

電子認購首次公開招股證券服務條款及細則

eIPO 服務申請人（‘申請人’）使用招商銀行香港分行（‘銀行’）eIPO 服務前，須詳細閱讀銀行之電子認購首次公開招股證券服務條款及細則（‘本條款’）。銀行為一所根據《銀行業條例》之持牌銀行，亦是根據《證券及期貨條例》註冊為第一類受規管活動之金融機構（中央編號：AHN815）。

1. 電子認購首次公開發售證券服務及規限
 - 1.1 銀行或其代理人將根據本條款，不時透過由銀行或代銀行運作及/或維持之互聯網網站或任何軟件（‘設施’），提供下文所載之電子服務及設施，以便申請人可以透過銀行的 eIPO 服務申請認購若干首次公開發售（‘公開發售’）之證券。
 - 1.2 每項公開發售之發售章程或發售備忘錄（‘發售章程’）及網上申請指示是由發行證券人士（‘發行人’）提供，申請人可從香港交易及結算所有限公司網站或以其他方式取得。
 - 1.3 申請人只可為本身利益以主事人身份提出申請。申請人不能以代理人、代名人或受託人身份代其他人作出申請，或為申請人以外的任何人士的利益而提出申請。
 - 1.4 申請人必須使用其密碼登入設施，並須填妥‘電子認購首次公開發售證券申請表格’（‘電子申請表格’）。使用申請人密碼登入後進行的一切申請或其他活動，將被視為申請人進行的申請或活動。
 - 1.5 銀行可全權酌情不就或拒絕就任何公開發售提供 eIPO 服務。銀行亦有絕對權利訂定電子認購首次公開發售證券遞交申請的截止時間，該截止時間可早於（但不遲於）發行人訂定的截止時間。銀行不會接受任何於銀行指定的截止時間後遞交的申請。
 - 1.6 銀行及其代理人有權限制申請人提交申請之次數。
 - 1.7 申請人必須符合本條款及有關發行人就有關公開發售所規定的條件，方可使用銀行 eIPO 服務。
 - 1.8 本條款一經申請人接納，即表示申請人已委任、指示及授權銀行或銀行代理人代申請人及根據申請人指示，向發行人遞交申請。
 - 1.9 倘若銀行根據本條款第 1.8 條經其代理人為申請人遞交申請，銀行及銀行之代理人乃作為申請人之代理人申請認購有關證券，而並非作為發行人或參與公開發售各方之代理。按本條款成功認購或購入之所有證券將存於申請人於銀行開立之證券賬戶，並由銀行以銀行或其代理人的名義代為保管。
 - 1.10 倘有關公開發售並不允許申請人重複申請，申請人保證其透過 eIPO 服務所作出之申請，乃申請人就有關公開發售所作之唯一申請，申請人完全明白，倘有關公開發售不允許重複申請，重複申請或懷疑屬重複之申請會被拒絕。銀行如有合理原因相信，申請人作出重複申請（不論是透過 eIPO 服務或其他方式作出的申請），則銀行可全權酌情拒絕申請

人的任何或所有申請，或只處理其中任何一份申請。

- 1.11 銀行在有合理理由(不論是因為法律或監管規定或其他原因)之情況下，可全權酌情拒絕辦理任何申請或代申請人遞交申請。在此情況下，已於申請人的結算賬戶相應扣除之金額將根據本條款第 3.1 至 3.4 條 (不計利息)退還予申請人之結算賬戶。
 - 1.12 如銀行有理由相信公開發售的發售章程、其他要約文件或申請表被竄改或申請過程受到干擾時，銀行將不會處理任何認購申請。
 - 1.13 所有透過 eIPO 服務作出的公開發售證券認購申請，須均受本條款《賬戶持有人條款》、《證券賬戶條款》及任何其他適用於證券賬戶之條款的約束。該等條文及條款均全部適用於 eIPO 服務，猶如已明文表示其適用於 eIPO 服務。為免產生疑問，eIPO 服務構成上述各項條文及條款所適用之服務。
 - 1.14 就提供 eIPO 服務而言，倘若本條款與其他適用章則之間出現任何歧異，概以本條款為準。
 - 1.15 每項認購證券申請亦須受發售章程及有關之其他要約文件所載有關公開發售之條款規限。
2. 申請人之責任、申請資格及確認
 - 2.1 申請人在使用 eIPO 服務作出任何申請之前，應細閱及理解有關公開發售的發售章程及其他適用要約文件所載之條款及申請程序，並同意受其約束。申請人向銀行保證及承諾其已全面遵守有關公開發售之條款、條文及申請程序，以及設施所載列之其他適用規定及規章。
 - 2.2 申請人同意若未能遵守以上第 2.1 條所列之任何條款、條文、規定及規章，銀行可毋須代表申請人遞交申請。
 - 2.3 申請人確認遞交認購證券申請前，必須確保其在銀行的結算賬戶已有足夠的可即時動用款項作認購之用。這包括證券的售價、佣金、交易徵費、印花稅、申請費及/或與電子申請相關的銀行手續費(統稱‘認購費用’)。當申請人確認遞交申請認購證券，即表示申請人同意銀行可隨時凍結申請人在銀行的結算賬戶中相當於認購費用的即時可動用資金。申請人同意，不會因上述安排而向銀行追討任何利息或賠償。除非事先與銀行另有安排，否則在申請人的結算賬戶沒有足夠款項作申請公開發售證券之用的情況下，銀行將不會處理該認購證券之申請。
 - 2.4 申請人授權銀行及每一銀行代理人，指示及授權有關公開發售之發行人及/或與該公開發售有關之其他各方(或彼等之代理人或代名人)代申請人簽立任何轉讓表格、成交單據或其他文件，及根據有關發行人之組織章程細則或其他方法以銀行或其代理人名義代申請人按公開發售條款對獲分配之證券進行一切登記所需事宜，以完成有關公開發售之發售章程所述之安排。

