

Terms and Conditions of HKEX Issuer Access Platform

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Part A: General Terms and Conditions

1 Definitions and Interpretation

- 1.1 Unless otherwise expressly stated to the contrary, capitalised terms used and interpretations adopted in these Terms and Conditions are set out in Schedule 1 (*Definitions and Interpretation*).

2 IAP Services

- 2.1 The HKEX Issuer Access Platform (“**HKEX IAP**”) is a digital platform operated by HKEX to facilitate eligible IAP Users to engage with HKEX and SEHK and improve the collection and dissemination of information from and to them. HKEX IAP provides IAP Users, subject to and in accordance with these Terms and Conditions and the IAP User Guide:

- 2.1.1 an electronic means to submit Publication Information to HKEX for publication;
- 2.1.2 an electronic means to submit Transaction Information to SEHK for its processing;
- 2.1.3 an electronic communication channel available on HKEX IAP for IAP Users to communicate with HKEX and SEHK, including to receive or send messages, receive mass communications or notifications issued by HKEX and SEHK or generated by HKEX IAP;
- 2.1.4 access to and use of the Self-compliance Tools; and
- 2.1.5 such other services as may be provided by HKEX as the operator of HKEX IAP from time to time,

(collectively the “**IAP Services**”).

HKEX is the operator of HKEX IAP and is responsible for all publication-related matters, while SEHK, which operates and maintains the stock markets in Hong Kong and acts as the frontline regulator of companies listed on the markets SEHK operates through the interpretation, administration and enforcement of the Listing Rules, is responsible for oversight of all listing-related transactions and matters.

3 Acknowledgement and Acceptance of the Terms and Conditions

- 3.1 Access to and use of HKEX IAP is granted to each IAP User subject to and in accordance with these Terms and Conditions and the IAP User Guide. An IAP User is bound by these Terms and Conditions and the IAP User Guide from the date its Registration to access and use HKEX IAP has been accepted by HKEX.
- 3.2 Submission to HKEX of a Registration for access to and use of HKEX IAP shall constitute acceptance by an IAP User of these Terms and Conditions and the IAP User Guide.
- 3.3 HKEX reserves the absolute right, in its sole discretion, to unilaterally vary in any way and at any time:
- (i) the IAP User Guide (including the types of IAP Users available or their functions and roles as IAP Users set out therein); and

- (ii) these Terms and Conditions (including any terms and conditions in any User Supplement),

by publishing an updated version(s) of the relevant document on the HKEX Website. The updated version will also be made available to IAP Users when they log in to HKEX IAP following the updated version being published on the HKEX Website. If an IAP User continues to access and use HKEX IAP subsequent to HKEX's publication of the updated version(s) on the HKEX Website, the IAP User will be deemed to have read and accepted those updated version(s).

- 3.4** HKEX or SEHK may, from time to time, modify or enhance any contents, forms, templates or materials on HKEX IAP (including any technical requirements thereof) and the IAP User shall be responsible for complying with such modifications, enhancements or requirements.

4 Terms of Access to and Use of HKEX IAP

Access to and Use of HKEX IAP

- 4.1** To access and use HKEX IAP, each applicant shall submit a Registration to apply and register for access to and use of HKEX IAP. After the Registration is accepted by HKEX, an IAP User shall access and use HKEX IAP via the identity and access management platform designated by HKEX using its Access Credentials.
- 4.2** An IAP User shall designate Authorised User(s) to access HKEX IAP on its behalf, and shall appoint Delegated Administrator(s) upon Registration and procure such Delegated Administrator(s) to administer and manage the IAP User Profile on HKEX IAP (including to reflect any appointment, change and/or removal of other Authorised User(s)) in accordance with the IAP User Guide.
- 4.3** An IAP User may (i) add, change and/or remove any Delegated Administrator(s) via functions available on HKEX IAP, which shall be subject to HKEX's approval, and (ii) update other records on HKEX IAP to reflect any changes to any information previously provided to HKEX or SEHK, in accordance with the IAP User Guide.
- 4.4** An IAP User shall comply with the technical procedures and requirements regarding access to and use of HKEX IAP as designated by HKEX or SEHK from time to time (including through the IAP User Guide).
- 4.5** HKEX may from time to time impose requirements in relation to the use of one-time passwords by Authorised Users to access or use HKEX IAP and each IAP User shall follow the technical requirements in the IAP User Guide. Such one-time passwords may be generated by (i) HKEX IAP and sent to the IAP User via email (based on the contact details of the IAP User as maintained by HKEX); or (ii) the identity and access management platform designated by HKEX and sent to the IAP User via email (based on the contact details of the IAP User as maintained by HKEX) or a third-party application installed on the IAP User's own electronic device, as the case may be, and where a third-party application needs to be installed:
 - 4.5.1** the IAP User shall install such third-party application on an electronic device which is owned and controlled by the IAP User and follow the technical requirements specified by such third-party application;

- 4.5.2** the IAP User acknowledges that any use of such third-party application may be governed by separate terms and conditions imposed by the relevant third-party service provider which the IAP User shall comply with;
- 4.5.3** the IAP User shall not install such third-party application on any electronic device (or the operating system of which) that has been modified outside the electronic device or operating system vendor supported or warranted configurations. This includes any device that has been "jail-broken" or "rooted", which means one that has been freed from the limitations imposed on it by the mobile service provider and/or the phone manufacturer without their approval. The installation of such third-party application on a jail-broken or rooted device may compromise security and lead to fraudulent transactions; and
- 4.5.4** the IAP User accepts the risks (including cybersecurity risks) of (i) installing, using or the failure of, any third-party application on its own electronic device or operating system to generate the one-time passwords; and (ii) receiving any one-time passwords via email.
- 4.6** Each IAP User shall, and shall procure that its Authorised Users, comply with these Terms and Conditions and the IAP User Guide, as from time to time amended and in force. An IAP User shall be fully liable and responsible for any access to and use of HKEX IAP by its Authorised Users. Breach of any provisions in these Terms and Conditions or the IAP User Guide by an Authorised User shall be deemed to be a breach by the IAP User.

Proper use of the Access Credentials

- 4.7** An IAP User shall keep confidential its Access Credentials. It shall not disclose, assign or allow any use of its Access Credentials to or by, or cause its Access Credentials to be disclosed to or come into the possession or control of, any unauthorised person. An IAP User shall not permit any person other than its Authorised Users (including Delegated Administrators) to access and use HKEX IAP. An IAP User shall be responsible for ensuring the security of the Access Credentials assigned to it and its Authorised Users.
- 4.8** Each IAP User acknowledges and agrees that the use of Access Credentials, all acts and omissions carried out and Submissions provided on or through HKEX IAP (or via any alternative means and procedures), by it and its Authorised Users are duly authorised, made on behalf of, and legally binding upon the IAP User as if any such use, acts, omissions or Submissions were its own.
- 4.9** If an IAP User becomes aware of or has reasonable grounds to suspect any actual or possible unauthorised use of its Access Credentials and/or any breach of these Terms and Conditions or the IAP User Guide, the IAP User shall promptly notify HKEX and SEHK by email, at such email address set out in the IAP User Guide or as HKEX and SEHK may otherwise specify from time to time. Upon receipt of such a notice from the IAP User or where the IAP User is no longer a user of HKEX IAP for any reason, HKEX will as soon as commercially practicable cancel or invalidate the applicable Access Credentials and notify the IAP User (where it remains as a user of HKEX IAP). However, until such cancellation or invalidation becomes effective, the IAP User remains fully responsible and liable for all actions taken, including any breach of these Terms and Conditions or the IAP User Guide committed, by any person gaining access to or using HKEX IAP (whether in fact authorised by the IAP User or not) by means of the IAP User's Access Credentials.

Types of IAP Users

- 4.10** An applicant may submit a Registration as one type of IAP User when applying and registering for an IAP user account. The IAP User Guide will set out (i) the available types of IAP Users, (ii) the functions and roles of each type of IAP User, (iii) the access right of each type of IAP User, (iv) the mechanism for designating or delegating the functions to Authorised Users or other IAP User(s) and (v) the mechanism for accessing or using functions on HKEX IAP, as determined by HKEX or SEHK in its sole discretion from time to time.
- 4.11** HKEX may, in its sole and absolute discretion, determine if the applicant submitting a Registration can be admitted as an IAP User, and to which type of IAP User it will be assigned.
- 4.12** Each type of IAP User will be granted access to such information on HKEX IAP that is necessary for it to perform its functions as the type of IAP User as determined by HKEX or SEHK on a case-by-case basis. Each IAP User shall procure that its Authorised Users adhere to the functions and roles with respect to the relevant type of IAP User set out in the IAP User Guide.

5 IAP Information

Delivery and processing of IAP Information

- 5.1** In relation to any IAP Information, each IAP User shall ensure that:
- 5.1.1** it has obtained all necessary consents and authorisations prior to submitting the IAP Information, including to the extent that such IAP Information contains any information or instruction provided on behalf of another IAP User;
 - 5.1.2** the IAP Information shall be provided via HKEX IAP (or via any alternative means and procedures) in a virus-free electronic format according to the timing, input format (including the format of the upload) and procedures specified by HKEX or SEHK from time to time or in such other manner as may be determined and prescribed by HKEX or SEHK from time to time (including through the IAP User Guide);
 - 5.1.3** the IAP Information is true and accurate and is not misleading, incomplete or false in any material respect; and
 - 5.1.4** the IAP Information does not and will not infringe any third party's copyrights, patents, trademarks or trade secrets or other intellectual property rights.

