

Consequential Amendments



This document sets out some consequential amendments to

- (A) Macquarie Group Electronic Execution Agreement;
- (B) commission sharing agreement/ soft dollar agreement
- (C) additional terms for trading China Connect Securities

that need to be put in place due to our internal restructuring.

A. Consequential amendments to Macquarie Group Electronic Execution Agreement

These amendments shall only be relevant to you if you are trading via our direct market access platform or algorithm.

1. Given our client facing entity will be moved to Macquarie Securities (Australia) Limited whereas our Hong Kong licensed entity will be Macquarie Asia Securities Limited (upon licensing being obtained from the SFC), the following shall be inserted into the Electronic Execution Agreement with Macquarie:

“If you are **not** domiciled in Australia, New Zealand, European Union, the United Kingdom or United States:

- (i) Macquarie Asia Securities Limited, upon obtaining its Hong Kong license, or
- (ii) Macquarie Bank Limited Hong Kong Branch before Macquarie Asia Securities Limited obtaining its Hong Kong license

will act as introducing broker and intermediate all your orders. All such transactions are carried on through the above relevant entity in compliance with the “dealing through” exemption under the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) and not directly by Macquarie Securities (Australia) Limited.”

2. The following entities shall be removed from the Schedule to the Electronic Execution Agreement:

“Macquarie Bank Limited (Hong Kong Branch) (ABN 46 008 583 542)
Mazi Macquarie Securities (RF) (Pty) Ltd “

B. Consequential amendments to commission sharing agreement/ soft dollar agreement

These amendments shall only be relevant to you if you have any prior arrangement with Macquarie regarding commission sharing.

1. Given the internal restructuring to change the client facing entity to Macquarie Securities (Australia) Limited, the party to the commission sharing agreement or soft dollar agreement shall be changed to:

“**MACQUARIE SECURITIES (AUSTRALIA) LIMITED (ABN 58 002 832 126)** of Level 6, 50 Martin Place, Sydney, NSW, Australia (“Macquarie”)”

Any references to Macquarie Bank Limited, Hong Kong Branch shall be amended accordingly.

2. Payment to service providers will be made by Macquarie or any of its affiliate.

C. Consequential amendments to additional terms for trading China Connect Securities

These amendments shall only be relevant to you if you are trading China Connect Securities with Macquarie

1. The Macquarie entity to the China Connect Securities terms shall be changed to Macquarie Securities (Australia) Limited. Any corresponding references shall be revised accordingly.
2. Unless you are a licensed corporation for Type 9 regulated activity in Hong Kong or any other person carrying on the business of the provision of asset management services and regulated under the law of any place outside Hong Kong, if you are acting as an intermediary acting on behalf of a fund, an affiliate or a client when placing an order in respect of ChiNext securities, you must ensure such fund, affiliate or client is an Eligible ChiNext Investor (as defined in the terms attached).
3. China Connect is a no fail market. In view of the T+0 settlement cycle for sell trades on China Connect, you must ensure that your custodian would arrange for delivery by the time advised by us.

By clicking on the link provided and send back the email confirmation, your organisation agrees in writing the changes to the above agreements (to the extent applicable to your organisation).