product Disclosure Statement, and has access to the online offers register entry, for the Off-Exchange Contracts they wish to deal in or have dealt in. These documents set out, amongst other things, the information required by Relevant Law including the significant features of dealing or trading in these products. Subject to its legal obligations, KVB will not be further obliged to warn the Client of the nature of any risks involved in any transactions KVB provides to the Client under this Agreement or provide the Client with written risk warnings in relation to such transactions. The Product Disclosure Statement issued by KVB for a particular product:

- (a) sets out disclosures required to be given under Relevant Law; and
- (b) provides information about the products in respect of which KVB may deal; and
- (c) sets out some of the risks and other significant features of trading or dealing in those products.

2.4 The Client hereby represents that the Client has the ability to evaluate and understand the terms, conditions and risks of the transactions entered into hereunder (whether or not a Contract is entered into or a Security is traded on the basis of information supplied by KVB) and the Client is willing and able to accept those terms and conditions and to assume (financially and otherwise) those risks.

2.5 The Client represents, warrants and undertakes to KVB that, both at the date of this Agreement and at the time of any transaction KVB may enter into with or for the Client:

- (a) the Client has full power and authority to enter into this Agreement and any resulting transaction and to perform all its obligations under it;
- (i) where the Client is an individual, the Client has legal capacity to execute this Agreement;
 - (ii) where the Client is a company or incorporated entity, the Client has been and is duly formed under the laws of the place of its formation and has power and authority to deal in Contracts and trade in Securities, and the person executing this Agreement has full power and authority to execute this Agreement on behalf of the Client and a certified copy of the board resolution is required to be executed and on file with KVB;
 - (iii) If the Client is a Trust, the Client confirms that it has the power under the Trust Deed to invest the Trust funds in the manner the Client proposes and confirms the Client has provided KVB with a copy of the provisions in the Trust Deed or a Trustee Certificate permitting such investment and confirming any person's authority to act on behalf of the Trust;
 - (iv) where the Client is a partnership, the Client has power and authority to deal in Contracts and trade in Securities, and the person executing this Agreement has full power and authority to execute this Agreement on behalf of the Client and a certified copy of the partnership agreement is required to be on file with KVB;
 - (v) where the Client is the executor of a deceased estate, the Client has legal capacity to execute this Agreement;
- (b) the Client contracts as principal only and will use its Client Account with KVB only for dealing and trading on the Client's own account and no other person has or will have any interest in any Contract or Security or in any account that KVB holds on the Client's behalf. If the Client undertakes transactions on behalf of any other person (including a Company or a Trust) the Client will advise KVB and ask KVB to set up another account;
- (c) the Client has adequate resources to enter into and perform any dealing or trading, which it decides to undertake;
- (d) in executing this Agreement and in giving effect hereto the Client will not infringe any provision of any deed or other document or agreement to which the Client is a party;
- (e) all moneys or other assets delivered to KVB as Margin or Collateral or remitted to or deposited with KVB are beneficially owned by the Client (or legally owned by the Client and the Client has the necessary capacity and authority to provide those moneys or other assets as Margin or Collateral) and are and will remain free from any lien, charge, security interest or other encumbrance not specifically contemplated by this Agreement. The Client will not permit any Collateral to be subject to any right of set-off or combination of accounts (other than rights that arise solely by operation of law or under this Agreement) and will not do or omit to do, or allow to be done or omitted to be done, anything which could adversely affect any Collateral or the security interest under this Agreement;
- (f) all Securities the Client instructs KVB to sell or hold on the Client's behalf are legally and/or beneficially owned by the Client free of any security interest, assignment or other impediment;
- (g) no part of any funds remitted to KVB by the Client form any part of proceeds derived from any criminal activity including, without limitation, narcotics, smuggling, terrorism, tax evasion, fraud and theft or used for any money laundering or terrorist financing activities;
- (h) the Client will provide to KVB, on request, such information regarding its financial and business affairs and identity as KVB may reasonably require, including any information required to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (NZ), and all information given to KVB is true and complete.

2.6 The Client hereby agrees that:

- (a) reports to the Client on the execution of instructions and/or Contract Notes by KVB shall be prima facie proof of such instructions and accounts unless objected to immediately upon their communication to the Client. The Client accepts that any objection must be confirmed in writing by the Client within two business days of the report or Contract Note being deemed to be received by the Client;
- (b) a notice signed by any one of KVB's directors, managers or other authorised employees, stating the amount of monies due and payable by the Client shall be prima facie evidence of the same;
- (c) KVB may transfer from the Client's other account(s), if any, such funds as may be required to meet obligations as a result of transactions between the Client and KVB;
- (d) all money received by KVB for the Client's credit will be applied firstly in payment of any interest the Client owes KVB and secondly in payment of any indebtedness to KVB before being applied to the Client's general benefit; and
- (e) KVB may require a suitable third party (such as a director, shareholder or beneficiary) to provide a personal guarantee or a security against liabilities in respect of any account for which the Client is responsible, or KVB may, at its sole and unfettered discretion, refuse to open or discontinue any account at any time unless the Client agrees to personally indemnify KVB against any costs or losses of any kind which KVB may suffer as a result of any failure by the Client to comply with this clause. In the case of joint accounts such indemnification will be considered to be joint and several.

2.7 KVB is entitled, in its reasonable opinion, to determine that an emergency or an exceptional market condition exists. Such conditions shall include, but are not limited to, the placing in halt, suspension or delisting of certain Contracts or Securities, the suspension or closure of any market or the abandonment or failure of any system, data feed, Counter-party or event to which KVB relates its quote or the occurrence of an excessive movement in the Client's margin level and/or underlying market or KVB's reasonable anticipation of the occurrence of such a movement and all of the matters and circumstances referred to in clause 28.6 of these General Terms and Conditions. In cases such as these that relate to Contracts, the Client unconditionally authorises KVB to increase its margin requirements and/or close any or all of the Client's open margin deals. In addition, in all cases related to Contracts or Securities, the Client authorises KVB to refuse to deal and/or suspend or modify the application of all or any of the terms, including but not limited to, altering the last time for dealing a particular Contract or Security, to the extent that the condition makes it impossible or impracticable for KVB to comply with the term in question.

3. KVB'S SERVICES

3.1 The Client hereby acknowledges the following in relation to the services offered by KVB:

- (a) KVB is principally in the business of providing trading facilities allowing Clients to efficiently deal in Contracts and trade in Securities on an execution only basis, which means that generally KVB will not advise the Client regarding the merits of a particular transaction and will merely carry out the Client's instruction.
- (b) However, KVB may, in its sole and unfettered discretion, provide information to the Client including:
 - (i) historical and/or factual information;
 - (ii) general advice, which may include a recommendation, opinion or guidance about any of KVB's products, but without taking into account the Client's objectives, financial situation or needs; or
 - (iii) where the Client has agreed to receive, and KVB is able to under Relevant Law and has agreed to provide, or arranged for the provision of, personal advice at an additional cost agreed with KVB. KVB or its appointed financial adviser will consult with the Client regarding the Client's objectives, financial situation or needs and will provide investment or financial advice or specific recommendations based on this information given by the Client. However, any decision as to whether particular Contracts or Securities will meet the Client's investment needs remains with the Client.
- (c) General advice may be in the form of free publications from KVB or research conducted by an external entity. Any recommendation, opinion or guidance will be based upon research conducted by KVB and/or external analysts but are still only matters of opinion and are subject to a number of limitations. KVB makes no representations, warranties or guarantees (express or implied) as to the accuracy, adequacy, completeness, truth, value, currency or otherwise of any recommendation, opinion or guidance whatsoever communicated to the Client. The Client agrees that KVB will take no responsibility for such recommendation, opinion or guidance and no reliance will be placed thereon. If the recommendation, opinion or guidance is incomplete then KVB will use its best endeavours to inform the Client but will not be liable for any omission to do so. The Client must assess whether any recommendation, opinion or guidance is suitable to the Client's own investment objectives, financial status and particular needs.
- (d) Notwithstanding anything to the contrary in this Agreement, the Client acknowledges that, in respect of Exchange Traded Contracts and Securities, Orders received from the Client, other clients and for KVB's own account will be executed in the order they are received and recorded, and Orders will not be aggregated by KVB but may be by Third Parties.
- (e) It is possible that errors may occur in the prices of transactions quoted by KVB. In such circumstances, KVB shall not be bound by any transaction which purports to have been made (whether or not confirmed by KVB) at a price which:
 - (i) KVB is able to substantiate to the Client was manifestly incorrect at the time of the transaction; or
 - (ii) was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction.

- (f) KVB, in dealing in Contracts or trading in Securities on behalf of the Client, may require the buying or selling of foreign currency and the exchange rate will be determined in good faith by KVB at its sole and unfettered discretion; and KVB shall be entitled, without prior notice to the Client, to make the currency conversions necessary or desirable for the purposes of fulfilling the Client's obligations. Any such conversion shall normally be made by KVB as principal at a rate which reflects the size, liquidity and timing of the transaction. KVB shall disclose to the Client the relevant rate on the confirmation or Contract Note but will be entitled to retain any profit KVB or any Associated Entity may derive from the transaction. Any foreign exchange risk arising from such a transaction shall be borne by the Client.
- (g) The Client may at any time give KVB an instruction either generally, or in relation to a particular transaction, as to how the Client wishes an Order to be implemented.

3.2 KVB may provide the Client with access to a Trading System, as agreed between the Client and itself. The terms and conditions applicable to Contracts and Securities executed through the Trading System, and some associated risks, are outlined in clause 22 of these General Terms and Conditions.

4 . APPLICATION OF LAW & RULES

4.1 The Client and KVB agree that in respect of this Agreement the Client and KVB are subject to and are bound by:

- (a) Relevant Law and other legislation relevant to dealing and trading activities;
- (b) the Rules;
- (c) the Regulations;
- (d) this Agreement; and
- (e) any Trade Agreement, any Post Trade Agreement and any Give-up Agreement.

5. RISK WARNING

5.1 The capital value of the Client's investments may fall and the Client may not earn any income from their investments. KVB does not, nor do any of its directors, officers, agents or employees, guarantee the repayment of capital or the payment of income in respect of any investment made by KVB on the Client's behalf.

5.2 The Client's investments and any Contracts and Securities may be subject to a number of risks including, but not limited to, market risk, liquidity risk, company risk, sector and country exposure risk, default risk, currency exchange risk, and economic and political risk. In addition to the general risks referred to in this clause, the Client should note the following specific risks:

- (a) the risks of loss in dealing in Contracts can be substantial and can exceed any deposit or margin that has been provided to cover the Contracts. The maximum loss in buying an option or warrant is the amount of the premium or the price paid. The risks in selling an option can be the same as dealing in the underlying Contract or trading in the underlying Security;
- (b) the risk of equity investments is that it may not be possible to recoup the original investment for reasons such as the:
 - (i) sale price is less than the price paid;
 - (ii) shares cannot be sold as there is no market for them;

- (iii) company is placed in receivership or liquidation or is insolvent;
- (c) the risk of Short Selling Securities is that there could be an adverse market move (from the Client's perspective) and the Client could suffer loss as a consequence;
- (d) Increased risks are associated with:
 - (i) using borrowed money to purchase investments or applying leverage and gearing via options, warrants, futures or partly paid Securities; or
 - (ii) buying and investing in Securities that are not quoted on a recognised Securities Exchange;
- (e) the risks of interest bearing investments are:
 - (i) interest payments may not be timely or may not be made in full or at all;
 - (ii) it may not be possible to recoup the original investment for reasons such as the:
 - (1) sale price is less than the price paid;
 - (2) interest bearing Securities cannot be sold as there is no market for them; or
 - (3) issuer is placed in receivership or liquidation or is insolvent; and
- (f) the risks of managed fund investments are that it may not be possible to recoup the original investment and, in some managed funds, expected income payments may not be timely or may not be made in full or at all.

5.3 The Client's investments or any Contracts or Securities the Client buys may not be appropriate or fit for the purpose for which the Client purchased them.

5.4 The Client should carefully consider whether the kind of trading contemplated by this Agreement is appropriate for the Client in light of its financial circumstances.