- 2.5 申請人不得亦不得試圖將任何發售章程、任何公開發售之申請表及/或其他要約文件之全部或任何部份複印、複製、再刊、設框、上載、傳送、分發或以任何其他方式發送；亦不得及不可試圖解構、還原、翻譯、轉換、改編、改動、修改、增補、添加、刪改或以任何方式干擾或越權地進入 eIPO 服務的任何服務、設施或軟件。
- 2.6 申請人確認，就決定是否申請公開發售之證券，及就使用 eIPO 服務、本條款、發售章程及於任何適用法律下可能影響申請人之任何交易及買賣，尋求法律、稅務等方面之獨立專業意見，全屬申請人之責任。銀行及銀行之代理人並非申請人之投資顧問，其所提供之一切資料僅作參考之用，並不構成任何投資建議。
- 2.7 申請人須接受並確認銀行及/或銀行代理人為處理申請人透過 eIPO 服務遞交的申請所作的任何及一切行動。申請人並須對銀行及其代理人因代申請人申請證券而引致或蒙受之任何損失、申索或責任作出彌償。
- 2.8 申請人須負全部責任確定其本身是否符合資格認購公開發售證券。
- 2.9 使用銀行 eIPO 服務時，不論電子申請表格屬何種語言版本，申請人均須於電子申請表格之適當欄位以英文輸入所需資料，申請人並向銀行保證其所提供之一切資料均為真確、完整及符合現況。資料不全之申請可能會不獲銀行處理。
- 2.10 eIPO 服務只提供予銀行之證券客戶，而申請人只能以個人身份使用 eIPO 服務。
- 2.11 只有符合有關公開發售條款及條文資格要求之人士方可使用 eIPO 服務。銀行無需核實申請人的資格或就此承擔任何責任。
- 2.12 申請人須確保其申請認購的證券符合最低、最高的數目、面額及/或其他要求（包括但不限於金額及申請次數之要求）。申請認購之證券數量必須為電子申請表格內所載的其中一個數量。
- 2.13 當申請人按下電子申請表格上的‘確認’鍵，即表示申請人確認其認購指示及有關資料均屬正確無誤。未經銀行同意，申請人透過 eIPO 服務發出之認購指示將不可取消或撤回，並將構成申請人依照公開發售的條款及條文、本條款及所有其他適用條款及條文，作出認購或購入證券之要約。已獲銀行或代銀行根據本條款下第 2.14 條而確認及認收之所有指示，不論由申請人或聲稱是代表申請人之任何其他人士所發出，一概不可撤回，並對申請人具約束力。銀行並無責任核實發出任何該等指示之人士之身份或權限，或該等指示之真確性。
- 2.14 銀行收到申請人透過 eIPO 服務發出電子認購證券申請後，將發出一個申請編號並透過設施顯示於申請人的電腦屏幕上。申請人須記下該編號以方便日後查詢。
- 2.15 申請人應明白，由銀行或其代理人發出有關接獲電子認購公開發售證券指示的確認，並不構成：
- (i) 發行人已根據有關公開發售接納申請人的認購或購入證券申請；或
 - (ii) 銀行確認會處理該項指示。

3. 授權凍結及扣除認購費用及開支
 - 3.1 申請人授權銀行從申請人在銀行之結算賬戶中扣除認購費用，以及銀行因執行申請人指示而招致之任何其他實際或者或有債項。
 - 3.2 銀行可在申請人確認認購證券指示或到銀行呈交認購證券之申請表後隨時酌情凍結申請人在銀行結算賬戶內認購費用所需之相應即時可動用資金以支付認購費用。
 - 3.3 除非經銀行同意，申請人不可以提取就任何公開發售而被凍結的款項。
 - 3.4 即使銀行並無按上述第 3.2 條行使權利及酌情權凍結申請人的資金，銀行對申請人的資金的有關權利亦不受影響。
4. 分配結果、證券存入及款項退還
 - 4.1 分配公開發售的證券及分配結果之公佈由有關的發行人負責。申請人須謹慎閱覽發售章程，以了解有關發行人公佈公開發售結果之有關安排。銀行將會(但無責任)以電郵或其他銀行認為合適之方式將申請結果通知申請人。
 - 4.2 申請人透過 eIPO 服務認購證券時，即同時授權銀行把獲分配的證券存入申請人於銀行設立的證券賬戶，而該等獲存入之證券須在銀行不時訂定的凍結期後才可被提取或沽出。
 - 4.3 申請人同意並接受其獲分配之證券數目可能較申請人所申請的證券數目為少，甚至不獲分配證券。銀行只會根據有關公開發售之條款及條文，從發行人收到退款後才安排將未獲分配的相關認購費用之部份(不計利息)退回。
 - 4.4 若發售價(由有關公開發售之發行人最後釐定者)低於申請人已支付之價格，銀行將根據有關公開發售之條款及條文，從發行人收到退款後安排向申請人退還申請款項之差額(不計利息)。
 - 4.5 倘若因銀行認為申請人沒有完全遵從本條款及其他適用條款及條文，或銀行有理由不處理申請人之指示，因而未有遞交申請，銀行將於發行人就有關公開發售而公佈的退款日，安排將申請人已繳交之認購費用(不計利息)退回並存入之前扣除認購費用之結算賬戶內。
 - 4.6 除非另有註明，銀行就使用 eIPO 服務申請認購證券而收取之一切費用、收費及開支概不退還。
5. 資料
 - 5.1 申請人授權銀行及其代理人，因應任何司法管轄區之任何法律、規例、法院命令或任何政府或監管機構需要，或銀行合理認為乃提供 eIPO 服務所需或公開發售所要求，可向任何人士，包括任何司法管轄區之政府或監管機構、發行人、其他與公開發售有關的團

