

Terms and Conditions

For

Entities other than Listed Issuers, Listing Applicants or Representatives of Listed Issuers or Listing Applicants

1. Interpretation

- (a) Unless otherwise expressly stated to the contrary, terms used herein shall bear the meanings as follows:

Authorised Person	means the person whom the e-Submission User has nominated and authorised to receive the passwords issued by HKEX periodically, the system administrator, the security officers and others who shall have access to and use the e-Submission System;
e-Submission System	means the Internet based system which may be used by an e-Submission User to transmit information, communication or other material to HKEX for the purpose of publication on the Website;
e-Submission User	means a subscriber other than a listed issuer, listing applicant, representative of a listed issuer or representative of a listing applicant, accepted by HKEX to use the e-Submission System;
HKEX	means Hong Kong Exchanges and Clearing Limited, including its successors and assigns;
Publication Information	means information, communication or other material required to be published under the Takeovers Code, or otherwise as may be permitted by HKEX at its absolute discretion, which is submitted or provided by the e-Submission User and/or its representatives acting on its behalf as registered with HKEX to HKEX through the e-Submission System for the purpose of publication on the Website;
Relevant Parties	means subsidiaries, associated companies and affiliates of HKEX from time to time and the respective directors, officers, employees, agents and other representatives of HKEX or any companies aforementioned;
SEHK	means The Stock Exchange of Hong Kong Limited, including its successors and assigns;

Takeovers Code	means the Code on Takeovers and Mergers approved by the Securities and Futures Commission as amended from time to time;
Terms and Conditions	means these terms and conditions as from time to time amended and in force; and
Website	means the official website of HKEX from time to time and/or such other websites (such as the “GEM website” as defined in the Rules Governing the Listing of Securities on the GEM of The Stock Exchange of Hong Kong Limited), form, media or contexts as HKEX may prescribe from time to time for publication of information, communication or other material submitted to HKEX using or through the e- Submission System.

- (b) Headings are for ease of reference only and do not form part of these Terms and Conditions. Words denoting the singular include the plural and vice versa, words denoting one gender include all genders and words denoting persons including corporations and vice versa.

2. Services

The e-Submission System provides the e-Submission User, subject to these Terms and Conditions, with a means to submit Publication Information to HKEX for posting on its Website. HKEX is the operator of the e-Submission System and is responsible for all publication-related matters.

3. Acknowledgement of the Terms and Conditions

- (a) In order to access the e-Submission System, the e-Submission User shall log in by using its registered user ID(s) and user password(s). Access to and use of the e-Submission System is granted to the e-Submission User subject to and in accordance with these Terms and Conditions.
- (b) The use of the registered user ID(s) and user password(s) constitutes the acceptance by the e-Submission User of these Terms and Conditions and once the e-Submission User has logged onto the e-Submission System, the e-Submission User will be deemed to have read and accepted these Terms and Conditions. HKEX reserves the absolute right, at its sole discretion, to vary these Terms and Conditions in any way and at any time, subject to such variation having been drawn to the attention of the e-Submission User by an explicit statement on the special announcement window of the e-Submission System highlighting the variation. By logging onto and/or continuing to use the e-

Submission System, the e-Submission User specifically accepts these Terms and Conditions as varied. A reference in these Terms and Conditions to the e-Submission User logging onto the e-Submission System, or continuing to use the e-Submission System, or otherwise accessing the e-Submission System, shall include any such act done by any person using the user ID(s) and/or user password(s) of the e-Submission User (whether authorised by the e-Submission User or not).

- (c) It is expressly acknowledged by the e-Submission User and each Authorised Person using the user ID(s) and user password(s) and the e-Submission System that the Authorised Person is acting on behalf of the e-Submission User and has the authority to act on its behalf.