Use and processing of the IAP Information

- 5.2** An IAP User acknowledges that:
- 5.2.1** where applicable, the IAP Information submitted via HKEX IAP (or via any alternative means and procedures) will be deemed to have been dually filed with the Commission pursuant to section 7(3) of the Securities and Futures (Stock Market Listing) Rules (Cap.571V, Laws of Hong Kong); and
 - 5.2.2** the provision of information that is false or misleading in a material particular to the Commission constitutes an offence under section 384 of the SFO. Without prejudice to the generality of the foregoing, an IAP User further acknowledges that section 384(3) of the SFO applies to any IAP Information deemed to have been dually filed

with the Commission under Clause 5.2.1 and that this Clause 5.2.2 constitutes prior written warning as required under section 384(3)(b) of the SFO.

- 5.3** The IAP User acknowledges that HKEX, SEHK and the Commission may make use of any IAP Information in any form or context and provide all or any of the IAP Information to law enforcement agencies or whosoever HKEX, SEHK or the Commission, respectively, deems necessary or appropriate for the administration or fulfilment of the functions or obligations of HKEX, SEHK, or the Commission (as the case may be) under any Applicable Laws in force from time to time without liability of any kind to HKEX, SEHK, the Commission and all other Relevant Parties.
- 5.4** Except authorised to do so by HKEX or SEHK, an IAP User shall only use information obtained from HKEX IAP for the purposes of performing its obligations hereunder and/or for compliance with the Listing Rules, the Takeovers Code and other Applicable Laws.
- 5.5** Each IAP User acknowledges that HKEX and SEHK shall have no obligation to act on any IAP Information (including to effect any transaction or take any other action) to the extent that HKEX or SEHK in its respective sole discretion considers that:
- 5.5.1** doing so may be contrary to or violate these Terms and Conditions, the IAP User Guide and/or any Listing Rules, the Takeovers Code or other Applicable Laws;
 - 5.5.2** doing so may be contrary to any agreement entered into by HKEX, SEHK or any other Relevant Parties;
 - 5.5.3** such IAP Information does not appear to be authentic or given with proper authority;
 - 5.5.4** such IAP Information does not contain sufficient details for HKEX or SEHK (as the case may be) to act upon it;
 - 5.5.5** such IAP Information conflicts with or duplicates with other IAP Information given or purportedly given by, or on behalf of, the IAP User to HKEX or SEHK (as the case may be); or
 - 5.5.6** such IAP Information is not provided within a reasonable timeframe prior to any prescribed deadline as set out from time to time in any Listing Rules, the Takeovers Code or other Applicable Laws (where applicable) or in accordance with the IAP User Guide.
- 5.6** If there are any conflicting IAP Information, HKEX and SEHK shall deem the last IAP Information received through HKEX IAP (or via any alternative means and procedures), if applicable, not withdrawn or cancelled at the time of the relevant prescribed deadline as set out from time to time in any Listing Rules, the Takeovers Code or other Applicable Laws (where applicable) or in accordance with the IAP User Guide, as prevailing and deem such last IAP Information as irrevocable.

Publication of information by HKEX

- 5.7** Confirmation that (i) a submission of IAP Information has been received through HKEX IAP (or via any alternative means and procedures); and (ii) the Publication Information submitted has been published, will be provided by notifications issued to the IAP User through HKEX IAP or other means which HKEX or SEHK (as the case may be) considers appropriate.
- 5.8** Each IAP User acknowledges and agrees that HKEX only transmits, passes on and delivers Publication Information in such content and form as it is delivered to HKEX through HKEX

IAP (or via any alternative means and procedures) by the IAP User. HKEX does not have any control over and does not review or screen the Publication Information delivered to HKEX through HKEX IAP (or via any alternative means and procedures) for publication on the HKEX Website. HKEX does not accept or assume any obligation in relation to the publication of any Publication Information passing through HKEX IAP (or via any alternative means and procedures) including the accuracy, completeness or reliability thereof at any time before or after submission by the IAP User or after publication. HKEX has the right, but not the obligation, to refuse or remove the publication of any Publication Information on the HKEX Website or its server or block access over the Internet to that Publication Information, in each case at its sole discretion and for whatever reason.

5.9 Each IAP User shall ensure that:

- 5.9.1** any information, communication or other material (including the Publication Information) which (i) is inaccurate, incomplete, false, misleading, out-dated, defamatory, obscene; (ii) violates or is likely to violate any Listing Rules, the Takeovers Code or other Applicable Laws, these Terms and Conditions or the IAP User Guide, or (iii) infringes or is likely to infringe any intellectual property rights of any third party, shall not be submitted via HKEX IAP (or via any alternative means and procedures);
- 5.9.2** where applicable, any Publication Information submitted via HKEX IAP (or via any alternative means and procedures) has been reviewed and cleared by SEHK and any relevant regulator(s) prior to its submission for publication and is published in accordance with all requirements of the Listing Rules, the Takeovers Code and other Applicable Laws and all approvals needed for the publication have been obtained and remain valid. No Publication Information submitted via HKEX IAP (or via any alternative means and procedures) may be withdrawn save with the permission of HKEX which shall be given at its sole discretion; and
- 5.9.3** it shall not use HKEX IAP (or any alternative means and procedures) to submit any information, communication or other material for publication including information, communication or other material of a general advertising or promotional nature.

5.10 Notwithstanding Clause 5.8:

- 5.10.1** HKEX is entitled to, without giving prior notice to the IAP User, at any time after publishing any information, communication or other material (including any Publication Information) on the HKEX Website, withdraw such information, communication or other material from the HKEX Website:
 - (i) if, in the reasonable opinion of HKEX, such information, communication or other material does not comply with the requirement under Clause 5.9; or
 - (ii) unless permitted by HKEX at its absolute discretion, such information, communication or other material is not required to be published under the Listing Rules, the Takeovers Code or other Applicable Laws;
- 5.10.2** nothing in these Terms and Conditions or the IAP User Guide shall be construed as imposing upon HKEX an obligation to publish on the HKEX Website any Publication Information submitted to HKEX for publication pursuant to the requirements of the Listing Rules, the Takeovers Code or other Applicable Laws.

Records on HKEX IAP

- 5.11** At HKEX's or SEHK's sole and absolute discretion, HKEX or SEHK will enable the viewing and downloading of electronic records of IAP Information provided or made through HKEX IAP (or via any alternative means and procedures) by an IAP User upon logging into the IAP user account, such viewing and downloading is subject to the IAP User's access rights and restrictions as determined by HKEX or SEHK, and is in such manner and for such period of time set out in the IAP User Guide or otherwise determined by HKEX or SEHK from time to time. HKEX or SEHK shall have no obligation to provide audit trail and/or to report to an IAP User on matters arising from that IAP User's use of HKEX IAP.
- 5.12** If any electronic record of IAP Information is provided to an IAP User, the IAP User shall be responsible for promptly checking and reconciling such record with its own records and notifying HKEX and SEHK of any error or omission in such manner set out in the IAP User Guide or otherwise determined by HKEX or SEHK from time to time. An IAP User shall not place reliance on any such record provided, and shall independently ensure that all relevant obligations under the Listing Rules, the Takeovers Code and other Applicable Laws are complied with.

Electronic Signature

- 5.13** As permitted by HKEX, SEHK or any other Relevant Party, an IAP User may use an Electronic Signature to authenticate or approve the electronic record of IAP Information via HKEX IAP (or via any alternative means and procedures) in such manner set out in the IAP User Guide. Subject to approval by HKEX, SEHK or any other Relevant Party in its sole and absolute discretion, these Terms and Conditions, any of the Registration Documents, IAP Information or any other documents (including any amendments thereto from time to time) in connection with the access to and use of HKEX IAP and/or any IAP Services, and which require offer, acceptance or submission by execution, may be signed using an Electronic Signature.
- 5.14** In using an Electronic Signature, an IAP User acknowledges and agrees that:
- 5.14.1** the relevant document to which the Electronic Signature attaches may be electronically signed and the use by the IAP User of the Electronic Signature shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of the intention of the IAP User to be legally bound as if such Electronic Signature had been written by hand and/or executed in wet ink;
 - 5.14.2** where the IAP User is executing a relevant document on behalf of any other person, electronic execution of the document is permitted and agreed to by such person, and that the IAP User has been duly and fully authorised to so execute the document on behalf of such person;
 - 5.14.3** the electronic form of the relevant document to which the Electronic Signature attaches satisfies any requirement for the document to be a "writing" and/or "in writing" and/or be "signed" and constitutes an original when printed from electronic records maintained by HKEX, SEHK or the Relevant Party in its ordinary course of business;
 - 5.14.4** the Electronic Signature shall have the same legal effect, validity and enforceability as a manually-executed written signature, chop or company seal;

- 5.14.5 the place of execution of the relevant document shall be deemed to be Hong Kong regardless of the physical location of the IAP User when the Electronic Signature is applied;
- 5.14.6 in respect of the relevant document, the agreement is deemed to have been formed in Hong Kong between the IAP User and HKEX, SEHK or the Relevant Party;
- 5.14.7 the electronic record of any relevant document signed with an Electronic Signature satisfies the requirement of integrity under the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong);
- 5.14.8 the Electronic Signature sufficiently identifies the IAP User and confirms its/his/her intention to authenticate or approve the relevant document. The attachment of the Electronic Signature in accordance with the IAP User Guide and these Terms and Conditions shall be deemed valid and binding under Applicable Laws;
- 5.14.9 the electronic record of any relevant document signed with an Electronic Signature shall not be denied admissibility in any legal proceedings on the sole ground that it is an electronic record; and
- 5.14.10 it further waives any basis for objecting to the use of an Electronic Signature, the validity or enforceability of or the admission of electronic records of the relevant document in evidence in the course of legal proceedings.