5.5 The Client should also read the Risk Disclosure Statement in Appendix I.

6. ORDERS, INSTRUCTIONS AND GENERAL COMMUNICATIONS

6.1 Subject to clause 26 below, the Client may communicate their Orders to KVB in writing via any Trading System approved by KVB or verbally over the phone to KVB. If the Client gives Orders or instructions in writing, such instructions must be received by KVB allowing sufficient time for KVB to act upon them. The Client agrees that KVB may in its absolute discretion refuse to accept an Order or any other instruction for the Client's account.

6.2 The Client acknowledges that it is the Client's responsibility to ensure that all details relating to the Client's Orders are accurate, including without limitation the name of the Contract or Security bought or sold, the volume and the total value of the Order.

6.3 If the Client wishes to amend or cancel an Order or instruction, the Client must do so by giving specific instructions to KVB for the amendment or cancellation of that Order or instruction. The Client agrees that acceptance of an instruction to withdraw or amend an existing Order or instruction is always subject to KVB receiving

the instruction in time for the appropriate action to be taken. In the event that part of the Client's Order is filled prior to the amendment or cancellation instruction being effected, the Client will be liable to settle the partially filled Order.

6.4 Orders may be given either in writing or verbally but KVB accepts no responsibility for any errors or omissions resulting from misunderstandings in respect of oral or written instructions unless those misunderstandings were caused by the negligence of its employees or agents.

6.5 Where KVB believes an Order or instruction to be ambiguous, unclear or incomplete, KVB reserves the right not to accept that Order or instruction, or to defer action or seek further action as KVB sees fit. In any such event, KVB will use all reasonable endeavours to notify the Client of its decision in a timely manner and will not be liable for any price movements or fluctuations or any loss, cost or expense suffered by the Client as a result. If an instruction is accepted, KVB will act in accordance with the Client's instructions.

6.6 The Client will promptly provide to KVB any instructions which KVB may require. If the Client does not provide instructions promptly, KVB may, in its absolute discretion, take any steps, at the Client's cost, as KVB considers necessary or desirable for its own protection or the protection of the Client. This provision is similarly applicable in situations when KVB is unable to make contact with the Client.

6.7 The Client agrees that the Client will be liable for all fees, costs and charges relating to an Order or instruction and will not make Orders that will breach, or are likely to cause KVB to breach, any of the Rules.

6.8 The Client will be liable for any Order or instruction placed with KVB, even in the event of unauthorised Orders or instructions or interference with any Orders or instructions sent to KVB, provided that KVB reasonably believes that those Orders or instructions were authorised and had not been interfered with. Once KVB has effected an Order or instruction and the relevant deal or trade done or action taken, the Order or instruction cannot be revoked (although KVB may, at its sole and unfettered discretion, in certain circumstances accept a modification to an Order or instruction).

6.9 Orders can be either at market price or a pre-agreed price. KVB agrees to use its best endeavours to undertake the transaction at the required price or better. Unless the Client provides KVB with specific instructions as to the placement of each Order, all Orders will be put to market for the Client at the careful discretion of KVB.

6.10 Subject to the Rules, a Futures Exchange or Securities Exchange has the right to amend or cancel an Order. The Client acknowledges that this is outside of KVB's control and therefore agrees to indemnify KVB in the event of any resulting loss or liability.

6.11 The Client acknowledges that all Orders related to Securities which are received outside Trading Hours will not be implemented until the commencement of the next Trading Day.

6.12 A list of Order types will be published on KVB's website and updated from time to time.

7. KVB'S ASSOCIATED ENTITIES AND THIRD PARTIES

7.1 Subject to the Rules and compliance with its obligations under Relevant Law, KVB will be entitled to delegate its responsibilities under this Agreement to such persons as KVB thinks appropriate, including its Associated Entities.

7.2 The Client acknowledges that KVB may from time to time appoint Clearing Participants and/or Trading Participants as Third Parties to

trade, deal (as the case may be), clear and settle Contracts and Securities on Futures Exchanges and Securities Exchanges and their related Clearing Houses.

7.3 Provided that KVB takes all reasonable steps to ensure that loss does not occur, KVB will not have any liability for any loss the Client sustains as a result of any act or omission of any of its Associated Entities or Third Parties.

7.4 Any Orders will be allocated to the Clearing Participant of KVB's choice, unless clearing instructions are otherwise agreed in writing between KVB, the Client and the Client's nominated Clearing Participant. In circumstances where such agreements have been entered into, the relevant Contracts or Securities will be given up to the Client's nominated Clearing Participant. Subject to any other rights KVB may have under this Agreement or otherwise, in the event that the Contracts or Securities are not accepted by the Client's Clearing Participant, the relevant Contracts or Securities will be allocated to KVB's nominated Clearing Participant in KVB's name and the Client will indemnify KVB for any costs, losses or liabilities that accrue from such non-acceptance.

8. KVB'S RIGHT TO DEAL & TRADE

8.1 The Client agrees and acknowledges that:

- (a) KVB, its directors, employees or Associated Entities may deal or trade as principal on their own accounts or deal or trade as principal for KVB by selling the investment concerned to the Client or buying it from the Client and they may match the Client's transaction with that of another client by acting on that other client's behalf as well as the Client's; and
- (b) KVB may (if permitted by the Rules), knowingly or unknowingly, as either a principal or on behalf of another person, take the opposite side to the Client in any Contract or Security, and the Client acknowledges KVB's right to do so and to charge the Client such amounts as are permitted by clause 13 of these General Terms and Conditions as if KVB had not taken the opposite side to the Client.

9. RIGHTS OF KVB TO REFUSE TO DEAL OR TRADE

9.1 KVB reserves the right to refuse to act on behalf of the Client in relation to any dealing or trading in any type of Contracts or Securities or to limit the number of open positions held on behalf of the Client or both. KVB will inform the Client of any refusal at or before the time of the Client placing the Order or as soon as possible. Such refusal shall be without prejudice to any other rights and powers under this Agreement.

9.2 Strategies aimed at exploiting errors in prices (commonly known as "sniping") are not accepted by KVB. If KVB, at its sole discretion in good faith, determines that the Client is taking advantage or attempting to take advantage of such misquotes or is performing other forms of abusive transactions, KVB is entitled to take one or more of the following counter-measures:

- (a) adjust the price spreads available to the Client;
- (b) restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only;
- (c) retrieve from the Client's account any historic trading profits that have been gained through such abuse of liquidity (as determined by KVB in its sole discretion in good faith) at any time; and/or
- (d) terminate this Agreement immediately by written notice to the Client.

10. LIABILITY

10.1 KVB makes no representation as to the suitability of the Client's investments. The Client needs to make their own decision in this respect.

10.2 The Client has no rights, whether by way of subrogation or otherwise, against any person other than KVB in respect of Contracts or Securities dealt or traded on a Futures Exchange, Securities Exchange or market or dealt or traded in pursuant to the Rules, regulations or by-laws of a Futures Exchange, Securities Exchange or market, except to the extent (if any) provided by any applicable law.

10.3 KVB is not able to exercise control over any services that KVB does not supply directly to the Client. Neither KVB nor any of its staff shall be under any liability whatsoever for any loss or damage sustained by the Client arising from any circumstances beyond KVB's reasonable control or from any actual or proposed transactions as a result of or in connection with the provision of any services to which this Agreement applies except in so far as, and then only to the extent that, such loss or damage is caused by negligence or wilful default on KVB's part or on the part of its staff or any failure by KVB to comply with all applicable rules and regulations in New Zealand.

10.4 Where the Client fails to settle or complete a deal or trade or fails to pay any amount due, KVB has direct rights against the Client, including the right to close out the Contract or buy or sell the Securities relating to the instruction or Order. This obligation applies to the Client, regardless of whether they instructed KVB directly or instructions are given on their behalf by an Authorised Person.

10.5 Both before and after the termination of this Agreement, the Client agrees to be liable for and to indemnify, keep indemnified and hold harmless KVB (including KVB and its Associated Entities and Third Parties and their respective directors, officers, employees, contractors and agents) from all claims, losses, actions, demands, amounts, proceedings, liabilities, damages and costs (including legal costs on a solicitor and client basis) whatsoever and howsoever arising, paid, suffered or incurred by KVB directly or indirectly arising out of or in connection with:

- (a) any action taken by KVB under this Agreement, including undertaking or refusing to undertake the Client's instructions in respect of any dealing or trading of any Contract or Security (including KVB having to pay funds to any other person in circumstances where the Client has failed, other than as a result of KVB's failure to send a confirmation or Contract Note, to provide KVB with the necessary funds for the transaction by the relevant due date), provided that KVB has acted reasonably; or
- (b) any failure by the Client to comply with the terms and conditions of this Agreement.

10.6 Every exemption or limitation of liability, defence, immunity or indemnity available to KVB shall extend to all KVB's employees, agents and contractors and to all Associated Entities and Third Parties and to all entities which may distribute KVB's publications. Those parties are the only persons intended to take a benefit under the Agreement for the purposes of the Contracts (Privity) Act 1982 (NZ).

10.7 The Client should seek professional tax advice before investing. The impact of taxation will vary depending upon each person's individual circumstances. KVB is not be liable for the taxation consequences of any transaction and will not be liable for taxation charges arising for any reason.

10.8 Where KVB provides or arranges for the provision of financial

advice, it will be limited to the products and services provided in KVB's Adviser's Disclosure Statement and Broker's Disclosure Statement provided to the Client and is solely in relation to the funds which the Client pays to KVB for the purposes of investment. KVB accepts no responsibility or liability for the Client's investments outside this service or in relation to the Client's insurance, retirement, personal asset planning, taxation or legal needs. KVB recommends that the Client consults a suitable adviser if advice is required before making a decision to deal or trade in any Contracts or Securities.

10.9 In the absence of KVB's gross negligence, fraud or dishonesty, and subject to KVB's legal obligations, KVB shall not be liable or responsible to the Client for any loss (including consequential and other indirect losses), expense, cost, liability or damage (together referred to as "Loss") suffered or incurred by the Client in respect of any:

- (a) failure of any transaction to realise any profits
- (b) advice or recommendation given by KVB or KVB's advisers to the Client;
- (c) technical failure as set out in clause 22 of these General Terms and Conditions;
- (d) provision of services by KVB pursuant to this Agreement;
- (e) Loss due to actions taken by KVB according to its rights under this Agreement; or
- (f) external party (including any Counter-party to, or any person whom KVB engages in connection with, a transaction) failing to perform its obligations to KVB and, in such circumstances, KVB shall not be liable to perform its obligations to the Client to the extent that it is unable to do so as a result of that other party's default.

10.10 Without limiting any term of this Agreement, KVB is not liable where KVB has taken reasonable endeavours to protect the Client's FIN from unauthorised use and unauthorised access.

10.11 Subject to the terms of this Agreement, KVB will in good faith act on all notices (as per clause 27 of these General Terms and Conditions) and all Orders and instructions (as per clause 6 of these General Terms and Conditions) that the Client provides in connection with the operation of a Client's Client Account. KVB accepts no responsibility or liability for the accuracy or authenticity of those instructions or for any loss that may result or the Client may suffer as a result of KVB acting or refusing to act on those instructions or of KVB cancelling any Order or restricting or prohibiting the Client from dealing or trading in Contracts or Securities.

10.12 KVB accepts no responsibility or liability for the failure of any email, fax or other electronic communication to reach the intended recipient. Due to the nature of electronic mail (Contract Note, email, fax or other electronic communication), circumstances beyond KVB's control could at times inhibit the delivery of electronic mail. In such cases KVB will, when applicable, endeavour to despatch a hard copy to the Client. KVB accepts no responsibility for the consequences of undelivered electronic mail that is outside KVB's reasonable control.

10.13 KVB shall not be liable for any loss of opportunity whereby the value of the Client Account may have been increased nor for any reduction in the value of the Client's account as a result of market movements.

11. DISCRETIONS

11.1 The Client acknowledges that KVB is not obliged to accept them as a client, nor to provide any explanation for refusing an application, where a decision is made to do so.

