

**Terms and Conditions  
for  
OCBC Bank Stock eIPO Subscription Service ("eIPO Terms")**

**These eIPO Terms shall be legally binding on you at the time when you first use eIPO Service (more particularly described in Clause 2.1 below). Please read these eIPO Terms carefully before using eIPO Service and in case of doubt, please consult your own legal advisors.**

**Eligibility for applying for the Shares (defined below) via eIPO Service ("eligibility requirements")**

Before using eIPO Service to apply for the Shares, you must ensure that you have met the following eligibility requirements:

- a. You must be over 18 years of age.
- b. You must have an address in Hong Kong.
- c. You must be qualified to apply for the Shares in accordance with the terms and conditions in connection with the relevant Initial Public Offer(s) (defined below) and must not be in any way prohibited or restricted from making such application.
- d. You must have an Investment Account (defined below) which is governed by the Terms and Conditions of Investment Account. Alternatively, you must have a Securities Account (defined below) which is governed by the Securities Account Agreement (defined below). If you have an Investment Account as well as a Securities Account, you have to choose which of such accounts to be the Trading Account (defined below) and notify the Bank of your choice in such way as specified by the Bank and in the absence of your choice, the Bank will choose any account of yours to be the Trading Account in its absolute discretion.
- e. You must not be a corporation or partnership. That is, only individuals (including sole proprietors) can use eIPO Service to apply for the Shares. If the Trading Account is in the name of more than one individual, the application for the Shares shall be regarded as a joint application by all such individuals and the liability of each such individual shall be joint and several.
- f. You must apply for the Shares as principal only. No application for the Shares by you shall be processed by the Bank if you apply for the Shares, as agent, nominee or trustee, for and on behalf of any third party.
- g. You must be a registered user of OCBC Bank eBanking Services.
- h. You must comply with such other eligibility requirements as specified by the Issuer in connection with the relevant Initial Public Offer(s) and/or by the Bank from time to time.

**1. Definitions**

1.1 In these eIPO Terms (including the eligibility requirements above), unless otherwise specified herein, the following words and expressions shall have the following meanings:

“Application” means the application for the Shares via eIPO Service and  
“Application Form” means the on-line form for such Application provided

	through the Web Site, the Mobile App and/or other means as determined by the Bank in its sole and absolute discretion from time to time.
	“Application Monies” means such moneys as specified by the Bank for the payment of and incidental to a Completed Application including, without limitation, the relative handling fees, offer price, brokerage, commission, SFC transaction levy, investor compensation levy, Hong Kong Stock Exchange trading fee and other fees, charges, expenses and payments.
	“Bank” means OCBC Bank (Hong Kong) Limited of 161 Queen’s Road Central, Central, Hong Kong, a registered institution with CE Number AAC083.
	"Bank Group Company" has the meaning as defined in the Terms & Conditions for All Accounts and Related Services.
	“Business Day” means a day when the Bank is open for business (excluding Saturdays, Sundays and public holidays of Hong Kong).
	“Client” means the person(s) who apply(ies) for the Shares via eIPO Service.
	“Completed Application” means an application made by way of a Completed Application Form.
	“Completed Application Form” means an Application Form in full compliance with Clause 4.1.7, whether completed or purportedly completed by or for the Client.
	“Debit Account” means the deposit or current account with the Bank designated by the Client from time to time for the payment of the Application Monies.
	“Depositories” means such entity(ies) (whether inside or outside Hong Kong) as appointed by the Bank from time to time for the safe custody of the Client’s securities.
	“eBanking Identification Number” has the meaning as defined in the Terms & Conditions for All Accounts and Related Services.
	“eBanking Services” has the meaning as defined in the Terms & Conditions for All Accounts and Related Services.
	“eIPO Closing Time & Date” means, in respect of an Initial Public Offer(s), such time on such date as specified by the Bank after which the Client can no longer submit any Application in connection with that Initial Public Offer(s) and any eIPO Closing Time & Date is subject to change by the Bank from time to time without notice.
	“eIPO Service” means OCBC Bank Stock eIPO Subscription Service as more particularly described in Clause 2.1.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Initial Public Offer(s)” means initial public offer(s) of securities to be listed on the Stock Exchange of Hong Kong and in relation to which the Bank provides eIPO Service.
“Internet Banking” has the meaning as defined in the Terms & Conditions for All Accounts and Related Services.
“Investment Account” means the Investment Account of the Client maintained with the Bank.
“Issuer” means the issuer or offeror in relation to an Initial Public Offer(s).
“Mobile App” means the mobile application of the Bank (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by the Bank, through which you can access the OCBC Bank personal Mobile Banking services.
“Mobile Banking” has the meaning as defined in the Terms & Conditions for All Accounts and Related Services.
"Nominee" means OCBC Nominees Services (Hong Kong) Limited and/or such other nominee(s) (including, without limitation, the Depositories) as may be appointed by the Bank from time to time.
"On-line Acknowledgment" means the acknowledgment of a Completed Application Form provided by the Bank via eIPO Service to the Client containing the relative IPO Application Reference No.
"PIN" has the meaning as defined in the Terms & Conditions for All Accounts and Related Services.
"Prospectus" means the prospectus or offering memorandum relating to an Initial Public Offer(s) (including all supplements and addenda thereto).
"securities" has the same meaning given to it under the Securities and Futures Ordinance (Cap. 571).
"Securities Account" means the Securities Account of the Client maintained with the Bank.
"Securities Account Agreement" means the Securities Account Agreement made between the Client and the Bank (including all amendments thereto).
"SFC" means the Securities and Futures Commission of Hong Kong.
"Shares" means the securities of Initial Public Offer(s).
"Trading Account" means the Investment Account or Securities Account chosen by the Client or the Bank to be the Trading Account for such purpose as mentioned in Clause 4.4.1.