體（包括與股本證券發售有關的收款銀行、過戶處、保薦人及與債務證券發售有關由香港金融管理局營運的債務工具中央結算系統服務），及與銀行提供 eIPO 服務有關的任何分判商、聯屬機構、代理人或代名人，披露及轉移與申請人有關之一切資料。申請人授權銀行，在銀行合理認為就提供 eIPO 服務項下服務所需要或恰當之情況下，將有關申請人之資料轉移並貯存於不同國家或地區。

5.2 申請人同意由銀行所授權的第三方在香港特別行政區（‘香港’）境內或境外使用、處理及儲存申請人的資料。銀行將與該等第三方訂立合約，以採取合理的謹慎措施為申請人的資料保密，並遵守、符合香港及當地的適用法律及規則（包括《個人資料(私隱)條例》的規定）。

5.3 申請人同意，銀行可將申請人的資料轉移至香港以外的其他司法管轄區，並同意進行任何配對程序。在不影響銀行已於事前按本項進行的行動之前題下，申請人可給予銀行 30 日事先書面通知以撤回申請人於本項下的許可。

6. 通訊

6.1 銀行有權不時訂定根據本條款而發出的各類通知的形式（不論是書面或其他形式的通知）及通訊模式。

6.2 銀行就任何 eIPO 服務的通訊均會發送至申請人所指定的電郵地址，或以銀行不時認為合適的通知方式，並於發送後即被視為送達。

6.3 任何申請人向銀行發出的通訊，於銀行實際收到之時方被視為送達銀行。

7. 銀行之責任

7.1 銀行對任何公開發售證券之發售章程及與公開發售證券有關之申請表格及其他文件之內容毋須承擔任何責任，亦未有及不得視為已對有關內容作出授權。

7.2 銀行並非申請人之投資顧問，亦不會就申請人使用 eIPO 服務進行投資所蒙受之任何損失負責。

7.3 不論銀行因任何原因（包括但不限於任何電腦或電子系統或設備出現故障或錯誤）延遲按申請人指示行事或部分成交或未能按申請人指示行事，銀行均毋須就申請人因此而蒙受之任何損失、損害或支出承擔責任。

7.4 申請人因銀行或銀行的任何經理、行政人員、僱員或代理人按申請人的指示提供服務（不論該指示是否根據銀行、銀行的經理、行政人員、僱員或代理人的任何推介、建議或意見而作出）或在任何其他情況下招致任何性質的損失（包括但不限於任何延遲或錯誤），銀行均不需負責，除非該等損失是因銀行、銀行的任何經理、行政人員、僱員或代理人的嚴重疏忽或故意失責所引致。

- 7.5 在認購高峰期、市場波動、系統升級及維護期間或由於其他原因，使用互聯網或其他電子設施可能會受到限制甚至無法使用。通過互聯網或電子設施進行的交易可能會因不可預測的流量堵塞和其他銀行無法控制的原因而受到干擾、傳輸中斷，以及傳輸延誤。由於技術上的制約，互聯網是一種不完全可靠的通訊媒介。由於這種不可靠性的原因，傳輸和接收認購指示及其他資訊可能會有延誤，或者中斷。申請人確認及同意承擔一切由其使用互聯網及銀行的電子交易系統所帶來的風險，包括有關電子或通訊系統硬件或軟件失靈的風險。系統失靈可能會導致銀行未能執行申請人的認購指示，或部份執行，甚至完全不獲執行，而且認購指示一旦發出便不能取消。銀行毋須因此而需要對任何直接、間接、特殊、相應、經濟或後果性的損失負責及賠償。
- 7.6 銀行不會為申請人由於設施不時的中斷、出現延誤、故障、錯誤或遺漏或丟失傳送的資料；或傳播病毒或其他污染或毀滅性的產物；或令申請人的電腦系統受損害；或令電子認購指示中斷或失效，而需要對任何直接、間接、特殊、相應、經濟或後果性的損失負責及作出任何賠償。
- 7.7 若申請人使用 eIPO 服務，即表示申請人同意承擔於設施及透過互聯網進行交易之有關風險，包括(i)干擾、傳送中斷或延遲傳送及(ii)由於互聯網之公開性質而導致不確之資料傳送。銀行亦毋須因此而對任何直接、間接、特殊、經濟、相應或後果性的損失負責及作出任何賠償。
- 7.8 銀行於接獲已填妥之電子申請表格（以銀行依照本條款第 2.14 條所編配之申請編號為憑證）及申請人的結算賬戶已有足夠即時可動用資金以支付根據本條款之認購費用及所有有關費用、收費及支出後，銀行將會自行或指示銀行代理人代申請人於有關公開發售的截止日期及時間前遞交申請。
- 7.9 銀行可拒絕執行申請人的電子認購證券指示，而毋須給予任何解釋，銀行亦毋須因此而需要對任何直接、間接、特殊、相應、經濟或後果性的損失負責及作出任何賠償。
8. 其他
- 8.1 銀行可隨時及不時修訂本條款及/或加入額外條款及條文。本條款的任何修訂及/或增補，經銀行在銀行設施發佈、電郵、張貼、刊登、廣告或以銀行認為合適之其他方式通知申請人後，即告生效。若申請人於修訂及/或增補本條款生效當日或之後使用 eIPO 服務，此等修訂及/或增補即對申請人有約束力。
- 8.2 本條款每一條條文均具獨立效力及互不從屬。若在任何時間，上述任何一項或多項條文按任何司法管轄區的法律在任何方面屬不合法、無效或不能強制執行，將不會影響其餘條文之合法性、有效性及可強制執行性。
- 8.3 銀行行使、延遲行使或不行使本條款下的任何權利、權力或補償權，並不影響銀行繼續行使或另外行使任何此等或其他權利、權力或補償權。本條款下的權利及補償權可累積行使，亦不會排斥銀行根據法律或其他原因而可享有的其他權利、權力及補償權。