11.2 The Client and any Authorised Person(s) may instruct KVB to deal or trade in Contracts or Securities. KVB may at any time, and at its sole discretion, decline the Client's instructions or cancel any instruction or Order or generally prohibit or restrict the Client from dealing or trading any Contracts or Securities, without the need to provide any reason for its decision. Without limiting the generality of the foregoing, KVB may refuse to act on the Client's behalf where:

- (a) dealing or trading in the relevant Contracts or Securities has been suspended or halted for any reason whatsoever or any other event covered by clause 2.7 of these General Terms and Conditions has occurred or is, in KVB's reasonable opinion, likely to occur and the Client has not reconfirmed instructions;
- (b) KVB considers that the Order is likely to breach:
 - (i) Relevant Law or any other legislation relevant to dealing and trading activities ;
 - (ii) the Rules;
 - (iii) the Regulations;
 - (iv) in relation to an Off-Exchange Contract, the terms and conditions governing that Off-Exchange Contract;
 - (v) this Agreement; and
 - (vi) any Trade Agreement, any Post Trade Agreement and any Give-up Agreement; or

(c) KVB considers that the Order is likely to:

- (i) be inappropriate, unethical or likely to negatively impact on KVB's reputation and integrity within the market; or
- (ii) create a disorderly market in the Contracts or Securities.

11.3 The Client agrees that KVB is not liable for any financial consequence or inconvenience arising from circumstances where KVB uses its sole and unfettered discretion to cancel a transaction or refuses to accept an instruction from the Client.

12. SECURITY INTEREST

12.1 As security for the payment or delivery of all monies that are payable by the Client, and the performance of all of the Client's obligations under this Agreement, the Client hereby grants a security interest over all Collateral provided by or held by any person on behalf of the Client to, or for the benefit of, KVB at any time including, without limitation, the benefit of all contractual rights and obligations under this Agreement and under any transaction. The security interest so far as concerns all the Client's accounts receivable, and all of the Client's present and future rights in relation to any accounts receivable, will take effect as a transfer. KVB shall have all of the rights of a secured party with respect to any such Collateral in respect of which KVB has a security interest and the Client will, at KVB's request, take such action as may be required to enable KVB to perfect or enforce any security interest and irrevocably appoint KVB as their attorney to take any such action on the Client's behalf.

12.2 Where Collateral is held as a security interest, KVB will not assume responsibility for claiming and receiving dividends,

interest payments and other rights. KVB will not act on the Client's instructions regarding the exercise of conversion, subscription and voting rights, or in respect of takeovers, capital reorganisations and other offers. Notwithstanding anything in this Agreement, the Client further acknowledges that KVB is not, through the use of any nominee or custodian, providing the Client with any kind of safe custody service and that any Collateral provided by the Client to KVB under this Agreement is solely for the purposes set out in clause 12.1 of these General Terms and Conditions above.

12.3 Until the Client has paid or discharged in full all moneys and liabilities owed to KVB, and performed all obligations under any transactions contemplated under this Agreement, any moneys from time to time outstanding to the credit of any of the Client's accounts with KVB shall not be due and payable to the Client, although KVB may, in its absolute discretion make payments to the Client from such accounts, or otherwise exercise KVB's rights of set-off and/or combination and/or consolidation.

12.4 Subject to KVB's obligations under clause 2 of Part B of this Agreement in respect of investor property, in order to effect transactions for the Client, the Client confirms that KVB may (subject to an obligation to account to the Client for property of the same nature and description but not necessarily identical to the property originally delivered to KVB and subject to KVB's other rights under this Agreement) without prior notice to the Client, deposit, charge or pledge any Collateral the Client may deliver to KVB to any Securities Exchange, Futures Exchange, Clearing House, or other Third Party on terms that such party may use or enforce, as the case may be, such deposit, charge or pledge in satisfaction of any obligations that KVB may incur to such party or of any such obligations incurred by the Client or by any other customer.

12.5 Notwithstanding anything to the contrary in this Agreement, if any amount owing or payable by the Client to KVB (including amounts payable to meet obligations relating to Exchange Traded Contracts or other Exchange Traded derivatives) is not paid by the due date for payment thereof then, without prejudice to KVB's rights, the Rules or otherwise, KVB may sell any Securities or other documents and use any moneys now or hereafter held by KVB on behalf or in respect of the Client for or in relation to any account or matter whatsoever and without being responsible for any loss or damage occasioned thereby and may apply the proceeds in reduction of the Client's liability to KVB.

13. FEES & CHARGES

13.1 KVB's charges from time to time (as set out initially in the Product Disclosure Statement, Broker's Disclosure Statement and, if applicable, the Adviser's Disclosure Statement) will be levied in accordance with this Agreement or as otherwise notified to the Client, either in writing or verbally, prior to the relevant dealing or trading taking place. KVB may share its charges with or receive remuneration from intermediaries introducing business to KVB or other parties. Any changes to the charges specified in this Agreement shall be notified to the Client in writing, unless notified to the Client verbally prior to the relevant dealing or trading taking place, and will take effect on the date mentioned in the relevant written or verbal (as the case may be) communication.

13.2 The Client agrees to pay:

- (a) commission at such a rate as is notified by KVB as well as any other transactional fees charged or levied by KVB or a Futures Exchange or Securities Exchange;
- (b) all stamp duty, duties and taxes payable on this Agreement or on Contracts or Securities entered into on behalf of the Client or both;

- (c) any costs as may be disclosed in the Product Disclosure Statement, Broker's Disclosure Statement or the Adviser's Disclosure Statement or notified to the Client from time to time, including without limitation, swap charges, fund withdrawal fees, data feed costs.
- (d) all amounts payable as a result of making or taking delivery or making a cash adjustment in accordance with the terms of the relevant Contract or Security;
- (e) an account maintenance fee of up to USD\$5 per week or equivalent may be charged against trading accounts which are inactive for three months with balances of USD\$50 or less or equivalent.
- (f) all expenses and other amounts incurred by KVB as a result of the Client's default under the terms of this Agreement, including, without limiting the generality of the foregoing, all legal costs and expenses on a solicitor/client basis both before and after any judgment; and
- (g) where any amount owing from the Client to KVB under this Agreement is overdue (including, without limiting the generality of the foregoing, any amounts due as a result of the Client's Contract being closed out or Securities being bought or sold), KVB may, at its sole and unfettered discretion, charge the Client interest on the net amount owing in their Client Account at the rate of 5% per annum above the overdraft rate charged by KVB's bankers ("Default Rate"), or at a rate agreed in writing between KVB and the Client and such interest shall accrue on a daily basis from the date when the amount was due (irrespective of any grace period) to the date of its final payment in full.

14. DISPUTE RESOLUTION

14.1 If you have a complaint, you should contact KVB, KVB will endeavour to quickly and satisfactorily resolve the complaint, but in the event that you are not satisfied, you are invited to put your complaint in writing to:

The Compliance Manager
KVB Kunlun New Zealand
Level 10 Tower One
205 Queen Street
Auckland
New Zealand
complaint@kvbkunlun.com

If we cannot agree on how to fix the issue, or if you decide not to use the internal complaints scheme, you can contact Financial Dispute Resolution Service ("FDRS"). FDRS is an independent approved dispute resolution scheme for settling disputes between people and businesses, and the organisations that provide them with financial services and advice. This service will cost you nothing, and will help us resolve any disagreements. You can contact the Financial Dispute Resolution Service at:

Financial Dispute Resolution Service
Freepost 231075
P.O. Box 2272
Wellington 6140

Telephone : 0508 337 337
International calls: +64 4 910 9952
Web: www.fdrs.org.nz
Email: enquiries@fdrs.org.nz

15. REGULATORS

15.1 The Financial Markets Authority ("FMA") enquires into, and can take enforcement action on misleading and illegal investment schemes, offer documents and advertisements for financial products. The FMA oversees the operations of New Zealand's licensed markets, and the disclosure and practices of listed issuers. The FMA is also responsible for licensing derivatives issuers.

15.2 If you are not satisfied with KVB's response to your complaint regarding any practice relating to financial products or activities on the licensed markets, as an alternative to FDRS you may contact either of these regulators directly at the following addresses:

Financial Markets Authority
PO Box 106 672
Auckland 1143

Level 5, Ernst & Young Building
2 Takutai Square, Britomart
Auckland

Telephone: 0800 434 566
International calls: +64 3 962 2698
Website: www.fma.govt.nz

NZX Limited
Level 1, NZX Centre
11 Cable Street
PO Box 2959
Wellington
Telephone: +64 4 472 7599
Email: compliance@nzx.com

16. TERMINATION

16.1 Accounts that are inactive with balances of 0 or less may be disabled. KVB will write to clients prior to any such disabling taking place. Clients have 30 days in which to respond. Any client whose account is disabled may have to recommence the application process.

16.2 This Agreement may be terminated at any time by one party giving written notice to the other to that effect.

16.3 Termination does not affect the existing rights and obligations of the Client or KVB at termination. Upon termination of this Agreement, KVB will close out all open positions and close out, abandon or exercise any options not yet exercised, entered into by KVB for the Client, unless, in accordance with a direction from the Client, those Contracts or Securities are transferred to another participant of a Futures Exchange or Securities Exchange in accordance with the Rules.

16.4 On termination of this Agreement, KVB shall deliver to the Client as soon as practical thereafter:

- (a) the scrip or the certificates of title in respect of the Client's investments registered in the Client's name; and
- (b) any cash along with interest earned (if applicable) to the date of payment less any fees owing to KVB, that are held by KVB or any custodian as at the date of termination.

16.5 In an Event of Default (as defined in clause 9.1 of Part B of this Section 2), automatic termination will apply, as provided for in that clause.

17. JOINT ACCOUNT HOLDERS

17.1 If the Client consists of more than one person, this Agreement

shall bind them jointly and each and all of them severally and jointly and each of those persons is authorised to issue instructions and give receipts to KVB in relation to any dealing or trading activities or other matters to which this Agreement relates, unless KVB receives written instructions to the contrary.

17.2 Where the Client is comprised of more than one person, any instructions, notice, demand, acknowledgment or request to be given by or to the Client under this Agreement may be given by or to any one of those persons (each a "Client" in this clause 17). KVB is not required to verify that any such Client has any requisite authority from any joint account holder and such Client may give KVB an effective and final discharge in respect of any of KVB's obligations.

17.3 Where the Client comprises a Trust, the Client will notify KVB of any changes in the Trustee(s) of the relevant Trust and confirm that, on the basis of competent legal advice, the Client is satisfied that each Trustee has all the necessary powers to enter into this Agreement. Further, any instruction, notice, demand, acknowledgment or request to be given by or to the Client under this Agreement may be given by or to any one of the Trustees, unless otherwise instructed. KVB is not required to verify that any such person has any requisite authority from any other Trustee.

18. AUTHORISED PERSONS

18.1 KVB is authorised to act upon the written or verbal instructions of the Client and any Authorised Persons, to the extent that any Orders placed by an Authorised Person shall be deemed to have been placed by the Client. KVB may also receive and give information on the Client's behalf from and to the Client and any Authorised Persons.

18.2 In nominating an Authorised Person, the Client warrants that the Authorised Person is authorised to place Orders or give instructions, that they have read and will comply with the terms and conditions of this Agreement and that the Client personally indemnifies KVB against any costs or losses KVB may suffer as a result of the Authorised Person giving incorrect or unauthorised Orders and instructions or failing to comply with this Agreement.

18.3 KVB may (but shall not in any circumstances be obliged to) require confirmation from the Client in such form as KVB may reasonably request if an instruction from an Authorised Person is to close a Client Account or remit money due to the Client or if it appears to KVB that such confirmation is necessary or desirable.

18.4 The Client shall indemnify KVB and keep KVB indemnified against all losses, which KVB may suffer as a result of any error in any instruction given by an Authorised Person or as a result of KVB's acting on any instruction, which is, or appears to KVB to be, from an Authorised Person.