"Web Pages" means the web pages of the Website and the mobile app pages of the Mobile App, including, without limitation, the web pages and mobile app pages containing the Application Form and the instructions/information for the completion of the Application Form.

"Website" means the website of the Bank.

- 1.2 In these eIPO Terms, unless the context otherwise specifies, (i) terms in the singular shall include the plural and vice versa; (ii) all references to a particular gender shall include all genders; (iii) reference to a statute or statutory provision includes a reference to it as amended, extended, replaced, substituted or re-enacted from time to time and shall include any subordinate legislation made under the relevant statute or statutory provision; (iv) references to a person shall include individual, body corporate or unincorporate; (v) headings are used for convenience only and should not affect the interpretation of any provision hereof; (vi) references to Clauses shall be to the clauses of these eIPO Terms; and (vii) reference to a document includes a reference to it as amended, extended, replaced or substituted from time to time.

## 2. eIPO Service

- 2.1 Subject to these eIPO Terms, the Bank shall provide on-line services through the Website and/or Mobile App enabling the Client, via the Bank, to make applications for securities in certain Initial Public Offer(s) ("eIPO Service"). The availability and the scope of eIPO Service is subject to change by the Bank at any time and from time to time without notice to the Client or any other person.
- 2.2 The Prospectus and the Application Form in respect of each of the Initial Public Offer(s) shall be made available on or via the Website and/or Mobile App.
- 2.3 The Client acknowledges that the Website and Mobile App are solely owned by the Bank.
- 2.4 The Prospectus in respect of each of the Initial Public Offer(s) is issued by the relative Issuer who shall be solely responsible for the contents and all other aspects in relation to such Prospectus and the Bank accepts no liability, directly or indirectly, arising out of or in connection with such Prospectus.
- 2.5 The Client acknowledges that the eBanking Identification Number and the PIN are confidential and he has the obligation to take reasonable steps to keep them secure and safe. The Client shall be held liable for all losses if he has acted fraudulently or with gross negligence such as failing to properly safeguard the eBanking Identification Number or the PIN. The Client is solely responsible to keep secure and to take all necessary precautions to maintain adequate security of the same. The Client hereby agrees and acknowledges that the use of eIPO Service via eBanking Services by any person (whether authorized by the Client or not) with the eBanking Identification Number and PIN shall constitute and be deemed the use of eIPO Service by the Client.
- 2.6 (a) The Client shall notify the Bank as soon as reasonably practicable and change the PIN after he finds or believes that eBanking Identification Number or the PIN has been compromised, lost or stolen, or that unauthorized transactions have been conducted over the Client's accounts with the Bank and shall confirm the same in writing.

- (b) The Client may be held liable for all losses if the Client fails to make such notification.
- (c) Until the Bank has received such notification, the Client shall have no claim against the Bank and shall be liable to and indemnify the Bank for all losses and damages reasonably incurred by it in respect of any use of the eIPO Service whether authorized by the Client or not. However, if no effective and convenient facilities are provided by the Bank during particular periods, the Bank may be liable for any losses due to non-notification, provided the Client shall notify the Bank within a reasonable time after the facilities have become available again.
- 2.7 The Client shall be solely responsible at his own costs and expenses for obtaining and maintaining the suitable equipment and Internet service, including without limitation mobile device, to access to and use of eIPO Service and for taking all precautions against any computer virus, malicious program or harmful component which may enter into the Client's equipment via Internet or otherwise.

### 3. Authorizations & Instructions

- 3.1 The Client hereby authorizes the Bank to:
- 3.1.1 make and submit applications for the Shares as his agent for and on behalf of the Client in the name of the Nominee pursuant to Completed Application Forms;
- 3.1.2 debit the Debit Account with the Application Monies for Completed Applications;
- 3.1.3 have the Shares allotted to him registered in the name of the Nominee and hold the same on his behalf and the Client further authorizes the Nominee to hold the Shares allotted to him on his behalf; and
- 3.1.4 do such things and execute such documents as it may consider necessary to give effect to the provisions of Clauses 3.1.1 to 3.1.3.
- 3.2 The Client shall check the details of each Completed Application before sending it out. The Client hereby acknowledges and agrees that once a Completed Application Form is sent, it shall be irrevocable unless the Bank agrees otherwise in writing and, without prejudice and subject to the right of the Bank mentioned in Clause 3.3, the Completed Application Form shall only be effective upon actual receipt by the Bank.
- 3.3 Notwithstanding anything to the contrary which may be contained in these eIPO Terms and other documents (including, without limitation, any On-line Acknowledgment), the Bank may in its absolute discretion, without assigning any reason therefor, refuse to act for the Client in respect of any particular Completed Application. In such event, the Bank will notify the Client accordingly, but the Bank shall not in any circumstances whatsoever be liable in any way for any losses, loss of profits or gains, damages, liabilities, costs or expenses suffered or incurred by the Client howsoever arising out of or in connection with the Bank's refusing to act for the Client or omitting so to notify the Client.
- 3.4 The Client hereby agrees and acknowledges that the Bank shall be entitled to rely on and act in accordance with any Completed Application Form if such Completed Application is made via eIPO Service by the use of eBanking Identification Number and PIN and such Completed Application shall be binding on the Client. The Bank shall not be under any duty to verify the identity or

