

**GENERAL RULES OF CCASS**

**CHAPTER 1**

**INTERPRETATION**

**101. Definitions**

When used herein, the following expressions shall, unless the context otherwise requires, bear the following meanings:

<u>“Exchange Traded Fund”</u>	<u>means any open-ended fund, Unit Trust or similar investment arrangement that is listed and/or traded on the Exchange;</u>
“New Issue”	means, in relation to any Issuer falling within paragraphs (i) and (ii) of the definition of that term in the Rules, the issue or sale of shares in the capital, warrants, Depositary Receipts, Structured Products or Debt Securities of that Issuer and in relation to any Issuer falling within paragraph (iii) of that definition, the first issue or sale of Units on the <del>Unit Trust</del> <u>Exchange Traded Fund</u> of which the Issuer is the manager or trustee, in each case in accordance with the terms and conditions of a Prospectus;
“Unit”	means one undivided share or undivided beneficial interest in an <del>Unit Trust</del> <u>Exchange Traded Fund</u> , a fund or similar investment arrangement;

**CHAPTER 11**

**NOMINEE SERVICES**

**1101. Scope and extent of nominee and similar services**

...

- (viii) the receipt of and compliance with electronic instructions (a) in respect of any application for the issue or redemption of Units / book-entry deposit or withdrawal of Units and (b) to arrange payment of moneys due, and transfers of securities to be made, on issue and redemption of Units / book-entry deposit or withdrawal of Units and to arrange refunds of moneys due, and retransfers of securities to be made, on cancellation or rejection of any such instructions, in each case in accordance with the Operational Procedures;

**1105. Time limit for instructions etc.**

...

Where a Participant gives instructions to HKSCC with respect to any actions, transactions or other matters affecting or relating to any Eligible Securities or New Issue Shares, such instructions may not be amended or revoked by the Participant at any time after the time-limit prescribed by HKSCC for the amendment or cancellation of such instructions or, in the case of electronic applications for the issue and redemption of Units / book-entry deposit or withdrawal of Units, once such instructions have been accepted for processing and/or effected by HKSCC.

...

## CHAPTER 21

### DUTIES AND LIABILITIES OF HKSCC

**2103. Force majeure**

...

Such causes may include, but shall not be limited to, acts of God or the public enemy, acts of a civil or military authority, embargoes, fires, floods, explosions, accidents, labour disputes, mechanical breakdowns, computer or system failures or other failures of equipment, failures of or defects in computer or system software, unavailability of or restrictions on any communication media for whatever reason (whether or not such media is used by Participants), interruptions (whether in whole or in part) of power supplies or other utility or service, any law, decree, regulation or order of any government, competent authority or any court or tribunal, and any other causes beyond HKSCC's control including, without limitation to the foregoing, any similar causes affecting the Exchange, Hong Kong Interbank Clearing Limited (whether or not specified in the Exchange Rules or the rules and regulations of Hong Kong Interbank Clearing Limited), the manager or trustee of any Unit Trust Exchange Traded Fund, an Appointed Depository or a China Connect Clearing House.

...

**2104. HKSCC not to be liable**

...

(xii) any acts, omissions or delays of the manager or trustee of any Unit Trust Exchange Traded Fund or the arranger or promoter of any issue of Units (or any other person involved in their issue) or the employees or agents of any of the foregoing;