4. Proper use of the Registered User ID(s) and Password(s)

- (a) The e-Submission User shall act in good faith, exercise reasonable care and diligence in keeping confidential its registered user ID(s), user password(s), passwords to be used for submission of Publication Information, and any other passwords relating to the e-Submission System provided to the e-Submission User by HKEX. Under no circumstances shall the e-Submission User disclose, assign or allow any use of any of its registered user ID(s), user password(s), passwords to be used for submission of Publication Information and/or any other e-Submission System related passwords or cause them to be disclosed to any unauthorised third party (i.e. any person who is not duly authorised by the e-Submission User to access and/or use the e-Submission System on its behalf). The e-Submission User shall have notified and/or notify HKEX in its application form of the Authorised Persons and expressly agree that it shall not permit any person or entity other than the Authorised Persons and/or its representatives who have been accepted by HKEX to use the e-Submission System to submit Publication Information on behalf of the e-Submission User to access and use the e-Submission System. The e-Submission User will promptly update through the e-Submission System the information in its e-Submission System User profile to reflect any changes to the information provided on the application form including any changes to the authorisations specified therein. The e-Submission User shall procure that all Authorised Persons with access to the e-Submission System are aware of and comply with the Terms and Conditions from time to time in force.
- (b) The e-Submission User shall be fully responsible for any access and use of the e-Submission System by its Authorised Persons, any accidental or unauthorised disclosure of its registered user ID(s), user password(s), passwords to be used for submission of Publication Information and/or any other e-Submission System related passwords to any other person and any unauthorised use of the e-Submission System arising therefrom. The e-Submission User is solely responsible for any damage and liability (including costs, legal costs and expenses) caused to HKEX in connection with or arising from such unauthorised

access and use, and the e-Submission User shall indemnify and hold HKEX harmless for any damage so caused and compromise of HKEX's security. If the e-Submission User becomes aware of or has reasonable grounds to suspect any actual or possible unauthorised use of its registered user ID(s), user password(s), passwords to be used for submission of Publication Information and/or any other e-Submission System related passwords, it shall notify HKEX by phone at such phone number as HKEX may from time to time prescribe and shall confirm the same in writing as soon as practicable immediately afterwards to HKEX. Where HKEX has been notified of any actual or possible unauthorised use of the user ID(s), user password(s), passwords to be used for submission of Publication Information and/or any other e-Submission System related passwords of the e-Submission User or where the e-Submission User is no longer a user of the e-Submission System for any reason, HKEX will forthwith take steps to cancel or invalidate the applicable user account(s) which is comprised of the registered user ID(s) and user password(s), passwords to be used for submission of Publication Information and any other e-Submission System related passwords and notify the e-Submission User but, until such notification, the e-Submission User remains fully responsible for any submission made and any breach of the Terms and Conditions committed by any person gaining access to the e-Submission System (whether authorised by the e-Submission User or not) by means of the e-Submission User's registered user ID(s), user password(s), passwords to be used for submission of Publication Information and/or any other e-Submission System related passwords.

5. Right to use the information submitted through the e-Submission System

Right of HKEX

The e-Submission User agrees and authorises HKEX and grants to HKEX a worldwide irrevocable perpetual royalty-free non-exclusive licence (or sublicense, where applicable) to (i) store, publish, release, distribute or present on the Website or in any other form or context and to whomsoever HKEX deems necessary or appropriate on such terms and conditions as HKEX in its discretion thinks fit any Publication Information, whether pursuant to any obligations under the Takeovers Code to publish such Publication Information or otherwise, without liability of any kind to HKEX and the Relevant Parties; and (ii) make, publish and/or distribute or use derivative works from such Publication Information and all intellectual property and other rights regarding such derivative works shall belong exclusively to HKEX.

6. Delivery of and warranty regarding information

(a) General requirements

- (i) All Publication Information shall be provided to HKEX in a virus-free electronic format according to the timing and procedures specified by HKEX from time to time or in such other manner as may be determined and

promulgated by HKEX from time to time.

- (ii) At all times, the e-Submission User shall not submit any information, communication or other material that infringes any third party's copyrights, patents, trademarks or trade secrets or other intellectual property rights.
- (iii) Each of HKEX and the e-Submission User acknowledges that the Internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the e-Submission User's or HKEX's control. The e-Submission User and HKEX acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of its information, communication or other material resulting in delays in the processing of such information, communication or other material submitted through the e-Submission System. Each of HKEX and the e-Submission User recognizes that it is impossible to maintain flawless security. HKEX shall not be liable for any unauthorised access to the e-Submission System by any third party.
- (iv) In the event that the e-Submission System cannot be accessed by the e-Submission User during normal operational hours of the e-Submission System (whether, as announced by HKEX, due to a technical default, malfunction or breakdown in the e-Submission System), the e-Submission User may submit Publication Information in accordance with the alternative means and procedures specified by HKEX from time to time or in such other manner as may be determined and promulgated by HKEX from time to time.