- authority of the person giving any Completed Application Form or the authenticity of any Completed Application Form. The Client hereby agrees to indemnify the Bank and hold Bank fully indemnified from and against all losses, costs and expenses (including legal costs) and liabilities of any nature whatsoever reasonably suffered or incurred by the Bank in reliance on such Completed Application Form unless such losses, costs, expenses and liabilities are caused solely and directly by the willful default or gross negligence of the Bank.
- 3.5 After completing an Application Form in full compliance with these eIPO Terms, the Client will receive an On-line Acknowledgment of such Application Form. However, the On-line Acknowledgment is merely an acknowledgment by the Bank of such Application Form and shall not constitute an acceptance by the relative Issuer of the Client's application for the Shares specified in such Application Form nor shall it constitute a confirmation that the Bank shall act for the Client in accordance with such Application Form.
- 3.6 The Client shall, independently and without reliance on the Bank, make his own judgement and decision with respect to any application for the Shares via eIPO Service and in case of any doubt, the Client should seek independent professional advice on legal, tax and other issues in connection therewith. Any comments, observations, statements or suggestions made by the Bank or any of its directors, officers, employees or agents in relation to the Shares or eIPO Service, whether or not made at the Client's request, are not to be taken as representation or advice of any nature, and are not meant to be relied on by the Client.
- 3.7 The Client hereby authorizes the Bank to disclose and transfer to any person whether inside or outside Hong Kong all information relating to the Client and his transactions via eIPO Service (including, without limitation, his Completed Applications) if required by any law, regulation, court order or any government or regulatory in any jurisdiction or place, or if such disclosure and transfer are, in the reasonable opinion of the Bank, necessary for the provision of the eIPO Service (including, without limitation, the storage of information), or if such disclosure and transfer are requested or required in connection with the relevant Initial Public Offer(s). The persons to whom such disclosure and transfer are made shall include: any government or regulatory authority in any jurisdiction or place, any Issuer and other parties in connection with the relevant Initial Public Offer(s) (including, without limitation, the receiving banks, registrars, sponsors, the Central Moneymarkets Unit Service) and any telecommunication company, service provider, subcontractor, Bank Group Company or agent or nominee of the Bank (including, without limitation, Nominee).
- 3.8 The Client acknowledges that neither the Bank nor the Nominee is the agent of the Issuer of or other parties involved in any Initial Public Offer(s).

#### 4. Application & Other Procedures

##### 4.1 Application

4.1.1 Before applying for the Shares in respect of any Initial Public Offer(s), the Client is under a duty to read and fully understand the relative Prospectus.

4.1.2 When using the eIPO Service to apply for the Shares in respect of any Initial Public Offer(s), the Client must input all such information as required in the

	Application Form and all such information shall be in English, notwithstanding that the Application Form may be available in other languages.
4.1.3	The Client must ensure that his application for the Shares in respect of any Initial Public Offer(s) must meet all minimum, maximum, denomination and other requirements (whether in relation to quantity, value of the Shares or number of application for the Shares) prescribed by the Issuer of the relevant Initial Public Offer(s) and/or by the Bank.
4.1.4	Where multiple applications are not allowed in respect of an Initial Public Offer(s) and the Bank receives more than one Completed Application from or purportedly from the Client whether via eIPO Service or otherwise, the Client agrees that the Bank shall be entitled not to process the Completed Applications or the Bank may (but shall not be obliged to) process the first Completed Application received by the Bank.
4.1.5	The Client must send the Completed Application Form via eIPO Service before the relative eIPO Closing Time & Date. The Client acknowledges that without prejudice to the right of the Bank mentioned in Clause 3.3, no Completed Application or Application Monies shall be accepted after the relative eIPO Closing Time & Date or where the Bank has any reason to believe that the relative Prospectus or processes for collection and handling of applications have been tampered with, or (where applicable) duplicate or multiple applications have been made to the relative Issuer.
4.1.6	The Client must ensure that in respect of each Completed Application, there shall be sufficient and immediately available funds in the Debit Account for the payment of the relative Application Monies at the time of his submission of each Completed Application. The Client acknowledges that without prejudice to the right of the Bank mentioned in Clause 3.3, the Bank shall not process any Completed Application if the Client fails to fully comply with this Clause 4.1.6. The Client acknowledges and agrees that once a Completed Application Form is sent, the Client shall not withdraw any part of the relative Application Monies and the Bank is hereby authorized to debit the Debit Account with the relative Application Monies (or any part thereof) at any time(s) thereafter.
4.1.7	The Client acknowledges that his Application Form shall be regarded as a Completed Application Form only after he shall have fully and strictly complied with the eligibility requirements and the provisions of Clause 4.1 as well as other conditions (if any) prescribed by the Bank from time to time. The Client acknowledges that without prejudice to the right of the Bank mentioned in Clause 3.3, no application via eIPO Service will be processed by the Bank if the application is not made by way of a Completed Application Form.
4.1.8	The Client agrees that the Bank's computer data records of the Completed Applications and other transactions via eIPO Service shall be, save to the extent of manifest error, conclusive and binding on the Client. The Client further agrees that such records shall be admissible in any court of competent jurisdiction as evidence of the Completed Applications and such other transactions and the facts therein contained, to the extent permitted by applicable laws.
4.2	Notification of Results