19. CONSUMER GUARANTEES ACT 1993 (NZ)

19.1 The Client agrees that to the maximum extent permitted by law, where:

- (a) KVB's services under this Agreement are both supplied and acquired in trade; and
 - (b) the Client is in trade,
- it agrees to contract out of the provisions of the Consumer Guarantees Act 1993 (NZ).

20. PRIVACY ACT 1993 (NZ)

20.1 KVB is authorised to:

- (a) collect, hold and disclose personal information about the Client or any Authorised Person, for the purposes of carrying out the

Client's instructions, to conduct KVB's credit, verification or security checks, administering the Client's account and for KVB's own marketing purposes;

- (b) disclose certain information about the Client or any Authorised Person where required under the Rules or at law;
- (c) request the Client at any time to provide the names of one or more credit references to assist in assessing the Client's credit worthiness, and to exchange credit information about the Client with them and with credit reporting agencies at any time;
- (d) act upon the instructions of any person who supplies the Client's FIN to KVB (without further enquiry) and to assume the genuineness and validity of all instructions given in conjunction with the supply of the Client's FIN;
- (e) report any overdue payments owing to KVB by the Client to other credit providers or credit reporting agencies;
- (f) terminate the Client's account with KVB and/or suspend KVB's services to the Client if the Client fails to provide KVB with any relevant information that KVB requests from the Client;
- (g) record telephone conversations, internet conversations (chats) and meetings which KVB may have with the Client (or any external party). The Client agrees and acknowledges that:
 - (i) electronic recording by KVB, or by a Futures Exchange, Securities Exchange, Associated Entity or Third Party on behalf of KVB, of the Client's telephonic, or internet conversations (chats) with KVB, may be made with or without an automatic tone or other warning device;
 - (ii) the recordings or transcripts from such recordings may be used for any purpose which KVB or the Futures Exchange or Securities Exchange deems desirable, including their use as evidence by either party in any dispute or anticipated dispute between KVB and the Client; and
 - (iii) in the event of any dispute or anticipated dispute with respect to the Client's dealings or trades, the Client may request a copy of any relevant recording and KVB will provide a quote for the reasonable costs incurred by it in providing that copy. Once the Client has accepted the quote, KVB will duly provide the recording;
- (h) except as authorised in (a) to (g) above, KVB undertakes not to provide personal information acquired in connection with this Agreement (including the Client's FIN) to other persons unless the Client or the Authorised Person authorise that disclosure pursuant to, or otherwise under, the Privacy Act 1993 (NZ).

20.2 KVB, whose registered office and principal place of business is address is Level 10, Tower One, 205 Queen Street, Auckland, will collect and hold the Client's personal information.

20.3 The Client has the right to see all personal information held about the Client by KVB. If the information held about the Client is wrong, the Client has the right to have it corrected. If KVB does not accept a correction provided by the Client, the Client has the right to request that a statement of the correction sought but not made be attached to KVB's client records.

20.4 The personal information supplied by the Client is confidential to the Client and may be used by KVB primarily to further the relationship between the Client and KVB. This includes the provision of any products or services of KVB and information about them which may be of interest to the Client. This information may be in the form of client newsletters, brochures, offers of other services, or

similar communications. If the Client does not wish to receive this information, they may contact KVB at the above address.

20.5 The Client may wish to allow the Client's legal and financial advisors to have access to information relating to the Client's investment. KVB maintains security over investor records but will provide information to those persons nominated by the Client.

20.6 The Client will take all reasonable steps to obtain and communicate to KVB all information, and deliver or cause to be delivered to KVB all documents with respect to dealing and trading activities which are requested by a person having a right to request such information or documents. The Client authorizes KVB to pass on all information, and deliver or cause to be delivered all documents, to the person so requesting.

20.7 The Client authorises KVB to provide details or all or any information relating to the Client's dealing in Contracts or trading in Securities to:

- (a) The FMA and/or any person specified by the FMA (whether by reference to a particular person or persons or by reference to any function required to be carried out, including in any conditions of KVB Kunlun's derivatives issuer licence under the Financial Markets Conduct Act 2013) in whatever form and at whatever times as may be requested by the FMA and/or that other person to carry out the FMA's regulatory functions;
- (b) any other governmental or regulatory authority, upon request;
- (c) any Futures Exchange, Securities Exchange, Clearing House or Third Party on request;
- (d) any of KVB's Associated Entities as may be required;
- (e) anyone to whom KVB may assign its rights and responsibilities under this Agreement, whether in whole or in part; and
- (f) anyone that KVB sees fit to protect KVB's interests, or for purposes directly connected to those set out in this Agreement, or as required by law.

21. UNSOLICITED ELECTRONIC MESSAGES ACT 2007 (NZ)

21.1 The Unsolicited Electronic Messages Act 2007 (NZ) requires KVB to obtain the Client's permission to send "commercial" messages to the Client. By executing this Agreement, the Client hereby authorises KVB to communicate to the Client from time to time, when appropriate, by email.

22. TRADING SYSTEM DISCLOSURE STATEMENT

22.1 KVB shall not be liable to the Client for any losses, expenses, costs, damages or liabilities due to any failure, hindrance or delay in performing its obligations under this Agreement where that failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such events shall include but not be limited to technical difficulties such as telecommunication failures or disruptions, non-availability of any Trading System due to downtime, unforeseen maintenance, civil unrest, terrorism, war, natural disasters, strikes, lock-outs, fire or such at KVB's premises (notwithstanding that KVB is a party to the conflict and including cases where only part of KVB's functions are affected by such events), or other cause beyond KVB's control, or from any resultant failure to execute, process or report deals and trades or similar errors whether or not the error might be due to factors under KVB's control.

22.2 Dealing, trading or routing Orders through electronic systems varies widely among the different Trading Systems. The Client should consult the Rules and regulations of the relevant Futures Exchange or Securities Exchange offering the Trading System and/or listing the Contract or Security or routing the Order to understand, among other things, the Trading System's Order matching procedure, opening and closing procedures and prices, policies on error deals and trades, dealing or trading limitations or requirements, qualifications for access, grounds for termination and limitations on the types of Orders that may be entered into the Trading System. Each of these matters may present different risk factors with respect to dealing or trading on or using a particular Trading System. Each Trading System may also present risks related to system access, varying response times, and security. In the case of internet based Trading Systems, there may be additional types of risks related to system access, varying response times and security, as well as risks related to service providers and the receipt and monitoring of electronic mail. All the risks identified in this clause are outside KVB's control and therefore KVB cannot be held liable for any loss suffered by the Client as a direct or indirect consequence thereof.

22.3 Without limiting clause 5.2, dealing or trading through a Trading System exposes the Client to risks associated with system or component failure. Since KVB does not control signal power, its reception or routing via the internet, configuration of Client equipment or reliability of its connection, KVB cannot be responsible for communication failures, distortions or delays when the Client trades on-line over the internet.

22.4 In the event of system or component failure, it is possible that, for a certain time period, the Client may not be able to deal or trade, including opening new positions, closing out existing positions, entering new Orders, executing existing Orders, or modifying or cancelling Orders that were previously entered. System or component failure may also result in loss of Orders or Order priority.

22.5 The Client is solely responsible for safeguarding passwords to ensure that third parties do not gain access to the Client's Trading System. The Client shall be responsible for all information sent to KVB using the Client's name, password or any other personal identification means implemented to identify the Client. Unless KVB has actual knowledge of the unauthorised or wrongful use, the Client will be liable to KVB for any Contracts or Securities executed by means of the Client's password, even if such use may be unauthorised or wrongful.

22.6 The Client understands the risks associated with the transmission of information by use of the internet and hereby agrees to indemnify and hold harmless KVB from and against all losses, claims, expenses, costs, damages, fines or liabilities whatsoever suffered by KVB (including, without limitation, legal costs and expenses) arising out of the use of any Trading System by the Client, its employees, agents or contractors, or any act or omission of the Client, its employees, agents or contractors.

22.7 Some Contracts or Securities offered on a Trading System may be dealt or traded electronically and through open outcry during the same dealing or trading hours. The Client should review the Rules and regulations of the relevant Futures Exchange or Securities Exchange offering the system and/or listing the Contracts or Securities to determine how Orders that do not designate a particular process will be executed.

22.8 Futures Exchanges or Securities Exchanges offering a Trading System and/or listing the Contract or Security may have adopted rules to limit their liability, the liability of their members and/or registered brokers and software and communication system vendors and the amount of damages the Client may collect for system failure and delays. Different Futures Exchanges and Securities Exchanges have varying limitation of liability provisions. In order to understand

these liability limitations, the Client should consult the Rules and regulations of the relevant Futures Exchange(s) and/or Securities Exchange(s), which are available upon request from KVB.

22.9 Provided that KVB exercises reasonable due diligence, KVB will not be liable to the Client for any loss the Client might suffer due to errors in quotes which are the result of typing errors committed by KVB or KVB's erroneous perception of information entered into the Trading System by the Client. KVB is entitled to make the necessary corrections in the Client's account according to market value of the asset in question at the time when the error occurred.

22.10 KVB may offer real-time tradable prices to the Client. Due to delayed transmission between the Client and KVB, the price offered by KVB may have changed before an Order from the Client is received by KVB. If automatic Order execution is offered to the Client, KVB shall be entitled to change the price on which the Client's Order is executed to the market value at the time at which the Order from the Client was received.

22.11 Regardless of the fact that the Trading System might confirm that an Order is executed immediately, when the Client transmits instructions via the Trading System, the confirmation forwarded by KVB or made available to the Client on the Trading System constitutes KVB's confirmation of a Contract or Securities deal or trade.

22.12 Any instruction sent via the Trading System by the Client shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding contract between KVB and the Client when such instruction has been recorded as executed by KVB and confirmed by KVB to the Client, and the mere transmission of an instruction by the Client shall not constitute a binding contract between KVB and the Client.

22.13 Any particular Trading System may be available in several versions, which may be differentiated in various aspects including, but not limited to, the level of security applied and the products and services available. KVB shall not be liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to the Client using a version different from KVB's standard version with all available updates installed.

22.14 If the Client has access to any Trading System for any Futures Exchange or Securities Exchange, the Client acknowledges that:

- (a) the data accessed via that Trading System is not the property of KVB and remains the property of the relevant Futures Exchange or Securities Exchange; and
- (b) the Client is forbidden to publicly display, redistribute or re-transmit the data in any way without having entered into a written agreement with the relevant Futures Exchange or Securities Exchange expressly permitting such activity.

23. VARIATION

23.1 In addition to deemed amendments under clause 28, KVB is entitled to amend, modify or waive all or any of the terms of this Agreement. In such a case, KVB shall effect such amendment, modification or waiver by providing the Client with at least ten (10) Business Days' notice other than when the alteration is required immediately due to changes in law or other requirements beyond KVB's control.

24. ASSIGNMENT

24.1 The Client may not assign any of their rights or obligations under this Agreement to any other person. KVB may assign its rights

or obligations to any of its Associated Entities or to any person or entity who may acquire the whole or any part of KVB's business or assets upon written notice to the Client.

25. BINDING EFFECT

25.1 This Agreement shall be continuous and shall cover individually and collectively all and any of the Client's Client Accounts at any time open or reopened with KVB, irrespective of any change or changes at any time in KVB's personnel or constitution for any cause whatsoever and shall enure to KVB's benefit (including to the benefit of any company which may result from KVB's amalgamation or reconstruction) and similarly shall enure to the benefit of any purchaser of KVB's business.

25.2 This Agreement shall be binding on the Client's personal representatives, successors in title and permitted assigns.

25.3 Notwithstanding the fact that KVB is not obliged to allow the Client to transact before entering into the Agreement, it is intended that the Client's rights and obligations in respect of any transactions effected prior to the date of this Agreement shall be governed by the terms of this Agreement.