(b) Information submitted to HKEX for publication

- (i) HKEX represents and the e-Submission User acknowledges and agrees that the e-Submission System is a "passive conduit" whereby HKEX only transmits, passes on and delivers Publication Information in such content and form as it is delivered to HKEX through the e-Submission System by the e-Submission User. As such, HKEX does not have any control over or does not screen the Publication Information delivered to HKEX through the e-Submission System for publication on the Website. HKEX neither accepts nor assumes any obligation in relation to publication of any Publication Information passing through the e-Submission System. HKEX has the right, but not the obligation, to refuse or remove the publication of any Publication Information at its Website or its server or block access over the Internet at its sole discretion and for whatever reason.
- (ii) The e-Submission User represents, warrants and undertakes to HKEX that: A.

any Publication Information submitted is true and accurate and not

misleading, incomplete or false in any material respect, and that such Publication Information has been reviewed and cleared by the Securities and Futures Commission prior to its submission for publication and is published in accordance with all requirements of the Takeovers Code, and all approvals needed for the publication have been obtained and remain valid. No Publication Information submitted to HKEX may be withdrawn save with the permission of HKEX which shall be given at its sole discretion.

- B. any Publication Information submitted to HKEX through the e-Submission System by means of the e-Submission User's password(s) (including where the e-Submission User's passwords used for submission and/or posting of Publication Information was input by a registered representative of the e-Submission User) shall be deemed to be submitted by the e-Submission User.
 - C. it is the owner of all intellectual property rights in the Publication Information, including copyright, trade marks or name, or is duly authorised by the owner in respect of any use of such intellectual property rights for the purposes of these Terms and Conditions.
- (iii) All Publication Information provided by or on behalf of the e-Submission User to HKEX for publication on the Website shall be matters required to be published under the Takeovers Code or otherwise as may be permitted by HKEX at its absolute discretion. The e-Submission User acknowledges that the e-Submission System should not be used to publish any information, communication or other material save as aforementioned, including without limitation, information, communication or other material of a general advertising or promotional nature.

7. Publication of information

- (a) Notwithstanding clause 6(b), HKEX shall have, without giving prior notice to the e-Submission User, the right to at any time after publishing any information, communication or other material on the Website, withdraw the information, communication or other material from the Website if, in the reasonable opinion of HKEX, it is inaccurate, incomplete, false, misleading, out-dated, defamatory, obscene, violates or is likely to violate any applicable laws or regulations or infringes or is likely to infringe any intellectual property rights of any third party or, unless permitted by HKEX at its absolute discretion, where the information, communication or other material is not required to be published under the Takeovers Code.
- (b) Notification and/or confirmation that a submission of Publication Information has been received through the e-Submission System and confirmation that the Publication Information submitted has been published will be provided by HKEX

by way of email or any other means which HKEX considers appropriate.

- (c) For the avoidance of doubt and without prejudice or limitation to paragraph (a) above, nothing in these Terms and Conditions shall be construed as imposing upon HKEX an obligation to publish on the Website any Publication Information submitted to HKEX for publication pursuant to the requirements of the Takeovers Code.

8. Disclaimer of liability

- (a) The e-Submission User acknowledges that any use of or reliance upon any part of the e-Submission System shall be at its sole risk. The e-Submission User further acknowledges that use of the e-Submission System is provided on an "AS IS, AS AVAILABLE" basis and without warranty or condition of any kind, either expressed or implied.
- (b) HKEX and all other Relevant Parties assume no responsibility of any kind for any submission or posting using or made through the e-Submission System. By logging onto and/or continuing to use the e-Submission System and/or by providing to a representative passwords to be used for submission of Publication Information, the e-Submission User is fully responsible for all Publication Information provided to HKEX through the e-Submission System. HKEX and all other Relevant Parties shall not be liable or responsible (whether in tort, contract or otherwise) for any claim for any losses or damages of any kind (whether direct or indirect) whatsoever and howsoever arising from the use of or reliance upon the e-Submission System or any related system or software including any mishandling, omission, non-delivery, delay, negligent or unauthorised use of the e-Submission System or of the e-Submission User's registered user ID(s), user password(s), passwords to be used for submission of Publication Information and/or any other e-Submission System related passwords.
- (c) In addition and without prejudice to the other situations (including those situations covered by the disclaimers contained in the disclaimer statement in any relevant pages of the e-Submission System and the Website):
 - (i) HKEX and all other Relevant Parties accept no responsibility of any kind for the accuracy, completeness or reliability of the content or format of any Publication Information at any time before or after submission and posting of any such Publication Information. It is the sole responsibility of the e-Submission User to ensure that all Publication Information is accurate and compliant with all laws and regulations and has been reviewed and cleared by the Securities and Futures Commission and that such Publication Information has been approved for publication by the e-Submission User.