Language

- 5.15 English and Chinese versions of a form or document may be concurrently available in HKEX IAP. In case of any inconsistency, the English version shall prevail.
- 5.16 Where any form or document is submitted by, for or on behalf of an IAP User in English and Chinese versions, in the event of any inconsistency between the English and Chinese versions of the form or document submitted, the English version shall be deemed as the final form or document submitted and prevail.

6 Operational hours and alternative arrangements

- 6.1 HKEX may, in its sole discretion, determine and specify in the IAP User Guide the operational hours of HKEX IAP and the hours during which corresponding technical and operational support services are provided.
- 6.2 If HKEX IAP cannot be accessed by an IAP User during normal operational hours of HKEX IAP for whatever reason, the IAP User may submit the IAP Information and/or receive information from HKEX and SEHK in accordance with the alternative means and procedures specified by HKEX or SEHK from time to time (including through the IAP User Guide).

7 Data protection

- 7.1 Without prejudice to Clause 5.1.1 and the HKEX IAP Privacy Notice, an IAP User shall ensure that it acts in full compliance with all Applicable Laws, including requirements under the Data Privacy Legislation before submitting any IAP Information which contains personal data via HKEX IAP (or via any alternative means and procedures). Where required under applicable Data Privacy Legislation, an IAP User shall ensure it gives notification to and/or obtains all necessary written consents from each data subject to allow (a) HKEX to operate HKEX IAP, and (b) HKEX, SEHK and any relevant regulators to collect, disclose and further

process IAP Information which contains personal data for the purposes listed in the HKEX IAP Privacy Notice.

- 7.2** An IAP User also acknowledges and agrees to HKEX's, SEHK's and all other Relevant Parties' processing of personal data as described in the HKEX IAP Privacy Notice.

8 Intellectual property and proprietary rights

- 8.1** Save for any intellectual property or proprietary rights which an IAP User may have in relation to any IAP Information submitted via HKEX IAP (or via any alternative means and procedures), an IAP User acknowledges and agrees that the contents and materials on HKEX IAP, the IAP Website and the HKEX Website (including the organisation and layout of the web pages) or other information not on HKEX IAP, the IAP Website and the HKEX Website (including any modifications or amendments thereto) provided by HKEX, SEHK or any other Relevant Parties are and remain proprietary to HKEX Group and/or the relevant licensor(s) (as applicable) and all copyright and other intellectual property rights and proprietary rights in them belong to HKEX Group and/or the relevant licensor(s) (as applicable).
- 8.2** An IAP User acknowledges and agrees that HKEX IAP, the IAP Website, the HKEX Website and all related systems and software (including all intellectual property and proprietary rights in connection therewith) are and remain proprietary to HKEX Group and/or the relevant licensor(s) (as applicable). Subject to the IAP User's compliance with these Terms and Conditions and the IAP User Guide, HKEX (as agent for and on behalf of all other Relevant Parties) grants and shall procure that the relevant licensor(s) (as applicable) grant to the IAP User a limited, non-exclusive, non-transferable, non-sublicensable and royalty-free right to access and use HKEX IAP, the IAP Website, the HKEX Website and any of the related systems or software solely for the purpose of performing the IAP User's obligations in accordance with these Terms and Conditions and the IAP User Guide.
- 8.3** Unless otherwise expressly permitted by HKEX, SEHK or other relevant third parties, an IAP User shall not, directly or indirectly, (i) convert, adapt, alter, modify, enhance, add to, delete, decompile, reverse engineer, create or compile derivative works (including through framing or systematic retrieval to create collections, compilations, databases or directories) from or otherwise tamper with HKEX IAP, the IAP Website, the HKEX Website, any of the related systems or software or any information accessed thereon; or (ii) conduct, facilitate, enable, authorise or permit any text or data mining or web scraping (including mining or scraping of any individual's personal data) in relation to HKEX IAP, the IAP Website, the HKEX Website, any of the related systems or software or any information accessed thereon, for any purpose. This includes using, permitting, authorising or attempting the use of:
- 8.3.1** any automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of HKEX IAP, the IAP Website, the HKEX Website, any of the related systems or software or any information accessed thereon; and
- 8.3.2** any automated analytical technique aimed at analysing text and data (including any individual's personal data) in digital form to generate information or develop, train, fine-tune or validate artificial intelligence systems or models which includes patterns, trends and correlations.

- 8.4** An IAP User shall not attempt to gain unauthorised access to any part of HKEX IAP, the IAP Website, the HKEX Website, any of the related systems or software or any information accessed thereon. HKEX or SEHK is entitled to deny an IAP User's access to, or require the IAP User to immediately cease access to, all or any part of HKEX IAP, the IAP Website, the HKEX Website, any of the related systems or software or any information accessed thereon if the IAP User performs any of the acts referred to in Clause 8.3 or if HKEX or SEHK at any time reasonably suspects that the IAP User has performed or attempted to perform any of them.
- 8.5** Without limiting the performance or discharge of functions of HKEX and SEHK under the Listing Rules, the Takeovers Code or other Applicable Laws, an IAP User agrees and authorises:
- 8.5.1** 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 HKEX IAP, the IAP Website, the HKEX Website and/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 Listing Rules, the Takeovers Code or other Applicable Laws, without liability of any kind attaching to HKEX or any other Relevant Parties; and (ii) make, publish, distribute and/or use derivative works from such Publication Information and acknowledges that all intellectual property and other rights regarding such derivative works shall belong exclusively to HKEX Group; and
- 8.5.2** SEHK to make use of all Transaction Information in any form or context and provide all or any of the Transaction Information to whomsoever SEHK deems necessary or appropriate for the administration or fulfilment of the functions or obligations of SEHK under the Listing Rules, the Takeovers Code or other Applicable Laws without liability of any kind attaching to SEHK or any other Relevant Parties.

9 Representations, warranties and undertakings

- 9.1** Without prejudice to the supplemental representations and warranties provided by an IAP User in the User Supplement applicable to it, each IAP User hereby represents, warrants and undertakes to HKEX, SEHK and all other Relevant Parties on each date that it accesses or uses HKEX IAP, or provides IAP Information to or through HKEX IAP (or via any alternative means and procedures) that:

Authority and capacity

- 9.1.1** the IAP User has the legal right and capacity and full power and authority to enter into (whether by way of attaching an Electronic Signature or otherwise) and perform its obligations under these Terms and Conditions, the IAP User Guide and any contracts created through any IAP Information submitted via HKEX IAP (or via any alternative means and procedures);
- 9.1.2** the IAP User has taken all necessary corporate actions to authorise the entry into (including by way of attaching an Electronic Signature, where applicable) and performance of its obligations under these Terms and Conditions, the IAP User Guide and any contracts created through any IAP Information submitted via HKEX

IAP (or via any alternative means and procedures), and such actions remain in full force and effect for so long as it remains an IAP User;

- 9.1.3 before an IAP User accesses and uses HKEX IAP, submits any IAP Information via HKEX IAP (or via any alternative means and procedures) on behalf of any person (including the IAP User itself or another IAP User) or acts on information received from HKEX IAP (or via any alternative means and procedures), the IAP User has obtained all necessary licenses, consents, qualifications and approvals (including authorisations from such person to act on its behalf) and the IAP Information shall be binding on and enforceable against such person;
- 9.1.4 to the extent that an IAP User delegates any of its functions to another IAP User, it shall be responsible for the actions taken by its delegates and the accuracy, truth, adequacy and completeness of the IAP Information submitted by such delegates on its behalf;
- 9.1.5 an IAP User's Authorised User who makes or has made any IAP Information on behalf of the IAP User has the full power and authority to do so;
- 9.1.6 there are no actions, suits, proceedings, or regulatory investigations pending or threatened against the IAP User that might materially affect its ability to meet and carry out its user functions and roles on or through HKEX IAP;
- 9.1.7 it is the owner of all intellectual property rights in the IAP Information, including copyright, trademarks or name, or is duly authorised by the owner in respect of any use of such intellectual property rights for the purposes contemplated under these Terms and Conditions;
- 9.1.8 where an Electronic Signature is used on a document, the constitutional documents of the IAP User shall not or would not prohibit the use of Electronic Signatures by the IAP User to authenticate, authorize or approve such document;

Compliance with Applicable Laws and other requirements

- 9.1.9 an IAP User's access to and use of HKEX IAP and its acceptance and performance of its obligations comply with:
 - (i) all of the Terms and Conditions (including the applicable User Supplement(s)) and the IAP User Guide;
 - (ii) all Applicable Laws (including the Listing Rules and the Takeovers Code);
 - (iii) the constitutive documents of the IAP User;
 - (iv) the requirements under all applicable consents and/or approvals obtained by the IAP User;
 - (v) any agreement(s) binding on the IAP User;
 - (vi) all procedures and directions promulgated by HKEX, SEHK or any other Relevant Parties; and
 - (vii) other requirements as HKEX, SEHK or any other Relevant Parties may from time to time prescribe and notify the IAP Users of;