- 8.4 銀行有權收取及保留因成功將證券配發予申請人所產生或有關之任何回扣（不論為費用或佣金或其他形式）。銀行有權保留與公開發售及任何申請有關而收取之任何費用、佣金或回扣，而毋須向申請人交代。
- 8.5 銀行可就申請人使用 eIPO 服務收取費用，並可不時調整該等收費，銀行將在設施通知有關收費率及其他收費詳情。如申請人於徵收或調整費用生效日起使用 eIPO 服務，該新徵收或經調整之費用即對申請人具有約束力。
- 8.6 即使本條款或銀行其他條款及條文另有規定，銀行仍有絕對酌情權，要求申請人即時清還任何到期或未到期的貸款、透支或其他應付銀行的款項（如有）。
- 8.7 銀行可以把 eIPO 服務之任何服務、權利或責任外判、外發或轉授予任何第三者或以其他方式委派任何其他人士為銀行之代名人或代理人，代表銀行履行 eIPO 服務（無論在香港或其他司法權區）下之任何服務。

9. 風險披露聲明

9.1 一般事項

本風險披露聲明並不是披露所有涉及證券投資的風險。申請人在進行交易或投資前，應負責本身的資料蒐集及研究。申請人應按申請人本身的財政狀況及投資目標謹慎考慮認購公開發售證券是否適宜。銀行建議申請人於認購公開發售證券前應尋求獨立的財務及專業意見。假如申請人不確定或不明白以下風險披露聲明或進行交易或投資所涉及的性質及風險的任何方面，申請人應尋求獨立的專業意見。投資者應仔細閱讀有關發售文件以詳細了解投資涉及的風險。

9.2 證券買賣之風險

證券價格可能及會出現波動，有時可能會非常波動。證券價格可跌可升，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。申請人應準備承受此該等風險。

9.3 電子交易的設施及系統風險

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈。申請人確認申請人就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制，而這些責任限制可以各有不同。銀行亦毋須就由於操作電子網上銀行服務所引致申請人的終端機或有關設備之任何損毀或申請人資料的任何損失或訛誤而負責。無論在任何情況下，銀行毋須因提供電子交易服務而需要對任何直接、間接、特殊、相應或後果性的損失負責。

- 9.4 在交易高峰、市場波動、系統升級及維護期間或由於其他原因，互聯網或其他電子設施的進入可能會受到限制甚至無法進入。通過互聯網或電子設施進行的交易可能會因不可

預測的流量堵塞和其他銀行無法控制的原因而受到干擾、傳輸中斷，以及傳輸延誤。由於技術上的制約，互聯網是一種不完全可靠的通訊媒介。由於這種不可靠性的原因，申請認購指示及其他資訊的傳輸和接收可能會有延誤。申請人透過某個電子交易系統認購公開發售證券，便須承受該系統帶來的風險，包括有關係統硬件或軟件可能會失靈的風險。系統失靈可能會導致申請人的申請認購指示不能完全或部份被執行。而且申請認購指示一旦發出便不能取消。如因銀行的網上銀行服務系統出現故障或延誤而導致證券認購失效或終止，由此而引致申請人的一切損失或索償，銀行均毋須負責。

10. 終止服務

10.1 在不損害上文其他規定的情況下，銀行可以隨時終止 eIPO 服務。

10.2 終止 eIPO 服務，並不影響銀行在服務終止生效日期之前已累積或產生的任何權利，包括但不限於向申請人收取截至服務終止生效日期為止的所有服務費用及追討申請人應付銀行的任何款項。

11. 適用文本

11.1 本條款、設施及電子申請表格之內容均備有中文及英文版本；如有歧異，以英文為準。

eIPO TERMS AND CONDITIONS

eIPO SERVICES APPLICANT (the “Applicant”) MUST READ THESE TERMS AND CONDITIONS (the “Conditions”) CAREFULLY BEFORE USING eIPO SERVICES OF CHINA MERCHANTS BANK, HONG KONG BRANCH (the “Bank”), a licensed bank registered under the Banking Ordinance and a registered institution for type 1 regulated activities under the Securities Futures Ordinance (Central Entity Number AHN815).

