

MANAGED ACCOUNT AGREEMENT 管理帳戶協議書

I hereby constitute and appoint Astrum Capital Management Limited as my agent and attorney-in-fact to buy, sell (including short sales) and to trade in any and all kinds of securities including, but not limited to, shares, stocks warrants, options, bonds, debentures, notes, bills of exchange, certificates and commercial paper of any description whatsoever and wheresoever issued, dealt in or located, or otherwise, in accordance with the practices and procedures of Astrum Capital Management Limited for my account and risk and in my name, it being understood that any such transaction may be effected with Astrum Capital Management Limited as an agent. I hereby agree to pay Astrum Capital Management Limited a management fee of 1.5% p.a. of equity (market value+cash), such fees shall accrue daily and charge to my account monthly at the end of each month and a 20% Performance Fees in according to the appreciation of the equity in my account, charge monthly at the end of each month. The Performance Fees shall be calculated as per the attached appendix 1. I hereby also agree the redemption of my managed account could be effected by either the fund manager or his successors or myself by giving 14 days notice in writing. Under such circumstances, the management fee will be charged on a pro-rata basis without any other penalty, minimum period and back-end load.

本人在此構成，並任命阿仕特朗資本管理有限公司為我的代理人 and 法定委託人進行購買，出售（包括賣空）及買賣任何及各類證券，包括但不限於任何種類及任何地點的發行，或位於處理之股票，股票認股權證，期權，債券，公司債券，票據，匯票，證書及商業票據，或其他，全按照以本人的名字在阿仕特朗資本管理有限公司開設的帳戶和風險慣例和程序處理，此一切經由阿仕特朗資本管理有限公司進行之交易，均以代理人身份行事。本人在此同意向阿仕特朗資本管理有限公司支付管理費，計為資產值(市值+現金)之 1.5% 年利率。該費用應每日累計並在月結日於本人帳戶內扣除及 20% 表現費以根據帳戶資產值增長部份計算亦同時在月結日扣除。表現費計算方式將依據附表一進行。本人在此亦同意本人帳戶可憑本人、基金經理或其繼承人的 14 天書面通知即可贖回，在此情況下，管理費將按比例扣除而無繳付其他罰款、最底期限及終止帳戶費用。

In all such transactions, Astrum Capital Management Limited is authorized to act for me and on my behalf in the same manner and with the same force and effect as I might or could do with respect to such transactions, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such transactions made for my account.

在所有這些交易中，阿仕特朗資本管理有限公司被授權代表本人及以本人的名義在本人的帳戶以本人同樣可以做這種交易方面的方式，以同樣的效力及效果，以及與所有其他方面的事情需要或附帶促進或進行有關交易。

This authorization and indemnity is in addition to (any in no way limits or restricts) any rights which Astrum Capital Management Limited may have under any other agreement or agreement between me and Astrum Capital Management Limited.

此授權和保證是附加任何權力（任何以任何方式限制或制約）在本人與阿仕特朗資本管理有限公司之任何其他協議或協定內。



Astrum Capital Management Limited
阿仕特朗資本管理有限公司

This authorization and indemnity will remain in full force, unless sooner revoked, and such revocation shall be in writing signed by me and addressed and delivered to the office of Astrum Capital Management Limited with which I regularly communicate and shall be effective when received by such office, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall ensure to the benefit of Astrum Capital Management Limited, its successors, by merger, consolidation or otherwise, and assigns.

此授權和保證將繼續全面生效，除非提前撤銷，該撤銷應以書面形式由本人簽署並應以本人以往一般慣常及具有效的方式傳送至阿仕特朗資本管理有限公司的辦公室，但這種撤銷不得影響以任何方式導致交易撤銷之前的任何責任。此授權和賠償應確保阿仕特朗資本管理有限公司的益處，其繼任者，通過兼併，合併或其他方式，及受讓人。

For the avoidance of doubt, I hereby admit and acknowledge that my said agent and attorney-in-fact has never held himself/itself out to me as an investment expert in Securities of any kind and I further admit and acknowledge that the associated risks in such appointment has been clearly and distinctively explained to me by my agent and attorney-in-fact.

為避免疑問，本人在此承認，承認本人所指的代理人和法定委託人，從來沒有向我展示他/她是一個任何種類證券的投資專家，本人進一步承認這些任命是由本人的代理人和法定委託人已清晰明確地向本人解釋並承認相關的風險。

Dated at 日期 _____ this _____ day of _____ 201 _____

Full Name of Customer 客戶姓名

Signature of Customer 客戶簽署

Signature of Witness 見證人簽署

Approved by: _____
核准

For and on behalf of Astrum Capital Management Limited
阿仕特朗資本管理有限公司之代表

Appendix 1

附件一

Astrum Capital Management Limited is entitled to charge a Performance Fee from the account calculated

阿仕特朗資本管理有限公司依據以下計算方式扣除帳戶之表現費

- (i) Performance Fee is charged only to equity which have appreciated in value above the High Water Mark,
表現費之扣除只在於資產值增長超過高水位線之上，
- (ii) The High Water Mark is the greatest of the equity of account of which a Performance Fee has been charged at the end of any previous performance period,
高水位線定於過往曾扣除表現費之最大帳戶資產值之位置，
- (iii) The Performance Fee in respect of each performance period will be calculated by reference to the equity before deduction for any accrued Performance Fee.
在每段期間的表現費是根據未經累積表現費的帳戶資產值而計算。