26. FAX AND TELEPHONE INDEMNITY

26.1 In consideration of KVB agreeing to accept facsimile and telephone instructions from the Client in relation to any arrangements with KVB, the Client agrees that:

- (a) KVB may accept telephone or facsimile instructions but is not obliged to accept them;
- (b) KVB will not be liable to the Client or any other party if the instructions are unauthorised, forged or fraudulently given, provided that KVB actions those instructions in good faith. To the maximum extent permitted by law, the Client will indemnify KVB for its losses in acting on such instructions;
- (c) the Client will maintain appropriate internal controls for its business so as to ensure that unauthorised, forged or fraudulent instructions are not given to KVB. The Client undertakes to do prompt reconciliations of bank statements and to check confirmations and other notices from KVB against its internal records. The client will promptly notify KVB of any irregularities uncovered by these reconciliations and checks.

27. NOTICES

27.1 Except in the case of instructions regarding dealing in Contracts or trading in Securities or placing Orders or the making of Margin calls by KVB, each notice or other communication to be given or made by a party under this Agreement shall be in writing and shall be deemed to have been duly served if given:

- (a) by mail, three (3) Business Days after it is posted where the party's last known address is in New Zealand, and ten (10) Business Days after it is posted by airmail where the party's last known address is outside New Zealand;
- (b) by hand, at the time it is left at the party's last known place of residence or business;
- (c) by facsimile transmission, at the end of transmission to the party's last known facsimile number or such earlier time if acknowledged by the receiving party;
- (d) by email, at the time the email is sent if sent by KVB, or at the time the email is actually received, if sent by the Client; or

(e) by posting on a Trading System approved by KVB, at the time of posting.

28. MISCELLANEOUS

28.1 Client Details and Accessibility: Dealing in Contracts and trading in Securities is acutely time-sensitive and it is the Client's responsibility to ensure the Client is accessible at all times during market opening hours. The Client therefore agrees to notify KVB in writing within two (2) Business Days of any change in the personal details that the Client has previously provided to KVB. Where the Client has open positions in Contracts or Securities, they must provide KVB with telephone or email details that they can be contacted on 24 hours a day in accordance with clause 8.8 of part B of this Section 2.

28.2 Waiver: No indulgence or concession granted by KVB, and no omission or delay in exercising any of KVB's rights, powers or privileges under this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

28.3 Severability: If any provision of this Agreement shall be held to be void, invalid or unenforceable, the same shall be deemed to be deleted or modified to the extent necessary to cure such voidness, invalidity or unenforceability and all other provisions of this Agreement shall remain in full force and effect. To the extent any provision of this Agreement is incapable of subsisting in conjunction with any relevant provision of Relevant Law, any other relevant law or the Rules (such provisions being hereafter referred to as "Relevant Provisions"), the Relevant Provisions shall prevail over and modify or supersede the inconsistent provision of this Agreement and this Agreement shall, with such provisions so modified or superseded, continue in full force and effect.

28.4 Amendment for change in Rules: The terms of this Agreement will be deemed to be amended as necessary to reflect any amendments to the Rules. Where KVB considers, acting reasonably, that any such amendment will materially affect any Client, KVB will advise the Client of the relevant amendment as soon as reasonably practicable but will not be liable for any failure to notify the Client of any such amendment.

28.5 Remedies: The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law.

28.6 Force Majeure: KVB shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Client as a result of any total or partial failure, interruption or delay in the performance of KVB's duties and/or obligations under this Agreement occasioned by any act of God, fire, war, civil commotion, labour dispute, act of government, state, governmental or supranational body or authority, or any Futures Exchange or Securities Exchange and/or Clearing House, inability to communicate with market makers for whatever reason, failure of any Trading System, any other breakdown or failure of transmission in communication facilities of whatever nature, between KVB and the Client or any other Third Party, or any other reason (whether or not similar in kind to any of the above) beyond KVB's reasonable control.

28.7 Time: Time is of the essence in connection with all of the Client's obligations to make any payment or to provide any security to KVB hereunder.

29. ENTIRE AGREEMENT

29.1 To the maximum extent permitted by law, this Agreement

constitutes the entire agreement between KVB and the Client and supersedes any prior agreement relating to the subject matter of this Agreement or any prior declaration or statement either party may have made. This Agreement will become effective on the date that it is received and accepted by both parties.

30. EXCLUSIVE JURISDICTION

30.1 The parties to this Agreement agree that the courts of New Zealand are to have exclusive jurisdiction to determine any disputes which may arise out of or in connection with this Agreement.

31. GOVERNING LAW

31.1 The provisions of this Agreement shall be governed by New Zealand law

Part B: Exchange Traded Contracts/Off-Exchange Contracts

Part B of this Section of this Agreement outlines the terms and conditions upon which KVB will deal with the Client in relation to Exchange Traded Contracts and Off-Exchange Contracts, providing financial market information, the acceptance of Client Money and ancillary services.

1. AUTHORISATION TO DEAL ON OR OFF EXCHANGE

1.1 KVB has advised the Client and it has been agreed that the dealing of Contracts on the Client's account will either be through an Exchange or Off-Exchange at KVB's discretion, unless and until specific written instructions to deal in Contracts through an Exchange or Off-Exchange, as the case may be, are given by the Client and acknowledged by KVB.

2. SEGREGATED CLIENT FUNDS AND PROPERTY

2.1 All funds received from the Client in respect of Contracts shall be held in a bank account in accordance with the Regulations which broadly provide that:

- (a) the Client Money in the bank account is not available to meet the debts or liabilities of KVB;
- (b) Client Money is held on trust in a trust account (either in New Zealand or in specified overseas banks) separate to KVB's business operating accounts and Client Money and property are not able to be used to discharge KVB's liabilities (including on KVB's insolvency) other than as provided by law;
- (c) Client Money and property can only be used for the purposes set out in the Regulations, including in settlement of the Client's Contracts;
- (d) KVB reconciles its accounts regularly and is required to fund any shortfall between the amount required to settle all open Contracts and the actual amount of money in the account.

2.2 Client Money will be combined with the moneys of other clients of KVB and deposited in the segregated client bank account, meaning that:

- (a) All moneys credited to the client segregated bank account maintained by KVB may be used by KVB to meet the default of

any KVB client.

- (b) The segregation of Client Money and property does not protect that money and property from the risk of loss from trading activities.
- (c) KVB will promptly transfer the Client Money to the segregated trust bank account.

2.3 The Client agrees that, subject only to KVB exercising reasonable due diligence in accordance with industry standards, KVB shall have no responsibility or liability for any loss to the Client occasioned or caused by the acts, omission, insolvency or other default of any intermediate broker, Clearing House, Futures Exchange or bank holding Client Money and/or property in New Zealand or outside New Zealand in accordance with this Agreement.

2.4 Unless otherwise agreed in writing, the Client acknowledges that KVB is entitled to any interest on Client Money and property of the Client deposited with KVB and segregated and invested by KVB.

2.5 The Client acknowledges that any benefit or right obtained by KVB upon registration of a Contract with the Clearing House for a Futures Exchange as a result of the assumption of liability or a guarantee by that Clearing House, or any other legal result, is personal to KVB and the benefit of that benefit, right or legal result does not pass to the Client.

2.6

- (a) From time to time, KVB may become entitled to amounts held in a Client bank account as a result of Contracts between KVB and its clients ("Surplus Funds");
- (b) to the extent that Surplus Funds are not withdrawn by KVB from the Client bank account at the time they are calculated in accordance with the underlying Contract ("Valuation Point"), the unpaid balance Surplus Funds are deemed not to be immediately due and payable until the next Valuation Point, and only to the extent that the Surplus Funds form part of any amounts due to KVB under the recalculation of Surplus Funds at that Valuation Point; and
- (c) nothing in this clause 2.6 affects KVB's rights under clauses 3 and 7 to 9 of this Part B of Section 2 (including its right to demand immediate repayment as therein provided and exercise all rights of set-off, foreclosure, liquidation or other remedies to enforce or collect payment thereof).

3. RIGHT TO RETAIN THE CLIENT'S FUNDS

3.1 KVB shall be entitled at any time to retain or make deductions from and set-off amounts or credit balances which KVB owes to the Client (including, without limitation, any Margin or the proceeds of any sale or closing-out transaction) in order to meet any liabilities which the Client may have incurred to KVB or which KVB may have incurred on the Client's behalf under this Agreement including, for example:

- (a) sums to be paid in settlement of transactions (including Exchange Traded Contracts) or Margin calls;
- (b) settlement of fees or commissions charged by KVB, Third Parties or any relevant Futures Exchange and Clearing House or any other amounts or any liabilities or costs incurred when exercising rights or any other provision of this Agreement;
- (c) any interest payable to KVB under clause 13.2(g) of the General Terms and Conditions; and
- (d) payments to KVB pursuant to any indemnity.

3.2 The Client agrees that any obligation or liabilities owed to an Associated Entity and accepted by the Client or arising in relation to transactions executed by an Associated Entity under this Agreement shall be enforceable by KVB on its behalf.

4. DEALING INSTRUCTIONS AND COMMUNICATIONS – CONTRACTS

4.1 If the Client does not provide KVB with notice of its intention to exercise an option or another Contract which requires an instruction from the Client at the time stipulated by KVB, KVB may treat the option or Contract as abandoned by the Client. If a Contract can be prolonged on expiry, KVB may at its entire discretion choose to prolong or to close such Contract. Where the Client is dealing in Exchange Traded Contracts and where the relevant Futures Exchange provides for automatic exercise of in-the-money options, KVB will ensure that this feature is enabled. In this case, Clients that want to abandon such a Contract will be required to contact KVB before the automatic exercise takes effect.

5. ACCOUNTING FOR TRANSACTIONS AND CLIENT REPORTING

5.1 After reporting the execution of a transaction, KVB will send the Client a written confirmation. This will comply with the requirements of the Regulations and will normally be issued within twenty-four (24) hours of the transaction, unless otherwise agreed. This confirmation will include any information required by Relevant Law, as well as details of any profits and losses which will be credited to or debited from the Client's account and any relevant settlement and delivery details. The Client agrees that such confirmation may be handled through any Trading System approved by KVB from time to time or by email. If confirmation is by email, the Client is obliged to provide KVB with an email address for this purpose.

5.2 Unless otherwise agreed, KVB will send the Client an open position and a monthly statement of every account which the Client has with KVB. At a minimum, KVB Kunlun will provide ongoing confirmation information every six months in accordance with the Regulations.

5.3 Any confirmation or statement of account or any report issued by KVB in respect of any transaction or other matter shall be conclusive and binding on the Client, unless objection in writing is received by KVB within two Business Days of the actual or deemed delivery date. However, occasionally (whether due to human or technical errors), discrepancies may occur in KVB's confirmations/statements/reports. KVB shall advise the Client of such errors and/or discrepancies as soon as practical, and thereafter, the Client will be bound by the relevant corrected confirmation/ statement/report.

6. FINAL SETTLEMENT OF CONTRACTS

6.1 In respect of open Contracts, the Client will promptly take all actions necessary either:

- (a) to close out or otherwise liquidate such Contracts by giving proper instructions in good time to enable KVB to carry out those instructions in accordance with their terms and the requirements of the Contract and of any relevant Futures Exchange, Clearing House or Third Party; or
- (b) to enable KVB to effect due exercise, settlement and/or delivery of such Contracts as they fall due in accordance with the requirements of the Contract and of any relevant Futures Exchange, Clearing House or Third Party including but not limited to making any appropriate payment or delivering any underlying asset to KVB in good time for KVB to complete due

settlement and delivery.

6.2 If neither instruction, nor payment, nor documents are received, or any of the same are incomplete, incorrect or otherwise inadequate, KVB may, without notice, close out or otherwise liquidate the relevant Contracts or make or receive delivery in respect thereof on KVB's behalf or take such other action upon such terms and by such methods as KVB in its absolute discretion shall think appropriate.

6.3 Profits arising from the granting, closing out, liquidation, settlement or exercise of Contracts or from similar transactions will be credited to the Client's account. Any debit balance on the Client Account, or arising as a result of the liquidation of the Client Account, will be payable by the Client forthwith and on demand.

6.4 In the event that the Client is dealing a Contract that is not cash settled and calls for the physical delivery of a commodity or Security, the Client will make every endeavour to close out the Contract before the Notice Date (as stated in the relevant Off-Exchange Contract or in the specifications of the relevant Exchange Traded Contract), and where the Client fails to effect such close out by this time, all costs, expenses and liabilities will be borne by the Client.