Information submitted by an IAP User

- 9.1.10** all IAP Information submitted via HKEX IAP by means of an IAP User's Access Credentials shall be deemed to be authorised by and submitted by or on behalf of the IAP User;
- 9.1.11** it has the lawful basis (including, where relevant under applicable Data Privacy Legislation, having obtained the necessary consents) to provide personal data via HKEX IAP (or via any alternative means and procedures) to enable HKEX, SEHK and all other Relevant Parties to process personal data according to the HKEX IAP Privacy Notice;
- 9.1.12** all IAP Information submitted or provided by an IAP User, including any personal data contained therein, is and remains complete, up-to-date, true and accurate and is not misleading;
- 9.1.13** all IAP Information submitted or provided by an IAP User complies with Clauses 5.1 and 5.9; and

Binding contract

- 9.1.14** these Terms and Conditions constitute a legally binding and enforceable contract.
- 9.2** Each IAP User acknowledges that performance of or on behalf of that IAP User of its roles and functions on HKEX IAP and the access to and use of any IAP Services by that IAP User do not guarantee or represent compliance by that IAP User or another IAP User on whose behalf the IAP User is acting for with any requirements under the Listing Rules, the Takeovers Code and other Applicable Laws. Each IAP User is required to ensure its compliance with all requirements and responsibilities under the Listing Rules, the Takeovers Code and other Applicable Laws. HKEX, SEHK and all other Relevant Parties shall have no obligation or duty to monitor the access to and use of HKEX IAP by any IAP User under any circumstances.
- 9.3** Without prejudice to HKEX's and SEHK's rights under the Listing Rules, the Takeovers Code and other Applicable Laws, each IAP User shall:
 - 9.3.1** promptly notify HKEX and SEHK in writing, if at any time any of the representations, warranties and undertakings in this Clause 9 becomes materially inaccurate or untrue, or it breaches any of the representations, warranties and undertakings given in this Clause 9; and
 - 9.3.2** otherwise inform HKEX and SEHK promptly if any IAP Information submitted via HKEX IAP (or via any alternative means and procedures) becomes incorrect, incomplete, inaccurate, misleading, or not up to date for any reason, and provide relevant supporting documents at the request of HKEX or SEHK.

10 Liability

Liability for IAP Information

- 10.1** HKEX, SEHK and all other Relevant Parties accept no responsibility of any kind for (i) the content or format of any Publication Information at any time before or after submission and posting of any such Publication Information (including the accuracy, completeness or reliability thereof), and (ii) the contents of any IAP Information or other communication or

instruction made through HKEX IAP (or via any alternative means and procedures) and/or any reliance thereon. It is the sole responsibility of the IAP User to ensure that all Publication Information is accurate and compliant with all requirements of the Listing Rules, the Takeovers Code and other Applicable Laws and has, where applicable, been reviewed and cleared by SEHK and any relevant regulator(s) and that such Publication Information has been approved for publication by an Issuer User.

- 10.2** Acceptance or processing of any IAP Information or other communication or instruction received on or via HKEX IAP (or via any alternative means and procedures) shall not deem the information therein to have been verified or confirmed by HKEX, SEHK or any other Relevant Parties.
- 10.3** An IAP User shall be fully liable and responsible for any IAP Information or other communication or instruction made by the IAP User on HKEX IAP (or via any alternative means and procedures), whether the IAP User is doing so for itself or on behalf of another IAP User (whether as another IAP User's delegate or otherwise). If an IAP User is using any template, document or form which is pre-populated and/or generated through HKEX IAP, or any pre-calculated data from HKEX IAP or any upload, the IAP User shall be responsible for checking the accuracy, truth, adequacy and completeness of all information, calculation, confirmation, declaration, form and document before submitting or confirming them via HKEX IAP (or via any alternative means and procedures).

Disclaimers

- 10.4** The exclusions and/or limitations of liability set out in these Terms and Conditions are in addition and without prejudice to other exclusions and limitations of liability applicable to the performance of any obligations by HKEX, SEHK and/or all other Relevant Parties, including disclaimer statements on the HKEX Website or the IAP Website.
- 10.5** An IAP User acknowledges and agrees that:
- 10.5.1** any access to, use of or reliance upon any part of HKEX IAP and the IAP Services shall be at the IAP User's sole risk. The use of HKEX IAP and the IAP Services is provided on an "AS IS, AS AVAILABLE" basis and without any representation, warranty or guarantee of any kind, whether express or implied;
 - 10.5.2** HKEX endeavours to ensure the accuracy, reliability, adequacy, timeliness or completeness of information available, transmitted or provided through or on HKEX IAP, but does not guarantee that HKEX IAP and the IAP Services will operate to any prescribed standard; and
 - 10.5.3** it is the IAP User's responsibility to (i) independently ensure its own compliance with the Listing Rules, the Takeovers Code and other Applicable Laws, (ii) independently verify any notifications, reminders, alerts, mass communications or other communications generated by HKEX IAP or sent to the IAP Users, or any outputs produced by the Self-compliance Tools before relying on or acting on them, and (iii) seek independent professional advice on legal, tax and other issues in connection with the use of HKEX IAP, IAP Services, these Terms and Conditions, the Registration Documents, the IAP User Guide and any other transactions which may affect such IAP User under the Listing Rules, the Takeovers Code and other Applicable Laws.

10.6 Notwithstanding any other Clauses under these Terms and Conditions or any provisions in the IAP User Guide, none of HKEX, SEHK nor the other Relevant Parties shall be liable to any IAP User or any third party, whether in contract (including under any indemnity), in tort (including negligence), under statute, or otherwise under or in connection with these Terms and Conditions, the IAP User Guide and the Registration Documents for:

10.6.1 any Losses incurred to the extent that such Losses are caused by, or are a result of:

- (i) any errors, incompleteness, inaccuracy, unreliability, omissions, misstatements or misrepresentations (express or implied) regarding any information available on HKEX IAP (including electronic records, if any) or via any IAP Services, or any use or misuse of or reliance on HKEX IAP or information available thereon, or the IAP Services;
- (ii) any access to, use, reliance upon or inability to access and use HKEX IAP or any contents, forms, templates or materials therein, any related system or software, the IAP Services or any part thereof, or any alternative means and procedures referenced in Clause 6.2, including any interruption, interception, suspension, delay, loss, mishandling, omission, non-delivery, unavailability or other failure, or any negligent or unauthorised access to or use of HKEX IAP or IAP User's Access Credentials or user account (including by the IAP User's Authorised Users, by any person using the IAP User's Access Credentials or otherwise in connection with the IAP User's user account);
- (iii) the contents of any IAP Information or instructions made by any IAP User, including any use, misuse of or reliance thereof;
- (iv) any errors, inaccuracy or omission in, or any reliance placed by an IAP User on, the IAP Services (including the Self-compliance Tools), including any notifications, alerts, mass communications or other communications received or issued by an IAP User (via HKEX IAP or any alternative means and procedures) or issued by HKEX or SEHK (via HKEX IAP or any alternative means and procedures);
- (v) any modifications or enhancements to any contents, forms, templates or materials on HKEX IAP, including any technical requirements thereof;
- (vi) any interruption, suspension or delay of HKEX IAP and its related system or software or the IAP Services, which may be caused by the unpredictable and inherently unreliable medium of the Internet and other technologies, which each IAP User acknowledges is beyond HKEX's, SEHK's and all other Relevant Parties' control. The IAP Users acknowledge that there may be delays in the transmission, communication or processing of any information or communication submitted to or obtained from HKEX IAP (or via any alternative means and procedures). Where there is interruption, suspension or delay of HKEX IAP and its related system or software or the IAP Services, HKEX, SEHK and (as applicable) any other Relevant Parties will endeavour to remediate but none accept any liability for any Losses arising from or in connection with any such interruption, suspension or delay;
- (vii) the installation, use or misuse of or reliance upon the IAP User's own, or any third-party services, application, device, software, hardware, equipment,

network or infrastructure (including cloud services and data storage engaged by HKEX, SEHK and any other Relevant Parties) in connection with the access to and use of HKEX IAP, including any omission, failure, incorrect performance or any associated risks thereof. HKEX, SEHK and all other Relevant Parties do not guarantee the provision of uninterrupted or error-free HKEX IAP or IAP Services and none of them is responsible for any relevant acts or omissions of the IAP User or the relevant third-party service provider thereof;