- 4.2.1 The Client acknowledges that the Issuer of each of the Initial Public Offer(s) shall be solely responsible for approving or disapproving applications for securities under such Initial Public Offer(s) and for announcing the results of allocation of the securities being offered. As the arrangements regarding the announcement of results may differ in respect of each of the Initial Public Offer(s), it shall be the sole responsibility of the Client to check the details of such arrangements by reviewing the relative Prospectus. The Bank may (but shall not be obliged to) notify the Client of the result(s) of his Completed Application(s) in respect of Initial Public Offer(s) in such manner as the Bank may deem fit.
- 4.2.2 Subject to Clause 4.2.1, if the Bank chooses, in its absolute discretion, to notify the Client of the result(s) of his Completed Application(s) in respect of Initial Public Offer(s) by way of short message service ("SMS") and if the Client would like to obtain such result(s) by way of SMS, (i) the Client agrees to register with the Bank the number of his designated mobile phone and/or other particulars, if any, in the manner as specified by the Bank from time to time; (ii) the Client agrees and acknowledges that the Bank is authorized to disclose to the telecommunication company providing the SMS the messages sent by the Bank and such information regarding the Client and his Completed Application(s); and (iii) the Client agrees to bear all fees, charges and expenses which may be imposed by the aforesaid telecommunication company.
- 4.3 Refund of Money
- 4.3.1 If the Bank exercises its right mentioned in Clause 3.3 to refuse to act for the Client in respect of any particular Completed Application, any money received by the Bank from the Client in respect of such Completed Application shall be refunded (without interest or compensation) by the Bank to the Client by crediting such money into the Debit Account.
- 4.3.2 If a Completed Application is duly submitted but is unsuccessful (or partly successful), the Bank shall, on the refund date as announced by the Issuer of the relevant Initial Public Offer(s) and upon actual receipt by the Bank of the money refunded, arrange for the refund of the relative Application Monies (or the applicable balance thereof in the case of a partly successful application) net of the relative handling fees, brokerage, commission, and other fees, charges, expenses and payments in connection with the Bank's processing and submitting the Completed Application (if acted on by the Bank in its absolute discretion) and the Client's use of eIPO Service charged or incurred by the Bank and notified to the Client by crediting the same into the Debit Account.
- 4.3.3 If the final offer price (as determined by the Issuer of the relevant Initial Public Offer(s)) is less than the price per Share of the relevant Initial Public Offer(s) paid by the Client at the relevant time of application, the Bank shall, after the actual receipt by the Bank of the money refunded, arrange to refund the surplus to the Client in accordance with the terms and conditions in relation to the said Initial Public Offer(s).
- 4.3.4 All the handling fees, brokerage, commission, and other fees, charges, expenses and payments in connection with the Bank's processing and submitting the Completed Applications (if acted on by the Bank in its absolute discretion) and



	the Client's use of eIPO Service shall not be refundable unless otherwise specified by the Bank in writing.
4.4	Nominee Service
4.4.1	The Client acknowledges and agrees that all the Shares successfully allotted to the Client shall be registered in the name of the Nominee and held by or deposited with the Bank or the Nominee on behalf of the Client. The Client further agrees that the Bank and the Nominee shall be entitled to pool the Shares held for the Client with other securities held by the Bank or the Nominee (as the case may be) for other customers. The Client further agrees that the Bank shall account for the Client's Shares registered in the name of the Nominee by means of the Trading Account. The Client shall sign such documents as required by the Bank for any purpose of this Clause 4.4.1 and shall pay to the Bank all costs, fees, charges and expenses charged or incurred by the Bank and/or the Nominee from time to time for any purpose of this Clause 4.4.1. The Bank is hereby authorized to debit the Debit Account with the amount of the aforesaid costs, fees, charges and expenses at any time(s). The aforesaid costs, fees, charges and expenses shall not be refundable unless otherwise specified by the Bank in writing.
4.4.2	A written confirmation detailing the number of the Shares successfully allotted to the Client shall be sent by the Bank to the Client within seven days after receipt of such allotment.
4.4.3	The Client agrees that in respect of a Completed Application, he will accept all the Shares successfully allotted to him notwithstanding that the number of the Shares allotted to him may not be the same as what he applied for in the Completed Application.
4.4.4	The Client hereby undertakes to fully indemnify on demand the Nominee against all liabilities, claims, demands, costs, expenses and damages of any kind which may be reasonably suffered or incurred by it and all claims, actions or proceedings which may be brought by or against it by any third party, directly or indirectly arising out of or in connection with having the Shares allotted to the Client registered in its name and holding or keeping the custody of such Shares for the Client unless such liabilities, claims, demands, costs, expenses, damages, actions or proceedings are caused solely and directly by the willful default or gross negligence of the Nominee.
4.5	Continuing Securities
4.5.1	As a continuing security for the full and timely payment of all obligations of the Client, whether arising now or hereafter and under these eIPO Terms or otherwise, in addition to and without prejudice to any other security, guarantee, indemnity, right of set off, lien or the like which the Bank may now or hereafter hold or to which the Bank may at any time be entitled, and notwithstanding any intermediate payment or settlement on account from time to time, the Client hereby assigns and pledges to the Bank and grants the Bank a security interest in all the Shares successfully allotted to the Client from time to time. The Bank is hereby authorized at any time and from time to time, without notice to the Client, to sell, realise, transfer, set-off or appropriate and apply any or all of the aforesaid Shares ("the Pledged Assets") against any or all obligations of the Client to the

- Bank or any Bank Group Company, whether under these eIPO Terms or otherwise and whether now existing or hereafter arising, in addition to any other rights and remedies the Bank has under any applicable law.
- 4.5.2 Upon the disposal of all or any part of the Pledged Assets, made or purported to be made under Clause 4.5.1 above, a certificate made by any of the Bank's officers that a default has occurred and that the power of disposal has become exercisable shall be conclusive evidence of that fact in favour of any purchaser or other person to whom any of the Pledged Assets may be transferred pursuant to such power of disposal and the Client agrees to fully indemnify the Bank against any claim which may be made against the Bank by any such purchaser or other person by reason of any defect in their title to such Pledged Assets.
- 4.5.3 If at any time the power of disposal has become exercisable in respect of any Pledged Assets, the Bank or the Nominee may, at its discretion and without notice to or consent of the Client, exercise all the powers vested in it as registered owner of the Pledged Assets.
- 4.5.4 This security shall not be affected or prejudiced by the Bank holding or taking any other or further securities or guarantees in respect of the obligations of the Client or by its varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any existing or further securities or guarantees given to the Bank or by its varying, renewing or determining any credit given to the Client or giving time for payment or granting any other indulgence to the Client or making any other arrangement with or accepting any composition from the Client or by any other act or thing which (apart from this provision) would or might afford any defence to this security.
- 4.5.5 Without limiting the generality of this Clause 4.5, the Client hereby agrees and undertakes to execute on demand such further documents, including but not necessarily limited to any pledge, mortgage, charge or assignment by way of security as the Bank may require to give full effect to the security interest hereby conferred.