1. ELECTRONIC INITIAL PUBLIC OFFER SECURITIES SUBSCRIPTION SERVICES AND RESTRICTIONS

- 1.1 Subject to these Conditions, the Bank or its agent will provide electronic services and facilities from time to time as described below through an Internet site or any software operated and/or maintained by or on behalf of the Bank (the “Facilities”) to enable the Applicant to make, via eIPO Services of the Bank, applications for subscription in certain public offers of securities (“Public Offer”).
- 1.2 The prospectus or the offering memorandum (“Prospectus”) and the electronic application instruction in respect of each Public Offer will be provided by the issuer (“Issuer”). The Applicant can access this information through the website of Hong Kong Exchanges and Clearing Limited or by other available means.
- 1.3 The Applicant shall use eIPO Services for his/her own benefit and as principal only. The Applicant must not apply on behalf of any person as agent, nominee or trustee or to make any applications for the benefit of any person other than the Applicant himself/herself.
- 1.4 The Applicant shall login to the Facilities using his/her password and properly complete the “Electronic Securities Subscription Application Form” (the “Electronic Application Form”). All applications made or other activities carried out after logging into the Facilities by using the Applicant’s password shall be deemed applications made or activities carried out by the Applicant.
- 1.5 The Bank may in its absolute discretion refuse to or not to provide eIPO Services in respect of any Public Offer. The Bank has the absolute right to set a deadline for eIPO application submission which may be earlier than (but not later than) the cut off time set by the Issuer. The Bank will not accept any eIPO application submitted after the deadline set by the Bank.
- 1.6 The Bank or its agent reserves the right to limit the number of applications submitted by the Applicant.
- 1.7 The Applicant must comply with these Conditions and the respective conditions of the relevant Public Offer stipulated by the Issuer before he/she uses eIPO Services.

- 1.8 By accepting these Conditions, the Applicant appoints, instructs and authorises the Bank and its agent to submit the application on behalf of the Applicant to the Issuer in accordance with the Applicant's instructions.
- 1.9 Where the Bank submits any application via its agent pursuant to Condition 1.8, the Bank and its agent shall act as the Applicant's agent, and not the agent of the Issuer or other participants of the Public Offer. All allotted securities pursuant to these Conditions will be held in the name of the Bank or its agent for custody under the Applicant's securities account maintained with the Bank.
- 1.10 Where multiple applications are not permitted in a Public Offer, the Applicant warrants that the application made by him/her through eIPO Services is the only application made by him/her in respect of that particular Public Offer. The Applicant fully understands that multiple or suspected multiple applications will, in a Public Offer which does not allow multiple applications, be rejected. If the Bank in its reasonable opinion believes that the Applicant has submitted multiple applications, whether by using eIPO Services or otherwise, the Bank may in its absolute discretion, reject any or all of the Applicant's applications, or only act on any one of the applications.
- 1.11 The Bank may in its absolute discretion refuse to process any application or submit any application on the Applicant's behalf if the Bank has reasonable grounds (whether by reasons of legal or regulatory requirements or otherwise) for such refusal. In such case, the relevant amount debited from the Applicant's settlement account in accordance with Conditions 3.1 to 3.4 below will be refunded (but without interest) to the Applicant's settlement account.
- 1.12 The Bank will not process any application if the Bank has reason to believe that the Prospectus of the Public Offer, other offering documents or the application form is tampered with or the application procedure is disrupted.
- 1.13 All applications for Public Offer securities subscription through eIPO Services are subject to these Conditions, the "General Terms and Conditions for Account Holders", the "Terms of Securities Account" and any other terms and conditions applicable to securities accounts. The aforementioned terms and conditions shall apply as if they were expressly extended to the use of eIPO Services. For the avoidance of doubt, eIPO Services constitute services to which the foregoing terms and conditions are applicable.
- 1.14 So far as the provision of eIPO Services is concerned, where there is any discrepancy or inconsistency among these Conditions and other applicable terms and conditions, these Conditions shall prevail.
- 1.15 Each application shall also be subject to the terms and conditions of the relevant Public Offer which are contained in the respective Prospectus and other offering documents relating thereto.

2. RESPONSIBILITIES, ELIGIBILITY AND CONFIRMATION OF THE APPLICANT
 - 2.1 The Applicant shall read carefully and understand the terms and conditions and application procedures set out in the Prospectus and other applicable offering documents and agree to be bound by them before making an application through eIPO Services. The Applicant warrants and undertakes to the Bank that he/she is in full compliance with these terms and conditions and application procedures of the relevant Public Offer and other applicable rules and regulations posted in the Facilities.
 - 2.2 The Applicant agrees that the Bank will not submit any application on his/her behalf if he/she fails to comply with any of the terms, conditions, rules and regulations referred to in Condition 2.1 above.
 - 2.3 Before submitting an application in a Public Offer, the Applicant must ensure that there are immediately available funds in his/her settlement account maintained with the Bank including the purchase consideration, commissions, transaction levies, stamp duties, application fees and/or the Bank's charges related to the electronic application (collectively the "Subscription Fee"). When the Applicant confirms submitting an application for securities subscription in a Public Offer, he/she agrees that the Bank may at its discretion put on hold such immediately available funds of the Applicant's settlement account in the amount corresponding to the Subscription Fee. The Applicant agrees that he/she will not claim against the Bank for interest or damages in connection with the aforementioned arrangement. Where there are insufficient immediately available funds in the Applicant's settlement account for the application for securities in the Public Offer, the Bank will not process the relevant application for securities unless an arrangement to the contrary has been agreed by the Bank in advance.
 - 2.4 The Applicant authorises the Bank and each of its agents to instruct and authorise the Issuer and/or other parties (or their respective agents or nominees) in connection with the Public Offer to execute any transfer forms, contract notes or other documents on the Applicant's behalf and do on the Applicant's behalf all necessary things to register any allotted securities to the Applicant pursuant to the terms of the Public Offer in the name of the Bank or its agent, as required by the articles of association of the relevant Issuer or otherwise to give effect to the arrangements described in the Prospectus of the relevant Public Offer.
 - 2.5 The Applicant shall not and shall not attempt to copy, duplicate, republish, frame, upload, send, distribute or otherwise transmit in whole or in part any Prospectus, application form or other offering documents relating to the Public Offer. The Applicant shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, supplement, add, delete or in any way tamper with, or gain unauthorised access to, any part of eIPO Services or any Facilities or any software thereof.
 - 2.6 The Applicant acknowledges that it is his/her own responsibility to seek independent professional advice on legal, tax and other issues on whether to make an application for