7. SET OFF

7.1 KVB may (without notice or demand):

- (a) combine or consolidate any or all of the accounts (of whatever nature, maturity or wherever located) which the Client holds with KVB or any of KVB's Associated Entity(ies); and
- (b) set-off or apply towards satisfaction of the Client's obligation under this Agreement:
 - (i) any sum standing to the credit of any one or more of those accounts; or
 - (ii) any proceeds of the sale of any Collateral; or
 - (iii) any amount otherwise owing to the Client.

8. MARGIN REQUIREMENTS

8.1 Before accepting instructions from the Client, KVB will require the Client to place sufficient Collateral (of such amount and in such form as KVB deems appropriate in its sole and unfettered discretion) with KVB in respect of the positions to be opened on the Client Account.

8.2 KVB may, in its sole and unfettered discretion, refuse any instruction from the Client until it is satisfied, in its sole and unfettered discretion, that sufficient Margin is or will be in place at the relevant time.

8.3 The Client's liability in respect of Margin calls is not limited to the amount of any Collateral, if any, deposited with KVB.

8.4 Subject to clause 9.1, a Client's liability to pay an Initial Margin accrues at the time an Order is executed regardless of when a call is made. KVB reserves the right to determine the amount of Initial Margin that it deems is necessary to protect itself from the personal obligation incurred by dealing in Contracts on behalf of the Client. The minimum will not be less than that required by the relevant Futures Exchange, Clearing House or regulatory requirements. KVB, in its sole and unfettered discretion, has the right to raise or lower the Initial Margin requirements, which, once established, may apply to existing positions as well as new positions in the Contract affected by such change.

8.5 If, in respect of any Contracts bought or sold, the market price

should change from the time of the initial acquisition or disposal, or from the previous day's closing price in respect of open positions held before that time, then KVB will call upon the Client to pay additional cash as Variation Margin. Liability to pay a Variation Margin accrues at the time the Variation Margin comes into existence. The liability to pay a Variation Margin accrues whether or not a call is made and irrespective of the time the call is made. The amount of Variation Margin required shall be determined by KVB, taking into account such factors as it deems appropriate in its sole and unfettered discretion, including the relevant Futures Exchange or regulatory requirements and market conditions. The Variation Margin per Contract will not exceed the full underlying value of any open Contracts on the Client Account.

8.6 The time by which the Client must pay Variation Margin or any amount called or provide security is of the essence. Variation Margin must be paid in cash and other security must be provided as soon as possible and not later than twenty-four (24) hours of the call for a Margin or the request for the lodgement of cover; or, where the Client is outside New Zealand, not later than forty-eight (48) hours after such call or request.

8.7 Notwithstanding the Client's payment of an Initial or Variation Margin call within the relevant period of time prescribed by clause 9.6, KVB reserves the right to close one or more Contracts and/or liquidate, sell or otherwise deal with the Client's Collateral or other cover of the Client, in part or in whole, at KVB's sole discretion. KVB assumes no responsibility and liability towards the Client in this regard.

8.8 Whilst holding an open position in a Contract, the Client must provide KVB with telephone contacts through which the Client may be called or contacted 24 hours a day in case KVB needs to contact the Client to make a call for the lodgement of additional Margin.

8.9 The Client is responsible for maintaining appropriate arrangements with KVB at all times for the communication of Margin calls. If KVB is unable to contact the Client or the Client fails to meet any Margin call within the prescribed time period, KVB reserves the right to close out any open positions or realise any Collateral or other property held on the Client's behalf.

8.10 KVB shall not set-off the position of a Client in an Exchange Traded Contract with an opposing position of the Client in an Off-Exchange Contract (and vice versa) as each is subject to a different regulatory regime.

8.11 The Client agrees to maintain sufficient Margin to cover both open positions in Exchange Traded Contracts and Off-Exchange Traded Contracts, that is, to cover a short position in Exchange Traded Contracts and a long position in Off-Exchange Contracts (and vice versa). Shortfalls in either or both positions will be met by a Margin call.

8.12 Due to its leveraged nature, the potential losses on an open position may be substantial. Clients are required to monitor their margin level in order not to be "stopped out" when the margin falls below the stop out level (i.e. 20% or 50% depending on the agreement between KVB and the client). For example, if a client enters into an open position with a value equivalent to US\$100,000; he/she/they deposits US\$10,000 into their Trading Account as collateral (assuming the leverage is 10 times). If the client has a stop out level of 20%, their position will be closed by KVB when the equity falls below US\$2,000 (20% of US\$10,000).

Therefore, Clients are advised to keep sufficient collateral in their Trading Accounts to cover their holdings. Otherwise, the positions in the Trading Account will be closed-out by KVB when the margin level falls below the threshold percentage. However, given market volatility, KVB does not guarantee that the position will be / can be

closed out at the 20% level which may result in further margin loss being made for which the Client will still be liable to pay to KVB.

8.13 For the avoidance of any doubt, and without limiting clauses 9.3 to 9.6, the Client is responsible to pay in cash any deficit owing to KVB after closure of any open Contracts and if the Client defaults in payment of such deficit, KVB may realise any Collateral held by KVB and apply the proceeds against that deficiency. To the extent that the Collateral is insufficient to meet the full amount of such deficit, the Client will be obliged to pay cash to KVB to meet the shortfall.

9. CLIENT'S DEFAULT

9.1 The Client agrees that each of the following events will constitute an "Event of Default":

- (a) the Client fails to comply fully and immediately with any obligation under this Agreement (including any transaction governed by this Agreement) and including but not limited to the obligation arising pursuant to the settlement of any Contract and any failure to pay or provide security for amounts payable to KVB; or
- (b) at any time, due to market fluctuations or for any other reason, KVB shall in its absolute discretion consider that KVB holds insufficient Margin or determine that any Margin held by KVB to protect one or more of the Client's Account(s) is inadequate regardless of current market quotations; or
- (c) KVB, acting in its absolute discretion, determines that there is or has been an adverse change in the creditworthiness of any party providing a guarantee and/or indemnity in respect of the Client's obligations under this Agreement; or
- (d) the Client takes any action or procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to the Client or to the Client's debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Client, if insolvent), or seeking the appointment of a Trustee, receiver, liquidator, conservator, administrator, custodian, examiner or other similar official (each a "Custodian") of the Client or any part of the Client's assets; or take any corporate action to authorise any of the foregoing; and, in the case of a reorganisation, arrangement or composition, KVB does not consent to the proposals; or
- (e) the Client dies, becomes of unsound mind, is unable to pay debts as they fall due or is bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to the Client; or any of the Client's indebtedness is not paid on the due date and therefore becomes, or becomes capable at any time of being declared, bankrupt or insolvent, or is unable to pay debts due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or proceedings are commenced for any execution, any attachment or garnishment, or any distress against, or an encumbrancer takes possession of, the whole or any part of the Client's property, undertaking or assets (tangible and intangible);
- (f) any representation or warranty made by the Client was, is, or has become or subsequently would if repeated at any time be incorrect or misleading in any material way with the result that loss or damage is, or is likely to be, suffered by KVB; or
- (g) in the absence of the Client making alternative arrangements, the Client is not contactable by KVB within twenty-four (24) hours in order for KVB to obtain instructions.

If an Event of Default occurs, KVB may, without prejudice to any other rights it may have hereunder or otherwise, have the right and power (but not the obligation) to automatically terminate the Agreement such that the date of the occurrence of any Event of Default shall automatically constitute a Liquidation Date for the termination and liquidation of all transactions contemplated under this Agreement without the need for any notice by KVB.

9.2 Upon the occurrence of a Liquidation Date:

- (a) neither party shall be obliged to make any further payments or deliveries under any transactions governed by this Agreement which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (being the amount determined under clause 9.2(b));
- (b) KVB shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting, if appropriate), in respect of each transaction KVB's total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related position), as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such transaction (assuming satisfaction of each applicable condition precedent and having due regard to, if appropriate, such market quotations published on, or official settlement prices set by, a relevant Futures Exchange or Clearing House as may be available on, or immediately preceding, the date of calculation); and KVB shall treat each cost or loss, determined as above, as a positive amount and each gain by KVB, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the Liquidation Amount).

9.3 If the Liquidation Amount is a positive amount, the Client shall pay it to KVB and if it is a negative amount, KVB shall pay it to the Client. KVB shall notify the Client of the Liquidation Amount, and by which party it is payable, after the calculation of such amount.

9.4 The amount payable by one party to the other party pursuant to the provisions of clause 9.3, or any applicable laws or regulations, shall be paid in the Base Currency (converted as required by applicable law into any other currency, any costs of such conversion to be borne by the Client, and (if applicable) deducted from any payment to the Client) by the close of business on the Business Day following the completion of the termination and liquidation under this clause 9, or any laws or regulations having a similar effect.

9.5 For the purposes of any calculation hereunder, KVB may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation, as KVB shall reasonably select.

9.6 KVB's rights under this clause 9 are in addition to, and not in limitation or exclusion of, any other rights which it may have under this Agreement or otherwise whether by agreement or operation of law. In particular and without prejudice to the provisions of this Agreement, KVB is authorised and entitled, without notification to the Client and according to KVB's judgment and in its absolute discretion to take such action as deemed necessary, expedient or desirable, to protect KVB's own position, including without limitation, one or more of the following actions (whether in whole or in part) (and is irrevocably authorised by the Client to do the same):

- (a) enter into one or more transactions to effect the close out of one or more open positions in accordance with the Rules of any relevant Futures Exchange or the terms and conditions of the Off-Exchange Contracts;
- (b) perform, cancel or, if applicable, abandon any of the Client's open Contracts (including exercising any options in accordance with the Rules of the relevant Futures Exchange if they are Exchange Traded Contracts or the terms and conditions if they are Off-Exchange Contracts);
- (c) borrow, buy, sell, mortgage, charge or otherwise dispose of any or all Collateral which the Client may have requested KVB to enter into or hold with or for the Client, or other property of any type held or carried by KVB for the Client (whether entered into or held as security for the Client's obligations to KVB hereunder or otherwise) or purchase or borrow any or all Collateral;
- (d) satisfy any obligation that the Client may have to KVB, either directly or by way of guarantee or suretyship, out of any of the Client's Collateral in KVB's custody or control;
- (e) cancel any or all outstanding Orders or Contracts or any other commitments made with or for the Client;
- (f) exercise any other rights conferred by the Rules of the relevant Futures Exchange or the terms and conditions of the Off-Exchange Contract (whichever is applicable) or by this Agreement and perform any other obligations arising under the Rules of the relevant Futures Exchange or the terms and conditions of the Off-Exchange Contract (whichever is applicable) or under this Agreement; and
- (g) take any other steps (whether or not similar to the above) KVB may consider to be necessary to meet any obligations which the Client has to comply with under this Agreement or otherwise to protect KVB's position.

9.7 If and when KVB takes any or all of the action described in clause 9.6 above, the Client must account to KVB as if those actions were taken on the instruction of the Client and, without limitation, is liable for any deficiency and is entitled to any surplus which may result.

9.8 Any of the actions described in clause 9.6 above may be taken:

- (a) without any demand for a Margin, Variation Margin or any other Margin, Approved Securities, Collateral or other cover;
- (b) even if the Margin, Variation Margin or any other Margin, Approved Securities, Collateral or other cover has been paid up or lodged within the relevant period of time prescribed in clause 9.6; and
- (c) regardless of whether the relevant transactions which KVB may have executed or arranged with or for the Client, are solely the Client's or held jointly with others.

9.9 In liquidating any long or short positions, KVB may, with the Client's consent to each transaction, sell or purchase in the same contract month or initiate new long or short positions in order to establish a spread or straddle which in its judgment is necessary or advisable to protect existing positions on the Client's account.