## 5. Fees, expenses, commissions & rebates

- 5.1 The Bank and other Bank Group Companies in their various capacities shall be entitled to receive and retain any rebate (whether in the form of a fee, commission, brokerage or otherwise) arising out of or in connection with the Shares successfully allotted to the Client. The Bank and the Bank Group Companies shall be entitled to receive and retain such rebate without the liability to account to the Client or any third party.
- 5.2 The Client shall have to pay the handling fees and other fees, charges, expenses and payments charged or incurred by the Bank and notified to the Client in connection with the Bank's processing and submitting the Completed Applications (if acted on by the Bank in its absolute discretion) and the Client's use of eIPO Service (collectively "Fees"). The Bank may, from time to time, with prior notice to the Client, revise the Fees. The Client shall have to pay the revised Fees after the effective date for imposing the revised Fees. The Client hereby authorizes the Bank to debit the Debit Account with the amount of the Fees or the revised Fees (as the case may be) at any time(s).

5.3 To avoid doubt, the Fees payable by the Client are in addition to any fees, charges, expenses and payments payable by the Client in connection with the provision of other services to the Client, whether contemplated hereunder or not.

6. The Client's confirmations, etc.

6.1 The Client hereby confirms that the information provided by the Client on a Completed Application Form shall be true, accurate, complete and up-to-date in all respects. The Client hereby warrants and represents to the Bank as of the date of the submission of each Completed Application that:

6.1.1 The Client is over 18 years of age.

6.1.2 The Client has an address in Hong Kong.

6.1.3 The Client is qualified to apply for the Shares in accordance with the terms and conditions in connection with the relevant Initial Public Offer(s) and is not in any way prohibited or restricted from applying for the said Shares.

6.1.4 The Client applies for the said Shares as principal only and not, as agent, nominee or trustee, for and on behalf of any third party.

6.1.5 The Client has complied with such eligibility requirements as specified by the Issuer in connection with the relevant Initial Public Offer(s) and/or by the Bank from time to time.

6.2 The Client shall not, and shall not attempt to, copy, reproduce, republish, frame, upload to a third party, transmit or distribute any Prospectus or Application Form or any part of any of them.

6.3 The Client acknowledges that the contents of the Website, the Mobile App, Web Pages and eIPO Service (including, without limitation, any trademark, trade name, logo, design, mark, material, and other intellectual property) are owned by the Bank. The Client is not allowed to use the Website, the Mobile App, Web Pages, eIPO Service or any part of them for any purpose other than those permitted under the terms and conditions set out on or in relation to the Website, the Mobile App, the Web Pages or these eIPO Terms.

6.4 The Bank is hereby authorized (but shall not be obliged) to make any debit from the Debit Account pursuant hereto notwithstanding that such debit may cause an overdraft on the Debit Account and if an overdraft is thus caused, interest shall be payable by the Client at such rate and on such terms as the Bank shall determine in its absolute discretion from time to time.

6.5 (a) The Client hereby acknowledges that his personal data relating to him, including without limitation the mobile phone number and email address provided by him in the Application ("Designated Electronic Address(es)"), can be used by the Bank only in direct marketing, including the sending of electronic messages to the Designated Electronic Addresses. However, the Bank requires the Client's written consent (which includes an indication of no objection) for those purposes in advance. For details, please refer to the paragraph (h) of the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Notice"). If the Client does not wish his personal data to be used in such direct marketing purpose, the Client may exercise his opt-out right by notifying the Data Protection Officer of the Bank in writing (please refer to paragraph (n) of the Notice for contact details). In the foregoing, "electronic

	message" has the same meaning assigned to it under the Unsolicited Electronic Messages Ordinance (Cap. 593).
	(b) The Client warrants that the registered user of the Designated Electronic Address(es) with the relative telecommunication company has consented to: <ul style="list-style-type: none"> <li>(i) the provision by the Client of the Designated Electronic Address(es) and/or other particulars, if any, for the purposes contemplated hereunder; and</li> <li>(ii) the use of the Designated Electronic Address(es) for the purposes contemplated hereunder.</li> </ul>
	(c) The Bank shall not under any circumstances be liable for the consequences of the Client's failure to obtain such consent as described in Clause 6.5(b) and the Client shall keep the Bank fully indemnified against all claims, damages, losses and expenses reasonably suffered or incurred by it, directly or indirectly, arising out of the same.
	(d) The Client shall be responsible at his own costs and expenses for obtaining and maintaining the consent above mentioned in Clause 6.5(b) and the Designated Electronic Address(es).
6.6	The Client acknowledges that eIPO Service is provided as an additional service in relation to stock subscription service provided by the Bank at its absolute discretion and shall not be considered as a substitute for any other accepted method of making stock subscriptions. The Client is responsible to use other means of making stock subscriptions in the event that eIPO Service is not available for any reason whatsoever.
6.7	(a) The Web Pages containing eIPO Service may provide hyperlinks to other websites or mobile apps of third parties ("Third-party Websites"). These Third-party Websites are not affiliated with or in any way related to the Bank. The Client acknowledges that such hyperlinks are and shall be provided for his information only and the Bank and other Bank Group Companies shall accept no liability in connection with the Client's, or his inability to, access to and/or use of these Third-party Websites.
	(b) The Client acknowledges that the provision of the hyperlinks to Third-party Websites does not and in no way represents: (i) any form of recommendation, endorsement, approval, guarantee or introduction of any third party or any product or service provided by such third party; or (ii) any form of co-operation between the Bank (or any other Bank Group Company) and such third party unless otherwise expressly stated by the Bank (or as the case may be, the relative Bank Group Company) in writing. The Client further acknowledges that neither the Bank nor any other Bank Group Company shall be a party to any contractual arrangement that the Client and such third party may enter into, whether or not as a result of any aforesaid hyperlink, unless otherwise specifically agreed to by the Bank (or as the case may be, the relative Bank Group Company) in writing.
	(c) The Client acknowledges that the use of the abovementioned hyperlinks by him shall be at his own risk and cost. The Bank and other Bank Group Companies shall not be responsible for any loss, damage, or consequence of whatsoever that may, directly or indirectly, arise from the Client's use of any such hyperlink. Further, the Bank and other Bank Group Companies shall not be responsible for