- (viii) any use of or reliance on the identity and access management platform designated by HKEX, any one-time password generated and used in connection with HKEX IAP, or of any third-party application installed by an IAP User in relation to such one-time passwords, which in each case is provided on an “AS IS, AS AVAILABLE” basis and without any representation, warranty or guarantee of any kind, whether express or implied. Each IAP User acknowledges that HKEX, SEHK and all other Relevant Parties are not liable for any interruption, suspension or delay in the transmission of any such one-time passwords or any interruption, suspension, delay, loss, mishandling, omission, non-delivery, unavailability, or other failure relating to the identity and access management platform designated by HKEX or such third-party application;
- (ix) use of any hyperlinks to any third-party websites on the HKEX Website, IAP Website or HKEX IAP which are each made available at the IAP User’s own risk. HKEX, SEHK and all other Relevant Parties disclaim responsibility for the content or availability of any such hyperlinks or third-party websites and do not endorse or approve them and are not responsible for any IAP User’s access to or use of such hyperlinks or third-party websites;
- (x) any unauthorised access, hacking, data breaches, malware or other cybersecurity threats impacting HKEX IAP, the identity and access management platform designated by HKEX or any IAP Services. Each IAP User acknowledges that HKEX, SEHK and (as applicable) any other Relevant Parties will endeavour to minimise related security risks but these are beyond HKEX’s, SEHK’s and all other Relevant Parties’ control;
- (xi) any action taken or any failure, hindrance or delay in performance (in whole or in part) of HKEX’s, SEHK’s or any other Relevant Parties’ obligations under these Terms and Conditions or the IAP User Guide, to the extent it arises from a Force Majeure Event;
- (xii) any HKEX’s, SEHK’s or any other Relevant Parties’ act, failure to act or delay to act on any IAP Information in accordance with Clause 5.5 or 5.6;
- (xiii) any modification, discontinuance, restriction, suspension and termination of HKEX IAP and/or any or all the IAP Services under Clause 12;
- (xiv) any termination of a Registration with respect to HKEX IAP under these Terms and Conditions; or

10.6.2 any indirect or consequential losses, loss of profit, loss of revenue, loss of contract, loss or corruption of data, loss of goodwill or business interruption.

- 10.7** An IAP User agrees that the exclusion and/or limitation of liability in these Terms and Conditions is reasonable for the protection of HKEX, SEHK and all other Relevant Parties. To the extent such exclusion and/or limitation is restricted under Applicable Laws, the liability of HKEX, SEHK and all other Relevant Parties shall be excluded and/or limited to the maximum extent permissible under Applicable Laws.

11 Indemnity

- 11.1** Without prejudice to the indemnities given by each IAP User under the applicable User Supplement, to the maximum extent permitted under Applicable Laws, each IAP User (and each IAP User on behalf of any of its Authorised Users and other delegates) hereby indemnifies, defends and holds harmless HKEX, SEHK and all other Relevant Parties against all Losses suffered or incurred by any of them directly or indirectly arising from or in connection with:
- 11.1.1** access to and use of HKEX IAP and the IAP Services in any way, including any improper access to or use and any unauthorised use of HKEX IAP and the IAP Services by the IAP User, or by any person using the IAP User's Access Credentials or otherwise in connection with the IAP User's user account;
 - 11.1.2** the IAP User's conduct, acts or omissions or any reliance thereof, including the use, processing or transmission of any IAP Information or any instructions or communications given by the IAP User, or any Submission lacking authorisation or being incorrect, incomplete, inaccurate or misleading, or the IAP User's failure to notify HKEX and SEHK regarding any Submission which subsequently becomes incorrect, incomplete, inaccurate or misleading;
 - 11.1.3** any breach or non-compliance by the IAP User of its obligations under these Terms and Conditions, the IAP User Guide, the Listing Rules, the Takeovers Code or other Applicable Laws;
 - 11.1.4** any breach by the IAP User of any representation, warranty, acknowledgement and undertaking given by it under these Terms and Conditions and the IAP User Guide;
 - 11.1.5** the installation, use of or reliance on the identity and access management platform designated by HKEX or any third-party application installed by the IAP User on its electronic device under Clause 4.5, including any interruption, interception, suspension or delay in the transmission of one-time passwords; and
 - 11.1.6** any matters in relation to Clauses 5.5 and 5.6.
- 11.2** Each of HKEX or SEHK (as the case may be) and each IAP User shall consult each other in good faith as to whether to seek to defend or to settle any proceedings brought against HKEX, SEHK or any other Relevant Parties arising from any facts, circumstances or matters which might result in a claim under any indemnity given by that IAP User under these Terms and Conditions, save that HKEX or SEHK (as the case may be) shall have the final decision.
- 11.3** Where HKEX or SEHK (as the case may be) elects to defend any proceedings or claim referred to in Clause 11.2, the IAP User shall, at its expense, provide all information and assistance and do all such acts and things as HKEX or SEHK (as the case may be) may reasonably require in relation thereto. If HKEX or SEHK (as the case may be) elects not to take any action in respect of such proceedings or claim, HKEX or SEHK (as the case may be) shall notify the IAP User in writing, in which case the IAP User may, with the prior written

consent of HKEX or SEHK (as the case may be), at its own cost, take such action as it deems appropriate in the circumstances, provided that the IAP User shall not:

11.3.1 make any admission or take any other action which might be prejudicial to the interest of HKEX or SEHK or any proceedings or claim; or

11.3.2 settle or compromise any proceedings or claim,

without the express prior written consent of HKEX or SEHK (as the case may be). HKEX or SEHK (as the case may be) shall provide such reasonable assistance, at the IAP User's cost, as the IAP User may reasonably request in respect of any action that it so takes.

12 Modification, discontinuance, suspension and termination

12.1 HKEX or SEHK reserves the right, at its sole discretion, to modify or discontinue HKEX IAP, the IAP Website, the HKEX Website and/or the IAP Services temporarily or permanently, whether in whole or in part (including to suspend, restrict or terminate each or certain IAP User's access to and use of any part of HKEX IAP, the IAP Website, the HKEX Website and/or the IAP Services), including in connection with any of the following:

12.1.1 to upgrade, operate, maintain or modify HKEX IAP, the IAP Website, the HKEX Website, the IAP Services or any related systems or software;

12.1.2 where HKEX or SEHK considers it reasonably necessary for the security, integrity or performance of HKEX IAP, the IAP Website, the HKEX Website, the IAP Services or any related systems or software; or

12.1.3 for any other reason that HKEX or SEHK deems appropriate to comply with the Listing Rules, the Takeovers Code or other Applicable Laws, or it is in the best interests of HKEX, SEHK, any other Relevant Parties or other IAP Users.

12.2 In the event that any Event of Default occurs to an IAP User, or upon request by a relevant regulator, or HKEX or SEHK considers appropriate for any reason in its sole and absolute discretion, HKEX or SEHK may vary, restrict, suspend or terminate the IAP User's access to HKEX IAP, the IAP Website, the HKEX Website and/or any or all applicable IAP Services immediately or on such terms and for such period as the relevant regulator, HKEX or SEHK (as the case may be) shall deem appropriate and without prior notice. Neither the relevant regulator, HKEX nor SEHK shall be required to give any reasons for the exercise of its powers under this Clause 12.2 and its decision shall be final and binding on the IAP User. When exercising its discretion under this Clause 12.2, HKEX or SEHK may take into account all the relevant circumstances and any obligations of the IAP User under the Listing Rules, the Takeovers Code and other Applicable Laws.

12.3 At any time after the effective date of termination of the IAP User's access to HKEX IAP, the IAP Website, the HKEX Website and/or the IAP Services under Clause 12.1, 12.2 or 4.9, (i) HKEX and SEHK shall have the right to decline to accept any IAP Information, instruction or give effect to any transaction involving such IAP User, if HKEX or SEHK considers it appropriate in the interests of HKEX, SEHK or any other IAP User; and (ii) the license granted by HKEX to the IAP User under Clause 8.2 shall immediately cease.

12.4 Termination of the IAP User's access to HKEX IAP, the IAP Website, the HKEX Website and/or the IAP Services shall not affect that IAP User's accrued rights and liabilities under these Terms and Conditions (including its obligation to fully pay or settle any and all fees,

expenses or sums accrued and owed to HKEX, SEHK or any other Relevant Parties, where applicable) or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination, including Clause 1 (*Definitions and Interpretation*), 4.8 and 4.9 (*Proper use of the Access Credentials*), Clause 7 (*Data protection*), Clause 8 (*Intellectual property and proprietary rights*), Clause 9 (*Representations, warranties and undertakings*), Clause 10 (*Liability*), Clause 11 (*Indemnity*), Clause 12.3 and this Clause 12.4 (*Modification, discontinuance, suspension and termination*), Clause 13 (*Events of Default*), Clause 14 (*Miscellaneous*), Schedule 1 (*Definitions and Interpretation*), Paragraphs 4 (*Representations, warranties and undertakings*) and 5 (*Specific indemnities*) of the Issuer User Supplement (as applicable) and Paragraphs 5 (*Representations, warranties and undertakings*) and 6 (*Specific indemnities*) of the Advisor User Supplement (as applicable). For the purposes of settlement of any rights or liabilities of the IAP User, HKEX and SEHK may continue to treat the IAP User as an IAP User in accordance with these Terms and Conditions and the IAP User Guide.