9.10 KVB may:

- (a) act on its own behalf as vendor or purchaser in any such transaction without incurring any liability of any kind to the Client and may buy or sell any property dealt with in accordance with the

foregoing provisions free of any equity or right of redemption of the Client. A prior demand or call, or prior notice of the time or place of sale or purchase or other action shall not be considered a waiver of KVB's right to sell or buy or take other action without demand or notice as herein provided. The Client shall at all times be liable for payment of any debit balance owing in the Client Account(s) and in the event that the proceeds of any action taken by KVB under this clause or this Agreement are insufficient for the payment of all of the Client's liabilities due to KVB, the Client shall promptly pay, upon demand, the deficit, together with interest thereon at the Default Rate and all costs of collection or enforcement or other action taken by KVB hereunder (including reasonable legal fees of a solicitor) and all other amounts due hereunder; and

- (b) take such other action as a prudent licensed derivatives issuer would take in the circumstances to protect the personal obligation incurred when facilitating acquisitions or disposals on the behalf of the Client.

Part C: Client Broking Services

INTRODUCTION

Part C of this Section of this Agreement outlines the terms and conditions upon which KVB will engage with the Client in relation to trading in Securities (other than Contracts; and securities offered by KVB Kuntun Securities Hong Kong Limited (KVB HK)), providing financial market information, the acceptance of Client Money and ancillary services.

1. SERVICE STANDARD

1.1 KVB undertakes to observe proper ethical standards and act with honesty, integrity, fairness, due skill and care, diligence and efficiency.

1.2 Instructions and Orders from Clients to trade Securities shall be attended to by KVB in the order in which they are received and (where relevant) entered into the Trading System.

1.3 If Orders are transferred into a pooled account prior to the allocation of Securities, then Securities will be allocated on the average price of the applicable Orders. If requested by the Client, KVB will give the Client a written statement of all the individual prices/yields associated with the Client's Order which have been averaged under this Allocation Policy.

2. BROKING SERVICES

2.1 Once a party has been accepted by KVB as a Client, KVB will open a Client Account. It is a term of this Agreement that the Client or their guarantor, as specified in the Client Information Statement, agrees to be personally liable for any actions undertaken by the Client or under the Client's direction in respect of trading through the Client Account and to guarantee payment of any moneys owing under the Client Account either to KVB, NZX or any Recognised Securities Exchange.

2.2 KVB will comply with its obligations in respect of Client Money as set out in the Financial Advisers Act 2008 and the Financial Advisers (Custodians of FMCA Financial Products) Regulations 2014.

3. WHEN KVB BUYS SECURITIES ON THE CLIENT'S BEHALF

3.1 When KVB buys Securities pursuant to the Client's instruction or Order, KVB will send the Client a Contract Note no later than the Business Day following the purchase of those Securities. The Client agrees to pay KVB all brokerage commission and fees charged by KVB and all applicable fees, taxes and duties, and the purchase price of Securities that KVB buys in fulfilling the Client's Order in cleared and immediately available funds immediately upon the Client receiving KVB's Contract Note and within 3 Business Days of the date of the Contract Note. Until KVB receives the Client's payment, KVB will hold those Securities for the Client as soon as they are transferred from the seller, but subject to all KVB's rights at law, under any applicable rules of NZX, and under this or any Agreement with the Client.

3.2 In the case of Electronic Registered Holdings, the Client agrees to provide KVB with its CSN at the time of the Order. If KVB does not receive the Client's CSN at the time of the Order and the Client's payment within 3 Business Days of the date of the Contract Note, the Client agrees that KVB may (at KVB's option) either offset the amount owing against the credit balance on the Client's account (if any), or sell the Securities and offset the sale proceeds against the amount owing. The Client agrees to pay KVB any brokerage fees on selling the Securities and (provided KVB has acted with reasonable care and skill in selling the Securities) to indemnify KVB for any losses which may occur as a result of selling the Securities where the sale proceeds are less than the original purchase price for the Securities.

3.3 If the Client is trading Securities on any Recognised Securities Exchange (in New Zealand or overseas) which has different requirements from the procedures described in clauses 3.1 and 3.2, the Client agrees to comply with those requirements when KVB notifies them to the Client, and (provided KVB has acted with reasonable care and skill) to indemnify KVB for any losses which KVB may occur if the Client fails to comply with them.

3.4 Where the Client asks KVB to purchase on the Client's behalf any Securities which are quoted in foreign currency, and the Client asks KVB to bill the Client in New Zealand dollars, the Client's request is irrevocable. The exchange rate will be as set by KVB in its sole and unfettered discretion in good faith and KVB will advise the Client, on the Contract Note or invoice, of the New Zealand dollar amount, which must be paid within 3 Business Days from the date of the Contract Note.

3.5 Securities that KVB acquires to the Client's Order may either be registered into the Client's name or the name of a person nominated by the Client, or held on the Client's behalf by KVB's custodian, by a custodian appointed by a Third Party on behalf of KVB or by an overseas custodian that KVB selects as bare Trustee for the Client. KVB undertakes that any custodian used will not trade and each custodian's only activity will be to hold investments on behalf of clients. Where Securities are registered in the name of a custodian, a summary of Interest Withholding Tax, Dividends and Imputation Credits for the year ending 31 March will be forwarded to the Client as soon as practicable.

3.6 Where the Client fails to meet a Delivery Obligation, KVB shall have the right to pass on, and the Client shall have the obligation to meet, any change or levy incurred by KVB as a result of the Client's failure to make delivery within the time needed to enable KVB to meet the time limits imposed by the Rules. Where the Client has failed to settle with KVB, the parties shall have the rights and obligations imposed by the Rules regarding cancelling the contract and mitigating any loss relating to that failure to settle. Any payment made to KVB will be used to offset KVB's brokerage and fees and then to any charges incurred in settling the contract, including debt recovery and finally to the settlement of the Securities. Any profit made by KVB exercising such rights may be retained by KVB for its own benefit and any loss

incurred will be to the Client's account.

4. WHEN KVB SELLS SECURITIES ON THE CLIENT'S BEHALF

4.1 When KVB sells Securities to the Client's Order, KVB will send the Client a Contract Note (and a Securities transfer form if applicable) no later than the Business Day following the sale of those Securities. Where the Client has sold Securities which are quoted in foreign currency and asked KVB to pay them in New Zealand dollars, the amount which the Client will receive will be shown on the Contract Note. The exchange rate will be as set by KVB in its sole and unfettered discretion in good faith.

4.2 KVB will hold the Securities for the Client until payment is received from the buyer. Once received, KVB will endeavour to pay the Client the sale price of the Securities as soon as possible (after deducting brokerage fees). Should KVB hold the proceeds of sale for the Client, the moneys will be subject to all KVB's rights at law, under any rules of NZX, and under this or any Agreement with the Client.

4.3 In the case of Electronic Registered Holdings, the Client agrees to provide KVB with the Client's CSN and FASTER Identification Number at the time the instruction or Order is given (for information on FASTER Identification Numbers see clause 5 below).

4.4 If applicable, the Client agrees to send the relevant documents of title and the signed Securities transfer forms to KVB so that KVB will receive them within 3 Business Days of the date of the Contract Note.

4.5 For Securities traded on NZX, if KVB does not receive the Client's CSN and FIN at the time of the Client's instruction or Order and completed documentation within 3 Business Days of the date of the Contract Note, NZX may buy in the Securities and impose penalties upon the Client. Alternatively, KVB may repurchase the Securities. The Client agrees to meet any costs or fees imposed by any Recognised Securities Exchange and to indemnify KVB against any costs (including brokerage fees) and losses KVB may suffer as a result of the Client's failure to comply with any requirements of this Agreement.

4.6 If the Client instructs KVB to sell or otherwise dispose of Securities, the Client agrees to pay to KVB on demand all brokerage commission and fees charged by KVB and all applicable fees, taxes and duties.

4.7 The Client acknowledges that the sale proceeds will be made payable to the registered Securities holder, in the event that the Client's name differs from that of the registered Securities holder.

4.8 For Securities listed on overseas exchanges, KVB will require the relevant documents of title to the Securities where they exist and transfers (where necessary) before the sale Order is processed.

5. FASTER IDENTIFICATION NUMBER (FIN)

5.1 Where the Client provides KVB with its FIN, KVB or a Third Party duly appointed by KVB will encrypt it as soon as reasonably practicable.

5.2 Unless KVB is prevented from doing so by any lawful requirement, KVB will delete any unencrypted FIN from any document on which it is recorded, such that the FIN is not legible.

5.3 Unless the Client instructs otherwise, the Client authorises KVB to hold the encrypted FIN and authorises KVB to pass the encrypted FIN on to any Third Party (including, for the avoidance of doubt, the Third Party's Clearing Participant) as required to effect an Order. Any

Third Party or that Third Party's Clearing Participant may retain the Client's FIN on the condition that the FIN is encrypted. The Client's FIN will at all times be protected by the Third Party or that Third Party's Clearing Participant (as applicable) from unauthorized use and/or access.

5.4 Where the Client instructs that KVB is not authorised to hold or continue to hold the encrypted FIN, KVB will delete it as soon as reasonably practicable.

5.5 KVB will hold the encrypted FIN on KVB's computer system. KVB may use the FIN to:

(a) transfer any of the Client's Securities, when applicable, and in accordance with this Agreement; and

(b) verify that the Client's FIN is correctly matched to the Client's CSN.

5.6 The Client acknowledges that, in the event that a person obtains the FIN that the Client provides to KVB prior to encryption or decodes the encrypted FIN that KVB holds, there is the risk that the person may:

(a) use the Client's FIN to fraudulently transfer any of the Client's Securities to another person; or

(b) disclose the FIN to another person who then does the above.

5.7 The Client acknowledges that, if KVB holds the Client's encrypted FIN and the Client's CSN, KVB will have unlimited access to, and ability to transfer, Securities held by the Client to other persons.

5.8 KVB undertakes that it will at all times protect the Client's FIN from unauthorised use and / or unauthorised access.

6. SHORT SELLING – MARGIN COVER

6.1 Before KVB transacts a Short Sale for a Client, KVB must first obtain from the Client Margin Cover of such amount as is agreed but, failing agreement, of no less than 15% of the contract price of the Short Sale (Margin Cover).

6.2 Any Margin Cover must be provided in Collateral satisfactory to KVB in its sole and unfettered discretion as valued in clause 6.5 below or any other valuation methodology approved by NZX.

6.3 If there is a rise in the market price of a Security which has been Short Sold and the Short Sale position is still open, the Client may be required to provide additional Margin Cover equal to a minimum of 10% of the amount of the increase in market price for that Security, provided that KVB shall not be obliged to see such additional margin cover until the rise exceeds 10% of the contract price of the Securities Short Sold.

6.4 In addition to clause 6.3 above, additional Margin Cover is required from the Client in respect of any Short Sale Orders in the following circumstances:

(a) If the Securities proposed or provided as Margin Cover are suspended, delisted, placed in receivership or liquidation or the Issuer of those Securities has its operations in any way restricted, either by NZX or the Issuer of that Security or by any legal process (suspended), to the extent that the original Margin Cover has been reduced by the deduction of the suspended Securities; or

(b) If there is a fall in the market price of any Securities provided as

Margin Cover, to the extent required to make up the shortfall.

6.5 Securities provided as Margin Cover shall be deemed to have a value at the Current Market Price less the risk based reductions as set out in Rule 19 of the NZX Participant Rules applying to the Current Assets of a Market Participant Requiring Liquid Capital for capital adequacy purposes.

6.6 If the Client fails to provide any Margin Cover requested at any time by KVB, by the beginning of the next Normal Trading Session after the demand is made, KVB may proceed to close out the Short Sale at the Client's risk and expense. If a profit results, KVB shall account to the Client accordingly.

7. DISCLOSURE OF INTERESTS

7.1 KVB Securities and certain persons associated with it are defined by the Participant Rules to be Prescribed Persons. The Participant Rules require KVB Securities to have procedures in place to identify and manage any conflicts of interest which may arise between KVB Securities, its Employees, Prescribed Persons, and/or any client of KVB Securities. Those procedures must be established to ensure that such conflicts of interest, where legally able to be made, are disclosed to any person to whom KVB Securities provides investment advice and/or Securities recommendations in a way that ensures the person is treated fairly. In accordance with those procedures, KVB Securities is required to disclose to the Client that, from time to time, Prescribed Persons may have a threshold interest in Securities which KVB Securities recommends to the Client or which the Client may have an interest or may buy or sell.