the accuracy, truthfulness, or whatever of the contents of the Third-party Websites.

(d) The hyperlinks to Third-party Websites may contain downloadable software that is for the Client's own convenience only. The Client confirms that the Bank and other Bank Group Companies shall have no responsibility for any problem or difficulty that the Client may encounter in downloading or installing such software. As the use of any software downloaded from the Internet may be governed by a licence agreement, the Client understands that he has the duty to check whether he is entitled to download such software before downloading the same. The Bank and other Bank Group Companies shall not be, in any way, responsible for any infringement by the Client of any intellectual property right regarding such software.

(e) When using or accessing to any aforesaid hyperlink, the Website, the Mobile App or any Third-party Website or the website or mobile app of any Bank Group Company, the Client must observe the terms of use of such hyperlink, the Website, the Mobile App, such Third-party Website or the website or mobile app of such Bank Group Company (as the case may be) and such other rules and conditions as may be stipulated by the Bank from time to time or those set out by the owner and/or operator of such Third-party Website or the relative Bank Group Company (as the case may be). In case of any inconsistency or conflict between the aforesaid terms of use and these eIPO Terms, in so far as eIPO Service is concerned, these eIPO Terms shall prevail.

## 7. Communication

- 7.1 The Client consents that any notice or other communication may be addressed and presented to the Client (who, in the case of more than one person comprising the Client, any one of them) at the address or email address or telephone or facsimile number last notified in writing to the Bank and addressed to the Bank at such address as the Bank may notify to the Client from time to time.
- 7.2 Any such notice or communication given by the Bank to the Client shall be deemed to have been received by the Client where delivered personally immediately upon such delivery and where sent by post 24 hours after despatch and where sent by fax or email immediately upon despatch.
- 7.3 In all cases if such notices or other communication are given or delivered to the Bank, they shall only be deemed to have been given or delivered to the Bank on the day of actual receipt by the Bank.

## 8. Performance of eIPO Service

- 8.1 The Client acknowledges and agrees that the Bank may appoint as its agent any third party, or contract with any third party (being an independent contractor), to perform the eIPO Service (or any part thereof).
- 8.2 The Client hereby consents that the Bank may, at any time and from time to time, disclose to any aforesaid third party any information about the Client, his transactions, any Completed Application, the Trading Account, the Debit Account, any Shares successfully allotted to him or any other matter contemplated hereunder and such party may use any such information for performing the eIPO Service (or any part thereof).

## 9. Governing agreements

- 9.1 If the Client sends a Completed Application in respect of an Initial Public Offer(s) via eIPO Service, the Client shall be deemed to have accepted and thus be bound by the terms and conditions of the relative Prospectus and other terms and conditions in connection with such Initial Public Offer(s). The Client acknowledges that without prejudice to the right of the Bank mentioned in Clause 3.3, if he does not fully comply with the terms and conditions of the relative Prospectus and other terms and conditions in connection with such Initial Public Offer(s), the Bank is not required to submit the relevant Completed Application of the Client on his behalf. If there is any inconsistency or conflict between the terms and conditions of the relative Prospectus and other terms and conditions in connection with such Initial Public Offer(s) on one hand and these eIPO Terms on the other hand, in so far as the eIPO Service is concerned, these eIPO Terms shall prevail.
- 9.2 The access to and use of eIPO Service by the Client shall be governed by these eIPO Terms and the terms and conditions set out on the Website, the Mobile App and the Web Pages in relation to the eIPO Service. If there is any inconsistency or conflict among these eIPO Terms, the terms and conditions set out on the Website, the Mobile App and the aforesaid Web Pages, these eIPO Terms shall prevail.
- 9.3 The Client agrees that all transactions or other dealings in respect of those Shares described in Clause 4.4.1 and accounted to the Client by means of the Investment Account or the Securities Account (as the case may be) and the relationship among the Bank, Nominee and the Client in respect of such Shares shall be governed by the Terms and Conditions of Investment Account or, as the case may be, the Securities Account Agreement. If there is any inconsistency or conflict between these eIPO Terms and Terms and Conditions of Investment Account or, as the case may be, the Securities Account Agreement, in so far as the eIPO Service is concerned, these eIPO Terms shall prevail.
- 9.4 The Client agrees that the provision of eIPO Service via Internet Banking and/or Mobile Banking forms part of the eBanking Services, and that the Terms & Conditions for All Accounts and Related Services shall apply to such service, Debit Account and all matters in relation to the same. If there is any inconsistency or conflict between the Terms & Conditions for All Accounts and Related Services and these eIPO Terms, in so far as the eIPO Service is concerned, these eIPO Terms shall prevail.