13 Events of Default

13.1 Each of the following shall be deemed an “**Event of Default**” under these Terms and Conditions and the IAP User Guide:

- 13.1.1** an IAP User fails to comply with or, in the opinion of HKEX or SEHK, breaches any provision of (i) these Terms and Conditions, (ii) the IAP User Guide or (iii) any other agreement, understanding or arrangement which the IAP User has from time to time entered into with HKEX or SEHK;
- 13.1.2** an IAP User fails to meet the eligibility criteria set out in the relevant User Supplement including by ceasing to maintain any permit, licence, approval and/or registration necessary for its business operations relevant to its eligibility for or use of HKEX IAP and/or the IAP Services;
- 13.1.3** an IAP User defaults, or threatens or proposes to default, in payment of any sum payable, or fails to meet any obligation owed by it, to HKEX, SEHK or any other Relevant Parties, where applicable;
- 13.1.4** HKEX or SEHK becomes aware of circumstances affecting a client, associate or affiliate of an IAP User which HKEX or SEHK considers, in its sole and absolute discretion, may result in that IAP User being unable to meet any obligation under the Listing Rules, the Takeovers Code or other Applicable Laws, or under any rule of or its contract with HKEX, SEHK or any other Relevant Parties; or
- 13.1.5** HKEX or SEHK considers it necessary or desirable, in its sole and absolute discretion, to take action under these Terms and Conditions and the IAP User Guide for the protection of HKEX, SEHK, any other Relevant Parties or other IAP Users.

13.2 Upon the occurrence of any one or more of Events of Default, without prejudice to its other rights and obligations under these Terms and Conditions and the IAP User Guide, HKEX or SEHK shall be entitled, in its sole and absolute discretion, then or at any time thereafter while such event is, in the opinion of HKEX or SEHK (as the case may be), continuing unremedied, to take such other action as it deems necessary or desirable for the protection of HKEX, SEHK or any other Relevant Parties at the IAP User's expense and, if appropriate, in its name; and for these purposes the IAP User grants full authority and power to HKEX

and SEHK to perform any and all acts necessary on its behalf including acts and the execution of documents in its name.

14 Miscellaneous

14.1 Confidentiality. An IAP User shall and shall procure that its Authorised Users keep confidential all information made available to it via HKEX IAP (or via any alternative means and procedures) and any communications and correspondence from HKEX, SEHK or any other Relevant Parties that relate to HKEX IAP and/or the IAP Services, except to the extent where:

14.1.1 confidentiality is expressly waived;

14.1.2 the information in question is already publicly available; or

14.1.3 the information is required to be disclosed by governmental or regulatory authorities, a court, under Applicable Laws, or for the purpose of seeking legal advice or defence in legal proceedings.

14.2 Notice. All notices, requests, demands or other communications in connection with these Terms and Conditions, the Registration Documents and the IAP User Guide (i) from HKEX, SEHK or any other Relevant Party to an IAP User or (ii) from an IAP User to HKEX, SEHK or any other Relevant Party, may be given orally (followed by email), via HKEX IAP or otherwise in writing delivered in person, by post, by fax or by email or any other means of computer data transmission, based on the contact details of the relevant IAP User as maintained by HKEX or the contact details of HKEX, SEHK or the other Relevant Parties, as the case may be.

14.3 No partnership. Unless otherwise stated, nothing in these Terms and Conditions shall be deemed to constitute a partnership between HKEX and an IAP User, between SEHK and an IAP User, or between any other Relevant Party and an IAP User, or constitute any such party the agent or trustee of any other party for any purpose.

14.4 No assignment. Unless otherwise specified under these Terms and Conditions, an IAP User shall not assign, delegate, transfer, sub-contract or otherwise deal with any or all of its rights and obligations without the consent of HKEX and SEHK hereunder. HKEX and SEHK may assign, delegate, transfer or sub-contract any or all of its rights and obligations to a successor operator in title at any time by providing prior notice to the IAP User.

14.5 No third-party enforcement. Except HKEX, SEHK, the Relevant Parties and the Commission which each may enforce their rights, or unless otherwise specified under these Terms and Conditions, no other person who is not a party to these Terms and Conditions has a right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce these Terms and Conditions.

14.6 Final and binding decision.

14.6.1 HKEX or SEHK may, in the interests of the efficient operation of HKEX IAP and/or in the interests of an IAP User, waive the application of any condition or requirements of, or pursuant to, these Terms and Conditions or the IAP User Guide.

14.6.2 Unless expressly provided to the contrary, all questions concerning the interpretation or application or any other matter in connection with these Terms and Conditions or the IAP User Guide (including any order, directions or guidance issued by HKEX,

SEHK or any other Relevant Parties) shall be determined by HKEX or SEHK (or any other Relevant Parties), as applicable, whose decision, provided it is made in good faith, shall be final and binding on all parties.

- 14.7** No waiver. HKEX's, SEHK's, any other Relevant Parties' or the Commission's failure or delay in exercising or enforcing any of its rights against an IAP User shall not operate as a waiver of such rights nor shall it prejudice or affect HKEX's, SEHK's, all other Relevant Parties' or the Commission's rights subsequently to act strictly in accordance therewith.
- 14.8** Severability. If any provision of these Terms and Conditions or the IAP User Guide is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of these Terms and Conditions or the IAP User Guide shall remain operative and binding.
- 14.9** Language. Further to and without prejudice to Clauses 5.15 and 5.16, to the extent of any inconsistency in meaning between the English version and the Chinese version of any provision in these Terms and Conditions, the IAP User Guide and any other relevant documents, the English version shall prevail.
- 14.10** Governing law. These Terms and Conditions or the IAP User Guide shall be construed and interpreted in accordance with the laws of Hong Kong.
- 14.11** Dispute resolution. Any dispute, controversy, difference or claim arising out of or relating to these Terms and Conditions or the IAP User Guide including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms and Conditions or the IAP User Guide shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted.
- 14.11.1** The seat of arbitration shall be Hong Kong.
- 14.11.2** The number of arbitrators shall be one to be appointed pursuant to the HKIAC Administered Arbitration Rules.
- 14.11.3** The arbitration proceedings shall be conducted in English.

Schedule 1 (Definitions and Interpretation)

1 Definitions

1.1 As used in the Terms and Conditions, the Registration Documents or the IAP User Guide, the following terms and expressions have the meanings set out below:

Access Credentials	means any username, identification number, password, security key, security token, PIN or other security code, method, technology or device set up and assigned in accordance with the IAP User Guide and used to verify authorisation to access and use HKEX IAP.
Advisor User	means an IAP User which uses HKEX IAP in the capacity of a professional practitioner, including legal, financial and other professional advisors, and whose Registration to use HKEX IAP as an Advisor User has been accepted by HKEX.
Advisor User Supplement	means the supplemental terms and conditions set out in Part B2 of these Terms and Conditions, as from time to time amended and in force which apply to an IAP User which uses HKEX IAP in the capacity of an Advisor User.
Applicable Laws	means any of the following, whether in Hong Kong or elsewhere, to the extent it is applicable to HKEX, SEHK, the other Relevant Party, the Commission or an IAP User: (i) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time; (ii) the common law and the law of equity; (iii) any binding court order, judgment or decree; (iv) any listing or trading rules (including, where applicable, the Listing Rules); (v) any applicable industry code, policy or standard enforceable by law; or (vi) any applicable direction, policy, requirement, rule or order that is mandated by a relevant regulator.
Authorised User	means a human user or machine user who or which is designated and authorised by an IAP User (through a Delegated Administrator or otherwise) to access and use HKEX IAP on its behalf.
Commission	means the Securities and Futures Commission of Hong Kong.
Data Privacy Legislation	means the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) and any other similar laws or regulations relating to data protection in any jurisdiction that are applicable to an IAP User or its use of HKEX IAP, as such laws are from time to time amended and in force.

Delegated Administrator	means an Authorised User assigned by an IAP User to administer and manage the IAP User Profile and access rights of the IAP User's Authorised Users on HKEX IAP in accordance with the IAP User Guide.
Electronic Signature	means any letters, characters, numbers or other symbols or data in electronic form attached to or logically associated with an electronic record, and signed or adopted for the purpose of authenticating or approving the electronic record.
Event of Default	has the meaning given to it under Clause 13.
Force Majeure Event	means an event beyond the reasonable control of HKEX, SEHK, all other Relevant Parties or an IAP User, including acts of God or a public enemy, acts of a civil or military authority, embargoes, sanctions, pandemics, fires, floods, explosions, accidents, labor 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, or any law, decree, regulation or order of any government, competent authority, supranational bodies or any court or tribunal.
GEM	means GEM operated by SEHK.
General Terms and Conditions	means Part A of these Terms and Conditions, containing the general terms and conditions of HKEX IAP, including Schedule 1 (<i>Definitions and Interpretation</i>), as from time to time amended and in force, which applies to all IAP Users.
HKEX	means Hong Kong Exchanges and Clearing Limited, including its successors and assigns.
HKEX Group	means HKEX and its subsidiaries, associated companies and affiliates.
HKEX IAP	has the meaning given to it under Clause 2.1.
HKEX IAP Privacy Notice	means the HKEX IAP privacy notice (as from time to time amended and in force) available at the IAP Website and/or as otherwise provided by HKEX from time to time.
HKEX Website	means the official website of HKEX at https://www.hkex.com.hk (where issuer and director information shall be displayed), the official website of HKEXnews at https://www.hkexnews.hk (which may be used for publishing issuers' regulatory information), the official website of HKEX Group at https://www.hkexgroup.com , and/or such other websites specified by HKEX from time to time.
HKIAC	has the meaning given to it under Clause 14.11.
Hong Kong	means the Hong Kong Special Administrative Region of the People's Republic of China.
IAP Information	means any information (including an individual's personal data), communication, instruction, or other material submitted or provided by an IAP User through HKEX IAP (or via any alternative means and procedures), and where the context so requires, shall include any