securities in respect of a Public Offer and the use of eIPO Services, these Conditions, the Prospectus and any transaction and dealing which may affect the Applicant under all applicable laws. The Bank or its agents are not the investment advisers of the Applicant. Any information provided by the Bank or its agents are for reference only and does not constitute any investment recommendation.

- 2.7 The Applicant shall accept and confirm all and any action that the Bank or its agent may take in processing his/her application submitted through eIPO Services. The Applicant shall indemnify the Bank and its agent against any losses, claims or liabilities as a result thereof or in relation thereto.
- 2.8 It is the Applicant's sole responsibility to ensure his/her eligibility for subscription of securities under the Public Offer.
- 2.9 When using eIPO Services, the Applicant must fill out the requisite information in all applicable parts of the Electronic Application Form in English regardless of the language of the Electronic Application Form. The Applicant warrants to the Bank that all such information provided are true, complete and up-to-date. Applications that do not contain all the requisite information may not be processed.
- 2.10 eIPO Services are only offered to the securities clients of the Bank and the Applicant must be an individual to be eligible to use eIPO Services.
- 2.11 eIPO Services are only offered to eligible persons who are qualified to subscribe for the public offering securities in accordance with the terms and conditions of such Public Offer. The Bank shall not have any responsibility for verifying the Applicant's eligibility or any liability in relation thereto.
- 2.12 The Applicant's application must comply with the minimum/maximum number and par value of the securities and/or other requirements (including without limitation the requirement for the sum of money and the number of applications). The application for the subscription numbers of securities must be one of the numbers of securities listed in the Electronic Application Form.
- 2.13 By clicking the "Confirm" button on the Electronic Application Form, the Applicant confirms the accuracy of his/her subscription instruction and other information provided. Once any application instruction is given through eIPO Services, it may not be revoked or withdrawn without the prior consent of the Bank and it shall constitute an offer by the Applicant to subscribe for or purchase securities pursuant to the terms and conditions of the Public Offer, these Conditions and all other applicable terms and conditions. All instructions which have been confirmed and acknowledged by or on behalf of the Bank in the manner described in Condition below, shall be irrevocable and binding on the Applicant, whether they are given by the Applicant or by any other person purporting to be acting on behalf of the Applicant. The Bank shall be under no duty to verify the identity or authority of the person giving any

such instruction or the authenticity of such instruction.

- 2.14 The Bank will acknowledge the receipt of an electronic securities subscription application through eIPO Services by assigning an application number which will be displayed on the Applicant's computer screen through the Facilities. The Applicant shall record such application number for future enquiries.
- 2.15 The Applicant should understand that an acknowledgement from the Bank or its agent that an electronic securities subscription instruction has been received does not constitute:
- (i) an acceptance by the Issuer of the Applicant's offer to subscribe for or purchase securities from the Issuer pursuant to the Public Offer; or
 - (ii) that the Bank will process such instruction.

3. AUTHORISATION TO FREEZE AND DEBIT APPLICATION FEES & EXPENSES

- 3.1 The Applicant authorises the Bank to debit from his/her settlement account with the Bank the Subscription Fee and such other amounts for the actual or contingent liabilities incurred by the Bank as a consequence of acting on the Applicant's instructions.
- 3.2 After the confirmation by the Applicant of a securities subscription instruction or the submission by the Applicant to the Bank an application form for the subscription of shares, the Bank may, for the purpose of settling the Subscription Fee, at any time and at its discretion put on hold such immediately available funds in the Applicant's settlement account as required for the Subscription Fee.
- 3.3 Unless otherwise agreed by the Bank, the Applicant cannot withdraw any money on hold for the Public Offer.
- 3.4 The Bank's right shall not be affected even if it does not exercise its right and at its discretion to hold the Applicant's funds in accordance with Condition 3.2 above.

4. ALLOTMENT RESULT, DEPOSIT OF SECURITIES AND REFUND

- 4.1 The Issuer of the relevant Public Offer shall be solely responsible for the allocation of securities being offered and the announcement of the results thereof. The Applicant shall carefully read the Prospectus to ascertain the arrangements with regard to the announcement of results thereof by the Issuer. The Bank will (but is not obliged to) notify the Applicant of the results through email or by any other means deemed fit by the Bank.
- 4.2 By subscribing for securities using eIPO Services, the Applicant authorises the Bank to credit to the Applicant's securities account with the Bank any securities allotted to him/her. Such deposited securities are subject to the freezing period decided by the Bank from time to time before they can be withdrawn or sold.