## 10. Amendments to these eIPO Terms

- 10.1 The Bank may, at any time and from time to time, add to, delete from or otherwise revise any provisions of these eIPO Terms. The Bank shall give notice to the Client for any such addition, deletion or revision by posting such notice on the Website or by such other mean as the Bank shall consider appropriate and such addition, deletion or revision shall become effective and binding on the Client if the Client maintains or uses the eIPO Service on and after the effective date specified in such notice.

## 11. Suspension and Termination

- 11.1 The granting of access to eIPO Service shall be at the Bank's sole discretion and the Bank may suspend or terminate eIPO Service (or any part thereof) granted to the Client at any time it shall deem fit and without notice to the Client for any reason including, without limitation, any breakdown, maintenance, modification, expansion or enhancement work initiated by the Bank, the relevant telecommunication company, Internet service provider or any other relevant person or any request of the relevant telecommunication company or Internet service provider. The Bank shall not assume any liability for any such suspension or termination.
- 11.2 Upon the suspension or termination of eBanking Services, access to eIPO Service shall be suspended or terminated, as the case may be.
- 11.3 Upon the suspension or termination of the Debit Account or Trading Account, access to eIPO Service shall be suspended or terminated, as the case may be.
- 11.4 Subject to Clauses 11.1 to 11.3, the Client may terminate the use of eIPO Service at any time by written notice to the Bank in accordance with Clause 7. The termination of the use of eIPO Service by the Client shall not close any account with the Bank or terminate any other service provided by the Bank to the Client nor shall such termination affect any right of the Bank or any obligation of the Client accrued or existing prior to or at the time of such termination.

## 12. Liabilities of the Bank

- 12.1 The Bank shall not be liable to the Client or any third party for the consequences arising out of or in connection with:
- (a) any failure of eIPO Service (or any part thereof) or inability to access to and/or use eIPO Service (or any part thereof), or
  - (b) any failure, delay, loss, diversion, interception or interruption in transmitting or receiving information or any error, alteration, corruption, inaccuracy, incompleteness or incorrectness in such information, or
  - (c) any leakage of information relating to the Client, his transactions, any Completed Application, the Trading Account, the Debit Account, any Shares successfully allotted to him or any other matter contemplated hereunder, or
  - (d) any loss or damage caused to the Client's data or mobile device (including its setting), and any unauthorized use of password due to the auto-password-saving feature of certain mobile devices,

which is caused by or due to:

- (i) any delay or failure of communication network; any telecommunication breakdown, mechanical failure, power failure, line or system failure, malfunction, interruption or inadequacy of equipment or installation, including mobile device, unless such delay, failure, malfunction, interruption or inadequacy is reasonably foreseeable and is solely and directly caused by the gross negligence or willful default of the Bank;
- (ii) any act or omission of any third party or of the Client or any failure of the Client's equipment, including mobile device, for accessing to and/or using eIPO Service;

	(iii) the provision of eIPO Service according to the particulars provided to and registered with the Bank from time to time unless there is gross negligence or willful default on the part of the Bank and unless it is reasonably foreseeable;
	(iv) unreliable and/or insecure medium of communication like the Internet; or
	(v) any Act of God, government act, actual or presumed terrorist acts, civil commotion, strike, war, fire, flood or explosion or any other factor beyond the reasonable control of the Bank.
12.2	The Bank shall take all reasonable steps to ensure that information made available by eIPO Service is correct and updated at regular intervals. The Client hereby agrees and confirms that all information received via eIPO Service is for reference only and shall not be taken as conclusive evidence of the matters to which it relates. The Client further agrees and acknowledges that no warranty of any kind including, without limitation, warranty of non-infringement of any third party's right or title, warranty as to merchantability, fitness for a particular purpose or freedom from computer virus, Trojan horses, worms, software bombs or similar items is given in conjunction with any such information and the Client understands that it is his duty to do his own checking in relation to such information. The Bank does not assume any liability or responsibility for any decision, Completed Application or transaction made by the Client in reliance on such information. Account statements showing transactions transacted through the Debit Account and the Trading Account shall be supplied by the Bank in accordance with and subject to the terms and conditions respectively governing such accounts. Further, the Client is solely responsible for ensuring adequate protection and back up of data and/or equipment for the Client's mobile device, including taking reasonable and appropriate precautions. The Bank is not responsible for any loss, damage or expenses of any kind which the Client may incur or suffer as a result or in connection with any of the matters set out in this Clause.
12.3	The Client hereby releases the Bank from all liabilities and indemnifies the Bank against all actions, suits, costs, claims, demands, expenses, losses and liabilities reasonably incurred or suffered by the Bank and howsoever arising in consequence of or in any way related to:
	(a) the Bank's acting upon Completed Applications transmitted via eIPO Service by the use of eBanking Identification Number and PIN whether or not such Completed Applications shall have been made with the proper authority of the Client, if the Client has acted fraudulently or with gross negligence or has failed to comply with Clauses 2.5 and 2.6;
	(b) the incorrectness of any information supplied by the Bank to the Client via eIPO Service caused by the malfunction of any of the Bank's equipment, beyond the reasonable control of the Bank, unless reasonably foreseeable and solely and directly caused by the willful default or gross negligence of the Bank.
	(c) the Client or any other person obtaining access via eIPO Service to information relating to the Client or other person or the Completed Applications or transactions of the Client or other person if such access was gained by the use



- of eBanking Identification Number and PIN unless there is gross negligence or willful default on the part of the Bank and unless it is reasonably foreseeable.
- 12.4 In the event of gross negligence or willful default on the part of the Bank as described in Clauses 12.1 and 12.3, the Bank's liability to the Client shall be limited to the value of the relevant transactions or those direct and reasonably foreseeable losses and damages (if any) arising directly and solely from its gross negligence or willful default, whichever is the less. The Bank shall not be responsible for any indirect, incidental, special or consequential loss or damage (including, without limitation, the loss of profits or gains) which may be suffered by the Client or any third party.