	Submission; for illustrative purposes, such information shall include information submitted in connection with (i) the Registration for access to and use of HKEX IAP; and (ii) the IAP User's access to and continued use of HKEX IAP.
IAP Services	has the meaning given to it under Clause 2.1.
IAP User	means a subscriber accepted by HKEX to use HKEX IAP in the capacity as indicated in its Registration and which includes an Issuer User, an Advisor User or such other types of IAP Users to whom HKEX or SEHK may agree to provide the IAP Services from time to time and, where the context so requires, includes any accepted subscriber's Authorised Users.
IAP User Guide	means any user guide, FAQs or other manuals from time to time updated, and made available, by HKEX or SEHK to the IAP Users in respect of their access to, and use of, HKEX IAP.
IAP User Profile	means the access profile of an IAP User, which contains the details and identity of such IAP User, a list of Authorised Users of such IAP User and the respective user functions and roles of each Authorised User.
IAP Website	means the official website of HKEX IAP accessible via the HKEX official website (located at https://www.hkex.com.hk) or such other website address specified by HKEX or SEHK from time to time.
Issuer User	means an IAP User which uses HKEX IAP (i) in the capacity of a Listed Issuer or (ii) in the capacity of an applicant for listing which has been approved by the Listing Committee and pending to be listed on the Main Board or GEM, and in either case, whose Registration to use HKEX IAP as an Issuer User has been accepted by HKEX.
Issuer User Supplement	means the supplemental terms and conditions set out in Part B1 of these Terms and Conditions, as from time to time amended and in force, which apply to an IAP User which uses HKEX IAP in the capacity of an Issuer User.
Listed Issuer	has the meaning of "listed issuer" given to it under the Listing Rules.
Listing Committee	has the meaning of "Listing Committee" given to it under the Listing Rules.
Listing Rules	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited or the rules governing the listing of securities on GEM (as applicable) made by SEHK from time to time, including any appendices to such rules, any listing agreement or other contractual arrangement entered into with any party pursuant thereto, and the guides, letters, decisions, rulings and other directives of SEHK made in pursuance thereof.
Losses	means liabilities, damages, actions, claims, proceedings, costs (including reasonable legal costs), fees, expenses, taxes, assessments, losses, fines, penalties and damages of any nature (including the interest accrued to any such amount), whatsoever and howsoever caused, arising directly or indirectly.

Main Board	means the stock market operated by SEHK prior to the establishment of GEM (excluding the options market) and which stock market continues to be operated by SEHK in parallel with GEM. For the avoidance of doubt, the Main Board excludes GEM.
Publication Information	means information, communication or other material which is submitted or provided by an IAP User to HKEX through HKEX IAP (or any alternative means and procedures) for the purpose of publication on any HKEX Website pursuant to the Listing Rules, the Takeovers Code, other Applicable Laws or as otherwise may be permitted by HKEX in its absolute discretion.
Registration	means a person's registration to access and use HKEX IAP by submitting a complete set of Registration Documents to HKEX in the manner prescribed by HKEX, and where the context so requires, means an IAP User's registration which has been approved by HKEX.
Registration Documents	means the following items(s) through which a person may apply and register for access to and use of HKEX IAP as a specific type of IAP User: (i) a completed company registration form (including company details and information relating to a Delegated Administrator); (ii) a duly signed letter of acceptance confirming acceptance of these Terms and Conditions; and (iii) any other related forms and/or information prescribed by HKEX or SEHK from time to time.
Relevant Party	means each member of HKEX Group from time to time and the respective directors, officers, employees, agents and other representatives of each such member.
SEHK	means The Stock Exchange of Hong Kong Limited, a subsidiary of HKEX, including its successors and assigns.
Self-compliance Tools	means tools available on HKEX IAP for use by IAP Users from time to time which aim to assist with self-compliance of the IAP Users in meeting the IAP Users' obligations under the Listing Rules, including functionalities such as to-do lists, important notices, a calendar calculator, submission validation and reminders and non-compliance messages.
SFO	means the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong).
Submission(s)	includes Publication Information and Transaction Information.
Takeovers Code	means the Code on Takeovers and Mergers approved by the Commission, as from time to time amended and in force.
Terms and Conditions	means these terms and conditions (containing both General Terms and Conditions in Part A and the applicable User Supplement in Part B), as from time to time amended and in force.

Transaction Information	means information, communication or other material submitted or provided by an IAP User to SEHK through HKEX IAP (or any alternative means and procedures) (whether pursuant to any requirements under the Listing Rules, the Takeovers Code or other Applicable Laws) and any correspondence between SEHK and an IAP User for the purpose of processing transactions or other matters.
upload	includes the direct input of e-form data fields, upload of documents or other methods prescribed by HKEX or SEHK from time to time.
User Supplement	means any Issuer User Supplement, Advisor User Supplement or any other user supplements from time to time in Part B of these Terms and Conditions.

2 Interpretation

- 2.1** Headings are provided for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.
- 2.2** Words and expressions in the singular include the plural and vice versa.
- 2.3** The words “includes” and “including” are to be construed without limitation.
- 2.4** References to a “person” includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality).
- 2.5** References to clauses and schedules are to Clauses of, and Schedules to, the General Term and Conditions. References to paragraphs are to Paragraphs of a User Supplement.
- 2.6** A reference or references in these Terms and Conditions, the Registration Documents, the IAP User Guide, and within HKEX IAP to:
- 2.6.1** times and days are, unless otherwise stated, references to times and calendar days in Hong Kong;
 - 2.6.2** an IAP User shall, as the context requires, include its Authorised Users;
 - 2.6.3** an IAP User’s Access Credentials shall be deemed to refer to its Authorised Users’ Access Credentials;
 - 2.6.4** an IAP User’s conduct or act (including logging into, using and continuing to use, or otherwise accessing HKEX IAP) shall include any such conduct or act done by any person using the Access Credentials of the IAP User or purportedly with the authority of the IAP User, whether in fact authorised by the IAP User or not; and
 - 2.6.5** the access to and use of (including submission of information and materials to HKEX and SEHK via) HKEX IAP by an IAP User shall include any alternative means or procedures designated by HKEX or SEHK for use in facilitating such access and use by the IAP User.
- 2.7** To the extent that there is any conflict or inconsistency between any of the documents set out below, the following order of precedence shall prevail:
- 2.7.1** any applicable User Supplement; then

2.7.2 the Clauses of the General Terms and Conditions; then

2.7.3 the IAP User Guide.

2.8 Nothing in the General Terms and Conditions, User Supplements and the IAP User Guide shall be interpreted in any manner that is prejudicial to HKEX's and SEHK's rights under the Listing Rules, the Takeovers Code and other Applicable Laws.

Part B: User Supplement

B1: Issuer User Supplement

Capitalised terms used in this Issuer User Supplement have the meanings given to such terms in the General Terms and Conditions, unless otherwise defined herein. Nothing in this Issuer User Supplement or the General Terms and Conditions is intended to or shall derogate from the duties and obligations of Issuer Users under the Listing Rules, the Takeovers Code and other Applicable Laws.

1 Application

- 1.1** This Issuer User Supplement shall apply to a Listed Issuer or an applicant for listing which has been approved by the Listing Committee and pending to be listed on the Main Board or GEM, each of whom has submitted a Registration to access and use HKEX IAP as an Issuer User.
- 1.2** This Issuer User Supplement is supplemental to the General Terms and Conditions of HKEX IAP.

2 Eligibility

- 2.1** To be eligible to access and use HKEX IAP as an Issuer User, the person shall be:
 - 2.1.1** a Listed Issuer; or
 - 2.1.2** an applicant for listing which has been approved by the Listing Committee and pending to be listed on the Main Board or GEM,in each case, whose Registration has been accepted by HKEX.
- 2.2** At HKEX's or SEHK's sole discretion, an Issuer User which is a Listed Issuer and which has been delisted from the Main Board or GEM for three years or more may be disqualified as an Issuer User.
- 2.3** An Issuer User which is a Listed Issuer and which has been delisted from the Main Board or GEM for less than three years may remain eligible as an Issuer User but the functions and roles available to such Issuer User may be limited as prescribed in the IAP User Guide.

3 Functions available to an Issuer User and its Delegated Administrator

- 3.1** The functions and roles available on HKEX IAP to an Issuer User are set out in the IAP User Guide.
- 3.2** With respect to an Issuer User which is an applicant for listing which has been approved by the Listing Committee and pending to be listed on the Main Board or GEM, such Issuer User's functions and roles available on HKEX IAP may be restricted as prescribed in the IAP User Guide.
- 3.3** The Issuer User may engage and designate professional practitioners who have registered with and accepted by HKEX as Advisor Users to act on its behalf following the procedures as prescribed in the IAP User Guide. The Issuer User may then (via a Delegated Administrator) delegate the performance of certain functions and roles available to the Issuer

User on HKEX IAP to such Advisor Users as prescribed in the IAP User Guide. The Issuer User shall ensure that each of its Advisor User is given clear roles and responsibilities to enable the Issuer User to comply with its obligations under these Terms and Conditions and the IAP User Guide. The Issuer User acknowledges that HKEX or SEHK has the right, but not the obligation, to verify that each of the Issuer User's Advisor Users is duly authorised by the Issuer User.