- (ii) HKEX and all other Relevant Parties shall not be liable for any action taken or for any failure, hindrance or delay in the performance in whole or in part of HKEX's obligations under these Terms and Conditions if such action, failure, hindrance or delay arises out of causes beyond the control of HKEX. 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, sanctions, 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, computer damage due to unauthorised programming routines, unavailability of or restrictions on any communication media for whatever reason, interruptions of power supplies, any law, decree, regulation or order of any government, competent authority, supranational bodies or any court or tribunal and any other causes beyond the control of HKEX.
- (d) The e-Submission User agrees and acknowledges that the exclusion or limitation of liability in these Terms and Conditions is reasonable for the protection of HKEX and other Relevant Parties but, if for any reason under any applicable laws that the exclusion or limitation of certain types of liability may not be permitted, the liability of HKEX and other Relevant Parties will be excluded or limited to the maximum extent permissible by the applicable laws.
- (e) The e-Submission User irrevocably and unconditionally agrees to defend, indemnify in full and hold HKEX and all Relevant Parties harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees) in connection with or arising out of the receipt, approval or execution of any instructions or transmission or publication or storage or possession of any information, communication or other material through the e-Submission System and/or the e-Submission User's breach of these Terms and Conditions and/or its improper use of the e-Submission System (except where HKEX is guilty of anything not done or not omitted to be done in good faith on its part and where such act or omission directly causes such liabilities, damages, claims, actions, costs and expenses).
- (f) If HKEX becomes aware of any facts, circumstances or matters which may result in a claim under the indemnity, it will promptly inform the e-Submission User of the same in writing. HKEX will thereafter deal with such facts, circumstances or matters as it considers appropriate but will keep the e-Submission User fully and promptly informed of all matters relating thereto. HKEX and the e-Submission User shall consult in good faith as to whether to seek to defend or to settle any law suit brought against HKEX arising from such facts, circumstances or matters, save that HKEX shall have the final decision. Where HKEX elects to defend any such claim, the e-Submission User shall, at its expense, provide all such information and assistance and do all such acts and things as HKEX may reasonably require in relation thereto. If HKEX elects not to take any action,

HKEX shall notify the e-Submission User in writing in which case, the e-Submission User shall be entitled, at its cost, to take such action as it deems appropriate in the circumstances and HKEX shall provide such assistance, at the e-Submission User's cost, as the e-Submission User may reasonably request.

9. Intellectual property rights

- (a) Save for any intellectual property rights which the e-Submission User may have in relation to any Publication Information, the e-Submission User acknowledges that the contents and materials of the web pages of the e-Submission System (including the organisation and layout of the web pages) are proprietary to HKEX and the copyright and other intellectual property rights in them belong to HKEX.
- (b) The e-Submission User acknowledges that the e-Submission System and the related systems and software are proprietary to HKEX. The e-Submission User shall not tamper with, modify, decompile, reverse engineer or otherwise alter the web pages of the e-Submission System or any of the related software and the e-Submission User shall not attempt to gain unauthorised access to any part of the web pages of the e-Submission System. HKEX is entitled to deny the e-Submission User's access to all or any part of the e-Submission System if the e-Submission User performs any of the above acts or if HKEX at any time reasonably suspects that the e-Submission User has performed or attempted to perform any of them.

10. Modification, discontinuance or termination

- (a) HKEX reserves the right to modify or discontinue, temporarily or permanently, the e-Submission System (or any part or feature thereof) at any time after giving prior written notification to the e-Submission User if it is practicable, or otherwise, without any prior notification if such notification is not practicable. HKEX may terminate or suspend the e-Submission User's access to all or part of the e-Submission System with effect from any time as it considers appropriate for any reason including, without limitation, breach of these Terms and Conditions or any other terms or conditions as prescribed by HKEX from time to time. When exercising its discretion under this clause, HKEX will take into account all the relevant circumstances and any obligations of the e-Submission User under the Takeovers Code. In particular, HKEX shall be entitled, in its sole discretion, to temporarily suspend all or part of the e-Submission System in order to upgrade or modify the e-Submission System or any related systems or software and/or to restrict the e-Submission User's access to and use of the e-Submission System where HKEX considers it reasonably necessary for the operation or maintenance of the e-Submission System or any related systems or software. HKEX and all other Relevant Parties shall not be liable to the e-Submission User or any third party for any claims of any kind related to such termination, restriction or suspension of the e-Submission System.