### 13. Liabilities of the Client

- 13.1 If the Client has acted fraudulently or with gross negligence, the Client will be responsible for all transactions effected via eIPO Service at any time. Such liability may arise if the Client fails to take all reasonable steps to safeguard the secrecy of the eBanking Identification Number and the PIN and protect the same against theft or loss.
- 13.2 Subject to the provisions hereof and if, in the reasonable opinion of the Bank, there is no fraud, negligence or fault on the part of the Client, the Client shall not be liable for unauthorized transactions performed through eIPO Service due to:
- (a) a computer crime not prevented by the security system of the Bank;
  - (b) a human or system error caused by the Bank, resulting in an improper transaction, leading to the lost or misplaced funds; or
  - (c) a missed or mis-directed payment caused by the Bank.

The Client shall be entitled to reimbursement from the Bank for interest or late penalties (if any) incurred by the Client for missed payments attributable to Clause 13.2 (a) to (c). The Bank's liability to the Client shall be limited to the value of the relevant transactions or those direct and reasonably foreseeable losses and damages (if any) arising directly and solely from its gross negligence or willful default, whichever is the less. The Bank shall not be responsible for any indirect, special or consequential loss or damage including, without limitation, the loss of profits or gains.

### 14. General

- 14.1 If the Client comprises more than one person, each such person acknowledges, confirms and agrees that:
- 14.1.1 any Completed Application made by the Client shall be regarded as made by all such persons and each such person shall be bound by these eIPO Terms and those terms and conditions, documents and agreements mentioned in Clause 9.
  - 14.1.2 under all circumstances, the liability of each such person shall be joint and several.
  - 14.1.3 any authorization or consent of the Client hereunder is given by each such person.
  - 14.1.4 the Bank has no obligation to inquire into the purpose or propriety of any instruction or Completed Application made or to see to the application of any funds delivered by any such person in respect of the Debit Account, Trading Account or any other account jointly held by such persons.

- 14.1.5 notwithstanding any other arrangements which may have been made between such persons, the rule of survivorship shall apply and, on the death of any one of them, subject always to any obligation which the Bank or Nominee may have to freeze any account of the Client (including, without limitation, the Debit Account and the Trading Account) pending ascertainment and settlement of any taxes or duties payable in consequence of that death, all properties held by the Bank or Nominee for the Client shall be held to the order of the survivor, without prejudice to any right the Bank may have in respect of such properties arising out of any set-off, counterclaim, lien, charge, pledge or otherwise whatsoever or to any step which the Bank may deem it desirable to take in view of any third party claims thereto.
- 14.1.6 any one of such persons has full authority to use eIPO Service to apply for the Shares and give any instruction in respect of any matter contemplated hereunder and to receive notice or other communication of any kind, it being understood and agreed that any such notice or communication if addressed to the Client shall be binding on each of them notwithstanding that it has not been sent to or received by every one of them; generally to deal with the Bank in connection with these eIPO Terms as fully and completely as if each of them alone is the sole applicant for the Shares via the eIPO Service or the sole client using the eIPO Service.
- 14.2 The Client hereby undertake to fully indemnify on demand the Bank, any other person appointed by it as agent and their respective directors, officers and employees against all liabilities, claims, demands, costs, expenses and damages of any kind which may be reasonably suffered or incurred by any or more or all of them and all claims, actions or proceedings which may be brought by or against any or more or all of them by any person, directly or indirectly arising out of or in connection with the performance of these eIPO Terms by or on behalf of the Bank and/or the exercise of the powers and rights of the Bank under these eIPO Terms or arising out of any breach by the Client of any of his obligations under these eIPO Terms, unless such liabilities, claims or damages are caused solely and directly by the willful default or gross negligence of the Bank or any other person appointed by it as agent or their respective directors, officers or employees.
- 14.3 (i) The recovery of any cost or expenses under any indemnity contained in these eIPO Terms shall only cover the reasonable amount of those costs and expenses reasonably incurred. (ii) All indemnities specified in these eIPO Terms shall survive the termination of these eIPO Terms.
- 14.4 If any provision of these eIPO Terms is or becomes illegal, invalid or unenforceable in any jurisdiction or place, such illegality, invalidity or unenforceability shall not, in any way, affect or limit the legality, validity or enforceability of: (i) the remaining provisions hereof in that jurisdiction or place; or (ii) such provision and the remaining provisions hereof in other jurisdictions or places.
- 14.5 No failure or delay on the part the Bank in exercising any right or power hereunder shall operate as a waiver thereof or of any other right or power of the Bank nor shall any single or partial exercise of any right or power of the Bank preclude any other or further exercise thereof or the exercise of any other right or power of the Bank.

- 14.6 These eIPO Terms shall be governed by and construed in accordance with the laws of Hong Kong. The Client agrees that any legal actions or proceedings in connection with these eIPO Terms or any dispute arising hereunder may be brought in the Courts of Hong Kong and irrevocably submits to the non-exclusive jurisdiction of such courts. This submission shall not limit the Bank's rights to take proceedings against the Client in whatsoever jurisdiction as it shall seem fit, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- 14.7 Should there be any inconsistency or conflict between the English and Chinese versions of these eIPO Terms, the English version shall prevail.