

## FACSIMILE INDEMNITY

This Facsimile Indemnity (“the Indemnity”) is made on \_\_\_\_\_ by \_\_\_\_\_ (hereinafter referred to as “the SEOCH Participant”) whose registered business is at \_\_\_\_\_

1. Facsimile Instruction Entry

In circumstances where access to DCASS or CCMS by the SEOCH Participant is suspended, restricted or withdrawn pursuant to the Options Clearing Rules, The SEHK Options Clearing House Limited (“SEOCH”) may allow the SEOCH Participant to transmit its instructions relating to DCASS or CCMS functions by facsimile as authorized by the Options Trading Rules, Operational Trading Procedures, Options Clearing Rules and the Operational Clearing Procedures to designated SEOCH or Hong Kong Exchanges and Clearing Limited personnel.

2. Authorisation

SEOCH is hereby authorised to act on any facsimile instruction permitted by the Options Trading Rules, the Operational Trading Procedures, the Options Clearing Rules or Operational Clearing Procedures which in its sole discretion believes emanates from the SEOCH Participant. SEOCH shall not be under any duty to verify the identity of the person or persons giving facsimile instructions purportedly made on the SEOCH Participant’s behalf.

3. Exclusion of Liability

SEOCH, The Stock Exchange of Hong Kong Limited (the “Exchange”) and a recognized exchange controller which is the controller of the Exchange shall not incur any liability (whether based on contract, tort (including, without limitation, negligence), misrepresentation, warranty or any other legal or equitable grounds and without regard to the circumstances giving rise to any purported claim except in the case of wilfull misconduct) for, and the SEOCH Participant hereby waives and releases any claims it might otherwise have to be compensated by SEOCH, the Exchange or a recognized exchange controller which is the controller of the Exchange for, any damages suffered or incurred by the SEOCH Participant or any of its affiliates or any of their respective officers, directors, employees or agents or any other party as a result of approval and execution (or failure thereof) of facsimile instructions from the SEOCH Participant to SEOCH, including but not limited to (1) direct, consequential, collateral, special or indirect damages (such as, without limitation, loss of revenue, loss of profit, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties), even if SEOCH has been advised of the possibility of such losses or damages, or (2) punitive or exemplary damages.

Signed by SEOCH Participant  
(with company chop): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_