7.2 A threshold interest is a relevant interest as defined in section 6 of the Financial Markets Conduct Act 2013 (NZ) which has a value in excess of the lesser of NZD\$50,000 or 1% (such value to be determined at the time the Securities were acquired) of the Securities on issue and listed on a market provided by NZX or a Recognised Securities Exchange in any Issuer, Security or other matters which are the subject of a possible transaction for acquisition and disposal of Securities.

7.3 The Client should be aware that Prescribed Persons may have a threshold interest in a Security for which the Client may have an interest in.

7.4 KVB may be acting as principal in Securities for which the Client may or may not have an interest in.

7.5 KVB may be acting as Agent for the buyer and seller in a transaction and may be earning income from both parties to that transaction.

8. TRUSTEE LIMITATION OF LIABILITY

8.1 If the Client is an independent Trustee, KVB agrees that in exercising its powers under this Agreement the Client will have no personal liability under this Agreement and KVB will not have any recourse to assets that are not Trust assets. However, this limitation on KVB's rights will not apply if:

- (a) the Client is in wilful or negligent breach of the Trust or has acted negligently or dishonestly;
- (b) the Client lacks the power or authority to sign this Agreement in its capacity as Trustee;
- (c) any representations or acknowledgments the Client has made are untrue or incorrect; or
- (d) the Client has signed this Agreement in its personal capacity as

well as its Trustee capacity;

and in such case the Client will have full personal liability under this Agreement and KVB may have recourse to the Client's personal assets as well as to the Trust assets.

8.2 A Client is an "independent Trustee" for the purposes of clause 8.1 above if the Client has signed this Agreement as Trustee and neither the Client, nor any spouse (de facto or otherwise), civil union partner, child or grandchild:

- (a) is a beneficiary (discretionary or otherwise); or
- (b) has a power of appointment of additional beneficiaries, under the Trust.

9. DEATH OF CLIENT

9.1 In the event of the Client's death, KVB may act on the instructions of any person claiming to intend to apply, or to have applied, for Probate or Letters of Administration in relation to money or Securities held on the Client's behalf. This clause 9 is binding on the Client's personal representatives and successors in title. The Client (through its estate) agrees to hold KVB harmless for acting on any such instruction.

9.2 In the event of the Client's death or that of a joint holder, KVB will act in accordance with any agreement between the joint holders that is communicated to KVB and either:

- (a) transfer all joint security holdings into the name of the surviving joint holder, in which case this Agreement will remain valid for the surviving security holder; or
- (b) transfer the security holding of the deceased person to that person's estate.

10. TRADING, DELIVERY AND SETTLEMENT

10.1 KVB Kunlun acts as an Introducing Broker for KVB Kunlun Securities Hong Kong Limited (KVB HK), an HKEx Trading and Clearing Firm which holds a Type 1 licence issued by the Securities and Futures Commission of Hong Kong. As such the Client is required to separately sign a KVB Kunlun Securities Hong Kong Limited (KVB HK) Client Services Agreement to trade securities offered by KVB HK. In the KVB HK agreement KVB HK agrees to provide to the Client certain trading, execution and clearing services and will carry out all settlement and delivery obligations for all trades effected by KVB HK for the Client. You should note the following in relation to KVB HK:

- (a) KVB HK's contact details are as follows:

KVB Kunlun Hong Kong Limited
Suites 7501 & 7508
75/F International Commerce Centre
1 Austin Road West, Kowloon
Hong Kong

10.2 KVB Securities is party to an agreement with First NZ Capital Securities Limited ("First NZ Capital"). Under this agreement First NZ Capital agrees to provide, as a Trading Participant, Clearing Participant and Depository Participant, general share broking and ancillary services in relation to the buying and selling of Securities. You should note the following in relation to First NZ Capital:

- (a) First NZ Capital's contact details are as follows:

Level 14, 171 Featherston Street
Wellington 6011
Telephone: 0064 4 474 4000

Settlement System and Clearing House

First NZ Capital will clear and settle your Trades on the Clearing House operated by New Zealand Clearing Limited (CHO) in accordance with the C&S Rules and the Depository Rules. Under the Settlement System CHO is positioned between the purchasing and selling Clearing Participants to a Transaction as the central counterparty to a Transaction and will undertake settlement of that transaction with the purchasing and selling Clearing Participants.

In order to facilitate the Settlement System and CHO's role as central counterparty, under the C&S Rules, the Clearing and Settlement Terms of each Trade executed for the Client will be novated in accordance with the C&S Rules with the effect that First NZ Capital, as the Relevant Clearing Participant, will become principal in the Resulting Settlement Transaction and take on all of the Clearing and Settlement Terms for that Relevant Settlement Transaction. You agree to this novation pursuant to, and on the terms and conditions provided for under the C&S Rules to the full extent required by law.

You acknowledge and agree that:

- (a) any benefit or right obtained by First NZ Capital or any other legal result, upon novation of Transactions in accordance with the C&S Rules, is personal to First NZ Capital and the benefit of that benefit, right or legal results does not pass to you. You have no rights, whether by way of subrogation, or otherwise, against CHO in relation to any Transaction novated in accordance with the C&S Rules;
- (b) your rights and obligations in relation to the clearing and settlement of a Relevant Settlement Transaction will be limited to any rights against, and any obligations to, KVB Securities or First NZ Capital and you will not have any rights against, or obligations to CHO in relation to the clearing and settlement of the Relevant Settlement Transaction;
- (c) the liability of CHO, CDO, the Depository Nominee, New Zealand Clearing and Depository Corporation Limited, and NZX to any Person (including you) is limited or excluded by, and subject to, the provisions of section 8 of the C&S Rules and section 9 of the Depository Rules;
- (d) KVB Securities is acting as an intermediary on behalf of you the underlying client(s) and KVB Securities in this client agreement entered into between KVB Securities and you (our clients) and KVB Securities declares that it includes such disclosures, statements and other provisions as are required by the rules of the NZX Market to be included in the client agreement in relation to clearing and settlement of Transactions for the client, including a statement that you the client acknowledges and agrees that the liability of CHO to any person (including you the client) is limited or excluded by, and subject to, the provisions of the C&S Rules and a statement that the client acknowledges and agrees that every Transaction subject to clearing on the Clearing House will be novated in accordance with the C&S Rules;
- (e) you shall provide KVB Securities and First NZ Capital with such information as CHO may request in writing to KVB Securities and First NZ Capital;
- (f) you grant to KVB Securities and First NZ Capital at all times full and exclusive rights, power, and authority to bind you under the C&S Rules and to authorise the application of your Client Assets in accordance with NZX Participant Rule 18.10; and
- (g) you may not assert against CDO or the Depository Nominee or

any person acting on behalf of CDO or the Depository Nominee (or both of them) any proprietary, equitable, contingent, future, or partial interest in any funds or Securities held in a Settlement Account or a Depository Account.

10.3 KVB Kunlun is party to an agreement with Interactive Brokers LLC (IB). Under this agreement IB agrees to provide certain trading, execution and clearing services to KVB Kunlun and will carry out all settlement and delivery obligations for various trades affected by IB through various Exchanges for KVB Kunlun. You should note the following in relation to IB:

(a) IB's contact details are as follows:
Interactive Brokers LLC.
209 South LaSalle Street
Chicago, IL 60604, USA

10.4 KVB may enter into other agreements with Participants of Securities Exchanges from time to time. An updated list is available from KVB.

10.5 You acknowledge that you consent to Contract Notes for Trades executed by you being dispatched to you electronically provided that:

- (a) The disclosure requirements in the relevant Rules are legibly contained on the Contract Note; and
- (b) It is sent to you in PDF format or in a form similar to PDFs which cannot be amended by the recipient or any other person.

Appendix I

CLIENT ACKNOWLEDGEMENT & RISK DISCLOSURE STATEMENT

The Client acknowledges that:

1. The Client has appointed KVB as the Client's agent for the purpose of dealing in Futures Contracts and derivatives (as defined in the Financial Markets Conduct Act 2013) in accordance with the terms of this Client Acknowledgement and Risk Disclosure Statement and the terms of the Client Services Agreement.
2. KVB is regulated in the conduct of its Contracts dealings in New Zealand by the Financial Markets Authority.

RISK DISCLOSURE STATEMENT

All investment involves risk, which in a financial context can be defined as the uncertainty of return and the possibility of sustaining a loss or reduction in value. The risk of loss in dealing in Futures Contracts or Securities can be substantial. The Client should therefore carefully consider whether that kind of dealing is appropriate for them in the light of their financial circumstances. In deciding whether or not they will become involved in that kind of dealing, the Client should be aware of the following matters:

- (a) the price, value and income derived from investments can vary. Values can go up or down, depending upon price fluctuations and multifarious market influencers. Therefore it is possible that an investor may receive back less than their initial investment;
- (b) liquidity of securities may also fluctuate, resulting in situation where an investor may not be able to buy or sell the security when the investor wants to or for their preferred price if the turnover volume were to drop. Under certain conditions, it could become difficult or

impossible for the Client to liquidate a position (this can, for example, happen when there is a significant change in prices over a short period);

- (c) if an investment in a financial instrument is carried out in a foreign currency, the return or performance of this transaction depends heavily on the development of the exchange rate of the foreign currency in relation to the base currency of the investor. Sinking exchange rates lead to a diminishment in the value of the foreign currency investment. Investors only investing in their own country's currency can exclude this risk;
- (d) the provision of information (for example the cost or terms and conditions of a financial product) or making a recommendation or giving an opinion relating to a class of financial products, or explaining the procedure for acquiring or disposing of a financial product – none of these examples constitute the giving of financial advice. Financial advice which does not take into consideration an individual investor's particular financial situation or goals does not constitute a personalised service in terms of section 15 of the Financial Advisers Act 2008. Clients should refer to their preferred qualified financial advisor before making any investment decisions and should make themselves aware of the risks which the type of investments under their consideration carry;
- (e) the Client could sustain a total loss of the initial margin funds that they deposit with KVB to establish or maintain a position in a Futures and Options Exchange or Off-Exchange;
- (f) if the market price moves against the Client's position, the Client may be required, at short notice, to deposit additional margin funds with KVB in order to maintain the position. Those additional funds may be substantial. If the Client fails to provide those additional funds within the required time, their position may be liquidated at a loss and in that event the Client will be liable for any shortfall in the Client Account resulting from that failure;
- (g) under certain conditions, it could become difficult or impossible for the Client to liquidate a position (this can, for example, happen when there is a significant change in prices over a short period);

- (h) the placing of contingent orders (such as a "stop-loss" order) may not always limit losses to the amounts that the Client may want. Conditions may make it impossible to execute such orders;
- (i) a "spread" position is not necessarily less risky than simply "long" or "short" position;
- (j) the high degree of leverage that is obtainable in dealing in Futures Contracts, because of small margin requirements, can work against the Client as well as for them. The use of leverage can lead to large losses as well as large gains;
- (k) if the Client proposes to acquire or dispose of options, the maximum loss in buying an option is the amount of the premium, but the risks in selling an option are the same as in other Futures Contracts; and
- (l) it should be noted that KVB may in certain cases act as the Counter-party to an Off-Exchange Contract with the Client. In many cases, it may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, Off-Exchange Contracts may involve increased risks as compared to Exchange Traded Contracts. Off-Exchange Contracts may be less regulated or subject to a separate regulatory regime. However, as stated in clause 2.1 of Part B of Section 2 of this Agreement, all funds received from a Client shall be held in a bank account in accordance with the Regulations. Before the Client undertakes Off-Exchange Contracts, the Client should familiarize themselves with any applicable rules and attendant risks.

This statement does not disclose all of the risks and other significant aspects involved in dealing Futures Contracts on a Futures and Options Exchange or Off-Exchange, or trading in Securities. The Client should therefore study dealing in Futures Contracts and trading in Securities carefully, and take advice relevant to their trading experience and ambition, before becoming involved in it.



KVB Kunlun
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