- (b) HKEX reserves the right to, and e-Submission User agrees that HKEX may, cancel these Terms and Conditions and terminate the e-Submission User's access and use immediately and without prior notice in the event that, as determined by HKEX in its sole discretion, the e-Submission User fails to fulfil any obligation contained in these Terms and Conditions.

11. Representations and warranties by the e-Submission User

The e-Submission User hereby represents and warrants to HKEX that:

- (i) all information provided to HKEX in relation to its application to become an e-Submission User and all information which may subsequently be provided for the maintenance of its status as an e-Submission User from time to time is complete, correct and accurate;
- (ii) its subscription for use of the e-Submission System and its acceptance and performance of its obligations under these Terms and Conditions have been duly authorised with all necessary corporate or third party approvals obtained and do not violate the constitutive documents of the e-Submission User or any law, regulation or other agreement binding on the e-Submission User;
- (iii) these Terms and Conditions constitute a legally binding and enforceable contract; and
- (iv) in relation to its using the e-Submission System, it shall comply with all applicable laws and regulations including, without limitation, all procedures and directions promulgated by HKEX.

12. Notices

All notices, requests, demands or other communications from HKEX to the e-Submission User may be given orally or in writing and delivered in person, by post, by electronic or wire transmission, by telephone, by fax or by any means of computer data transmission based on the information about the contact details of the e-Submission User as maintained by HKEX.

13. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the e-Submission User hereby unconditionally and irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong in respect of all matters and disputes arising under or in connection with these Terms and Conditions.

14. Personal Data Privacy Policy Statement

- (a) *When the e-Submission User subscribes to the e-Submission System, it shall provide HKEX with a means of contact, information about its authorised representatives and other basic information. Such personal information will be collected only when the e-Submission User expressly and knowingly provides it.*
- (b) *The e-Submission User is supplying the personal information to subscribe to the use of the e-Submission System provided by HKEX. HKEX is collecting the information for the purpose of considering and, if the subscription is accepted, providing the use of the e-Submission System to the e-Submission User. HKEX may use and disclose the e-Submission User's personal information so provided for such purpose and for one or more of the following purposes:*
- for performing or discharging HKEX's functions and those of SEHK and all other Relevant Parties under the relevant laws, rules and regulations;*
 - for research and statistical purposes;*
 - for any other lawful purposes (including for the purpose of, or in connection with, any legal proceedings (including "prospective and threatened legal proceedings")).*
- (c) *The e-Submission User's personal information may be disclosed or transferred by HKEX to SEHK and all other Relevant Parties and/or regulator(s) for any of the above stated purposes. HKEX has security measures in place, which are designed to protect the loss, misuse and alteration of the personal information supplied to HKEX. HKEX seeks to protect the e-Submission User's personal information by requiring the e-Submission User to enter unique user ID(s) and user password(s) registered with HKEX to submit data and to access the history of its submitted data online but HKEX and all other Relevant Parties assume no responsibility of any kind in respect of the effectiveness or integrity of the security measures.*
- (d) *HKEX will strive to maintain personal information supplied to HKEX as accurately as reasonably possible and will retain the personal information for such period as may be necessary for the stated purposes and for the proper discharge of the functions of HKEX and those of SEHK and all other Relevant Parties.*
- (e) *The e-Submission User has the right to request access to and correction of the e-Submission User's personal information in accordance with the provisions of the Personal Data (Privacy) Ordinance. HKEX has the right to charge a reasonable fee for processing any data access request. Any such request for access to and/or correction of the e-Submission User's personal information should be addressed to the Personal Data Privacy Officer of HKEX in writing by either of the following means:*

By mail to: Personal Data Privacy Officer

Hong Kong Exchanges and Clearing Limited

8/F., Two Exchange Square

8 Connaught Place, Central, Hong Kong

By email to: DataPrivacy@HKEX.COM.HK