- 4.3 The Applicant understands and hereby accepts that the number of securities allotted to him/her may be fewer than the numbers of securities he/she subscribed for, and that there may be no securities allotted to him/her at all. The Bank will only arrange for a refund of the relevant part of the Subscription Fee (without interest) upon the Bank's receipt of the refund from the Issuer in accordance with the terms and conditions of the relevant Public Offer.
- 4.4 In the event that the offer price (as finally determined by the Issuer of the relevant Public Offer) is less than that initially paid by the Applicant on application, the Bank will arrange to refund the surplus (without interest) to the Applicant upon the Bank's receipt of the refund from the Issuer in accordance with the terms and conditions of the relevant Public Offer.
- 4.5 Where no application is submitted because, in the Bank's opinion, the Applicant has failed to fully comply with these Conditions and other applicable terms and conditions or if the Bank has grounds not to process the Applicant's instructions, the Bank will, on the day of refunding of the relevant Public Offer as announced by the Issuer, arrange for a refund of the Subscription Fee paid by the Applicant (without interest) and credit the relevant sum to the Applicant's settlement account through which the Subscription Fee was previously debited.
- 4.6 All fees, charges and expenses charged by the Bank in relation to applications made through eIPO Services are not refundable unless otherwise specified.

5. INFORMATION

- 5.1 The Applicant authorises the Bank or its agent to disclose and transfer to any person, including any government or regulatory authority in any jurisdiction, the Issuer, other relevant parties in connection with the Public Offer (including the receiving banks, registrars and sponsors in the case of equity offerings and the Central Money Markets Unit service operated by Hong Kong Monetary Authority in the case of debt offerings) and any subcontractors, affiliates, agents or nominees of the Bank in the provision of eIPO Services, all information relating to the Applicant if required by any law, regulation, court order or any government or regulatory authority in any jurisdiction or if such disclosure or transfer is, in the Bank's reasonable opinion, necessary for the provision of eIPO Services or if such disclosure or transfer is requested or required in connection with the Public Offer. The Bank is authorised to transmit information relating to the Applicant to or through and to store that information in various countries or territories as the Bank reasonably thinks necessary or desirable for the provision of eIPO Services.
- 5.2 The Applicant agrees that his/her information will be used, handled and kept by third parties authorised by the Bank inside or outside the Hong Kong Special Administrative Region ("HKSAR"). The Bank will enter into an agreement with such third parties to the effect that they shall adopt reasonably prudent measures to keep the Applicant's data confidential, and follow and comply with the applicable laws and rules in the HKSAR and the local jurisdiction (including the provisions in the Personal Data (Privacy) Ordinance).

5.3 The Applicant agrees that the Bank may transfer the Applicant's data to other jurisdictions outside the HKSAR, and use it for any matching procedure. The Applicant may withdraw his/her consent herein by giving 30 days' prior notice in writing, provided that such withdrawal shall not prejudice any prior act of the Bank carried out pursuant to this Condition.

6. COMMUNICATION

6.1 The Bank is entitled to prescribe, from time to time, the form of notice (whether written or in any other forms) and the mode of communication with respect to each type of notice to be given pursuant to these Conditions.

6.2 Any correspondence relating to eIPO Services will be sent to the Applicant's designated email address or any other means of communication as the Bank considers fit and shall be deemed to have been delivered when dispatched.

6.3 Any correspondence sent by the Applicant to the Bank shall not be deemed to have been delivered to the Bank until the Bank's actual receipt of the same.

7. RESPONSIBILITIES OF THE BANK

7.1 The Bank shall not have any liability in respect of or be responsible for the contents of the Prospectus, application forms and other documents relating to the Public Offer. The Bank has not authorised and should not be taken as having authorised the same.

7.2 The Bank is not the investment adviser of the Applicant and shall not be responsible for any loss which the Applicant may suffer as a result of his/her investment using eIPO Services.

7.3 The Bank shall not be liable for any loss, damage or expense incurred by the Applicant by virtue of any delay in acting on any instruction or partial completion of or failure or inability to act on any of the Applicant's instructions for whatever reason (including but not limited to any failure or error of any computer or electronic system or equipment).

7.4 The Bank is not responsible for losses of any kind suffered by the Applicant as a result of the provision of services by the Bank, any of the Bank's manager, executive, employee or its agent according to the Applicant's instructions (whether such instructions are given based on any recommendation, suggestion or advice of the Bank, its managers, executives, employees or agents) or arising from other situations (including but not limited to any delay or error), unless such losses are resulted from gross negligence or wilful misconduct of the Bank, or its managers, executives, employees or agents.

7.5 Access to the Internet or other electronic facilities may be limited or unavailable during periods of peak hours, market fluctuation, system upgrades or maintenance or for other reasons. Transactions conducted through the Internet or other electronic facilities may be

subject to disruption, interruption and transmission delay due to unpredictable traffic congestion and other reasons that are beyond the Bank's control. Due to technical limitations, the Internet is an inherently unreliable medium of communication. As a result of such unreliability, there may be delays or disruptions in the transmission and receipt of subscription instructions and other information. The Applicant acknowledges and agrees to bear all risks associated with his/her use of the Internet and the Bank's electronic transaction systems, including the risks of hardware or software failure of the relevant electronic or communication systems. Any system failure may result in the failure to execute in whole or in part the Applicant's subscription instructions. Furthermore, subscription instructions cannot be cancelled once given. The Bank shall not be responsible for any liabilities or indemnities for any direct, indirect, special, incidental, economic or consequential loss or any indemnity in relation thereto.