- 3.4** The Issuer User acknowledges that any IAP Information provided on or through HKEX IAP (or via any alternative means and procedures), by it and its Advisor Users may be relied on by HKEX or SEHK. In the event of any conflicting IAP Information whether from itself or any of its Advisor Users, Clause 5.6 of the General Terms and Conditions shall apply to resolve such conflict, notwithstanding from whom the last IAP Information was received.
- 3.5** The Issuer User's designation of or delegation to its Authorised User, its Delegated Administrator or its Advisor User shall not relieve the Issuer User of its obligations to HKEX, SEHK and all other Relevant Parties under these Terms and Conditions, the IAP User Guide, the Listing Rules, the Takeovers Code and/or other Applicable Laws.
- 3.6** Performance, or purported performance, of any function on HKEX IAP (or via any alternative means and procedures), including the submission of any IAP Information, shall not of itself be regarded as compliance with any duties and obligations (whether regulatory or otherwise) of any Issuer User under the Listing Rules, the Takeovers Code and other Applicable Laws. The Issuer User shall be responsible and liable for complying with all requirements under the Listing Rules, the Takeovers Code and other Applicable Laws.

4 Representations, warranties and undertakings

Without prejudice to Clause 9 of the General Terms and Conditions, each Issuer User hereby represents, warrants and undertakes to HKEX, SEHK and all other Relevant Parties that:

- 4.1** each of its Advisor Users is duly appointed by the Issuer User to act on its behalf in relation to all matters in connection with HKEX IAP, including all dealings with HKEX, SEHK and all other Relevant Parties; and the Issuer User undertakes to (via a Delegated Administrator) cancel the delegation referred to in Paragraph 3.3 of this Issuer User Supplement on HKEX IAP as soon as it becomes aware of any potential or actual termination of such appointment of any Advisor User for whatever reason;
- 4.2** where an Authorised User or an Advisor User of an Issuer User takes any actions or makes Submissions on behalf of an Issuer User on or via HKEX IAP (or via any alternative means and procedures), such actions and Submissions shall be deemed to be duly authorised and made by the Issuer User, and shall be binding and enforceable against the Issuer User;
- 4.3** where an Authorised User or an Advisor User of an Issuer User does any conduct or act on behalf of an Issuer User or purportedly with the authority of an Issuer User on or via HKEX IAP (or via any alternative means and procedures), this will be deemed to be the conduct or act of the Issuer User, whether in fact authorised by the Issuer User or not;
- 4.4** the Issuer User undertakes to be responsible for all actions taken by its Authorised User(s) or Advisor User(s) and the completeness and accuracy of the IAP Information in all material respects submitted by such Authorised User(s) or Advisor User(s) on or via HKEX IAP (or via any alternative means and procedures); and

- 4.5** in consideration for its access to and use of HKEX IAP, it shall satisfy and continue to satisfy all applicable eligibility criteria set out under Paragraph 2 of this Issuer User Supplement. The Issuer User shall promptly notify HKEX and SEHK in writing if it ceases to meet any such eligibility criteria or becomes aware of any circumstances that might reasonably affect its eligibility status.

5 Specific indemnities

Without prejudice to Clause 11 of the General Terms and Conditions, to the maximum extent permitted under Applicable Laws, an Issuer User hereby irrevocably and unconditionally agrees to defend, indemnify in full and hold HKEX, SEHK and all other Relevant Parties harmless from and against all Losses arising from or in connection with any non-compliance or breach of Paragraph 4 of this Issuer User Supplement.

B2: Advisor User Supplement

Capitalised terms used in this Advisor User Supplement have the meanings given to such terms in the General Terms and Conditions, unless otherwise defined herein. Nothing in this Advisor User Supplement or the General Terms and Conditions is intended to or shall derogate from the duties and obligations of Advisor Users under the Listing Rules, the Takeovers Code and other Applicable Laws.

1 Application

- 1.1** This Advisor User Supplement shall apply to an Advisor User who has submitted a Registration to access and use HKEX IAP as an Advisor User.
- 1.2** This Advisor User Supplement is supplemental to the General Terms and Conditions of HKEX IAP.

2 Definition

For purpose of this Advisor User Supplement, “**Insolvency Event**” means a proceeding, procedure or arrangement under any applicable bankruptcy, corporate or insolvency law, or a judicial composition, an assignment or arrangement for the benefit of creditors, or an application for a receiver, custodian, conservator, administrator, judicial manager, liquidator or trustee, in each case that has been filed or applied for, by or against an Advisor User, or any distress, execution or other process that is levied or enforced or served upon or against any property of an Advisor User, or an order that has been made or a resolution has been passed for an Advisor User’s bankruptcy, winding up, liquidation, administration, scheme, compromise, arrangement or judicial management.

3 Eligibility

All professional practitioners, including legal, financial and other professional advisors, are eligible to apply to be an Advisor User. However, to be eligible to access and use HKEX IAP as an Advisor User, each professional practitioner shall be a person whose Registration has been accepted by HKEX.

4 Functions available to an Advisor User and its Delegated Administrator

- 4.1** The functions and roles available on HKEX IAP to an Advisor User are set out in the IAP User Guide.
- 4.2** With respect to an Advisor User which has registered with and been accepted by HKEX but has yet to be designated by and delegated to an Issuer User to perform any functions and roles on behalf of the Issuer User on HKEX IAP, such Advisor User’s functions and roles available on HKEX IAP may be restricted to matters as prescribed in the IAP User Guide. The Advisor User acknowledges that HKEX or SEHK has the right, but not the obligation, to verify that the Advisor User is duly authorised by any Issuer User.
- 4.3** The Advisor User acknowledges that any IAP Information provided on or through HKEX IAP (or via any alternative means and procedures) by it, whether on behalf of itself or any Issuer User, may be relied on by HKEX or SEHK. In the event of any conflicting IAP Information whether from itself, any Issuer User or any other Advisor Users, Clause 5.6 of the General

Terms and Conditions shall apply to resolve such conflict, notwithstanding from whom the last IAP Information was received.

- 4.4** The Advisor User's designation of or delegation to its Authorised User or its Delegated Administrator shall not relieve the Advisor User (or the Issuer User whom the Advisor User acts on behalf of) of its obligations to HKEX, SEHK and all other Relevant Parties under these Terms and Conditions, the IAP User Guide, the Listing Rules, the Takeovers Code and/or other Applicable Laws.
- 4.5** Performance, or purported performance, of any function on HKEX IAP (or via any alternative means and procedures), including the submission of any IAP Information, shall not of itself be regarded as compliance with any duties and obligations (whether regulatory or otherwise) of any Advisor User (or the Issuer User whom the Advisor User acts on behalf of) under the Listing Rules, the Takeovers Code and other Applicable Laws. The Advisor User (and the Issuer User whom the Advisor User acts on behalf of) shall be responsible and liable for complying with all requirements under the Listing Rules, the Takeovers Code and other Applicable Laws.

5 Representations, warranties and undertakings

Without prejudice to Clause 9 of the General Terms and Conditions, each Advisor User hereby represents, warrants and undertakes to HKEX, SEHK and all other Relevant Parties that:

- 5.1** the Advisor User is duly authorised by an Issuer User to act on the Issuer User's behalf in relation to all matters in connection with HKEX IAP, including all dealings with HKEX, SEHK and all other Relevant Parties; and the Advisor User undertakes to procure the relevant Issuer User (via a Delegated Administrator of the relevant Issuer User) to cancel the delegation referred to in Paragraph 3.34.2 of this Advisor User Supplement on HKEX IAP as soon as it becomes aware of any potential or actual termination of its appointment as the Advisor User of the relevant Issuer User for whatever reason;
- 5.2** where an Authorised User of an Advisor User takes any actions or makes Submissions on behalf of any Issuer User on or via HKEX IAP (or via any alternative means and procedures), such actions and Submissions shall be deemed to be duly authorised and made by the Issuer User, and shall be binding and enforceable against the Issuer User;
- 5.3** where an Authorised User of an Advisor User does any conduct or act on behalf of an Advisor User or purportedly with the authority of an Advisor User on or via HKEX IAP (or via any alternative means and procedures), this will be deemed to be the conduct or act of the Advisor User, whether in fact authorised by the Advisor User or not;
- 5.4** notwithstanding Paragraph 5.2 of this Advisor User Supplement, the Advisor User undertakes to be responsible for all actions taken by its Authorised User(s) whether on behalf of itself or any Issuer User and the completeness and accuracy of the IAP Information in all material respects submitted by such Authorised User(s) on or via HKEX IAP (or via any alternative means and procedures);
- 5.5** the Advisor User has not suffered an Insolvency Event and no circumstances exist that may result in HKEX or SEHK considering, in its sole and absolute discretion, that the occurrence of such an Insolvency Event is imminent or is likely with respect to the Advisor User; and

- 5.6** it has obtained all necessary approvals, consents and licences to act as the Advisor User as authorised by any Issuer User.

6 Specific indemnities

Without prejudice to Clause 11 of the General Terms and Conditions, to the maximum extent permitted under Applicable Laws, an Advisor User hereby irrevocably and unconditionally agrees to defend, indemnify in full and hold HKEX, SEHK and all other Relevant Parties harmless from and against all Losses arising from or in connection with any non-compliance or breach of Paragraph 5 of this Advisor User Supplement.