- 7.6 The Bank shall not be liable for or required to indemnify the Applicant any direct, indirect, special, incidental or consequential losses incurred by the Applicant due to any interruption, delay, failure, error or omission or loss of transmitted data of the Facilities; or dissemination of virus or other contaminating or destructive properties; or damage to the Applicant's computer system; or interruptions or invalidation of electronic subscription instructions.
- 7.7 By using eIPO Services, the Applicant agrees to assume and accept the risks associated with conducting transactions on the Facilities and through the Internet, including (i) interruption, disruption or delayed transmission and (ii) incorrect data transmission due to the public nature of the Internet. The Bank is not liable for any direct, indirect, special, economic, incidental or consequential loss or any indemnity arising therefrom.
- 7.8 Upon receipt of the duly completed Electronic Application Form (as evidenced by the assignment of an application number by the Bank pursuant to Condition 2.14) and where there are sufficient immediately available funds in the Applicant's settlement account with the Bank to settle the Subscription Fee, all related fees, charges and expenses in accordance to these Conditions, the Bank will by itself or instruct its agent to submit an application on the Applicant's behalf before the cut off time set by the Bank itself of that relevant Public Offer.
- 7.9 The Bank may refuse to accept the Applicant's electronic securities subscription instructions without giving reasons. The Bank is not liable for any direct, indirect, special, incidental, economic or consequential loss or any indemnity in relation thereto.

8. OTHERS

- 8.1 The Bank may revise these Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revisions and/or additions to these Conditions shall become immediately effective upon the Bank giving notice on the Facilities or by email, display, publication, advertisement or other means as the Bank thinks fit. Such revisions and/or additions to these Conditions shall be binding on the Applicant if the Applicant uses

eIPO Services on or after the effective date of such revisions and/or additions.

- 8.2 Each of the provisions in these Conditions is severable and distinct from the others and, if at any time any one or more of such provisions are or become illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
- 8.3 No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Conditions are cumulative and not exclusive of the rights, powers and remedies available to the Bank under the law or otherwise.
- 8.4 The Bank is entitled to receive and retain any rebate whether in the form of a fee or commission or otherwise arising out of or in connection with the securities successfully allotted to the Applicant. The Bank shall, without any liability to notify or account to the Applicant, be entitled to retain any fees, commissions or rebates received by the Bank in connection with a Public Offer and any applications.
- 8.5 The Bank reserves the right to charge fees in relation to the use of eIPO Services and to revise such fees from time to time. The Bank will give notice of the rate and other details of such fees on the Facilities which shall be binding on the Applicant if the Applicant uses eIPO Services on or after the effective date for imposing the fee or the revised fee.
- 8.6 Notwithstanding any other provisions in these Conditions or other terms and conditions of the Bank, the Bank may in its absolute discretion request the Applicant to immediately repay any due or undue loan, overdraft or other amount payable to the Bank (if any).
- 8.7 The Bank may sub-contract, outsource or assign the performance of any part of eIPO Services or any rights or obligations herein to any third parties or otherwise appoint any other persons as the Bank's nominee or agent to perform any part of eIPO Services (whether in the HKSAR or other jurisdictions) on the Bank's behalf.

9. RISK DISCLOSURE STATEMENTS

9.1 General

The following risk disclosure statements are unable to disclose all risks involved in securities investment. The Applicant shall undertake his/her own research and study before engaging in transactions or investments. The Applicant shall carefully consider whether the subscription for Public Offer securities is appropriate according to his/her financial position and investment objectives. The Applicant is advised to seek independent financial and professional advice before subscribing for Public Offer securities. The Applicant shall seek independent professional advice if he/she is uncertain of or does not understand any aspect of the following risk disclosure statements or the nature and risks involved in transactions or

investments. The Applicant shall carefully read the relevant offering documents for the details of risks involved.

9.2 Risks of Securities Transactions

The prices of securities fluctuate, sometimes dramatically. Securities prices may go up or down, and may become valueless. Losses may be incurred rather than profit made as a result of securities transactions engagement. The Applicant shall be prepared to accept such risks.

9.3 Risks of Electronic Transaction Facilities and System.

Electronic transaction facilities are supported by computer-based systems for order-routing, execution, matching or registration of transaction instructions or settlement of transaction. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Applicant acknowledges that compensations he/she may obtain may be subject to limits on liability imposed by the system provider, the market, the clearing company and/or participant firms, and such limits may vary. The Bank shall not be liable for any damage to the Applicant's computer terminals or relevant equipment, or losses of or errors in the Applicant's data, arising from the operation of electronic online banking service. In no event shall the Bank be responsible for any direct, indirect, special, incidental or consequential losses arising from the provision of electronic transaction services by the Bank.

9.4 Access to the Internet or other electronic facilities may be limited or unavailable during periods of peak hours, market fluctuation, system upgrades or maintenance or for other reasons. Transactions conducted through the Internet or other electronic facilities may be subject to disruption, interruption, and transmission delay due to unpredictable traffic congestion and other reasons beyond the Bank's control. Due to technical limitations, the Internet is an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of subscription instructions and other information. The Applicant will bear all risks associated with the use of certain electronic transaction systems for subscription of Public Offer securities, including the risks of hardware and software failure. Any system failure may result in the failure to execute in whole or in part the Applicant's subscription instructions. Further, subscription instructions cannot be cancelled once given. The Bank shall not be held liable for any loss or claim arising from the invalidation or termination of securities subscriptions due to failures or delays of the Bank's online banking service system.

10. TERMINATION

10.1 Subject to the provisions herein, the Bank may terminate eIPO Services at will.

10.2 The termination of eIPO Services shall not affect any rights accumulated by or accrued to the Bank prior to the effective date of the termination, including but not limited to the right to receive from the Applicant all service charges or to collect from the Applicant all amount

receivable as of the date of the termination.

11. GOVERNING VERSION

11.1 These Conditions, the contents on the Facilities and the Electronic Application Form are available in both English and Chinese languages. The English version shall prevail if there is any discrepancy or inconsistency between the English and the Chinese versions.